City of San Diego

CONTRACTOR'S NAME: McCarthy Building Companies, Inc.
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TELEPHONE NO.: (858) 784-0347 **Email.:** rbetz@mccarthy.com
CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov
Phone No. (619) 533-4618
N. Naghavian / E. Dunn / N. Alkuree

PROPOSAL DOCUMENTS

e - Bidding

FOR
VIA DE LA VALLE PIPELINE

RFP NO.: **K-26-2215-DB1-3**
SAP NO. (WBS/IO/CC): **B-22015**
CLIENT DEPARTMENT: **2000**
COUNCIL DISTRICT: **1**
PROJECT TYPE: **KB, IJ**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- PROJECT LABOR AGREEMENT
- 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
NOVEMBER 18, 2025

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:

Ronak Rekani
For City Engineer

10/9/2025
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 **Via De La Valle Pipeline** Design-Build project.

1.1.2 This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.

1.1.3 Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.

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

1.1.5 Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

1.1.6 The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).

1.1.7 Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

2. SUMMARY OF WORK: This is the City's solicitation process to acquire Design-Build services for a Design-Build project to replace approximately 3,559 linear feet (LF) of existing 24-inch Cement Mortar Lined and Coated Steel (CMLCS) water mains with 16-inch Polyvinyl Chloride (PVC) water mains, construct approximately 2,662 LF of new 16-inch PVC water mains and 341 LF of new 12-inch PVC water mains, and abandonment of approximately 406 LF of existing Steel Cylinder Rod Wrapped (SCRW) and Asbestos Cement (AC) water mains, and abandonment of 3,840 LF of existing PVC water service. In addition, water improvements will also include the installation of a Pressure Reducing

Station (PRS) and replacement of all associate water services, fire hydrants, valves, water meters, and other appurtenances. The project includes the installation of 3 curb ramps, the replacement of an active water meter and associated lateral, the installation of 3 new water services, highline phasing plans, and permitting and coordination with the City of San Diego Public Utility Department (PUD) and Santa Fe Irrigation District (SFID). Due to the project site located near Multi-Habitat Planning Areas (MHPA), the project will require monitoring services, to meet all land use and environmental regulations. Any deviation from the pre-approved footprint within the City of San Diego's Right-of-Way limits will require amending the environmental permits. The project is located in Council District 1, within the Via De La Valle, Reserve, and NCFUA subarea II Community Planning Areas. 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: NOVEMBER 18, 2025,** at **2:00 PM.**

5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **$8,000,000.00.**

6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**

7. **PROJECT LABOR AGREEMENT:**

7.1. This work is covered by a Citywide Project Labor Agreement (PLA) entered into by the City of San Diego, the San Diego Building and Construction Trades Council and signatory Craft Unions, included herein as **Attachment J.**

This work will provide many opportunities for local residents and local small business enterprises to participate. It is the City's policy that contractors will cooperate with all efforts of the City, the Project Labor Coordinator, the Jobs Coordinator, and other organizations retained by the City to encourage and assist in the participation of Local, Targeted and/or Veteran workers.

7.2. **LETTER OF ASSENT.** The Contractor and all subcontractors agree to be bound by the PLA by submitting a Letter of Assent (PLA Attachment B) to the City's Project Labor Coordinator. The Contractor shall submit its Letter of Assent as a condition of award and all subcontractors shall submit their Letter of Assent before commencing any Work on the Project.

7.3. **PRE-JOB CONFERENCE.** Each contractor, regardless of tier, is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work.

The Prime Contractor is responsible for facilitating and scheduling their own pre-job conferences and for facilitating, scheduling, and ensuring that all its subcontractors conduct a pre-job conference.

7.4. JOBS COORDINATOR. The Contractor will be required to hire a Jobs Coordinator, an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5, to assist with fulfilling the Work Opportunities Program as set forth in Article 22, and to assist with Helmets to Hardhats participation as set forth in Article 23.

Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor, pursuant to the PLA, Article 22 Section 22.2 (f). The Contractor shall submit a Jobs Coordinator Designation Form as a condition of award.

8. CONTRACT PERIOD: The Project shall be completed within **740 Working Days** from the Notice to Proceed (NTP).

9. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D.

10. PHASED FUNDING: This contract may be subject to phased funding, for Conditions, see Attachment B.

11. PRE-PROPOSAL MEETING:

11.1 ONLINE PRE-PROPOSAL MEETING:

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

The Pre-Proposal Meeting will be held on **Wednesday, October 29, 2025,** at **10:00 AM** (PDT) at:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 239 326 835 746 1
Passcode: PK3Eu6Ly
Dial in by phone
+1 945-468-5511,,380147083# United States, Dallas
Find a local number
Phone conference ID: 380 147 083#
For organizers: Meeting options | Reset dial-in PIN

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.

Admittance may be denied to those arriving after the specified start time of the mandatory Pre-Proposal Meeting

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

12.1. 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 **9.0%**
2. ELBE participation **12.4%**
3. Total mandatory participation **21.4%**

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

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

12.3.1. Attend the Pre-Proposal Meeting as described herein.

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

12.3.3. 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.

13. SELECTION AND AWARD SCHEDULE:

13.1. 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:

13.2.	Pre-Proposal Meeting	**October 29, 2025**
13.3.	Proposal Due Date	**November 18, 2025**
13.4.	Selection and Notification	**TBD**
13.5.	Limited Notice to Proceed	**TBD**

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

1.1. SOLICITATION

1.1.1. 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.

1.1.2. If the applicant is a subsidiary of a parent company, the applicant may provide the consolidated audited financial statement of the parent company; provided, however, that the applicant submits a statement signed by a duly authorized representative of the parent company confirming that the parent company will guarantee the performance of any contract awarded to the applicant. The City may also require the parent company to execute a separate agreement with the City to guarantee the subsidiary's performance prior to executing any contract with the subsidiary.

1.1.3. The completed application must be submitted online no later than 2 weeks prior to the bid opening.

1.1.4. **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.

1.1.5. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of $15,000,000.

1.1.6. 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.

1.1.7. 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.

1.1.8. 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.

1.1.9. Complete information and links to the on-line prequalification application are available at:

http://www.sandiego.gov/cip/bidopps/prequalification

1.1.10. 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 files 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:

Ron McMinn Jr., at RMcMinn@sandiego.gov

6.1.2. Questions received less than 14 Days prior to the Proposal due date may not be considered.

6.1.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

6.1.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

6.2. Revisions to the RFP

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

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

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

7.1. Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of Purchasing & Contracting Department, Public Works Division.

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

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

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

10. **BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works construction unless specified otherwise in the Contract Documents.

11. **SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

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

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

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

11.1.1. The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8 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 TOTAL PRICE FOR DESIGN-BUILD PROPOSAL page is to be submitted within the Cost File in PlanetBids.

11.2.2. A completed Excel Price Proposal Sheet is to be submitted as a General Attachment in PlanetBids.

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

11.2.4. 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.

11.2.5. 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.

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

11.2.7. These are not to be included with the Technical Proposal. Refer to **Attachment H** of this RFP for any Price Proposal forms required to be used.

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 §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
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 9 (CA MUTCD Rev 9) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD080725-07
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.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, 2_____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Via De La Valle Pipeline
(Project Title)

as particularly described in said contract and identified as Bid No. **K-26-2215-DB1-3**; SAP No. (WBS) **B-22015**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

_____

_____

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

_____

_____

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

By:_____
Contractor

ATTEST:

State of _____ County of _____

On this_____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared_____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task_____

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for_____, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

Manufacturer: _____

Model:_____

Serial Number (if applicable)_____

Quantity to be supplied:_____

Remarks:_____

Signed by: _____

Printed Name:_____

Title: _____

Company: _____

Date: _____

SAMPLE

City of San Diego

Engineering & Capital Projects Department

CONSTRUCTION MANAGEMENT AND FIELD SERVICES

NOTICE OF MATERIALS TO BE USED

To:_____ Date: _____, 20____

Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____ for construction of _____

_____,

in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

_____ _____

Signature of Supplier Address

SAMPLE

ATTACHMENTS

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, AND BRIDGING DOCUMENTS

PROJECT DESCRIPTION, SCOPE OF WORK, AND BRIDGING DOCUMENTS

1. PROJECT DESCRIPTION:

The linear footage of water pipes in this project consists of replacing approximately 3,559 linear feet (LF) of existing 24-inch Cement Mortar Lined and Coated Steel (CMLCS) water mains with new 16-inch PVC pipes, construction of approximately 2,662 LF of new 16-inch PVC water mains, approximately 341 LF of new 12-inch PVC water mains, and abandonment of 406 LF of existing Steel Cylinder Rod Wrapped (SCRW) and Asbestos Cement (AC) water mains and 3,840 LF of existing PVC water service. In addition, water improvements will also include the installation of a Pressure Reducing Station (PRS), a highline phasing plan, service connections to 3 additional properties, and replacement of all associated water services, fire hydrants, valves, water meters, and other appurtenances.

Construction will also include approximately 3 curb ramps, including permitting and coordination with the City of San Diego Public Utility Department (PUD). Due to locations and existing conditions, some of these curb ramps may require design work. The City shall make the final decision on whether design work and details are needed for the project to ensure the curb ramps are constructed appropriately by the Contractor.

This project is affected by an Environmental Document Requirement between March 1st to September 15th. Due to the project site's location near Multi-Habitat Planning Areas (MHPA), the project will require monitoring services to meet all land use and environmental regulations. Any deviation from the pre-approved footprint within the City of San Diego's Right-of-Way limits will require amending the environmental permits.

This project is affected by agreements between the City of San Diego and the Santa Fe Irrigation District.

Alternate A:

An Alternative Bid Item for the Design and Construction to resurface the full width of the roadway along Via De La Valle from San Andres Dr to El Camino Real (East) in areas where SPO mandated trench resurfacing limits do not cause the resurfacing of all roadway travel lanes is included in the contract.

2. SCOPE OF WORK:

2.1. The Work and Services required of the Design-Builder include those during design and construction of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project.

2.2. The Design-Builder shall be responsible for performing and completing, and for managing and controlling 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 30%, 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 plan check approvals; and providing engineering services during construction, startup, and testing and approval from Department of Public Health for water and sewer separation;

2.7.4. Construction of water mains, services, and appurtenances including all work associated;

2.7.5. Monitoring for potential of any hazardous materials and coordination with local resource agencies;

2.7.6. Value engineering;

2.7.7. Additional geotechnical investigation and potholing;

2.7.8. Performance and implementation of QA/QC

2.7.9. Traffic control, striping, overlay, storm water permitting and compliance; Concrete Road shall be restored beyond the edge of the trench cut to the nearest expansion, cold joint, or construction joint. 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;

2.7.10. Coordinating with City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and

2.7.11. Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.

2.7.12. Prioritize completion of construction east of El Camino Real in advance of the El Camino Real to Via De La Valle (1/2mile) project (S-00856).

2.8. The Design-Builder shall use AutoCAD in compliance with the City's "Consultant Standards for Preparation of PS&E."

2.9. The Design-Builder shall submit and maintain a task oriented computerized schedule for completing the Work over the life of the Project in accordance with Section 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."

2.10. As required by California Government Code section 830.6, prior to construction, the design (including changes for the Project and/or any portion thereof) shall be approved by the Engineer.

3. 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 Deparment'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.

4. CITY PROVIDED INFORMATION:

4.1. The City will provide the following information to the 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 Transportation and Utilities Engineering 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/Project finder 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 workstation.

4.1.3. City's QA/QC checklists.

4.1.4. Access to Engineering and Capital Improvements Projects Department's online 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 40 working days for the City to review and provide comments on each submittal, followed by 10 working days for the Design-Builder to respond in writing to the City's comments and to request a comments resolution meeting, if necessary. To efficiently log and communicate review comments, actions, and resolutions, the City plans to utilize an MS Excel spreadsheet to manage design submittal comments for the 100% and Final Designs. The Design-Builder shall review and address the City's comments using the format provided by the 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, right-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 RFI's to the Resident Engineer in writing. Oral communications shall not be relied upon unless confirmed in writing. RFI's 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 par 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 Material Substitution request form as specified 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.

12.2. Design Responsibilities – The Design-Builder shall provide all Services for the Project. The Services shall include preparing the 100% and Final Design plans for the Project, 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.

12.2.1. 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.

12.2.2. 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.

12.2.3. 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. Additional geotechnical investigations and potholing shall be included under the "Engineering and Design Services" bid item.

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 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 Preliminary Environmental Assessment and Addendum to Mitigated Negative Declaration (AMND) which are included in the Bridging Documents. 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 permit fees shall be paid by City. At the 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. The Design-Builder shall identify and estimate quantities of BMP's to comply with WPCP requirements, if required.

15.2. There is a possibility of encountering soil contamination in this project. There is 1 LUST site and 1 Envirostor site located within 500 feet, and 1 LUST site is located within the project footprint.

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. The Design-Builder should consult with Environmental & Permitting Support (EPS) before any ground-disturbing activities related to geotechnical investigations and should also consult with EPS in case the borings impact archaeological locations.

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 daily.

18.4. All utility excavations shall be tied to the horizontal and vertical control information provided by the City'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. 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.** For Asphalt Concrete Streets, resurfacing and preparatory work outside the influence area shall not be included in the Contract Price. Resurfacing bid items have been included as a bid alternate to resurface the area outside the influence area. These bid items are not included in the Lump Sum values for Construction provided in the bid list.

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.

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 Planning Division, Development Services Department, the City Traffic Section of Construction Management and Field Services, and other utilities. 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.

27.2.3. 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

27.7.2. 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 resubmittal.

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:

1. 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.

2. 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.

3. 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.

4. The Design-Builder's Shop Drawings shall be not less than 8½ by 11 inches nor more than 30 by 42 inches.

5. The Design-Builder shall submit detailed drawings and descriptions of proposed deviations from details or component arrangement indicated on the Shop Drawings.

6. The Design-Builder shall provide finished drawings for City review indicating proposed installation of Work, and materials and equipment being furnished.

7. City will not accept Shop Drawings that are either:

   i) Copies of plans; or

   ii) Materials or equipment identified solely by catalog numbers.

8. 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:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

28.2. 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.

28.3. 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.

28.4. The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 30.6 the Final Design documents shall also include but not be limited to:

28.4.1. One complete set of full sized (24-inch x 36-inch) original mylar 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.

28.4.2. Two complete electronic file sets of all final drawings on CD-Rewritable (RW) recordable disks in Bentley MicroStation Version ORD format and Bentley MicroStation Connect Edition.

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

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

28.4.5. 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.

28.4.6. 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.

28.4.7. Other reports and documents as may be required by City.

28.5. 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.

28.6. In coordination with Traffic Section of Construction Management and Field Services, 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 Services. The Design-Builder shall maintain an appropriate level of access and site security at all Project facilities to avoid significant impacts to the public.

28.6.1. The Design-Builder shall prepare a preliminary traffic control approach for City's review and approval prior to preparation of traffic control plans.

28.6.2. The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.

28.6.3. The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.

28.6.4. The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.

28.6.5. The Design-Builder shall obtain approval for traffic control plans.

28.6.6. If construction is to be performed in phases, complete the Work in each phase prior to beginning the Work in the next phase. Completion of the Work includes pipe and appurtenance installation, hydrostatic testing, and final restoration. Deviations from this requirement must be approved by the Engineer, in writing, in advance of the implemented TCP.

28.7. 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.

28.8. The Design-Builder's design shall comply with the ADA and Title 24. Two curb ramps per curb return shall be evaluated; if technically infeasible, a blended transition or wide diagonal curb ramp shall be proposed. Where it is technically infeasible to meet any requirements from the City Standards, a Deviation From Standards Form shall be prepared.

28.9. The Design-Builder shall prepare and incorporate into the specifications, a Water Pollution Control Plan (WPCP) to be implemented during construction. The WPCP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.

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

28.11. 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 completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. 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. 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. 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:

30.1. 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.

30.2. 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 pavement restoration, curb ramps, abandonment plans and traffic control plans as applicable.

30.2.7. Erosion control plan, storm water pollution prevention BMP's, and habitat restoration, success criteria, 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 100% 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.

30.2.12. All information from pothole logs collected during potholing activities on plans and profiles that provide the most accurate depiction of the existing utilities possible. Pothole information shall also be transmitted with design drawings to pipeline manufacturers for inclusion in lay sheets.

30.2.13. Highline phasing plan

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. Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.

30.3.3. Updates to geotechnical report, if any.

30.3.4. Location of construction staging areas (if applicable).

30.3.5. A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.

30.3.6. Permit applications as necessary.

30.3.7. Completed specifications in The GREENBOOK format.

30.3.8. Quantity take-off.

30.3.9. Drawings in all disciplines, including final and traffic control plans approved by City, if any.

30.3.10. 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.

30.3.11. Compliance with the City's 100% QA/QC checklist.

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. Also, the City requires the original wet-signed mylars be held in City files as legal records of the Project.

30.4.5. Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.

30.5. Design Submittal Deliverables:

30.5.1. The Design City Engineer in the form of 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 AutoCAD ALG file. The Design-Builder shall number proposed alignment points on plan views using the automated process through AutoCAD software. The Design-Builder shall also generate the Horizontal Alignment Coordinate Index report through AutoCAD 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 mylar 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. Two 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. Two complete electronic file sets of the final drawings.

4. Two 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, businesses within the project scope, San Diego Unified School District, and the City of San Diego. 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.

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 Public Works 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.

33.1.5. 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.

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 100% and 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 nonconformance 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 as well as depict the progress on a map 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 (lookahead) 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 100 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 mylar final As-Built Drawing CADD plots in accordance with the City's CADD Guidelines. Each CADD mylar 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. Drawing mylar shall be 3 mils minimum thickness.

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's.

36.3.2. Two complete electronic file sets of the final As-Builts on CDs (typical) prepared in AutoCAD 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 Caltrans (if needed), and 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) I 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/approvedmaterials.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/ecp/edocref/standarddraw

41.10. City of San Diego Street Design Manual,

https://www.sandiego.gov/sites/default/files/street_design_manual_march_2017-final.pdf

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 http://www.sandiego.gov/water/cip/guidelines

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;

http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni

41.25. State Historic Preservation Act

41.26. Storm Water Standards Manual

https://www.sandiego.gov/development-services/codes-regulations/storm-water-guidelines

*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/1Rza8nQIJKCmt5fdS9qOYAlvxYIegfWhR?usp=sharing

1. Location Map
2. Via de la Valle Pre-design Map (B-22015)
3. Future Paving Map
4. Constraints Map
5. ADA Preliminary Engineering Report
6. AMND
7. Survey Files
8. Outside Utility As-built Drawings
9. Public Improvements As-built Drawings

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. 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.

43.3. This RFP provides 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.

43.4. 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.

43.5. 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.

43.6. 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.

43.7. 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.

43.8. 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.

43.9. 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.

43.10. The Design-Builder shall perform all work described in the bridging documents Street Resurfacing map to define the paving scope of work.

43.11. 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.

43.12. 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.

43.13. 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.

43.14. Traffic Signal Loop and Appurtenance: The Design-Builder is responsible to replace all traffic loops at every signalized intersection with cold milling 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.

43.15. 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.

43.16. 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.

43.17. The table for the Batch Discharge shall be prepared by the Design-Builder and is for existing flow conditions and allowable discharge to the existing sewer configuration during dry flow conditions only. Discharge flow must be held for 24 hours after the rain ceased for a rainfall event greater than 0.25 inches. These numbers are only valid if the existing sewer configuration is in place at the time of discharge. This table is only a capacity pre-approval. Before discharge begins Industrial Waste needs to approve the discharge; Wastewater Collections needs to approve the flushing; and the capacity will need to be re-evaluated at that time of discharge.

44. The Work shall be performed in accordance with:

44.1. The Request For Proposal, and **Attachment A, Project Description, Scope of Work, and Bridging Documents**, inclusive.

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

The project site is located along Via De La Valle from the intersection of Via De La Valle & San Andres Road and extends eastward to the intersection of Via De La Valle & El Camino Real North, within the Via De La Valle, Reserve, and NCFUA Sub-Area II Community Planning Areas.

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

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

RFP NUMBER: K-26-2215-DB1-3

CONTRACT OR TASK TITLE: Via De La Valle Pipeline

CONTRACTOR: McCarthy Building Companies, Inc

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	-Complete 60% Design of approximately 3,559 linear feet (LF) of existing 24-inch CMLCS water mains to be replaced with new 16-inch PVC pipes, approximately 2,662 LF of new16-inch PVC water mains, approximately 341 LF of new 12-inch PVC water mains, and abandonment of 406 LF of existing SCRW & AC water mains, abandonment of 3,840 LF of existing PVC water service, a new Pressure Reducing Station (PRS), a high-line phasing plan, service connections to 3 additional properties, and replacement of all associated water services, fire hydrants, valves, water meters, and other appurtenances , and approximately 3 curb ramps	NTP	11/30/2026	$ 921,500 (W)
2	-Finalize the design and construct approximately 3,559 linear feet (LF) of existing 24-inch CMLCS water mains to be replaced with new 16-inch PVC pipes, approximately 2,662 LF of new 16-inch PVC water mains, approximately 341 LF of new 12-inch PVC water mains, and abandonment of 406 LF of existing SCRW & AC water mains, abandonment of 3,840 LF of existing PVC water service, a new Pressure Reducing Station (PRS), a high-line phasing plan, service connections to 3 additional properties, and replacement of all associated water services, fire hydrants, valves, water meters, and other appurtenances , and approximately 3 curb ramps. -Initiate and complete design of the full resurface of the roadway along Via De La Valle from San Andres Dr to El Camino Real (East)	12/01/2026	09/30/2028	8,486,583 (W) 200,000 (TD)-Delta Fund
3	-Resurface and pave the full width of the roadway along Via De La Valle from San Andres Dr to El Camino Real (East) in areas where SPO mandated trench resurfacing limits do not cause the resurfacing of all roadway travel lanes is included in the contract.	10/1/2028	6/14/2029	850,000 (TD)-Delta Fund
			Contract Total	$10,458,083

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: Richard Fernandez

Construction Senior Engineer

Signature: _____

Date: 4/21/2026

CONTRACTOR

PRINT NAME: Ryan Miller

Title: Project Director

Signature: _____

Date: 4-17-2026

PRINT NAME: Ronak Rekani

Design Senior Engineer

Signature: _____

Date: 4/21/2026

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 it's 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 it's 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 it's 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 it's 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 Angles 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 And Office of Labor Standards & Enforcement (OLSE) Prevailing Wage Unit 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

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 sections1810 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 PWDPrevailingWage@sandiego.gov.

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 **7:00 AM to 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits. Night work shall be included in the contract price, no additional payment shall be made for Night Work.

SECTION 2 - SCOPE OF THE WORK

2-2.2 Caltrans Encroachment Permit. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall apply and obtain the Caltrans Encroachment Permit.
   a) You shall pay for and secure the permit prior to construction.
   b) You shall arrange and pay for inspection as required by Caltrans.

2-2.3 Payment. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for applying and obtaining the Caltrans Encroachment Permit shall be included in the Allowance Bid item for "**Caltrans Encroachment Permit Submittal**" and shall include preparing plans and addressing Caltrans comments.

2-8 Extra Work. To the "WHITEBOOK", ADD the following:

2-8.1 Owner-Requested Changes.

2-8.1 General. New or unforeseen work will be classified as Extra Work when the Engineer determines it is not covered by Contract Unit Prices or Stipulated Unit Prices .

2-8.2 Owner-Requested Changes.

2-8.2.1 Notice and Proposal. Whenever the Owner requests a change in the Work, the Contractor shall, within ten (10) Working Days of receiving written notice of that change, submit a fully itemized cost proposal covering labor, materials, equipment, and other costs as specified in 2-8.2.2. No Owner-Requested Change shall be performed, and no related time spent shall be compensable, until the Engineer has reviewed and accepted the Contractor's complete cost proposal.

2-8.2.2 Required Backup Documentation. For every Owner-Requested Change, the Contractor's cost proposal shall include, without exception, the following support:

a. Labor.
   i. Payroll records and timesheets, with worker classifications and hours.
   ii. Wage rates and fringe-benefit breakdowns (tax, insurance, pension, vacation, apprenticeship).
   iii. Payroll tax and workers' compensation calculations.

b. Materials.
   i. Vendor invoices or quotations, delivery tickets, sales-tax documentation.
   ii. Freight, handling, and sales-tax costs.

c. Equipment Rental.
   i. Rental agreements or invoices showing equipment type, rate, identification numbers.
   ii. Fuel/oil, mobilization/demobilization costs, maintenance or repair charges.

d. Other Costs.
   i. Specialized services (e.g., testing, permits, subcontractors) with vendor invoices/contracts.

2-8.3 Submission Deadline and Waiver. The Contractor shall deliver its complete cost proposal and all required backup no later than ten (10) Working Days after the Owner's written request. If any portion of the required backup is not submitted within this time, the Contractor shall be deemed to have waived any claim for those costs, and the Owner may proceed without further compensation for the unsubstantiated items.

2-8.4 Engineer Review. Upon receipt, the Engineer will review the cost proposal and may request clarifications or supplemental documentation. The Contractor shall furnish any additional information within five (5) Working Days of notice. No Owner-Requested Change work shall commence until the Engineer issues written acceptance of the complete cost proposal.

2-8.5 **No Prejudice to Other Remedies.** Compliance with Sections 2-8.1 through 2-8.4 shall not prejudice any rights under Disputed Work procedures or any other Contract or legal provisions.

2-8.6 **Escalation Costs.**

2-8.6.1 **Included in Contract Price.** The Contractor acknowledges and agrees that the Contract Price has been calculated to include all costs for labor, materials, equipment, subcontracted work, and other items necessary for performance of the Work, including any increases or "escalation" in wage rates, fuel costs, material prices, insurance premiums, bond premiums, taxes, or other inputs occurring at any time during the term of the Contract.

2-8.6.2 **No Separate Claims.** The Contractor shall not submit, and the Engineer shall not consider, any claim for additional compensation or Contract Time arising from escalation of costs after the Effective Date of the Contract or during performance of the Work. All risk of price increases or economic fluctuations is borne solely by the Contractor.

2-8.6.3 **Waiver.** By executing the Contract, the Contractor expressly waives any right to adjustment of Contract Price or Contract Time on account of escalation in labor rates, material costs, fuel surcharges, tax changes, or similar cost increases, whether such increases are general, project-specific, foreseen, or unforeseen.

2-8.6.4 **No Prejudice.** This clause shall not limit the Owner's rights under other provisions of the Contract or law with respect to changes in Work scope or other adjustments expressly provided for elsewhere in the Contract.

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.

3-4 **AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "WHITEBOOK", ADD the following:

4. See **Appendix O - Sample Contractor Performance Evaluation Form**.

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.

3-8.7 **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 G - 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 H - 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".

3-15.2 **Integration of the Work with Separate Contractors.** To the "WHITEBOOK", ADD the following:

2. The list of Separate Contractors includes:

   a) S-00856_El Camino Real to ViaDeLaValle (1/2mile), Matthew Lovi, 858-868-1217

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 the intersection of El Camino Real and Via De La Valle and San Andres Dr and Via De La Valle.. See **Appendix F – Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:

   a) El Camino Real to ViaDeLaValle (1/2mile), Matthew Lovi, 858-868-1217

   b) AC Overlay Group 2303, Aveen Saleh, 619-533-4207

SECTION 4 - CONTROL OF MATERIALS

ADD:

4-3.6 **Preapproved Materials.** 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

5-3.3 **Payroll Records.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You and your Subcontractors shall submit weekly certified payrolls, including a Statement of Compliance signed under penalty of perjury, reflecting the wages of all employees engaged in the Work, utilizing the City's designated web-based contract and labor compliance software.
2. You and your Subcontractors shall submit the following Labor Compliance required documents to the OLSE;
    a) City of San Diego Labor Compliance Authorized Signatory Form;
    b) City of San Diego List of Trades and Crafts;
    c) Labor Compliance Checklist;
    d) Fringe Benefit Statement;
    e) DAS 140 Form & Transmittal Confirmation;
    f) DAS 142 & Transmittal Confirmation;
    g) State & Federal Apprentice Certifications;
    h) Payroll Confirmations (as requested per CCR 16432); and
    i) Other Deduction Forms (letter or documentation relating to nonstandard deductions);
3. You and your Subcontractors shall submit the following PLA and Labor Compliance required documents utilizing the City's designated web-based contract and labor compliance software program:
    a) Letter of Assent (PLA Attachment B);
    b) Workforce Dispatch Request Form;
    c) Contractor Core Workforce Form [if required];
    d) Monthly Proof of Fringe Benefit Payments to Union Trust;
    e) Certified Payroll Report (Performance Report with Statement of Compliance, Non-Performance Reports);
    f) Jobs Coordinator Designation Form; and
    g) For all dispatched workers, identify the following: race, ethnicity, gender, permanent residence zip code, construction project hours worked, apprenticeship program affiliation, trade classification, and union affiliation.

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:

General Annual Aggregate Limit	Limits of Liability
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:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. 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:

1. Ongoing operations performed by you or on your behalf,

2. your products,

3. your work, e.g., your completed operations performed by you on your behalf, or

4. 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:

1. Ongoing operations performed by you or on your behalf,

2. your products,

3. your work, e.g., your completed operations performed by you on your behalf, or

4. 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.

5-10.2.1 **Public Notice by Contractor.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-10.2.1 **Public Notice by Contractor.**

1. Post Project Identification Signs in accordance with 3-11.2, “Project Identification Signs”.
2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the “Notification of Planned Water Shutdown” when you perform the Work.
3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.
4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.

6. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.

7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.

8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.

9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.

10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.

11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.

12. Provide time-stamped pictures of the notices to the Engineer.

13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.

14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).

15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.

16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.

17. A sample of public notices will be included in the Contract.

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 in **Appendix D – Sample City Invoice** and use the format shown.

6-1.3 Work Outside Normal Working Hours. To the "WHITEBOOK", ADD the following:

4. Night work shall be included in the contract price, no additional payment shall be made for night work.

6-2.1 Moratoriums. To the "WHITEBOOK", ADD the following:

4. Do not Work in the areas where there is currently a moratorium issued by the City. The areas that may be subject to a moratorium are listed below, but may be added or expanded upon during design:

   a) Surf Cup Del Mar during events in the summer season.

   b) Del Mar Fair Grounds during events in the summer season.

   c) Del Mar Polo Fields during events in the summer season.

   d) Del Mar Horse Park during events in the summer season.

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 An **Addendum to Mitigated Negative Declaration** for **Via de la Valle Pipeline Replacement Project,** WBS No.: **B-22015**, ADDENDUM to MND No.: **255100**, SCH No.: **2011091045**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to Mitigated Negative Declaration** 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.

6-6.2.1 Archaeological and Native American Monitoring Program. To the "WHITEBOOK", ADD the following:

4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

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:

4. The Lump Sum Bid Item **"Construction"** shall include the work related to the water mains, including associated water services and replumbs, valves, fire hydrants, and other appurtenances, the curb ramps, and street restoration as detailed in the sections and items in Attachment A and as specified in Contract Documents.

5. The Lump Sum Bid Item "**Engineering and Design Services**" shall include the engineering and design services for water mains as detailed in the sections in Attachment A and as specified in the Contract Documents.

6. The Alternate Bid Item **"Additional Paving Design and Construction"** shall include additional design and construction costs to resurface the full width of the roadway along Via De La Valle from San Andres Dr to El Camino Real (East) in areas where SPO mandated trench resurfacing limits do not cause the resurfacing of all roadway travel lanes. Items of work may include but are not limited to; adjustments to grade of appurtenances, traffic striping, traffic loops, cross walks, ADA triggered improvements, curb ramps, special design curb ramps, audible pedestrian push buttons, engineered traffic control design and implementation, application for and obtaining required permits, and other items of work typically associated with roadway resurfacing shall be included in the Bid price. All typical "WHITEBOOK" and "GREENBOOK" requirements for resurfacing shall apply to this Bid Item, and as described in Attachment A and the contract documents.

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 203 - BITUMINOUS MATERIALS

203-6.1 **General.** To the “WHITEBOOK” and "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.1 **General.** Asphalt concrete shall be the product of mixing mineral aggregate and reclaimed asphalt pavement (RAP) with asphalt binder at a central mixing plant.

When specified in the Special Provisions, asphalt concrete may be produced using a warm mix asphalt (WMA) technology.

Unless otherwise specified in the Special Provisions or shown on the Plans, asphalt concrete mixtures shall conform to 203-6.4.

If the asphalt concrete mixture contains more than 15% RAP, refer to Caltrans Standard Specifications Section 39, “Asphalt Concrete” for “Materials” and “Construction” requirements only unless specified otherwise in these (1) Supplementary Special Provisions, (2) The WHITEBOOK, and (3) The GREENBOOK in that order of precedence. Replace all references to actions by the “Department” with actions by the “City.”

203-6.2.1 **Asphalt Binder.** To the "GREENBOOK", ADD the following:

Unless otherwise specified, for mixtures containing 15 percent or less RAP, the performance grade of the virgin asphalt binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of Performance Grade (PG) 64-10.

For mixtures containing greater than 15 percent and not exceeding 25 percent RAP, the performance grade of the virgin binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of PG 58-16.

For mixtures containing greater than 25 percent RAP, the performance grade of the asphalt binder shall be determined based on viscosity and blending charts developed in accordance with AASHTO M323.

203-6.2.2 **Rock Products for Asphalt Concrete Mixtures.** To the "GREENBOOK", ADD the following:

Aggregates must be clean and free from deleterious substances. The aggregates for a leveling course must comply with the gradation specifications for Type A HMA in Caltrans Standard Specification Section 39-2.02B.

203-6.2.3 **Rock Products for Type III Asphalt Concrete Mixtures.** To the "GREENBOOK", ADD the following:

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion. Choose a TV within the TV limits shown in the tables titled "Aggregate Gradations." Gradations are based on nominal maximum aggregate size.

203-6.2.5.1 General. To the "GREENBOOK", ADD the following:

RAP shall be defined as asphalt concrete pavement that has been processed to a maximum of 1 inch (25 mm) in size and is free of contaminants. RAP may be substituted for part of the virgin aggregate in a quantity up to the lowest level allowed in the Caltrans Standard Specifications by dry weight of the combined aggregates.

Unless otherwise specified, RAP may be substituted for part of the virgin aggregate at or above the level allowed in the Caltrans Standard Specifications; currently, 25 percent by dry weight of the combined aggregates.

203-6.2.5.2 RAP Stockpiles. To the "GREENBOOK", ADD the following:

Fractionated RAP stockpiles shall be isolated from other materials. Fractionated RAP shall be stored in conical or longitudinal stockpiles. Fractionated RAP shall not be agglomerated or be allowed to congeal.

203-6.2.5.3 Fractionation. To the "GREENBOOK". DELETE in its entirety and SUBSTITUTE with the following:

203-6.2.5.3 Fractionation. Fractionation is the processing of RAP into 2 or more sizes. For RAP substitution of 15 percent or less, fractionation is not required. For RAP substitution greater than 15 percent, RAP shall be fractionated into 2 sizes conforming to the requirements shown in Table 203-6.2.5.3. The RAP stockpile fractionation gradation shall conform to the requirements shown in Table 203-6.2.5.3.

Table 203-6.2.5.3

Size	Test Method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202[a]	100
Fine (% passing the 3/8-inch sieve)	California Test 202[a]	98-100

[a] Maximum mechanical shaking time is 10 minutes.

If RAP is from multiple sources, the RAP shall be thoroughly and completely blended before fractionating.

The coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpile may be used.

