

City of San Diego

CONTRACTOR'S NAME: TC Construction Company, Inc.
ADDRESS: 10540 Prospect Avenue, Santee, CA 92071
TELEPHONE NO.: _____ **FAX NO.:** _____
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
J. Gallardo / M. Antwan / Y. Kawai

PROPOSAL DOCUMENTS



FOR

ROLANDO IMPROVEMENTS 2

RFP NO.: K-24-2280-DB1-3
SAP NO. (WBS/IO/CC): B-21031, B-21033
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 9
PROJECT TYPE: JA, KB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING

PROPOSALS DUE:

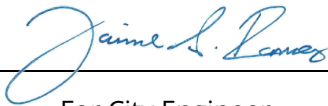
**2:00 PM
May 8, 2024**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

DEPUTY CITY ENGINEER

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:



For City Engineer

03/18/2024

Date

Seal:



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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

- 1.1.1 This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **ROLANDO IMPROVEMENTS 2** Design-Build project.
- 1.1.2 This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.
- 1.1.3 Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.
- 1.1.4 This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 1.1.5 Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- 1.1.6 The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its appendices if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.1.7 Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

2. **SUMMARY OF WORK:** This is the City's solicitation process to acquire Design-Build services for a Design-Build project for construction of **Rolando Improvements 2**. For Additional Information refer to **Attachment A**.

3. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.

4. **PROPOSAL DUE DATE AND TIME ARE: MAY 8, 2024**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$17,700,000**.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A or (C-34 and C-42)**.
7. **CONTRACT PERIOD:** The Project shall be completed within **715** Working Days from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see Attachment B.
10. **PRE-PROPOSAL MEETING:**

10.1. ONLINE PRE-PROPOSAL MEETING

Prospective Bidders are **Encouraged** to attend the Pre-Proposal Meeting.

The Pre-Proposal Meeting will be held on **Wednesday, April 10, 2024** at **10:00 AM** (PDT) at:

Microsoft Teams Meeting:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 272 784 730 235

Passcode: jfkToR

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

Or call in (audio only)

[+1 945-468-5511,,503525819#](#) United States, Dallas

Phone Conference ID: 503 525 819#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Please Note: You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

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

11. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract.

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

1. SLBE participation	8.5%
2. ELBE participation	13.8%
3. Total mandatory participation	22.3%

11.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.

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

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

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

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

12. SELECTION AND AWARD SCHEDULE:

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

12.2. Non-Mandatory Pre-Proposal Meeting **April 10, 2024 at 10:00 AM**

12.3. Proposal Due Date **May 10, 2024 at 2:00 PM**

12.4. Presentations or Interviews **June 2024**

12.5. Selection and Notification **July 2024**

12.6. Limited Notice to Proceed **August, 2024**

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- 1.1. Contractors submitting a Proposal must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:
<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: Proposals will be received in electronic format (eBids) EXCLUSIVELY** at the City of San Diego's electronic bidding (eBidding) site, at: <https://www.sandiego.gov/cip/bidopps/> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic proposal.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 2.5. **PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 2.6. **TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate proposal PDFs by the due date and time.
- 2.6.1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
- 2.6.2. The Price proposal, which should detail the cost structure and include any forms as required herein.

2.7. RECAPITULATION OF THE WORK. Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

2.8. PROPOSALS MAY BE WITHDRAWN by the Proposer prior to, but not after, the time set as Due Date and Time.

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

2.9. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1. The proposer, by submitting its electronic proposal, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic proposal, the proposer certifies that the proposer has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its proposal, the proposer acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

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

3.4. Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.

3.5. The Proposer agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

4. PROPOSALS ARE PUBLIC RECORDS: Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information

contained within the proposal's General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. EQUAL OPPORTUNITY CONTRACTING

5.1. As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.

5.2. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

5.3. Design-Builder's Work Force

5.3.1. The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.

5.3.2. If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements (see Attachment C, Equal Opportunity Contracting Program).

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

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

5.4. Nondiscrimination Ordinance (Municipal Code §§ 22.2701-22.2708)

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

- 5.4.2.** This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.
- 5.4.3.** As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

5.5. Contractor Registration and Electronic Reporting System

- 5.5.1.** Prior to the award of the Contract, the Design-Builder, Subcontractors, and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline, hosted by PlanetBids System. For additional information go to:

<https://www.sandiego.gov/purchasing/bids-contracts/vendorreg>

- 5.5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

- 5.5.3.** Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

<https://stage.prismcompliance.com/etc/vendortutorials.htm>

5.5.3.1. The City may retain progress payments if:

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

5.5.3.3. EOCP reporting is delinquent or inadequate.

5.5.3.4. Underpayment has occurred.

6. PRE-PROPOSAL ACTIVITIES

6.1. Submission of Questions

- 6.1.1.** The Director (or designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and

completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Contract Specialist Email Address:

JEEspindola@sandiego.gov

- 6.1.2.** Questions received less than 14 Days prior to the Proposal due date may not be considered.
- 6.1.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 6.1.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

6.2. Revisions to the RFP

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

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

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

- 7.1.** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of Purchasing & Contracting Department, Public Works Division.
- 7.2.** The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, local conditions, and as to the requirements of the Contract Documents.

- 8. CHANGES TO THE SCOPE OF WORK:** Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the

City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards

9. **DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.
10. **BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builder shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works construction unless specified otherwise in the Contract Documents.
11. **SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

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

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.

- Applicable License(s):
- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

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

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

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

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

11.2. PRICE PROPOSAL REQUIREMENTS

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

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

11.2.3. The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.

11.2.4. In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.

11.2.5. The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

12. SELECTION CRITERIA AND SCORING

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

13. SUBCONTRACTOR INFORMATION:

- 13.1. LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all

subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

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

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

14. AWARD

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

14.2. The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.

14.3. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.

- 14.4. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 14.5. Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 14.6. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.
- 14.7. To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

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

- 15.1. The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 15.2. **Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 15.3. **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- 15.4. **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 15.5. **Submittal of "Or Equal" Items.** See 4- 6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 15.6. **Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "SELF-PERFORMANCE", which

requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.

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

15.8. City Standard Provisions. The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.

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

15.8.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

15.8.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

15.8.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

15.8.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

15.8.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

15.8.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

15.9. Prevailing Wage Rates Apply: Refer to Attachment D.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03

Title	Edition	Document Number
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD032324-07
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above		

CERTIFICATIONS AND FORMS

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

This company_has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act" of the project specifications, and that:

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

CONTRACTOR CERTIFICATION

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

ATTACHMENTS

ATTACHMENT A

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

PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

1. PROJECT DESCRIPTION:

- 1.1** This project includes water and sewer facilities identified by the Public Utilities Department as requiring replacement due to age and condition. These replacements will reduce future water and sewer main breaks and reduce maintenance requirements. The project will also bring existing water and sewer mains up to current City Standards.
- 1.2** The project proposes to replace-in-place via open trench approximately 6,195 linear feet (1.17 miles) of existing 6 and 8-inch asbestos cement (AC) water mains with PVC water mains. The project proposes to construct approximately 770 linear feet (0.15 miles) of new 8-inch water mains via open trench. Approximately 344 linear feet (0.07 miles) of existing water main would be abandoned in City ROW. Water services, fire hydrants, valves, water meters, and other appurtenances are also included with the water improvements.
- 1.3** The project proposes to replace-in-place via open trench approximately 3,935 linear feet (0.75 miles) of existing 6 and 8-inch vitrified clay (VC) and concrete pipe (CP) sewer mains with PVC sewer mains. The project proposes to construct 3,485 linear feet (0.66 miles) of new 8-inch sewer mains via open trench. The project proposes to rehabilitate 4,973 linear feet (0.94 miles) of existing 6 and 8-inch vitrified clay (VC), cast iron (CI), and concrete pipe (CP) sewer mains. Approximately 3,483 linear feet (0.66 miles) of existing sewer main would be abandoned in City ROW and easements. Six manholes would be abandoned in City ROW. Five manholes would also be abandoned in City easements. Approximately 20 new sewer manholes are proposed in various locations. 19 existing manholes would be replaced-in-place along the project alignment within the paved City right-of-way. 23 existing sewer manholes are proposed to be rehabilitated in various locations within paved City right-of way and in City easements. Approximately 96 new sewer lateral replumbs shall be installed.
- 1.4** Associated laterals, manholes, cleanouts, curb ramps, resurfacing, and all other work and appurtenances will be included in this project area. The project would also include Traffic Control Plans, street resurfacing and new curb ramps.
- 1.5** This work includes furnishing all design, labor, materials, equipment, services, and other incidental design, works and appurtenances for the construction of the Project as described in the bridging documents. The Project is located within the Mid-City Eastern and College Community planning Areas (Council District 9.)

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 and as-built research needed for the completion of design work;
 - 2.7.2** Preparing and completing 60%, 100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction;
 - 2.7.3** Obtaining approval from the State Water Resources Control Board Division of Drinking Water for water and sewer separation, if required;
 - 2.7.4** Obtaining plan check approvals; and providing engineering services during construction, startup, and testing and approval from Department of Public Health for water and sewer separation;
 - 2.7.5** Construction of sewer mains, laterals, replumbs, and appurtenances including all work associated;
 - 2.7.6** Construction of water mains, services, and appurtenances including all work associated;
 - 2.7.7** Construction of rehabilitation of sewer mains and appurtenances including all work associated;

- 2.7.8** Monitoring for potential of any hazardous materials and coordination with local resource agencies;
- 2.7.9** Value engineering;
- 2.7.10** Additional geotechnical investigation and potholing;
- 2.7.11** Performance and implementation of QA/QC;
- 2.7.12** Landscaping and re-vegetation plan, if required;
- 2.7.13** Traffic control, striping, overlay, storm water permitting and compliance;
- 2.7.14** Concrete roads/Alleys shall be restored beyond the edge of the trench cut to the nearest expansion, cold joint, or construction joint.
- 2.7.15** Surface restoration for each phase of the project shall occur at the completion of construction for that phase and not at the end of construction of all phases;
- 2.7.16** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and
- 2.7.17** Scheduling, community outreach and public relations, and preparation of as-built drawings.
- 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 Greenbook 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.
- 2.11.** Caltrans Permit acquisition, if required.
- 2.12.** MTS Permit acquisition, if required.
- 2.13.** Permit to work on private property acquisition.
- 2.14.** Lateral replumb agreements procurement and acquisition.
- 2.15.** Replumb investigations.

3. CITY SERVICES:

- 3.1.** The City will provide only the services listed in this section. All other services necessary for complete design and construction of the Project shall be provided by Design-Builder.
 - 3.1.1** Project Management and Administration. The City will respond to Design-Builder's written questions regarding Project definition and scope within 15 Working Days of receipt.

- 3.1.2** Submittal Review and Approval. The City will review each submittal within 40 Working Days of receipt.
- 3.1.3** Construction inspection, administration, and material testing.
- 3.1.4** Plan checking fees.
- 3.1.5** One-time orientation on the use of the Engineering and Capital Projects Department's GIS and other databases that the City makes available to the Design-Builder.
- 3.1.6** Easement Acquisition & Vacation, including right-of-way drawings.
- 3.1.7** Permit fees.
- 3.1.8** Survey services, including design, survey monument preservation and perpetuation and Construction Survey.

4. CITY PROVIDED INFORMATION:

- 4.1.** The City will provide the following information to Design-Builder. The City does not guarantee the accuracy of this information. The Design-Builder shall conduct further research as necessary to verify the information.
 - 4.1.1.** Access to existing topographic maps, San Diego Geographical Information Source (SanGIS) Maps, and electronic files in the possession of the Utilities Project Delivery Division. The Design-Builder's expenses for copying will be reimbursed by City unless the copying was performed using City equipment and supplies.
 - 4.1.2.** One time access to the CIP Tracking/SPLASH Database to identify existing and proposed Projects in surrounding areas and limited access, as determined by City, to City's on-line records on, maintenance sites, and recent sewer spills.

The Design-Builder shall make arrangements with the Engineer or designee at least 1 week in advance to reserve the computer work station.
 - 4.1.3.** City's QA/QC checklists.
 - 4.1.4.** Access to Engineering and Capital Improvements Projects Department's on-line as-built drawings and available design survey information where available.
 - 4.1.5.** Traffic Control development process.

5. REVIEW OF THE DESIGN-BUILDER'S DESIGN SUBMITTALS:

- 5.1.** The Design-Builder shall allocate 10 working days for City to review and comment on each submittal and 2 weeks for the Design-Builder to respond to resolution of comments. To log and communicate the review comments, actions, and resolutions efficiently, the City intends to utilize a MS Excel spreadsheet to manage the design submittal comments for 60%, 100%, and Final Designs. The Design-Builder shall review and respond to City's comments in the format provided by City.

6. COMMUNITY INPUT:

- 6.1.** The Design-Builder shall identify major community issues (e.g. access to the public facilities and businesses located within or near the Project area) and shall obtain and address community input. The Design-Builder shall attend at least 2 community presentation meetings of 2-4 hours each (usually scheduled prior to start of construction) and during construction as required by the City. The Design-Builder shall also prepare and receive City approval of hand-outs and displays for the community presentations. The Design-Builder shall prepare and implement a community relations plan as discussed later in Community Relations and Public Outreach Program section of this Scope. The Design-Builder shall also receive the Engineer's approval for night and after-hours work.

7. PHOTO LOG AND VIDEOTAPE:

- 7.1.** The Design-Builder shall comprehensively photograph and videotape the Project Site before, during, and after construction of the Project. Prior to Acceptance, the Design-Builder shall prepare and submit the following items to City:
- 7.1.1.** a still-photo log including the photographs taken; and
 - 7.1.2.** two copies of the Project CD in a form acceptable to City.
- 7.2.** The Design-Builder shall request City's prior written approval for the use of digital photography and submit the relevant specifications for digital submittal with the request.

8. COORDINATION:

- 8.1.** The Design-Builder shall coordinate design and construction requirements with governmental entities and agencies, private utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.

9. EXISTING INFORMATION:

- 9.1.** The City and the Design-Builder recognize that previous studies, designs and reports such as information provided in the Bridging Documents have developed a preliminary definition of the Project. However, these previous efforts have not resulted in a comprehensive and final Project definition. The Design-Builder shall verify all information provided to it by the City pertaining to the Bridging Documents, conceptual plans, Project Site's description, rights-of-way, easements, surveys, existing utilities, soils, LUST site locations, groundwater, hazardous wastes and geotechnical reports, etc., and shall verify the data and recommendations prior to including them into the Project design. The Design-Builder shall perform the engineering tasks necessary to further refine and optimize the Project, utilizing as much previous work as possible, ultimately leading to authorization-to-proceed for Construction with Final Design.

10. REQUESTS FOR CLARIFICATIONS OR INFORMATION:

- 10.1.** The Design-Builder shall submit all RFIs to the Engineer in writing. Oral communications shall not be relied upon unless confirmed in writing. RFIs shall be in a format acceptable to the Engineer, and, at a minimum, shall contain: the Project name and WBS number; the request date; the desired response date; a unique numeric request identifier; a title; a reference to the pertinent part of the Bridging Documents, the Design-Build Special Provisions, or other specific part of the Contract Documents; CPM activity number affected; the written request; the Design-Builder's proposed solution, if appropriate; attachments, if any; and the name, telephone number, e-mail address, and title of the request initiator.

11. SUBSTITUTIONS:

- 11.1.** Prior to receipt of the final design, the City will consider written substitution requests from the Design-Builder for substitution of products or manufacturers, and construction methods (if specified). After the City receives the final design, substitution requests will be considered only in the case of unavailability of a product or other conditions beyond control of the Design-Builder. Design-Builder shall use Materials Substitution request form as included in section 4-6 of the SSP.
- 11.2.** The Design-Builder shall have the full burden of demonstrating that the proposed substitution is equal to the specified manufacturer, product, or construction method. By the act of submitting a substitution request, the Design-Builder warrants that:
- 11.2.1.** The Design-Builder has investigated the proposed substitution and has determined that it is equal to or superior in all respects to the specified manufacturer, product, or construction method.
- 11.2.2.** The Design-Builder will provide the same or better guarantees or warranties for the proposed substitution as for the specified manufacturer, product, or construction method.
- 11.2.3.** The Design-Builder waives all claims for additional costs or extensions of time related to the proposed substitution that subsequently may become apparent.
- 11.3.** The City will not accept a proposed substitution if any one of the following applies:
- 11.3.1.** Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
- 11.3.2.** Acceptance will delay completion of the Design-Builder's Work or Services or the work or services of other City contractors.
- 11.3.3.** The Design-Builder does not specifically identify a substitution that appears on a Shop Drawing and/or does not submit a formal substitution request.

- 11.4.** The City will determine in its sole discretion whether the proposed substitute is equal to the specified manufacturer, product, or construction method. If the City determines that a proposed substitute is not equal to that specified, the Design-Builder shall provide the specified manufacturer, product, or construction method at no additional cost to the City or delay to the Project.
- 11.5.** The City will consider only one substitution request for each product.
- 11.6.** The Design-Builder shall submit a separate approved Shop Drawing for any proposed substitution that is accepted by the City. The City's acceptance of a substitution does not relieve the Design-Builder from the requirements for submission of Shop Drawings.

12. DESIGN CRITERIA AND PROCEDURE FOR REVIEW OF DESIGN MATERIALS:

- 12.1.** General - The design criteria presented herein shall apply to the design and new construction and replacement of sewer and water mains, sewer rehabilitation, site preparation, and restoration as outlined in the Bridging Documents. The Project shall be designed and constructed to provide a minimum service life of 50 years. Construction of the Project shall cause minimum interruptions in existing sewer & water services. Changes to the Pre-design Report recommendations e.g., pre-design alignments, paving, and storm drain protection; and construction methods shall be made only if approved by the City.

Design Responsibilities – The Design-Builder shall provide all Services for the Project. The Services shall include preparing the 60%, 100% and Final Design plans for the Project [Final Design], including all necessary design and/or Construction Documents. The Services shall also include those required during construction, and Project Completion. The Services shall be performed in accordance with all Applicable Laws and City policies.

- 12.1.1.** The Design-Builder shall provide complete design for all elements of the Project (as applicable) such as: civil, geotechnical, environmental and specialty consulting areas. Design-Builder shall evaluate alternative construction approaches to ensure economical designs which optimize constructability yet meet all requirements of this Contract, including all applicable laws and applicable architectural concepts, and conceptual designs.
- 12.1.2.** The Design-Builder shall incorporate the requirements of permitting agencies as may become apparent in the course of Project design. The Design-Builder shall apply for and secure all permits and provide all necessary reports, studies, and support required to obtain the permits. Permit and utility fees, if any, will be paid by the City. In addition, the Design-Builder shall research and comply with all Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA and the City Fire Department. The Design-Builder shall develop a Water Pollution Control Plan (WPCP) and a hazardous

materials management plan, if required. If required, the Design-Builder shall incorporate appropriate facilities into the design.

- 12.1.3. With prior authorization from the Engineer, the Design-Builder shall provide additional geotechnical investigations and potholing to the extent the Design-Builder determines that they are necessary for Final Design.

13. SURVEYING:

- 13.1. The Design-Builder understands and agrees that any survey information provided by the City is preliminary in nature and may not have sufficient accuracy or scope to support Final Design. Should the Design-Builder require additional survey to complete Final Design, the Design-Builder will be required to complete a Survey Request, as provided by the City.
- 13.2. Construction and Design Survey will be performed by the City.

14. AS-BUILT INFORMATION:

- 14.1. The Design-Builder shall obtain and review record drawings and as-built information from available public records, maintenance records, and Average Daily Traffic (ADT) counts, etc. if needed in addition to the information in the Bridging Documents.

15. ENVIRONMENTAL AND PERMIT SUPPORT:

- 15.1. This Scope is based on the Notice of Exemption for Rolando Improv 2 as included in **Appendix A – Notice of Exemption**. The Design-Builder shall identify all permits required for the Project as well as all requirements for those permits. All permits shall be acquired by the Design-Builder and the costs thereof paid by City. At the 60%, 100% and Final Design completion levels, the Design-Builder shall submit to City a written list of permits required for the Project. The Design-Builder shall identify all permitting agencies and authorities having jurisdiction. The Design-Builder shall prepare permit applications and submit the applications to the Engineer for review. The Design-Builder shall provide technical services as required by the permitting agencies during permit acquisition. The Design-Builder shall incorporate mitigation provisions and DSD review requirements, including the certified CEQA document into the Construction Documents, if applicable. The Design-Builder shall identify and estimate quantities of BMP's to comply with a Storm Water Pollution Plan (SWPPP) or a Water Pollution Control Plan (WPCP) requirements, as applicable, to be implemented during construction.

16. OWNER/GOVERNMENTAL APPROVALS:

- 16.1. The Design-Builder shall obtain all City and other jurisdictional agency approvals as required to implement the design and construction of the Project. The City obtained an environmental document for the Project. During the Final Design process, if the Design-Builder modifies the Project such that a revision of the environmental document is required, the Design-Builder shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. The Work shall not proceed on the Project until the

environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents. The cost associated with implementing both the design and construction changes as a result of the Design-Builder modifications shall be the responsibility of the Design-Builder and will not be compensated by the City.

17. GEOTECHNICAL INVESTIGATION:

- 17.1.** The Design-Builder shall review any available geotechnical reports and provide the necessary geotechnical investigations and testing required to design and to construct the Project in accordance with the Contract requirements.
- 17.2** If applicable, the Design-Builder shall investigate the Project Site and provide a current corrosion survey report or the water portion of the Project according to City standards and guidelines (refer to the water CIP Guidelines, Book 1, Chapter 9, Corrosion Control)

18. POTHOLING:

- 18.1.** The Design-Builder shall have full responsibility for assessing, reviewing and verifying existing utility information and data. The Design-Builder shall excavate sufficient potholes to verify locations and elevations at utility crossings and existing piping to be removed or replaced in the Project. The Design-Builder shall immediately notify the City of any damage caused to the pipe during potholing activities.
- 18.2.** The Design-Builder shall provide all services related to the excavation and backfilling of potholes. Pothole excavations shall be in compliance with CAL-OSHA and City safety requirements, and any excavations left open shall be covered with steel plates.
- 18.3.** The Design-Builder shall restore and clean-up all work sites.
- 18.4.** All utility excavations shall be tied to the horizontal and vertical control information provided by the Design-Builder's survey for this Project. The Design-Builder shall provide the City with a summary which shall include:
 - 18.4.1.** Utility.
 - 18.4.2.** Conduit quantity, type, and size.
 - 18.4.3.** Depth to top of conduit.
 - 18.4.4.** Horizontal coordinates (NAD 83).
 - 18.4.5.** Surface elevation (M.S.L).
 - 18.4.6.** Top elevation of conduit.

18.5. At the completion of examining each pothole, the Design-Builder shall:

18.5.1. Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.

18.5.2. Backfill and cover the pipe with native soil.

18.5.3. For those pothole excavations located in the roadway, trench resurfacing shall comply with SDG-107.

18.6. The Design-Builder shall provide construction staging, noise and dust control, and traffic control as required during excavation for potholing to minimize impacts on local neighborhoods.

18.7. The Design-Builder shall restore to their in-kind condition, as determined by City, all streets, curbs, gutters, sidewalks, private properties and other improvements damaged as a result of the Design-Builder's activities.

18.8. The Design-Builder shall submit potholing information to the Engineer for review.

18.9. The Design-Builder shall not perform any additional potholing unless authorized in writing by the City.

19. RESURFACING TREATMENT.

19.1. The Design-Builder shall provide applicable resurfacing treatments for all areas of trenching, in accordance with the August 8, 2023 Street Preservation Ordinance (O-21701) and the City Engineer's Clarifying Requirements for Asphalt Concrete and Concrete Street Excavation Requirements in Public Right-of-Way dated November 30, 2023, as provided in the Bridging Documents. The Design-Builder shall utilize the latest Street Overall Condition Index (OCI) to determine the appropriate resurfacing treatment. Proposed resurfacing treatments shall be reviewed by the Transportation Department – Streets Division and may be revised due to funding requirements. For Asphalt Concrete Streets, the Design-Builder shall include the cost to resurface the influence area as part of the Contract Price. Concrete Streets and Alleys shall be restored beyond the edge of trench cut to the nearest expansion cold joint and shall be included in the Contract Price, as provided in the Bridging Documents. The Design-Builder shall utilize the latest Street Overall Condition Index (OCI) to determine the appropriate resurfacing treatment. Proposed resurfacing treatments shall be reviewed by the Transportation Department – Streets Division and may be revised due to funding requirements.

20. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS:

20.1. The Design-Builder shall conduct field investigations, including potholing of underground facilities, take field measurements, and verify field conditions. The Design-Builder shall carefully compare such field conditions and other information

known to the Design-Builder with the Contract Documents before commencing Work and/or Services. The Design-Builder is solely responsible for investigation and discovery of all field conditions notwithstanding any information provided by City in the Contract Documents or otherwise. City has made an effort to eliminate errors, omissions, and inconsistencies in the Contract Documents. The Design-Builder, however, shall bring to City's attention for clarification any errors, omissions, or inconsistencies prior to submission of the Design-Builder's Proposal. Otherwise, the Design-Builder shall take responsibility for any costs or delays associated with such error, omission, or inconsistency.

21. LOCAL CONDITIONS:

21.1. The Design-Builder shall take steps reasonably necessary to ascertain the nature and location of the Work, and investigate and satisfy itself as to the general and local conditions that are applicable to the Work, including but not limited to:

21.1.1. Conditions bearing on transportation, disposal, handling, and storage of materials;

21.1.2. The availability of labor, materials, water, power, and roads;

21.1.3. Weather conditions;

21.1.4. Physical conditions at the Project Site;

21.1.5. The subsurface conditions of the ground; and

21.1.6. The character of equipment and facilities needed prior to and during the performance of the Work.

22. ACCESS TO THE WORK:

22.1. The Design-Builder shall provide the City and utility owners with access to the Project Site and provide coordination and time for utility work to be accomplished at all times.