203-6.2.5.4 Testing. To the "GREENBOOK", ADD the following:

The mix design RAP stockpile shall be sampled and tested in accordance with California Test 384. The average shall be reported on the mix design submittal. When the mix design RAP stockpile is augmented, RAP used to augment the stockpile shall be sampled at a minimum frequency of 1 sample per 500 tons in accordance with California Test 384 before augmenting. Each sample shall be tested to determine the uncorrected binder content in accordance with AASHTO T 308. The same ignition oven shall determine the uncorrected asphalt binder content reported on the mix design submittal.

The augmented RAP sample, when tested under AASHTO T 209, shall be within ± 0.06 of the average maximum specific gravity reported on the mix design submittal.

For startup of a project:

1. Less than 5,000 tons of a QC test from another City approved submittal from the same plant within the last 90 days may be submitted for review.

2. For greater than 5,000 tons the following QC test must be completed and submitted to the Engineer:

Quality Characteristic	**Test Method**
Asphalt binder content	AASHTO T 308, Method A
HMA moisture content	AASHTO T 329
Combined Aggregate Gradation	California Test 384
Combined Aggregate Sand equivalent	California Test 217 or ASTM D2419
Combined Aggregate Moisture content	AASHTO T 255
Air voids content	AASHTO T 269
Voids in mineral aggregate	MS-2 Asphalt mixture volumetrics
Dust proportion	MS-2 Asphalt mixture volumetrics
Hveem Stability	MS-2 and OBC CT 367
Hamburg wheel track	AASHTO T 324 (modified)
Gyration Compaction	AASHTO T 312

During production, RAP QC testing shall be sampled twice daily and the following additional tests shall be performed with the minimum frequency:

Quality Characteristic	**Test Method**	**Minimum Frequency**
Asphalt binder content	AASHTO T 308, Method A	1 per day with a minimum of 500 tons
Aggregate Gradation – combined with RAP	California Test 384	1 per day with a minimum of 100 tons
Aggregate Sand equivalency	California Test 217 or ASTM D2419	1 per day with a minimum of 100 tons
Aggregate Moisture content	AASHTO T 255	1 per day with a minimum of 100 tons
Hveem Stability	MS-2 and OBC CT 367	1 per day with a minimum of 100 tons
Hamburg wheel track	AASHTO T 324 (modified)	1 per 5,000 tons or 1 per project, whichever is greater
Nuclear gauge density	California Test 375	1 per 50 tons

203-6.2.5.5 Quality. To the "GREENBOOK", ADD the following:

For RAP content higher than 15% in HMA, refer to Sections 39-2.01, “General”; 39-2.02, “Type A Hot Mix Asphalt,” and 39-2.03, “Rubberized Hot Mix Asphalt--Gap Graded,” of the Caltrans Standard Specifications in effect at the time of Bid for the quality

assurance requirements. Under this process, the contractor performs quality control testing, and the City performs acceptance testing and inspection. The acceptance decision is based on the City's test results only.

RAP shall conform to the requirements shown in Table 203-6.2.5.5:

Table 203-6.2.5.5

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the average value reported) [a]	AASHTO T 308	±2.00
Specific gravity (within the average value reported)	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM	50

[a] Average uncorrected binder content of 3 ignition oven tests performed.
[a] Average maximum specific gravity reported on the JMF.

203-6.3.1 **General.** To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.3.1 **General.**

1. The Contractor shall submit in accordance with 3-8.4 a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete required to construct the Work. Supporting information for the warm mix asphalt (WMA) technology and/or recycling agent, if included in a mixture, shall also be submitted e.g., C2 PG 58-16 (½ inch) (12.5 mm) and B3 PG 58-16 (¾ inch) (19 mm) asphalt concrete.

2. Asphalt concrete for JMF and Mix Designs shall be Type III and shall not exceed the allowable RAP level.

3. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the optimum binder content (OBC), void content, reclaimed asphalt pavement (RAP) percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. Upon request, the mix design test data represented by the JMF shall be immediately made available to the Engineer.

4. When greater than 25 percent RAP is to be included in a mixture, a mix design shall be submitted on Caltrans Forms CEM-3511 and CEM-3512 or another format as approved by the Engineer. The submittal shall include supporting information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.

5. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.

6. Refer to Caltrans Standard Specifications, 39-2.01A(3)(b), "Job Mix Formula" for additional requirements for modifications, renewal, authorization, and quality control plan.

7. A new mix design shall be prepared and a new JMF submitted if:

   a) the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve,

   b) the source of any aggregate is changed,

   c) the performance grade of paving asphalt is changed,

   d) the average binder content in a new fractionated RAP stockpile varies by more than ± 2.00 percent from the average RAP binder content reported on the JMF,

   e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than ± 0.060 from the average maximum specific gravity value reported on the JMF.

8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:

   a) Target air voids must equal 7.0 ± 1.0 percent.

   b) Specimen height must be 60 ± 1 mm.

   c) Number of test specimens must be 4 to run 2 tests.

   d) Do not average the 2 test results.

   e) Test specimen must be a 150 mm gyratory compacted specimen.

   f) Test temperature must be set at:

      1. 113 ± 2 degrees F for PG 58 for use of 25% RAP

      2. 122 ± 2 degrees F for PG 64 for use of 15% RAP

      3. Measurements for impression must be taken at every 100 passes along the total length of the sample.

   g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.

   h) Testing shut off must be set at 25,000 passes.

   i) Submersion time for samples must not exceed 4 hours.

9. Take samples under California Test 125.

ADD:

203-6.3.3 **Asphalt Binder Replacement**. Asphalt binder replacement shall be defined as the asphalt binder from RAP expressed as a percent of the total asphalt binder in the mixture. The asphalt binder replacement shall be calculated as a percentage of the approved JMF target asphalt binder content. The maximum asphalt binder replacement for mixtures containing RAP shall be 25 percent of the optimum binder content (OBC) for surface courses and 40 percent for leveling and base courses.

For Type A HMA with a binder replacement percent less than or equal to 25 percent of your specified OBC, you may request that the performance-graded asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

Once the City has approved a mix design, the asphalt binder content shall be within 0.5% of the identified target binder contents for each mix design submitted.

Each approved asphalt plant and location shall perform an annual verification process with the City.

ADD:

203-6.4.5 **Miscellaneous Areas and Dikes.** For miscellaneous areas and dikes:

1. Choose the aggregate gradation from:
   a) 1/2-inch Type A HMA aggregate gradation.
   b) Dike mix aggregate gradation.
2. Choose asphalt binder Grade PG 58-16 or 64-10.
3. Minimum asphalt binder content must be:
   a) 5.70 percent for 1/2-inch Type A HMA aggregate gradation.
   b) 6.00 percent for dike mix aggregate gradation.

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content. Aggregate gradation for dike mix must be within the TV limits for the specified sieve size as shown below:

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	---	95 - 100
No. 4	73–77	TV ± 10
No. 8	58–63	TV ± 10
No. 30	29–34	TV ± 10
No. 200		0 - 14

For HMA used in miscellaneous areas and dikes, sections 203-6.3.1 do not apply.

203-6.7 Production. To the "GREENBOOK"' ADD the following:

1. Before production, the HMA plant must have a current qualification under the City's Material Plant Quality Program for each mix design.

203-6.7.1 General. To the "GREENBOOK", ADD the following:

During production, the hot- or cold-feed proportion controls for virgin aggregate and RAP may be adjusted. For RAP substitution of 15 percent or less, RAP must be within ± 5 of the RAP percentage shown in the approved JMF form without exceeding 15 percent. For RAP substitution of greater than 15 percent, RAP must be within ± 5 of the RAP percentage shown in the approved JMF form without exceeding 25 percent.

Do not start HMA production before verification and authorization of JMF. The HMA plant must have a current qualification under the City's Material Plant Quality Program. Weighing and metering devices used to produce HMA modified with additives must comply with the City's MPQP. If a loss-in-weight meter is used for dry HMA additive, the meter must have an automatic and integral material delivery control system for the refill cycle.

Calibrate the loss-in-weight meter by:

1. Including at least 1 complete system refill cycle during each calibration test run
2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process
3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration
4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production
5. Using a minimum 15 minute or minimum 250 lb. test run size for a dry ingredient delivery rate of less than 1 ton per hour.
6. Complying with the limits of City's Conveyor Scale Testing

Proportion aggregate by hot or cold-feed control. The aggregate temperature must not be more than 375 degrees F when mixed with the asphalt binder. Asphalt binder temperature must be from 275 to 375 degrees F when mixed with aggregate. Mix HMA ingredients into a homogeneous mixture of coated aggregates.

HMA must be produced at the temperatures shown in the following table:

HMA compaction	Temperature (°F)
Density based Method	Not to exceed 325

If you stop production for longer than 30 days, a production start-up evaluation is required.

SECTION 207 – GRAVITY PIPE

207-17.2.1 Identification Marks. To the "GREENBOOK"**,** DELETE in its entirety and SUBSTITUTE with the following:

207-17.2.1 Identification Marks. Polywrap shall not be used as pipe color identification for plastic pipe. All pipe, fittings, and couplings shall be clearly marked at intervals not to exceed 5 feet as follows:

a. Color: Green (for wastewater applications).

b. Nominal pipe diameter.

c. PVC cell classification.

d. Company, plant, shift, ASTM, SDR, and date designation.

e. Service designation or legend.

f. For fittings and couplings, the SDR designation is not required.

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.

209-7.2 Requirements. To the "GREENBOOK"**,** Table 209-7.2 DELETE in its entirety and SUBSTITUTE with the following:

TABLE 209-7.2

Function	Type	Materials/Method
Pipe Contents Identification	Pipe Color (Plastic Pipe or Polywrap[1])	Blue for Potable Water. Purple for Recycled Water. Green for Sewage.
	AND	
	Stenciling	Stenciling marked on pipe in contrasting color to background color of pipe stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate.
		5/8" (16 mm) high letters.
		Repeated at 1 foot (300 mm) intervals.
	OR	

Function	Type	Materials/Method
	Identification Tape	Polyethylene tape 6” (150 mm) wide and 4 mils (100 µm) minimum thickness with 2” (50 mm) high letters stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate. For pipe > 12” (300 mm) diameter, use 12” (300 mm) wide tape.
		Color - Blue With white letters for potable water, Purple With white letters for recycled water, Green with white letters for sewage.
		Attached to top of pipe with adhesive tape.
Pipe Warning and Locating	Warning and Locating Tape	Polyethylene tape 6” (150 mm) Wide and 4 mils (100 µm) minimum thickness with 2"(50 mm) high letters stating: "CAUTION: WATERLINE BURIED BELOW", "CAUTION RECLAIMED WATERLINE BURIED BELOW - DO NOT DRINK", or "CAUTION: SEWER BURIED BELOW" as appropriate. For pipe > 12” (300 mm) diameter, use 12” (300 mm) wide tape.
		Color - blue with black or white letters for potable water, Purple With black or white letters for recycled water, Green with black or white letters for sewage.
		Place in pipe trench 18" (450 mm) above pipe.
		Tape shall contain metallic strip that can be registered by magnetic field locating device.
	OR	
	Locating Wire	In lieu of installing metallic warning tape; non-metallic warning tape 18" (450 mm) above pipe and 10-gauge copper wire attached to top of pipe and accessibly terminated may be used.

[1]Polywrap shall not be used as pipe color identification for plastic pipe.

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:

    1. Offset distance of the appurtenance from the curb face

    2. The limits of the appurtenance or corners of the vault/box

6. The quantities shown in the Contract Documents 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 in the Contract Documents.

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 in the Contract Documents as "DO", Dig Out, also called Base Repairs.

14. When applicable, the areas and quantities shown in the Contract Documents 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 in the Contract Documents 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. Please refer to Contract Documents.

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 in the Contract Documents 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". "General" Preliminary quantities are identified in the Contract Documents but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 25% RAP in content.

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". Base Repairs shall not exceed 25% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.

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 in the Contract Documents 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 in the Contract Documents 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 in the Contract Documents. The quantities shown in the Contract Documents are based on a street assessment survey and may v6-1.2ary. 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)". 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)".

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)" 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.

8. TIME-RELATED OVERHEAD – LUMP SUM (LS)

   8.1. Payment Quantity: Measurement for this item shall be per Working Day.

   8.2. Time-Related Overhead must be excluded from every other Bid Item Price.

   8.3. TRO does not include plant establishment or permanent erosion control establishment work.

   8.4. Payment for TRO bid item includes payment for time-related and home-office overhead for the time required to complete the work.

   8.5. The field office overhead includes time-related expenses associated with the normal and recurring construction activities not directly attributed to the work, including.

      a. Salaries, benefits, and equipment costs of:

         - A-1. Project managers
         - A-2. Superintendents
         - A-3. Field office managers
         - A-4. Field office staff assigned to the project

      b. Rent

      c. Utilities

      d. Maintenance

      e. Security

      f. Supplies

      g. Office equipment costs for the projects field office

   8.6 The home-office overhead includes the fixed general and administrative expenses for operating your business, including:

      - General administration
      - Insurance
      - Personal and subcontract administration

- Purchasing
- Accounting
- Project engineering and estimating

8.7 Payment for TRO bid item does not include payment for:

a. Home-office overhead expenses specifically related to:

- A-1. Your other contracts or other businesses
- A-2. Equipment coordination
- A-3. Material Deliveries
- A-4. Consultant and legal fees

b. Non-time-related costs and expenses such as mobilization, licenses, permits, and other charges incurred once during the Contract.

c. Additional overhead involved in incentive/disincentive provisions to satisfy an internal milestone or multiple calendar requirements.

d. Additional overhead involved in performing additional work that is not a controlling activity.

e. Overhead costs incurred by your subcontractos of any tier or suppliers.

8.8 Payment Schedule

a. For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period.

b. For progress payments, the City pays a unit price equal to the lesser of the following amounts:

- Price per working day as bid
- 20 percent of the total bid divided by the number of original working days

8.9 Payment Adjustment

a. If the TRO bid item quantity exceeds 200% of the quantity shown on the Bid Item List, the Engineer may adjust or you may request an adjustment of the unit price for the excess quantity.

b. For the adjustment, you shall submit an audit report within 60 days of the Engineer's request.

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.

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", 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 (3 Inch)”, unless separate Bid items have been provided. The following shall be included in the payment for “Asphalt Concrete Overlay (3 Inch)":
   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 (3 Inch)”.
3. The payment for base repair Work shall be made in accordance with Section 301-1.7, “Payment”.

302-5.4 Tack Coat. To the "WHITEBOOK", ADD the following:

3. Prior to applying the tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.

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

303-5.10.1 **Installation.** To the "WHITEBOOK", ADD the following:

8. Where it is infeasible for a curb ramp run to intersect the street grade at the maximum allowable slope, a slope steeper than 8.33% may be used to limit the ramp run length to 15 ft. The 15-foot measurement excludes landings and shall measure the inside back edge of a sidewalk radius.

303-5.10.2 **Payment.** To the "WHITEBOOK", item 1 and item 2, DELETE in their entirety and SUBSTITUTE with the following:

1. The payment for each curb ramp shall include:
    a. Ramp runs & transition areas (up to 15 ft),
    b. Landings,
    c. DWTs,
    d. Demolition and disposal,
    e. Forming,
    f. Relocating or raising items in conflict to grade,
    g. Protecting and preserving existing survey monuments and improvements,
    h. Restoring pavement.
2. Additional concrete sidewalk and curb quantities beyond 15 feet (4.6 m), measured from the inside back edge of the sidewalk radius where it intersects with the landing, shall be included in the Bid items for "Additional Sidewalk" and "Additional Curb".

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”

306-1.1 **High-line Phasing.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:

   a) Phase I: Highline Phasing to be determined by the Design-Builder

2. When installing pipelines within the City’s streets, for the following streets, the total time allowed for the completion of Work shall not exceed **10 Working Days** per 500 feet of pipeline installation:

   a) Via De La Valle from Via Del Canon to east project limits

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.

306-7.8.2.1 **General.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
   a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
   b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

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 mate 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 GENERA**L 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".

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 SUBSTUTUTE 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 M** - **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". 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". 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". 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". 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) San Andres Dr to El Camino Real North

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 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

802-2.1 Project Biologist. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

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". 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

ADDENDUM TO MITIGATED NEGATIVE DECLARATION

THE CITY OF SAN DIEGO

ADDENDUM TO MITIGATED NEGATIVE DECLARATION

WBS No. B-22015
Addendum to MND No. 255100
SCH No. 2011091045

SUBJECT: **Via de la Valle Pipeline Replacement Project:** The project proposes replacement of approximately 3,235 linear feet (LF) of existing water main, installation of approximately 2,730 LF of 16-inch water main; abandonment of approximately 406 LF of 24-inch water main; abandonment of approximately 3,840 LF of 4-inch water pipe currently servicing the San Diego Surf Sports Park; and installation of approximately 35 LF of new 4-inch water pipe. The project would replace associated water service connections, fire hydrants, valves, water meters, and curbs within the project alignment. The project is located within an approximately 1.1-mile span of Via de la Valle, a paved public street that bounds Via de la Valle Community Planning Area (CPA) and the North City Future Urbanizing Area CPA (Council District 1).

I. SUMMARY OF ORIGINAL PROJECT

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego Development Services Department (DSD) and was adopted by the City Council on November 30, 2011 (Resolution No. 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way (ROW) and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego Municipal Code Section 128.0306 and Section 15164(c) of State CEQA Guidelines addenda to environmental documents are not required to be circulated for public review.

II. SUMMARY OF PROPOSED PROJECT

The project would entail replacement of approximately 3,235 (LF) (0.61 miles) of existing 24-inch diameter cement mortar lined and coated steel (CMLCS) water mains with new 16-inch-diameter water mains; installation of approximately 2,730 LF (0.52 miles) of new 16-inch diameter water main; abandonment of approximately 406 LF of 24-inch diameter CMLCS & asphalt concrete (AC) water main; abandonment of approximately 3,840 LF of 4-inch diameter PVC water pipe currently servicing the San Diego Surf Sports Park located southeast of intersection of Via de la Valle and El Camino Real; and installation of approximately 35 LF of new 4-inch diameter PVC pipe to reconnect the abandoned PVC pipe to the new 16-inch diameter water main. The project would replace associated water-service connections, fire hydrants, valves, water meters, and curbs within the project

alignment. Most of the existing segment of water main associated with the project occurs in the disturbed eastbound shoulder of Via de la Valle; this would be abandoned, and the replacement water main would be located beneath the paved road surface.

Construction methods identified in the MND that will be implemented in this project include:

- Open Trench: The open trench method of construction will be used for manhole replacement, installation of manholes, and installation of new sewer cleanouts. Trenches are typically 5x5 feet wide and are dug with excavators and similar large construction equipment.

- Abandonment: Pipeline abandonment activities would be similar to rehabilitation methods in that no surface/subsurface disturbance would occur. This process may involve slurry or grout material injected into the abandoned lines via manhole access. The top portion of the manhole is then typically removed, and the remaining space is backfilled and paved over.

- Potholing: Potholing would be used to verify utility crossings. These "potholes" are made by using vacuum-type equipment to open up small holes in the street or pavement.

The contractor would comply with all applicable requirements described in the latest edition of the Standard Specifications for Public Works Construction ("GREENBOOK") and the latest edition of the City of San Diego Standard Specifications for Public Works Construction ("WHITEBOOK"). A traffic control plan would be prepared and implemented in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD). With respect to storm water, all projects would be reviewed for compliance with the most recent version of the City's Storm Water Standards Manual and Municipal Separate Storm Sewer System (MS4) Permit.

III. ENVIRONMENTAL SETTING

The project is located within an approximately 1.1-mile span of Via de la Valle, a paved public street that forms part of the boundary between the Via de la Valle Community Planning Area (CPA) and the North City Future Urbanizing Area CPA (Council District 1). The western terminus of the project is a point approximately 215 feet east of the intersection of Via de la Valle and San Andres Drive, adjacent to the Del Mar Shopping Center and near the San Dieguito River Park ranger station. The eastern terminus of the project is approximately 300 feet east of the intersection of Via de la Valle and De la Valle Place, near a driveway to a small commercial development north of Via de la Valle. This eastern terminus is also near the future intersection of Via de la Valle and the planned realignment of El Camino Real. North of the project-related span of Via de la Valle is a mixture of commercial development, steep undeveloped hillsides, and a single-family residential development. South of the project-related span of Via de la Valle is a mixture of commercial development, the San Dieguito River Park, the Del Mar Horse Park, and the San Diego Surf Sports Park. The western portion of the alignment is adjacent to the City Multiple Habitat Preservation Area (MHPA) associated with the San Dieguito River Park. See Attachment A, Via de la Valle MHPA, and Attachment B, Via de la Valle Water Map.

IV. ENVIRONMENTAL DETERMINATION

The City previously prepared and certified the Citywide Pipelines MND No. 255100/SCH No. 2011091045. Based on all available information in light of the entire record, the analysis in this Addendum, and pursuant to Section 15162 of the State CEQA Guidelines, the City has determined the following:

- There are no substantial changes proposed in the project which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

- Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was certified as complete or was adopted, shows any of the following:

    a. The project will have one or more significant effects not discussed in the previous environmental document;

    b. Significant effects previously examined will be substantially more severe than shown in the previous environmental document;

    c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

    d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous environmental document would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based upon a review of the current project, none of the situations described in Sections 15162 and 15164 of the State CEQA Guidelines apply. No changes in circumstances have occurred, and no new information of substantial importance has manifested, which would result in new significant or substantially increased adverse impacts as a result of the project. Therefore, this Addendum has been prepared in accordance with Section 15164 of the CEQA State Guidelines. Public review of this Addendum is not required per CEQA.

V. IMPACT ANALYSIS

The following includes the project-specific environmental review pursuant to CEQA. The analysis in this document evaluates the adequacy of the MND relative to the project. As indicated in Table 1, the MND identifies the project would have the potential for significant impacts and mitigation measures would ensure impacts would remain less than significant.

Table 1: Impact Assessment Summary

Environmental Issues	**Citywide Pipelines MND Significance**	**Proposed Project Significance**	**Proposed Project Mitigation**
Aesthetics	LTSM	LTS	No
Agriculture and Forestry Resources	NI	LTS	No
Air Quality	LTS	LTS	No
Biological Resources	LTSM	LTS	No
Cultural Resources	LTSM	LTSM	**Yes**
Geology/Soils	LTS	LTS	No
Greenhouse Gas Emissions	LTS	LTS	No
Hazards and Hazardous Materials	LTS	LTS	No
Hydrology/Water Quality	NI	NI	No
Land Use/Planning	LTSM	LTS	No
Mineral Resources	NI	NI	No
Noise	LTS	LTS	No
Population/Housing	NI	NI	No
Public Services	NI	NI	No
Recreation	NI	NI	No
Transportation/Traffic	LTS	LTS	No
Utilities/Service Systems	LTS	LTS	No
Mandatory Findings Significance	LTSM	LTSM	**Yes**

NI = No Impact; LTS = Less than Significant; LTSM = Less than Significant with Mitigation

Based on the following analysis and information, there is no evidence that the project would require a major change to the Mitigated Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Mitigated Negative Declaration result.

Aesthetics

Citywide Pipelines Project MND

The Citywide Pipelines Project MND concluded that near-term or future projects may involve work that could affect street trees, historic buildings, or a state scenic highway. Street improvements, if located within a historic district, would be required to comply with mitigation measures to reduce impacts to scenic resources to below a level of significance.

Project

The project would not impact any historical structures and is not located within a historic district or within or adjacent to a state scenic highway. No impact to aesthetic resources would occur, and no mitigation is required.

Biological Resources/Land Use (MSCP)

Citywide Pipelines MND

The Citywide Pipelines MND concluded that projects occurring within 100 feet of the City's MHPA preserve area are required to implement relevant measures from the Multiple Species Conservation Program (MSCP). These measures include displaying the MHPA boundaries on design drawings and considering other requirements in the project design and specifications; implementing the project outside the breeding seasons for the covered bird species coastal California gnatcatcher, least Bell's vireo, and southwest willow flycatcher, or conducting pre-construction surveys for these species and incorporating avoidance and minimization measures if the species are detected; and requiring biological resources monitoring during construction. The MND concluded that implementing the MSCP requirements specified in the MND would reduce the project's potential land use impacts to a less-than-significant level.

Via de le Valle Project

The project is adjacent to and within 100 feet of the MHPA preserve area associated with the San Dieguito River Park, so the project would be required to implement the land use mitigation measures identified in the MND, as listed below in Section VI.

Cultural Resources

Citywide Pipelines Project MND

Historical – Built Environment

The Citywide Pipelines Project MND concluded that pipeline projects located within the public ROW and City easements could result in significant environmental impacts relating to historical resources, and mitigation to reduce impacts to historical resources to below a level of significance were included in the MND. Associated street improvements, if located within a historic district, would be required to comply with the mitigation measures incorporated in the MND.

Archaeological Resources

The Citywide Pipelines MND concluded that future pipeline projects located within the public right-of-way and city easements could result in significant environmental impacts relating to archaeological resources and included mitigation to reduce impacts to archaeological resources to below a level of significance. To reduce potential project impacts on archaeological resources to below a level of significance, excavation within previously undisturbed soil, for either new trench alignments or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified archaeologist or archaeological monitor and Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the Mitigation, Monitoring, and Reporting Program (MMRP) detailed in Section VI.

Paleontological Resources

The Citywide Pipelines Project MND concluded that pipeline projects may include work underlain by sensitive fossil-bearing formations that could result in significant environmental impacts relating to paleontological resources. Excavation within previously undisturbed formations at a moderate or high sensitivity at a depth of 10 or more feet and in geologic formations that are known to be sensitive for the presence of fossils would be monitored by a qualified paleontologist or paleontological monitor. Mitigation was incorporated into the MND to reduce impacts to paleontological resources to below a level of significance.

Via de le Valle Project

Historical – Built Environment

The project would not impact any historical structures and is not located within a historic district or within or adjacent to a state scenic highway. No impact to historical resources (built environment) would occur.

Archaeological Resources

Dudek prepared a Cultural Resources Inventory Report for the project in September 2024. The report presented the results of a cultural resources records search, pedestrian survey, outreach to Native American tribal representatives, and assessment of potential impacts from constructing and operating the project. The report identified several previously recorded archaeological resources in the vicinity of the project, including resources that were recorded in 1929 and mapped beneath the existing roadway surface. This type of potential impact was anticipated in the MND. Because the project has the potential to encounter subsurface archaeological resources, the City will implement the historic resources mitigation measures identified in the MND to reduce potential impacts to less-than-significant levels, listed in detail below in Section V. All excavation within previously undisturbed soil would be monitored by a qualified archaeologist or archaeological monitor and Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the detailed program established in the MMRP.

Paleontological Resources

The project alignment is underlain by the Pleistocene Bay Point Formation and occurs adjacent to the Eocene Torrey Sandstone Formation.[1] The Bay Point Formation is considered by the City to have high sensitivity for fossil presence, having "produced a large and diverse amount of well-preserved marine invertebrate and vertebrate fossils." The Torrey Sandstone Formation is considered to have low paleontological sensitivity outside of Black Mountain Ranch and the Carmel Valley. [2] Because the project will entail excavation within a formation that is sensitive for its potential to feature paleontological resources, the City will implement the paleontological resources monitoring in accordance with San Diego Municipal Code Section 142.0151 and the City of San Diego Land Development Manual, General Grading Guidelines for Paleontological Resources. Monitoring would reduce potential impacts to less-than-significant levels, as listed in detail in Attachment C.

VI. MITIGATION, MONITORING, AND REPORTING PROGRAM (MMRP) INCORPORATED INTO THE PROJECT

Land Use (MSCP Conditions for Projects Within 100 Feet of the MHPA)

I. Prior to Permit Issuance

A. Prior to issuance of any construction permit, the DSD Environmental Designee (ED) shall verify the Applicant has accurately represented the project's design in the Construction Documents (CDs) that are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Land Use Adjacency Guidelines for the Multiple Habitat Planning Area (MHPA), including identifying adjacency as the potential for direct/indirect impacts where applicable. In addition, all CDs where applicable shall show the following:

1. Land Development/Grading/ Boundaries – MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. The ED shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA.

2. Drainage/Toxins – All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA, all developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.

3. Staging/storage, equipment maintenance, and trash – All areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction-related activities are within the development footprint. Provide a note on the plans that states: "All construction-related activity that may have the potential for leakage or intrusion shall be

[1] San Diego Natural History Museum. Paleontological Resource Assessment, Via de la Valle Erosion Control Maintenance, City of San Diego. September 2016.

[2] City of San Diego. Draft General Plan Final Programmatic Environmental Impact Report, Paleontological Resources Section. September 2007.

monitored by the Qualified Biologist/Owners Representative to ensure there is no impact to the MHPA. "

4. Barriers – All new development within or adjacent to the MHPA shall provide fencing or other City approved barriers along the MHPA boundaries to direct public access to appropriate locations, to reduce domestic animal predation, and to direct wildlife to appropriate corridor crossing. Permanent barriers may include but are not limited to, fencing (6-foot black vinyl coated chain link or equivalent), walls, rocks/boulders, vegetated buffers, and signage for access, litter, and educational purposes.

5. Lighting – All building, site, and landscape lighting adjacent to the MHPA shall be directed away from the preserve using proper placement and adequate shielding to protect sensitive habitat. Where necessary, light from traffic or other incompatible uses, shall be shielded from the MHPA through the utilization of including, but not limited to, earth berms, fences, and/or plant material.

6. Invasive Plants – Plant species within 100 feet of the MHPA shall comply with the Landscape Regulations (LDCI42.0400 and per table I42-04F, Revegetation and Irrigation Requirements) and be non-invasive. Landscape plans shall include a note that states: "The ongoing maintenance requirements of the property owner shall prohibit the use of any plantings that are invasive, per City Regulations, Standards, guidelines, etc., within 100 feet of the MHPA."

7. Brush Management – All new development adjacent to the MHPA is set back from the MHPA to provide the required Brush Management Zone (BMZ) 1 area (LDC Sec. 142.0412) within the development area and outside of the MHPA. BMZ 2 may be located within the MHPA and the BMZ 2 management shall be the responsibility of a HOA or other private entity.

8. Noise- Due to the site's location adjacent to or within the MHPA, construction noise that exceeds the maximum levels allowed shall be avoided, during the breeding seasons for protected avian species such as: coastal California gnatcatcher (3/ 1-8/15); least Bell's vireo (3/15-9/15); and southwestern willow flycatcher (5/1-8/30). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall be incorporated. Upon project submittal the ED shall determine which of the following project-specific avian protocol surveys shall be required.

Coastal California Gnatcatcher

No clearing, grubbing, grading, or other construction activities shall occur between March 1 and August 15, the breeding season of the coastal California gnatcatcher, until the following requirements have been met to the satisfaction of the City Manager:

A. A qualified biologist (possessing a valid Endangered Species Act Section 10(a)(1)(A) recovery permit) shall survey those habitat areas adjacent to the MHPA that would be subject to construction noise levels exceeding 60 decibels (dB[A]) hourly average for the presence of the coastal California gnatcatcher. Surveys for the coastal California gnatcatcher shall be conducted pursuant to the protocol survey guidelines established by the U.S. Fish and Wildlife Service within the breeding season prior to the commencement of any construction. If gnatcatchers are present, then the following must be met:

i) Between March 1 and August 15, no clearing, grubbing, or grading of occupied gnatcatcher habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; and

ii) Between March 1 and August 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(A) hourly average at the edge of occupied gnatcatcher habitat. An analysis showing that noise generated by construction activities would not exceed 60 dB(A) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing a current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the City Manager at least 2 weeks prior to the commencement of construction activities. Prior to the commencement of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; or

iii) At least 2 weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 dB(A) hourly average at the edge of habitat occupied by the coastal California gnatcatcher. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring* shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 dB(A) hourly average. if the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (August 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

B. If coastal California gnatcatchers are not detected during the protocol survey, the qualified biologist shall submit substantial evidence to the city manager and applicable resource agencies that demonstrates whether or not mitigation measures such as noise walls are necessary between March 1 and August 15 as follows:

i) If this evidence indicates the potential is high for coastal California gnatcatcher to be present based on historical records or site conditions, then condition A.iii shall be adhered to as specified above.

ii) If this evidence concludes that no imp acts to this species are anticipated, no mitigation measures would be necessary.

Least Bell's Vireo

No clearing, grubbing, grading, or other construction activities shall occur between March 15 and September 15, the breeding season of the least Bell's vireo, until the following requirements have been met to the satisfaction of the city manager:

A. A qualified biologist (possessing a valid Endangered Species Act Section l0(a)(1)(a) recovery permit) shall survey those wetland areas that would be subject to construction noise levels exceeding 60 dB(A) hourly average for the presence of the least Bell's vireo. Surveys for this species shall be conducted pursuant to the protocol survey guidelines established by the U.S. Fish and Wildlife Service within the breeding season prior to the commencement of construction. If the least Bell's vireo is present, then the following conditions must be met:

   i) Between March 15 and September 15, no clearing, grubbing, or grading of occupied least bell's vireo habitat shall be permitted. areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; and

   ii) Between March 15 and September 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(A) hourly average at the edge of occupied least Bell's vireo or habitat. An analysis showing that noise generated by construction activities would not exceed 60 dB(A) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing a current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the City Manager at least 2 weeks prior to the commencement of construction activities. Prior to the commencement of any construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; or

   iii) At least 2 weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 dB(A) hourly average at the edge of habitat occupied by the least Bell's vireo. concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring* shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 dB(A) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (September 16).

   * Construction noise monitoring shall continue at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

B. If least Bell's vireo are not detected during the protocol survey, the qualified biologist shall submit substantial evidence to the City Manager and applicable resource agencies that demonstrates whether or not mitigation measures such as noise walls are necessary between March 15 and September 15 as follows:

i) If this evidence indicates the potential is high for least Bell's vireo to be present based on historical records or site conditions, then condition A.iii shall be adhered to as specified above.
ii) If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

Southwestern Willow Flycatcher
Prior to the first preconstruction meeting, the City Manager (or appointed designee) shall verify that the following project requirements regarding the southwestern willow flycatcher are shown on the construction plans:

No clearing, grubbing, grading, or other construction activities shall occur between May 1 and September 1, the breeding season of the southwestern willow flycatcher, until the following requirements have been met to the satisfaction of the city manager:

A. A qualified biologist (possessing a valid Endangered Species Act Section 10(a)(1)(a) recovery permit) shall survey those wetland areas that would be subject to construction noise levels exceeding 60 dB(A) hourly average for the presence of the southwestern willow flycatcher. surveys for this species shall be conducted pursuant to the protocol survey guidelines established by the U.S. Fish and Wildlife Service within the breeding season prior to the commencement of any construction. if the southwestern willow flycatcher is present, then the following conditions must be met:
   i) Between May 1 and September 1, no clearing, grubbing, or grading of occupied southwestern willow flycatcher habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; and
   ii) Between May 1 and September 1, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(A) hourly average at the edge of occupied southwestern willow flycatcher habitat. An analysis showing that noise generated by construction activities would not exceed 60 dB(A) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing a current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the City Manager at least 2 weeks prior to the commencement of construction activities. Prior to the commencement of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; or at least 2 weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 dB(A) hourly average at the edge of habitat occupied by the southwestern willow flycatcher. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring* shall be conducted at the edge of the occupied habit at area to ensure that noise levels do not exceed 60 dB(A) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (September 1).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

B. If southwestern willow flycatcher are not detected during the protocol survey, the qualified biologist shall submit substantial evidence to the city manager and applicable resource agencies which demonstrates whether or not mitigation measures such as noise walls are necessary between May 1 and September 1 as follows:
    I. If this evidence indicates the potential is high for southwestern willow flycatcher to be present based on historical records or site conditions, then condition A.ii shall be adhered to as specified above.
    II. If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

II. Prior to Start of Construction

A. Preconstruction Meeting

The Qualified Biologist/Owner's Representative shall incorporate all MHPA construction-related requirements into the project's Biological Monitoring Exhibit (BME). The Qualified Biologist/Owner's Representative is responsible for arranging and performing a focused pre-con with all contractors, subcontractors, and all workers involved in grading or other construction activities to discuss the sensitive nature of the adjacent sensitive biological resources.

III. During Construction

A. The Qualified Biologist/Owner's Representative, shall verify that all construction-related activities taking place adjacent to the MHPA are consistent with the CDs, the MSCP/MHPA Land Use Adjacency Guidelines. The Qualified Biologist/Owner's Representative shall monitor and ensure that:

1. Land Development /Grading Boundaries - The MHPA boundary and the limits of grading shall be clearly delineated by a survey crew prior to brushing, clearing, or grading. Limits shall be defined with an orange construction fence and a siltation fence (can be combined) under the supervision of the Qualified Biologist/Owners Representative who shall provide a letter of verification to RE/MMC that all limits were marked as required. Within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.

2. Drainage/Toxics - No Direct drainage into the MHPA shall occur during or after construction until filtration devices, swales and/or detention/desiltation basins that drain into the MHPA are functioning properly during construction, and that permanent maintenance after construction is addressed. These systems should be maintained approximately once a year, or as often a needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and

adding chemical-neutralizing compounds (e.g. clay compounds) when necessary and appropriate.

3. Staging/storage, equipment maintenance, and trash - Identify all areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction-related activities on the monitoring exhibits and verify that they are within the development footprint. Comply with the applicable notes on the plans.

4. Barriers - New development adjacent to the MHPA provides city-approved barriers along the MHPA boundaries

5. Lighting - Periodic night inspections are performed to verify that all lighting adjacent to the MHPA is directed away from preserve areas and that appropriate placement and shielding is used.

6. Invasives - No invasive plant species are used adjacent (within 100 feet) to the MHPA.

7. Brush Management – BMZ 1 is within the development footprint and outside of the MHPA, and that maintenance responsibility for the BMZ 2 located within the MHPA is identified as the responsibility of an HOA or other private entity.

8. Noise - For any area of the site that is adjacent to the MHPA, construction noise that exceeds the maximum levels allowed, shall be avoided, during the breeding seasons, for protected avian species such as coastal California gnatcatcher (3/1-8/15); least Bell's vireo (3/15-9/15); and southwestern willow flycatcher (5/1-8/30). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall be incorporated.

IV. Post-Construction

A. Preparation and Submittal of Monitoring Report

The Qualified Biologist/Owners Representative shall submit a final biological monitoring report to the RE/MMC within 30 days of the completion of construction that requires monitoring. The report shall incorporate the results of the MMRP/MSCP requirements per the construction documents and the BME to the satisfaction of RE/MMC.

Cultural Resources (Archaeology)

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, a qualified City staff member shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.

2. MMC will provide a letter to the applicant confirming the qualifications of the PI and that all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search
   1. The PI shall provide verification to MMC that a site-specific records search (1/4 mile radius) has been completed. Verification includes but is not limited to, a copy of a confirmation letter from South Coastal Information Center or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
   2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
   3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

B. PI Shall Attend Precon Meetings
   1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation-related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
      a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
   2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
      The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
   3. Identify Areas to be Monitored
      a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
      b. The AME shall be based on the results of a site-specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
      c. MMC shall notify the PI that the AME has been approved.
   4. When Monitoring Will Occur
      a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
      b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request

shall be based on relevant information such as a review of final construction documents that indicate conditions such as the age of the existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

5. Approval of AME and Construction Schedule
   After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities, which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances, OSHA safety requirements may necessitate modification of the AME.**
2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop, and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion)**, and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil-disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless the Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance
   1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
      a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
      b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground-disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
         (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
      c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
         (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
         (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance can not be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

   The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
   1. Procedures for documentation, curation and reporting
      a. One hundred percent of the artifacts within the trench alignment and width shall be documented in situ, including photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
      b. The PI shall prepare a Draft Monitoring Report and submit it to MMC via the RE as indicated in Section VI-A.
      c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with

the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.

d. The Final Monitoring Report shall include a recommendation for monitoring any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

C. If Human Remains **ARE** determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative for the treatment or disposition with proper dignity of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
   a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
   b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN

c. To protect these sites, the landowner shall do one or more of the following:
   (1) Record the site with the NAHC;
   (2) Record an open space or conservation easement; or
   (3) Record a document with the County.
d. Upon the discovery of multiple Native American human remains during a ground-disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from a review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

D. If Human Remains are **NOT** Native American
   1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
   2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
   3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for the internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

A. If night and/or weekend work is included in the contract
   1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the Precon meeting.
   2. The following procedures shall be followed.
      a. No Discoveries
         In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
      b. Discoveries
         All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
      c. Potentially Significant Discoveries
         If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
      d. The PI shall immediately contact the RE and MMC, or by 8 a.m. of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

B. If night and/or weekend work becomes necessary during the course of construction

1. The Construction Manager shall notify the RE or BI, as appropriate, a minimum of 24 hours before the work is to begin.
2. The RE or BI, as appropriate, shall notify MMC immediately.

C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
    a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
    b. Recording Sites with State of California Department of Parks and Recreation The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
3. The PI shall submit a revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Artifacts

1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and cataloged
2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area, that faunal material is identified as to species, and that specialty studies are completed, as appropriate.

C. Curation of Artifacts: Accession Agreement and Acceptance Verification

1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were

treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.

3. The PI shall submit the Accession Agreement and catalog record(s) to the RE or BI, as appropriate for donor signature, with a copy submitted to MMC.
4. The RE or BI, as appropriate, shall obtain a signature on the Accession Agreement and shall return to PI with a copy submitted to MMC.
5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)

1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI, as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

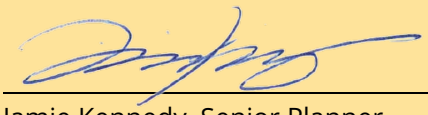
The above Mitigation Monitoring and Reporting Program may require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates of occupancy and/or final maps to ensure the successful completion of the monitoring program.

VII. IMPACT SIGNIFICANCE

The MND identified that all impacts would be mitigated to below a level of significance through mitigation. This Addendum also identifies that all significant project impacts would be mitigated to below a level of significance, consistent with the previously certified MND.

VIII. CERTIFICATION

Copies of the addendum, the adopted MND, the MMRP, and associated project-specific technical appendices, if any, may be accessed on the City's CEQA webpage at https://www.sandiego.gov/ceqa/final.



Jamie Kennedy, Senior Planner
Engineering and Capital Projects Department

October 30, 2024
Date of Final Report

Analyst: JMKennedy

Attachments:

A. Via de la Valle MHPA
B. Via de la Valle Pre Design Water Map
C. General Grading Guidelines for Paleontological Resources
D. Mitigated Negative Declaration No. 255100/SCH No. 2011091045

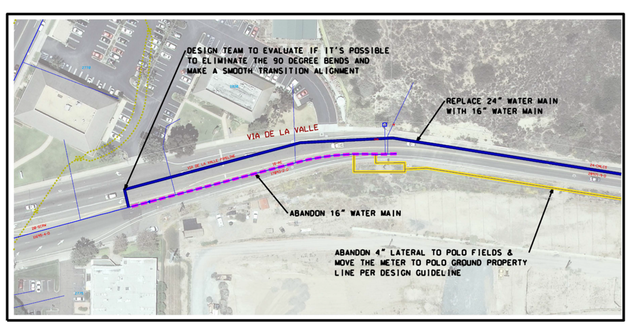
SOURCE: SANGIS 2023

DUDEK

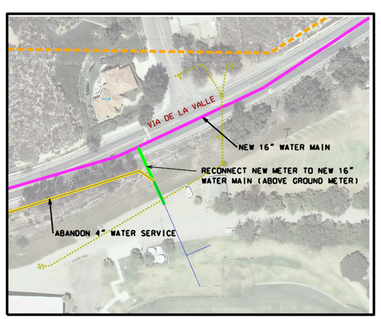
0 500 1,000 Feet

City of San Diego MHPA

Via de la Valle Pipeline Project



DETAIL 'A'



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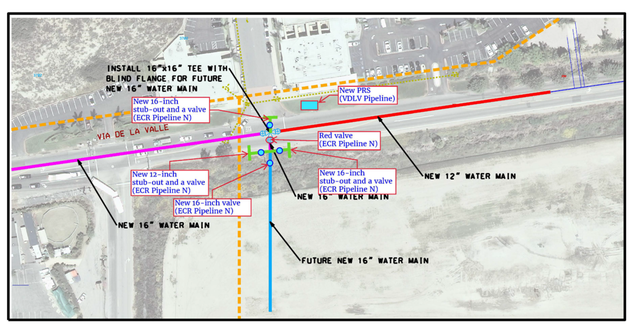

DETAIL 'C'

N

SCALE: 1" = 150'

PRELIMINARY ENGINEERING SECTION
PROJECT MANAGER: NADER NAGHAVIAN
DATE:
PROJECT ENGINEER: VIRGINIA OSKOUI
DESIGN SECTION
PROJECT MANAGER: ALEJANDRA GONZALEZ
DATE:
PUD PROGRAM MANAGEMENT SECTION
PROJECT MANAGER: JEROME POTENCIANO
DATE:

LEGEND

- REPLACE 24" WATER MAIN WITH 16" WATER MAIN
- NEW 16" WATER MAIN
- NEW 12" WATER MAIN
- RECONNECT THE EXISTING WATER SERVICE TO THE NEW 16" WATER MAIN
- FUTURE NEW 16" WATER MAIN
- WATER MAIN TO BE ABANDONED
- WATER SERVICE TO BE ABANDONED
- EXISTING WATER MAIN
- EXISTING WATER SERVICE
- EXISTING WATER VALVE
- EXISTING WATER PUMP
- EXISTING REDUCER
- EXISTING PRESSURE REDUCING STATION
- EXISTING CLOSED GATE VALVE
- PRESSURE ZONE BOUNDARY
- FS EXISTING FIRE SERVICE
- EXISTING FIRE HYDRANT
- EXISTING STORM DRAIN

VIA DE LA VALLE PIPELINE
PREDESIGN WATER MAP

The following is the standard monitoring requirement that shall be placed on grading plans and implemented when required pursuant to LDC section 142.0151:

I. Prior to Permit Issuance

Entitlements Plan Check

Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits or a Notice to Proceed for Subdivisions, but prior to the first preconstruction meeting, whichever is applicable, the City Engineer (CE) and/or Building Inspector (BI) shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

1. The applicant shall submit a letter of verification to Resident Engineer (RE) and/or Building Inspector (BI) identifying the qualified Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program. A qualified PI is defined as a person with a Ph.D. or M.S. or equivalent in paleontology or closely related field (e.g., sedimentary or stratigraphic geology, evolutionary biology, etc.) with demonstrated knowledge of southern California paleontology and geology, and documented experience in professional paleontological procedures and techniques.

2. **II. Prior to Start of Construction**

A. Verification of Records Search

1. The PI shall provide verification to RE and/or BI that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from the San Diego Natural History Museum, or another relevant institution that maintains paleontological collections recovered from sites within the City of San Diego.

2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Preconstruction Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Preconstruction Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, RE, and BI, as appropriate. The qualified paleontologist (PI) shall attend any grading/excavation related Preconstruction Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.

a. If the PI is unable to attend the Preconstruction Meeting, the Applicant shall schedule a focused Preconstruction Meeting with the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.

2. Identify Areas to be Monitored

   Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to RE and/or BI identifying the areas to be monitored including the delineation of grading/excavation limits. The PME shall be based on the results of a site specific records search as well as information regarding existing known geologic conditions (e.g., geologic deposits as listed in the Paleontological Monitoring Determination Matrix below).

3. When Monitoring Will Occur
   a. Prior to the start of any work, the PI shall also submit a construction schedule to the RE and/or BI indicating when and where monitoring will occur.

   b. The PI may submit a detailed letter to RE and/or BI prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents and geotechnical reports which indicate conditions such as depth of excavation and/or thickness of artificial fill overlying bedrock, presence or absence of fossils , etc., which may reduce or increase the potential for resources to be present.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The paleontological monitor shall be present full-time during grading/excavation/trenching activities as identified on the PME that could result in impacts to formations with high and moderate resource sensitivity. **The Construction Manager is responsible for notifying the PI, RE and/or BI of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**

2. The PI may submit a detailed letter to RE and/or BI during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter previously undisturbed and paleontologically sensitive geologic deposits as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for paleontological resources to be present.

3. The paleontological monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be emailed by the CM to the RE and/or BI the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion)**, and in the case of ANY discoveries.

B. Discovery Notification Process

1. In the event of a discovery, the paleontological monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and notify the RE and/or BI. The contractor shall also process a construction change for administrative purposes to formalize the documentation and recovery program, including modification to Mitigation Monitoring and Compliance (MMC).

2. The paleontological monitor shall notify the PI (unless paleontological monitor is the PI) of the discovery.

3. The PI shall notify MMC of the discovery, and shall submit documentation to MMC within 24 hours by email with photos of the resource in context.

C. Recovery of Fossils

If a paleontological resource is encountered:

1. The paleontological monitor shall salvage unearthed fossil remains, including simple excavation of exposed specimens or, if necessary as determined by the PI, plaster-jacketing of large and/or fragile specimens or more elaborate quarry excavations of richly fossiliferous deposits.

2. The paleontological monitor shall record stratigraphic and geologic data to provide a context for the recovered fossil remains, including a detailed description of all paleontological localities within the project site, as well as the lithology of fossil-bearing strata within the measured stratigraphic section, and photographic documentation of the geologic setting.

V. Post Construction

A. Preparation and Submittal of Draft Paleontological Monitoring Report

1. The PI shall submit two copies of the Draft Paleontological Monitoring Report (even if negative), prepared to the satisfaction of the Development Services Department. The Draft Paleontological Monitoring Report shall describe the methods, results, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC for review and approval within 90 days following the completion of monitoring,

a. For significant or potentially significant paleontological resources encountered during monitoring, as identified by the PI, the Paleontological Recovery Program shall be included in the Draft Monitoring Report.

b. The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines (revised November 2017), and submittal of such forms to the San Diego Natural History Museum and MMC with the Draft Paleontological Monitoring Report.

2. MMC shall return the Draft Paleontological Monitoring Report to the PI for revision or, for preparation of the Final Report.

3. The PI shall submit revised Draft Paleontological Monitoring Report to MMC for approval.

4. MMC shall provide written verification to the PI of the approved Draft Paleontological Monitoring Report.

5. MMC shall notify the RE and/or BI, of receipt of all Draft Paleontological Monitoring Report submittals and approvals.

B. Handling of Recovered Fossils

1. The PI shall ensure that all fossils collected are cleaned to the point of curation (e.g., removal of extraneous sediment, repair of broken specimens, and consolidation of fragile/brittle specimens) and catalogued as part of the Paleontological Monitoring Program.

2. The PI shall ensure that all fossils are analyzed to identify stratigraphic provenance, geochronology, and taphonomic context of the source geologic deposit; that faunal material is taxonomically identified; and that curation has been completed, as appropriate.

C. Curation of Fossil Remains: Deed of Gift and Acceptance Verification

1. The PI shall be responsible for ensuring that all fossils associated with the paleontological monitoring program for this project are permanently curated with an accredited institution that maintains paleontological collections (such as the San Diego Natural History Museum).

2. The PI shall include an acceptance verification from the curation institution in the Final Paleontological Monitoring Report submitted to the RE and/or BI, and MMC.

D. Final Paleontological Monitoring Report(s)

1. The PI shall submit two copies of the Final Paleontological Monitoring Report to MMC (even if negative), within 90 days after notification from MMC that the Final Paleontological Monitoring Report has been approved.

2. The RE and/or BI shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Paleontological Monitoring Report from MMC, which includes the Acceptance Verification from the curation institution.

Paleontological Monitoring Determination Matrix

Geological Deposit/Formation/Rock Unit	Potential Fossil Localities	Sensitivity Rating
Alluvium (Qsw, Qal, or Qls)	All communities where this unit occurs	Low
Ardath Shale (Ta)	All communities where this unit occurs	High
Bay Point/Marine Terrace (Qbp) [1]	All communities where unit occurs	High
Cabrillo Formation (Kcs)	All communities where unit occurs	Moderate
Delmar Formation (Td)	All communities where unit occurs	High
Friars Formation (Tf)	All communities where unit occurs	High
Granite/Plutonic (Kg)	All communities where unit occurs	Zero
Lindavista Formation (Qln, Qlb) [2]	A. Mira Mesa/Tierrasanta B. All other areas	A. High B. Moderate
Lusardi Formation (Kl)	Black Mountain Ranch/Lusardi Canyon Poway/Rancho Santa Fe B. All other areas	A. High B. Moderate
Mission Valley Formation (Tmv)	All communities where unit occurs	High
Mt. Soledad Formation (Tm, Tmss, Tmsc)	A. Rose Canyon B. All other areas where this unit occurs	A. High B. Moderate
Otay Formation (To)	All communities where unit occurs	High
Point Loma Formation (Kp)	All communities where unit occurs	High
Pomerado Conglomerate (Tp)	A. Scripps Ranch/Tierrasanta B. All other areas	High
River /Stream Terrace Deposits (Qt)	A. South Eastern/Chollas Valley/Fairbanks Ranch/Skyline/Paradise Hills/Otay Mesa, Nestor/San Ysidro B. All other areas	A. Moderate B. Low
San Diego Formation (Qsd)	All communities where this unit occurs.	High
Santiago Peak Volcanics (Jsp) A. Metasedimentary B. Metavolcanic	A. Black Mountain Ranch/La Jolla Valley, Fairbanks Ranch/Mira Mesa/Peñasquitos B. All other areas	A. Moderate B. Zero
Scripps Formation (Tsd)	All communities where this unit occurs	High
Stadium Conglomerate (Tst)	All communities where this unit occurs	High
Sweetwater Formation	All communities where this unit occurs	High
Torrey Sandstone (Tf)	A. Black Mountain Ranch/Carmel Valley B. All other areas	A. High B. Low

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.)

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.

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.

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.

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

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

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

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.

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. Theses 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.

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders

Application for Fire Hydrant Meter (EXHIBIT A)

City of San Diego PUBLIC UTILITIES Water & Wastewater

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Application Date	Requested Install Date:

Meter Information

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, If so , explain:		
Estimated Duration of Meter Use:	☐	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:
Provide Current Meter Location if Different from Above:		
Signature:	Title:	Date:
Phone: ( )	Pager: ( )	

☐ City Meter	☐ 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

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
													$ -

SAMPLE

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

APPENDIX E

LOCATION MAP

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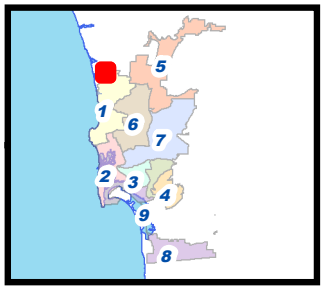


Engineering & Capital Projects

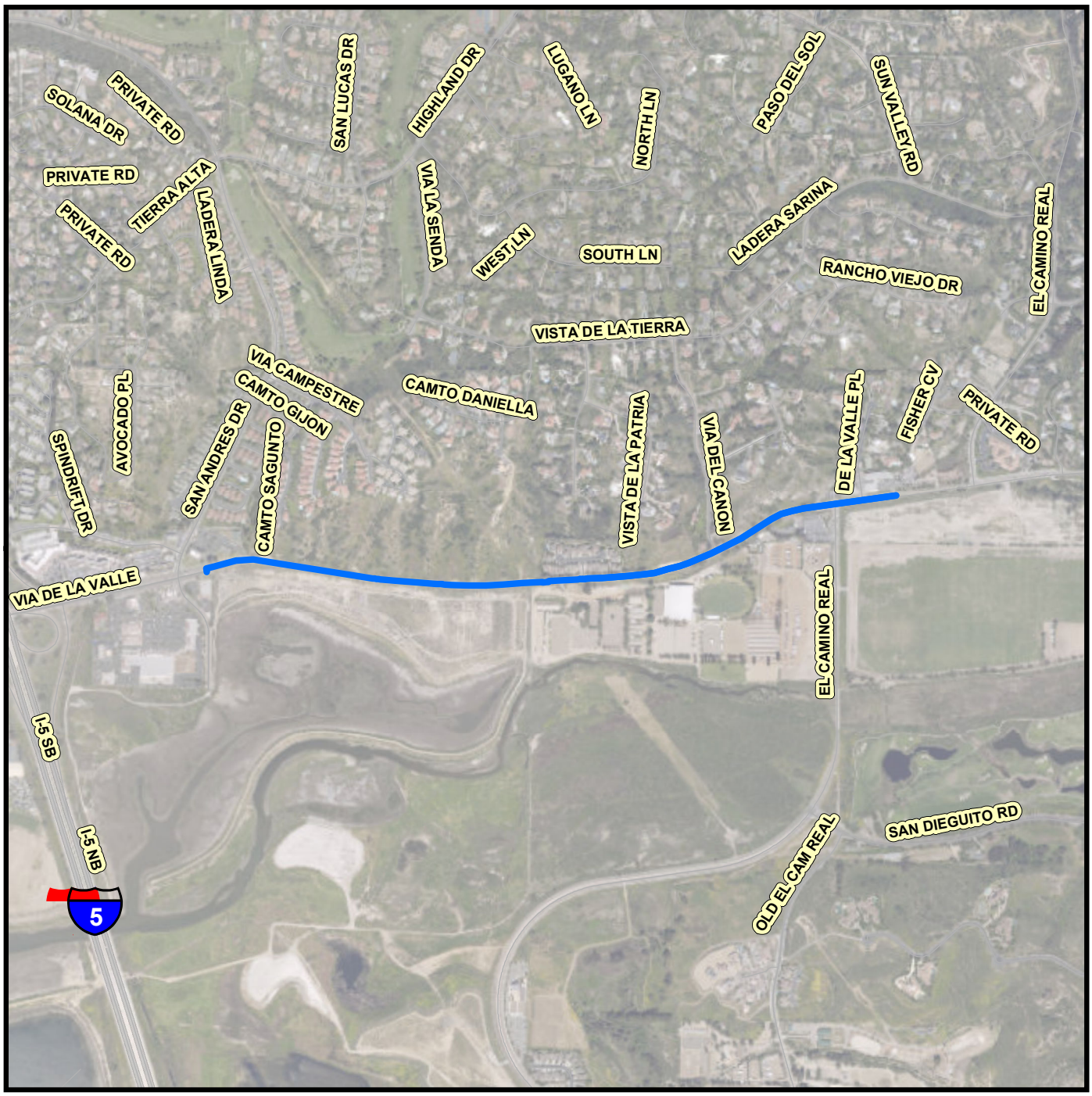
VIA DE LA VALLE PIPELINE

SENIOR ENGINEER
RONAK REKANI
(619) 936-4706

PROJECT MANAGER
STUART OSBORNE
(619) 533-5216

PROJECT ENGINEER
MATTHEW LOVI
(858) 868-1217

LOCATION MAP



Legend

Via De La Valle Pipeline (1.13 miles)

N
W
E
S

No Scale

Document Path: \\ad\dfs\PWD-Shared\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\PUD PE Active\B22015 Via De La Valle Pipeline\Drafting\Location Map\Location Map.mxd

Community Name: Via De La Valle, Reserve, NCFUA Subarea II Council District: 1 SAP ID# B22015

Date: 5/14/2025

SanGIS

STORM WATER & TRANSPORTATION DIVISION

K-26-2215-DB1-3

Last updated by: MLOVI on 5/14/2025 at 08:11:24 PM

APPENDIX F

ADJACENT PROJECTS MAP

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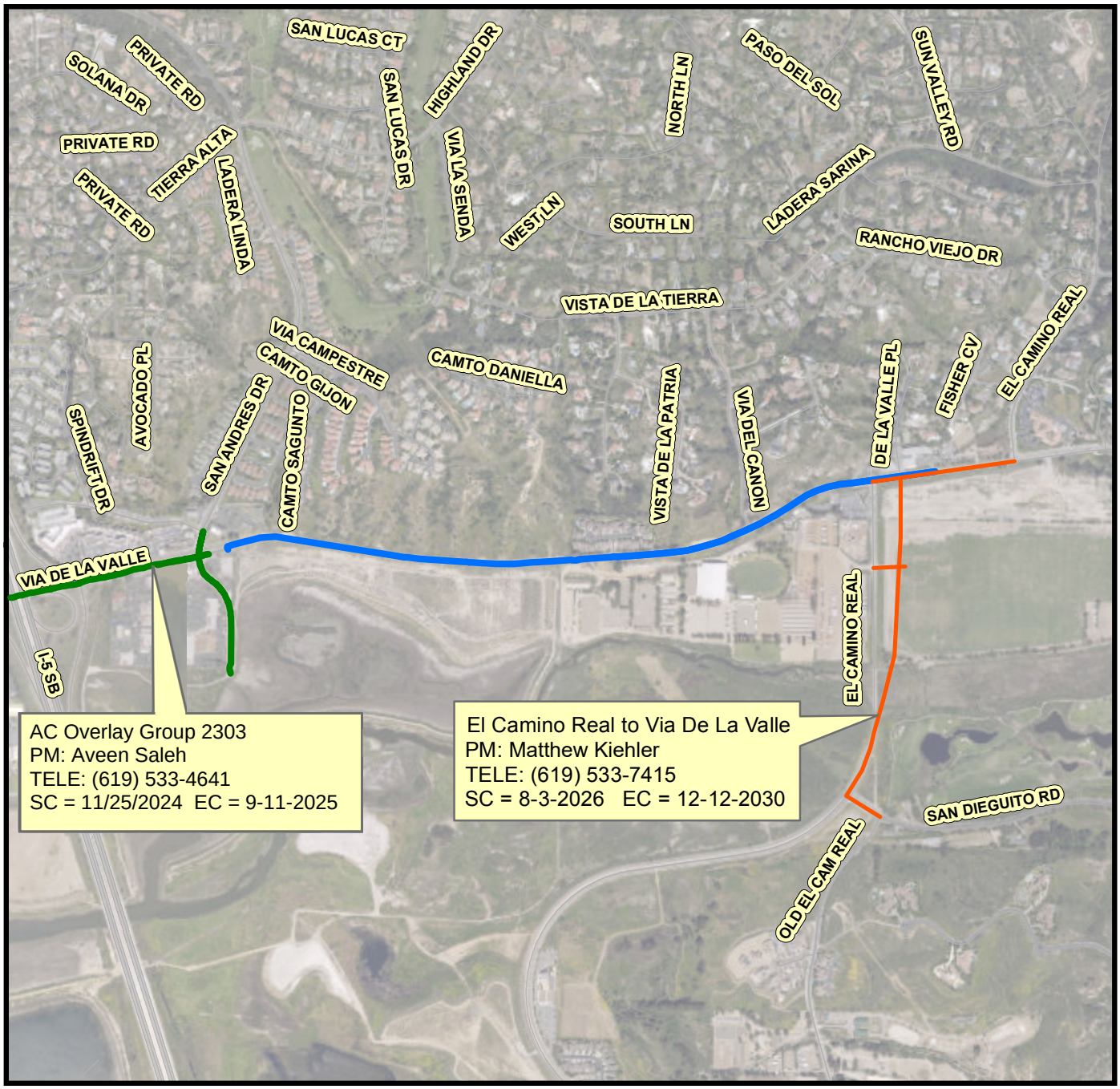
Engineering & Capital Projects

VIA DE LA VALLE PIPELINE

COORDINATION MAP



Legend

Project Alignment

SC = START CONSTRUCTION
EC = END CONSTRUCTION

No Scale

Document Path: \\ad\dfs\PWD-Shared\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\PUD PE Active\R22015 Via De La Valle Pipeline\Drafting\Moratorium Map\Future Paving Map.mxd

Date: 11/5/2024

APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix G

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._____

SAMPLE

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:

_____ _____

SAMPLE

APPENDIX H

MONTHLY DRINKING WATER DISCHARGE MONITORING FORMS

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]	Catergory[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)				Exceedence[7]			Notes
					Measure	Unit	Time	Result	Limit	No	Yes	Report exceedence to RE & complete page 2 of 2
Inlet Location	☐ 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)								
Start Date: Time:	☐ Well Dev/Rehab (Not Typical)	☐ Water Board (Large Volume Only)	☐ Inlet Protection		*Turbidity*	NTU			20 NTU= Exceedance 225 NTU= Exceedance for Ocean			
			☐ Erosion Controls									
End Date: Time:	☐ Small Volume/Other (No Sampling Required)	☐ County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	☐ Sediment Controls		*pH*	Unit			Range 6.5 to 8.5			

Event #2

Discharge Location[1]	Catergory[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)				Exceedence[7]			Notes
					Measure	Unit	Time	Result	Limit	No	Yes	Report exceedence to RE & complete page 2 of 2
Inlet Location	☐ 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)								
Start Date: Time:	☐ Well Dev/Rehab (Not Typical)	☐ Water Board (Large Volume Only)	☐ Inlet Protection		*Turbidity*	NTU			20 NTU= Exceedance 225 NTU= Exceedance for Ocean			
			☐ Erosion Controls									
End Date: Time:	☐ Small Volume/Other (No Sampling Required)	☐ County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	☐ Sediment Controls		*pH*	Unit			Range 6.5 to 8.5			

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

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.		
☐ Accessible ☐ Unable to Determine ☐ 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	☐ Yes	☐ No
…carrying floating or suspended matter	☐ Yes	☐ No
…causing discoloration	☐ Yes	☐ No
…causing and impact to the aquatic life present	☐ Yes	☐ No
…observed with visible film	☐ Yes	☐ No
…observed with an sheen or coating	☐ Yes	☐ No
…causing potential nuisance conditions	☐ Yes	☐ 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.		
☐ Accessible ☐ Unable to Determine ☐ 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	☐ Yes	☐ No
…carrying floating or suspended matter	☐ Yes	☐ No
…causing discoloration	☐ Yes	☐ No
…causing and impact to the aquatic life present	☐ Yes	☐ No
…observed with visible film	☐ Yes	☐ No
…observed with an sheen or coating	☐ Yes	☐ No
…causing potential nuisance conditions	☐ Yes	☐ 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 Meausre	6.5 - 8.5

APPENDIX I

HAZARDOUS 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
ADDRESS
24 HR. PHONE
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
SOLID
LIQUID
HAZARDOUS PROPERTIES
CORROSIVE
REACTIVE
FLAMMABLE
TOXIC
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?	❒	❒
2.	Did anyone, other than employees in the immediate area of the release, evacuate?	❒	❒
3.	Did the release cause off-site damage to public or private property?	❒	❒
4.	Is the release greater than or equal to a reportable quantity (RQ)?	❒	❒
5.	Was there an uncontrolled or unpermitted release to the air?	❒	❒
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?	❒	❒
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	❒	❒
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	❒	❒
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)?	❒	❒
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?	❒	❒

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 ☐ Yes ☐ 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?: ☐Yes ☐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 ☐ GAL ☐ LBS ☐ FT^3
Chemical	Quantity ☐ GAL ☐ LBS ☐ FT^3
Chemical	Quantity ☐ GAL ☐ LBS ☐ 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 ☐	CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a) ☐

PHYSICAL STATE CONTAINED ☐ SOLID ☐ LIQUID ☐ GAS	PHYSICAL STATE RELEASED ☐ SOLID ☐ LIQUID ☐ GAS	QUANTITY RELEASED

ENVIRONMENTAL CONTAMINATION ☐ AIR ☐ WATER ☐ GROUND ☐ 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)

☐ ACUTE OR IMMEDIATE (explain) _____

☐ CHRONIC OR DELAYED (explain) _____

☐ 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 J

SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)
Company Name
Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Construction Management and
Field Services Division
9573 Chesapeake Drive
San Diego, CA 92123-1304

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	$84	$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	$30	$60
Subtotal						$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	$84	$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	$30	$60
Subtotal							$3,420

Total this invoice: $_____

Total invoiced to date: $_____

SAMPLE

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).

    a. Please briefly describe your application (consideration) of all four California Register criteria.

    b. If the resource is eligible under Criterion D, please define the important information that may be present.

    c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?

    d. What is the age of the resource?

    e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?

2. Preliminary results of data recovery and a definition of the size of the representative sample.

    a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?

3. What resources were discovered during monitoring?

4. What is the landform context and what is the integrity of the resources?

5. What additional studies are necessary?

6. Based on application of the California Register criteria, what is the significance of the resources?

    a. If the resource is eligible for the California Register, can the resource be avoided by construction?

    b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

SAMPLE

APPENDIX K

PALEONTOLOGICAL CONSTRUCTION MONITORING PROGRAM

Paleontological Construction Monitoring Requirements

PALEONTOLOGICAL MONITORING AND REPORTING PROGRAM (PMRP):

I. **GENERAL REQUIREMENTS.** Post Plan Check (After permit issuance/Prior to start of construction).

A. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.

1. The Contractor is responsible to arrange and perform this meeting by contacting the City Resident Engineer (RE)/Construction Manager (CM) of the Construction Management and Field Engineering (CMFE) Division and City staff from Mitigation Monitoring Coordination (MMC). Attendees shall also include the Contractor's representative(s), job site superintendent, and the paleontologist**.**

2. NOTE: Failure of all responsible Contractor's representatives and paleontological monitor to attend the pre-construction meeting shall require an additional focused meeting with all parties present.

3. CONTACT INFORMATION:

a) The primary point of contact is the RE/CM at the CMFE Division at 858-627-3200.

b) For clarification of environmental requirements, call the RE/CM and MMC at 858-627-3360.

B. PMRP COMPLIANCE.

1. This Project shall conform to the City's paleontological monitoring requirements, as further specified below, in accordance with the City of San Diego's Land Development Code – Grading Regulations, Section 142.0151, and implemented to the satisfaction of MMC and RE/CM. The requirements shall not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.

2. NOTE: Contractor shall alert RE/CM and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts shall be approved by RE/CM and MMC before the Work is performed.

C. MONITORING EXHIBIT.

1. Contractor Engineering and Capital Projects Department's consultant (if applicable) is required to submit, to RE/CM and MMC, a paleontological monitoring exhibit on a 11 x 17 inch reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the Limits of Work, scope of that discipline's work (i.e. delineation showing work area(s) requiring paleontological monitoring), and notes indicating when in the construction schedule that work will be performed. When necessary for

clarification, a detailed methodology of how the work will be performed shall be included.

D. OTHER SUBMITTALS AND INSPECTIONS.

1. The Contractor or Engineering and Capital Projects Department's consultant (if applicable) shall submit all required documentation, verification letters, and requests for all associated inspections to the RE/CM and MMC for approval per the following schedule:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST:

ISSUE AREA	DOCUMENT SUBMITTAL	ASSOCIATED INSPECTION, APPROVALS, NOTES
Paleontology	Principal Investigator & Paleontological Monitors Qualification Letters	Prior to Pre-Construction Meeting
Paleontology	Site-Specific Records Search	Prior to Pre-Construction Meeting
Paleontology	Paleontological Monitoring Exhibit	Prior to, or at, the Pre-Construction Meeting
Paleontology	Letter of Acknowledgement of Responsibility for Curation	Prior to the Pre-Construction Meeting
Paleontology	Construction Schedule (Monitoring)	Prior to Construction
Paleontology	Paleontology Reports	Paleontology Observation
Final PMRP		Final PMRP Inspection

SPECIFIC PMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

I. PALEONTOLOGICAL RESOURCES.

A. Prior to Permit Issuance or Construction.

1. **Letters of Qualification have been submitted to MMC**.

a) Prior to the pre-construction meeting, Engineering and Capital Projects Department shall submit a letter of verification to MMC identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.

b) MMC will provide a letter to Engineering and Capital Projects Department confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.

c) Prior to the start of work, Engineering and Capital Projects Department shall obtain approval from MMC for any personnel changes associated with the monitoring program.