23. SUPERVISION:

23.1. The Design-Builder shall supervise and direct the Work in accordance with accepted standards of professional skill and attention. The Design-Builder shall be solely responsible for and have control over design and construction means, methods, techniques, sequences, and procedures. The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections, acceptances, or approvals required or performed by persons other than The Design-Builder. The Design-Builder shall employ a competent superintendent and a necessary assistant who shall be present at the Project Site at all times that Work is being performed. The superintendent shall represent the Design-Builder, and communications given to the superintendent shall be as binding as if given to the Design-Builder.

24. AUTHORIZATION TO PROCEED:

24.1. Following each design review, the Design-Builder shall meet with the Engineer to:

24.1.1. Discuss the comments and responses, and to resolve all open issues and disagreements;

24.1.2. Confirm the next level of design development; and

24.1.3. Obtain written authorization to proceed with the next design level; and

24.1.4. Obtain written authorization to proceed with construction.

24.1.5. Design-Builder shall not start construction without final signed and stamped Plans per City Standards.

25. DESIGN CALCULATIONS:

25.1. The Design-Builder shall include design calculations, catalog cuts, computations, telephone and facsimile records, and other similar documents supporting all elements of the Design-Builder's design with the Design-Builder's final signed and stamped calculations. The Design-Builder shall provide catalog cuts and manufacturer's data included with the final Project calculations for each approved material listed in the specifications or identified on the drawings

26. PLAN CHECKS - AT MAJOR COMPLETION LEVELS, DESIGN:

26.1. The Design-Builder shall submit written estimates of plan checks required to complete the Project. In the written estimates, the Design-Builder shall:

26.1.1. Identify all authorities having jurisdiction, including but not limited to the City of San Diego: Transportation Department, Storm Water Department, Public Utilities Department; Development Services Department; and the Engineering and Capital Projects Department, Caltran, the Metropolitan Transit System (MTS), and City of La Mesa. City will prepare plan check applications and submit the applications to the authorities having jurisdiction. Payment for plan check applications shall be made by City.

26.1.2. Submit hard and electronic copies of written design submittal comments from City and other utilities or agencies, annotated to indicate the Design-Builder's responses, final disposition of comments, and incorporate into the Final Design documents.

27. SHOP DRAWINGS, MATERIAL SUBMITTALS AND SAMPLES:

27.1. The Design-Builder, as the Engineer of Record, shall review and approve Shop Drawings, Material Submittals and Samples prior to procurement.

27.2. The Design-Builder shall determine and verify all of the following prior to procurement:

27.2.1. Field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.

- 27.2.2.** Products with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work information relative to the Design-Builder's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 27.3.** Prior to approving Shop Drawings, Material Submittals or Samples, the Design-Builder shall review and coordinate each Shop Drawing, Material Submittals or Sample with other Shop Drawings, Material Submittals and Samples, and with the requirements of the Work and Contract Documents.
- 27.4.** The Design-Builder shall carefully review Shop Drawings, Material Submittals and Samples and shall date, sign, and certify each submittal as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated, signed, and certified. The Engineer will require 3 copies of approved submittals prior to procurement for QA/QC purposes and will not accept any submittals which have not been certified by the Design-Builder to be in compliance with the Contract requirements, and will return any non-certified submittals to the Design-Builder. Any delays caused by the Design-Builder's failure to so certify shall be the total responsibility of the Design-Builder.
- 27.5.** With each submittal, the Design-Builder shall give the Engineer separate specific written notice of any variations between the Shop Drawing, Material Submittals or Sample submitted and the requirements of the Contract Documents. Additionally, the Design-Builder shall include a specific notation for City's acceptance of each such variation on each Shop Drawing, Material Submittals and Sample submitted.
- 27.6.** City's acceptance of Shop Drawings, Material Submittals and Samples shall be for the sole purpose of determining whether the Shop Drawings, Material Submittals and Samples will, after installation or incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.
- 27.6.1.** City's acceptance shall not extend to means, methods, techniques, sequences, or procedures of construction, except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents.
- 27.6.2.** City's review and acceptance of a separate item as such shall not indicate approval of the assembly in which the item functions.
- 27.6.3.** City's review of Shop Drawings shall not relieve Design-Builder of the entire responsibility for the correctness of details and dimensions. The Design-Builder shall assume all responsibility and risk for any misfits and/or malfunctions due to any errors in the Design-Builder's submittals. Design-Builder shall be responsible for the dimensions and the design of adequate connections and details.

27.7. City's acceptance of Shop Drawings, Material Submittals or Samples shall not relieve the Design-Builder from responsibility for variations from the requirements of the Contract Documents, unless:

27.7.1. The Design-Builder in writing called attention to each such variation at the time of submission of the Shop Drawing, Material Submittals or Sample; and City has specifically accepted in writing, either on the Shop Drawing or accompanying the Sample or Material Submittal each such variation.

27.8. The Design-Builder shall be solely responsible for any costs arising from the Design-Builder's failure to submit and/or receive City's acceptance of a Shop Drawing, Material Submittal or Sample as required by the Contract Documents or the City-accepted schedule of Shop Drawings and Sample submissions.

27.9. Shop Drawing Submittal Procedures:

27.9.1. The Design-Builder shall submit 3 copies of each approved Shop Drawing to the Engineer for QA/QC purposes.

27.9.2. The Design-Builder shall use a separate transmittal form for each specific item or class of material or equipment for which a submittal is required. The Design-Builder may use a single transmittal form for multiple items only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. The Design-Builder shall collate a multiple-page submittal into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.

27.9.3. The Design-Builder shall use a Project-standard transmittal form accepted by the Engineer. The transmittal form shall identify the Design-Builder and include the date of the submittal, the information prescribed by the form, and a unique sequential number in a format approved by the Engineer. If applicable, the Design-Builder shall process transmittal forms to record actions regarding sample installations.

27.9.4. For each submittal and using a label and/or a rubber stamp, the Design-Builder shall include the following information in the same or a substantially similar form:

Submittal No.
Contract No.
Project Name:
Name of Design Builder:

Reviewed and Approved for Conformance with the Contract Documents:
Printed Name: _____
By: _____ (Signature)
Reference Drawing Sheet No's:
Reference Spec Section No's:

27.9.5. The Engineer will return at least one copy of each submittal with City's written comments to the Design-Builder within 40 Working Days following receipt of the submittal by the Engineer. If the Design-Builder fails to provide a complete and acceptable first re-submittal, as determined by the Engineer, City may deduct from the Contract Price the costs of City review beyond the first re-submittal.

27.9.6. Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements. City shall not be liable for any costs associated with fabrication or manufacture of an item that occurs prior to City's acceptance of the associated shop drawing submittal.

27.9.7. The Design-Builder shall maintain an accurate submittal log. The log shall show the current status of submittals and the Design-Builder shall make the submittal log available for City's review upon request.

27.9.8. Submittal Format for Shop Drawings:

- For Shop Drawings presented on sheets larger than 11 by 17 inches, the Design-Builder shall include on each drawing the drawing title, number, date, and revision numbers and dates.
- For Shop Drawings presented on sheets 11 by 17 inches or less, the Design-Builder shall conform to the format and quantity requirements for product data, and present the Shop Drawings as a part of the bound volume for the submittals required by this Section.
- Except for diagrams and schematic drawings, Design-Builder shall prepare dimensioned drawings to scale. The Design-Builder shall identify materials and products for work shown.
- The Design-Builder's Shop Drawings shall be not less than 8½ by 11 inches nor more than 30 by 42 inches.
- The Design-Builder shall submit detailed drawings and descriptions of proposed deviations from details or component arrangement indicated on the Shop Drawings.

- The Design-Builder shall provide finished drawings for City review indicating proposed installation of Work, and materials and equipment being furnished.
- City will not accept Shop Drawings that are either:
 - i) Copies of plans; or
 - ii) Materials or equipment identified solely by catalog numbers.

To enable City's acceptance, the Design-Builder shall ensure that the data shown on Shop Drawings is complete with respect to dimensions, design criteria, material of construction, and other detail. Incomplete submittals will be rejected.

27.9.9. Submittal Format for Product Data:

- The Design-Builder shall present product data submittals for each specification section as a complete, bound volume, including a table of contents that lists page and catalog item numbers for product data.
- The Design-Builder shall clearly indicate each product that is being proposed for use by inserting a stamped arrow, cloud, or other prominent notation that identifies the pertinent specification section and paragraph numbers. City will reject product data submittals that are not clearly marked.
- If product data satisfying submittal requirements does not exist, the Design-Builder shall create and submit to City the required product data, including a notation that the product data was created specifically for the Project.
- The Design-Builder shall furnish to City catalog data that describes in detail the products being furnished and enables the Engineer to determine that the products submitted conform to the requirements of the Contract Documents.
- If more than one style, size, capacity, etc. of a product appears on a sheet, the Design-Builder shall clearly indicate exactly which product type is being submitted for approval. City will reject any submittal that fails to conform with this requirement
- The Design-Builder shall ensure that the catalog data identifies the manufacturer of the product.

27.9.10 Submittal Format for Samples: The Design-Builder shall label or tag each sample, identifying the specification Section number, manufacturer's name and address, brand name, product identification number, and intended use in the Work.

28. DESIGN DEVELOPMENT:

- 28.1.** The Design-Builder shall design the Project in compliance with all applicable laws, City and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the Contract Documents, the Municipal Sewer Approved Materials List, the Approved Materials List for Water, City noise and air pollution emissions regulations, applicable hazardous material handling and disposal regulations, the City's policies, and all other Reference Specifications approved by City at the time of Award.

The Design-Builder shall prepare and submit design packages for review and acceptance by City in accordance with City's guidelines and the Project Schedule. The Design-Builder's use of City's guidelines shall not reduce, change, mitigate, or absolve the Design-Builder's responsibility for the Project design in any way. The Design-Builder's acts of stamping and signing the drawings, specifications, calculations, or other final design documents shall mean that the Design-Builder understands, accepts, and approves all measures contained in or implied by City's guidelines.

- 28.2.** The Design-Builder shall use the Bridging Documents as the starting point for Project design. The Final Design shall be based on the concepts in these documents. The Design-Builder shall review the Bridging Documents and verify the data and recommendations (i.e., proposed alignments and conceptual plans) prior to including them in the Project design. The Design-Builder shall perform the engineering tasks necessary to refine and optimize the Project, including but not limited to reevaluation and necessary modification of questionable/pending proposed alignments contained in the Bridging Documents.

- 28.3.** The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 30.5, the Final Design documents shall also include but not be limited to:

28.3.1. One complete set of full sized (24-inch x 36-inch) original final drawing plots, each stamped and wet signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design-Builder.

28.3.2. One PDF electronic File and One CADD Files Set of all final drawings.

28.3.3. One PDF of final specifications, stamped and signed by a qualified responsible engineer registered in the state of California.

28.3.4. Two complete electronic file sets of the final specifications in MS Word processing software format.

28.3.5. One complete set of engineering calculations and quantity take-offs, including hydraulic, calculations, each wet stamped and signed by qualified responsible engineers registered in the state of California. All elements of the Final Design presented shall be supported by calculations. All computer programs used in development of Project calculations shall be Windows compatible. Catalog cuts and manufacturer's data shall be provided for each approved material listed in the specifications or identified on the drawings, and shall be included with the final Project calculations.

- 28.3.6.** A written list of required Shop Drawings (construction submittals) and Samples and an electronic file of the list on a recordable CD-RW in the latest version of MS Word processing software.
- 28.3.7.** The reports and documents as may be required by City.
- 28.4.** Procedures and time allowances for City's review of the design submittal, response by the Design-Builder to City's comments, and obtaining City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.
- 28.5.** In coordination with Traffic Section of Construction Management and Field Engineering, Caltrans, and MTS, the Design-Builder shall develop a traffic control plan and local access management plan that minimizes environmental and traffic impacts, including noise impacts, to residences, businesses, and institutions. The final traffic control plan must be approved by City's Traffic Section of Construction Management and Field Engineering. The Design-Builder shall maintain an appropriate level of access and site security at all Project facilities to avoid significant impacts to the public.
- 28.5.1.** The Design-Builder shall prepare a preliminary traffic control approach for City's review and approval prior to preparation of traffic control plans.
- 28.5.2.** The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.
- 28.5.3.** The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.
- 28.5.4.** The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.
- 28.5.5.** The Design-Builder shall obtain approval for traffic control plans.
- 28.6.** The Design-Builder shall provide designs for the relocation of public or private utilities which must be constructed or relocated as a result of the Project.
- 28.7.** The Design-Builder's design shall comply with the ADA and Title 24. Two curb ramps per curb return shall be evaluated at all intersections.
- 28.7.1.** For curb returns with existing single curb ramps, if the designer finds it technically infeasible to install a curb ramp for each pedestrian crossing, obtain approval from the Engineer in advance to install a single blended transition, or a single modified curb ramp design with an extra wide opening per current City standards. If the designer finds it technically infeasible to install a single blended transition, or a single modified curb ramp design with an extra wide opening per current City standards any existing single curb ramps with 36" deep detectable warning tiles (DWT) at the apex may be maintained provided it is not damaged and complies with the most current adopted City Standards.

28.7.2 For curb returns with no existing curb ramps, if the designer finds it technically infeasible to install a curb ramp for each pedestrian crossing, install a single blended transition, or a single modified curb ramp design with an extra wide opening per current City standards. If the designer finds it technically infeasible to install a single blended transition or single modified curb ramp design with an extra wide opening, a single curb ramp per current City Standards may be installed at the apex of the curb return.

28.7.3 Where it is technically infeasible to meet any requirements from the City Standards, a Deviation From Standards Form shall be prepared.

28.8. The Design-Builder shall prepare and incorporate into the specifications, a Water Pollution Control Plan (WPCP) or Storm Water Pollution Prevention Plan (SWPPP) to be implemented during construction. The WPCP shall comply with the current requirements of the City of San Diego Storm Water Manual. The SWPPP shall comply with the requirements of the Construction General Permit.

28.9. The Design-Builder shall prepare a construction quantity takeoff at 60%, 100% and Final submittals.

28.10. The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check, Department of Public Health, and from the permitting agencies.

29. STORM WATER MANAGEMENT DISCHARGE CONTROL:

29.1. The Design-Builder shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design-Builder warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design-Builder understands that while the City will be reviewing Design-Builder's designs for storm water permit compliance prior to acceptance of Design-Builder's designs, Design-Builder understands and agrees that the City's Storm Water review process and its acceptance of Design-Builder's designs in no way limits the Design-Builder's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

29.2. The Design-Builder shall review the Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. DS-560 form can be found at the following link: <https://www.sandiego.gov/development-services/forms-publications/forms>. For all applicable projects, and to the maximum extent practicable, the Design-Builder shall incorporate and include Source Control and Low

Impact Development (LID) design features or Site Design BMPs on the construction plans, if applicable. In addition, for Priority Development projects, the Design-Builder shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

- 29.3.** Design-Builder shall attend the Pre-construction meeting. The Engineer will coordinate with the Design-Builder on the inspection of the permanent BMP(s) during installation, if applicable. Design-Builder shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder shall sign and stamp the Permanent BMP Self Certification on the plans and the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.
- 29.4.** For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design-Builder shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

30. DESIGN SUBMITTALS:

General: The Design-Builder shall ensure that all design submittals conform to the requirements described in this Section. City will reject any submittal that fails to meet the requirements described in this Scope and elsewhere in the Contract. City shall not grant a schedule adjustment for the Design-Builder's failure to meet these requirements. In each submittal the Design-Builder shall identify any variances from the Contract Documents. City may reject any design submittal for the Design-Builder's failure to identify variances, regardless of the timing of the discovery of the failure. The Design-Builder shall respond in writing to all City comments on each design submittal within 10 Working Days of the date of transmittal of the comments. The Design-Builder shall submit a completed QA/QC checklist at each design submittal.

- 30.1.** 60 percent design Submittal - The 60 percent design submittal shall include but not be limited to:
 - 30.1.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
 - 30.1.2.** Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.
 - 30.1.3.** Location of construction staging areas (if applicable).
 - 30.1.4.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
 - 30.1.5.** Compliance with the City's 60% QA/QC checklist.

- 30.1.6.** Report of private properties utility investigation.
- 30.1.7.** Draft of Replumb Agreements with accompanying exhibits for review.
- 30.2.** Drawings that shall include at a minimum:
 - 30.2.1.** Updated plan and profile sheets for the sewer and water improvements, and construction details and notes.
 - 30.2.2.** Identification of both special and standard details.
 - 30.2.3.** A complete list of construction drawings on cover sheet.
 - 30.2.4.** Definition of the construction method to be used for pipe installation.
 - 30.2.5.** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
 - 30.2.6.** Other drawings such as paving, curb ramps, abandonment plans, traffic control plans, and replumb plans, as applicable.
 - 30.2.7.** Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.
 - 30.2.8.** List of special conditions, if any.
 - 30.2.9.** Compliance with the City's 60% QA/QC checklist.
 - 30.2.10.** Quantity take-off per plan sheet.
 - 30.2.11.** A complete draft of specifications in The GREENBOOK format including:
 - 1. The Design-Build Special Provisions.
- 30.3.** 100 percent design Submittal - The 100 percent design submittal shall include but not be limited to:
 - 30.3.1.** Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
 - 30.3.2.** Updated and incorporated information and comments from the 60 percent design submittal.
 - 30.3.3.** Completed, reviewed, and bound calculations and hydraulic calculations.
 - 30.3.4.** Updates to geotechnical report, if any.
 - 30.3.5.** Permit applications as necessary.

- 30.3.6.** Completed specifications in The GREENBOOK format.
- 30.3.7.** Quantity take-off.
- 30.3.8.** Drawings in all disciplines, including final and traffic control plans approved by City, if any.
- 30.3.9.** A current written list of permits including environmental permits required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
- 30.3.10.** Compliance with the City's 100% QA/QC checklist.
- 30.3.11.** Updated report of private properties utility investigation, if applicable
- 30.3.12.** Updated draft of Replumb Agreements with accompanying exhibits for review
- 30.4. Final Design Submittal** - The Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:
 - 30.4.1.** Updated and incorporated information and comments from the 100 percent design Submittal.
 - 30.4.2.** Comments from permitting agencies, including a log of comments and responses.
 - 30.4.3.** A current written list of permits including environmental permits required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
 - 30.4.4.** City will review the Pre-Final Design and return comments to the Design-Builder. The Design-Builder shall, within 20 Working Days of receipt of City's comments, submit a Final (100%) Design to the Engineer, which shall include but not be limited to:
 - 1. Updated and incorporated comments from the Pre-Final Design Submittal.
 - 2. Final drawings and calculations must be stamped and signed by a professional engineer.
 - 30.4.5.** Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.
 - 30.4.6.** Final Replumb Agreements, signed and notarized.
- 30.5. Design Submittal Deliverables:**
 - 30.5.1.** The Design-Builder shall deliver 7 sets of full sized (24-inch x 36-inch) drawing prints and a PDF of the final drawings, specifications, and cost estimate.

1. Drawing format shall conform to the City of San Diego CADD Standards and City provided "T" files. The standard scales are 1"=40' for plans and 1"=4' for profiles.
2. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements.

30.5.2. The Design-Builder shall deliver the pre-Final Design to the Engineer in the form of 1 set of full sized (24-inch x 36-inch) drawing prints and a PDF of the plans, specifications, and estimate.

30.5.3. The Design-Builder shall submit all drawings in accordance with the City's CADD Standards. The Design-Builder shall attend a coordination/orientation meeting with City's E&CP CADD specialist to review and discuss City's CADD standards. The Engineer will arrange for the meeting upon The Design-Builder's request. The Design-Builder shall also submit the Electronic AutoCADD file. The Design-Builder shall also generate the Horizontal Alignment Coordinate Index report through ORD and place it on the last sheet of the drawings.

30.5.4. The Design-Builder shall submit the Final Design documents to the Engineer, which shall include but not be limited to:

1. One complete set of full sized (24-inch x 36-inch) original final drawing plots, each stamped and wet signed by The Design-Builder's qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by The Design-Builder.
2. One complete electronic file sets of the final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for printing.
3. One complete electronic file sets of the final drawings.
4. One complete electronic files of the final construction quantity takeoffs and cost estimate.
5. One complete set of engineering calculations, including hydraulic, mechanical, electrical, and structural calculations, each wet stamped and signed by the Design-Builder's qualified responsible engineers registered in the state of California. The Design-Builder shall support all elements of the design presented by calculations the Design-Builder shall use only Windows compatible computer programs for Project calculations.
6. Other documents as required elsewhere in this Scope or required by the Engineer.

7. The Design-Builder shall use the latest Sewer, Water, & Storm Drain QA/QC checklists as a minimum guide for preparation of the design drawings. The Design-Builder shall use MS Word format for all word processing.

30.6. The Design-Builder shall use MS Excel for all spreadsheets.

31. COMMUNITY RELATIONS AND PUBLIC OUTREACH PROGRAM:

- 31.1.** The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have an Exclusive Public Information Officer (PIO) who will serve as the community liaison. Refer to The WHITEBOOK, section 5-10. The PIO shall work closely with the Communication Department's PIO section in the implementation of the public information and outreach program standards.
- 31.2.** The Design-Builder shall identify, within 10 Working Days of NTP, a specific professional designated to be a full-time public information liaison for the design build team, who shall work cooperatively with, and provide assistance to, the City's team. The Design-Builder shall be available to respond to questions from the community as needed for the duration of the Project, and shall participate in related public meetings. The Design-Builder shall prepare and provide presentation materials to explain the Project at community meetings and presentations.
- 31.3.** The Design-Builder shall prepare a complete Community Relations Plan. The Community Relations Plan shall be developed in coordination with the City and presented to the City for review within 30 Working Days of Notice to Proceed. If modifications are required, the City will notify and advise the Design-Builder.
- 31.4.** The Key stakeholders are identified as (but not limited to) the public and the City of San Diego, San Diego Unified School District, Wilson Middle School, Edison Elementary School, Health Sciences High School and Middle College, Cherokee Point Elementary School, Businesses along University Avenue Corridor, Businesses along El Cajon Boulevard Corridor, City Council District 9, Mid-City: City Heights Community Planning Group, and Caltrans. The Design-Builder shall coordinate all activity and Right of Entry permits with the proper school representative and residents.
- 31.5.** The Community Relations Plan shall include the following scope and services but not limited to:
 - 31.5.1.** A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.
 - 31.5.2.** A method for construction notification in advance of the start of work.
 - 31.5.3.** Attendance and presentation of Project update before and during construction of Projects at community and stakeholder Meetings. Prepare presentation materials in coordination with the City.

- 31.5.4.** Acquire necessary permits to perform work on private property and within Caltrans right of way.
- 31.5.5.** Develop written list of follow-up information requested from the community.
- 31.5.6.** Respond to telephone calls and e-mails. Standard telephone service and e-mail responses. Record calls and e-mails on electronic tracking form.
- 31.5.7.** E-mail record of call information to The Design-Builder/Project Team. E-mail updates to stakeholders, Community Groups, City Council and other interested parties.
- 31.5.8.** Create and maintain online Project webpage and newsletters.
- 31.5.9.** Write, edit, update and/or produce brochures, pamphlets and news releases.
- 31.5.10.** Attend progress meeting and provide status of community relations activities.
- 31.5.11.** The plan shall also include a listing of businesses, schools, and major facilities along the alignment which are expected to be impacted by the construction, and proposed mitigation measures to lessen construction impacts.
- 31.5.12.** The plan shall specifically identify the lines of communication within the Design-Builder Team, between the Design-Builder Team and the City and between the Design Builder's public information liaison and the City. The Design-Builder shall be responsible for ensuring that the information to be provided to the public is consistent, updated and accurate.

32. QUALITY ASSURANCE AND CONTROL:

- 32.1.** The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control. The minimum acceptable quality assurance and quality control plan is described in the Quality Assurance/Quality Control Plan Guidelines, attached hereto and incorporated herein as Attachment A, section 33 – Quality Assurance / Quality Control Guidelines.
 - 32.1.1.** Design QA/QC - The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.
 - 32.1.2.** Checklists - As part of the QA/QC Plan, The Design-Builder shall use the City-provided checklists and attach the checklists to the plans and specifications.
 - 32.1.3.** Final Design - The Design-Builder shall submit QA/QC records for the final specifications and drawings to verify coordination within the engineering discipline, between engineering disciplines, between the final specifications and drawings, and to verify consistency with existing City Projects.
 - 32.1.4.** Construction QA/QC - The Design-Builder shall be completely and solely responsible for Project QA/QC during construction.