B. Prior to Start of Construction.

1. **Verification of Records Search**.

a) The PI shall provide verification to MMC that a site-specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.

b) The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

C. PI Shall Attend Pre-Construction Meetings.

1. Prior to beginning any work that requires monitoring, the City or City's representative shall arrange a pre-construction meeting that shall include the PI, Grading Contractor, RE/CM, Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related pre-construction meetings to make comments and/or suggestions concerning the Paleontological Monitoring Program with the RE/CM and/or BI and Grading Contractor.

a) If the PI is unable to attend the pre-construction meeting, the Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall schedule a focused pre-construction meeting with MMC, PI, and RE/CM or BI, if appropriate, prior to the start of any work that requires monitoring.

2. Acknowledgement of Responsibility for Curation (Capital Improvement Program Project or Other Public Projects).

a) The Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall submit a letter to MMC, RE/CM and/or BI acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.

3. Identify Areas to be Monitored.

a) Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17 inch) to MMC and RE/CM and/or BI for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or

as determined by the PI in consultation with MMC. The determination shall be based on site-specific records search data which supports monitoring at depths less than ten feet. The PME shall be based on the results of a site-specific records search as well as information regarding existing known soil conditions (native or formation). MMC shall notify the PI that the PME has been approved prior to commencing with any ground-disturbing activities.

4. When Monitoring Will Occur:

   a) Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE/CM and/or BI indicating when and where monitoring will occur.

   b) The PI may submit a detailed letter to MMC and RE/CM and/or BI prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

5. Approval of PME and Construction Schedule.

   a) After approval of the PME by MMC, the PI shall submit to MMC and RE/CM and/or BI written authorization of the PME and Construction Schedule from the Contractor.

D. During Construction.

1. The Monitor shall be present during Grading/Excavation/Trenching.

   a) The paleontological monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to, mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity.

   b) The Contractor is responsible for notifying the RE/CM and/or BI, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.

   c) The PI may submit a detailed letter to MMC and RE/CM and/or BI during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.

d) The paleontological monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be emailed and/or provided hard copy by the Contractor or Engineering and Capital Projects Department's consultant (if applicable) to the RE/CM and/or BI the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE/CM and/or BI shall forward copies to MMC.

2. Discovery Notification Process.

a) In the event of a discovery, the paleontological monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE/CM and/or BI, as appropriate.

b) The paleontological monitor shall immediately notify the PI (unless paleontological monitor is the PI) of the discovery.

c) The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC and RE/CM and/or BI within 24 hours by fax or email with photos of the resource in context, if possible.

3. Determination of Significance.

a) The PI shall evaluate the significance of the resource.

i. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC and RE/CM and/or BI indicating whether mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.

ii. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC and/or RE/CM and/or BI. PRP and any mitigation must be approved by MMC and RE/CM and/or BI before ground-disturbing activities in the area of discovery will be allowed to resume.

- Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under item 4, "Discovery Process for Significant Resources - Pipeline Trenching Projects".

iii. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

iv. The PI shall submit a letter to MMC and RE/CM and/or BI indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.

- Note: For pipeline trenching projects only, if the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
- Note: For pipeline trenching projects only, if significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

4. Discovery Process for Significant Resources - Pipeline Trenching Projects.

a) Procedures for Documentation, Curation and Reporting. The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

i. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

ii. The PI shall prepare a Draft Paleontological Monitoring Report and submit to MMC via the RE/CM and/or BI as indicated in **Section F - Post Construction**.

iii. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the PMRP. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Paleontological Monitoring Report.

iv. The Final Paleontological Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

E. Night and/or Weekend Work.

1. If night and/or weekend work is included in the contract:
    a) When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the pre-construction meeting. The following procedures shall be followed:
        i. No Discoveries - In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via the RE/CM and/or BI via email or in person by 8AM on the next business day.
        ii. Discoveries - All discoveries shall be processed and documented using the existing procedures detailed in **Section D - During Construction**.
        iii. Potentially Significant Discoveries - If the PI determines that a potentially significant discovery has been made, the procedures detailed under **Section D - During Construction** shall be followed.
    b) The PI shall immediately contact the RE/CM and/or BI and MMC, or by 8AM on the next business day, to report and discuss the findings as indicated in **Section D - During Construction**, unless other specific arrangements have been made.
2. If night and/or weekend work becomes necessary during the course of construction:
    a) The Contractor shall notify the RE/CM and/or BI a minimum of 24 hours before the work is to begin.
    b) The RE/CM and/or BI, as appropriate, shall notify MMC immediately.
3. All other procedures described above shall apply, as appropriate.

F. Post Construction.

1. Preparation and Submittal of Draft Paleontological Monitoring Report.
    a) The PI shall submit two copies of the Draft Paleontological Monitoring Report (even if negative), prepared to the satisfaction of MMC, which describes the methods, results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE/CM and/or BI for review and approval within 90 calendar days following the completion of monitoring.
        i. For significant or potentially significant paleontological resources encountered during monitoring, as identified by the PI, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
        ii. The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program

in accordance with the PMRP, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

b) MMC shall return the Draft Monitoring Report to the PI via the RE/CM and/or BI for revision or, for preparation of the Final Report.

c) The PI shall submit revised Draft Monitoring Report to MMC via the RE/CM and/or BI for approval.

d) MMC shall provide written verification to the PI and RE/CM and/or BI of the approved report.

2. Handling of Fossil Remains.

a) The PI shall ensure that all fossils collected are cleaned to the point of curation (e.g., removal of extraneous sediment, repair of broken specimens, and consolidation of fragile/brittle specimens) and catalogued as part of the Paleontological Monitoring Program.

b) The PI shall ensure that all fossils are analyzed to identify stratigraphic provenance, geochronology, and taphonomic context of the source geologic deposit; that faunal material is taxonomically identified; and that curation has been completed, as appropriate.

3. Curation of Fossil Remains: Deed of Gift and Acceptance Verification.

a) The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an accredited institution that maintains paleontological collections (such as the San Diego Natural History Museum).

b) The PI shall submit the Deed of Gift and catalogue record(s) to the RE/CM and/or BI, as appropriate for donor signature with a copy submitted to MMC.

c) The RE/CM and/or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.

d) The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE/CM and/or BI and MMC.

4. Final Paleontological Monitoring Report(s).

a) The PI shall submit two copies of the Final Paleontological Monitoring Report to MMC (even if negative), within 90 calendar days after notification from MMC of the approved report.

b) The RE/CM and/or BI shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC, which includes the Acceptance Verification from the curation institution.

APPENDIX L

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY

The City of SAN DIEGO

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

To contact the City of San Diego: SD Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.
Via De La Valle Pipeline
K-26-2215-DB1-3

The City of SAN DIEGO

CONSTRUCTION NOTICE

PROJECT TITLE

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Company Name, XXX-XXX-XXXX

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619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

APPENDIX M

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:

Photo 2

Network Devices, see Photo 3:

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

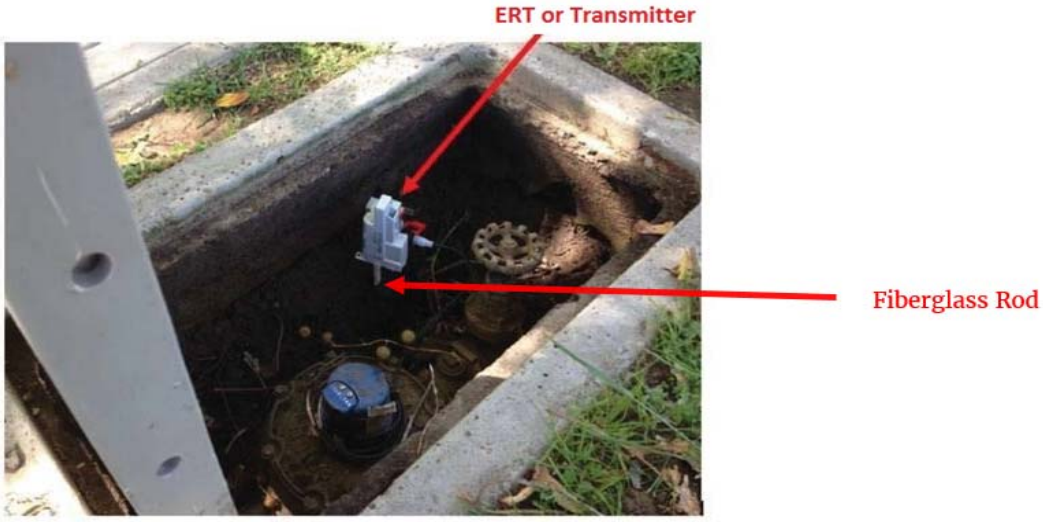


Photo 6 below is an example of disturbance that shall be avoided:

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

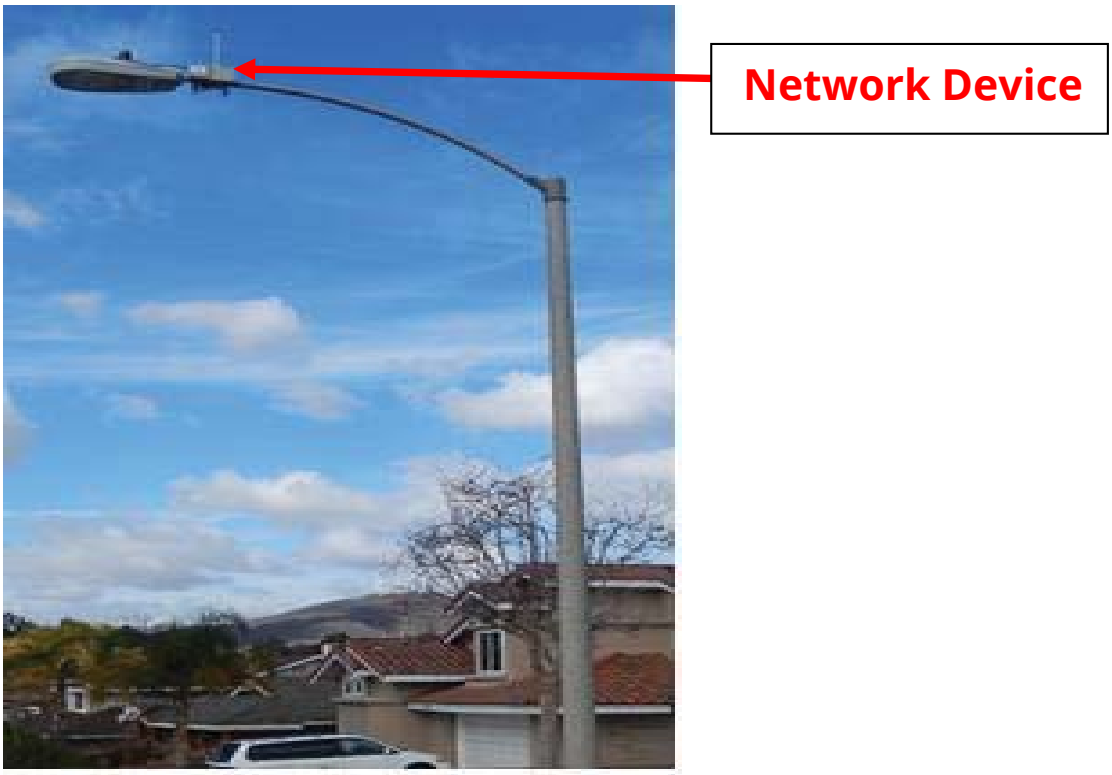


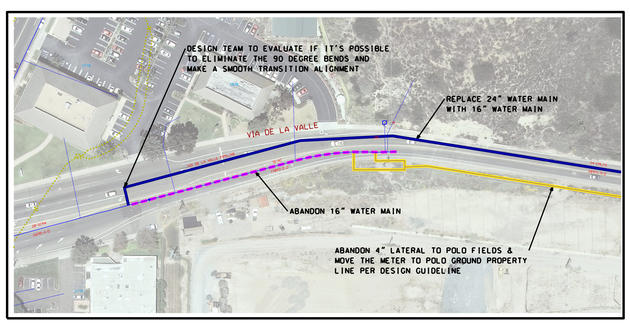
Photo 9

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.

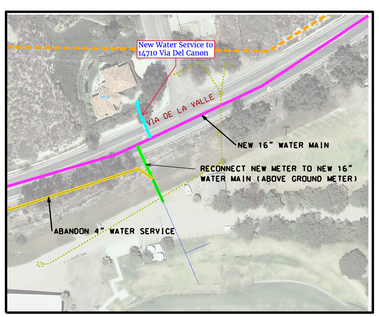
Rev. 9.11.2023

APPENDIX N

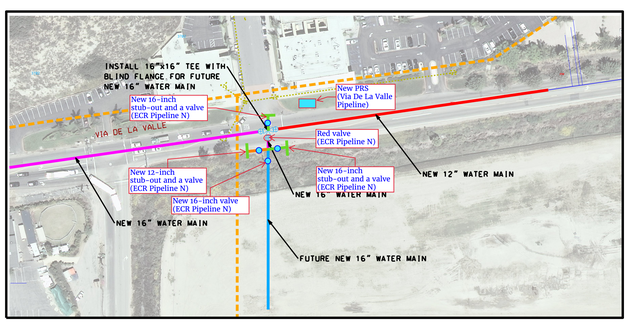
PREDESIGN MAP



DETAIL 'A'



DETAIL 'B'



DETAIL 'C'

N

SCALE: 1" = 150'

PRELIMINARY ENGINEERING SECTION
PROJECT MANAGER: NADER NAGHAVIAN
DATE: _____
PROJECT ENGINEER: VIRGINIA OSKOUI
DESIGN SECTION
PROJECT MANAGER: ALEJANDRA GONZALEZ
DATE: _____
PUD PROGRAM MANAGEMENT SECTION
PROJECT MANAGER: JEROME POTENCIANO
DATE: _____

LEGEND

- REPLACE 24" WATER MAIN WITH 16" WATER MAIN
- NEW 16" WATER MAIN
- NEW 12" WATER MAIN
- RECONNECT THE EXISTING WATER SERVICE TO THE NEW 16" WATER MAIN
- FUTURE NEW 16" WATER MAIN
- WATER MAIN TO BE ABANDONED
- WATER SERVICE TO BE ABANDONED
- EXISTING WATER MAIN
- EXISTING WATER SERVICE
- EXISTING WATER VALVE
- EXISTING WATER PUMP
- EXISTING REDUCER
- EXISTING PRESSURE REDUCING STATION
- EXISTING CLOSED GATE VALVE
- PRESSURE ZONE BOUNDARY
- FS EXISTING FIRE SERVICE
- EXISTING FIRE HYDRANT
- EXISTING STORM DRAIN
- NEW WATER SERVICE

VIA DE LA VALLE PIPELINE
PREDESIGN WATER MAP

APPENDIX O

SAMPLE CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM

CITY OF SAN DIEGO
CONTRACTOR PERFORMANCE EVALUATION (CPE) FORM

Date:_____

☐ **INTERIM EVALUATION:** at _____% of a _____ ☐ Working Day ☐ Calendar Day
☐ **FINAL EVALUATION:** Submitted at completion of a _____ ☐ Working Day ☐ Calendar Day

TITLE OF CONTRACT: Title of Contract

CONTRACT AMOUNT (ORIGINAL/FINAL) _____/_____

FIRM NAME: Contractor Firm Name

FIRM ADDRESS: _____

CONTRACTOR REPRESENTATIVE'S NAME: _____

CONTRACTOR SUPERINTENDENT'S NAME: _____

CONTRACTOR FOREMAN'S NAME: _____

WBS #: **BID #:**

TYPE OF WORK (CHECK ALL THAT APPLY):

TREATMENT PLANT	☐	PUMP STATION	☐	SEWER MAIN	☐	STORM DRAIN	☐
WATER MAIN	☐	FLOOD CONTROL	☐	ENVTL. MITIGATION	☐	BRIDGE	☐
STREETS/HIGHWAYS	☐	TRAFFIC SIGNAL	☐	STREET LIGHTS	☐	PARK	☐
BUILDING [specify]	☐	PIPING SYSTEM	☐	OTHER (SPECIFY)	☐	____	

CPE are one of the tools the City uses to determine if a contractor has the quality, fitness, and capacity to perform proposed work satisfactorily and is, therefore, a responsible contractor. *See* San Diego Municipal Code sections 22.3003 and 22.3004. This evaluation represents the observations and conclusions of the City of San Diego, prepared by City staff in the course of their official duties. The Contractor may agree with or dispute the contents and conclusions of this evaluation. Anyone not affiliated with the City of San Diego should conduct his/her investigation to confirm or dispel the conclusions expressed herein.

Notes:
- **The Contractor will be allowed (60) calendar days after notice of the final performance evaluation pursuant to SDMC 22.0806 to protest this evaluation in writing; otherwise, the City will deem the evaluation accepted by the Contractor.**
- **Refer to the end of the form for definitions used in this evaluation.**

SAMPLE

1. Contract Administration

The Contractor's overall rating for Section 1 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

2. Compliance with Contract Documents

SAMPLE

The Contractor's overall rating for Section 2 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

3. Construction Workmanship

The Contractor's overall rating for Section 3 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

4. Safety

The Contractor's overall rating for Section 4 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

SAMPLE

5. Storm Water / BMP Compliance

The Contractor's overall rating for Section 5 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

6. Cooperation, Professionalism, Communication & Public Outreach

SAMPLE

The Contractor's overall rating for Section 6 is (check one):

☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

7. Subcontracting Performance and Management

The Contractor's overall rating for Section 7 is (check one):
☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL EVALUATION

THE OVERALL EVALUATION IS DERIVED FROM THE HOLISTIC REVIEW OF THE SEVEN FACTORS ABOVE.

The Contractor's overall rating (check one):
☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

OVERALL SUMMARY:

SAMPLE

RESIDENT ENGINEER

SUPERVISOR

By:

(signature / date)

(signature / date)

(print name)

(print name)

Section Head's Initial_____

Asst. Deputy Director's Initials_____

ADD:

Date:_____

cc:

- Contractor
- Program Coordinator, Engineering & Capital Projects/Contracting Group, Pre-qualification Program
- Director, Purchasing & Contracting
- Deputy Director, Purchasing & Contracting
- eFile CityHub/SDShare

SAMPLE

Definitions:

1. **Performance Areas -** These include the Contractor's record of conforming to the requirements and standards of *Contract Administration*, *Compliance with Contract Documents*, *Construction Workmanship*, *Safety*, *Stormwater Best Management Practices*, *Cooperation, Professionalism*, *Communication* and *Public Outreach*, and *Subcontracting Performance and Management*.

   Here are definitions for the specified terms within the context of contractor performance areas:

   - *Contract Administration*: Managing all aspects of a construction contract to ensure compliance with its terms and conditions. This includes handling project documentation, managing changes or modifications, e.g., requests for changes, processing payments, monitoring timelines, requests for information, submittals, resolving disputes, and ensuring all parties fulfill their contractual obligations.
   - *Compliance with Contract Documents:* Adherence to the plans, specifications, and other legally binding documents that outline the scope of work, quality standards, and technical requirements. This involves ensuring all construction activities align with approved designs, materials, and regulations specified in the contract.
   - *Construction Workmanship:* The quality and standard of the physical work performed on the project. It reflects the Contractor's ability to deliver durable, precise, and code-compliant construction through skilled labor and proper techniques specified in the contract.
   - *Safety:* Implementing and maintaining measures to protect workers, site visitors, and the public from hazards. This includes compliance with Occupational Safety and Health Administration standards, site-specific safety plans, and accident prevention strategies throughout the project lifecycle.
   - *Stormwater Best Management Practices (BMPs):* Techniques and measures used to control and reduce the impact of stormwater runoff during and after construction. This includes erosion control, sediment barriers, proper waste management, and other strategies to minimize pollution and protect water quality in compliance with environmental regulations.
   - *Cooperation:* The Contractor's ability to work collaboratively and effectively with the City, subcontractors, government agencies, and other stakeholders. This involves being responsive and adaptable and maintaining a solution-oriented approach to project challenges.
   - *Professionalism:* Demonstrating ethical conduct, integrity, and respect in all aspects of the Contractor's work. It includes maintaining a positive work environment, adhering to industry standards, and fostering trust through reliable and responsible business practices.
   - *Communication and Public Outreach:* Providing clear, timely, and accurate information to stakeholders and the public as specified in the Contract Documents. This involves regular project updates, responding to concerns, and maintaining transparency to build positive community relations and ensure all parties remain informed.
   - *Subcontracting Performance and Management:* The contractor's ability to select, oversee, and coordinate Subcontractors to ensure their work meets quality standards, deadlines, and compliance requirements. Effective management includes monitoring performance, enforcing contractual terms, and resolving issues to maintain project continuity.

   The above criteria are not equally weighted. For example, though the Contractor may receive an outstanding rating for Contract Administration, Cooperation, Professionalism and/or Communication, the frequent lapses in safety on the job site or disregard for stormwater compliance resulting in serious injury or damages on site justify the Contractor receiving an overall unsatisfactory rating. Therefore, in the context of the Contractor performance ratings, the definitions can be adjusted to focus more on the quality of the Work, timeliness, and adherence to safety standards than other areas.

2. **Performance Rating -** See below for a breakdown of the Contractor's performance rating definitions. These definitions provide a set of expectations across multiple areas of the Contractor's performance, ensuring the Contractor is evaluated holistically on various critical aspects of contract execution.

   a) Outstanding:

   - Contract Administration: Consistently submits all required documentation on time and maintains proper documentation. Fully adheres to the contract's terms and proactively resolves any issues.
   - Compliance with Contract Documents: Demonstrates full understanding of and strict adherence to Contract Documents. Any changes or deviations are well-communicated and documented.
   - Construction Workmanship: The quality of the Work consistently exceeds expectations, with few to no defects, attention to detail, and thorough craftsmanship.

SAMPLE

- Safety: Safety is a top priority, with zero safety incidents, proactive safety training, and implementing additional safety measures beyond required.
- Storm Water Best Management Practices: Consistently implements and exceeds all environmental guidelines for stormwater management and addresses issues before they arise.
- Cooperation: Fully cooperative with all stakeholders, including the client, Subcontractors, and suppliers, with a strong emphasis on team collaboration and problem-solving.
- Professionalism: Maintains the highest standards of conduct, integrity, and respect in all dealings with stakeholders and regulatory agencies.
- Communication and Public Outreach: Regularly updates stakeholders, responds promptly to concerns, and engages with the public in a respectful and transparent manner. Issues are resolved proactively.
- Subcontracting Performance and Management: Subcontractors are managed effectively, adhering to contract terms and producing high-quality work. Coordination between Subcontractors is seamless.

b) Above Satisfactory:

- Contract Administration: Completes necessary documentation with minimal errors and on time. Any issues or changes are addressed promptly.
- Compliance with Contract Documents: Follows Contract Documents well, with only minor discrepancies or deviations that are communicated and resolved.
- Construction Workmanship: Work quality is generally excellent, with a few minor issues or areas for improvement that are promptly corrected.
- Safety: Strong safety record, with minor issues addressed quickly. Safety practices generally meet or exceed expectations.
- Stormwater Best Management Practices: Stormwater management practices are followed effectively, with few issues. Implements best practices and corrects problems when they arise.
- Cooperation: Works well with all parties, addressing issues with minimal conflict. Collaboration is generally smooth.
- Professionalism: Maintains a professional demeanor, resolving conflicts appropriately, and adhering to industry standards.
- Communication and Public Outreach: Communication is proactive and responsive, with timely updates to stakeholders and the public. Public outreach is effective but could be more frequent.
- Subcontracting Performance and Management: Subcontractors are effectively managed, but minor coordination issues may arise. Work is generally on time and meets the standards.

c) Satisfactory:

- Contract Administration: Documentation is completed as required, with occasional delays or missing information. Issues are resolved, but reminders may be required.
- Compliance with Contract Documents: Generally, complies with contract documents, with occasional deviations addressed upon discovery but may result in delays or minor issues.
- Construction Workmanship: Meets the minimum expected quality, with some defects or areas that could be improved. Issues are typically addressed once raised.
- Safety: Safety protocols are followed, though there may be occasional minor incidents or near-misses. The overall safety record is acceptable but not exemplary.
- Stormwater Best Management Practices: Meets basic requirements for stormwater management but may not always go above and beyond to exceed environmental standards.
- Cooperation: Cooperation with others is generally acceptable but may not be proactive. Occasionally requires intervention to resolve conflicts or issues.

SAMPLE

- Professionalism: Conducts business professionally, though there may be occasional lapses in communication or judgment.
- Communication and Public Outreach: Provides regular updates but may not always engage proactively with stakeholders or the public. Responses are typically timely but occasionally delayed.
- Subcontracting Performance and Management: Subcontractors are managed adequately, though there may be some delays or quality issues. Coordination could be improved.

d) Needs Improvement:

- Contract Administration: Frequently submits documentation late or incomplete. Requires frequent reminders to stay on track with contract requirements.
- Compliance with Contract Documents: Regularly deviates from contract documents or fails to follow specifications. Changes or deviations are not always communicated effectively.
- Construction Workmanship: Work quality does not consistently meet the minimum standards. There are frequent defects or the need for rework.
- Safety: Safety violations occur, or safety protocols are inconsistently followed. There are notable safety incidents or risks that need to be addressed.
- Stormwater Best Management Practices: Fails to comply consistently with stormwater management practices, leading to potential environmental concerns or violations.
- Cooperation: Struggles to cooperate with others, leading to frequent conflicts, delays, or miscommunications.
- Professionalism: Displays unprofessional behavior, including poor communication, lack of respect for other stakeholders, or failure to resolve conflicts properly.
- Communication and Public Outreach: Communication is often reactive rather than proactive, failing to inform stakeholders or the public promptly or transparently.
- Subcontracting Performance and Management: Subcontractors are not properly managed, leading to frequent delays, quality issues, or resource mismanagement.

e) Unsatisfactory:

- Contract Administration: Consistently fails to submit required documentation, and there are significant discrepancies or ongoing issues with contract compliance.
- Compliance with Contract Documents: Major deviations from contract documents are frequent and unaddressed. The Contractor fails to follow essential specifications or standards.
- Construction Workmanship: The quality of the Work is consistently poor, with widespread defects and the need for significant rework. It is below industry standards.
- Safety: Serious safety violations or significant incidents affecting worker safety or project progress. Safety regulations are often ignored or not implemented.
- Stormwater Best Management Practices: Failure to implement or adhere to environmental best practices leads to violations or significant environmental impacts.
- Cooperation: Exhibits a lack of cooperation, leading to frequent conflicts with stakeholders, delays, and disruptions in project progress.
- Professionalism: Consistently unprofessional behavior, lack of integrity, failure to meet basic expectations for respect and conduct.
- Communication and Public Outreach: Poor or nonexistent communication, leaving stakeholders or the public uninformed. Issues are ignored or not addressed on time.
- Subcontracting Performance and Management: Subcontractors are poorly managed, leading to significant delays, quality issues, or violations of contract terms. Coordination and oversight are lacking.

SAMPLE

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

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

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. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, and Final Design) and proposed durations.

4.1.2. Pipeline alignment, sizes and locations of appurtenances.

4.1.3. Traffic Control Approach- The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).

4.1.4. Storm Water Pollution Control Best Management Practices

4.1.5. Quality Assurance/Quality Control Plan (QA/QC Plan)- The Design-Builder shall submit a QA/QC Plan specifically developed for this project. The Design-Builder's QA/QC Plan shall comply with the City's Quality Assurance/Quality Control Plan Guidelines (see attached Contract for Guidelines). The QA/QC Plan shall describe the tools, process, and resources the Design-Builder shall use to ensure that it provides facilities that meet the requirements of the Contract.

4.1.6. Phasing and Coordination with Adjacent Projects (part of bridging documents)

4.1.7. Curb Ramp Design and Installation plan pursuant to the Access Law Compliance Section's Preliminary Engineering Assessment Report and clarification amendment memo regarding changes to the 2020 California Building Code requirements (part of the bridging documents) and highlight any modification, if any.

4.1.8. Permit: the Design-Builder shall identify what permits are required and what is the proposed plan/timeline to obtain the required permit(s)

4.1.9. Paving Restoration

4.1.10. Water Highlining Plan

4. Construction Plan (30 Points Max)

4.1. Describe the proposed construction plan for this Project, including the following, at a minimum:

4.1.1. Construction approach and methods

4.1.2. Plan for operation of facility during construction

4.1.3. Plan for phasing of construction activities and how completion of construction activities in conflict with El Camino Real to ViaDeLaValle (1/2mile) will be prioritized.

4.1.4. General plan for functional testing and start-up.

4.1.5. Proposed safety program

4.1.6. Proposed emergency response plan

4.1.7. Proposed construction schedule

4.1.8. Traffic Control Management

4.1.9. Community Impact

4.1.10. Estimate the following quantities amounts need to complete the entire project, per your proposed design and construction methods. Quantities will only be used to evaluate the Technical Portion of the RFP. The actual quantities will vary during the actual design and construction of the project:

4.1.10.1. Asphalt Pavement Repair (Ton)

4.1.10.2. Pavement Restoration Adjacent to Trench (SF)

4.1.10.3. Potholing (EA)

5. Equal Opportunity Contracting Program (25 Points Max)

5.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.

5.2. Subcontractor Documentation

5.2.1. 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.		

8. Reference Checks (5 Points Max)

8.1 Three references are required.

TOTAL POINTS: 100

9. Review of Technical Proposal

9.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

10. Final Selection Based on Weighted Criteria

11.1 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:

11.2. 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:

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

11.3. 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.

11.4. 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.

11.5. 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) x 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	10.00	$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 **Via De La Valle Pipeline**, 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.

Design-Builder must complete and submit the Excel Price Proposal Sheet as a General Attachment.

The Price Proposal Forms, including the following forms must be submitted as the Cost File in PlanetBids.

1. TOTAL PRICE FOR DESIGN-BUILD PROPOSAL
2. DESIGN-BUILD LIST OF SUBCONTRACTORS
3. SUBCONTRACTORS FOR ALTERNATES
4. DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

TOTAL PRICE FOR DESIGN-BUILD PROPOSAL

Total Price For Design-Build Proposal, (Excel Price Proposal Sheet items 1 through 11, inclusive) plus Additive Alternate A item 1 through 1, (Excel Price Proposal Sheet Alternates, inclusive) amount written in words:

_____

Design-Builder:_____

Title:_____

Signature:_____

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

_____

_____

_____

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

NOTES:

A. The Contract Price to be used in the selection process as described in Attachment G of the RFP.

B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone or for the Base Proposal plus one or more Alternates.

C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **nonresponsive**. Alternative proposals will not be considered unless called for.

D. Subcontractors' License Numbers must be filled in on the Design-Build List of Subcontractors. Failure to provide the information specified may deem the bidder **nonresponsive**.

E. The Excel Spreadsheet named "Price Proposal Sheet" in the Documents tab of PlanetBids must be downloaded, completed, and submitted within the General Attachments section in PlanetBids.

F. Only Unit Prices must be filled in on the Excel Price Proposal Sheet. Other boxes are not altered. The Extension boxes will automatically calculate the total of the Unit Price x Quantity. The Total boxes will automatically calculate the total of all Extension prices.

G. The Design-Builder's failure to submit a price shall render the Proposal **nonresponsive** and ineligible for award.

H. 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.

I. All Extension prices and the Total will be subject to verification by the City.

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 of0.5% 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 SDVOSB①	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____								
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

SUBCONTRACTORS FOR ALTERNATES

***** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY *****
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (*example*: Deductive Alternate B - Only one Alternate and Sub per line)	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
	Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____					
	Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____					
	Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____					
	Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____					

SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

Form AA10 – Design-Build List of Subcontractors Additive/Deductive Alternate To Be Included in Price Proposal Only

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Chapter 10 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIAL OR SUPPLIES	DIR Registration Number	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED②
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____							
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____							

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

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

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

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

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

Form AA25 – Design-Build Named Equipment/Material Supplier List to be Included in the Price Proposal Only

JOBS COORDINATOR DESIGNATION FORM

JOBS COORDINATOR. A Jobs Coordinator is an independent third-party individual, entity or employee with whom the Prime Contractor contracts with or employs to assist with: achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5; fulfilling the Work Opportunities Program as set forth in Article 22; and Helmets to Hardhats participation as set forth in Article 23. Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor pursuant to the PLA, Article 22 Section 22.2 (f). The Prime Contractor must submit a Jobs Coordinator Designation Form prior to award of a Covered Project or each time it is assigned a Task Order that is considered a Covered Project.

List the applicable Jobs Coordinator information below.

Legal Name and Full Street Address of Jobs Coordinator Firm (or list Prime Contractor if self-performing)	Name of Individual Acting as Jobs Coordinator	Phone number of Jobs Coordinator	Email address of Jobs Coordinator
The Solis Group 3452 E Foothill Blvd / Suite 200 Pasadena, CA 91107 USA	Katie Rich	(626)372-5021	krich@thesolisgroup.com

Bidder Signature: _____ Dated: 3/30/2026

JOBS COORDINATOR QUALIFICATIONS. Jobs Coordinator qualifications may include, but are not limited to, the following:

A. 3 years' experience providing Jobs Coordinator services.
B. Possess working relationships with the San Diego Building and Construction Trades Council, Veteran Worker organizations, and signatory craft councils and unions operating within the County of San Diego by describing previous interactions, relationships, and partnerships with these parties/groups.
C. Demonstrate experience with Targeted and/or Veteran Worker populations.
D. Experience working with services of the Center for Military Recruitment, Assessment and Veterans Employment and "Helmets to Hardhats" programs.

JOBS COORDINATOR RESPONSIBILITIES. The Prime Contractor may require the selected Jobs Coordinator to perform a list of duties that include, but are not limited to, the following:

A. Develop, create, design, and market specific programs to attract Local, Targeted and/or Veteran Workers for construction opportunities (e.g. handouts and fliers for "walk-ins" demonstrating program entrance procedures).
B. Coordinate services for contractors to use in the recruitment of Local, Targeted and/or Veteran Workers.
C. Conduct orientations, job fairs, and community outreach meetings in the local community.
D. Distribute the City of San Diego Targeted Worker Survey Form.
    a. Screen Targeted and/or Veteran Workers status.
E. Establish a referral and retention tracking mechanism for placed Local, Targeted and/or Veteran Workers and apprentices.
F. Network with the various work source centers, community organizations, and other non-profit entities that provide qualified Local, Targeted, and/or Veteran Workers.
G. Coordinate with the various building trades crafts for referral and placement of Local, Targeted, and/or Veteran Workers.
H. Maintain a database of pre-qualified Targeted and/or Veteran Workers for referral.
I. Be the point of contact to provide information about available job opportunities on projects.
J. Assist all subcontractors, regardless of tier, with their documentation efforts and other reports as it relates to their Local, Targeted and/or Veteran Worker hiring goals.
K. Work closely with the City, the building trades, and all contractors in achieving and/or exceeding the Local Worker goal and voluntary Targeted Worker participation.

JOBS COORDINATOR DELIVERABLES. The Prime Contractor may require the selected Jobs Coordinator to provide, on a monthly basis, an update of Jobs Coordinator activities via email, including but not limited to:

A. Number of Local, Targeted and/or Veteran Worker placements made.
B. Contractor availability for sponsoring new Local, Targeted and/or Veteran Workers.
C. Spotlight photos and interviews with Local, Targeted and/or Veteran Workers.
D. Activities that have been completed to achieve the Local Worker goal and voluntary Targeted Worker participation.
E. Identification of any workers who meet the Local, Targeted and/or Veteran status that are available for placement.

ATTACHMENT I

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this ___ day of ___, 2026, by and between The City of San Diego [City], a municipal corporation, and McCarthy Building Companies, Inc. [Design-Builder], for the purpose of designing and constructing the **Via De La Valle Pipeline** (Project) in the total **Ten Million Four Hundred Fifty Eight Thousand Eighty Three Dollars and Zero Cents ($10,458,083.00)**, which is comprised of the Base bid of an amount not to exceed $921,500.00 for Phase I, $ 8,686,583.00 for Phase II and $850,000.00 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-26-2215-DB1-3** for **Via De La Valle Pipeline,** 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 additional Phases, unless and until Design-Builder is issued a Notice to Proceed for each additional Phase 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 Section 22.3102 authorizing such execution.

CONTRACTOR

By _____

Print Name: Robert Betz

Title: Executive Vice President

Date: April 28th, 2026

City of San Diego License No.: B1995012120

State Contractor's License No.: 411173

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001840

THE CITY OF SAN DIEGO

By: _____

Print Name: Claudia C. Abarca

Director

Purchasing & Contracting Department

Date: May 26, 2026

APPROVED AS TO FORM
Heather Ferbert, City Attorney

By: _____

Print Name: Bonny Hsu

Deputy City Attorney

Date: 5/28/26

ATTACHMENT J

PROJECT LABOR AGREEMENT

ORIGINAL

CITY OF SAN DIEGO

PROJECT LABOR AGREEMENT

FOR

CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS

AND OTHER PROJECTS

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CITY OF SAN DIEGO

PROJECT LABOR AGREEMENT
FOR
CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS
AND OTHER PROJECTS

This Project Labor Agreement ("PLA") is entered into by and between the City of San Diego ("City"), the San Diego County Building and Construction Trades Council, AFL-CIO ("Council"), and the signatory Craft Unions ("Unions").

ARTICLE 1
RECITALS

WHEREAS, this PLA will be beneficial to the efficient delivery of City-procured projects included in the City's adopted Capital Improvements Program budget and other projects specifically identified by the City that are of regional significance critical to the safety, economic sustainability, and quality of life of the citizens of San Diego; and

WHEREAS, the City is committed to creating programs that provide access to a skilled and trained workforce and address the needs of underserved groups who have historically experienced significant barriers to participating in employment within the construction industry. Through the construction of City-procured projects included in the City's adopted Capital Improvements Program budget, the City aims to create economically sustainable benefits to the region, derived from employment and training programs to help individuals that are historically marginalized. The City supports policies that create careers, advance equity, and assist vulnerable individuals located in underserved communities; and

WHEREAS, the City desires the completion of the Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of Covered Projects are of the utmost importance to the San Diego region; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Covered Projects; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Covered Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Covered Projects and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Projects, and the Contractors agree not to engage in any lockout; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training, and employment of Local Workers and Targeted Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. The City, Contractors and Unions will encourage Local Workers and Targeted Workers to participate in Covered Projects through programs and procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Covered Projects through the referral programs sponsored and/or supported by the Parties to this PLA; and

WHEREAS, the Covered Projects will provide opportunities for Disadvantaged Businesses to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the City, the Project Labor Coordinator, Contractors and other organizations retained by the City for this purpose, to encourage and assist the participation of Disadvantaged Businesses in the Covered Projects. Specifically, Contractors and Unions understand that the City has established and quantified goals which place a strong emphasis on the utilization of Disadvantaged Businesses on Covered Projects. The City, Contractors and Unions shall participate in outreach programs and provide education and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such Disadvantaged Businesses, Local Workers and Targeted Workers; and

WHEREAS, it is further understood that the City shall administer the obligations under this PLA to ensure that the benefits of the PLA flow to all signatory Parties, Contractors, craft persons working under it, and residents of the San Diego region. The City may designate a Project Labor Coordinator, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with the PLA. The Project Labor Coordinator, as the authorized representative of the City, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

ARTICLE 2
DEFINITIONS

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below. All definitions include both singular and plural forms.

"Applicable Prevailing Wage Laws" means the prevailing wage laws, regulations, and determinations applicable to a Covered Project pursuant to the State of California Labor Code and/or the Davis-Bacon Act and related federal laws.

"Apprentice" means an apprentice properly registered in an Apprenticeship Program for the entire time they are employed on a Covered Project.

"Apprenticeship Program" means an apprenticeship program (i) approved by the State of California's Division of Apprenticeship Standards; (ii) registered with the U.S. Department of Labor; or (iii) registered with a State Apprenticeship Agency granted authority by the U.S. Department of Labor to register apprenticeship programs for federal purposes, pursuant to 29 CFR Part 29.

"Apprenticeship Readiness Program" means an apprenticeship readiness program authorized by North America's Building Trades Unions and the Council to teach the Multi-Craft Core Curriculum (MC3) and prepare Local Workers and Targeted Workers for entry into Apprenticeship Programs.

"City" means the City of San Diego.

"Contractor" means the Prime Contractor and any subcontractor of any tier awarded Covered Work. The term "Contractor" includes any individual, firm, partnership, corporation, owner operator, consultant or combination thereof, including joint ventures, performing Covered Work.

"Core Employee" is defined in Article 4, Section 4.6(a).

"Council" means the San Diego County Building & Construction Trades Council.

"Covered Contract" means a prime contract or subcontract awarded for performance of Covered Work.

"Covered Professional Services Agreement" means either (1) a project specific consultant agreement for an individual Covered Project that includes Covered Work or (2) the following specialized as-needed consultant agreements that include Covered Work: (a) as needed construction management services; (b) as-needed geotechnical engineering services; (c) as-needed land surveying, mapping, and digitizing services; and (d) as-needed material testing services.

"Covered Project" means either: (1) a City-procured construction project included in the City's adopted Capital Improvements Program budget that is advertised with a City-estimated construction contract value of: (a) at least $5 million in the first and second years of this PLA (July 1, 2024 to June 30, 2026); or (b) more than $1 million thereafter; or (2) a construction project that is not procured by the City, but which is enumerated on Attachment A and for which a bid is advertised during the term of this PLA. The City Council may, by resolution at its sole discretion, include other construction projects for coverage under the PLA or exclude a Covered Project from coverage under the PLA.

"Covered Work" means construction work on a Covered Project, except for work that is excluded under a specific exemption in this PLA. Covered Work also includes work identified as requiring payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester in a Covered Professional Services Agreement. The scope of work includes: making precise measurements to determine relative position or as-built locations; providing stakes, markers, or similar information for location or construction in support of construction operations; field surveying services to support work performed under the direction of a Licensed Land Surveyor or Civil Engineer; field inspections and testing for reinforced concrete, soils, structural masonry, prestressed concrete, structural steel and welding, and other construction materials used in buildings, roads, and related projects. In the event work is referred to by such terms as "quality control" or "quality assurance," such work shall be included under the PLA if it satisfies the above criteria.

"Disadvantaged Business" means a business that is either: (1) a Disadvantaged Business Enterprise pursuant to 49 C.F.R §26.5 that has been certified by either the California Department of Transportation ("Caltrans") or a Caltrans-approved California certifying agency; (2) a Minority Business Enterprise or a Woman Business Enterprise certified by Caltrans, a Caltrans-approved certifying agency or the California Public Utilities Commission ("CPUC"); or (3) a Small Local Business Enterprises or Emerging Local Business Enterprises certified by the City of San Diego.

"Jobs Coordinator" means an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker and Targeted Worker goals set forth in Section 4.5 of this PLA. The City may elect to assign City staff to perform the duties of the "Jobs Coordinator."

"Local Worker" means an individual domiciled in San Diego County, CA or a Veteran residing anywhere. "Domiciled" has the meaning set forth in section 349(b) of the California Election Code, indicating a fixed address with intent of continued residency.

"Master Agreement" means the local master labor agreement of a Union.

"Parties" means the City, the Council, and Unions.

"Prime Contractor" means the contractor awarded a Covered Contract in privity directly with the City.

"Project Labor Coordinator" means the designee(s) of the City, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with this PLA and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

"Targeted Worker" means any individual qualifying for one or more of the following categories, at initial time of employment on the Covered Project in question:

(a) is a Veteran;

(b) is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program;

(c) has no high school diploma or general education diploma (GED);

(d) is homeless or has been homeless within the last year;

(e) is a former foster youth;

(f) is a custodial single parent;

(g) is experiencing protracted unemployment (defined as receiving unemployment benefits for at least three months);

(h) is a current recipient of government cash or food assistance benefits;

(i) has a documented income at or below 100 percent of the Federal Poverty Level;

(j) has spent time in a jail, a youth correctional facility or a prison; or

(k) is a graduate of an Apprenticeship Readiness Program approved to use the Multi-Craft Core Curriculum (MC3).

"Union" means any labor organization signatory to this PLA.

"Veteran" means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. §4215(a)).

"Workforce Dispatch Request Form" means the project-specific form by which Contractors request workers from the Union hiring halls on Covered Projects, an example of which is attached as Attachment C-1.

ARTICLE 3
SCOPE OF THE PLA

Section 3.1 This PLA is limited to covering all onsite construction work on Covered Projects within the scope of each Covered Contract.

Section 3.2 Exclusions. Items specifically excluded from the scope of this PLA include the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel (subject to definition of Covered Work), timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees.

(b) Off-site manufacturing, fabrication, maintenance, hauling of equipment, machinery, or materials, and hauling of recyclable metals, such as copper, steel, and aluminum, that have been separated from other materials at the Covered Project jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser as defined in Labor Code section 1720.3. However, any lay down or storage areas for equipment, materials, and manufacturing (*i.e.*, prefabrication) sites dedicated solely for the Covered Project, on-site fabrication, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Covered Project in temporary yards or areas near the jobsite. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Covered Project. Hauling and delivery of materials used for paving, grading, and fill (which include ready-mixed concrete, soil, sand, gravel, rocks, and asphalt) onto a Covered Project jobsite are included under the PLA if the individual driver's work is integrated into the flow process of construction. Hauling of refuse from the Covered Project jobsite will also be covered by the terms and conditions of the PLA to the fullest extent allowed by law and by the prevailing wage determinations of the California Department of Industrial Relations.

(c) All employees of the City and Project Labor Coordinator.

(d) Employees of design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for the City (including, but not limited to, project managers, resident engineers, construction managers and their employees) and their sub-consultants,

and other employees of professional service organizations, not performing manual labor within the scope of this PLA.

(e) Any as-needed professional services agreement that does not meet the definition of Covered Professional Services Agreements, even if the agreement includes surveying and inspection work that requires payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester.

(f) Any professional services agreement that was awarded prior to the effective date of the PLA. This exclusion also includes any subsequent amendment to a professional services agreement awarded prior to the effective date of the PLA that is necessary to complete a construction project.

(g) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, City, private utilities or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to the City).

(h) Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment, if required by the warranty agreement in order to maintain the warranty or guarantee, and provided that the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice. Any work to be excluded pursuant to this subsection shall be identified and discussed at the relevant pre-job conference. Upon request from the Council, the City shall review with the vendor whether installation or application may be performed pursuant to terms of the PLA without affecting the status of the warranty.

(i) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days' notice shall be given to the Council before any work is performed pursuant to this exemption.

(j) Laboratory testing work.

(k) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with Covered Projects.

(l) Work on emergency contracts awarded pursuant to San Diego Municipal Code (SDMC) sections 22.3108 or 22.3208.

(m) Work on a construction project that was not procured by the City except a project that is specifically enumerated as a Covered Project on Attachment A or is subsequently included and approved by the City Council by resolution at its discretion during the effective dates of this Agreement.

Section 3.3 Awarding of Contracts.

(a) The City has the absolute right to bid or award Covered Contracts regardless of delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.

The solicitation of bids shall be based upon the same terms, conditions and scope of work requested of all potential bidders.

(b) It is agreed that all Contractors awarded Covered Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this PLA by executing a Letter of Assent as set forth in Attachment B hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Covered Projects without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

(c) The City and all Contractors awarded Covered Work agree that, to the extent permitted by law and consistent with the economy and efficiency of construction and operation, they will use best efforts to purchase materials, equipment, and supplies that will not create labor strife. Under all circumstances, however, the City and Contractors shall retain the absolute right to select Contractors for the award of contracts and subcontracts on all Covered Projects.

Section 3.4 Coverage Exception. The Parties agree and understand that this PLA shall not apply to any Covered Project or portion thereof that would otherwise be covered by the PLA if a governmental agency or granting authority partially or fully funding such work determines that it will not fund the Covered Project if it is covered by this PLA. The City agrees that it will make a reasonable effort to establish the inclusion of this PLA with any governmental agency or granting authority funding a Covered Project.

Under no circumstance shall the City be required to forgo project funding due to potential application of this PLA. In such instance, the PLA and its terms shall not apply.

Section 3.5 Master Agreements.

(a) The provisions of this PLA, including the Master Agreements (which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Covered Project, as such may be changed from time to time consistent with Section 21.3, and which are incorporated herein by reference), shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Master Agreement, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Master Agreement and not covered by this PLA, the provisions of the Master Agreement shall apply. Any dispute as to the applicable source between this PLA and any Master Agreement shall be resolved under the procedures established in Article 10.

(b) This PLA, together with the referenced Master Agreements, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA. Provided, however, that pursuant to Section 6.2, the Contractor may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA for work on Covered Projects and/or expand its obligation to make contributions pursuant thereto. It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning work on Covered Projects.

Section 3.6 The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Covered Projects, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Covered Projects specifically covered by this PLA.

Section 3.7 Binding Signatories Only. This PLA and Letter of Assent shall only be binding on Contractors in the performance of Covered Work, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Contractors.

Section 3.8 Other City Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this PLA, which may be performed by the City employees or contracted for by the City for its own account, on its property, or in and around a project site.

Section 3.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the City or Project Labor Coordinator and/or any Contractor.

Section 3.10 Completed Covered Projects. As portions of Covered Projects are completed, this PLA shall have no further force or effect on such portions of projects, except where the Contractor is directed by the City or its representatives to engage in repairs, modification and/or check-out functions required by its contract(s) with the City.

Section 3.11 Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages and Lockouts), Article 8 (Work Assignments and Jurisdictional Disputes) and Article 10 (Settlement of Grievances and Disputes) of this PLA, which shall apply to such work.

ARTICLE 4
UNION RECOGNITION AND EMPLOYMENT

Section 4.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Covered Projects. Such recognition does not extend beyond the period when the employee is engaged in Covered Projects.

Section 4.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article.

The Contractor shall also have the right to reject any applicant referred by a Union for any lawful reason, subject to any reporting time requirements of the applicable Master Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

Section 4.3 Referral Procedures.

(a) For Unions having a job referral system contained in a Master Agreement, the Contractor agrees to comply with such system, and such system shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of Local Workers, Targeted Workers, and utilization of Disadvantaged Businesses on the Covered Projects, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the City to identify and refer competent craft persons as needed for Covered Work, and to identify individuals, particularly local residents, for entrance into Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals, particularly Local Workers and Targeted Workers, in qualifying and becoming eligible for such Apprenticeship Readiness Programs and Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Covered Projects to any other Contractor.

Section 4.4 Non-Discrimination in Referral, Employment, and Contracting. The Parties and Contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, ethnicity, color, ancestry, religious creed, national origin, sexual orientation, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, genetic information, gender,

gender identity, gender expression, military and veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation or membership in a labor organization in hiring and dispatching workers for the Covered Projects. The Parties and Contractors will ensure that the evaluation and treatment of their employees, members, and applicants for employment or membership are free from such discrimination, harassment, and retaliation. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of Disadvantaged Businesses. The Parties and Contractors shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA that may appear to interfere with Disadvantaged Businesses successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the City's policies and commitment to its goals for the significant utilization of Disadvantaged Businesses as Contractors, vendors or suppliers on Covered Projects.

Section 4.5 Employment of Local Workers and Targeted Workers.

(a) In recognition of the City's mission to maximize employment opportunities for Local Workers and Targeted Workers, Unions and Contractors agree that Local Workers, as well as Targeted Workers, to the extent such status is known, shall be first referred for Covered Projects. The list of qualifying zip codes for Local Workers will be posted on the City's website, as indicated in the Workforce Dispatch Request Form.

(b) The Contractors and Unions agree to work together to achieve a goal of at least thirty percent (30%) of the total construction craft hours worked on each Covered Project being performed by Local Workers, if the Covered Project does not receive federal funding, or if local hiring requirements are pre-approved by federal funding sources. If the Covered Project receives federal funding and local hiring requirements have not been pre-approved by the federal funding source(s), the aforementioned goal will be based on the total construction craft hours worked performed by California residents and shall not consider the craft hours worked by residents of states other than California.

(c) The Contractors and Unions agree to increase participation of Targeted Workers on each Covered Project. Strategies and outcomes for increasing such participation will be reported annually by the Project Labor Coordinator with support and assistance from Contractors and Unions.

(d) Contractors shall attempt to satisfy the goals set forth in Section 4.5(b) by (i) assigning current craft employees who are Local Workers to perform Covered Work; (ii) if necessary, requesting referral of Local

Workers from Union hiring halls (using the Workforce Dispatch Request Form) and Apprenticeship Programs; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources, in compliance with Section 4.7. Contractors that follow these procedures in good faith and with concerted efforts to identify and retain Local Workers shall not be considered in non-compliance for failure to meet the goals set forth in Section 4.5(b).

(e) Covered Professional Services Agreements entered into by the City for covered surveying or inspection services, which are separate and apart from the Covered Contract for a Covered Project, are exempt from the foregoing Local Worker and Targeted Worker hiring goals.

(f) To facilitate the dispatch of Local Workers and Targeted Workers, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form. When Local Workers and Targeted Workers are requested by a Contractor, the Unions will refer Local Workers, and Targeted Workers to the extent such status is known, regardless of their place in the Union hiring halls' list and normal referral procedures.

(g) The Project Labor Coordinator shall work with the Unions and Contractors in the administration, monitoring, and reporting of the foregoing Local Worker hiring goals.

Section 4.6 Core Employees. This Section only applies to Contractors who are not signatory to an applicable Master Agreement.

(a) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be a journeyperson and appear on the Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee. The date a Core Employee is designated is the date the Core Employee list is submitted to the Project Labor Coordinator and Union prior to the Contractor commencing work; and

(2) A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.

(b) Core Employee Hiring Procedure for Disadvantaged Businesses. The Parties recognize the City's interest in promoting competition and inclusion of Disadvantaged Businesses, which may not be signatory to a current Master Agreement. In order to promote participation and attract Disadvantaged Businesses to work under this PLA, and subject to the limitations set forth below, each Contractor that is a Disadvantaged Business may first employ three (3) of its Core Employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall.

The foregoing Core Employee hiring procedure for Disadvantaged Businesses is subject to the following limitations:

(1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee hiring procedure on subcontracts with a value of $500,000 or less; and

(2) The total value of all subcontracts utilizing the foregoing Core Employee hiring procedure shall not exceed ten percent (10%) of the total value of any Covered Project; and

(3) Each Disadvantaged Business performing work as a subcontractor is limited to using this hiring procedure for one subcontract per Covered Project.

The City may at its sole discretion modify the above Core Employee limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

In order to assist the Project Labor Coordinator in monitoring compliance with this Section, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator describing each Disadvantaged Business subcontract that qualifies for the foregoing hiring procedure prior to work commencing.

(c) Contractors who do not qualify for the hiring procedure for Disadvantaged Businesses set forth in Section 4.6(b), and who are not otherwise signatory to a current Master Agreement, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of three (3) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article. Contractors employing more than fifty (50) craft workers at the same time in a specific trade on a Covered Project may hire an additional two (2) Core Employees.

Section 4.6 only applies to Contractors who are not directly signatory to a current Master Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Covered Contract at a Covered Project site.

(d) Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment C-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project, except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees until 30 calendar days after the list is provided to the Project Labor Coordinator and Union having jurisdiction over the work.

(e) Upon request by any Party to this PLA, a Contractor hiring one or more Core Employees shall provide satisfactory proof (*i.e.*, payroll records, quarterly tax records, and such other documentation) evidencing Core Employees' qualifications as such to the Project Labor Coordinator and the Council.

(f) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Master Agreements to call for specific employees by name.

(g) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

Section 4.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including Local Workers and Targeted Workers) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 4.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants in conformance with remaining provisions of this Article 4. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

Section 4.9 Union Membership. Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing Covered Work under this PLA. Nothing in this Section 4.9 is intended to supersede independent requirements of the applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors who are performing work on Covered Projects. Contractors otherwise signatory to such Master Agreements shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement.

Section 4.10 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Master Agreements. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

ARTICLE 5
UNION ACCESS AND STEWARDS

Section 5.1 Access to Project Sites. Authorized representatives of the Union shall have access to Covered Projects, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 5.2 Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 5.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline

shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 5.4 Employees on Non–Covered Projects. On work where the personnel of the City or its contractors may be working in close proximity to the construction activities covered by this PLA on non-covered projects, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with City personnel, or with personnel employed by any other employer not performing Covered Work.

ARTICLE 6
WAGES AND BENEFITS

Section 6.1 Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the Applicable Prevailing Wage Laws.

Section 6.2 Benefits.

(a) Subject to the exception set forth below for Disadvantaged Businesses, otherwise, for all employees performing Covered Work, Contractors shall pay, at a minimum, all employee fringe benefits and other required Contractor contributions to the established Union employee benefit funds in the amounts required by Applicable Prevailing Wage Laws. In addition, the Contractors and Unions agree that only such bona fide employee benefits that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor for performance of Covered Work.

(b) Union Benefit Fund Contributions for Disadvantaged Businesses. Disadvantaged Businesses not otherwise signatory to a Master Agreement are exempt from the requirement of subsection (a) to pay fringe benefits and other required Contractor contributions on behalf of their Core Employees to the Union employee benefit funds, subject to the following exemption limitations:

(1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee exemption on subcontracts with a value of $500,000 or less; and

(2) The total value of all subcontracts utilizing this exemption shall not exceed ten percent (10%) of the total value of any Covered Project; and

(3) Each Disadvantaged Business performing work as a subcontractor is limited to using this exemption for one subcontract per Covered Project.

The City may at its sole discretion modify the above Union Benefit Fund Contribution limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

Disadvantaged Businesses are required to pay all fringe benefits and other required Contractor contributions to the established Union employee benefit funds for all employees other than their Core Employees, and must comply with the Applicable Prevailing Wage Laws, including the payment of fringe benefits, for all employees performing Covered Work.

(c) Where benefits payments are required by subsection (a), the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, Union trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.

(d) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Union trust(s) and benefit funds prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City and/or the Prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

(e) Notwithstanding any other provisions, this PLA is an agreement under Section 8(f) of the National Labor Relations Act (NLRA),

which covers work performed in the building and construction industry. In addition, the work performed under this PLA qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended as well. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this PLA does not qualify for the ERISA Construction Industry Exemption authorized by Section 4203 (B)(1)(i), as amended, 29 U.S.C. § 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. § 1383(b)(1)(B)(ii), and to recognize the work performed under this PLA to qualify for the Construction Industry Exemption, the Contractors signatory to this PLA will not be obligated to make pension fund contributions to that Fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non- exempt Fund to the employees' wages or other bona fide retirement plan program pursuant to Applicable Prevailing Wage Laws.

Section 6.3 Wage Premiums. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this PLA, except to the extent provided for in any Applicable Prevailing Wage Laws.

Section 6.4 Compliance with Prevailing Wage Laws. All complaints regarding possible violations of Applicable Prevailing Wage Laws may be referred to the City's Prevailing Wage Program for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any Party to the State Labor Commissioner. To facilitate compliance with Applicable Prevailing Wage Laws, each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) days of their request.

ARTICLE 7
WORK STOPPAGE AND LOCKOUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Covered Projects, or which interferes with or otherwise disrupts Covered Projects, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy

strikes, and jurisdictional strikes, whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire for performance of Covered Work.

Section 7.3 Standing to Enforce. The City and any Contractor affected by an alleged violation of this Article shall have standing and the right to enforce the obligations established herein.

Section 7.4 Expiration of Master Agreements. If a Master Agreement between a Union-signatory Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified Master Agreement, the Unions agree that they will not strike the Contractor on any Covered Project, and the Union and the Contractor agree that the expired Master Agreement will continue in full force and effect for the Covered Projects until a new or modified Master Agreement is put in place between the Union and the Contractor. If the new or modified Master Agreement between the Union and the Contractor provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this PLA and the Applicable Prevailing Wage Laws, with any retroactive terms of the new or modified Master Agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at no cost to the City. All employees shall continue to work and to perform all their obligations with respect to Covered Projects despite the expiration of any Master Agreement. Should a Contractor engaged in Covered Projects enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for a Master Agreement, such interim agreement shall be utilized by that Contractor for Covered Projects, subject to the provisions of Section 21.3.

Section 7.5 No Lock Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Covered Projects during the term of this PLA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this PLA, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend, or discontinue any Covered Projects or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

(a) If a Contractor or the City contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Expedited Enforcement Procedure. Any Party, including the City, which is an intended beneficiary of this Article, and affected Contractors, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The party, including any affected Contractor, invoking this procedure shall notify Robert Hirsch, who has been selected by the Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or John Kagel, as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Contractor or Union alleged to be in violation, and to the Project Labor Coordinator and Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or their alternate shall sit and hold a hearing within seventy-two (72) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.

(c) The arbitrator shall notify the disputing parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion,

shall not exceed twenty- four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any of the disputing parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in Section 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all disputing parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all disputing parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all disputing parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be sent to all disputing parties.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties and Contractors to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the disputing parties.

Section 7.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage or other disruption to a Covered Project has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the Covered Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following

such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non- complying Union(s) shall each pay a sum as liquidated damages to the City, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Covered Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) an amount equal to the total hourly wages and benefits lost for all affected employees of the Contractor on Covered Projects. In addition, the Contractor shall pay an additional sum per shift to the City, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor has not been completed.

(c) The Parties agree that project delays caused by violations of this Article will cause the City to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article, the disputing party in breach shall pay to the City the sum of not less than $10,000.00 and no more than $20,000.00 per shift, as determined by the arbitrator, from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the Covered Project is no longer disrupted. The payment, when made, shall constitute a damages remedy of the City for the delay specified, but shall not prevent the City from seeking injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the City pursuant to section 1671 of the California Civil Code.

Section 7.9 Payroll and Benefit Delinquencies. Notwithstanding other provisions of this PLA, it shall not be a violation of this PLA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Master Agreement, or fails to make

timely payments to the applicable Union benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Council and the Union under Section 7.1 to refrain from picketing or other disruption of Covered Projects.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator and the City labor compliance program for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with the City, and applicable law.

ARTICLE 8
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns, or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 All jurisdictional disputes on a Covered Project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions with regard to Covered Work.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of Thomas Pagan, Robert Hirsch, and John Kagel, and the arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 8.4 Pre-job Conference. It is required that a pre-job conference be held not later than ten (10) calendar days prior to the start of work by each Contractor for the Covered Project in accordance with the procedure described in Article 16.

ARTICLE 9
MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights. The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Covered Projects without any limitations unless expressly limited by a specific

provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct, and control operations of all work; and

(b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and

(d) Discharge, suspend, or discipline their own employees for just cause; and

(e) Utilize, in accordance with the City's approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and

(f) Assign and schedule work at their discretion; and

(g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights. In addition to the following and other rights of the City enumerated in this PLA, the City expressly reserves its management rights and all the rights conferred on it by law and contract. The City's rights (and those of the Project Labor Coordinator on its behalf) include, but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and

(b) At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Projects at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City and/or to mitigate the effect of ongoing Covered Projects on businesses and residents in the neighborhood of the Covered Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole

judgment, to meet Covered Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the Prime Contractor and affected Unions with reasonable notice of any changes it requires pursuant to this section); and

(c) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and

(d) Investigate and process complaints or disagreements, through the Project Labor Coordinator.

Section 9.3 Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the City and/or manufacturer's personnel or certified specialist contractor. The Unions agree that such equipment is to be installed without incident and without violation of this PLA.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Covered Projects. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Union concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a

particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Contractor and Union shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This PLA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to the Covered Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete construction of the Covered Projects economically, efficiently, continuously, and without any interruption, delays, or work stoppages.

(b) The City, the Contractors, Unions, and employees collectively and individually, realize the importance of maintaining continuous and uninterrupted performance of Covered Projects, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the grievance parties to ensure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions, complaints or alleged violations of this PLA, which includes questions, complaints or alleged violations of any applicable provisions of the Master Agreements, but not alleged violations of Articles 7 or 8, shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

(a) Employee Grievances. When any employee subject to the provisions of this PLA feels aggrieved by an alleged violation of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved

Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non- precedential except as to the grievance parties.

(b) Union, Contractor, or City Grievances. Should a Union, a Contractor, or the City (each a "complaining party") allege a violation of this PLA by a Party or a Contractor, and, if after conferring within ten (10) working days after the complaining party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the processing of an employee complaint.

Step 2.

A representative of the complaining party, and a representative of any responding party to the grievance ("responding party"), shall meet within seven working days of the referral of the dispute to this second step to attempt to arrive at a satisfactory settlement thereof. The City may participate as an interested Party in any dispute brought under this Article. If the complaining party and responding parties fail to reach an agreement to the satisfaction of the complaining party, the dispute may be submitted in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3.

(a) If the grievance is submitted but not resolved under Step 2, the complaining party may request in writing to the Project Labor Coordinator (with copy[ies] to the other party[ies] to the grievance) within seven (7) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Barry Winograd; (2) Najeeb Khoury; (3) Andrea Dooley; (4) Robert Hirsch; and (5) John Kagel. In the event any of

these arbitrators retire or become permanently unavailable, the City and the Council shall jointly select a replacement arbitrator for the list. Any arbitrator not available to conduct the arbitration within 120 calendar days of the referral of the grievance to arbitration will be considered unavailable, and the Project Labor Coordinator shall move to the next arbitrator. The decision of the arbitrator shall be final and binding on all parties to the grievance, and the fee and expenses of such arbitrations shall be borne equally by the parties to the grievance. In cases for which the arbitrator finds a violation of this PLA, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the grievance and the City. This grievance process and arbitration proceedings do not impede the ability of the City to advance any available dispute resolution processes and remedies under its prime contracts for violations thereof.

(b) Failure of the complaining party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties to the grievance involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this PLA.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if they were, in fact, engaged in that violation.

Section 10.4 Notice. The Project Labor Coordinator shall be notified by the involved Union(s) and Contractor(s) of all actions at Steps 2 and 3, and further, the Project Labor Coordinator or other City representative shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

ARTICLE 11
COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City, the Project Labor Coordinator, and the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

ARTICLE 12
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the City and the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

(b) All Parties, Contractors and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

Section 12.2 Drug and Alcohol Testing Policy. The Parties and Contractors shall adopt the Drug and Alcohol Testing Policy attached hereto as Attachment D and City Council Policy 100-17 Drug-Free Worplace/City Contractors attached hereto as Attachment E, which are the exclusive Drug and Alcohol Testing Policies for Covered Projects.

Section 12.3 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE 13
TRAVEL AND SUBSISTENCE

Section 13.1 Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in Applicable Prevailing Wage Laws. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the applicable Master Agreement(s).

ARTICLE 14
APPRENTICES

Section 14.1 Importance of Training. The Parties and Contractors recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work on Covered Projects for Local Workers and Targeted Workers. To these ends, and consistent with any laws or regulations, the Parties and Contractors will facilitate, encourage, and assist Local Workers and Targeted Workers in enrolling in and progressing through Apprenticeship Programs and/or Apprenticeship Readiness Programs in the construction industry that lead to participation in Apprenticeship Programs. The City, the Project Labor Coordinator, other City consultants, the Contractors, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs.

Section 14.2 Use of Apprentices.

(a) The Unions and Contractors agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code or applicable federal law, and the standards of each Apprenticeship Program. The minimum ratios for Apprentice to journeyperson hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of Apprentices. The City, unless otherwise required by law, shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeypersons.

(b) The Parties and Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.

(c) The Parties and Contractors agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journeyperson or other Contractor employee working on the Covered Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which they are participating. Apprentices must be supervised and utilized in accordance with all applicable Federal and State laws.

ARTICLE 15
LEGAL ACTION

Section 15.1 Legal Action. The City, Council and Unions recognize the substantial legal costs (including all attorney's fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the City of this PLA, and related to claims directly challenging the legality of this PLA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of this PLA, or a particular section or language herein. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of this PLA will constitute a material breach of this PLA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the City's counsel, at the Council's own expense, regarding how the Council can best support the City's legal position.

ARTICLE 16
PRE-JOB CONFERENCE

Section 16.1 Each Contractor is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose preliminary Union work assignments.

Section 16.2 The Project Labor Coordinator may work with the Prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this PLA is the responsibility of the Prime Contractor. The Contractors shall make the relevant plans and specifications available to the Unions prior to each pre-job conference.

Section 16.3 All preliminary Union work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be Covered Work that was not previously assigned at a pre-job conference, or additional Covered Work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

Section 16.4 Any Union in disagreement with a proposed preliminary assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within five (5) calendar days after the pre-job conference occurred. Within five (5) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final

assignments in writing with copies sent to the Project Labor Coordinator and Council.

Section 16.5 A Contractor's failure to conduct a pre-job conference in accordance with this PLA is considered a breach of contract, and any affected Union may pursue a grievance under Article 10 of this PLA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this PLA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference.

Section 16.6 The Project Labor Coordinator shall attend each pre-job conference. At each pre-job conference, the Project Labor Coordinator shall address the programs, goals and outcomes related to Local Worker and Targeted Worker employment, as well as the progress of implementing a work opportunities program.

ARTICLE 17
LABOR/MANAGEMENT COLLABORATION

Section 17.1 Labor/Management Collaboration Meetings. The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of the City and a designee of the Council. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The Project Labor Coordinator shall prepare reports detailing the outcomes of the Local Worker, Targeted Worker, and Apprentice utilization goals on each Covered Project, and the implementation and progress of a work opportunities program. All Parties will be invited to attend the labor/management cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

ARTICLE 18
SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of any Party to violate any laws governing the subject matter of this PLA. In the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be

void are wholly inseparable from the remaining portions of this PLA. If and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court suspending temporarily or permanently the implementation of this PLA, then all Covered Projects that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA, so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the project, or jeopardize project funding.

ARTICLE 19
WAIVER

Section 19.1 Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the Parties or Contractors from any of their rights, duties, or obligations hereunder.

ARTICLE 20
AMENDMENTS

Section 20.1 Amendments. The provisions of this PLA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the City and the Council.

ARTICLE 21
EFFECTIVENESS OF THE PLA

Section 21.1 Term and Application.

(a) Term of Years. This PLA shall become effective July 1, 2024, if executed by the City, Council, and Unions, and approved by the City Attorney in accordance with San Diego Charter Section 40. Any Union that fails to sign the PLA prior to approval by the City Attorney

shall not be a party to the PLA or covered by the terms of the Agreement. The PLA shall continue in full force and effect for a term of seven (7) years after the effective date.

(b) Application to Covered Projects. The PLA will apply only to Covered Contracts for Covered Projects for which the bid advertisement date for the Covered Contract is between July 1, 2024 and seven (7) years from the effective date of the PLA, and it will continue in effect with regard to each Covered Project until all Covered Work under a Covered Contract is completed and accepted by the City, under procedures described in Section 21.2 below. The PLA shall be included in all Covered Contracts or Covered Professional Services Agreements under which Covered Work may be performed.

(c) Extension. Either the City or the Council may provide written notice to the other not less than nine (9) months prior to the expiration of the PLA of its interest in extending the term of the PLA. Failure to provide such notice nine (9) months prior shall not preclude either the City or the Council from negotiating to extend the term of the PLA, but may impact the ability of the City Council to approve an extension prior to this PLA's expiration. Subject to adoption by the City Council and execution by the Council, the terms and conditions set forth under the PLA may not exceed five (5) years, unless approved by City ordinance. Absent mutual agreement on the extension as described above, the PLA shall expire.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Covered Projects shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Prime Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the City or third parties on behalf of the City, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage in repairs or modifications required by its Covered Contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City or its representative to the Prime Contractor.