33. QUALITY ASSURANCE / QUALITY CONTROL GUIDELINES:

33.1. General

- 33.1.1.** The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control, both during design and during construction. This Attachment outlines the minimum requirements for an acceptable quality assurance and quality control plan [QA/QC Plan]. The cost for the Design-Builder's QA/QC Plan and its implementation shall be included in the Design-Builder's Proposal.
- 33.1.2.** The Design-Builder shall assign a QA/QC supervisor to ensure that all Work is performed in accordance with the Contract Documents, plans, specifications, manufacturers' instructions, Applicable Laws, and to acceptable industry standards.
- 33.1.3.** The Engineer will monitor the Design-Builder's Work and Services and provide independent reviews as set forth in the Contract Documents. If City's review or inspection uncovers Work or Services that do not conform to the Contract Documents or Applicable laws, City may reject that Work and/or Services and The Design-Builder shall replace or correct any deficiency at no additional cost to City.
- 33.1.4.** The concept of quality has evolved from conformance with specifications to meeting Owner requirements. The Design-Builder quality assurance and control has advanced from checking deliverables to multiple reviews, evaluations, inspections, and tests, concurrent with the Engineering & Capital Projects Department reviews, oversight inspections, witnessing of tests, and similar quality assurance activities. Ultimately, the Design-Builder shall provide a facility that meets the requirements described in the Contract Documents.
- 34.1.5.** The Design-Builder shall respond to any QA/QC review comments by ensuring that the Design-Builder's staff considers the comments and notes the actions to be taken. The Design-Builder shall submit copies of the responses to the Engineer to indicate that the QA/QC review is complete and that the reviewers concur with the response.
- 33.1.6.** If The Design-Builder detects any impending deviations from the Scope, Project Schedule, or Project budget, the Design-Builder shall take appropriate action to correct such deviations or to obtain written approval from the Engineer if deviations cannot be avoided.
- 33.1.7.** The Design-Builder shall implement its QA/QC Plan that was submitted to City with The Design-Builder's RFP together with any revisions required by City, all of which are incorporated herein by this reference as though fully set forth herein.

33.2. QA/QC During Design.

- 33.2.1.** This Section describes the mandatory QA/QC Plan philosophies and procedures that the Design-Builder shall follow during design of the Project.

33.2.2. The Design-Builder is the engineer of record. City's review of Design-Builder's approved submittals is for the sole purpose of determining whether the submittals conform to the requirements of the Contract and to the Bridging Documents.

33.2.3. The Design-Builder shall include in its Proposal all costs necessary to meet this requirement.

33.2.4. The following quality objectives apply to the Project design:

1. The Design-Builder shall design the Project facilities to meet the scope and objectives set forth in the Bridging Documents, which describe the Project facilities in moderate detail (layout, functions, etc.), thereby establishing the design requirements. The Design-Builder shall design the Project facilities to conform to these requirements except as modified by changes approved by City during design.
2. The Design-Builder shall design the Project facilities to conform to the requirements of the Contract Documents.
3. The Design-Builder shall prepare the Construction Documents to the standards of best engineering practice for clarity, uniformity, accuracy, and completeness.
4. The Design-Builder shall emphasize quality in the design and construction of the Project.

33.3. QA/QC Plan:

33.3.1. Responsibilities: The Design-Builder shall ensure that all members of the Design-Builder's Project team (i.e., preparer, reviewer, checker, and approver) understand their responsibility for quality design.

33.3.2. Design QA/QC Plan: The Design-Builder shall ensure that the design component of its QA/QC Plan includes a specific comprehensive approach to Project QA/QC Plan activities and requires documentation of the actual QA/QC Plan effort and related activities.

33.3.3. Design Review: The Design-Builder shall address all plan check comments received from the City and implement its QA/QC plan prior to re-submittals to the City for review. The Design-Builder shall submit documentation of the QA/QC efforts and related activities as discussed in item 33.3.8 Review and Comment Form, below.

33.3.4. Implementation: The Design-Builder shall be solely responsible for quality reviews and approval of its design work, and shall ensure that all design work is thoroughly checked, reviewed, and approved by qualified, experienced, knowledgeable personnel who were not involved in the original design work. The Design-Builder shall provide the following types of QA/QC design reviews:

33.3.5. Calculations:

1. The Design-Builder shall ensure that calculation sheets are signed and dated by the personnel preparing, checking, reviewing, and approving the calculations. The Design-Builder shall index all original calculation sheets in file folders maintained in a single location so that all original calculations for the entire Project can be readily found. At the time the Final Design is accepted by City, The Design-Builder shall submit to the Engineer a legible copy of all calculations, organized in an easy to use indexed loose-leaf binder or in clearly identified file folders.
2. The Design-Builder shall clearly identify any revisions to the calculations. The Design-Builder shall ensure that all revised calculations are checked, signed and cross-referenced to the original calculations.

33.3.6. The Design-Builder's Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the 60%, 100%, Final Design phases and as specified in this RFP, and that the reviews include all completed calculations, drawings, and specifications. The level of detail expected for each discipline at each completion level is defined in this RFP. The Design-Builder shall ensure that all comments receive an agreed upon response and are recorded on The Design-Builder's Review and Comment Form (described in section 33.3.8 below). Design problems may arise from inconsistencies between disciplines. The Design-Builder shall assign one or more qualified engineers to perform detailed interdisciplinary reviews to ensure consistency between disciplines, and between drawings and the specifications.

33.3.7. The Design-Builder's Final Review: The Design-Builder shall conduct the final QA/QC review after all 100% review comments have been incorporated and before printing of the Final Design submittal begins. The Design-Builder's final QA/QC review shall confirm that all previous review comments have been incorporated.

33.3.8. Review and Comment Form: The Design-Builder shall establish and maintain Review and Comment Forms which shall contain the following information:

1. The name of the Project;
2. City's contract number;
3. The type of review being conducted;
4. The name/title of the document being reviewed;
5. Identification of the page, paragraph, or drawing being reviewed;
6. The reviewer's comments;
7. The designer's response to the reviewer's comments;

8. The agreed upon resolution with respect to the comments and response;
9. The reviewer's signature and date of review;
10. The designer's signature and date of response; and
11. The signature of the Design-Builder's Project manager and date of review.

33.3.9. The Design-Builder shall ensure that each reviewer's comments are constructive and professional in tone, and that the forms are complete and appropriately filed.

33.4. QA/QC During Construction

33.4.1. The Design-Builder shall ensure that all Work meets the quality required by the Contract Documents and shall perform the QA/QC efforts necessary to ensure those requirements are met. City's inspection of any Work will not relieve the Design-Builder of the primary responsibility for quality assurance and quality control.

33.4.2. The Design-Builder shall take the following measures to ensure that the Work is completed in accordance with the Contract Documents:

1. Certification by the designer that the submittals, materials, equipment, and Work all conform to the accepted design.
2. Certification by the vendors and suppliers that the products supplied conform to the Contract Documents, where applicable.
3. Photos and videos of the Work certified by the designer.
4. Any other measure designed to ensure that the Work is completed in accordance with the Contract Documents.

33.4.3. Specific QA/QC requirements for the Work are set forth throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond the furnishing of manufactured products the Design-Builder agrees that the term "Quality Control" as used herein includes inspection, sampling and testing, and associated requirements.

33.4.4. Factory Inspections and Tests:

1. The Design-Builder agrees that all products, materials, and equipment, shall be subject to inspections, tests, and witness tests by City at the place of manufacture or fabrication.
2. The Design-Builder agrees that City may, at its option, enter into separate contracts with consultants or others to conduct inspections, tests, and witness tests on behalf of City.
3. The Design-Builder agrees that the presence of City, its employees, agents, and/or representatives at inspections, tests, and/or witness

tests shall not relieve the Design-Builder of the sole responsibility for providing products, materials, and equipment that comply with all requirements of the Contract Documents. The Design-Builder agrees that compliance is the responsibility of the Design-Builder and shall not be avoided by any act or omission on the part of City or its employees, agents, and/or representatives.

4. The Design-Builder shall provide City with 10 Working Days advance notice of any testing at the place of manufacture or fabrication. At City's option, City, its employees, agents, and/or representatives may conduct inspections and tests at the manufacturing place any time without advance notice to the Design-Builder.

33.4.5. Sampling and Testing:

1. Unless specifically provided otherwise in the Contract Documents, the Design-Builder shall conduct all sampling and testing in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the material, product, or equipment being considered. However, City may accept any other generally-accepted system of sampling and testing that will ensure that the quality of the material, product, or equipment complies with the requirements of the Contract Documents. The Design-Builder shall obtain a Change Order from the Engineer prior to using any other generally-accepted system of sampling and testing.
2. Any waiver by City of any specific testing or other QA/QC Plan measures shall not be binding on City except when formalized by a fully executed Change Order, regardless of whether the waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other QA/QC requirements as originally specified, and of whether the guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work.
3. The City may inspect and make independent investigations and tests of the Work. The Design-Builder agrees that if any portion of the Work fails to meet any of the requirements of the Contract Documents, City may require the Design-Builder to remove, correct, or reconstruct the Work in accordance with the Contract Documents.

33.4.6. Inspection and Testing Laboratory Service:

1. The City may require that Work located in the City right-of-way be tested by the City's testing laboratory. The Design-Builder shall coordinate with the Engineer to cause such tests to be performed.
2. Inspections, testing, and other services that are to be performed by the City, whether specified in the Contract Documents or required by the Engineer, will be performed by City's testing laboratory. The cost of these services will be paid for by City.

3. City's testing laboratory will submit reports in duplicate to the Engineer. The reports will document observations, results of tests, and compliance or non-compliance with the Contract Documents.
4. The Design-Builder shall cooperate with the Engineer and City's Testing Laboratory by furnishing samples of materials, concrete design mix, equipment, tools, and storage, and by providing other assistance as requested by City.
5. The Design-Builder shall notify the Engineer 48 hours prior to commencement of Work requiring inspection and laboratory testing services.
6. The Engineer will direct that any retesting required because of non-conformance to the Contract Documents be performed by the laboratory that performed the original test. Design-Builder shall bear all costs from any such retesting at no additional cost to City.
7. The Design-Builder shall be responsible for all tests required by the specifications or referenced codes and standards, unless specifically noted otherwise in the Contract Documents.

33.4.7. Special Inspection:

1. The Design-Builder shall provide all special inspections required by the California Building Code as currently adopted by City, including all inspections performed off the Project Site. The Design-Builder shall pay the cost of such inspections, and shall include the cost in DB's Proposal.

33.4.8. Installation:

1. Inspection: The Design-Builder shall inspect materials and/or equipment upon their arrival at the Project Site and immediately prior to installation. The Design-Builder shall reject damaged and defective materials and/or equipment. The Design-Builder's inspection shall include:
 - i) A review of the Contract requirements;
 - ii) Verification that all materials and/or equipment have been tested, submitted, and approved;
 - iii) Examination of the Work area to ascertain that all preliminary Work has been completed;
 - iv) A physical examination of materials and/or equipment to ensure that they conform to the Design-Builder approved and City-accepted Shop Drawings or other submittal data;
 - v) Instruction as necessary to ensure that Design-Builder's workers understand the requirements of the Contract as they pertain to the materials and/or equipment;

- vi) An examination of the quality of workmanship; and
 - vii) A review of control testing for compliance with the Contract requirements.
2. Measurements: The Design-Builder shall verify measurements and dimensions of the Work as an integral step of starting each installation. The Design-Builder shall be solely responsible for proper fit up and connection of components.
 3. Special Procedures: The Design-Builder shall provide methods and facilities to ensure conformance with requirements for special process specifications such as nondestructive testing of materials. The Design-Builder shall maintain certifications for personnel, procedures, and equipment as necessary to meet the requirements of the Contract Documents and all Applicable laws.
 4. Manufacturer's Instructions: The Design-Builder shall comply with applicable manufacturer's instructions and recommendations for installation if those instructions and recommendations are more explicit and/or more stringent than the requirements of the Contract Documents.
 5. Storage and care: If not immediately installed, the Design-Builder shall store and care for all materials and/or equipment delivered to the Project Site according to the manufacturer's recommendations.

33.4.9. Manufacturer's Field Installation Services and Reports:

1. When required by the specifications, the Design-Builder shall cause material or product suppliers or manufacturers to provide qualified personnel to:
 - a) Observe and evaluate:
 - (i) Project Site conditions;
 - (ii) Conditions of surfaces and installation;
 - (iii) Quality of workmanship;
 - (iv) Start-up of equipment; and
 - (v) Testing, adjusting, and balancing of equipment.
 - b) Provide instructions when necessary.
2. The Design-Builder shall report in writing to the Engineer any observations and Project Site decisions or instructions given to the Design-Builder by a material or product supplier or manufacturer's personnel that are supplemental or contrary to the written instructions of the material or product supplier or manufacturer.

3. Within 10 Working Days of each field visit, The Design-BUILDER shall submit in duplicate to the Engineer for review and acceptance final reports from a material or product supplier or manufacturer's personnel. If the duration of the field visit is greater than 1 week, the Design-BUILDER shall submit weekly reports. Each final report shall certify that equipment or system has been satisfactorily installed and is functioning correctly.

33.4.10. Sample City QA/QC Checklists:

- 1 Sample City Checklists are available for review and use from the Engineer.

34. NOISE ABATEMENT AND CONTROL:

- 34.1.** The Design-BUILDER shall comply with San Diego Municipal Code, Noise Abatement and Control (Sections 59.5.0401, Sound Level Limits, and 59.5.0404, Construction Noise), and the County of San Diego Code of Regulatory Ordinances, Noise Abatement and Control. In the event of conflict, the most stringent requirement shall apply.
- 34.2.** Noise levels generated by construction activity shall not exceed an average of 75 decibels at the residential property line between the hours of 8:30 a.m. to 3:30 p.m. each Working Day. The Design-BUILDER shall obtain a Noise Permit to conduct work activities taking place before 7:00 AM or after 7:00 PM, each Working Day, or any time on days other than Working Days.
- 34.3.** If the Design-BUILDER desires to conduct Work activities during times when a Noise Permit is required, the Design-BUILDER shall obtain prior written authorization from the Engineer not less than 48 hours in advance, and shall apply for, obtain, and pay for the Noise Permit at no additional cost to City.

35. PROJECT MEETINGS:

- 35.1.** Progress Meetings – Design Phase - The Design-BUILDER shall schedule and hold regular progress meetings at least monthly and at other times as requested by the Engineer. Prior to a progress meeting, the Design-BUILDER shall submit its progress meeting format to the Engineer for review and acceptance. The Design-BUILDER shall also submit to the Engineer for review and acceptance:

- i) A meeting agenda prior to each meeting; and
- ii) Minutes of each meeting prior to the next meeting.

The Design-BUILDER shall ensure that its key personnel attend the progress meetings.

- 35.2.** Progress Meetings – Construction Phase - The Design-BUILDER shall schedule and hold regular weekly progress meetings and at other times as requested by the Engineer. The Design-BUILDER shall report in writing to the Engineer the previous week's progress and the plans for the upcoming three weeks. Twenty-four hours prior to each progress

meeting, Design-Builder shall provide to the Engineer a two-week window (look-ahead) schedule showing activities from the accepted Project Schedule that are to take place during this period, activities started but not yet completed, and activities which have begun out of sequence. Prior to a progress meeting, the Design-Builder shall submit its progress meeting format to the Engineer for review and acceptance. The Design-Builder shall also submit to the Engineer for review and acceptance:

- i. A meeting agenda prior to each meeting; and
- ii. Minutes of each meeting prior to the next meeting.

The Design-Builder shall ensure that its key personnel attend the progress meetings. In addition, the Design-Builder may, at its discretion, request attendance by representatives of its suppliers, vendors, manufacturers, and other subcontractors.

35.3. Public Meetings - During the course of the Project, a minimum of 2 of the Design-Builder's key personnel and the Engineer shall attend community meetings as part of the Design-Builder's community outreach program. Typically, these meetings are scheduled for two to four hours on weekday evenings. At a minimum, 1 meeting will be scheduled at 60 percent design review and the other just prior to construction. The Engineer may direct the Design-Builder to attend other meetings at no additional cost.

35.4. Other Meetings - From time to time during the Project, the Engineer may direct the Design-Builder to attend other meetings. These may include but are not limited to meetings with environmental or regulatory agencies, meetings with Water Operations, utility companies, and other City divisions or departments. These meetings shall be done at no additional cost.

35.5. The Design-Builder shall prepare and submit typical meeting minutes of all meetings including a list of attendees, contact information, proceedings, and all pertinent information.

36. RED-LINES:

36.1 The Design-Builder shall be responsible for Red-lines as described in Whitebook Section 3-7.3 Red-Lines and Record Documents.

36.2 Prior to final completion, The Design-Builder shall prepare and submit one complete set of full sized (24-inch x 36-inch) original final As-Built Drawing CADD plots in accordance with the City's CADD Guidelines. Each CADD drawing sheet shall be stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and wet signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by the Design-Builder.

36.3 Prior to Final Completion, the Design-Builder shall also submit:

36.3.1 One complete full-sized set of the final As-Built.

36.3.2 Two complete electronic file sets of the final As-Built on CDs (typical) prepared in the AutoCADD software in accordance with City's CADD Guideline.

37. RECORD KEEPING:

- 37.1** The Design-Builder shall maintain in a safe place at the Project Site a copy of construction documents (including field test records, correspondence, daily reports, and written interpretations and clarifications), Shop Drawings, Product Data, and Samples in good order. Field Documents, Shop Drawings, Product Data, Samples, and similar submittals are not part of the Contract Documents. The purpose of these documents is to demonstrate construction conformance to the Contract Documents, and the City shall have the right to inspect, audit, review, and copy these documents at any reasonable time.
- 37.2.** The Design-Builder shall not have the authority to approve a Sample or other submittal that is not in strict conformance with the Contract Documents or the accepted final design, unless City has accepted the substitute. No Work requiring a submittal or sample submission shall commence until the submission has been approved by the Design-Builder. A copy of each approved submittal and each approved sample shall be kept in order by the Design-Builder at the Project Site.
- 37.3** The Design-Builder shall list and schedule submittals to be made and upon approval of each submittal transmit to City, within 5 Working Days, 2 copies of same. Failure to deliver the copies of approved submittals may result in withholding of progress payments.
- 37.4** The Design-Builder shall not be relieved of responsibility for any deviations from the requirements of the Contract Documents by City's acceptance of Shop Drawings, Product Data, Samples, or similar submittals unless the Design-Builder has specifically informed City of such deviation at the time of the submittal and City has accepted the specific deviation in writing. The Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by City's acceptance thereof. At the time of each submission, the Design-Builder shall, in writing, specifically identify deviations that the submittals or Samples may have from the requirements of the Contract Documents.

38. REQUIRED TEST/MATERIAL CERTIFICATES:

- 38.1.** The Design-Builder shall ensure that all tests are performed in accordance with the methods prescribed in the most current applicable national standard as may be required by law and as prescribed in the Contract Documents. Materials or Work in place that fails to pass acceptability tests shall be retested, at the direction of City and at the Design-Builder's sole expense. The Design-Builder shall submit all test certificates to City in a timely manner.

39. TRAFFIC CONTROL:

- 39.1.** The City will require the Design-Builder to develop a Traffic Control Plan which minimizes environmental impacts, including noise, to residences, businesses, and institutions. The City will also require the final Traffic Control Plan to incorporate input from the community as well as from City staff.

40. REFERENCE STANDARDS:

- 40.1.** Except as otherwise noted or specified, the Work shall be completed in accordance with reference standards listed in **INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS** of this RFP.

41. DESIGN GUIDELINES:

- 41.1** Americans with Disabilities Act (ADA) | Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 41.2** American Water Works Association (AWWA)
- 41.3** California Building Code as adopted by the City of San Diego*
- 41.4** California Code of Regulations, Title 24
- 41.5** City of San Diego Approved Materials List (AML) as approved by the Water (<https://www.sandiego.gov/sites/default/files/legacy/water/pdf/cip/approvedmaterials.pdf>) and Metropolitan Wastewater Departments (<https://www.sandiego.gov/sites/default/files/legacy/mwwd/pdf/sewerdesign.pdf>)
- 41.6** City of San Diego Computer Aided Design and Drafting (CADD), <https://www.sandiego.gov/ecp/edocref/drawings>
- 41.7** City of San Diego Landscape Technical Manual
- 41.8** City of San Diego's Manual of Preparation of Land Development and Public Improvement plans
<https://www.sandiego.gov/planning/programs/landdevcode/landdevmanual>
- 41.9** City of San Diego Standard Drawings
https://www.sandiego.gov/sites/default/files/standard_drawings_2021_edition.pdf
- 41.10** City of San Diego Street Design Manual
<https://www.sandiego.gov/planning/programs/transportation/library/stdesign>
- 41.11** City of San Diego Sewer Design Guidelines
<https://www.sandiego.gov/sites/default/files/legacy/mwwd/pdf/sewerdesign.pdf>
- 41.12** City of San Diego Technical Guidelines for Geotechnical Reports,
<https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/geoguidelines.pdf>
- 41.13** City of San Diego, Water Department Guidelines and Standards Books 1 through 7
<https://www.sandiego.gov/sites/default/files/water-facility-design-guidelines-2021.pdf>
- 41.14** City of San Diego, Whitebook
https://www.sandiego.gov/sites/default/files/the_whitebook_2021_edition.pdf
- 41.15** County of San Diego Code of Regulations
- 41.16** Greenbook: Standard Specifications for Public Works Construction
- 41.17** National Electric Code (NEC) as adopted by the City of San Diego*

- 41.18** State of California Health and Safety Code
 - 41.19** Uniform Fire Code (UFC) as adopted by the City of San Diego*
 - 41.20** Uniform Mechanical Code (UMC) as adopted by the City of San Diego*
 - 41.21** Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
 - 41.22** Construction Planning & Scheduling Manual by AGC of America
 - 41.23** The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents
 - 41.24** City of San Diego Municipal Code;
<https://www.sandiego.gov/city-clerk/officialdocs/municipal-code>
 - 41.25** State Historic Preservation Act
- *Any and all codes, regulations, and permits (including amendments) issued by City's Planning and Development Services Department.

42. BRIDGING DOCUMENTS:

- 42.1** The following is a list of the Bridging Documents for this project available at:
https://drive.google.com/drive/folders/1A_X5pqePkQj2JE94P1wVHxAzoMllvw9r?usp=drive_link
1. FSN List Water and Sewer
 2. Project Scope Map Sewer and Water
 3. Water Modeling
 4. Access Law Design Compliance Memorandum
 5. Paving Conflict Maps
 6. Constraints Maps
 7. Traffic Control Approach Memo
 8. Street Preservation Ordinance
 9. OCI Map
 10. 30% Plan Sheets
 11. 30% MicroStation File
 12. City Engineer Street Preservation Ordinance Memo – 11/30/2023
 13. Implementation of CBC Curb Ramp Requirements – 09/23/2022
 14. Curb Ramp Design Memo and Guidelines – 09/10/2020
 15. Public Utilities As-builts (Sewer)
 16. Public Utilities As-builts (Water)
 17. AT&T – Dry Utility As-built

- 18. Cox – Dry Utility As-builts
- 19. SDG&E - Dry Utility As-built

43. SUPPLEMENTAL REQUIREMENTS: All submitted hardcopy drawings and documents shall also be provided to the City in PDF format with electronically searchable text (not scanned images) to include drawings, specifications, details, reports, RFI's, Invoices, and all other documents of every type. Excel files of documents shall be provided when requested by the City.

- 43.1** The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations in the attached Project Scope Work List (see bridging documents).
- 43.2** The replacement and installation of all water main shall satisfy the separation requirements of State Water Resources Control Board – Division of Drinking Water. All water main shall be relocated as necessary in order to meet the separation requirements. If relocation not feasible, The Design-Builder shall submit the waiver request to State Water Resources Control Board – Division of Drinking Water for review and approval
- 43.3** Only ADA improvements triggered by this project shall be included in the design. New sidewalks are not included except to replace portions triggered by ADA compliance requirements. See bridging documents.
- 43.4** The Preliminary Report entitled 'Access Law Design Compliance Memorandum' provided in this RFP is for information and guidance only and shall not to be used as the final design solution for accessibility requirements for the project. The Design-Builder is still responsible for the verification of any additional requirements, detailed compliance research, site confirmation, and design. The Design-Builder shall submit the plans at 60% and Final Design to the Access Law Compliance Section as required for the citywide plancheck and shall ensure that all outstanding comments are addressed and resolved before proceeding with construction.
- 43.5** The Design-Builder shall identify all existing fire services by field inspection, research of City records specifically including the City PUD cross connection database, and water billing records, and research of as-builts. Design-Builder shall provide all work necessary to reconnect all existing fire services.
- 43.6** Gate valves shall be used for water main up to and including 12" size. Butterfly valves shall be used on 16" or larger water mains which shall have a bypass installed for transmission mains only Valves shall be size on size to match fittings and reducers shall not be used to provide reduced size valves in lieu of this.
- 43.7** The Design-Builder shall not design for water services and fire hydrants to be utilized as air valves or blow offs unless approved by the City. The Design-Builder shall provide air valves and blow offs as necessary per the Water Design Guidelines.
- 43.8** Five (5) feet of cover is required for all 16" transmission mains per the City Water Design Guide. Where this is not feasible or cost-effective the Design-Builder shall provide justification including calculations sufficient for the City PUD to allow an exception where appropriate

- 43.9** This RFP does not provide as-built drawings and other information collected during preliminary planning for this project. The Design-Builder shall be responsible for researching and obtaining all as-built drawings and any other information from the City and/or other agencies which will be necessary to complete the scope of work.
- 43.10** The Design-Builder shall resolve design and construction problems by a typical professional process including but not limited to research, field investigation, developing alternates, calculations, cost-effective analysis, making decisions/recommendations and obtaining City concurrence as needed. This process shall be diligently followed before the Design-Builder seeks direction from the City.
- 43.11** The Design-Builder shall follow the City standard practice for design and construction when not specifically addressed in the RFP scope of work, reference documents, and design guides.
- 43.12** The Design-Builder shall submit a brief monthly progress report in a format acceptable to the City, with map illustrating where water and sewer pipe was installed, feet installed, total feet and percent complete for the entire duration of the project.
- 43.13** The City shall not be responsible for any assumptions the Design-Builder based their price proposal on, and the Design-Builder shall not be entitled to any additional payment for any such assumptions on which their price was based.
- 43.14** The price proposal shall include all work and materials and any references in this RFP to unit price, lump sum price, bid price or similar language shall not entitle the Design-Builder to any additional payment.
- 43.15** The price proposal shall include all work and materials, and any references to or requirements for restricted work hours and/or night work shall not entitle the Design-Builder to any additional payment.
- 43.16** The Design-Builder shall perform all work described in the bridging documents Street Resurfacing map to define the paving scope of work.
- 43.17** The Design-Builder shall submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item in the SOV.
- 43.18** The RFP's maps and descriptions of proposed improvements such as "replace in place" are conceptual only and deviations from this in the final design by the Design-Builder shall not entitle the Design-Builder to any additional payment.
- 43.19** The Design-Builder shall do all work necessary for any required replumbing of sewer laterals including but not limited to preparing replumb agreements in a format acceptable to the City, performing geotechnical evaluation if needed, potholing as needed, provide design phase coordination services with property owners including community group coordination, door hanger notices, notification letters, notary services, a fact sheet, and replumb agreement coordination, obtain all necessary signatures, notarization, and getting them recorded at the County. Recording fees shall be paid by the Design-Builder.
- 43.20** The Design-Builder shall obtain the necessary permits to work on private property prior to the commencement of work.