Section 21.3 Continuation of Master Agreements. A Master Agreement shall continue in full force and effect with regard to Covered Work as set forth in Section 3.5, until the Master Agreement is modified by parties thereto.

In such case, Contractors and Unions agree to recognize and implement all applicable changes on their effective dates as set forth in the modified Master Agreement, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said Master Agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor performing Covered Work than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between any Party and Contractor over application of a modified term of a Master Agreement shall be resolved under the procedures established in Article 10.

Section 21.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the City saying that no work remains within the scope of the PLA.

ARTICLE 22
WORK OPPORTUNITIES PROGRAM

Section 22.1 The magnitude, duration, and complexity of the Covered Projects will require large numbers of skilled craft personnel and create significant economic opportunities for Local Workers and Targeted Workers. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement programs and procedures, which may include, for example, North America's Building Trades Unions Multi-Craft Core Curriculum (MC3) Apprenticeship Readiness Programs, to prepare persons, especially Local Workers and Targeted Workers, for entrance into Apprenticeship Programs to begin or continue their construction careers on Covered Projects and future projects. With assistance from the Project Labor Coordinator, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Covered Projects to be undertaken.

Section 22.2 The Parties support the development of increased numbers of skilled construction workers who are Local Workers and Targeted Workers to meet the labor needs of Covered Projects. Towards that end, the Parties, together with the Project Labor Coordinator, agree to develop and implement a work

opportunities program for Local Workers and Targeted Workers to maximize construction career opportunities and create a construction career pipeline to becoming employed on Covered Projects. In furtherance of the foregoing, the Council and Unions specifically agree to work with the Project Labor Coordinator to:

(a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in San Diego County to offer opportunities for Local Workers and Targeted Workers, including students, to enroll in free short-term construction apprenticeship readiness training to prepare them to enter into Apprenticeship Programs and become employed by a Contractor on Covered Projects. The Project Labor Coordinator, with the assistance of the Parties, will assist with the recruitment, career placement, and tracking of such Local Workers and Targeted Workers who graduate from these apprenticeship readiness programs; and

(b) The Parties will cooperate and collaborate with the Project Labor Coordinator to conduct outreach to and include Local Workers and Targeted Workers from traditionally underrepresented segments of the local population in the construction craft workforce for Covered Projects; and

(c) The Project Labor Coordinator, with input from the Council, shall produce detailed annual reports to measure and report the outcomes of the policies, requirements, and programs established in this PLA, including the achievement of Local Worker employment participation on Covered Projects; and

(d) The Unions will partner with the Contractors and Project Labor Coordinator to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of Local Workers and Targeted Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs, referral to hiring halls, and provide tailored orientation and mentoring for women; and

(e) The Unions shall assist Local Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist Local Workers who are seeking employment on the Covered Project and provide opportunities for Union membership by assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-Union Contractors. The Unions shall put on their rolls qualified bona fide Local Workers for employment on the Covered Project.

(f) Jobs Coordinator. Each Contractor shall utilize the Jobs Coordinator retained by the Prime Contractor to assist with achieving and exceeding the Local Worker goals set forth in Section 4.5 of this PLA. In addition, each Contractor shall utilize the Jobs Coordinator to assist the Contractor in fulfilling its work opportunities program and "Helmets to Hardhats" goals described herein.

The City may elect to develop and implement a Jobs Coordinator program with input from the Council that will include a pre-qualification process, selection guidelines and accountability measures to ensure the Jobs Coordinators are qualified and capable of performing the Jobs Coordinator function in accordance with the intent of the PLA. Alternatively, the City may direct the Prime Contractor to develop and implement such a program. Regardless of which entity develops and implement the program, the City shall have the right to remove Jobs Coordinators from the pre-qualification list, in which case such individuals or entities shall not be eligible for further selection by Prime Contractors.

Section 22.3 Joint Subcommittee on Work Opportunities. To carry out the intent and purpose of the work opportunities program, a joint subcommittee under the PLA shall be established, jointly chaired by a designee of the City and a designee of the Council, to oversee the effective development and implementation of the programs and policies described herein, and to work with representatives of each Union's Apprenticeship Program and representatives of the MC3 Apprenticeship Readiness Programs to maximize employment opportunities for Local Workers and Targeted Workers who reflect the diversity of the communities surrounding each Covered Project, and who may not be previously qualified for the construction career opportunities created by the Covered Projects. The joint subcommittee will meet at least quarterly to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. All Unions and Prime Contractors working on active Covered Projects may be invited to attend the joint subcommittee meetings, and the joint chairs, at their discretion, may invite other community partners to attend the committee meetings. The Project Labor Coordinator will assist with the scheduling and facilitation of the joint subcommittee meetings.

ARTICLE 23
HELMETS TO HARDHATS

Section 23.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the

services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

Section 23.2 Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on a Covered Project and of apprenticeship and employment opportunities for a Covered Project. The Project Labor Coordinator may assist the Contractors and Unions with scheduling opportunities for outreach, recruitment, interviews, assessment and commencing with an Apprenticeship Program's application and entrance process. The Contractors and Unions agree to engage and participate in such opportunities.

In witness whereof, the Parties have caused this Project Labor Agreement for the City to be executed as of the date and year stated below.

CITY OF SAN DIEGO

By: _____

Name: Todd Gloria

Title: Mayor

Dated: July 1, 2024

APPROVED AS TO FORM

MARA W. ELLIOTT, CITY ATTORNEY

By: Christina L Rae for Bonny Hsu

Name: Christina L. Rae

Title: Deputy City Attorney

Dated: July 1, 2024

SAN DIEGO BUILDING AND CONSTRUCTION TRADES COUNCIL

By: Carol Kim
70D82C690EED49C...

Name: Carol Kim

Title: Business Manager

Dated: June 25, 2024

SIGNATORY UNIONS
(See Attached)

SIGNATORY UNIONS

By: DocuSigned by: Michael Patterson
Allied Workers Local 5

By: DocuSigned by: Luis Miramontes
Boilermakers Local 92

By: DocuSigned by: Chris Brisson
Bricklayers & Allied Crafts Local 4

By: DocuSigned by: Jack Alvarado
Cement Masons Local 500 / Area 744

By: DocuSigned by:
Electrical Workers Local 569

By: DocuSigned by:
Elevator Constructors Local 18

By: DocuSigned by: Ernesto Toscano
Painters & Allied Trades District Council 36

By: DocuSigned by: Beau Coleman
Iron Workers Local 229

By:
Laborers Local 89

By: DocuSigned by: Christian Betancourt
Plasterers Local 200

By: DocuSigned by: Jose Sanchez
Plaster Tenders Local 1414

By:
Operating Engineers Local 12

By: DocuSigned by: Steve Beringer
Plumbers & Pipefitters Local 230

By:
Operating Engineers Local 12

By: DocuSigned by: Paul Colmenero
Roofers & Waterproofers Local 45

By:
Operating Engineers Local 12

By: DocuSigned by:
Laborers Local 1184

By: DocuSigned by: Dave Gauthier
Sheet Metal Workers' Local 206

By: DocuSigned by: Ed Learn
Laborers Local 345

By: DocuSigned by: Jose Estrada
Teamsters Local 166

By: DocuSigned by: Ricardo Perez
UA Local 345

By: DocuSigned by: SERGIO RASCON
Laborers Local 300

By: DocuSigned by: Todd Barry on behalf of B.M. Robert Cooper
Road Sprinkler Fitters Local 669

By: DocuSigned by: Jr Jon Preciado
Southern California District Council of Laborers

By: DocuSigned by: Doug Hick
Southwest Regional Council of Carpenters

By DocuSigned by: Victor Torres
Teamsters Local 481

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By: _____
Southern California District Council of Laborers

By: _____
Southwest Regional Council of Carpenters

By: _____
Teamsters Local 481

ATTACHMENT A – CONSTRUCTION PROJECTS NOT PROCURED BY THE CITY

The following construction projects that are not procured by the City shall be considered Covered Projects for the purposes of this Agreement if the bid advertisement for these projects occurs during the effective dates pursuant to Section 21.1:

1. Phase III - Convention Center Expansion;
2. Phase I - Ocean Beach Pier Replacement;
3. New City Administration Building;
4. San Diego Fire Training Facility; and
5. Resource Recovery Facility at the Miramar Landfill

* In the event that the parties to the Project Labor Agreement for Construction of Pure Water Program Phase I Projects (Pure Water PLA), dated June 16, 2020, amend that agreement such that the terms of this PLA cover and apply to Pure Water Phase II projects, the terms and conditions under this PLA shall apply so long as a bid for the covered project or project work has not yet been advertised.

The City Council may elect to, by resolution, add other construction projects, not otherwise covered by this PLA, for coverage as Covered Projects.

12830 El Camino Real, Ste 200, San Diego, CA 92130
858-784-0347 | mccarthy.com

3/30/2026

VIA EMAIL: CityofSDPLA@sandiego.gov
Cindy Crocker, Project Labor Coordinator
City of San Diego
1200 Third Ave, Suite 916
San Diego, CA 92101

Re: City of San Diego Project Labor Agreement

Dear Project Labor Coordinator:

This is to confirm McCarthy Building Companies Inc. agrees to be bound by the City of San Diego's Project Labor Agreement ("PLA"), as such Agreement may from time to time be amended by the Parties or interpreted pursuant to its terms. Such obligation to be bound by the PLA shall extend to all work covered by the PLA undertaken by this Company on the Covered Project pursuant to City Contract No. K-26-2215-DB1-3 Via De La Valle Pipeline, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the PLA by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

McCarthy Building Companies Inc.

By:

Ryan Miller
Project Director

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 3, Section 3.3(b)]

California Contractors License Nos.: A, B, C-8, C-10, C-20, C-36, C-61 / D56 411173
Nevada Contactors License No. AB 0066125, B 0011780, C-2 0083558, C-5 0069889, C-21 0074842

ATTACHMENT C-1 – WORKFORCE DISPATCH REQUEST FORM

City of San Diego Project Labor Agreement

The City of San Diego Project Labor Agreement ("PLA") establishes a goal of at least thirty percent (30%) of the total craft hours on each Covered Project being performed by Local Workers. The City PLA also establishes a goal of at least ten percent (10%) of the total craft hours on each Covered Project being performed by Targeted Workers. The Unions and Contractors agree that Local Workers shall be first referred for Covered Projects when requested through use of this Workforce Dispatch Request Form.

CONTRACTOR USE ONLY

Please complete and fax/email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing/emailing your request, please call the local union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print and retain copies of your fax or email transmission for your records.

TO:	Local Union and #	
	Email/Fax	
	Phone	
CC:	Project Labor Coordinator	
	Email/Fax	
FROM:	Contractor	
	Issued by	
	Email/Fax	
	Phone	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Local Worker and/or Veteran	No. of Workers
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
		Total Number of Workers Requested:	

In accordance with the PLA, Article 4, Union Recognition and Employment, we are requesting the union:

* Please provide priority referral of Local Workers, based on zip code residence as described on the following page, or veteran status.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:		**Reporting Time:**	
Reporting To:		**On Site Phone:**	
Project Name:			
Project Location:			
Special Instructions:			

UNION USE ONLY

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	
Date Worker(s) Dispatched:	

Name:	JM or App	Veteran	Local Worker? *	Zip Code
	☐ JM ☒ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☒ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	

* PLEASE NOTE: By marking the "No" box for either the "Veteran", "Local Worker", and "Targeted Worker" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Veteran, Local Worker, or Targeted Worker.
** Please indicate number of the Targeted Worker category (a through k, as shown below). You may indicate multiple categories per worker.

A **Local Worker** is an individual who resides in a Disadvantaged Area or a Veteran residing anywhere. Below is a list of the Disadvantaged Area zip codes within the San Diego area.

91901	91902	91905	91906	91910	91911	91913	91914	91915	91916	91917
91910	91932	91934	91935	91941	91942	91945	91948	91950	91962	91963
91941	91978	91980	92003	92004	92007	92008	92009	92010	92011	92014
92004	92020	92021	92024	92025	92026	92027	92028	92029	92036	92037
92025	92054	92055	92056	92057	92058	92059	92060	92061	92064	92065
92057	92067	92069	92070	92071	92075	92078	92081	92082	92083	92084
92071	92091	92093	92096	92101	92102	92103	92104	92105	92106	92107
92101	92109	92110	92111	92113	92114	92115	92116	92117	92118	92119
92113	92121	92122	92123	92124	92126	92127	92128	92129	92130	92131
92124	92135	92136	92139	92140	92145	92154	92155	92161	92173	92182
92140	92536	92672								

ATTACHMENT C-2 – CONTRACTOR CORE WORKFORCE FORM

City of San Diego Project Labor Agreement

The City of San Diego's Project Labor Agreement Article 4, Section 4.6 requires Contractors who are not directly signatory to an applicable Master Agreement to provide a list of Core Employees to the Project Labor Coordinator and applicable Union, prior to performing Covered Work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and applicable Union.

CONTRACTOR INFORMATION			
Covered Project Name:			
Contractor/Firm Name:			
Submitted by:		**Date Submitted:**	
Email:		**Phone:**	

In accordance with the City of San Diego's Project Labor Agreement, Article 4, Section 4.6 (f), a Core Employee must meet all of the following requirements:

a. Be either a journeyperson or Apprentice;
b. Be on Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee; and
c. Possess any license required by state or federal law for the Covered Projects to be performed.

Please see Article 4.6 of the Project Labor Agreement for additional information regarding use of Core Employees, including limits and order of referrals.

CRAFT / TRADE	EMPLOYEE NAME	LAST 4 SSN	HIRE DATE	DATE LAST EMPLOYED

Please use additional sheets as necessary.

ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter "PLA Drug Policy" and City Council Policy No. 100-17, "Drug-Free Workplace/City Contractors," Attachment E. To the extent there is any conflict between the terms set forth in the PLA Drug Policy and in the City Council Policy No. 100-17, the terms set forth in City Council Policy No. 100-17 shall prevail and apply.

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the PLA.

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the Agreement and subject to the Article 10 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug and alcohol testing:

    a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

   1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

   2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

   3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable

or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

   a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

   b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

   c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

   d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

   e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml 3	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone[6]	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):
Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.
Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

[6] Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING "QUICK" DRUG SCREENING TESTS PURSUANT TO ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E – CITY COUNCIL POLICY NO. 100-17

"DRUG-FREE WORKPLACE/CITY CONTRACTORS"

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

CURRENT

SUBJECT: DRUG-FREE WORKPLACE/CITY CONTRACTORS
POLICY NO.: 100-17
EFFECTIVE DATE: May 20, 1991

BACKGROUND:

The issue of substance abuse, the misuse of both legal and illegal drugs, has been identified as a major problem. It is well documented that substance abuse in the workplace can negatively impact employee performance, worker safety and the safety of the general public.

PURPOSE:

It is the intent of the City Council that the City of San Diego take a leadership role in addressing the issue of drug abuse in the workplace. It is the purpose of this policy to establish the requirement that all City construction contractors, consultants, grantees and providers of non-professional services agree to comply with this Drug-Free Workplace Policy.

POLICY:

Section 1. Definitions

A. "Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

B. "Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 2.

C. "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. Sec. 812).

D. "Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

Section 2. City Contractor Requirements

A. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation,

possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(a) The dangers of drug abuse in the workplace.
(b) The person's or organization's policy of maintaining a drug-free workplace.
(c) Any available drug counseling, rehabilitation, and employee assistance programs.
(d) The penalties that may be imposed upon employees for drug abuse violations.

(3) Posting the statement required by subdivision (1) in a prominent place at contractors main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.

B. Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

HISTORY:

Adopted by Resolution R-277952 05/20/1991

APPENDIX A –

MEMORANDUM OF UNDERSTANDING #1

STARTUP AND COMMISSIONING

The Parties and Contractors agree that work covered by this PLA on Covered Projects includes all onsite physical craft work that is part of startup and commissioning, including, but not limited to, system flushes and testing, loop checks, rework and modifications, and functional and operational testing up to and including the final running test. It is understood that the City's personnel and/or its representatives, together with the manufacturer's and/or vendor's representatives, and/or project operating personnel may supervise and direct the startup, commissioning, rework, and modification activity, and that the onsite physical craft work is typically performed as part of a joint effort with these representatives and personnel. A manufacturer or its representatives may perform industry standard startup and commissioning work to satisfy its guarantee or warranty on a piece of equipment, and such work will be exempt from the PLA to the extent the work is excluded by Section 3.2(g) and/or Section 3.2(h).

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

McCarthy Building Companies, Inc., a corporation, as principal, and Travelers Casualty and Surety Company of America, Federal 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 **Ten Million Four Hundred Fifty Eight Thousand Eighty Three Dollars and Zero Cents ($10,458,083.00)** for the faithful performance of the annexed contract, and in the sum of **Ten Million Four Hundred Fifty Eight Thousand Eighty Three Dollars and Zero Cents ($10,458,083.00)** 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)

MCCARTHY BUILDING COMPANIES, INC.
CONTRACTOR

By: _____

Print Name: Robert Beth

Date: 3/23/2026

THE CITY OF SAN DIEGO

By: _____

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

Date: _____

SURETY
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
FEDERAL INSURANCE COMPANY

By: _____

Print Name: Jennifer Williams
Attorney-In-Fact

Date: March 20, 2026

Travelers Casualty and Surety Company of America
3333 Michelson Dr Suite 1000, Irvine, CA 92612
Federal Insurance Company
7700 Irvine Center Dr #900, Irvine, CA 92618
Local Address of Surety

Travelers Casualty and Surety Company of America, 279.800.3685
Federal Insurance Company, 714.913.4900
Local Phone Number of Surety

$55,118.00
Premium

Travelers Casualty and Surety Company of America, 108381143
Federal Insurance Company, K42180853
Bond Number

APPROVED AS TO FORM
Heather Ferbert, City Attorney

By: _____

Print Name: _____
Deputy City Attorney

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of MISSOURI

County of JEFFERSON

On March 20, 2026 before me, Barbara Pannier, Notary Public, personally appeared Jennifer Williams 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 _____
Signature of Notary Public,
County of Jefferson, Missouri

BARBARA PANNIER
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: Sept. 07, 2026
Commission #14430636

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer Williams** of **ST LOUIS**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of March, 2026

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Christina L. Baratti, Thomas U. Krippene, Barbara Pannier, Eric D. Sauer, Jennifer Williams and Salena Wood of St. Louis, Missouri ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **5th** day of **April, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **5th** day of **April, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 20, 2026

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of San Diego)

On March 23, 2026 before me, Christie M. Castro, Notary Public,
(here insert name and title of the officer)

personally appeared Robert Betz

,

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.

CHRISTIE MARIE CASTRO
COMM. #2418160
Notary Public - California
San Diego County
My Comm. Expires Sep. 24, 2026

NRO1 NRO1

WITNESS my hand and official seal.

Signature _____ (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

_____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____
  Title(s)
  _____
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

_____.

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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AON

March 20, 2026

Ryan Miller/Brad Touhey
MCCARTHY BUILDING COMPANIES, INC.
12830 El Camino Real, Suite 200
San Diego, CA 92130

RE: THE CITY OF SAN DIEGO
Bond #: K42180853, 108381143
Project: Annexed Contract - Via De La Valle Pipeline
Contract Amount: $10,458,083.00

Dear Ryan Miller/Brad Touhey:

Enclosed please find the above captioned bond(s) executed per your request.

The bond(s) must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. Bond executed in 1 counterparts.

It is your responsibility to carefully review the bond(s) prior to execution to verify they have been presented on the correct form with the appropriate names(s), bond amounts and dates, and to ensure the bond(s) conform with your needs and instructions to us and provide the appropriate terms to all parties. Any discrepancies, deficiencies or modifications must immediately be brought to our attention, in writing. Failing such advice to us, you understand we will have no liability for any deficiencies or discrepancies in or required modifications to the bond(s).

By affixing your signature, executing and providing this bond(s) to the obligee you are verifying and, we will justifiably assume, the bond(s) has been issued correctly with the best interests and requirements of all parties being properly considered.

Sincerely,

Jennifer Williams
Record #: 3046262

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**

G. **EXCEL PRICE PROPOSAL SHEET**

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
5/19/2020	San Bernardino County, CA	Former employee EEOC and California DFEH claims	N	Closed	Case closed by Agency
4/5/2023	Orange County, CA	Former employee EEOC and California DFEH claims	Y	Closed	This lawsuit was resolved by mutually agreeable settlement
11/12/2025	San Diego County, CA	Former employee California CRD claim	N	Closed	Case closed by Agency

Contractor Name: McCarthy Building Companies, Inc.

Certified By Robert Betz Title Executive VP Operations

Name

Signature Date 12/15/25

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
McCarthy Building Companies, Inc.		McCarthy Building Companies, Inc.	
Street Address	**City**	**State**	**Zip**
12830 El Camino Real ste. 200 San Diego		CA	92130
Contact Person, Title		**Phone**	**Fax**
Kyle Dunlap, Business Development Sr. Manager		(619) 823-5059	

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
Robert Betz	Executive Vice President
City and State of Residence	**Employer (if different than Bidder/Proposer)**
San Diego, CA	McCarthy Building Companies, Inc.
Interest in the transaction	
Salaried employee of the Bidder/Proposer. No ownership, financial, contingent, or other disclosable interest in the proposed transaction	

Name	Title/Position
Ryan Miller	Project Director
City and State of Residence	**Employer (if different than Bidder/Proposer)**
San Diego, CA	McCarthy Building Companies, Inc.
Interest in the transaction	
Salaried employee of the Bidder/Proposer. No ownership, financial, contingent, or other disclosable interest in the proposed transaction	

*** Use Additional Pages if Necessary ***

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

Robert Betz, EVP Operations _____ 12/15/25

Print Name, Title | Signature | Date

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

DEBARMENT AND SUSPENSION CERTIFICATION

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**:

[X] SUBCONTRACTOR [ ] SUPPLIER [ ] MANUFACTURER

NAME	TITLE
Jon Schmid (Cook & Schmid, LLC)	President & CEO
Alice Brewster (PanGIS, Inc.)	President
Melanie Rocks (Rocks Biological Consulting, Inc.)	President / Principal
Ruben Claudio (RAC Construction & Engineering, Inc.)	President/Owner

[X] SUBCONTRACTOR [ ] SUPPLIER [ ] MANUFACTURER

NAME	TITLE
Alicia Vasquez (R T L Traffic Control & Equipment Rentals)	President & CEO
Daniel Davalos (Caleb Underground Construction Inc)	President & CEO
Daniel Alvarez (Alvarez Trucking, LLC)	Owner
Robert Friar (Chula Vista Electric Co)	President & CEO

[X] SUBCONTRACTOR [ ] SUPPLIER [ ] MANUFACTURER

NAME	TITLE
Alicia Vasquez (Frank and Son Paving, Inc.)	CEO
Kai Ramer (Glenn A. Rick Engineering & Development Company)	President & COO
Robert Perez (RAP Engineering, LLC) - Additive Alternate A Bid Item	President

[ ] SUBCONTRACTOR [X] SUPPLIER [ ] MANUFACTURER

NAME	TITLE
Jay Munoz (Costa Azul Contracting Group)	President

Contractor Name: McCarthy Building Companies, Inc.

Certified By Robert Betz Title Executive VP Operations

Name

Signature Date 12/15/25

USE ADDITIONAL FORMS AS NECESSARY*

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): *Bidders* and *contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* 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:

NAME	TITLE
Matthew Lawson	Secretary
Kristine Newman	CFO
Robert Betz	EVP

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.

No exceptions taken

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: McCarthy Building Companies, Inc.

Certified By: Robert Betz (Name) — Title: Executive VP Operations

(Signature) — Date: 12/15/25

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

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 **Via De La Valle Pipeline** 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: 12/15/25

The Design-Builder: McCarthy Building Companies, Inc.

By: Robert Betz
(Signature)

Title: Executive VP Operations

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:

(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:

(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 McCarthy Building Companies, Inc.

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

_____

(Signature)

Robert Betz

(Printed Name)

Executive VP Operations

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 12830 El Camino Real ste. 200

(5) City and State San Diego, California Zip Code 92130

(6) Telephone No. (858) 784-0347 Facsimile No. _____

(7) Email Address KDunlap@mccarthy.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 Class A, B, C-4, C-8, C-10, C-20, C-36, C-61/D-56

LICENSE NO. 411173 EXPIRES 8/31/2027

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001840

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): 43-0399290

E-Mail Address: KDunlap@mccarthy.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 Executive VP Operations

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 1st DAY OF December ,2025.

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

(NOTARIAL SEAL)

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of San Diego)

On December 15, 2025 before me, Christie Marie Castro, Notary Public,
(here insert name and title of the officer)

personally appeared Robert Betz

,

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.

CHRISTIE MARIE CASTRO
COMM. #2418160
Notary Public - California
San Diego County
My Comm. Expires Sep. 24, 2026

WITNESS my hand and official seal.

Signature _____ (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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McCarthy Building Companies, Inc.

Certified Copy of Corporate Records

THE UNDERSIGNED, a duly elected Assistant Secretary of McCarthy Building Companies, Inc., a Missouri Corporation (the "Company"), certifies that she is authorized to execute this certificate on behalf of the Company.

DELEGATION OF SIGNING AUTHORITY TO AUTHORIZED OFFICERS

The UNDERSIGNED further certifies that below is a true and correct abstract of a resolution adopted by Unanimous Written Consent of the Board of Directors, effective as of January 1, 2025, and that the resolutions have not been amended or revoked in any manner, and remain in full force and effect:

NOW THEREFORE BE IT RESOLVED, that pursuant to the authority set forth in Section 5.1 of the Bylaws, each Authorized Officer is hereby authorized, empowered, and directed in their capacity as an officer of the Company to do any of the following:

1. Sign, on behalf of and in the name of the Company, bids, proposals, qualifications, mechanics lien waivers, releases, and any and all surety bonds of whatever nature, and execute and deliver contracts and subcontracts, including amendments and supplements thereto.

2. Negotiate and conclude any contract, agreement, and lease, and make and execute any document or take any other action which he or she may deem necessary, proper, or convenient for acquiring and maintaining adequate machinery, equipment, vehicles, facilities, and furniture and fixtures necessary to the performance of the Company's business.

APPOINTMENT AS AN AUTHORIZED OFFICER

THE UNDERSIGNED certifies that by way of resolutions adopted by unanimous written consent of the Company's Board of Directors effective as of January 1, 2025, Robert Betz, Executive Vice President Operations, SoPac Region was appointed as an Authorized Officer, and authorized to sign documents on behalf of the Company as described in the abstract of the resolution provided above.

IN WITNESS WHEREOF, the undersigned is familiar with the matters certified herein and makes this certificate based on her personal knowledge and has affixed her signature on February 18, 2025.

Kristina De La Rosa
Assistant Secretary
McCarthy Building Companies, Inc.

(Corporate Seal)

Price Proposal Sheet

The Design-Builder agrees to the design and construction of **Via De La Valle Pipeline,** 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
1	524126	Bonds (Payment and Performance)	1		LS	54000	$54,000.00
2	237110	Engineering and Design Services	1	D	LS	921500	$921,500.00
3	237110	Construction	1		LS	6907511	$6,907,511.00
4		City Contingency (EOC Type II)	1		AL	550000	$550,000.00
5	541330	WPCP Development	1	D	LS	5600	$5,600.00
6	237310	WPCP Implementation	1		LS	175000	$175,000.00
7	541330	Traffic Control and Engineered Traffic Control Plans	1		LS	586000	$586,000.00
8	237310	Caltrans Encroachment Permit Submittal (EOC Type I)	1		AL	10000	$10,000.00
9	541330	Biological Monitoring and Reporting	1		LS	89000	$89,000.00
10	541690	Paleontological Monitoring Program	6220		LF	6.9	$42,918.00
11	541690	Archaeological and Native American Monitoring Program	6220		LF	10.7	$66,554.00
						TOTAL:	$9,408,083.00

* Design Element (For City Use)

City of San Diego

CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov
Phone No. (619) 533-4618

ADDENDUM 1

PROPOSAL DOCUMENTS

e - Bidding

FOR

VIA DE LA VALLE PIPELINE

RFP NO.:	**K-26-2215-DB1-3**
SAP NO. (WBS/IO/CC):	**B-22015**
CLIENT DEPARTMENT:	**2000**
COUNCIL DISTRICT:	**1**
PROJECT TYPE:	**KB, IJ**

PROPOSALS DUE:

2:00 PM
NOVEMBER 18, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Attachments, Attachment H, PRICE FORMS, **Notes**, page 254, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of this Addendum.

C. EXCEL PRICE PROPOSAL SHEET

To the Excel Price Proposal Sheet on the PlanetBids "Documents Tab," **DELETE** in its entirety and **REPLACE** with file "Excel Price Proposal Sheet" issued October 28, 2025.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *October 28, 2025*
San Diego, California

RA/ED/na

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 plus all the Alternates.

B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone or for the Base Proposal plus one or more Alternates.

C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **nonresponsive**. Alternative proposals will not be considered unless called for.

D. Subcontractors' License Numbers must be filled in on the Design-Build List of Subcontractors. Failure to provide the information specified may deem the bidder **nonresponsive**.

E. The Excel Spreadsheet named "Price Proposal Sheet" in the Documents tab of PlanetBids must be downloaded, completed, and submitted within the General Attachments section in PlanetBids.

F. Only Unit Prices must be filled in on the Excel Price Proposal Sheet. Other boxes are not altered. The Extension boxes will automatically calculate the total of the Unit Price x Quantity. The Total boxes will automatically calculate the total of all Extension prices.

G. The Design-Builder's failure to submit a price shall render the Proposal **nonresponsive** and ineligible for award.

H. 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.

I. All Extension prices and the Total will be subject to verification by the City.

City of San Diego

CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov
Phone No. (619) 533-4618

ADDENDUM 2

PROPOSAL DOCUMENTS

e - Bidding

FOR

VIA DE LA VALLE PIPELINE

RFP NO.:	**K-26-2215-DB1-3**
SAP NO. (WBS/IO/CC):	**B-22015**
CLIENT DEPARTMENT:	**2000**
COUNCIL DISTRICT:	**1**
PROJECT TYPE:	**KB, IJ**

PROPOSALS DUE:

2:00 PM
DECEMBER 2, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER's QUESTIONS

Q1. There is no geotech report in bridging docs, is there one for this project?

A1. There is no Geotech report for the project.

Q2. There is no preliminary design report in bridging docs, is there one for this project?

A2. Preliminary Design report is not included. Please refer to Attachment A and bridging documents for the most up-to-date project information.

Q3. Is the city open to removing 30% design and going straight to 60% design?

A3. Not at this time. It can be further discussed during design phase.

Q4. What pressure zone is the PRS regulating?

A4. The PRS at El Camino Real & Via De La Valle regulates the pressure from HGL 470 (El Camino Real PL) to HGL 280 (Via Da La Valle PL).

Q5. What pressure zone is being fed in the new 16" PVC coming up El Camino Real?

A5. El Camino Real PL pressure zone is HGL 470.

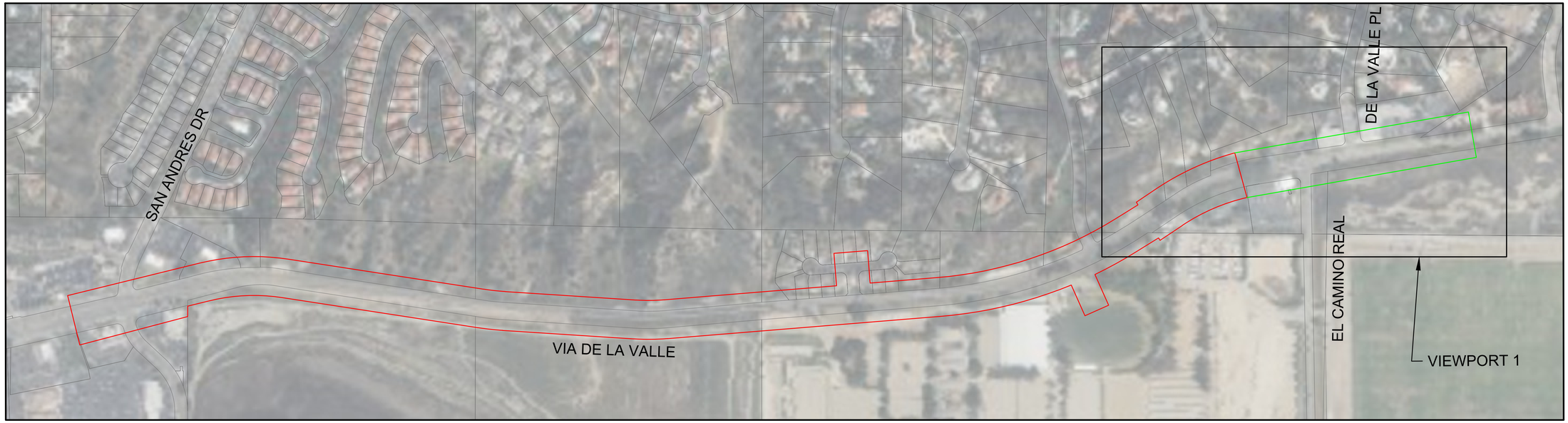
Q6. Will the city provide survey for east portion of Via De La Valle Pipeline project? Survey provided in the solicitation does not cover this area of work. Please see attached exhibit refer to page 4 of this Addendum.

A6. The survey that is provided covers the area in Via De La Valle that is not going to be impacted by El Camino Real Road Bridge/Road Widening project. Via De La Valle Pipeline project needs to closely coordinate with El Camino Real Road Bridge/Road Widening project during design and construction. The survey limit is approximately 200 ft east of San Andreas Dr to 250 ft west of existing El Camino Real.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *November 7, 2025*
San Diego, California

RA / ED / na



VIA DE LA VALLE PROJECT EXTENT
1" = 250'

VIEWPORT 1: MISSING SURVEY
1" = 100'

LEGEND:

PROVIDED SURVEY EXTENT

VIEWPORT FRAME

ADDITIONAL SURVEY NEEDED

N

City of San Diego

CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov
Phone No. (619) 533-4618

ADDENDUM 3

PROPOSAL DOCUMENTS

e - Bidding

FOR

VIA DE LA VALLE PIPELINE

RFP NO.:	**K-26-2215-DB1-3**
SAP NO. (WBS/IO/CC):	**B-22015**
CLIENT DEPARTMENT:	**2000**
COUNCIL DISTRICT:	**1**
PROJECT TYPE:	**KB, IJ**

PROPOSALS DUE:

2:00 PM
DECEMBER 16, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER's QUESTIONS

Q1. Could you please confirm whether the Project Labor Agreement (PLA) applies solely to construction labor and not to design professionals? My understanding is that design professionals are exempt from the PLA requirements.

A1. The PLA includes all Covered Work as defined in Article 2. "Covered Work" means construction work on a Covered Project, except for work that is excluded under a specific exemption in this PLA. Covered Work also includes work identified as requiring payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester in a Covered Professional Services Agreement. The scope of work includes: making precise measurements to determine relative position or as-built locations; providing stakes, markers, or similar information for location or construction in support of construction operations; field surveying services to support work performed under the direction of a Licensed Land Surveyor or Civil Engineer; field inspections and testing for reinforced concrete, soils, structural masonry, prestressed concrete, structural steel and welding, and other construction materials used in buildings, roads, and related projects. In the event work is referred to by such terms as "quality control" or "quality assurance," such work shall be included under the PLA if it satisfies the above criteria.