43.21 The Design-Builder shall not deviate from the scope of work as defined in the bridging documents without considering the environmental impacts as defined in the environmental document.

43.22 Traffic Signal Loop and Appurtenance: The Design-Builder is responsible to replace all traffic loops at every signalized intersection -with AC overlay work and install loops for bike lanes as applicable. Design-Builder shall show the traffic signal loops that need to be replaced on the plans and shall coordinate with the City prior to working on removing and replacing the Traffic Signal Loop and appurtenance.

43.23 For conflicts with outside utilities (including SDGE) identified during design or construction, notify the Engineer once the conflict has been identified to discuss the conflict locations. When feasible, the Design-Builder shall design around the identified conflict. The Design-Builder shall notify the City if the conflict cannot be designed around or relocation of the utility conflict is required, and Design-Builder shall incorporate all required notes on plans and shall schedule their work accordingly to allow time to coordinate the conflicts with the outside utility company and for the outside utility company to relocate the conflict. As part of various design phase efforts, the Design Builder shall oversee conflict coordination with the various utility companies and maintain a log of the utility companies' review comments.

44. The Work shall be performed in accordance with:

44.1 The Work shall be performed in accordance with:

44.1.1. The Request for Proposal and Attachment A – Project Description, Scope of Work, Technical Specifications, and/or Bridging Documents, inclusive.

45. LOCATION OF WORK: The location of the Work is as follows:

See **Appendix E - Location Map.**

ATTACHMENT B

PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1.** Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

Within 10 Working Days after the Bid Opening date, the Apparent Low Bidder must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

- 1.1.1.** Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT".
- 1.2.** Your failure to perform any of the following may result cancelling your award of the Contract:
- 1.2.1.** Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
- 1.2.2.** Agreeing to a Phased Funding Schedule within thirty Working Days after meeting with the City's Project Manager.

2. POST-AWARD

- 2.1.** Do not start any construction activities for the next phase until the NTP has been issued by the Engineer. The City will issue separate Notice to Proceed (NTP) documents for each phase.
- 2.2.** If requested, the Engineer may issue the NTP for the next phase before the end of the current approved phase.

PHASED FUNDING SCHEDULE AGREEMENT

RFP NUMBER: K-24-2280-DB1-3

CONTRACT OR TASK TITLE: Rolando Improvements 2

CONTRACTOR: TC Construction Company Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in <u>Phase 1</u> shall include: bonds, data gathering, obtaining permits, plan check reviews and approvals, engineering design development of sewer, water, resurfacing, surface improvements, and traffic control plans through final stamped signed plans.	NTP	05/31/2025	\$1,020,000.00 B-21031 Sewer \$550,000.00 B-21033 Water <u>Phase 1 Total =</u> \$1,570,000.00
2	Work to be completed in <u>Phase 2</u> shall include: mobilization, potholing, and videotaping of existing conditions. Installation of approximately <u>12,393 LF</u> of sewer mains and associated appurtenances. Installation of approximately <u>1,000 LF</u> of water mains and associated appurtenance, including street resurfacing, accessibility improvements and surface stripping.	06/01/2025	05/31/2026	\$14,550,874.20 B-21031 Sewer \$1,710,000.00 B-21033 Water <u>Phase 2 Total =</u> \$16,260,874.20
3	Work to be completed in <u>Phase 3</u> shall include installation of the remaining <u>5,966 LF</u> (from <u>1001 LF</u> to <u>6966 LF</u>) of water mains and associated appurtenances, including remaining street resurfacing, accessibility improvements, surface striping and preparation of as-built record drawings.	06/01/2027	NOC	\$1,000,000.00 B-21031 Sewer \$5,083,620.80 B-21033 Water <u>Phase 3 Total =</u> \$6,083,620.80
Sewer (B-21031) Total:				\$16,570,874.20
Water (B-21033) Total:				\$7,343,620.80
<u>Contract Total:</u>				\$23,914,495.00

Notes:

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

CITY OF SAN DIEGO

PRINT NAME: Donny Gerardi
Construction Senior Engineer

Signature: Donny Gerardi

Date: 8/5/24

PRINT NAME: Jaime Ramos
Design Senior Engineer

Signature: Jaime L. Ramos

Date: 08/05/2024

CONTRACTOR

PRINT NAME: Austin Cameron

Title: President

Signature: Austin Cameron

Date: 8/5/24

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.
2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.

4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the

- project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
- ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
 - vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to

file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K.

CERTIFICATION.

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

L.

CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
 - ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the

materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.

- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:

- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
- ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

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

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

I. SUBCONTRACTOR SUBSTITUTION.

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

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
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ATTACHMENT D
PREVAILING WAGE

ATTACHMENT D

PREVAILING WAGE

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.
- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list

of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

1.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.
 - b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK":

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

Holiday	Observed On
Juneteenth	June 19

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

Normal Working Hours: Normal Working Hours shall be **8:00 AM to 3:30 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the base Bid.

3-7.6.1 Use of Computer Aided Drafting and Design. To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:

1. Use AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

3-8.4 Supporting Information. To the "WHITEBOOK", ADD the following:

4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see **Appendix I – Rehabilitation Data Collection – Sample Sewer Mains, Laterals, Manholes Data Templates**.
 - a) Laterals
 - b) Sewer Mains
 - c) Manholes

3-8.7 Contractor's Quality Control Plan (QCP). To the "WHITEBOOK", ADD the following:

7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix F - Sample Contractor's Daily Quality Control Inspection Report**.

3-12.7 Drinking Water Discharges Requirements. To the "WHITEBOOK", ADD the following:

1. You shall record the results for each discharge event on the City's Drinking Water Discharge Monitoring form included as **Appendix G - Monthly Drinking Water Discharge Monitoring Form**.

3-12.8.3 Equipment. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the dewatering operations. The alignment of this pipeline shall be subject to the approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the Traveled Surface in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

3-15.3 Coordination. To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Seminole Dr and Solita Ave. See **Appendix L – Coordination Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Clay Neighborhood Park Improvements, Project Manager Francis Albert Marquez, 619-533-4207
 - b) Seminole Dr (Phase II), Project Manager Ross Bowen, 858-541-4363

SECTION 4 - CONTROL OF MATERIALS

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

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

4-6 **TRADE NAMES.** To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:

<https://www.sandiego.gov/ecp/edocref/>

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 **INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 **INSURANCE.**

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1 **Policies and Procedures.**

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.

6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

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

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable

state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall 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 shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain 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 no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.

3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$3,000,000** per claim and **\$3,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- 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.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall 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 shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall 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 shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- 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.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall 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 shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall 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 shall provide cross-liability coverage.

5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

5-10.3 Exclusive Community Liaison Services. To the "WHITEBOOK", ADD the following:

- 2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

5-10.3.2 Weekly Updates Recipients.

1. 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:

Jaime Ramos, Senior Engineer, (619) 533-5103, JRamosBanuel@sandiego.gov

Jericho Gallardo, Project Manager, (619) 533-7523, JGallardo@sandiego.gov

James Piel III, Project Engineer, (619) 533-4167, JRPiel@sandiego.gov

Resident Engineer, TBA

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", ADD the following:

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

6-3 TIME OF COMPLETION. To the "WHITEBOOK", ADD the following:

1. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **262 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

6-3.1 General. To the "WHITEBOOK", item 3, subitem d, DELETE in its entirety and SUBSTITUTE with the following:

- d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation".

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **NOTICE OF EXEMPTION** for **ROLANDO IMPROV 2**, Project No. **B-21031.02.06 (Sewer)**, **B-21033.02.06 (Water)**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-6.2.2 Paleontological Monitoring Program. To the "WHITEBOOK", ADD the following:

3. You shall retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the

paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

6-9

LIQUIDATED DAMAGES. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1

General. To the "WHITEBOOK", ADD the following:

3. The Lump Sum Bid item for "**Engineering and Design Services**" shall include, all management, supervision, labor, professional engineering services, investigations, equipment, software, tools, supplies, and any other item of every kind and description required for the complete design of the Project as specified in the Contract Documents, and Attachment A.
4. The Lump Sum Bid item for "**Construction**" shall include all management, supervision, labor, services, testing, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete construction of the Project as specified in the Contract Documents, and Attachment A.

7-3.2.2.1 Progress Payment for Pipelines. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. In asphalt-surfaced streets, the City shall pay 15% for hydrostatic and bacterial testing, Wayneball and Mandrelling (where necessary), for water and sewer utility constructions respectively, and operational testing for storm drains, including the trench cap and cleanup. The City shall pay the remaining 5% after completing the asphalt wearing surface, Trench Capping per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", and final cleanup.

7-3.9 FIELD ORDERS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

7-3.11 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK", ADD the following:

5. This Contract **is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. To the "GREENBOOK", ADD the following:

1. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

2. Refer to AWWA C900-16 for all references to AWWA C905.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1.6 Preparatory Repair Work. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
 - a. Offset distance of the appurtenance from the curb face
 - b. The limits of the appurtenance or corners of the vault/box
6. The quantities shown on the Plans are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown on the plans.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.

8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Class 2 aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Class 2 aggregate base, have been identified on the Plans as "DO", Dig Out, also called Base Repairs.
14. The areas and quantities shown on the Plans are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. 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".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".
18. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".

19. Following the asphalt placement, you 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, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) 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. Base repairs shall have a minimum depth of 10".
 - c. You shall repair the areas shown on the Plans of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
 - d. When additional base material is required, then you shall use Class 2 aggregate base in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
 - e. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
 - f. You 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.
 - g. 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 pavement.
 - h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base

(Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified on the Plans as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)". The Asphalt Concrete Base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE".

- i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General".
- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. A Base repair is considered unscheduled when it is not identified on the Plans as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate base material placed or as directed by the Engineer.

301-1.7 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
- 2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
- 3. The areas and quantities shown on the Plans 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 prepared and these designated areas shall be considered to take precedence over the areas shown on the plans. The quantities shown on the plans are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.

4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for **"Excavate and Export (Scheduled, 10 Inch)"** and **"Excavate and Export (Unscheduled, 10 Inch)"**, **"Asphalt Concrete Base (Scheduled, 5 Inch)"** and **"Asphalt Concrete Base (Unscheduled, 5 Inch)"**, **"Class 2 Aggregate Base (Scheduled, 5 Inch)"** and **"Class 2 Aggregate Base (Unscheduled, 5 Inch)"** if applicable, shall be included in the Bid Item for **"Construction"**. No Payment shall be made for areas of over excavation as determined by the Engineer.
5. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"** if applicable, shall be included in the Bid Item for **"Construction"**.
6. The payment for Excavation shall be paid at the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"** if applicable, shall be included in the Bid Item for **"Construction"** for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
7. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

301-2.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

1. Payment for Class 2 aggregate base material installed shall be made at the Contract Unit Price for **"Class 2 Aggregate Base (Scheduled, 5 Inch)"** and **"Class 2 Aggregate Base (Unscheduled, 5 Inch)"** per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer if applicable, shall be included in the Bid Item for **"Construction"**.

SECTION 302 – ROADWAY SURFACING

302-5.2 Pavement Restoration Adjacent to Trench. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-5.2 Pavement Restoration Adjacent to Trench Influence Zone.

1. The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING, and as shown on the Plans.
2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
3. Existing pavement shall be removed in accordance with SECTION 404 – COLD MILLING, and as shown on the Plans.
4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6, "Preparatory Repair Work", and as shown on the Plans.

302-5.2.1 Measurement and Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9, "Measurement and Payment", and paid for under Bid Item **"Asphalt Concrete Overlay (2 Inch)"**, unless separate Bid items have been provided. The following shall be included in the payment for **"Asphalt Concrete Overlay (2 Inch)"** if applicable, shall be included in the Bid Item for **"Construction"**.
 - a) Saw-cutting existing edges.
 - b) Applying tack coat.
 - c) Placement, curing, and protection of new pavement.
2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12, "Payment", and paid for under Bid Item **"Cold Milling (2 Inch)"** if applicable, shall be included in the Bid Item for **"Construction"**.
3. The payment for base repair Work shall be made in accordance with Section 301-1.7, "Payment".

302-6.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5.10.2 Payment To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for each curb ramp shall include transition areas, landings, DWTs, demolition and disposal, forming, relocating or raising items in conflict to grade, cutting or removing defined portions of existing raised medians, installing new or relocating existing pedestrian push buttons, adjusting or replacing existing pull boxes or meter vaults, painting defined limits of adjacent curbs, relocating stop bar and stop sign and limit line, removing or relocating existing bollard, protecting and preserving existing survey monuments and improvements, and restoring pavement.

To the "WHITEBOOK", ADD the following:

6. Items "additional sidewalk" and "additional curb" are not to be used for the final sidewalk and curb restoration from sewer laterals improvements and/or water services/hydrants improvements. Final restorations for impacted sidewalk panels and curb are to be included as part of the pipeline improvements items.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-1 GENERAL. To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

ADD:

306-1.1

High-line Phasing.

1. Build the Project in accordance with the water high-lining phasing shown on the Plans.

- 306-3.3.4 Payment.** To the "WHITEBOOK", ADD the following:
12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.
- 306-15 PAYMENT.** To the "GREENBOOK", ADD the following:
1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- 306-15.1 General.** To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:
- n. Permanent resurfacing. See **306-1 GENERAL** for permanent pavement restoration requirements.
- 306-15.6 Hydrants.** To the "WHITEBOOK", ADD the following:
5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 6. See **306-1 GENERAL** for permanent resurfacing requirements.
- 306-15.7 Buried Structures.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 306-15.7 Buried Structures.** To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:
- The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 GENERAL** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.
- 306-15.8 Pipeline Appurtenances.** To the "WHITEBOOK", ADD the following:
10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 GENERAL** for permanent resurfacing requirements.
- 306-16.6 Payment.** To the "WHITEBOOK", ADD the following:
6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a. See **306-1 GENERAL** for permanent resurfacing requirements.

306-17.2 Payment. To the "WHITEBOOK", ADD the following:

12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
13. See **306-1 GENERAL** for permanent resurfacing requirements.

SECTION 307 - JACKING AND TUNNELING

307-1 JACKING OPERATIONS. To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

307-1.7 Payment. To the "WHITEBOOK", ADD the following:

2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
3. See **307-1 Jacking Operations** for permanent resurfacing requirements.

SECTION 308 - MICROTUNNELING

308-1 GENERAL. To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of

San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.

- a. SDG-105, "Pavement Restoration General Notes"
- b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
- c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

308-10 RESTORATION OF SURFACE IMPROVEMENTS. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See Section **308-1 GENERAL** for permanent resurfacing requirements.

308-12 PAYMENT. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for microtunneling, including casing, carrier pipes, and surface improvement restoration, shall be included in the Bid item for "**Sewer Main by Microtunneling with Steel Casing**" if applicable, shall be included in the Bid Item for "**Construction**".

SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING

315-1 GENERAL. To the "WHITEBOOK", ADD the following:

2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

- e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

315-14 MEASUREMENT AND PAYMENT. To the "WHITEBOOK", ADD the following:

- 3. See Section **315-1 GENERAL** for permanent resurfacing requirements.

SECTION 316 – PIPE BURSTING

316-1 GENERAL. To the "WHITEBOOK", ADD the following:

- 2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

316-9 MEASUREMENT AND PAYMENT. To the "WHITEBOOK", ADD the following:

- 3. See Section **316-1 General** for permanent resurfacing requirements.

SECTION 317 – PIPE FUSION

317-1 PIPE FUSION FOR SEWER MAINS. To the "WHITEBOOK", ADD the following:

- 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"

- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

317-1.10 Payment. To the "WHITEBOOK", ADD the following:

- 3. See Section **317-1 Pipe Fusion For Sewer Mains** for permanent resurfacing requirements.

317-2.12 Payment. To the "WHITEBOOK", ADD the following:

- 3. See Section **317-1 Pipe Fusion For Sewer Mains** for permanent resurfacing requirements.

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL. To the "WHITEBOOK", ADD the following:

- 6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

SECTION 401 - REMOVAL

401-3.1 Concrete Pavement. To the "WHITEBOOK", ADD the following:

- 4. See Section **400-1 General** for permanent resurfacing requirements.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:

- 7. See Section **400-1 GENERAL** for permanent resurfacing requirements.

SECTION 402 – UTILITIES

402-1.1 **General.** To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400-1 GENERAL** for permanent resurfacing requirements.

To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTUTE with the following:

2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".

402-2 **PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix K - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-8 **PAYMENT.** To the "WHITEBOOK", ADD the following:

6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

SECTION 404 – COLD MILLING

404-1 **GENERAL.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or as shown on the Plans.

SECTION 500 – PIPELINE REHABILITATION

500-1 **GENERAL.** To the "WHITEBOOK", ADD the following:

5. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including

influence area, shall be included in the associated Bid Items pertinent to the Work.

- a. SDG-105, "Pavement Restoration General Notes"
- b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
- c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

500-4.7 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The point repair Work shall be measured and paid for in the Bid Item for each **"Point Repair for Existing Sewer Main"** if applicable, shall be included in the Bid Item for **"Construction"** Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item **"Point Repair for Existing Sewer Main"** if applicable, shall be included in the Bid Item for **"Construction"**. This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill and restore pavement. See **500-1 GENERAL** for permanent pavement restoration requirements.

SECTION 503 – SERVICE LATERAL REHABILITATION

503-1 GENERAL. To the "WHITEBOOK", ADD the following:

- 7. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

- e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

503-6 PAYMENT. To the "WHITEBOOK" item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The point repair Work for sewer laterals shall be in accordance with 500-4, "PIPELINE POINT REPAIR AND/OR REPLACEMENT" and shall be included in the Bid Item for each "**Point Repair for Existing Sewer Lateral**" if applicable, shall be included in the Bid Item for "**Construction**". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item "**Point Repair for Existing Sewer Main**" if applicable, shall be included in the Bid Item for "**Construction**". This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill, pavement restoration (and influence area) including sidewalks, driveways and any other above ground improvements.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2.1.2 Engineered Traffic Control Plans (TCP). To the "WHITEBOOK", ADD the following:

- 5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) 70th Street
 - b) El Cajon Blvd.

SECTION 700 – MATERIALS

700-1.3 (86-1.02B) Conduit. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation" and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement

Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

SECTION 701 - CONSTRUCTION

701-2 PAYMENT. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

SECTION 901 - INSTALLATION AND CONNECTION

901-1.1.2.3 High-lining Removed by the Contractor. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following

2. After removing all high-lining construction material and debris, you shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with PART 4 - EXISTING IMPROVEMENTS. Street resurfacing shall be restored in accordance with the SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

901-2.4 Pavement Restoration. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

901-2.5 Payment. To the "WHITEBOOK", item 1, subitem g, and item 3, DELETE in their entirety and SUBSTITUTE with the following:

- g. Pavement Restoration including influence area.

3. Traffic Control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid Item for **"Pavement Restoration for Final Connection"** if applicable, shall be included in the Bid Item for **"Construction"**. Asphalt overlay Work shall be paid for under separate Bid items.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 GENERAL. To the "WHITEBOOK", ADD the following:

8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.
-

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

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

Project Name: Rolando Improv 2

WBS No.: B-21031.02.06(S) and B-21033.02.06(W)

Project Location-Specific: Proposed work locations at Seminole Drive, Filipo Street, alley west of Filipo Street, Solita Avenue, Aragon Drive, Serrano Place, alley south of El Cajon Boulevard, alley west of Aragon Drive, alley west of Rolando Boulevard, Rolando Boulevard, alley west of Valencia Drive, Valencia Drive, alley north and south of Amherst Street, 67th Street, Rosefield Drive, 68th Street, Amherst Street, Eberhart Street, 69th Place, 70th Street, Colony Road, 71st Street. Within the Mid-City: Eastern and College Community Planning Areas (Council District 9).

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

Description of nature and purpose of the Project: The project proposes the following improvements.

Water Improvements:

The project proposes to replace-in-place via open trench approximately 6,195 linear feet (1.17 miles) of existing 6 and 8-inch diameter AC water mains with PVC water mains. The project proposes to construct approximately 770 linear feet (0.15 miles) of new 8-inch water mains via open trench. Approximately 344 linear feet (0.07 miles) of existing water main would be abandoned in City ROW. Water services, fire hydrants, valves, and other appurtenances are also included with the water improvements.

Sewer Improvements:

The project proposes to replace-in-place via open trench approximately 3,935 linear feet (0.75 miles) of existing 6 and 8-inch vitrified clay (VC) and concrete pipe (CP) sewer mains with PVC sewer mains. The project proposes to construct 3,485 linear feet (0.66 miles) of new 8-inch sewer mains via open trench. The project proposes to rehabilitate 4,973 linear feet (0.94 miles) of existing 6 and 8-inch vitrified clay (VC), cast iron (CI), and concrete pipe (CP) sewer mains. Approximately 3,483 linear feet (0.66 miles) of existing sewer main would be abandoned in City ROW and easements. Six manholes would be abandoned in City ROW. Five manholes would also be abandoned in City easements. Approximately 20 new sewer manholes are proposed in various locations. 19 existing manholes would be replaced-in-place along the project alignment within the paved City right-of-way. 23 existing sewer manholes are proposed to be rehabilitated in various locations within paved City right-of way and in City easements. Approximately 96 new sewer lateral replumbs shall be installed.

Street Improvements:

The project would also include street resurfacing, new sidewalks, and new curb ramps.

Geotech & Potholing:

A geotechnical investigation will occur during the design phase. Approximately 15 borings would be within paved right-of-way

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Nicholas Ferracone
Email/Phone No.: nwferracone@sandiego.gov / (619) 533-4182
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

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: Section 15301 Existing Facilities and 15302 Replacement or Reconstruction, 15303 New Construction.
- ☐ Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which consist of the rehabilitation of existing public utilities such as water and sewer mains, laterals, manholes, water meters, valves, hydrants ; Section 15302 (Replacement and Reconstruction) which consist of the replacement or reconstruction of existing public water and sewer mains, laterals, manholes, water services, valves, hydrants and other appurtenances; Section 15303 (New Construction) which allows for the construction of new water and sewer mains, sewer lateral, manholes, sidewalks and curb ramps; and where the exceptions listed in Section 15300.2 would not apply.

The project will implement paleontological resources monitoring for grading activities in accordance with San Diego Municipal Code Section 142.0151.

Lead Agency Contact Person: Nicholas Ferracone

Telephone: (619) 533-4182

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA.

Carrie Purcell

Carrie Purcell, Deputy Director

1/16/24

Date

Check One:

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

Date Received for Filing with County Clerk or OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

Process for Issuance

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

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2. Construction and maintenance related activities (see Tab 2).

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party

Company Name and Address

Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount	
	1				1.00	\$ -		\$0.00		\$0.00	0.00	\$0.00	\$ -
	2				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	3				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	4				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	9					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	10					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	11					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	12					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	13					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	14					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	15					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	16					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	17					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		CHANGE ORDER No.				\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		Total Auhtorized Amount (Original)				\$ -		\$0.00		\$0.00		\$0.00	\$ -
		Total Authorized Amount (including approved Change Order)				\$ -		\$0.00		\$0.00	Total Billed	\$0.00	Total Amount Remaining
								\$0.00		\$0.00			\$ -

SUMMARY

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

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

Resident Engineer

Date

Construction Engineer

Date

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

1/10/2024 Rev

Roland Improvements 2

K-24-2280-DB1-3

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

APPENDIX E
LOCATION MAPS

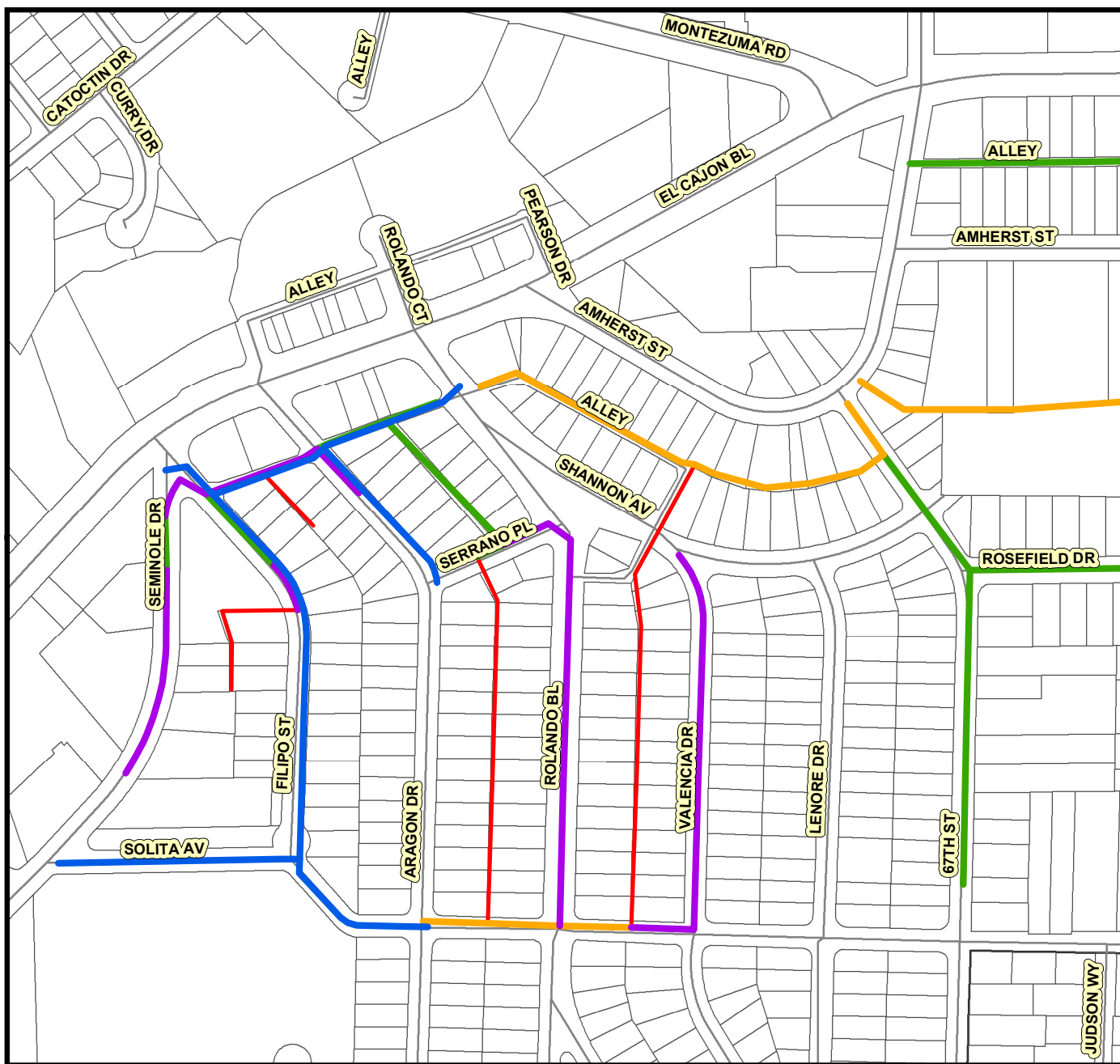
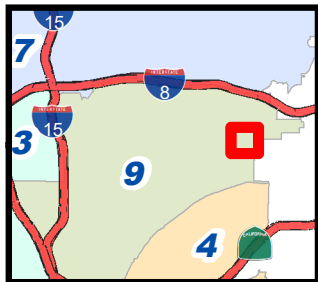
ROLANDO IMPROV 2

SENIOR ENGINEER
JAIME RAMOS
619-533-5103

PROJECT MANAGER
JERICO GALLARDO
619-533-7523

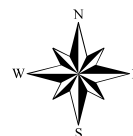
PROJECT ENGINEER
JAMES PIEL
619-533-4167

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

- Proposed Water
- Proposed Sewer - Replace-in-Place
- Proposed Sewer - New Alignment
- Abandoned Sewer
- Proposed Sewer - Rehab



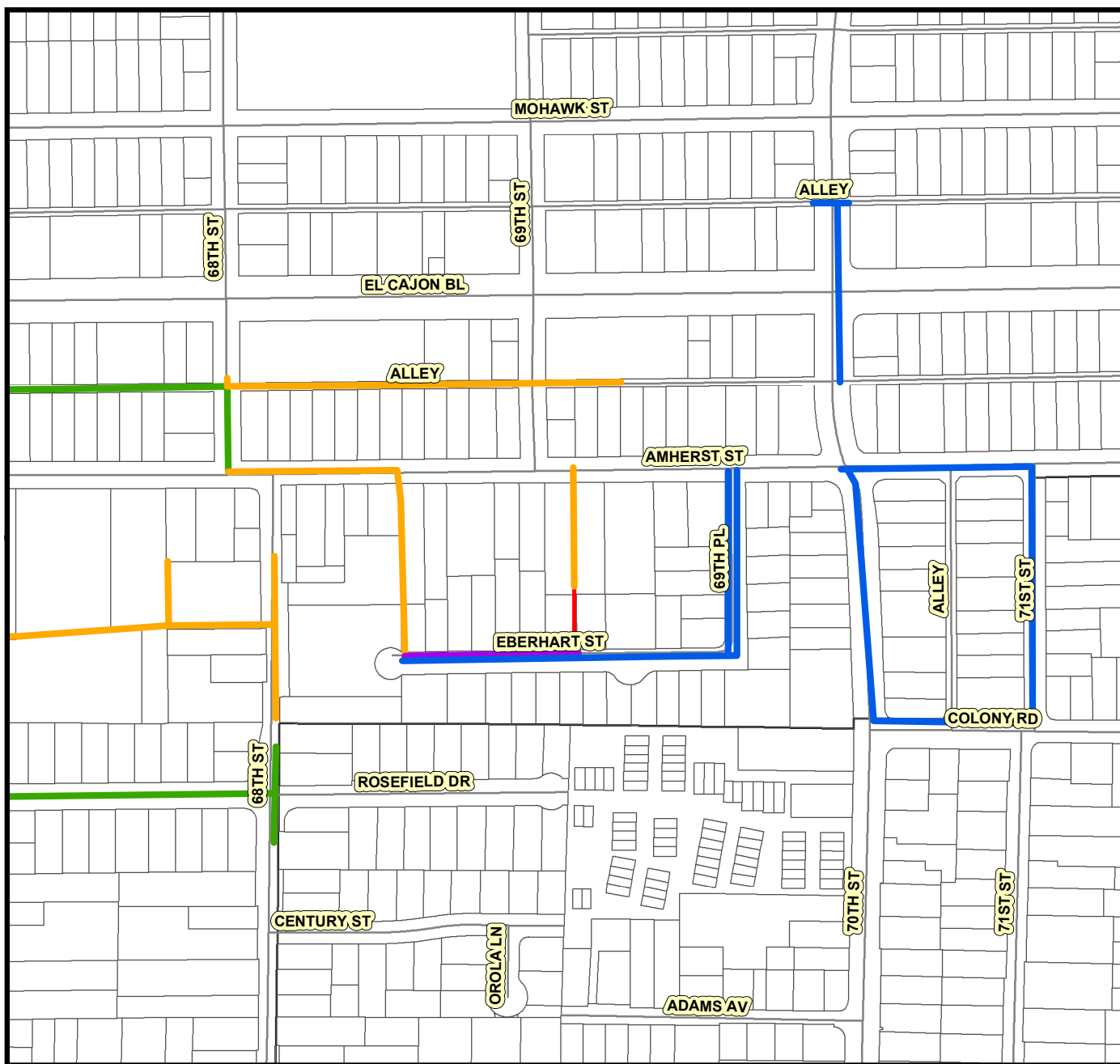
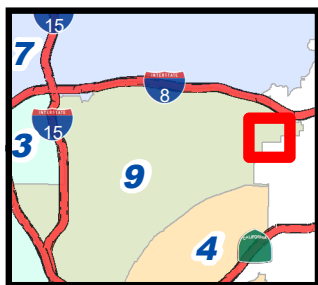
ROLANDO IMPROV 2

SENIOR ENGINEER
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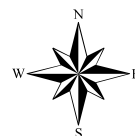
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FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
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Legend

- Proposed Water
- Proposed Sewer - Replace-in-Place
- Proposed Sewer - New Alignment
- Abandoned Sewer
- Proposed Sewer - Rehab



APPENDIX F
CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix F

City of San Diego
Asphalt Concrete Overlay
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

City of San Diego
Asphalt Concrete Overlay
Contractor's Daily Quality Control Inspection Report (continued)

Location and nature of defects:

1. _____
2. _____
3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

1. _____
2. _____
3. _____

Date's City Laboratory representative was present:

1. _____
2. _____
3. _____

Verified the following:

Initials:

- | | |
|--|-------|
| 1. Proper Storage of Materials & Equipment | _____ |
| 2. Proper Operation of Equipment | _____ |
| 3. Adherence to Plans and Specs | _____ |
| 4. Review of QC Tests | _____ |
| 5. Safety Inspection | _____ |

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX G

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

Project Name:		WBS No.:		Watershed No.										
Qualified Person Conducting Tests:		signature												
BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.														
Event #1														
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedance ⁷			Notes Report exceedance to RE & complete page 2 of 2		
					Measure	Unit	Time	Result	Limit	No	Yes			
Inlet Location Start Date: Time: End Date: Time:	Superchlorinated (Chlorine added for disinfection)	TSW (All Categories)	Sweep flow path (gutter, street, etc.)	Total	Chlorine	mg/L			0.1 mg/L= Exceedance					
	Large Volume (≥ 325,850 gal)	PUD (All Categories)	Dechlorination (diffusers, chemicals, etc.)				Reused (if any)							
	Well Dev/Rehab (Not Typical)	Water Board (Large Volume Only)	Inlet Protection		Turbidity	NTU				20 NTU= Exceedance 225 NTU= Exceedance for Ocean				
	Small Volume/Other (No Sampling Required)	County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	Erosion Controls											
			Sediment Controls		pH	Unit			Range 6.5 to 8.5					
	Event #2													
	Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedance ⁷			Notes Report exceedance to RE & complete page 2 of 2	
Measure						Unit	Time	Result	Limit	No	Yes			
Inlet Location Start Date: Time: End Date: Time:	Superchlorinated (Chlorine added for disinfection)	TSW (All Categories)	Sweep flow path (gutter, street, etc.)	Total	Chlorine	mg/L			0.1 mg/L= Exceedance					
	Large Volume (≥ 325,850 gal)	PUD (All Categories)	Dechlorination (diffusers, chemicals, etc.)				Reused (if any)							
	Well Dev/Rehab (Not Typical)	Water Board (Large Volume Only)	Inlet Protection		Turbidity	NTU				20 NTU= Exceedance 225 NTU= Exceedance for Ocean				
	Small Volume/Other (No Sampling Required)	County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	Erosion Controls											
			Sediment Controls		pH	Unit			Range 6.5 to 8.5					

Instructional Notes found on the Page 2 of 2

PAGE 1 OF 2

Engineering & Capital Projects Department

Submit completed Form to RE
 Construction Management & Field Services Division
 Version 4

Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Event #2	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email
TSW	3 days prior to all discharges	SWPPP@SanDiego.gov
PUD	3 days prior to all discharges	CompReports@SanDiego.gov Rdavenport@SanDiego.gov
San Diego Water Board	3 days prior to Large Volume discharges	SanDiego@WaterBoards.ca.gov Ben.Neill@WaterBoards.ca.gov
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: Joseph.Palmer@SDCounty.ca.gov Dominique.Edwards@SDCounty.ca.gov
	3 days prior if enter county MS4 or unincorporated County	WPP: Nicholas.DeValle@SDCounty.ca.gov LUEG.Watersheds@sdcounty.ca.gov

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean 100 NTU for wells
pH	Field Measure	6.5 - 8.5

APPENDIX H

HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____ 24 HR. PHONE () _____
ADDRESS _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE / /

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

PHYSICAL STATE | HAZARDOUS PROPERTIES ☐ FLAMMABLE ☐ TOXIC
☐ SOLID ☐ LIQUID | ☐ CORROSIVE ☐ REACTIVE ☐ OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity	<input type="checkbox"/>	GAL	<input type="checkbox"/>	LBS	<input type="checkbox"/>	FT ³
Chemical	Quantity	<input type="checkbox"/>	GAL	<input type="checkbox"/>	LBS	<input type="checkbox"/>	FT ³
Chemical	Quantity	<input type="checkbox"/>	GAL	<input type="checkbox"/>	LBS	<input type="checkbox"/>	FT ³
Clean-Up Procedures & Timeline:							
Completed By:	Phone:						
Print Name:	Title:						

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -	
B	INCIDENT DATE MO DAY YR TIME OES NOTIFIED (use 24 hr time) OES CONTROL NO.		
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)		CAS Number
	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE ____ DAYS ____ HOURS ____ MINUTES
E	ACTIONS TAKEN		
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) <input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____ <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____ <input type="checkbox"/> NOTKNOWN (explain) _____		
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type) _____ SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____		

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

APPENDIX I

REHABILITATION DATA COLLECTION - SEWER MAINS, LATERALS, MANHOLES SAMPLE DATA TEMPLATES

REHAB DATA COLLECTION - SEWER MAINS

[illegible]

REHAB DATA COLLECTION - LATERALS

[illegible]

REHAB DATA COLLECTION – MANHOLES

[illegible]

APPENDIX J

SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX K

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



- B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Network Devices, see Photo 3:



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

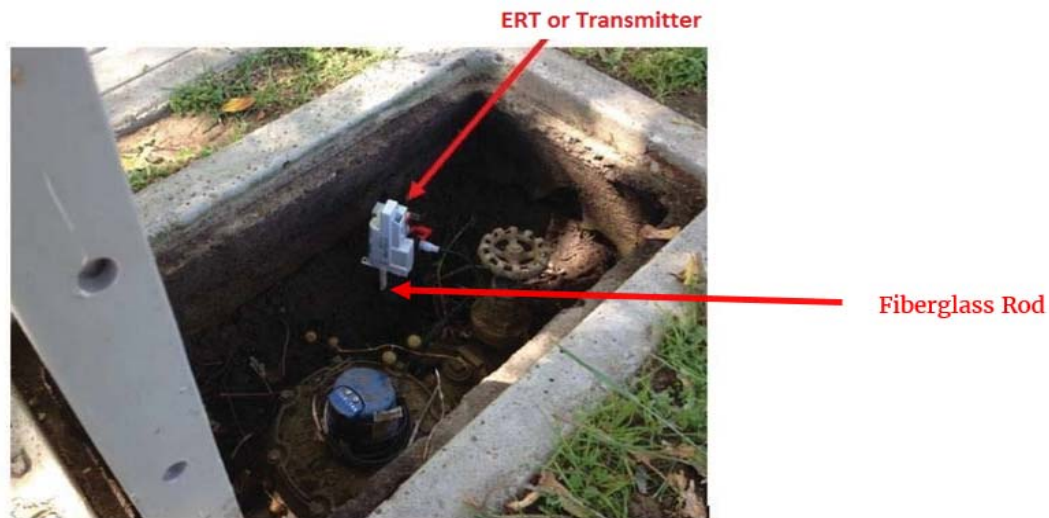


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

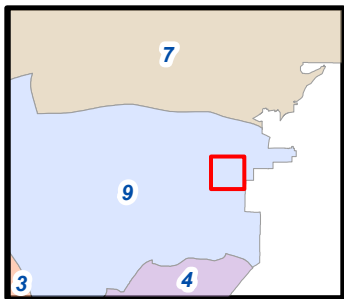
Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

APPENDIX L
COORDINATION MAP

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.



Engineering & Capital Projects

ROLANDO IMPROVEMENTS 2

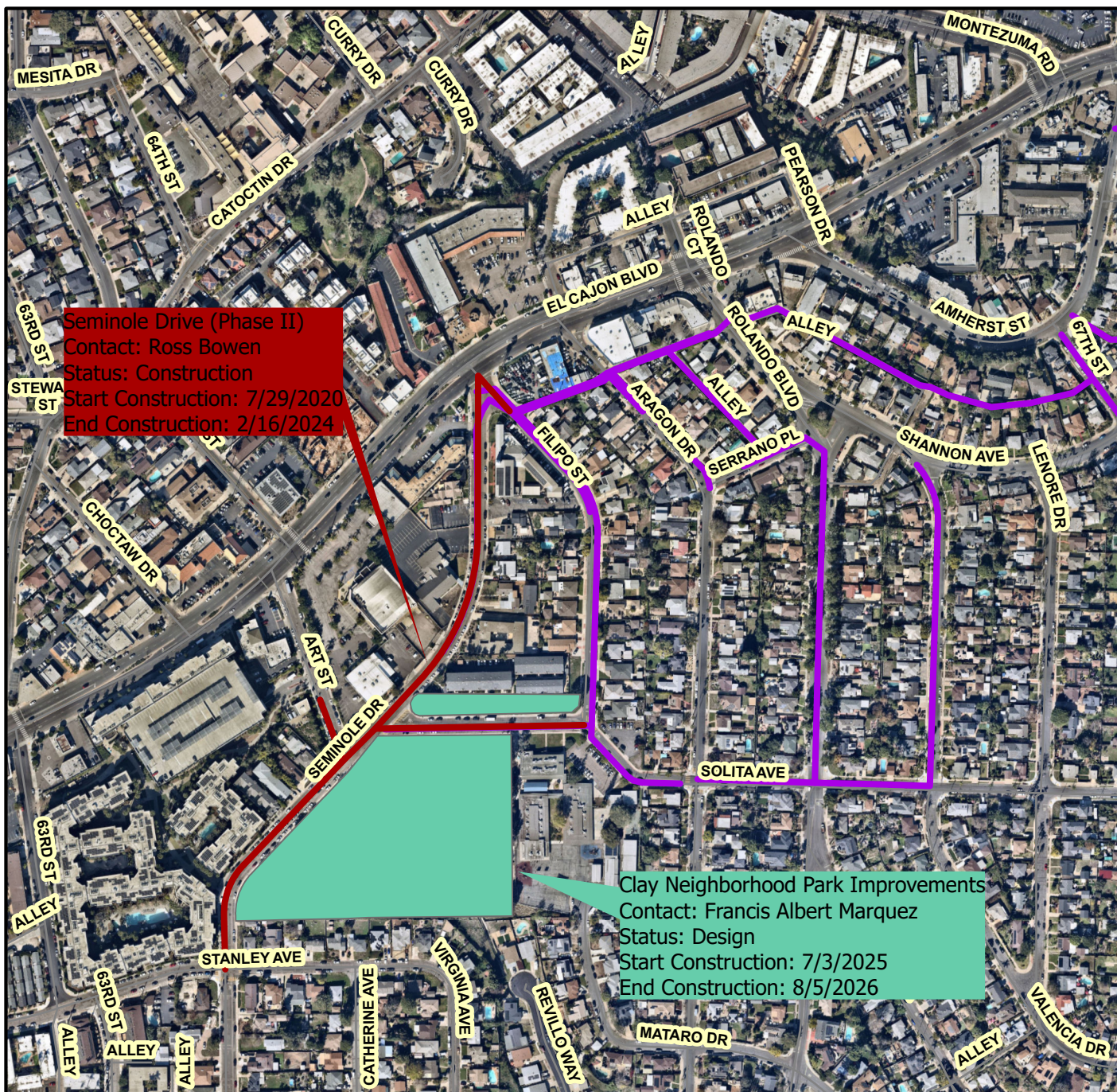
COORDINATION MAP

SENIOR ENGINEER
JAIME RAMOS
619-533-5103

PROJECT MANAGER
JERICHO GALLARDO
619-533-7523

PROJECT ENGINEER
JAMES PIEL
619-533-4167

FOR QUESTIONS ABOUT THIS PROJECT
Call: (619) 533-4207
Email: engineering@sandiego.gov



Seminole Drive (Phase II)
Contact: Ross Bowen
Status: Construction
Start Construction: 7/29/2020
End Construction: 2/16/2024

Clay Neighborhood Park Improvements
Contact: Francis Albert Marquez
Status: Design
Start Construction: 7/3/2025
End Construction: 8/5/2026

Legend

- Seminole Dr (Phase II)
- Clay Neighborhood Park Improvements
- Rolando Improvements 2



COMMUNITY NAME: MID-CITY EASTERN & COLLEGE AREA

Date: 2/13/2024
Roland Improvements 2
K-24-2280-DB1-3

COUNCIL DISTRICT: 9



WBS NO: B21031 (S)

B21033 (W)

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ATTACHMENT F

**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)
COMPLIANCE (CARB)**

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
 3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
 2. The address or a description of the specific location of the emergency;
 3. The dates on which the emergency operations were performed; and
 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

- (4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.
- (5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. **Proposer Exceptions to this RFP – Pass / Fail**

- 1.1. If the Proposer takes exception to any portion of the contract terms, the Proposer must identify and explain to the City in writing the basis for the exception. The Proposer must submit any claimed exception a minimum of 10 calendar days prior to the due date for submission of Proposals. Exceptions taken after the submission period for this RFP may be cause for rejection of the Proposal as being **non-responsive**.

2. **Summary of Proposal (5 Points Max)**

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

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

- 3.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
 - 3.1.1. Civil
 - 3.1.2. Environmental
 - 3.1.3. Geotechnical

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

- 4.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.

The following elements shall be included in this Technical Proposal:

- 4.1.1. The City will select a Proposer based off a weighted criteria for the design and construction of the scope shown in Attachment 'A' and the requirements of this contract. The Work and Services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction, of the Project, as described in Attachment 'A'.

- 4.1.2. The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Proposer. The Proposers will be notified in writing of the City's final decision. Selection of the Proposer will be based on the following criteria:
 - 4.1.2.1. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (60%, 100%, Final Design) and proposed durations.
 - 4.1.2.2. Traffic Control Approach – The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
 - 4.1.2.3. Sewer Replumb Approach – The Design-Builder shall describe its general approach to completing the replumbs associated with this project.
 - 4.1.2.4. Storm Water Pollution Control Best Management Practices.
 - 4.1.2.5. Subsurface Investigation and Geotechnical Work
 - 4.1.2.6. Quality Assurance/Quality Control Plan (QA/QC Plan) – The Design Builder shall submit a QA/QC Plan specifically developed for this project.

5. Construction Plan (30 Points Max)

- 5.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 5.1.1. Construction approach and methods
 - 5.1.2. Plan for operation of facility during construction
 - 5.1.3. Plan for phasing of construction activities
 - 5.1.4. General plan for functional testing and start-up.
 - 5.1.5. Proposed safety program
 - 5.1.6. Proposed emergency response plan
 - 5.1.7. Proposed construction schedule
 - 5.1.8. Traffic Control Management
 - 5.1.9. Community Impact

6. Equal Opportunity Contracting Program (25 Points Max)

- 6.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.
- 6.2. Subcontractor Documentation
- 6.2.1. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

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

7. Reference Checks (5 Points Max)

Provide up to 5 references.

TOTAL POINTS: 100

8. Review of Technical Proposal

- 8.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.
- 8.2. The City reserves the right to request an interview from a proposer in the event clarifications to their submission are needed.

9. Final Selection Based on Weighted Criteria

- 9.1. Based on the Design-Builders' Proposals and any follow-up presentations, and using the Project's Evaluation Criteria, the Panel will continue to rank the Design-Builder's Proposals by determining an overall score which shall be calculated as follows:
- 9.2. A maximum of 60 points will be assigned for the Contract Price as proposed. The lowest total 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 Contract Prices compare to the lowest:

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

- 9.3. A maximum of 40 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.
- 9.4. The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City's final decision.
- 9.5. For example, if the lowest total Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total Contract Price of another proposal is \$105 and the maximum allowable points is 80 points, then that Proposal would receive $(1 - ((105 - 100)/100)) \times 80 = 76$ points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points - the score cannot be a negative number. The below example using the same 80/20 split illustrates the calculation outcomes with Firm A winning the competition even though Firm A did not have the highest rated proposal or the lowest price:


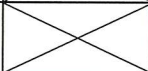
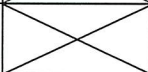
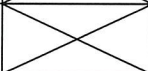
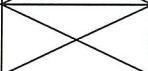
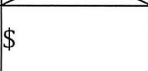
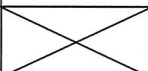
Firm	Avg. Composite Rating	Qualitative Score (20Max)	Price Proposal	Price Score (80 Max)	Total Score (100 Max)
A	85.00	17.00	\$105	76.00	93.00
B	88.00	17.60	\$130	56.00	73.60
C	50.00	14.60	\$100	80.00	90.00
Note: All figures will be rounded off to two decimal places.					

ATTACHMENT H

PRICE FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **ROLANDO IMPROVEMENTS 2**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS Code	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
B-21031 (Sewer)							
1	524126	Bonds (Payment and Performance) (Sewer)	1		LS		\$ 120,000.00
2	541330	Engineering and Design Services (Sewer)	1	D	LS		\$ 900,000.00
3	237110	Construction (Sewer)	1		LS		\$ 14,790,000.00
4		City Contingency (EOC Type II) (Sewer)	1		AL		\$490,174.20
5	541690	Paleontological Monitoring Program (Sewer)	1		LS		\$ 10,000.00
6	541690	Suspension of Work – Resources (Sewer)	5		DAY	\$	\$ 17,500.00
7	541330	WPCP Development (Sewer)	1	D	LS		\$ 3,200.00
8	237310	WPCP Implementation (Sewer)	1		LS		\$ 240,000.00
SUBTOTAL For B-21031 (Sewer) Items 1 Through 8): \$							16,570,874.20

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
B-21033 (Water)							
1	524126	Bonds (Payment and Performance) (Water)	1		LS		\$ 40,000.00
2	541330	Engineering and Design Services (Water)	1	D	LS		\$ 510,000.00
3	237110	Construction (Water)	1		LS		\$ 5,780,000.00
4		City Contingency (EOC Type II) (Water)	1		AL		\$871,420.80
5	541690	Paleontological Monitoring Program (Water)	1		LS		\$ 1,500.00
6	541690	Suspension of Work – Resources (Water)	5		DAY	\$	\$ 17,500.00
7	541330	WPCP Development (Water)	1	D	LS		\$ 3,200.00
8	237310	WPCP Implementation (Water)	1		LS		\$ 120,000.00
SUBTOTAL For B-21033 (Water) Items 1 Through 8: \$							7,343,620.80
TOTAL BASE PROPOSAL FOR B-21031 (SEWER) ITEMS 1 THROUGH 8 PLUS B-21033 (WATER) ITEMS 1 THROUGH 8, INCLUSIVE: \$							23,914,495.00

* Design Element (For City Use)


Total Base Proposal for ((B-21031 (SEWER) (Items 1 through 8) PLUS B-21033 (Water) (Items 1 through 8), inclusive)) amount written in words:

Twenty Three Million Nine Hundred Fourteen Thousand Four Hundred Ninety Five Dollars & No Cents

Design-Builder: TC Construction Company, Inc.