Q2. Item 30.2.13 of the scope of work indicates that a highline phasing plan will be provided. Will CompassGIS shapefiles of existing appurtenances including existing valves be provided by the City to aid in the development of the exhibits requested by PUD?

A2. Please refer to Section 4 - CITY PROVIDED INFORMATION, page 37 of the Solicitation Document.

Q3. Will the designer have access to the City's hydraulic model to aid in development of hydraulic calculations ad required under section 30.2 of the scope of work.

A3. Hydraulic modeling will be provided to the selected Design-Builder upon initiation of the Design phase.

Q4. The predesign constraints map provided in the bridging documents indicates that there is a proposed bike path for Via De La Valle adjacent to the pipeline project. Will the roadway of Via De La Valle be widened to accommodate the bike bath? Are there any plans for the bike path that the City can provide?

A4. There is an existing bicycle facility within the project limits on Via De La Valle between San Andreas Dr and El Camino Real. The roadway does not need to be widened to accommodate the bike path.

Q5. The red line in the pre-design map is shown to be a new 12" main in the North City 610 pressure zone. Will there need to be an additional normally closed red valve and/or PRS for this side of the cross at Via De La Valle and the new El Camino Real?

A5. Please refer to Predesign Map detail C and Addendum 2 for more information.

Q6. Will there be new CADD standards released with the City's transition to AutoCAD prior to the start of this project?

A6. Please refer to Attachment A, Section 30.5 Design Submittal Deliverables of the Solicitation Document.

Q7. Will the PRS require SCADA and if so, will a line-of-sight study be needed?

A7. Yes, SCADA is needed. The line-of-sight study will be provided by City.

Q8. Will the City going to require this work to be done at night to reduce traffic impacts?

A8. Please refer to Section 6, PROSECUTION AND PROGRESS OF THE WORK of Solicitation Document. Night work is expected but is pending approval of traffic control plans during design.

Q9. What are the flow requirements for the pressure reducing station: max day + fire and/or peak hour flow conditions?

A9. Max day with fire = 4400gpm.

Q10. If fire flows need to be met, what is the fire flow that should be assumed?

A10. 4000 GPM max-Day Fire Flow.

Q11. Will the city be identifying this line as a transmission main? The RFP refers to it as a water main, with services. It is assumed to be a distribution main.

A11. The 16” inch pipe could be both distribution/transmissions main. The pipeline should be designed and constructed per distribution main design guidelines.

Q12. Was As-Built 23086-D ever constructed or was it left as a drafted plan? The plans do not have as-built stamp, and they run from San Andreas to El Camino Real with similar purpose to our project. The plan is dated 1986, please confirm

A12. Please disregard those specific sheets listed as they were never constructed. Refer to latest As-Built for 24-Inch CMLC pipeline that was installed in 2002.

Q13. 3 Fire Hydrants located east of Via Del Cannon appear to be on a San Dieguito water line. Will these hydrants be replaced and moved to city jurisdiction?

A13. Install new fire hydrants on the City limit, per City of San Diego requirement. Please do not remove SFID hydrants.

Q14. There appears to be two Torrey Pine trees located on the south side of the road near El Camino Real. Can you identify the requirements while working around this area? It appears we would likely have to work within the tree canopy/dripline.

A14. Please refer to Addendum to Mitigated Negative Declaration. This needs to be evaluated during design phase if there is any impact.

Q15. Via De La Valle has multiple retaining walls. Can you provide any information on these areas? As-builts, load bearing, etc.

A15. Please refer to Section C, Item 1 of this Addendum.

Q16. We understand there are expected to be future gas and gravity lines crossing our new water main. Can you provide any information on this so we can better assist the future efforts in the area? A number of assumed offsets, lengths, and depths would also help for pricing and planning purposes if the exact locations or number of crossings are not currently known.

A16. Please refer to Section C, Item 1 of this Addendum. Outside Utility As Built.

Q17. Via De La Valle has multiple retaining walls. Can you provide any information on these areas? As-builts, load bearing, etc.

A17. Please refer to Section C, Item 1 of this Addendum.

Q18. Is the coastal commission expected to be involved or permits required through them?

A18. Project is exempt from the requirement for both a Coastal Development Permit, and a City Site Development Permit.

Q19. During our site walk we identified a few crossings of what appearto be gas lines, kinder Morgan and SDGE potential 30" lines. These do not appear to be on the documents provided. Could you provide any information available on these?

A19. Please refer to Section C, Item 1 of this Addendum- Outside Utility As Built.

Q20. Are there any restricted work hours?

A20. To be determined during design phase. Please refer to Addendum to Mitigated Negative Declaration and Section 6, PROSECUTION AND PROGRESS OF THE WORK of the Solicitation Document for more information.

Q21. Are there any moratoriums that will affect this project?

A21. To be determined during design phase. Please refer to Addendum to Mitigated Negative Declaration and Section 6, PROSECUTION AND PROGRESS OF THE WORK of the Solicitation Document for more information.

Q22. Is groundwater expected to be encountered? Section 3-12.8.3 of the SSP's specifically mentions a groundwater dewatering system.

A22. To be determined during Design phase.

Q23. Is there any contaminated soil expected to be encountered?

A23. To be determined during Design phase.

Q24. Are there any existing appurtenances required to be adjusted?

A24. To be determined during Design phase.

Q25. Are there any known separation issues with the existing pipeline?

A25. To be determined during Design phase. Please refer to the as built provided in the bridging documents for more information

Q26. What are the depths of the existing CMLC main?

A26. Please refer to the as built provided in Section C, Item 1 of this Addendum for more information.

Q27. Is highlining necessary for the existing CML&C when it is taken out of service and being replaced?

A27. Highlining is necessary for the project.

Q28. Are there any specific phasing requirements for the work or for specific pipeline segments?

A28. Please refer to evaluation and section Criteria Section 4 of the Solicitation Document on page 248.

Q29. Are bypass valves required at all locations on where there are butterfly valves?

A29. To be determined during Design phase.

Q30. Are there any cathodic protection system modifications or any new installations needed, such as new CT Stations? Is there a need to carry the cathodic continuity across the section of pipeline being removed & replaced?

A30. To be determined during Design phase.

Q31. Is there any specialty inspection required?

A31. To be determined during Design phase.

Q32. Is there any asbestos pipe to be removed as part of this project?

A32. Yes. Please refer to Predesign Map and Section C, Item 1 of this Addendum.

Q33. Any traffic signal modifications or temp video detection systems needed as part of this project?

A33. No.

Q34. The portion of Via De La Valle Rd within the project scope is labeled also as Coast Hwy S6. Does Cal trans have jurisdiction over the enter segment of Via De La Valle for this project? What are the limits of Caltrans easement and jurisdictions of traffic and resurfacing requirements?

A34. Portion of Via De La Valle within the project scope (east of San Andreas Dr) is not in Caltrans ROW. Caltrans ROW limit is approximately 800 ft west of San Andreas Dr.

Q35. Section 2-2.2 of the SSP's state that the contractor is to pay for Caltrans inspection costs. Will the contractor be compensated under bid item #8 for the inspection costs?

A35. Caltrans permits may be required if traffic control encroaches into Caltrans ROW. To be determined during Design. Inspection cost and permit cost are included under Bid Item 8.

Q36. are there any concrete or steel encasement requirements for portions of pipeline located in Caltrans ROW?

A36. The pipeline included in the Scope of Work are not in Caltrans ROW.

Q37. The surveying section in the RFP states that the survey is "preliminary in nature and may not have sufficient accuracy or scope to support the 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." The RFP makes reference that all topographic and boundary surveying is to be done by the City. Please confirm that the City will be providing all surveying with sufficient accuracy for final design.

A37. The Design Builder will be required to complete a survey request if needed. Please refer to section 13 – page 41 of the Solicitation Document.

Q38. Addendum 2, A4 and A5 indicate the pressure zones are HGL 470 and 280. The City PUD's pressure zone map indicates the pressure zones are HL 610 and 284.Is HGL 610 the static zone pressure and HGL 470 average (or other operating) pressure? If so, should the PRS be designed to handle low flows at HGL 610? Note, if the pressure reducing station is designed for HGL 470 and it experiences HGL 610 the PRVs may experience cavitation. Please provide EPM planning study, if available.

A38. The 610 and 284 are current pressure zones of the areas shown on the map. The pressure will be adjusted to 470 and 280 after completion of El Camino real north and south projects. The PRS should be designed for HGL 470 and 280.

Q39. Pressure zone HGL 280 is not a closed system, feeding pump stations that serve the San Andres pressure zone HGL 440 and pressure zone HGL 520, with connections to the Santa Fe Irrigation District and City of Del Mar. Does the City want pressure relief valves in the pressure reducing station vault just downstream of the PRVs to handle back pressure? If so, does the water need to be dechlorinated? Is the relief discharge required to flow directly into the existing storm drain, or can it flow to the gutter?

A39. Pressure relief valve would be required for 470 zone. Pressure relief valve need to be connected to nearby storm drainpipe. Dichlorination is not required.

Q40. Is the pressure reducing station required to have a Sump or Sump Pump? If a Sump Pump is required, Is the discharge required to flow directly into the existing storm drain, or can it flow to the gutter?

A40. Yes, please refer to section 4.4 of City of San Diego Water Design guideline for more information.

Q41. For pressure reducing station communications, confirm whether an antenna is required to relay the signals to PUD and if so, will the City perform the line of site survey to verify that an antenna is viable? If it is already known that an antenna is not viable, what method is required for communications?

A41. Line of sight study is required and will be provided by City. Depending on the result of line-of-sight study, community output, and Instrumentation and Control team assessment, the preferred communication method will be determined during Design.

Q42. For the pressure reducing station communications, what features are required, for example, Pressures – upstream and downstream, PRV control, Low power and power failure alarm, High water in vault alarm, Intrusion alarm?

A42. Please refer to section 4.4 of City of San Diego Water design guideline for more information.

Q43. Are lighting and receptacles required in the pressure reducing station?

A43. Please refer to section 4 of City of San Diego Water design guideline.

Q44. Is backup power required and if so for what equipment and appurtenances?

A44. No- Please refer to section 4 of City of San Diego Water design guideline.

Q45. Are flow meters required? If so, what type of meter would be required (venturi, ultrasonic, mag etc.)?

A45. Yes-Needs to be determined during design.

Q46. Will the City be responsible for paying for fees associated with SDG&E for power to the new meter pedestal?

A46. Yes.

Q47. Is the pressure reducing station hatch to be HS20 rated?

A47. Please refer to section 4 of City of San Diego Water design guideline.

Q48. Is the pressure reducing station hatch to be double leaf and open to the full width and length of the vault?

A48. Please refer to section 4 of City of San Diego Water design guideline.

Q49. Is the top of the pressure reducing station to be at grade or raised above grade to minimize water intrusion? Preferably

A49. Please refer to section 4 of City of San Diego Water design guideline and the PRS location should be ideally located outside traffic lanes.

Q50. Figure 4-1 from the City's 2021 Water Facility Design Guidelines shows one normally closed resilient seated gate valve on the mainline. Are any other valves, related to the pressure reducing station, required on the mainline?

A50. Need to be determined during Design.

Q51. Is all pressure reducing station piping to be metallic (i.e., ductile iron (DI) or steel (CML&C))? If so, is bonding across all fixtures required and cathodically protected with an anode system?

A51. Need to be determined during Design.

Q52. Is the PRS required to be below grade? If it is acceptable to be above grade, is it to be enclosed with screened vinyl coated chain link fence?

A52. Need to be determined during Design.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Attachments, Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, AND BRIDGING DOCUMENTS, Section 42, **BRIDGING DOCUMENTS**, **Subsection 42.1**, page 70, **DELETE** "provided google link" and **SUBSTITUTE** with the following:

   https://ecpfiles.sandiego.gov/CIP_Contracts/K-26-2215-DB1-3/Addendum%203%20K-26-2215-DB1-3.zip

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *November 20, 2025*
San Diego, California

RA/ED/na

City of San Diego

CITY CONTACT: Ron McMinn Jr., Contract Specialist, Email: RMcMinn@sandiego.gov
Phone No. (619) 533-4618

ADDENDUM 4

PROPOSAL DOCUMENTS

e - Bidding

FOR

VIA DE LA VALLE PIPELINE

RFP NO.:	**K-26-2215-DB1-3**
SAP NO. (WBS/IO/CC):	**B-22015**
CLIENT DEPARTMENT:	**2000**
COUNCIL DISTRICT:	**1**
PROJECT TYPE:	**KB, IJ**

PROPOSALS DUE:

2:00 PM
DECEMBER 16, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER's QUESTIONS

Q1. Does Public Contract Code 7105 apply to this project?

A1. This project's dispute procedures are specifically defined by the 2021 Whitebook and 2021 Greenbook and the Design-Build Agreement, which together satisfy the statutory requirements of PCC § 7105.

Q2. Are sub consultants carried under the prime counted towards participation goals?

A2. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE/ELBE Subcontractors will be recognized as participants in the Contract. Please see RFP Attachment C, Section B, Subsection C-1 for more information.

Q3. Who is responsible for placing the Builders Risk policy on the project?

A3. The Design-Builder is responsible for securing and maintaining the Builder's Risk policy in accordance with Section 5-4 of the 2021 WHITEBOOK.

Q4. Is a bid bond required to be submitted with bid proposals for this project? I do not see any bid bond form in the solicitatio and or a place for it to be uploaded on Planetbids.

A4. No.

Q5. Are there any areas for staging or laydown that the City can provide or will the contractor be required to locate their own laydown area?

A5. To be determined in Design.

Q6. Has the City already coordinated with the property owner and have agreement in place for the proposed location of the PRS? Is the proposed location with the City's ROW?

A6. The proposed location should be within City's ROW.

Q7. Is there an alignment mistake on the pre-design map for the future 16"

water main shown in detail "C"? Please confirm that the alignment shown is correct and the City does not want the 16" PVC for future to be located wihtin the street on El Camino Real, south of Via de la Valle.

A7. The alignment of the El Camino Real will be shifted to the east as part of El Camino Real to Via De La Valle (1/2 Mile) project.

Q8. Is there a requirement for an exclusive community liaison on this project? A project of this magnitude and located in a major street typically has this requirement, however we did not find it called for in the RFP.

A8. Community liaison specified in Section 31, Community Relations and Public Outreach Program, page 56 through 57 of the Solicitation Document.

Q9. What is the existing highline feeding (east side of the driveway of 2830 Via De La Valle and the blowoff approx 1700ft east of the interection of San Andres Dr. and Via De La Valle.

A9. It is feeding the community of Sante Fe Downs-Community of 19 homes at the junction of Via De La Valle and Sata Fe Downs Sq. The existing 24 inch CMLCS pipe is not in service now.

Q10. Detail A on the Predesign Water Map shows abandonment of the 4" lateral to the polo fields. Does this lateral need to be slurry filled or can it be abandoned with a concrete plug per SDRSD WP-03?

A10. The lateral need to be slurry filled.

Q11. In detail 'A' of the predesign map, with the City consider allowing the design to show removing and replacing 16" ACP and then transitioning to replace the 24" CMLC main at the curve of Via De La Valle. This removes two 90-degree bends and allows for a straighter alignment. Abandon the 24" CMLC between the connections.

A11. To be determined in Design.

Q12. We understand there will be future utility work going on in the area. Can you provide any information that we should be aware of to make sure this is planned properly for any future activities to avoid rework of the line?

A12. To be determined during Design.

Q13. Is there an anticipated NTP date?

A13. Tentative date: May 2026

Q14. We anticipate producing graphics on 11x17 pages including conceptual plans, organizational charts, etc. Will these pages be included in the page count? If so, will they be treated as one page or two toward the page count?

A14. Please refer to Section 11, Submittal Requirements, pages 15 through 16 of the Solicitation Document.

Q15. The scope of work states that the project includes..."the replacement of an active water meter and associated lateral, the installation of 3 new water services..." There are 5ea. water services labelled as 70, 47, 46, 49, and 48, shown on the Predesign Water Map in between Santa Fe Downs Sq. and San Andres Dr. and located on the North Side of Via De La Valle. What are these services for? Since they are not mentioned in the scope, are these existing water services to be abandoned or replaced? Do they need to be highlined/kept in service?

A15. 70 is the connection to an existing hydrant, 46 and 47, 48 are existing connections to air valves, 49 is an existing connection to blow off valve. The 3 new services are shown in the predesign map and the replumb agreement need to be coordinated with Sante Fe Irrigation district and residents.

Q16. There is an existing fire hydrant approximately 170ft to the west of 3702 Via De La Valle on the North side of the street in the grass area. What is currently feeding this hydrant? Can it be used as a source for the highline?

A16. There is no existing City of San Diego water pipeline in that location. It is Santa Fe Irrigation District hydrant and cannot be used as source for highline.

Q17. At the point of connection from the new 16" water main to the existing 20" SCRW main on Via De La Valle just East of San Andres Dr. there appears to be an existing Tee where the 20" SCRW line splits into a 16" AC line and a 24" CMLC line. The predesign drawing shows replacement of the 24" CMLC water main up to the Tee. Does the city expect the contractor to replace this Tee and valves or connect the new 16" main to the North side of it?

A17. The 16 inch AC pipeline needs to be abandoned as part of this project and all the existing water services connected to it need to be replumbed to the new 16 inch pipe. The Tee and valves need to be replaced.

Q18. At Via De La Valle and De La Valle Pl, Detail C on the predesign water map states "Install 16" x 16" Tee with blind flange for future new 16" water main," however, a cross is needed to provide a future stub out to the north. Can you please clarify the intent here and confirm whether this should be a cross or a tee?

A18. There will be a future water projects that needs to be connected to the stub out on the south west side. Cross will be required. Please refer to updated predesign map, Section C, Item 1 of this Addendum.

Q19. For determining whether the new 16" water main needs to be DR 14 or DR18), what is the pressure in the 24" CMLC water main being replaced?

A19. The new HGL will be 280 and the maximum pressure needs to be determined in design. Please refer to water design guideline for more information.

Q20. Is it acceptable to connect to/temporarily energize the 8" water main on Santa Fe Downs with a highline to minimize impact on the homes in that community?

A20. Yes and there is an existing highline since the 24 CMLCS inch is out of service.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Attachments, Attachment E, Appendices, **APPENDIX N - PREDESIGN MAP**, pages 230 through 231, **DELETE** in their entirety and **SUBSTITUTE** with pages 7 through 8 of this Addendum.

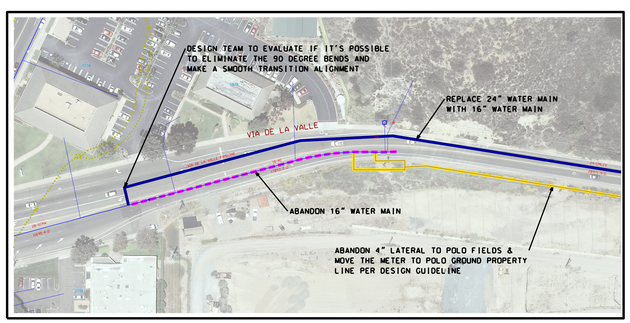
Elif E. Cetin, Director
Engineering & Capital Projects Department

Dated: *December 5, 2025*
San Diego, California

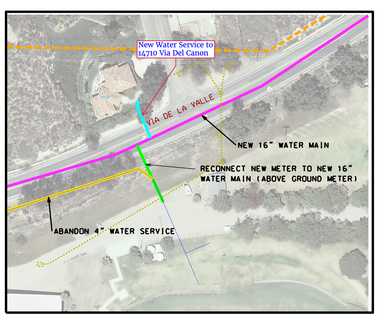
EEC/ED/na

APPENDIX N

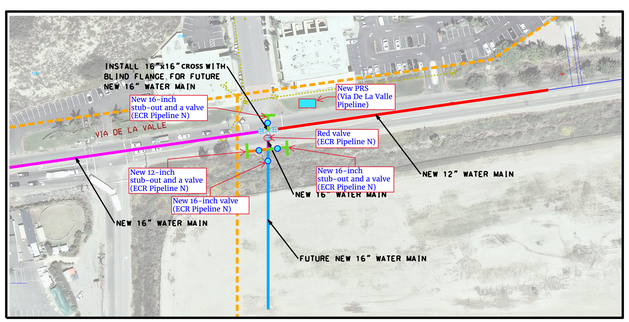
PREDESIGN MAP



DETAIL 'A'



DETAIL 'B'



DETAIL 'C'

N

SCALE: 1" = 150'

PRELIMINARY ENGINEERING SECTION
PROJECT MANAGER: NADER NAGHAVIAN
DATE: _____
PROJECT ENGINEER: VIRGINIA OSKOUI
DESIGN SECTION
PROJECT MANAGER: ALEJANDRA GONZALEZ
DATE: _____
PUD PROGRAM MANAGEMENT SECTION
PROJECT MANAGER: JEROME POTENCIANO
DATE: _____

LEGEND

- REPLACE 24" WATER MAIN WITH 16" WATER MAIN
- NEW 16" WATER MAIN
- NEW 12" WATER MAIN
- RECONNECT THE EXISTING WATER SERVICE TO THE NEW 16" WATER MAIN
- FUTURE NEW 16" WATER MAIN
- WATER MAIN TO BE ABANDONED
- WATER SERVICE TO BE ABANDONED
- EXISTING WATER MAIN
- EXISTING WATER SERVICE
- EXISTING WATER VALVE
- EXISTING WATER PUMP
- EXISTING REDUCER
- EXISTING PRESSURE REDUCING STATION
- EXISTING CLOSED GATE VALVE
- PRESSURE ZONE BOUNDARY
- FS EXISTING FIRE SERVICE
- EXISTING FIRE HYDRANT
- EXISTING STORM DRAIN
- NEW WATER SERVICE

VIA DE LA VALLE PIPELINE
PREDESIGN WATER MAP

City of San Diego

VIA DE LA VALLE PIPELINE

TECHNICAL PROPOSAL

RFQ #: K-26-2215-DB1-3

December 16, 2025

McCARTHY

RICK

Identification of the Design-Builder

Legal Name and Address

McCarthy Building Companies, Inc.
12830 El Camino Real, Suite 200
San Diego, CA 92130

Legal Form of Company

Corporation

Year of Establishment

1864

Identify the Parent Company

McCarthy Building Companies, Inc. is a wholly-owned subsidiary of McCarthy Holdings, Inc.

Address of Main Office

12851 Manchester Rd.
St. Louis, Missouri, 63131

Address of San Diego Office

12830 El Camino Real, Suite 200
San Diego, CA 92130

Contact Information for Firm

Robert Betz, Executive Vice President
rbetz@mccarthy.com
(858) 784-0347

Number of Employees in San Diego County

316

Applicable Licenses

City of San Diego Business License:

B1995012120, Expiration 3/31/2026

State Contractor's License Number:

411173
Classifications: A, B, C-4, C-8, C10, C20, C36, C61/D56
Expiration 8/31/2027

Professional Engineering/Architect License Number:

B1974001388, Expiration 6/30/2026

Person to Contact Concerning the Proposal

Robert Betz, Executive Vice President
12830 El Camino Real, Suite 200
San Diego, CA 92130
rbetz@mccarthy.com
(858) 784-0347

Cover Letter

December 16, 2025

City of San Diego
202 C Street
San Diego, CA 92101

Re: City of San Diego Via de la Valle Pipeline
Request for Proposal, RFP No: K-26-2215-DB1-3
Attn: Ron McMinn Jr., Contract Specialist

Dear Mr. McMinn and Members of the Selection Committee,

The design-build team of McCarthy Building Companies, Inc. (McCarthy) and RICK Engineering (RICK) is pleased to submit our response to your Request for Proposal for the Via de la Valle Pipeline project.

Our team is eager to respond to this request for proposal, knowing we are uniquely positioned to provide the knowledge, expertise, and collaboration needed to bring the highest level of value and efficiency to the City of San Diego and our friends, families, and neighbors who are served by important infrastructure projects like the Via de la Valle Pipeline.

Why McCarthy | RICK?

Design-Build Expertise – McCarthy and RICK are familiar partners, bringing years of design-build experience to this project, both together and individually. McCarthy's resume is representative of more than 400 design-build projects totaling over $18 billion in value.

This delivery model is not one that every contractor is familiar with, demanding a specific level of expertise and experience to successfully navigate. As the City's team utilizes design-build delivery for one of the first times on this scale of project, it is critical to have a team who fully understands how to maximize the benefits and efficiencies this delivery model can provide. We look forward to sharing valuable lessons learned, fostering a collaborative environment, and helping drive decision-making that will bring your vision for the replacement of this pipeline to life.

Pipeline Replacement Expertise – The McCarthy | RICK team understands the crucial logistics, schedule and quality considerations of pipeline replacement projects. For decades, McCarthy has established a reputation as a best-in-class pipeline replacement and utility contractor, while RICK has been responsible for the design of hundreds of miles of pipeline projects in the San Diego Region. The team's familiarity with pipeline projects allows us to minimize any learning curves needed to deliver this project successfully and with the least amount of disruption possible.

Safety Focused – As one of San Diego's largest general contractors, McCarthy is renowned for our exceptional safety record and practices. Our safety culture is a core component of who we are, with the belief that sending every person home safe is the most important thing we do each day. With this focus, combined with industry leading practices and procedures, McCarthy has been able to achieve a safety record that is four times better than the industry average, making us one of the safest companies in the construction industry. This safety focus is especially important when considering the Via de la Valle Pipeline project. With an active, busy roadway bounded by houses and protected environments, effective safety practices will be critical to the project's success from day one. From groundbreaking to ribbon-cutting, the City of San Diego and the citizens of the greater Del Mar area can anticipate a clean, organized, and safe site throughout construction.

Your Local, Community-Focused Team– Each member of our design-build team and the personnel within it are located right here in San Diego, taking great pride in building critical infrastructure that serves our families, friends, and neighbors. This design-build team is accessible, available, and ready to collaborate with the City of San Diego at every step of design and construction.

The McCarthy | RICK design-build team is ready to serve as your trusted partner. We are excited to embark on this critical project as a unified, client-focused team, and look forward to creating a value-driven, thoughtfully planned project that will serve the community near Via de la Valle for years to come.

Sincerely,

Robert Betz

Executive Vice President

McCarthy Building Companies, Inc.

rbetz@mccarthy.com

McCarthy Building Companies, Inc.

Certified Copy of Corporate Records

THE UNDERSIGNED, a duly elected Assistant Secretary of McCarthy Building Companies, Inc., a Missouri Corporation (the "Company"), certifies that she is authorized to execute this certificate on behalf of the Company.

DELEGATION OF SIGNING AUTHORITY TO AUTHORIZED OFFICERS

The UNDERSIGNED further certifies that below is a true and correct abstract of a resolution adopted by Unanimous Written Consent of the Board of Directors, effective as of January 1, 2025, and that the resolutions have not been amended or revoked in any manner, and remain in full force and effect:

NOW THEREFORE BE IT RESOLVED, that pursuant to the authority set forth in Section 5.1 of the Bylaws, each Authorized Officer is hereby authorized, empowered, and directed in their capacity as an officer of the Company to do any of the following:

1. Sign, on behalf of and in the name of the Company, bids, proposals, qualifications, mechanics lien waivers, releases, and any and all surety bonds of whatever nature, and execute and deliver contracts and subcontracts, including amendments and supplements thereto.

2. Negotiate and conclude any contract, agreement, and lease, and make and execute any document or take any other action which he or she may deem necessary, proper, or convenient for acquiring and maintaining adequate machinery, equipment, vehicles, facilities, and furniture and fixtures necessary to the performance of the Company's business.

APPOINTMENT AS AN AUTHORIZED OFFICER

THE UNDERSIGNED certifies that by way of resolutions adopted by unanimous written consent of the Company's Board of Directors effective as of January 1, 2025, Robert Betz, Executive Vice President Operations, SoPac Region was appointed as an Authorized Officer, and authorized to sign documents on behalf of the Company as described in the abstract of the resolution provided above.

IN WITNESS WHEREOF, the undersigned is familiar with the matters certified herein and makes this certificate based on her personal knowledge and has affixed her signature on February 18, 2025.

Kristina De La Rosa
Assistant Secretary
McCarthy Building Companies, Inc.

(Corporate Seal)

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2 Summary of Proposal

3 Project Team

4 Technical Approach and Design Concept

5 Construction Plan

6 Equal Opportunity Contracting Program

7 Reference Checks

8 Attachment: Certifications and Forms

A Appendix

1

PROPOSER EXCEPTIONS TO THIS RFP

1.1. Proposer Exceptions to this RFP

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 nonresponsive.

McCarthy Building Companies takes no exceptions to this RFP.

Addenda to this RFP

We verify receipt of:

- Addendum 1, received on **October 28, 2025**
- Addendum 2, received on **November 7, 2025**
- Addendum 3, received on **November 20, 2025**
- Addendum 4, received on **December 5, 2025**

2

SUMMARY OF PROPOSAL

2.1 Summary of Proposal

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

The design-build delivery model provides an opportunity to collaborate, interact, and work together in real-time towards impactful solutions. As we collaborate in the months ahead, the team of McCarthy | RICK looks forward to gaining a better understanding of the needs of the City of San Diego and the citizens who will be served by this pipeline replacement to ensure we enact an optimal, unobtrusive construction approach that will provide value to the community for decades to come.

The qualifications and approach outlined in our response demonstrate that McCarthy | RICK is uniquely positioned to provide the efficiency, value, and coordination necessary to successfully deliver the Via de la Valle Pipeline project.

Experience Together & with the City of San Diego

By teaming with RICK and their 70 years of experience in San Diego, McCarthy will provide the City with a team of experienced, veteran personnel who carry the design, construction, and local knowledge that can only be gained by completing several successful pipeline projects for the City.

Our team is ready to provide the City of San Diego with the depth of resources needed for efficient construction, with hundreds of local team members available nearby and a dedicated, experienced staff for every phase of the project. With these resources, and McCarthy's own equipment yard in nearby Lakeside, we can provide the responsiveness necessary to meet any challenge quickly and effectively.

In addition, RICK has assembled an experienced team with recent City of San Diego pipeline project experience, including Otay 2nd Pipeline Phase 2 and AC Woodman Street Pipeline Replacement Design-Build, Pacific Beach Pipeline South, Catalina Transmission Emergency Replacement (Design-Build), and several other projects. Additionally, we have partnered with highly qualified subconsultants and subcontractors who have successfully collaborated with our teams and the City of San Diego previously.

The team will be led by Project Director Ryan Miller, who serves as the primary point of contact for the City and maintains responsibility for schedule, budget, and project completion from design through construction. With more than 17 years of experience, Ryan brings the knowledge, experience, and understanding of the City's projects and design-build processes. Edgar Camerino of RICK serves as Principal-in-Charge, and Nick Dorner will serve as Design Project Manager and Engineer-of-record. Ryan, Edgar, and Nick bring extensive experience with design-build projects, infrastructure pipeline projects, and past work with the City of San Diego.

Maintaining Operations

Given this project's nature, we understand the critical importance of maintaining the City's operations as smoothly as possible throughout construction. As a team of local builders with an office near Via de la Valle, ensuring continued access to clean, safe potable water for our neighbors and friends, along with minimal impact to the uninterrupted traffic flow, is personal to us.

Using proven processes, lessons learned, and a dedicated operations team, we will develop a comprehensive plan detailing the steps and procedures for tie-ins and other potentially challenging activities, ensuring they are executed with minimal disruption.

A critical component of this success involves establishing clear communication lines between McCarthy's Design-Build Manager, the Engineer of Work, City Staff, and the surrounding community through planned, implemented, and effectively communicated processes.

Throughout all construction phases, our team will utilize flaggers or automated systems for any required one-way traffic. Our team members have spent most of their careers working in similar environments, bringing a unique understanding of how to build efficiently in these settings while reducing traffic, noise, and other disruptions.

Small and Local Business Knowledge

As demonstrated later in our proposal, McCarthy | RICK is deeply dedicated to enriching the community we live and work in through our commitment to inclusion opportunities for our workforce and trade partners.

Success for the City of San Diego means more than just an efficient construction process. Our goal is to build the Via de la Valle Pipeline for our community, with our community.

McCarthy commits to goals for small, minority, and diverse-owned business participation on every project, providing outreach to community organizations, trade associations, and leaders in targeted business communities to help them become part of our work program. Additionally, our team develops project-specific inclusion plans, supports minority contractor success, and tracks and reports on our results to create a quantifiable difference in our community.

Our proposed project team is made up of San Diego builders who are proud of where they live and excited to improve their community in a tangible, meaningful way. The diverse perspectives this team brings will help drive value and the best outcomes for each stage of the project.

We look forward to bringing a workforce to the Via de la Valle Pipeline project that is representative of the community we live in, is inclusive and equitable, and treats each other with respect.

3

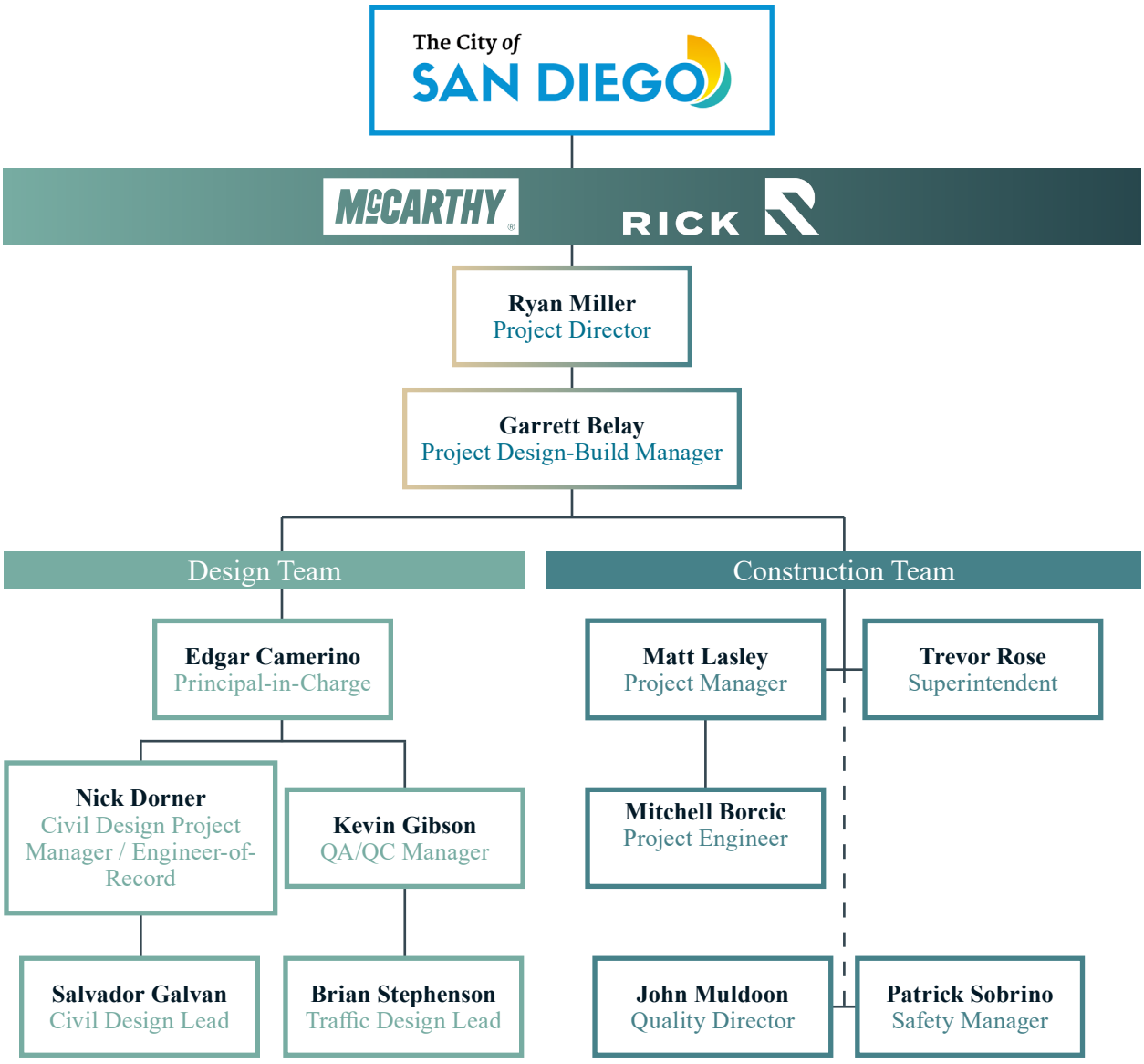
PROJECT TEAM

Project Team

3.1 Proposed Management Plan

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:

The McCarthy | RICK design-build team is organized in a manner that emphasizes collaboration, integration, and innovation across all disciplines. Our team is led by executives and directors from both firms who will work alongside the City of San Diego and all stakeholders to enact critical decisions. Ryan Miller will serve as the main point of contact for McCarthy, while Edgar Camerino will serve as the Principal in Charge for Design. We have outlined the key personnel that will be assigned to this project below:



McCarthy | RICK have developed a highly-qualified and experienced design-build team for the Via de la Valle Pipeline project. Collectively and together, our firms have a long history of performing critical work for the City of San Diego, both in construction and design. We are excited to join together to provide the quality, value, and level of disruption mitigation you have come to expect from two of San Diego's premier firms.