Title: Austin Cameron, President

Signature: _____



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

Austin Cameron-President

Jack Gieffels-Secretary/Treasurer

Terry Cameron-CEO

Darren Tharp-Vice President

Chad Cameron-Vice President

Robert Kostyrka-Vice President

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the Base Proposal.
- B. 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.
- C. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- 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. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- G. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^①	CHECK IF JOINT VENTURE PARTNERSHIP ^②
Name: <u>Michael Baker International</u> Address: <u>9755 Clairemont Mesa Blvd</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92142</u> Phone: <u>858-614-5000</u> Email: <u>jharris@mbakerintl.com</u>	Designer	1000631983	N/A	Engineering & Design	\$870,000.00	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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

Form AA05 -Design-Build List of Subcontractors to be Included in the Price Proposal Only

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^①	CHECK IF JOINT VENTURE PARTNERSHIP ^②
Name: <u>Vic Salazar Communications</u> Address: <u>5205 Kearny Villa Way #107</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619-577-4744</u> Email: <u>vic@vicsalazar.com</u>	Designer	1000364796	N/A	Community Liaison	\$194,920.00	ELBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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

Form AA05 -Design-Build List of Subcontractors to be Included in the Price Proposal Only

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: <u>Dick Miller Inc.</u> Address: <u>930 Boardwalk Suite H</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078</u> Phone: <u>760-471-6842</u> Email: <u>jmartinez@dmiusa.net</u>	Constructor	1000004547	380204	Concrete Flatwork	\$1,263,752.50	SLBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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

Form AA05 -Design-Build List of Subcontractors to be Included in the Price Proposal Only

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Name: <u>Maxim Construction</u> Address: <u>2107 Twisted Oak Lane</u> City: <u>Alpine</u> State: <u>CA</u> Zip: <u>91901</u> Phone: <u>619-990-4245</u> Email: <u>tania@maximcci.com</u>	Constructor	1000048900	1000689	Portions Of Water Mains & Services, Sewer Replumbs	\$4,260,800.00	ELBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
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Name: <u>Nova Services</u> Address: <u>4373 Viewridge Ave Suite B</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-292-7575</u> Email: <u>aneuhaus@usa.nova.com</u>	Constructor	1000007909	N/A	Geotechnical Investigation & Report	\$39,298.00	SLBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Name: <u>Nu Line Technologies</u> Address: <u>1325 Pipeline Drive</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>760-634-5153</u> Email: <u>fdurazo@nulinetech.net</u>	Constructor	1000003808	997520	Sewer Rehab, Service Lateral Connection & Rehab	\$681,359.00	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Name: <u>Statewide Stripes, Inc.</u> Address: <u>P.O. Box 600710</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92160</u> Phone: <u>858-560-6887</u> Email: <u>sean@statewidestripes.com</u>	Constructor	1000001334	788286	Striping	\$57,355.00	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Form AA05 -Design-Build List of Subcontractors to be Included in the Price Proposal Only

ATTACHMENT I

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 13th day of November, 2024, by and between The City of San Diego [City], a municipal corporation, and TC Construction Company [Design-Builder], for the purpose of designing and constructing the **ROLANDO IMPROVEMENTS 2** in the amount of Twenty Three Million Nine Hundred Fourteen Thousand Four Hundred Ninety Five Dollars and Zero Cents (\$23,914,495.00) which is comprised of the Base Proposal, consisting of an amount not to exceed \$1,570,000.00 for Phase I, \$16,260,874.20 for Phase II, and \$6,083,620.80 for Phase III.

The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-24-2280-DB1-3** for **ROLANDO IMPROVEMENTS 2**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Design-Builder cannot begin, nor is the City financially liable for Phase II, unless and until Design-Builder is issued a Notice to Proceed for Phase II by the City.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

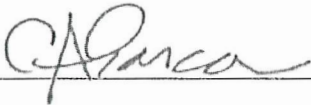
- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.

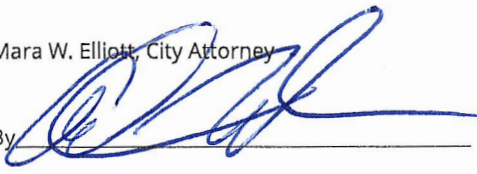
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

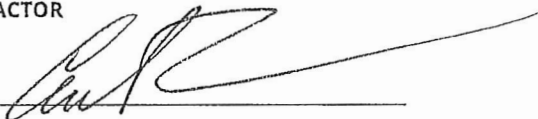
Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Print Name: ADAM WANDER
Deputy City Attorney

Date: November 4, 2024

Date: 11/13/24

CONTRACTOR

By 

Print Name: Austin Cameron

Title: President

Date: 8/13/24

City of San Diego License No.: B1987004773

State Contractor's License No.: 402459

Executed in Duplicate

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TC Construction Company, Inc., a corporation, as principal, and Liberty Mutual Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Twenty Three Million Nine Hundred Fourteen Thousand Four Hundred Ninety Five Dollars and Zero Cents (\$23,914,495.00) for the faithful performance of the annexed contract, and in the sum of Twenty Three Million Nine Hundred Fourteen Thousand Four Hundred Ninety Five Dollars and Zero Cents (\$23,914,495.00) for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

By: C. Abarca

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Date: November 4, 2024

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: [Signature]

Print Name: Aaron W. Wood
Deputy City Attorney

Date: 11/13/24

CONTRACTOR

TC Construction Company, Inc.

By: [Signature]

Print Name: Austin Cameron, President

Date: 7/10/24

SURETY

Liberty Mutual Insurance Company

By: [Signature]
Attorney-In-Fact

Print Name: Tara Bacon, Attorney-In-Fact

Date: July 1, 2024

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

Local Address of Surety

(800) 763-9268

Local Phone Number of Surety

Premium is subject to adjustment
based on final contract price

\$176,997.00

Premium

024276101

Bond Number

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

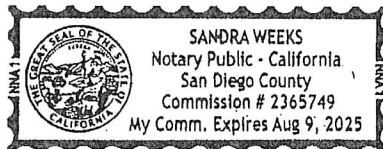
State of California

County of San Diego

On July 10, 2024 before me, Sandra Weeks, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Austin Cameron
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Sandra Weeks
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond, Labor and Materialmen's Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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State of California
County of San Diego

On July 1, 2024 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

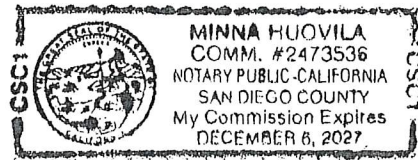
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





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

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

Certificate No: **8206895-024019**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte; Dale G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Lilia De Loera; Minna Huovila; Natassia Kirk-Smith; Ryan Warnock; Sarah Myers; Tara Bacon

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of December, 2021.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of July, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

Name

Signature

Date 5-8-24

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
TC Construction Company, Inc.		N/A	
Street Address	City	State	Zip
10540 Prospect Ave	Santee	CA	92071
Contact Person, Title		Phone	Fax
Austin Cameron, President		619-448-4560	619-448-3341

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Austin Cameron	President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
40% Owner	

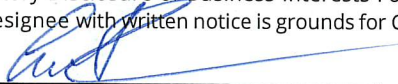
Name	Title/Position
Terry Cameron	CEO
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
10% Owner	

* Use Additional Pages if Necessary *

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

Austin Cameron, President

Print Name, Title



Signature

5-8-24

Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
TC Construction Company, Inc.		N/A	
Street Address	City	State	Zip
10540 Prospect Ave	Santee	CA	92071
Contact Person, Title		Phone	Fax
Austin Cameron, President		619-448-4560	619-448-3341

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- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
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- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

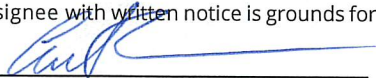
Name	Title/Position
Chad Cameron	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
20% Owner	

Name	Title/Position
Robert Kostrvrka	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
10% Owner	

* Use Additional Pages if Necessary *

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

Austin Cameron, President



5-8-24

Print Name, Title

Signature

Date

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

Mandatory Disclosure of Business Interests Form

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Legal Name		DBA	
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Street Address	City	State	Zip
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Contact Person, Title		Phone	Fax
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- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Jack Gieffels	Secretary/Treasurer
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
10% Owner	

Name	Title/Position
Darren Tharp	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Alpine, CA	N/A
Interest in the transaction	
10% Owner	

* Use Additional Pages if Necessary *

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

Austin Cameron, President

Print Name, Title


Signature

5-8-24

Date

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

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

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

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

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

Chad Cameron-Vice President

Robert Kostryrka-Vice President

NAME	TITLE
Austin Cameron	President
Terry Cameron	CEO
Jack Gieffels	Secretary/Treasurer
Darren Tharp	Vice President

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

Name



Date 5-8-24

Signature

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Michael Baker International	Brian Lutes - President CEO
	Dale Spaulding - EVP & COO
	James McKnight - EVP & Corp Secretary
	James Kempton - EVP & Treasurer

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Vic Salazar Communications	Vic Salazar - President

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER


NAME	TITLE
Nova Services	Danny Barnett - President
	Dan Barnett - Principal

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 5-8-24
 Signature

USE ADDITIONAL FORMS AS NECESSARY*

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

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

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Dick Miller Inc	Glen Bullock - President

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER


NAME	TITLE

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President


 Signature _____ Date 5-8-24

*USE ADDITIONAL FORMS AS NECESSARY**

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

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

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Maxim Construction	Tania Tischler - President
	Derek Franken - Vice President
	Lawrence Findahl - Vice President

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER


NAME	TITLE

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

Name

Signature

Date 5-8-24

USE ADDITIONAL FORMS AS NECESSARY*

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

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

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Nuline Technologies	Dominic Burtech - Partner
	Frank Durazo - Partner
	Julce Burtech - Partner
	Salvador Aguino - Partner

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER


NAME	TITLE

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 5-8-24
 Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Statewide stripes	David Brilhante - President

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER


NAME	TITLE

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President


 Name
 Signature

Date 5-8-24

USE ADDITIONAL FORMS AS NECESSARY*

DESIGN-BUILD PROPOSAL

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

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

Dated: 5-8-24

The Design-Builder: TC Construction Company, Inc.

By: 
(Signature)

Title: Austin Cameron-President

PROPOSAL

DESIGN-BUILDER'S GENERAL INFORMATION

To the City of San Diego:

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE: 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 _____
- (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 TC Construction Company, Inc.

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



(Signature)

Austin Cameron

(Printed Name)

President

(Title of Officer)

(Impress Corporate Seal Here)

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

- (4) Place of Business (Street & Number) 10540 Prospect Ave Santee CA 92071

- (5) City and State Santee, CA Zip Code 92071

(6) Telephone No. 619-448-4560 Facsimile No. 619-448-3341

(7) Email Address acameron@tcincsd.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A, C21

LICENSE NO. 402459 EXPIRES 4-30-25

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER:

1000003132

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): 95-3646005

E-Mail Address: acameron@tcincsd.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature  Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 24th DAY OF April, .

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

(NOTARIAL SEAL)

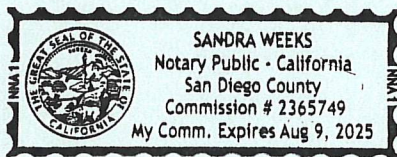
CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

State of California

County of San Diego



Subscribed and sworn to (or affirmed) before me on
this 24th day of April, 2024, by
Date Month Year

(1) Austin Cameron

(and (2) N/A),
Name(s) of Signer(s)

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

Signature Sandra Weeks
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: request for proposal

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



**TC Construction
Company, Inc.**

Building Communities Up
FROM THE Underground

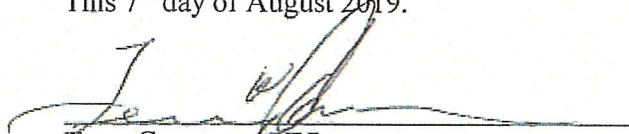
CORPORATE RESOLUTION
(BOARD OF DIRECTORS)

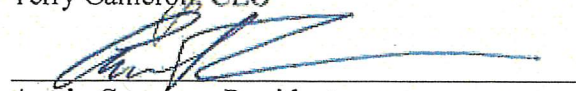
We the undersigned Board of Directors for TC Construction Company, Inc. ("Corporation"), hereby certify that the Corporation is organized and existing under and virtue of the laws of the State of California as a corporation for profit, with its principal office at 10540 Prospect Avenue, Santee, California 92071. We further certify that at a meeting of the Directors of the Corporation, duly called and held on August 7, 2019 at which a quorum was present and voting the following resolution was adopted.

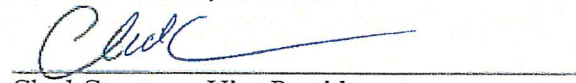
Be it resolved that Terry Cameron a 10% shareholder of the Corporation has been appointed CEO, Austin Cameron a 40% shareholder of the Corporation has been appointed President, Darren Tharp a 10 % shareholder of the Corporation has been appointed Vice President, Chad Cameron a 20% shareholder of the Corporation has been appointed Vice President, Robert Kostyrka a 10% shareholder of the Corporation has been appointed Vice President, Jack Gieffels a 10% shareholder of the Corporation has been appointed as CFO & Secretary/Treasurer.

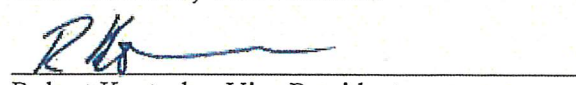
Be it resolved that Terry Cameron has been authorized as CEO, Austin Cameron as President and Jack Gieffels as CFO & Secretary/Treasurer to execute any and all contracts, change orders, documents, deeds or any other items required by the corporation.

EXECUTED at San Diego County, California
This 7th day of August 2019.

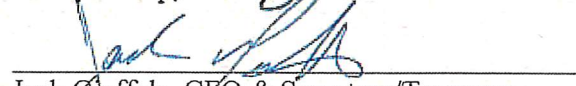

Terry Cameron, CEO


Austin Cameron, President


Chad Cameron, Vice President


Robert Kostyrka, Vice President


Darren Tharp, Vice President


Jack Gieffels, CFO & Secretary/Treasurer



TECHNICAL PROPOSAL



TECHNICAL PROPOSAL • MAY 29, 2024

ROLANDO IMPROVEMENTS 2

RFP NUMBER: K-24-2280-DB1-3

SUBMITTED TO



SUBMITTED BY
T C CONSTRUCTION COMPANY, INC.
10540 Prospect Avenue • Santee, CA 92071

State Contractor's License Number: 402459
Classifications A & C21



In partnership with

Michael Baker
INTERNATIONAL

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City of San Diego AC Water & Sewer GJ 1053 – Demonstrated experience working in developed urban neighborhoods.

FIRM INFORMATION

LEGAL NAME OF COMPANY
T C Construction Company, Inc.

LEGAL FORM OF ENTITY
Corporation (Independent, Non-Subsidiary)

YEAR OF ESTABLISHMENT
1977

CONTACT INFORMATION
Austin Cameron, President
10540 Prospect Avenue
Santee, CA 92071
acameron@tcincsd.com
(619) 448-4560, ext. 117

NUMBER OF EMPLOYEES IN
SAN DIEGO COUNTY: 219

ADDRESS OF MAIN OFFICE:
10540 Prospect Avenue
Santee, CA 92071

CITY OF SAN DIEGO
CERTIFICATE
OF PAYMENT OF BUSINESS TAX:
B1987004773 Exp. Date 3/31/25

STATE CONTRACTOR'S LICENSE
NUMBER:
402459 Exp. Date 4/30/2025
Classifications A & C21

PROFESSIONAL ENGINEERING /
ARCHITECT LICENSE NUMBER:
(Michael Baker Design Manager)
CA 76421, Exp. Date 12/31/24



1.0 EXCEPTIONS TO THE RFP

T C does not take exception to this RFP, addenda or the draft agreement.

T C is in receipt of the following addenda to this Request for Proposal (RFP):

Addendum 1, dated April 11, 2024

Addendum 2, dated May 6, 2024

Addendum 3, dated May 17, 2024



Authorized Signature

Austin Cameron, President

T C Construction Company, Inc.

2.0 SUMMARY OF PROPOSAL

2.1 Overview

San Diego (City) is a vibrant city with opportunities for enhancements in the coming years. The City is in need of our team to continue assisting with the design and construction of capital improvement projects. The Rolando Improvements 2 project is vital to maintain the quality and reliability of the infrastructure serving the community. The success of the project depends on a design-build team to **protect the City's interests, take ownership of the job, and ensure work is completed safely, on time, on budget, and in line with City's engineering and construction standards of practice. Our design build team has proven success with the City.**

As it has on past project efforts, the City directly benefits from the experience of T C Construction Company, Inc. (TC) and our lead design partner, Michael Baker International (Michael Baker). Our team has delivered the City's water and pipeline improvement projects for decades. The synergy between our team and City staff enables fluent communication and leverages lessons learned, to promote full engagement project delivery. The combined team routinely identifies and resolves key issues and value-added solutions early; helping meet budget, schedule and quality goals, with a smooth and continuous transition between design to construction.

The T C Construction Design Build (TCDB) Team understands this project. We know how to protect the safety of the public water supply, soils conditions, traffic patterns and residential elements through our team's broad portfolio of success delivering many nearby and very similar projects overcoming the same challenges. In this proposal, we have coupled our team's insight with information provided in the bridging documents and through discussions with City staff to propose a successful and cost-effective approach that delivers this project and promotes continuous improvement of the infrastructure delivery program.

Local Project Management Emphasizes Communication, Value and Quality

Elan Schier will lead our experienced team, as Project Executive and will oversee all members of the team. He has served as the Project Manager for many of the City's successful design-build projects. Elan will leverage his 21 years of experience to oversee all members of the team. **Makrom Shatila, PE, CQM**, will serve as the Design Manager and will manage day-to-day design tasks. He has recently managed four City of San Diego Design-Build Water and Sewer Group Jobs with TC. His 21 years of experience promotes smooth teamwork and effective QA/QC.

TCDB TEAM: SUCCESSFUL CITY OF SAN DIEGO DESIGN BUILD PIPELINE PROJECTS

- ✓ Bay Ho Improvements 3
- ✓ La Jolla Scenic Dr. Water & Sewer
- ✓ Water & Sewer Group Job 816
- ✓ Sewer & AC Water Group Job 778
- ✓ Sorrento Mesa Recycled Water
- ✓ Water Group 949/Water & Sewer Group 946
- ✓ Rancho Peñasquitos Improvements 1
- ✓ AC Water & Sewer Job 1053
- ✓ Water & Sewer Group Job 1052A
- ✓ AC Water & Sewer Group Job 1016
- ✓ Alvarado Trunk Sewer Phase IIIA



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Trusted Local Team Emphasizing Communication, Value and Quality.

The TCDB Team has worked together on Design Build projects for more than 25 years and has performed on numerous City standalone design build projects as well as projects under the City's MACC Pipeline Replacement Program since its inception. Through the completion of numerous task orders, we have developed a number of lessons learned that will be integrated into this project to ensure successful delivery. Weekly team meetings with the design build team and progress meetings with City staff have been instrumental in maintaining communication, address outstanding items, and avoid delays to long-lead items. Tracking design deliverables and schedule milestones are also key project management items we will implement to keep this project on track.

THE TCDB TEAM KNOWS THE CITY OF SAN DIEGO

No other team knows your design build projects better than the TCDB Team.

We have been working together with the City for over **45 years**, providing a vast array of construction, design, planning, engineering, and architectural services.

Through the years, the TCDB Team has established working relationships with City staff and key stakeholders and gained an intimate knowledge of the projects and potential issues. Makrom and Elan will be supported by many of the same teaming partners we have worked with on several other City group jobs and underground utility projects. This qualified team can perform a variety of functions, which gives us the flexibility to bring in the right person, at the right time, in the most cost-effective manner.

Design/Construction Methods and Challenges

We have identified the following essential design and construction considerations to ensure the project is completed on time and to the satisfaction of all City departments involved with the project:

- Developing detailed phasing plans and local access management plans to reduce community impact.
- Recognition of any long lead time approval items, such as design deviation approvals or Division of Drinking Water waivers.
- Securing pre-construction approvals for materials, staging areas and permits to expedite the work as soon as the design process is complete.
- Providing an efficient construction team to work quickly in each of the project areas and move on to the next.
- Providing clear communication to all subcontractors, vendors and material suppliers to keep all team members on schedule.
- Utilizing a third party hazardous abatement subcontractor to perform asbestos pipe abatement and disposal as an added step toward the safety of our workers and the residents.
- Many streets have low hanging overhead utility lines, which we will ensure are protected during construction.

T C Construction and Michael Baker

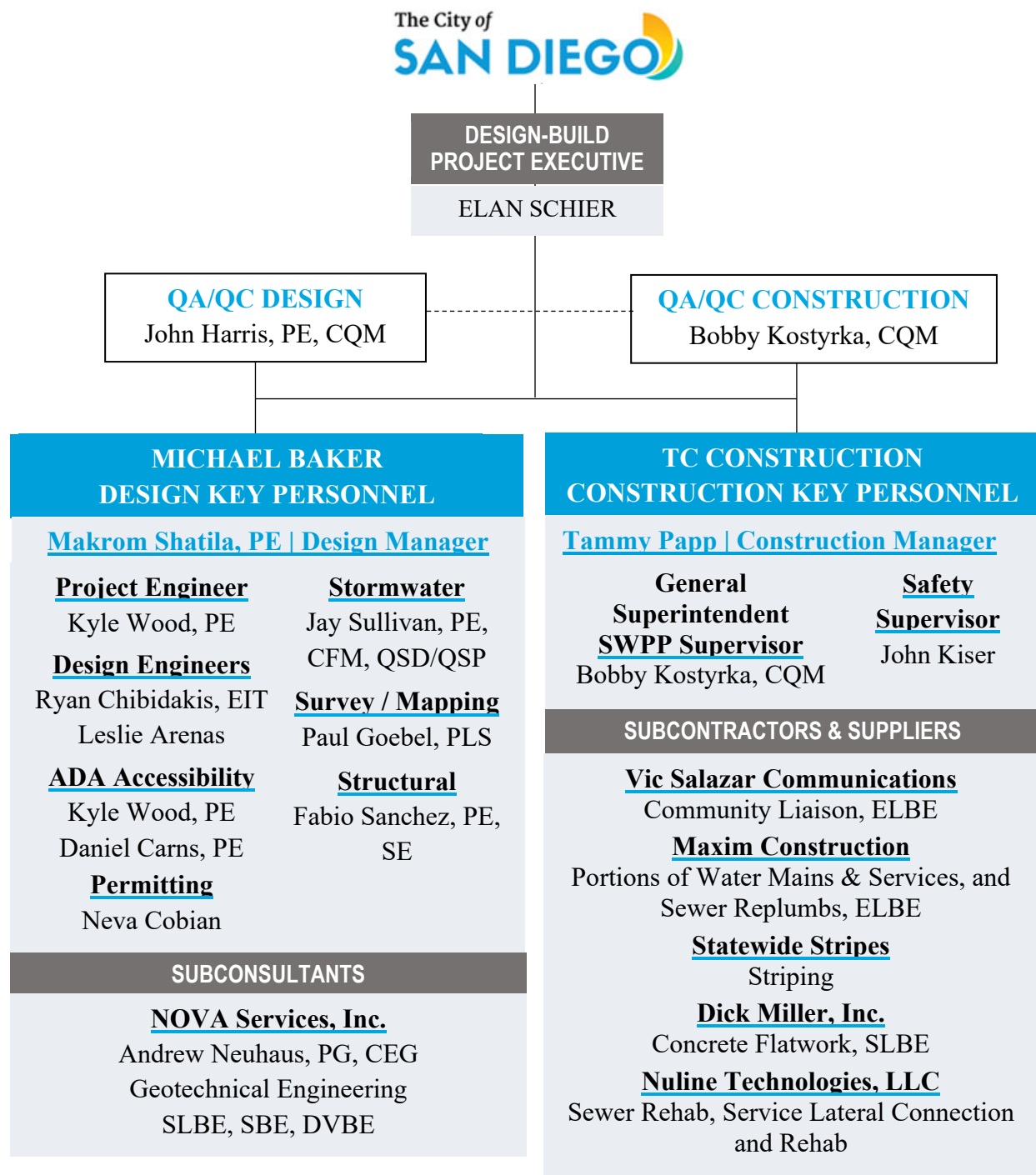
A 25+ year relationship that has successfully installed over **\$100 million of local infrastructure** in place in San Diego County.



Trusted Local Team Emphasizing Communication, Value and Quality.

3.0 PROJECT TEAM

The TCDB Team has the outstanding qualities necessary to provide the design and construction services needed to complete this project. Below is our organizational chart outlining the roles of our key personnel.



DESIGN BUILD PROJECT EXECUTIVE

Elan Schier



Elan will function as the TCDB Team liaison to ensure that the City's needs and expectations are clearly understood and communicated to the project team. He will provide oversight to the team and facilitate the building of relationships between all parties and encourage direct client-consultant communication. Elan will ensure our team has the resources necessary to provide the City with the best project value. He will apply his 21 years of experience managing the construction of water and wastewater pipeline projects, as well as integrating the efforts of design and construction professionals to provide the efficient and successful delivery of the Rolando Improvements 2 Project.

Years Experience: 21**Certifications:**

AGC Construction Supervisor; Certificate of Training in SWPP, Managing Delays, Acceleration and Inefficiency, SSPWC Greenbook Principles, City of San Diego Traffic Control Plan Preparation, Primavera Planning/Scheduling

Responsibilities:

- Overall management supervision of the TCDB Team.
- Contract negotiations with the City, design and construction team.
- Project master scheduling and budgeting.
- Cost estimating and value engineering.
- Attend regularly scheduled meetings with the project team.
- Operational, logistical, and constructability reviews construction phasing and staging.
- Design drawing review.
- Performance reviews of subcontractors and equipment suppliers.
- Conformance to project specifications.
- Coordination with affected communities, agencies, and utility services.

Relevant Experience:

- City of San Diego: MACC Task Order #1: Group Job 946 and 949 Design-Build
- City of San Diego: Otay II Pipeline N. Encanto 42-inch Water Main Replacement
- City of San Diego: MACC Task Order #2, Sewer & Water Group 778 Design Build
- City of San Diego: Alvarado Trunk Sewer, Phase 3A, Design-Build
- City of San Diego: Bay Ho Improvements 3
- City of San Diego: AC Water & Sewer Job 1053
- City of San Diego: AC Water & Sewer Job 1052A
- City of San Diego: Rancho Penasquitos Water Mains
- City of San Diego: La Jolla Scenic Drive Pipeline

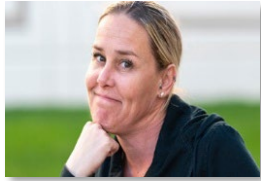


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CONSTRUCTION MANAGER

Tammy Papp



Tammy will assist Elan with leading and managing daily planning and execution of construction field work. Experience with all materials and systems included in the construction of this project, including PVC, steel and ductile iron water mains, complicated highline systems, force main and gravity sewer systems, structural and surface demolition, pressure reducing stations, and large diameter storm drain facilities. She has

worked with several municipalities in San Diego County and is familiar with all major specification manuals concerning underground construction.

Years Experience: 8

Certifications:

AGC Project Management, Managing Delays, Acceleration and Inefficiency, Pricing and Negotiating Change Orders, Permanent Stormwater BMPs-Constructability, Primavera Planning/Scheduling, Notary Public

Responsibilities:

- Maintaining on-site records as required.
- Managing control of pipeline installation while monitoring the completed work for compliance with the contract drawings, including specifications.

Relevant Experience:

- City of San Diego: MACC TO 1 Group Job 946 & 949
- City of San Diego: Water & Sewer Job 1053
- City of San Diego: Water & Sewer Job 1052A
- City of San Diego: Priority Sewer Main Replacement Group 16
- City of San Diego: Rancho Penasquitos Water Main Improvements
- City of San Diego: Sewer & AC Water Group 778
- City of San Diego: La Jolla Scenic Drive Pipeline
- City of San Diego: Bay Ho Improvements 3

GENERAL SUPERINTENDENT, QA/QC, SWPP SUPERVISOR

Bobby Kostyrka



Bobby will coordinate construction crews, subcontractors and in-house construction services. Experience includes work with HDPE, concrete, steel and PVC water mains, and large diameter storm drain facilities. He has worked with the City of San Diego and numerous other municipal agencies throughout San Diego County.

Years Experience: 23

Certifications:

AGC Construction Supervisor, Construction Law, PM, OSHA, Certified Competent Person, Confined Space Awareness, OSHA 10 Hour, QSP Certified, SWPP Certified

Responsibilities:

- Leading/managing the SWPP and monitoring and manage project BMP's.
- Scheduling/directing subcontractors on job site.
- QA/QC for all field work.

Relevant Experience:

- City of San Diego: MACC TO 1: Group Job 946 and 949
- City of San Diego: Alvarado Trunk Sewer, Phase 3A, Design-Build
- City of San Diego: Water & Sewer Group Jobs 909, 781, Famosa Accelerated
- City of San Diego: City of San Diego Water 42" CMLC Otay II Pipeline
- City of San Diego: Bay Ho Improvements 3
- Helix Water District, 48" CMLC Pipeline
- City of San Diego: Sewer & AC Water Group 778
- City of San Diego: La Jolla Scenic Drive Pipeline

SAFETY SUPERVISOR

John Kiser



John will ensure that all safety and health regulations are met. His experience includes underground water, sewer, and storm drain pipelines and systems, concrete structures, as well as projects requiring complex shoring systems. His construction experience affords an awareness of diverse hazardous conditions, the ability to recognize potential safety issues, provide on-the-job and classroom training for construction personnel.

Years Experience: 29

Certifications:

OSHA 10 Hour and 30 Hour Construction Safety and Health, OSHA 40 Hour Safety Training EM385-1-1, CPR/ First Aid Training, AGC Safety Training Fall Protection and Prevention

Responsibilities:

- Safety policy development.
- Safety inspections and training.
- Maintaining compliance with Cal/OSHA and Federal OSHA.

Relevant Experience:

- City of San Diego: MACC TO 1: Group Job 946 and 949
- City of San Diego: Alvarado Trunk Sewer, Phase 3A, DB
- City of San Diego: Water & Sewer Group Jobs 909, 781
- City of San Diego: Famosa Accelerated?
- City of San Diego: Water 42" CMLC Otay II Pipeline
- Helix Water District: 48" CMLC Pipeline
- City of San Diego: Sewer & AC Water Group 778
- City of San Diego: La Jolla Scenic Drive Pipeline
- City of San Diego: Bay Ho Improvements 3

DESIGN MANAGER

Makrom Shatila, PE



Makrom will lead the engineering design efforts and be involved in project meetings with the City and TC throughout both the design and construction phases. Experience includes system evaluation, design, construction management, value engineering, economic analysis, environmental documentation, and permit preparation and processing.

Years Experience: 21

Education:

M.S., 2004, B.S. 2002 Civil and Environmental Eng., UC, Davis / Cal Poly Pomona

Certifications:

Professional Engineer - Civil, CA, 2010, 76421

Responsibilities:

- Overall responsibility for all design work and review of design plans and specifications.
- Coordination of design services with TC's construction team.
- Corporate liaison between Michael Baker and TC throughout all phases.

Relevant Experience:

- City of San Diego: El Cerrito Improvements 1 Pipeline
- City of San Diego: Water Group Job 972 CI
- City of San Diego: AC Water and Sewer Job 1053
- City of San Diego: Water & Sewer Group Job 1052A
- City of San Diego: Rancho Penasquitos Water Main Improvements
- City of San Diego: Bay Ho Improvements 3
- City of San Diego Barrett Flume Feasibility Study
- SDCWA: Crossover Pipeline Interstate 15 Bypass Project Tunneling Peer Review

Q A/ Q C

John Harris, PE, CQM



John will lead the quality assurance of the engineering design efforts and be involved in project meetings with the City and TC throughout both the design and construction phases. His experience includes system evaluation, design, construction management, value engineering, economic analysis, environmental documentation, and permit preparation and processing.

Years Experience: 46

Education:

MS/BS, Civil Engineering

Design-Build Workshop, 2008, EGCA

Registrations/Certifications:

Civil Engineer, CA, 38217

Responsibilities:

- Design review.
- Leading and managing the QA/QC process.
- Coordination of design services with TC's construction team.

Relevant Experience:

- City of San Diego: La Jolla Scenic Drive Pipeline Project
- City of San Diego: Rancho Penasquitos Water Main Improvements
- City of San Diego: MACC TO 1 Group Job 946 and 949
- City of San Diego: Water Group 554 and 555
- City of San Diego: Murphy Canyon Trunk Sewer
- City of San Diego: Harbor Drive and Lindbergh Field CIP Replacement
- City of San Diego: Sewer & AC Water Group 778
- City of San Diego: Priority Sewer Main Replacement Group 16
- City of San Diego: Water & Sewer Group Job 1016
- City of San Diego: Water & Sewer Group Job 816
- City of San Diego-HDR: Pure Water - Miramar Pipeline (design of 3.5 miles)
- City of San Diego-Rick Eng.: Water Group Job 939 - Roselle St. Water Main Trenchless



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PROJECT ENGINEER, ADA ACCESSIBILITY

Kyle Wood, PE



Kyle will provide design support and ensure that Facility Design Guidelines are upheld in the design process. He will also work with the City and TC throughout the design and construction processes. Experience in sewer and storm drain inspections and evaluations. Mr. Wood works closely with Michael Baker's pipeline assessment group in sewer and storm drain database management, pipeline assessment,

pipeline repair and cost estimating. He has evaluated and reviewed over 100 miles of sewer and storm drain pipelines.

Years Experience: 13

Education:

BS, Civil Engineering

Registrations/Certifications:

Civil Engineer, CA 87275

Responsibilities:

- Coordinating with utility companies during the plan check process to identify any conflicts.
- Managing day-to-day design activities.
- Coordinating with TC and design subconsultants.
- Interfacing with City Public Works and PUD staff.

Relevant Experience:

- City of San Diego: Bay Ho Improvements 3
- City of San Diego: El Cerrito Improvements 1 Pipeline
- City of San Diego: Water Group Job 972 CI
- City of San Diego: AC Water & Sewer Job 1053
- City of San Diego: AC Water & Sewer Job 1052A
- City of San Diego: Rancho Penasquitos Water Mains
- City of San Diego: La Jolla Scenic Drive Pipeline
- City of San Diego: Group Job 946 and 949
- City of San Diego: Sewer & Water Group Job 778
- City of San Diego: Priority Sewer Main Replacement Group 16
- City of San Diego: Water & Sewer Group 1016



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DESIGN ENGINEER

Ryan Chibidakis, EIT



Ryan will provide design support and ensure that Facility Design Guidelines are upheld in the design process. He will also work with the City and TC throughout the design and construction processes. Ryan's leadership and background with rail and transportation projects are an asset for interdisciplinary coordination required as a component of all water projects.

Years Experience: 5

Education:

BS, Civil Engineering

Registrations/Certifications:

Engineer-in-Training, CA, 166204

Responsibilities:

- Design development including plan and profile alignments, pipeline calculations, separation criteria, surface restoration, and project phasing.
- Coordinate with the City and TC on design changes and comment resolution.
- Update and maintain schedule for design submittals.

Relevant Experience:

- City of San Diego: Bay Ho Improvements 3
- City of San Diego: El Cerrito Improvements 1 Pipeline
- City of San Diego: Water Group Job 972 CI
- City of San Diego: Water and Sewer Job 1053
- City of San Diego: Water and Sewer Job 1052A
- City of San Diego: Murphy Canyon Trunk Sewer
- City of San Diego: Priority Sewer Main Replacement Group 16
- City of San Diego: Rancho Peñasquitos Water Main Improvements

PERMITTING

Neva Cobian



Neva will be responsible for project coordination and processing of permitting through the City. Her experience includes overseeing submittal packages for improvement plans, grading plans, and building plans and submitting these projects through various government agencies, including the City of San Diego, Caltrans, and the County of San Diego.

Years Experience: 33

Registrations/Certifications:

Registered Public Notary

Responsibilities:

- Caltrans and Local Agency Processing and Permitting.
- Project coordination and approval tracking.

Relevant Experience:

- City of San Diego: Water Group 972 CI
- City of San Diego: Bay Ho Improvements 3
- City of San Diego: El Cerrito Improv 1 Pipeline
- City of San Diego: Water and Sewer Job 1053
- City of San Diego: Water and Sewer Job 1052A
- City of San Diego: La Jolla Scenic Drive Pipeline
- City of San Diego: Murphy Canyon Trunk Sewer
- City of San Diego: Priority Sewer Main Replacement Group 16
- City of San Diego: Rancho Peñasquitos Water Main Improvements
- City of San Diego: Group Jobs 946 & 949
- City of San Diego: 69th & Mohawk Pump Station
- City of San Diego: Water Group Job 1038

ENGINEERING GEOLOGIST / GEOTECHNICAL ENGINEERING

Andrew Neuhaus, PG, CEG**(NOVA Services, Inc.)**

Andrew has 20 years of experience as an engineering geologist and is well versed in the planning and coordination of geotechnical investigations and implementation of project work plans, safety plans, and permit acquisition. He produces soil exploration logs in accordance with USCS standards utilizing his deep comprehension of subsurface soil conditions. He is skilled in geologic records research for site investigations and reconnaissance, and compiles complex geologic data sets for presentation. Andrew has managed geotechnical investigations for numerous City of San Diego water conveyance pipelines, trunk sewers, and storm drains.

Years Experience: 20**Education:**

BS, Geology

Registrations/Certifications:

Professional Geologist #8398, CA; Certified Engineering Geologist #2591, CA

Responsibilities:

- Manage geotechnical investigation and design services.

Relevant Experience:

- City of San Diego: Bay Ho Improvements 3*
- City of San Diego: AC Water & Sewer Group 1052A*
- City of San Diego: Water Project 972 CI*
- City of San Diego: Rancho Peñasquitos Improvements 1*
- City of San Diego: El Cerrito Improv 1 Pipeline*
- City of San Diego: Murphy Canyon Road Trunk Sewer Repair/Rehabilitation*
- City of San Diego: AC Water & Sewer Group 1024
- City of San Diego: AC Water & Sewer Group 1029
- City of San Diego: AC Water & Sewer Group 1049
- City of San Diego: AC Water & Sewer Group 101

Performed with Michael Baker*Michael Baker
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STRUCTURAL ENGINEER

Fabio Duran-Sanchez, PE, SE



Fabio specializes in structural design with extensive experience with public works projects including a full range of water and wastewater facilities including pipelines and related valve vaults, manholes, junction chambers, air release/vacuum valve vaults, metering vaults, entry port vaults, etc. He has worked on projects for the City of San Diego and is knowledgeable on the city's design standards and guidelines.

Years Experience: 44

Education:

BS, Civil Engineering

Registrations/Certifications:

Professional Engineer, CA #52764; Structural Engineer, CA #4234

Responsibilities:

- Structural design as needed to support the pipeline design.

Relevant Experience:

- City of San Diego: Water and Sewer Job 1053 and 1052A
- City of San Diego: Murphy Canyon Trunk Sewer
- City of San Diego: Rancho Peñasquitos Water Main Improvements
- Coachella Valley Water District: Adams Street Water Main Replacement
- Eastern Municipal Water District: EM 25 Turnout

4.0 TECHNICAL APPROACH AND DESIGN CONCEPT

4.1 Proposed Design Concept

Installation of potable water mains and sewer mains within well-developed areas of the City requires a coordinated plan to address the major technical elements associated with the project. The scope of work for **Rolando Improvements 2** will require this work to be performed in primarily residential zones, adding the challenge of coordinating construction to minimize impacts to the local community. Furthermore, the design-build delivery method selected for this project will facilitate the necessary coordination among disciplines to ensure a successful project. The following sections will provide detail on our overall proposed design concept and approach for **Rolando Improvements 2**.

Sewer main improvements for the **Rolando Improvements 2** project will involve installation of approximately 4,000 linear feet (LF) of new sewer mains, replacement of nearly 4,000 LF of existing 6- and 8-inch mains, rehabilitation of nearly 4,200 LF of pipe, and abandonment of over 3,000 LF of easement sewers in the Rolando neighborhood. Based on initial investigation of available CCTV data, we have identified 11 locations possibly requiring point repairs in conjunction with the rehabilitation work, which have been included in our proposal.

Key elements to the design of the sewer mains on the project are the proposed depth of cover, realignment of sewer mains, replacement of easement sewers, and alignments within narrow streets. Our approach to these key elements can be found in the subsections below.

4.1.a Deep Sewers

Based on the 30% plans provided in the bridging documents, the proposed sewers on Rolando Boulevard and Serrano Place will be installed in conjunction with the abandonment of the easement sewer between Rolando Boulevard and Filipino Street and will exceed 15' of cover. We will evaluate the necessary depth of cover to ensure that all replumbed properties on Rolando Boulevard are able to meet a minimum slope of 2% and that the sewer meets the elevations of the pipes upstream and downstream of it. We anticipate that sewer exceeding 15' deep will be designed with SDR-26 PVC based on deflection calculations considering the external dead load on the pipe. Any laterals connected to SDR-26 PVC main will be installed with 4" SDR-26 PVC.

4.1.b Sewer Installation in Narrow Streets and Alleys

The plans provided in the bridging documents indicate that there are several narrow streets and alleys where utility separation will be an issue with less than 10' of separation from water and less than 5' from gas in some instances. We will reevaluate the alignments of the sewers in these locations to maintain utility separations while avoiding impacts to the curb, gutter, and sidewalk. Where standard separation cannot be maintained from water, we will provide special design to mitigate the lack of separation and coordinate with the Division of Drinking Water to obtain a waiver prior to construction. We will coordinate with SDG&E per their review of the 60% plans to mitigate any instances where we cannot maintain 5' of separation but will evaluate all alternatives to avoid that.

Based on the bridging documents, approximately 7,000 LF of water mains will be replaced as part of the **Rolando Improvements 2** project. The project will also replace fire hydrants, fittings, and appurtenances in accordance with the 2021 City of San Diego Facility Design Guidelines. We anticipate that most, if not all, water mains will be replaced in place, but we will evaluate whether any changes in alignment are needed based on separation from existing sewer mains and other utilities.

4.1.c Fire Hydrants

The water main replacement for the project takes place within single-family residential, multi-family residential, and commercial zones. Hydrants within single-family residential zones will require 450' spacing, while commercial and multi-family zones will require 350' spacing. The plans provided in the bridging documents indicate that there are instances of new and relocated hydrants to meet spacing requirements. We will evaluate these locations to determine the optimal location of each hydrant.

Where new hydrant locations are proposed, we will notify nearby homeowners and residents to make them aware of the new location and potential impacts to parking due to new red curbs.

Hydrants within commercial or school zones will be installed as 3-port hydrants per Facility Design Guide section 3.5.2.4. The remaining hydrants will be installed as 2-port hydrants.

4.1.d Valves and Appurtenances

Per the 2021 Facility Design Guide, valves will be installed on all sides of tees and crosses in all cases regardless of zoning and air and vacuum valves will be sized to 2" as opposed to 1" per the 2021 Facility Design Guide.

4.1.e City of La Mesa Encroachment Permit

A portion of the water main installation will take place on the border of the City of La Mesa. As such, an encroachment permit may be required. Per section 26.1.1 of the RFP, the City will prepare the plan check application and submit the application to the City of La Mesa. We will provide any needed documentation to assist the City in obtaining the encroachment permit.

4.1.1 Design and construction per the Scope shown in Attachment 'A' and contract requirements.

We understand that the work and services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other items of every kind and description required for the complete design and construction, of the Project, as described in Attachment 'A' of the RFP.

4.1.2 Criteria and Selection

The City's Project Manager will assemble a team which will evaluate the proposals and utilize the point system described in the RFP to rank the Proposer. The Proposers will be notified in writing of the City's final decision.



4.1.2.1 Proposed Design Schedule

The proposed design schedule is provided in the table below. The overall project schedule is discussed in Section 5.1.7. and attached at the end of section 5.

Item	Working Days
Data Gathering	30
60% Design	75
City Review	40
100% Design	20
City Review	40
Final Design	10
Final City Review	20
Approved for Construction	5
Total Working Days	240

4.1.2.2 Traffic Control Approach

The Traffic Control Plan will be developed in conjunction with the phasing plan. Traffic control elements such as road closures, lane closures, alley closures, no parking zones and sidewalk closures will be developed with the assistance of the City's Traffic Department and the Field Engineering staff. Traffic control plans for the entire project will be submitted through Field Engineering as 11x17-inch sized shop drawings.

4.1.2.3 Sewer Replumb Approach

The TCDB team has successfully replumbed over 400 properties over the last 5 years. We are familiar with the process of coordinating with the property owner and executing the replumb agreement. We will reach out to the 96 property owners early in the design process so that a signed agreement can be obtained prior to construction Notice to Proceed. Our team will prepare pre-construction plans for the existing improvements, which will be used to restore any damage that may occur during construction. Site conditions for each property vary wildly as a mix of single-family homes. Each property will be investigated to determine the location of the sewer service and the appropriate equipment to install it. Based on an initial investigation of the project area, some properties do not have enough layback from the property/fence line to fit equipment and could require hand digging or tunneling. Each replumb plan will be devised with existing conditions in mind.

4.1.2.4 Storm Water Pollution Control Best Management Practices

The TCDB Team is intimately familiar with the need for and importance of installing appropriate BMP's for linear construction projects. We have an outstanding track record for installing and maintaining BMP's on similar City Water and Sewer Group Job projects and are knowledgeable of the City's specification for stormwater and erosion control measures. The Michael Baker

design team also has approximately 30 storm water specialists in the San Diego region available to assist with pollution control issues if needed.

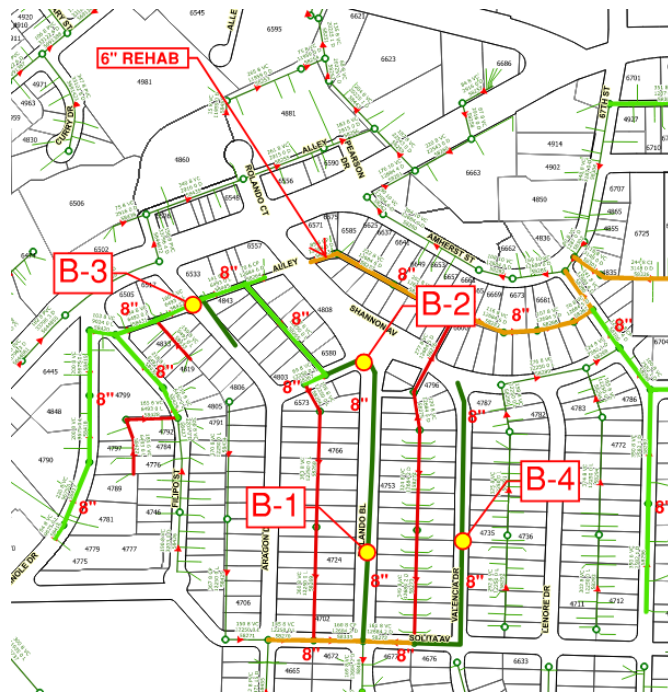
Water pollution control plans (WPCP) will be prepared for the entire project site to show the location of existing drainage facilities, direction of flow and proposed BMP measures. The TCDB team anticipates that a standard WPCP will be required. TC crews will perform street sweeping on a routine basis and in advance of all forecasted rain events as well as address comments from City inspectors during the monthly/quarterly inspections to comply with the City's current Storm Water Standards.

The TCDB Team will also pledge to maintain the BMP's once installed and work diligently before, during and after rain events to ensure BMP's do not cause flooding or impact travel lanes. Damaged BMP's will be replaced immediately. During cut and plugs we will cover all surrounding drainage inlets and will pump muddy water into water trucks and haul off site for proper disposal.

4.1.2.5 Subsurface Investigation and Geotechnical Work

Geotechnical work will be performed by our SLBE subcontractor, **Nova Services**. Based on the RFP and bridging documents, we anticipate four borings will be taken in areas where new and/or deep sewers will be installed. The soil characteristics will determine the pipe thickness for mains in Zone B as noted in standard drawing SDS-101. The borings will also determine groundwater levels for any dewatering if necessary which will aid in the development of a Batch Discharge Plan if required.

The figure on the right shows the approximate locations of proposed borings. Nova will prepare a geotechnical report based on the findings.



4.1.2.6 Quality Assurance/Quality Control Plan (QA/QC Plan)

The design review process implemented for this project will incorporate an intensive in-house review, constructability review and subconsultant peer review, in addition to the milestone submittal reviews performed by the City. The in-house review will follow the Quality Assurance/Control Plan developed specifically for this project and utilize an ongoing "over the shoulder" involvement of the QA/QC Manager, Design Manager / Project Engineer and the Project Manager. Our QA/QC plan will be consistent with the standards employed by the City's QC Division.

Project Executive Elan Schier and his staff will provide constructability input. Community and environmental impact issues will also be identified early to assure that those impacts are minimized and communicated through community outreach efforts and comply with environmental clearance documents.

Specific elements of the QA/QC will include checking that the following are addressed:

- Project objectives from the RFP, addenda, meeting minutes, and correspondence.
- City of San Diego Design Review Checklist, including the City's QA/QC Checklist and the Survey Deliverables Checklist, for each stage of design.
- Each comment is understood and addressed.
- Submittals are complete, design plans and details meet City and internal standards of care and practice.
- Highline meets Fire Department guidelines where all services are maintained and the plans are consistent with the phasing plan. The phasing plan is constructible and coordinated with engineering and field crews responsible for construction and oversight.
- Confirmation that new fire hydrant locations have been reviewed and vetted by the community.
- Review and confirmation of calculations for hydraulics, pipe deflection, etc. for locations where pipe installation deviates from standards.
- Coordination of resurfacing and curb ramp for consistency with pipeline plans.
- Check that all reference documents are utilized and identifying and addressing any deviations from the RFP.
- Confirmation of conformance with outside standards and permit requirements including Caltrans permit requirements as described in Section 4.1.6 of this proposal.

Prior to each design milestone submittal, Michael Baker's QA/QC Manager, John Harris will review with the detailed involvement and oversight of the Design Manager, Makrom Shatila who performs a final QC review of the documents consistent with the submittal level. The review focuses on compliance with City design standards and permit requirements, CADD standards, and constructability all coordinated with input from experienced construction managers. This step will also identify issues which may require a City variance. Those issues will be documented separately and specifically brought to the City's attention. This is a critical step in allowing the City review process to be efficient and expeditious. Makrom will coordinate this effort with the rest of the design team and will maintain a review and comment form to track comments and ensure their resolution. Bluebeam Studio is also used to archive all comments for future review and allows multiple reviewers to provide concurrent reviews. This tool is used during Michael Baker's Peer Review Committee meetings which includes a review of plans and submittal documents by multiple disciplines as part of the QA/QC process.

We will produce a 100% submittal for the water and profile sheets that includes all components listed in the Public Utilities Department's 30%, 60%, and 100% submittal checklists and



incorporates feedback from PUD in meetings prior to the 100% submittal. The 30%, 60% and 100% plans for the remainder of the plan set will include components from all checklists and any updated guidance on recent City projects. Upon receipt of the City's milestone submittal comments, appropriate revisions will be incorporated into the construction documents. In addition, a log of comments will be created, and a report prepared indicating the disposition of the comment. The report will be delivered along with the next milestone submittal.

A final QC effort will be performed during the preparation of the as-built drawings. This process will use the red-line mark-up drawings maintained by TC during construction and approved by the City's Resident Engineer. Once the changes are shown on the design drawings, the QC engineer will review the corrections for compliance and issue a draft set to the City's Project Manager for review.

In addition to internal Michael Baker QA/QC efforts, TC will perform constructability reviews throughout the project including "tailgate reviews" in the field prior to major submittals to identify any potential conflicts or items that may hold up construction. These items will be discussed during our weekly team coordination conference calls and included in a tracking log of project issues with the intent to avoid surprises in the field once crews begin work.

5.0 CONSTRUCTION PLAN

5.1 Proposed Construction Plan

Construction of the Rolando Improvements 2 will require the TCDB team to have an integrated approach with City OPS staff and City Field Engineering. While the project is mostly linear, it will require coordination and look-ahead planning combined with the experience gained on similar projects to achieve a successful outcome.

5.1.1 Construction Approach and Methods

We propose to begin construction immediately following the approval of the first set of 100% plans. During the design phase of this section TCDB will:

- Complete the submittal review process for all materials (a letter of record for all proposed materials that are on the City approved materials list will be submitted).
- Obtain approval of our detailed project schedule.
- Obtain approval for the traffic control plans.
- Prepare and obtain approval of the WPCP.
- Complete required potholing of existing utilities.
- Hold the initial community group meetings with the identified stakeholders at 60% design.

We understand the importance of these pre-construction activities and will have them completed at the same time as the design plans are approved for construction. Through the process of constructing several design build projects PB Pipeline, GJ1053, GJ1052A and GJ 778) the TCDB Team has learned many valuable lessons that will aid in a smooth start and quick transition through design and construction.

Based on previous and on-going projects, we have learned that splitting the project into multiple design phases does not necessarily expedite the process of moving forward to construction. Separate design phases increase the number of reviews from various City departments and outside utility agencies and hamper the design development process. We will ensure that all design elements are completed for City-wide review in order to achieve a streamlined process.

We propose to have multiple crews working within each area, including:

- BMP/WPCP implementation and maintenance crew.
- Layout and potholing crew.
- Saw-cutting crew.
- Pipeline installation crew.
- Service crew.
- Abandonment crew.
- Paving crew.
- Clean-up crew.



Group Job 1053 Residential Pipeline Construction

Major Equipment to be used includes:

- Compressor Dump Truck and or Vacuum Truck — for potholing operations.
- Sawcutting Truck with vacuum attachment — for sawcutting of pavement and cleanup of slurry waste.
- Caterpillar 320E, 313B, Komatsu PC150, LinkBelt 210LX, Linkbelt 460LX, Komatsu PC600, Linkbelt 800LX — for removing AC pavement, trenching, installing and backfilling of water & sewer mains.
- Caterpillar 420 and/or 446 rubber tire backhoes — for trenching and backfilling of water services and appurtenances, installing valves and fittings and installation of sewer laterals.
- Caterpillar Skid Steer 248 & 272 — for moving of dirt, debris and street sweeping.
- Caterpillar 938G, 950G and Kawasaki Z70 Loaders — for moving of dirt, debris, loading and placement of spoils and trench zone materials.
- Johnston 6000 Street Sweeper—street sweeping and WPCP compliance.
- Ford 2500 gal and 4000 gal water trucks — for dewatering and haul off of partially full pipelines after cut and plugs.
- Peterbilt Superdump booster trucks and end dumps — for haul off of dirt spoils and hauling in of bedding and pipe zone materials and asphalt.
- Bomag and Caterpillar small width rollers—for AC trench paving.
- Concrete pump — for filling of existing mains with CLSM.

5.1.2 Plan for Operation of Facility During Construction

TCDB crews will install temporary 2-inch highlines above and below ground where necessary to isolate existing systems designated for replacement. The highlines will be disinfected and tested per City guidelines and temporary service transfers will be installed to keep all customers in service. Once highlines and temporary services are complete, crews will cut and plug the existing mains so that the proposed sections of pipelines can be removed and replaced. Cut-ins will be utilized to reduce the amount of highlining necessary for adjacent streets and minimize service interruptions for branch lines. Items such as cut and plugs, connections and service transfers may be performed at night, if directed by the Resident Engineer to minimize impacts to residents.

The water highlining plan will consider the locations of all services within the project area and identify the nearest existing hydrant to connect to for each block that is under construction. Areas of replace-in-place that provide service to hydrants and fire services will be required to be monitored by a watchman to ensure that emergency services are provided if necessary. TCDB and the Community Liaison will provide sufficient notice to the local fire department and affected businesses in these situations so arrangements can be made well in advance. Water main replacement within the project will occur on isolated streets rather than a grid of streets as is typical on water group projects. This will allow us to highline and replace one street at a time rather than impacting large portions of a neighborhood at one time.

The plan for sewer highlining (bypassing) is relatively simple for this project. Due to the small diameter of the existing sewer mains to be replaced and the low flows, sewer will be plugged at a manhole upstream of the portion of pipe to be replaced and will be pumped around to the next manhole downstream beyond the area of work. Crews will utilize a redundant 4" pump and flat hose bypass setup manifolded together which will allow for isolation of the main to be replaced. Crews will reconnect the existing main to the newly installed main at the completion of each work shift restoring flows to gravity during non-work hours. A detailed sewer bypass and pumping submittal with an emergency spill prevention and response plan will be provided to the City for review and approval prior to the start of work.

5.1.3 Plan for Phasing of Construction Activities

Detailed phasing will be developed during the Pre-design assessment. Before any phasing is finalized, the TCDB Team will meet with the City's Resident Engineer and Project Management team to discuss phasing, take input and recommendations from City staff and develop a mutually acceptable final phasing plan. Our surface restoration and ADA upgrade crews will follow behind the pipeline crews to immediately complete the base paving work for each paving phase.

5.1.4 General Plan for Functional Testing and Start-up

Functional testing of all new pipelines will be performed within each project phase while mainline crews transition to the next phase of the project.

5.1.5 Proposed Safety Program

Over the past four years, TC has participated in a 3rd party safety and hazard analysis audit and with those results and feedback we have taken a fresh approach to safety and placed an emphasis on details where improvements can be made in our program. We have broadened the scope of our daily morning safety tailgate meetings to be more site specific, and we have elevated the level of



focus and awareness of potential safety hazards among all supervisory staff. These changes have resulted in great success, **TC's Experience Modification Rate (EMR) has dropped consistently year after year.**

Potholing of existing utilities is an extremely critical aspect on all underground utility projects. A project of this size and scope will have up to 795 existing utility crossings. TC Construction utilizes an intensive potholing procedure process that has been refined to perfection over 45+ years of trenching near live utilities. Our industry leading proven techniques and attention to detail eliminate utility strikes which keep our employees and the community safe and allows for resolving utility conflicts in advance and zero downtime during construction.

Safety awareness is the key to a successful project. The TCDB Team has adopted proven methods that stress the importance of our safety culture. For example, all new employees wear yellow hardhats, registered apprentices wear orange hardhats, while seasoned employees wear white hard hats. This difference enforces the need to pay special attention to these individuals until they are full journeymen in their respective trade. TCDB has developed a comprehensive program that defines the roles of management and employees for providing a safe work environment.

Our program includes:

- Defines formal responsibility for accident prevention.
- Provides accident prevention policies and training for both supervisors and employees.
- Establishes guidelines for pre-project planning including all applicable regulations.
- Outlines specific requirements and checklists for conducting daily job site safety inspections.
- Includes education regarding emergency procedures and location of urgent care facilities.
- Provides educational material for holding daily and weekly Tailgate Safety Meetings.
- Includes strict policies and procedures for investigating and reporting accidents.
- Includes a drug and alcohol testing program that includes pre-employment, post-accident and testing for cause.
- Provides an employer provided Employee Assistance Program.
- Recognizes significant improvement and continued success in safety performance.
- Keeping our employees and customers safe through intense extensive utility potholing process. Our goal is zero utility strikes.

Safety training is conducted in English and Spanish by in-house instructors. The staff includes three OSHA Outreach Instructors, two Equipment Instructors and a Fleet Instructor who provide employees with scheduled training and on the job mentoring. Job specific safety is a weekly activity topic of our Tailgate Safety Meetings.

A detailed project-specific Safety Plan will be presented upon contract award.



5.1.6 Proposed Emergency Response Plan

A key element of our site specific-safety plan is the Emergency Response Plan. We recognize that there are inherent risks associated with infrastructure construction and a proactive emergency response is critical to effectively and safely deal with emergency situations. Our project specific emergency response plan identifies the nearest hospital, fire station and police station relative to the project's location and appropriate phone numbers, recommended evacuation routes and possible hazards associated with the project.

As a standard practice, we review the location of existing high-pressure gas mains as this presents the greatest safety exposure to our employees during trenching operations.

Other high-risk elements include:

- Traffic control and working alongside busy streets.
- Location of overhead and underground electrical lines.
- Underground fuel lines.
- High volume traffic congested areas.
- Work sites with constrained work limits.
- Contaminated soil.
- Trench shoring.
- Equipment failure.
- Chemical handling.
- Pressure testing operations.
- Narrow streets and alleyways.

5.1.7 Proposed Construction Schedule

The schedule can be found at the end of Section 5.

The TCDB team proposes to include additional milestones including a Concept Design Workshop for interested stakeholders including outside agencies as well as “tailgate” constructability meetings at the project site during design to facilitate understanding of any conflicts or issues that may arise as the design is developed.

These milestones will give all partners a greater understanding of the project and facilitate communication which will reduce the number of questions or comments during submittal reviews. We feel that this approach will expedite the design of the project and allow for a smooth transition to the construction phase.

Our approach to ensuring that project milestones are met includes regular communication among the TCDB team in the form of a weekly progress meeting as well as production of two-week look ahead schedules to identify any possible near-term delays and ways to mitigate them. The goal is to complete all design work for the water and sewer within 7 months so that the focus for the remainder of the project is on construction. This will allow the design team to focus on construction support to quickly address any issues in the field once the final signed plans have been issued.



The goal to complete pre-construction activities during the design phase will allow for construction mobilization immediately following the final design approval.

5.1.8 Traffic Control Management

The Traffic Control Management Plan will be developed in conjunction with the phasing plan. Traffic control elements such as road closures, lane closures, alley closures, no parking zones and sidewalk closures will be developed with the assistance of the City's Traffic Department and the Field Engineering staff. Traffic control plans for the entire project will be submitted through Field Engineering as 11x17-inch sized shop drawings. Engineered traffic control plans will be developed for the larger arterials.

5.1.9 Community Impact

Vic Salazar Communications (VSC) will serve as the exclusive Community Liaison for this project. VSC is experienced in fulfilling the Scope of Work for Rolando Improvements 2 having served as Community Liaison for more than five dozen City of San Diego Capital Improvement Projects in the past decade including more than a dozen with TC Construction. VSC will work cooperatively with and provide assistance to the City's PIO team. A Community Outreach Plan will be designed to provide awareness to all stakeholders of the Design-Build project and provide avenues for feedback.

VSC's experience shows that providing information about the project during design phase is beneficial for establishing trusted communication with residents and City Council District 9. During the design phase VSC will send letters to all properties within 300 feet of projected construction with information about how to provide us their concerns.

VSC places prime value on face-to-face introductions and trading of contact information with business owners and business center managers as this is important for developing positive relationships. This also allows us to learn their concerns, which will include impact of construction activity on their businesses and parking access for employees and customers.

The feedback from businesses and residents will be augmented with information garnered at community meetings of the Mid-City Eastern Planning Group and the College Community Planning Group during the design phase. All of our outreach interaction will result in valuable information that will help the project team develop a work schedule and Construction Mitigation Plan that will allow for the construction to be completed on time, within or under budget and with minimum impact on this community.

Our Design-Build team will creatively integrate the needs of the community into the design of the project. Based on previous projects we anticipate community concerns including working hours, staging of construction equipment during non-working hours, and impact to traffic and water service.

In addition to the outreach steps listed above, this project calls for "boots on the ground" due to the large amount of replumb agreements that will require notarized signatures. VSC and TC Construction have worked together to secure several hundred notarized replumb agreements for COSD projects. This task is challenging due to property owners who are skeptical about the work and do not respond to initial outreach to sign and return the document. This is when VSC

hits the streets to make personal contact with holdout property owners in order to secure signed agreements. VSC also has proven methods to track down non-responsive property owners who are landlords and may live out of state or country.

VSC will adhere to the City's Whitebook requirements for Community Liaison and work with the City's PIO team to provide effective public information and respond to public concerns.

VSC's outreach effort will begin with the development of a Community Relations Plan within 30 days of the Notice to Proceed. This plan will identify communication flow between the City, Design-Builder and the Community Liaison. Contact information for the key stakeholders listed below will be identified and methods of outreach will be described in detail.

VSC will also work with the City Council Community Representative for District 9 to utilize the council district's social media channels to provide accurate, important project schedule information.

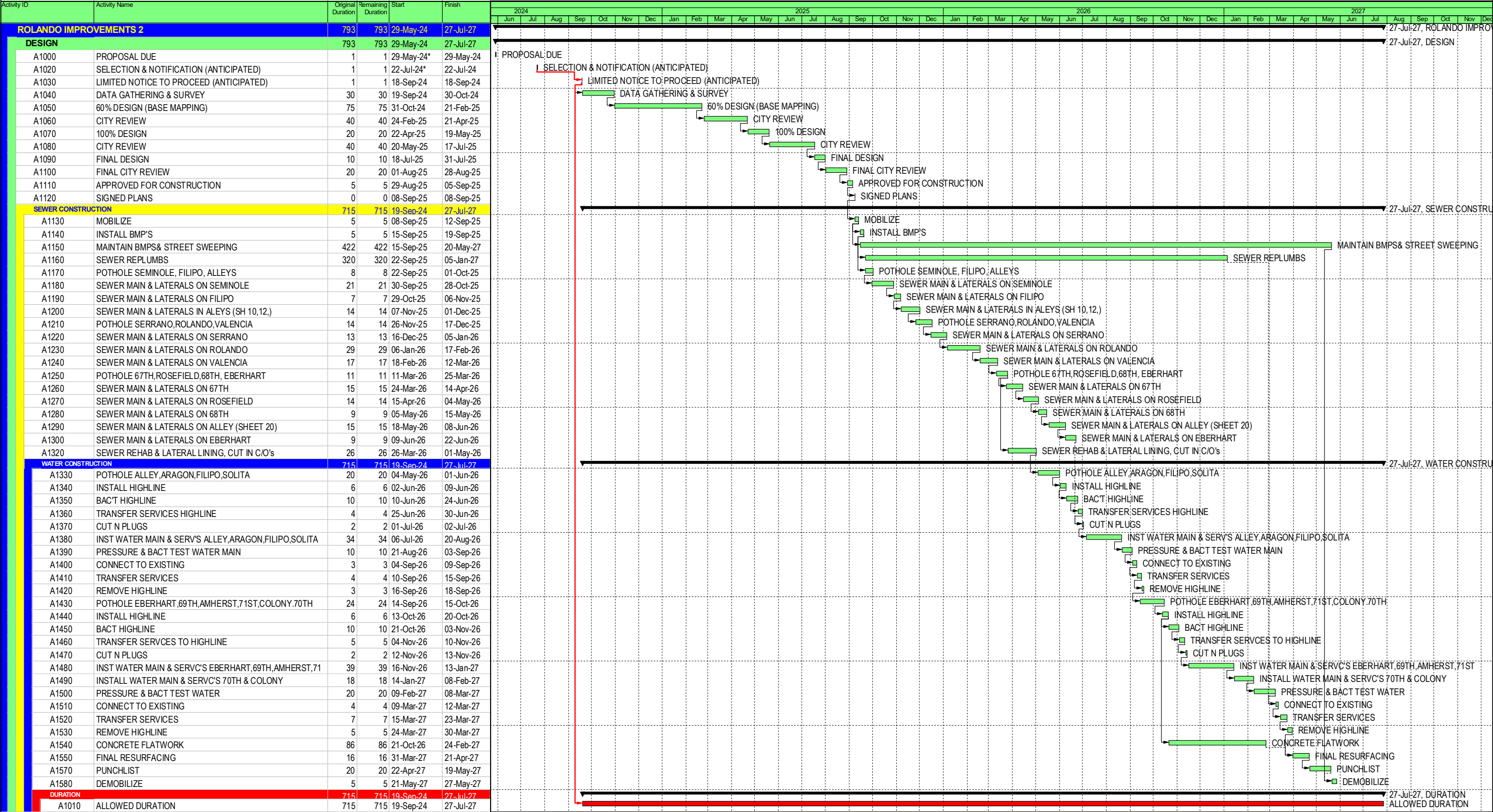
As the Community Liaison, VSC will field questions by phone or email from the public and respond within one business day. All public calls and emails will be logged and entered on a spreadsheet that the project team will receive every two weeks including a detailed report of Community Liaison activities.

VSC will meet with the following stakeholders one-on-one to trade contact information, explain the project, and follow up with answers to stakeholder inquiries.

Key Stakeholders

- Residents
- City of San Diego
- Office of Mayor Todd Gloria
- District 9 City Council President Sean Elo Rivera
- Mid-City: Eastern Planning Group
- College Area Community Group
- San Diego Fire-Rescue Department Station 10 on 62nd St.
- CalTrans
- Health Sciences High School and Middle College
- San Diego Unified School District
 - Wilson Middle School
 - Edison Elementary School
 - Cherokee Point Elementary School
- Metropolitan Transit System
 - Bus Routes 1 and 14 on El Cajon Boulevard and 70th Street.
- Rolando Church
- Multiple businesses along El Cajon Boulevard Corridor that back up to alleys where work will take place.

Rolando Improv. 2 - TC Construction Co, Inc 10540 Prospect Ave Santee, CA 92071



6.0 EQUAL OPPORTUNITY CONTRACTING PROGRAM

6.1 EOCP Information

The EOCP documentation can be found on the following page.

6.2 Subcontractor Participation Percentages

The TCDB will meet or exceed the mandatory minimum subcontractor participation percentages established by the City of San Diego (City) for this Project. We have partnered with many local ELBE/SLBE certified firms to achieve this goal and to unequivocally demonstrate our commitment to equal opportunity subcontracting. Subcontractor Documentation can be found in our Cost Proposal.

Figure 1: Summary of Subcontracting Participation Percentages

Services	SLBE	ELBE	Total
Design & Construction Services	5.78%	19.76%	25.54%
<i>Percentages shown relative to proposed design and construction services budget in the bid form.</i>			

Work Force Report

The City of

SAN DIEGO**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☒ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: TC Construction Company, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 10540 Prospect AveCity: Santee County: San Diego State: CA Zip: 92071Telephone Number: (619)448-4560 Fax Number: (619)448-3341Name of Company CEO: Austin Cameron

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Construction Type of License: A,C 21The Company has appointed: Angel Montenegro

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 10540 Prospect Ave Santee CA 92071Telephone Number: (619)448-4560 Fax Number: (619)219-3725 Email: amontenegro@tcincsd.com☒ One San Diego County (or Most Local County) Work Force – Mandatory☐ Branch Work Force *☐ Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of TC Construction Company, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this 6th day of May, 2024

(Authorized Signature)

Angel Montenegro

(Print Authorized Signature Name)

**Michael Baker
INTERNATIONAL****Trusted Local Team Emphasizing Communication, Value and Quality.**

WORK FORCE REPORT – Page 2

NAME OF FIRM: TC Construction Company, Inc.

DATE: 5/6/24

OFFICE(S) or BRANCH(ES): Santee

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1		1						7	2		
Professional			2		1						8	2		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support				3								9		
Services														
Crafts			3								3			
Operative Workers	1		2				1				8			
Transportation														
Laborers*			4								2	1		

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		12	3	2		1				28	14		
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Grand Total All Employees

61

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



WORK FORCE REPORT – Page 3

NAME OF FIRM: TC Construction Company, Inc.

DATE: 5/6/24

OFFICE(S) or BRANCH(ES): Santee

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters			6								2		1	
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers	1		225								14		2	
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers			6								12			
Glaziers														
Helpers; Construction Trade	2		9								2			
Millwrights														
Misc. Const. Equipment Operators			35		1		1	1			20		1	
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters			18								5		1	
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers			3											
Workers, Extractive Crafts, Miners														
Totals Each Column	3		102		1		1	1			55		5	0

Grand Total All Employees

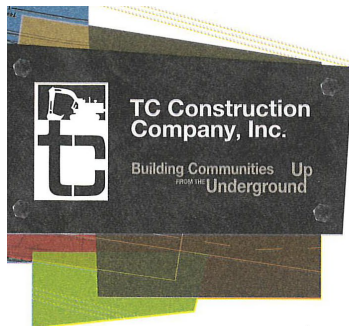
168

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Complaints and Pending Actions



May 8, 2024

Austin Cameron
TC Construction Company, Inc.
10540 Prospect Ave
Santee, CA 92071

City of San Diego
Purchasing & Contracting, Public Works
1200 Third Ave Suite 200
San Diego, CA 92101

RE: Complaints and or Pending Actions Filed / Rolando Improvements 2 RFP No. K-24-2280-DB1-3

To whom it may concern;

This letter is to confirm that TC Construction Company, Inc. has not had a complaint filed or pending actions in the last 10 years against us for discrimination against our employees, subcontractors or suppliers.

Thank you,

Austin Cameron, President

TC Construction Co., Inc., Corporate Office 10540 Prospect Ave., Santee, CA 92071
phone 619.448.4560 | fax 619.258.9751 | **estimating fax** 619.448.3341

Offices in San Diego County, Corporate | Inland Empire | Imperial County

www.tcincsd.com
General Engineering Contractor
CA 402459 Class A and C-21 | NV 0072614
AZ ROC225328 KA and ROC225329 K-57



Michael Baker
INTERNATIONAL

Trusted Local Team Emphasizing Communication, Value and Quality.

7.0 REFERENCES

Project and Location	Contact	Work Performed	Contract Amount Completion Date
<p>Pacific Beach Pipeline Project</p> <p><i>Pacific Beach and Mission Bay</i></p>	<p>City of San Diego Clem Wassenberg 619-218-8404 cwassenberg@sanidiego.gov</p>	<p>Removal and replacement of water mains on three major bridges-Glen Rick Bridge, Ingrahm North and Ingrahm South bridges. Also removal and replacement of an additional 39,000+LF of Water Main and 8,200 LF of Sewer Main Replacement of all related water services, valves, appurtenances, sewer laterals and manholes. Work was located in congested city streets and residential neighborhoods. Concrete latwork, AC Overlay, Slurry Sealing, Traffic Loops, Stripping, Cal Trans Coordination.</p>	<p>\$35,126,552 2022</p>
<p>MACC#10 GJ 816</p> <p><i>City of San Diego</i></p>	<p>Nabil Batta 619-990-5772 nbatta@sanidiego.gov</p>	<p>Remove and replace of 26,724 LF of existing 6",8",10",12" and 16" cast iron and asbestos cement water main and 968 linear feet of existing 6" CP and 8" PVC sewer main. Abandon approximately 2300 linear feet of sewer main. Construct approximately 3455 linear feet of new water main and 1015 linear feet of new sewer main replacement of all related water services, valves, appurtenances, sewer laterals and manholes. Replumb existing sewer laterals to new sewer main. Rehab approximately 500 LF of existing 8" CP sewer main, replace in place of 1 pressure reducing stations and the demolition and relocation of an existing pressure reducing station., AC Overlay, Slurry Sealing, Traffic Loops and Stripping.</p>	<p>Contract Amount \$15,347,407.00 Completion Date January 2023</p>

Project and Location	Contact	Work Performed	Contract Amount Completion Date
MACC Task Order #1- Sewer & Water Group 946 & 949 <i>Encanto & Southcrest</i>	City of San Diego Riyadh Makani 619-209-9990 rmakani@sandiego.gov	Design Build, The City's very first MACC Task Order. Removal and replacement of 12,500 LF of Water Main and 2,000 LF of Sewer Main. Replacement of all related water services, valves, appurtenances, sewer laterals and manholes. Work was located in congested City streets and residential neighborhoods. Concrete Flatwork, AC Overlay, Slurry Sealing, Traffic Loops, Striping.	\$9,230,094 August 2018



T C CONSTRUCTION COMPANY, INC.
10540 Prospect Avenue
Santee, CA 92071

Michael Baker
INTERNATIONAL

We Make a Difference

MICHAEL BAKER INTERNATIONAL
9635 Granite Ridge Drive, Suite 300
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