3.1.1 CIVIL

The McCarthy | RICK design-build team have extensive civil experience. RICK has a 70-year history of designing pipeline infrastructure projects in the City of San Diego. During their seven decades of designing the region's infrastructure, RICK has built a reputation as a high-quality and innovative company. McCarthy has successfully delivered countless projects in high-profile environments, completing millions of linear feet of utility infrastructure. Our civil team is an industry leader in safety and quality. Having partnered with clients that demand the highest standards, such as the City of San Diego, Sharp, Scripps, and UC San Diego, we understand rigorous expectations and consistently deliver the highest-quality product. It is this quality of service and innovation that our design-build team will bring to this project.

Pipeline Experience

Our team has extensive experience designing large diameter pipeline systems involving design and phasing components similar to those of this project. Similar experience includes the Otay 2nd Pipeline Phase 2 and AC Woodman Street Pipeline Replacement, Pacific Beach Pipeline South, 30th Street Pipeline Replacement, and Catalina Transmission Pipeline Emergency Replacement projects. We understand what is involved in designing and managing a project of this size and complexity. Additionally, we have familiarity and a longstanding history of collaboration with community groups and other local stakeholders. Our team is equipped to provide the required services with the necessary capacity of resources to complete this project. Our collective experience and knowledge ensures that we are capable of accommodating any anticipated or unanticipated challenges that may arise.

Services for this Project

Our team will provide the civil design and traffic design services needed for this project, including drawings and specifications for the water pipelines, ADA compliance design and associated surface improvements, traffic control, and Caltrans permitting for traffic control. Additionally, RICK will oversee the design work performed by design subconsultants and lead QA/QC efforts during the design stage. McCarthy will work closely with the City of San Diego team to deliver the safest and most cost-effective project possible through diligent communication and a true spirit of partnership. Our construction team is committed to working collaboratively with the City to deliver a high-quality product that meets the expectations of the community.

3.1.2 ENVIRONMENTAL

The McCarthy | RICK design-build team will coordinate with the environmental staff of the Engineering and Capital Projects Department to obtain any required environmental documents for the Via de la Valle Pipeline project. RICK's Environmental Department will ensure compliance with the City's Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines as identified in Section 1.4.3 of the Multiple Species Conservation Program's Subarea Plan due to the project's adjacency to the MHPA in certain areas.

Our team will coordinate with the City of San Diego Engineering & Capital Projects Department environmental staff to prepare required environmental documents and obtain relevant environmental permits for this project. We will comply with the City's Multi Habitat Planning Area (MHPA) Land Use Adjacency Guidelines as listed under Section 1.4.3 of the Multiple Species Conservation Program's Subarea Plan. Work in MHPA adjacent areas will be scheduled outside the avian breeding season (approximately March 1–September 15). Prior to any clearing/grubbing or noise generating work near the MHPA, our contracted biologist will conduct pre-activity nesting bird surveys and implement any required monitoring and noise attenuation per CEQA MMRP and agency direction. Where suitable habitats exist, we will have a qualified bat biologist complete a roosting habitat assessment no less than 60 days before vegetation removal or alteration. If a suitable habitat is found, the biologist will conduct summer nighttime bat surveys (June–August) and implement species specific avoidance and minimization measures, as needed.

Due to the potential for subsurface resources, our team will contract an archaeological, Native American, and paleontological monitoring consultant to provide oversight and monitoring services prior to, during, and post construction. This consultant will also provide oversight and manage the defined discovery and curation procedures outlined in the MMRP.

The project footprint is within public ROW and CEQA review, which did not identify new significant impacts to waters; however, any deviation outside the approved footprint or unanticipated effects to waters/wetlands may trigger Section 404/401 permitting and additional state/federal review.

The project will comply with CARB In Use Off Road Diesel Fueled Fleets regulations and the 5 Minute Idling Policy. Subcontractors with applicable fleets will provide a current Certificate of Reported Compliance prior to site work; noncompliance will be reported within 5 days of discovery. All applicable (>25 BHP) off-road rental equipment will operate on R99/R100 renewable diesel, with usage records maintained. We will post the required Prime Contractor Signage in conspicuous locations, and comply with San Diego County APCD rules, including delegated NSPS/NESHAP requirements, nuisance prohibitions, and visible dust limits. We will prevent visible dust beyond the property line exceeding 3 aggregate minutes in any 60-minute period, implement effective track out controls, and use only PM10 efficient street sweepers; no blowers will be used.

Our team will utilize specialists as needed to ensure environmental protections are put in place before any work is started. Specialists will include:

- **Biologists for pre-activity nesting bird surveys**

- **A bat biologist to complete a roosting habitat assessment, as well as summer nighttime bat surveys if a suitable habitat is found.**

- **An archaeological, Native American, and paleontological monitoring consultant to provide oversight and manage the discovery and curation procedures.**
- **A California certified asbestos abatement contractor to complete pre-demolition hazardous material surveys, submit NESHAP notifications, and perform any abatement / removal.**

Our team is also aware of the adjacent LUST sites. All but one case have been closed, and that site is located far enough away from the project that it is not expected to cause any impacts to contaminated soils. If impacted soils or vapors are encountered, we will prepare and implement a Soil Management Plan. Any off-site soil reuse will be evaluated for San Diego RWQCB R9 2019 0005 Conditional Waiver 9 applicability. Any construction dewatering discharges — though not anticipated for this scope — will be permitted and treated as required before discharge. Available data indicates groundwater at approximately 15–20 feet bgs with potential petroleum hydrocarbon and/or VOC impacts; if encountered, we will implement treatment prior to discharge and update plans accordingly. Additionally, any hydrostatic test water discharges (e.g., fire sprinklers, water, sewer) will be permitted prior to release.

Our team does not anticipate additional environmental studies beyond those outlined above; however, we are prepared to perform surveys, monitoring, and permitting actions necessary to maintain full compliance and schedule integrity. We will coordinate closely with the City's environmental staff on submittals, survey timing, permit filings, and record-keeping.

Project Adjacent Vegetation and Multi Habitat Planning Area (MHPA)

Project Adjacent Vegetation and Multi Habitat Planning Area (MHPA)

Ryan Miller

PROJECT DIRECTOR

As Project Director, Ryan will be the Operational Lead for this project. He will work closely with the Matt Lasley, Project Manager, and Trevor Rose, Superintendent, to develop daily activities and forecast upcoming work activities, as well as providing appropriate communication to the project stakeholders. He will lead meetings, provide updated schedule, contract, and cost information, as well as maintaining responsibility for risk management and oversight of all subcontractors and vendors.

17 Years of Experience

EDUCATION

Bachelor of Science, Construction Engineering Management, Oregon State University

CERTIFICATIONS

LEED Accredited Professional, U.S. Green Building Council

NOTABLE EXPERIENCE INCLUDES:

- Central Elementary School, San Diego Unified School District, East San Diego, San Diego, CA
- Mesa College Math & Science Building, San Diego Community College District, San Diego, CA
- Earl Warren Middle School New Main Campus, San Dieguito UHSD, Solana Beach, San Diego, CA

Garrett Belay

DESIGN-BUILD MANAGER

Garrett will serve as the Design-Build Manager for this project, overseeing all phases of design and construction to ensure all design services, project milestones, and construction activities are completed on time, of the highest-quality, and to the satisfaction of the City of San Diego. Garrett will develop the project work plan and schedule to describe how the project team will complete the project on schedule, within the contract budget, and meet all Engineering and Capital Projects Department and Water and Sewer Design Division requirements.

12 Years of Experience

EDUCATION

Bachelor of Science, Civil Engineering, Cal Poly Pomona

NOTABLE EXPERIENCE INCLUDES:

- Gaylord Pacific Resort & Convention Center, Chula Vista, CA
- Mapleview Green Street, County of San Diego, Escondido, CA

Edgar Camerino, PE
PRINCIPAL-IN-CHARGE

34 Years of Experience

EDUCATION

Bachelor of Science, Civil Engineering, San Diego State University

CERTIFICATIONS

Professional Engineer (PE), in CA, No. 58844

Edgar is a Principal in RICK's Public Works Division who will provide senior leadership and oversee all design aspects while working with the Design Project Manager to ensure high-quality, on-schedule delivery. With over 30 years of experience in San Diego region pipeline and public works infrastructure, Edgar has managed design services for numerous large projects, including multi-disciplined pipeline, design-build, and emergency projects. He will apply his experience and familiarity with Engineering and Capital Projects Department and Public Utilities Department staff to develop effective pipeline designs for this project.

NOTABLE EXPERIENCE INCLUDES:

- El Camino Real Bridge and Roadway Widening, City of San Diego, San Diego, CA
- Via de la Valle Road Widening, City of San Diego, San Diego, CA
- West Mission Bay Drive Bridge Replacement, City of San Diego, San Diego, CA

Nick Dorner, PE
CIVIL DESIGN PROJECT MANAGER / ENGINEER OF RECORD

14 Years of Experience

EDUCATION

Bachelor of Science, Civil Engineering, San Diego State University

CERTIFICATIONS

Professional Engineer (PE), in CA, No. 83491

Nick is an Associate Principal with RICK's Public Works Division. He has managed numerous projects and gained extensive knowledge of water and sewer facility design and construction. His deep understanding of the City's standards has guided plans, specifications, and estimates for projects including the Pacific Beach Pipeline South, El Camino Real Bridge and Road Widening, and Catalina Transmission Emergency Replacement. Nick will leverage his experience coordinating with the Engineering and Capital Projects Department and Public Utilities Department for this project.

NOTABLE EXPERIENCE INCLUDES:

- Otay 2nd Pipeline Phase 2 Replacement and AC Woodman Street Pipeline Replacement, City of San Diego, San Diego, CA
- 30th Street Pipeline Replacement, City of San Diego, San Diego, CA
- El Camino Real Bridge & Roadway Widening, City of San Diego, San Diego, CA

Salvador Galvan, EIT

CIVIL DESIGN LEAD

Salvador is a Principal Project Manager in RICK's Public Works Division and will serve as the Civil Design Lead for this project. He has over a decade of experience working on City of San Diego public works projects and is knowledgeable about the development of PS&E packages for water and sewer projects. He has contributed to multiple City of San Diego projects including Alvarado Trunk Sewer Phase IV and Encanto Improvements 2.

13 Years of Experience

EDUCATION

Bachelor of Science, Civil Engineering, San Diego State University

CERTIFICATIONS

Engineer-in-Training (EIT), No. 154768

NOTABLE EXPERIENCE INCLUDES:

- AC Water Group Job 1033, City of San Diego, San Diego, CA
- Water and Sewer Group Job 812 & 841, City of San Diego, San Diego, CA
- Chollas Creek Multi-Use Path (MUP) and Barrio Logan Improvement, City of San Diego, San Diego, CA

Kevin Gibson, PE

QA/QC MANAGER

Kevin is a Principal in RICK's Public Works Division with 35 years of experience as a professional engineer. He serves as RICK's Municipal Practices Lead, a role earned through his extensive background in public works infrastructure. His deep experience in pipeline and public works projects throughout the San Diego region will directly benefit this project. He will serve as the Design QA/QC Manager, responsible for ensuring that the construction documents comply with RICK's QA/QC standards and meet the City of San Diego's requirements to support successful implementation during construction.

35 Years of Experience

EDUCATION

Master of Business Administration, Civil Engineering, San Diego State University

Bachelor of Science, Civil Engineering, University of Wisconsin

CERTIFICATIONS

Professional Engineer (PE) in CA, No. 52295

NOTABLE EXPERIENCE INCLUDES:

- Otay 2nd Pipeline Phase 2 Replacement and AC Woodman Street Pipeline Replacement, City of San Diego, San Diego, CA
- 30th Street Pipeline Replacement, City of San Diego, San Diego, CA
- Pacific Beach Pipeline South, City of San Diego, San Diego, CA

Brian Stephenson, PE, TE, PTOE

TRAFFIC DESIGN LEAD

Brian is an Associate Principal in RICK's Traffic Department with nearly 30 years of relevant experience. He has worked on several recent City of San Diego projects including the Pacific Beach Pipeline South. Brian will be responsible for traffic engineering services, preparing plans for detours and any temporary modifications while minimizing impacts to the public, businesses, and residents near the project site.

27 Years of Experience

EDUCATION

Bachelor of Science, Civil Engineering, University of New York at Buffalo

CERTIFICATIONS

Professional Engineer (PE) in CA, No. 69471

Professional Traffic Engineer (TE) in CA, No. 2419

Professional Traffic Operations Engineer (PTOE), No. 2169

NOTABLE EXPERIENCE INCLUDES:

- Otay 2nd Pipeline Phase 2 Replacement and AC Woodman Street Pipeline Replacement, City of San Diego, San Diego, CA
- 30th Street Pipeline Replacement, City of San Diego, San Diego, CA
- Pacific Beach Pipeline South, City of San Diego, San Diego, CA

Matt Lasley

PROJECT MANAGER

Matt will function as the on-site team leader, serving as the primary point of contact throughout the project. Matt oversees preconstruction, construction, schedule, cost control, and subcontractor/vendor management of the project. Working closely with the Trevor Rose, the project superintendent, Matt will develop daily activities and forecast upcoming work to provide appropriate communications to stakeholders.

7 Years of Experience

EDUCATION

Bachelor of Science Civil Engineering, Loyola Marymount University

CERTIFICATIONS

OSHA 30-Hour Construction

NOTABLE EXPERIENCE INCLUDES:

- Sharp Memorial Metropolitan Medical Campus - Modernization Plan, San Diego, CA
- Bioterra Life Science Office Building, San Diego, CA
- Scripps Hospital Prebys Tower II, La Jolla, CA

Trevor Rose

CIVIL PROJECT SUPERINTENDENT

As the civil superintendent, Trevor will oversee projects in the field to make sure teams are planning and executing work effectively and efficiently. Trevor will collaborate with team members in the process of assigning labor, equipment, and materials. As the superintendent, Trevor will be on-site for critical activities, communicating with project management and coordinating jurisdictions with authority. An expert in putting work in place effectively, Trevor focuses on productivity and workmanship for every project in order to achieve all standards of satisfaction for quality and safety.

19 Years of Experience

CERTIFICATIONS

OSHA 30-Hour Construction

First Aid CPR

Confined Space Training

Competent Person Training

NOTABLE EXPERIENCE INCLUDES:

- Sharp Memorial Metropolitan Medical Campus - Modernization Plan, San Diego, CA
- Scripps Hospital Prebys Tower II, La Jolla, CA

Mitchell Borcic

PROJECT ENGINEER

Mitchell will serve as the Project Engineer, coordinating all construction activities to help ensure milestones are met at every project phase. He will perform constructibility and value engineering reviews during the design and construction phases, and will be on-site to quickly help resolve any challenges that may arise in the field. Mitchell is a dedicated team member who emphasizes the importance of communication and collaboration, and will focus the team to ensure the project runs smoothly and is built safely, with the highest levels of quality.

2 Years of Experience

EDUCATION

Bachelor of Science
Construction Management
Colorado State University

CERTIFICATIONS

OSHA 30-Hour Construction

NOTABLE EXPERIENCE INCLUDES:

- University of California San Diego Triton Center, La Jolla, CA
- Scripps Hospital Prebys Tower II, La Jolla, CA

John Muldoon

QUALITY MANAGER

As Quality Manager, John will oversee all quality assurance and quality control aspects throughout the life of the project. John brings extensive experience managing quality functions for a wide variety of civil and vertical projects, and will be hands-on during the construction phase of the project to ensure all QA/QC protocols are implemented at the highest levels of satisfaction.

10 Years of Experience

EDUCATION

Bachelor of Management
University of Redlands

CERTIFICATIONS

LEED Green Associate, U.S. Green Building Council

OSHA 30-Hour Construction

NOTABLE EXPERIENCE INCLUDES:

- Gaylord Pacific Resort & Convention Center, Chula Vista, CA
- University of California San Diego Triton Center, La Jolla, CA
- Gateway Energy, Battery Storage II, San Diego, CA

Patrick Sobrino

SAFETY MANAGER

Patrick will be responsible for updating the project safety plan as work progresses, as well as conducting a safety orientation for any subcontractors that will commence work on the site. Patrick will also be responsible for the project safety plan and implementation of McCarthy's safety guidelines. He will conduct daily inspections and provide a focus on safety issues alongside other project personnel.

14 Years of Experience

EDUCATION

Bachelors of Safety Management,
Illinois State University

CERTIFICATIONS

Certified Safety Professional (CSP), No. CSP-44824

NOTABLE EXPERIENCE INCLUDES:

- Bioscience Properties Headquarters Point, San Diego, CA
- Sharp Rees-Stealy Kearny Mesa Medical Office Building, San Diego, CA
- University of California San Diego Triton Center, La Jolla, CA

4

TECHNICAL APPROACH AND DESIGN CONCEPT

4.1 Technical Approach and Design Concept

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 Via de la Valle Pipeline project replaces an existing water main and installs a new water main to connect the City of San Diego's (City) potable water system along Via de la Valle between San Andres Drive and El Camino Real that is within the Via de la Valle Reserve and the North City Future Urbanizing Area, Subarea II Community Planning Areas (Council District 1).

The project is part of the City's effort to complete its water system and better serve customers, as well as to prepare for future projects in the area, including the El Camino Real Bridge and Road Widening project. The project includes replacing approximately 3,559 linear feet (LF) of existing 24-inch Cement Mortar Lined and Coated Steel (CMLCS) water main with a 16-inch Polyvinyl Chloride (PVC) water main, constructing approximately 2,662 LF of new 16-inch PVC water main and 341 LF of new 12-inch PVC water main, abandonment of approximately 406 LF of existing Steel Cylinder Road Wrapped (SCRW) and Asbestos Cement (AC) water mains, and abandonment of approximately 3,840 LF of existing 4-inch PVC water service. The project also includes installation of a new pressure regulating station (284/470 HGL) and the replacement of fire hydrants, water services and meters, valves, and other appurtenances. Pipeline lengths and sizes are summarized in *Table 1* of **Section 4.2.**

The project will also include the replacement of three (3) curb ramps to meet ADA requirements, the development of engineered traffic control plans, pavement restoration, and permitting through various agencies.

Technical Approach

The technical design approach that we will implement for this project will incorporate the same successful approach that we have implemented on other Design-Build projects. The design goals include:

- Identifying and accounting for utility conflicts early in the design process.
- Minimizing water service disruptions to customers and residents.
- Reducing impacts to the community.
- Ensuring access to businesses and events in the surrounding area.
- Detailed Project Schedule can be viewed in the **Appendix** at the end of the document.

The following design process provides efficiency and accuracy in creating the design documents, resulting in streamlined construction of the facilities.

- **Communication Plan** – A successful project begins and ends with thorough communication between our team, City Departments, and community stakeholders. At the initial kickoff meeting, our team will present a detailed communication plan that includes community outreach that will be performed by our Public Information Officer.
- **Research and Preliminary Investigations** – Our team will review the available as-built information and City-provided surveying and other documents, and conduct field visits to establish the design base for the project.

We will prepare an ADA assessment, perform a geotechnical investigation, and conduct utility potholing, described below, prior to proceeding with final engineering efforts.

- **Subsurface Utility Investigation** – McCarthy will self-perform physical potholing with it's own forces and internal Mapping team to deliver Quality Level A (QL-A) data of existing utilities. Performing physical potholing of the existing utilities is a critical aspect of the design process that our team has found to be successful when performed prior to the 60% submittal. This will identify potential conflicts prior to installation of the water mains, which can be resolved during the development of the pipeline design.
- **Design Submittal** – Upon completion of the preliminary investigations and subsurface utility investigations, our team will take those findings and develop the construction documents for submittal at the 60%, 100%, and final stages for City review and approval.
- **Quality Assurance and Quality Control** – Our team understands that a QA/QC plan is essential to the success of a project. Quality has been part of McCarthy and RICK during our tenured histories of performing design and construction. We will perform a QA/QC review at all submittal stages and have developed a plan for this project that is described in more detail later in this section.
- **Final Approval** – Upon receipt of the 100% submittal review comments from the City-wide plan check, our team will resolve any remaining issues and incorporate final revisions into the design documents. The team will then schedule the preconstruction meeting, upon receipt of the Construction notice to proceed.

Key Design Components

The Via de la Valle project includes various aspects and components that are vital to the success of the design and construction of the pipeline. It is important that these components are identified in the early phases of the project in order to coordinate with Engineering and Capital Projects (E&CP), Public Utilities Department (PUD), and the potential stakeholders affected by the project. These components are discussed below and in the following pages.

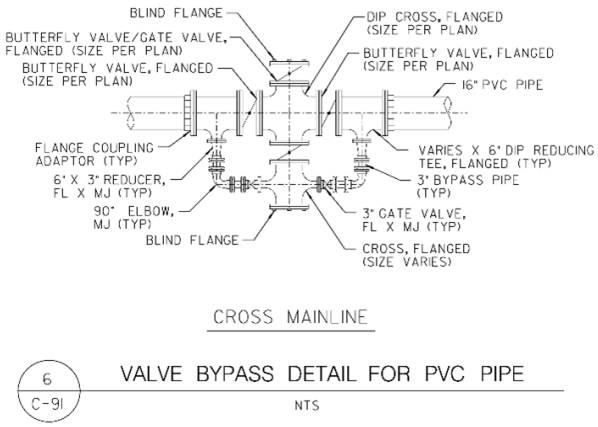
ADJACENT PROJECTS

RICK possesses extensive and unparalleled knowledge of the project corridor and adjacent planned improvements, having served as the Engineer of Record for both the Via de la Valle Road Widening Project and the El Camino Real Bridge and Road Widening Project that the Via de la Valle Pipeline project is within. While the Via de la Valle Road Widening Project is not currently advancing to construction, RICK's involvement has resulted in a comprehensive understanding of existing utilities, right-of-way conditions, geotechnical conditions, and traffic constraints that will directly support efficient project planning, coordination, and execution.

The El Camino Real Bridge and Road Widening Project is anticipated to begin construction in Fall 2026 and will require completion of the overlapping portion of the Via de la Valle Pipeline prior to initiation of work along Via de la Valle. Current City predesign documents indicate that the Via de la Valle Pipeline will install a tee with a blind flange, and that would assume that the El Camino Real Pipeline (North) would remove this tee to install the cross at de la Valle Place. However, when evaluating project sequencing and anticipated construction schedules, it may be more advantageous

for the Via de la Valle Pipeline Project to install the cross instead of installing a tee that would need to be removed. This approach would streamline phasing, reduce interface conflicts, and facilitate more efficient system commissioning as work progresses along Via de la Valle and in the future with the El Camino Real Bridge Replacement project.

We recommend coordinating with E&CP and CMFE to evaluate whether installation of the cross, associated valves, and appurtenances should be incorporated into the Via de la Valle Pipeline Project scope. Bypasses are not required for distribution mainlines. Figure provided as a general reference of PVC Cross Mainline.



El Camino Real Bridge & Road Widening Project Cross

KINDER MORGAN AND SDG&E FACILITY CROSSINGS

The existing 24-inch CMLCS water main currently crosses SDG&E's 150-foot-wide easement and will be replaced with a new 16-inch PVC water main. This will require crossings of SDG&E's existing 30-inch gas line, as well as SDG&E's overhead transmission facilities and Kinder Morgan's 10-inch and 16-inch oil pipelines. Coordination with both SDG&E and Kinder Morgan will be essential to obtain the necessary approvals for work within the easement. In addition, the project will be subject to CPUC Section 851 approval prior to construction of Phase 3, which may require more than one year to secure. To maintain the overall project schedule, it will be critical to initiate this approval process early and to phase construction such that this segment is completed later within the allowable construction duration.

The easternmost connection is anticipated to be more straightforward, consisting of a direct tie-in between the new 12-inch PVC water main and the existing 12-inch PVC water main installed in 2008 under Drawing 33655-D.

Kinder Morgan and SDG&E Facility Crossings

SEPARATION TO DRY AND WET UTILITIES

There are several locations along Via de la Valle where the proposed water main may not meet current separation requirements established by the State Water Resources Control Board (SWRCB) and the City of San Diego Water and Sewer Design Guidelines. Where horizontal separation between the outside edges of the water and sewer mains is less than 10 feet but greater than 4 feet, the water main will be upgraded from DR18 (Class 235) to DR-14 (Class 305) to meet regulatory standards. Where separation is less

than 4 feet, but greater than 1 foot, both a pipe class upgrade and special approval will be required, which may necessitate the use of fusible PVC or installation of the water main within a protective sleeve; however, this is not expected to be required for this alignment.

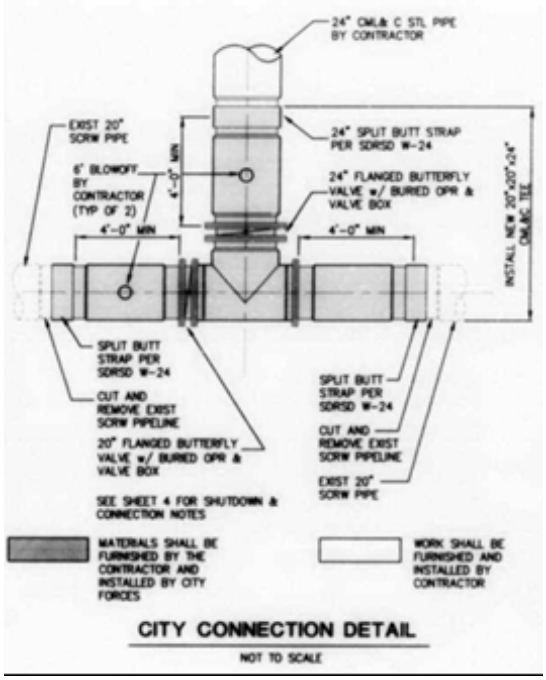
REMOVAL OF ASBESTOS CEMENT PIPES

Some of the existing water piping for this project is Asbestos Cement (AC), which requires special requirements to be met when handling and disposing offsite. Section 306-3.3.5 of the City's Whitebook will need to be followed during construction to ensure that all requirements are met. In order to avoid disturbances and special handling of the existing AC pipe, our team plans to abandon the existing pipe in place, per standard specifications.

CONNECTIONS TO EXISTING PIPELINES

This project will remove the existing 24-inch CMLCS water main installed in 2002 under Drawing 28971-D and connect the new 16-inch water main to the existing 20-inch Steel Cylinder Rod Wrapped (SCRW) pipeline installed under Drawing 11695-D. At this connection point, the existing tee will be replaced with a 20-inch straight connection, followed by installation of a 16-inch x 20-inch reducer and two horizontal bends to eliminate the current 90-degree geometry.

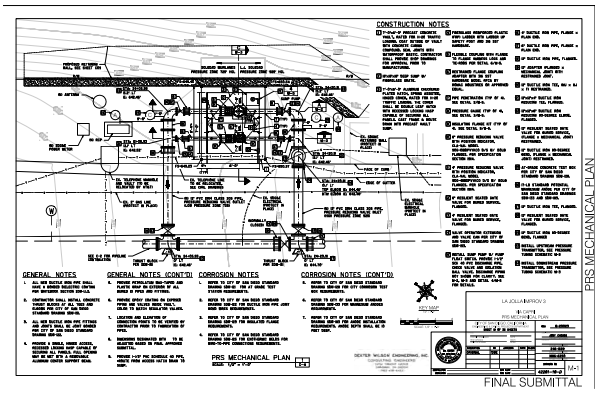
The easternmost connection is anticipated to be more straightforward, consisting of a direct tie-in between the new 12-inch PVC water main and the existing 12-inch PVC water main installed in 2008 under Drawing 33655-D.



Connections to Existing Pipelines

284/470 PRESSURE REGULATING STATION

The proposed pressure regulating station will supply water from the 470 Pressure Zone to the 284 Pressure Zone. Two pressure regulating valves will be provided for the station, one larger valve for peak flows and one smaller valve for low flows. Each of the pressure reducing valves will be sized to provide adequate flow to the 284 Pressure Zone.



284/470 Pressure Regulating Station

The pressure regulating station is anticipated to be located within an underground vault for security and to minimize the visual impact of the pressure regulating station on the surrounding area. The pressure regulating station will be equipped with pressure and flow transmitters for the City to monitor the pressure regulating station via SCADA. The team will need to coordinate with SDG&E to make sure that there is a viable POC for the electrical.

WATER SERVICE TRANSFERS

Based on the scope outlined in the solicitation documents and the Predesign Map, it is understood that three (3) new water services will be installed off the proposed 16-inch water main at 14710 Via Del Canon and 3668 and 3665 Via de la Valle. These parcels are currently served by Santa Fe Irrigation District (SFID) from an existing 10-inch water main within Via de la Valle. Coordination with SFID will be required to transfer these existing services from SFID to the City of San Diego.

In addition, there is an existing 4-inch PVC irrigation service supplying the 22nd Agricultural District (State-owned). This project will abandon the existing 4-inch service, remove the dual 2-inch meters in the coffer box, and relocate the service connection to the new 16-inch water main near Via Del Canon. Coordination with the 22nd District Agricultural Association will be required for this service relocation. A new dual 2-inch coffer box and backflows will be installed in accordance with City of San Diego standards.

Lastly, additional existing services along the alignment of the City's existing pipeline, primarily near the western tie-in east of San Andres Drive, will be replaced or transferred as part of this project. This is assumed to be at US Bank and Armstrong Nursery for two (2) service replacements.

Water Service Transfers

MORATORIUMS

The project is within an area where numerous events during the summer occur, which will need to be coordinated during construction. This includes events by Surf Cup Del Mar, Del Mar Fair Grounds, Del Mar Polo Fields, and Del Mar Horse Park. A public notice dated May 1, 2025 with subject line: Annual Beach Area Construction Restriction to No Longer Be Implemented; identifies the restrictions will no longer be included in project construction contracts advertised by the City of San Diego. Based on this notice, we do not anticipate work stoppages, however, we understand the need to minimize impacts during this time and will work with the City's team to best minimize impacts during these events.

4.1.1 PROPOSED DESIGN SCHEDULE

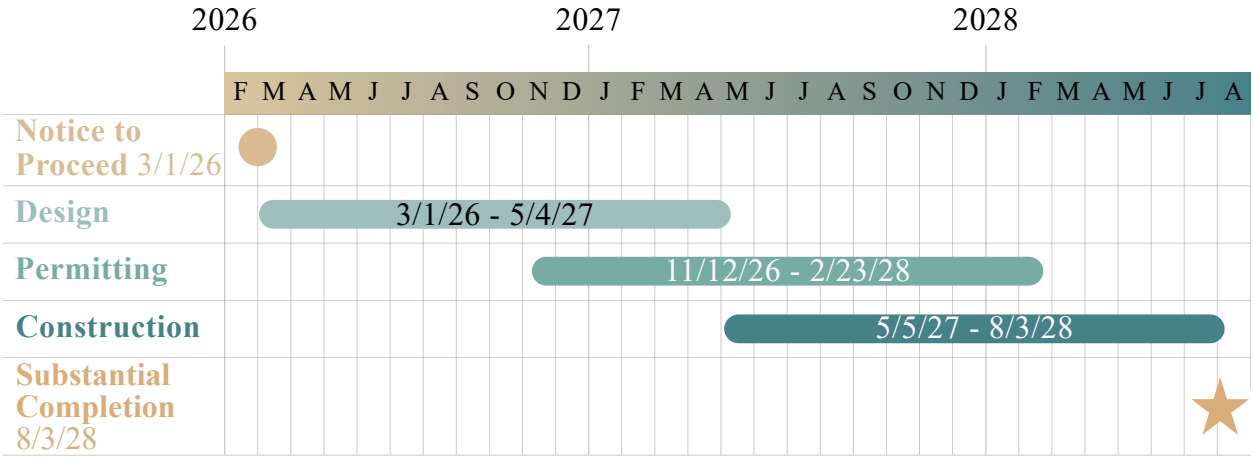
Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness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

The project's design phase will begin with a validation of the documents and CAD files provided by the City and the initiation of subsurface investigations. Upon completion of these preliminary investigations, the design will proceed with final engineering efforts involving 30%, 60%, 100%, and Final milestone submittals with City reviews of 40 working days weeks between each of these milestones in accordance with the solicitation documents. In total, it is anticipated that the design will take 490 Working Days (13 months), which is inclusive of the review periods for the City. It is anticipated that encroachment permits will be required from both Caltrans and the County of San Diego for traffic control, which will be completed concurrently with the design by the City. The critical path will be obtaining approval for crossing SDG&E's 150 foot easement, which will require coordination with the CPUC.

This process is cumbersome and is expected to take 14 months to complete after the 60% Submittal is wrapped up. In the event that the reviews of the encroachment permit packages takes longer than the schedule allows, we will proceed with construction away from these areas while the permits are obtained to avoid impacts to the schedule.

Our team's schedule planning for the Via de la Valle Pipeline project began during our initial site tours and visits together as a design-build team. From this point, we have further developed a comprehensive schedule based on feedback regarding design milestones, work hours, noise restrictions, parking requirements, and other priorities as understood by our team. Our summarized schedule is presented below, and **a detailed schedule is provided in the Appendix at the end of the document.**

SCHEDULE



* Construction completion is anticipated to be approximately 5 months prior to contract duration of 740 working days!

4.1.2 PIPELINE ALIGNMENT, SIZE, AND LOCATIONS OF APPURTENANCES

Pipeline alignment, sizes and locations of appurtenances.

8-INCH PVC PIPE AND APPURTENANCES FOR WATER MAIN

There is approximately 6,562 linear feet (LF) of 12-inch and 16-inch PVC Pipe that will be installed to replace and extend the existing 24-inch CMLCS water main within Via de la Valle to complete the City's pipeline network. *Table 1* to the right, summarizes pipe lengths and sizes for water main work and *Figure 1*, on the following page, illustrates the location of the mains.

The proposed water main will require the appurtenances listed below.

WATER			
Work to be Done	**Existing Pipe Size**	**Proposed Pipe Size**	**Length (LF)**
Replace-in-Place with 16-Inch PVC Water	24-inch CMLCS	16" PVC	3,559
Install new 16-Inch PVC Water	N/A	16" PVC	2,662
Install new 12-inch PVC Water	N/A	12" PVC	341
TOTAL LENGTH			**6,562**

Note: Lengths are approximate based on review of the preliminary design documents. Final lengths to be determined during design.

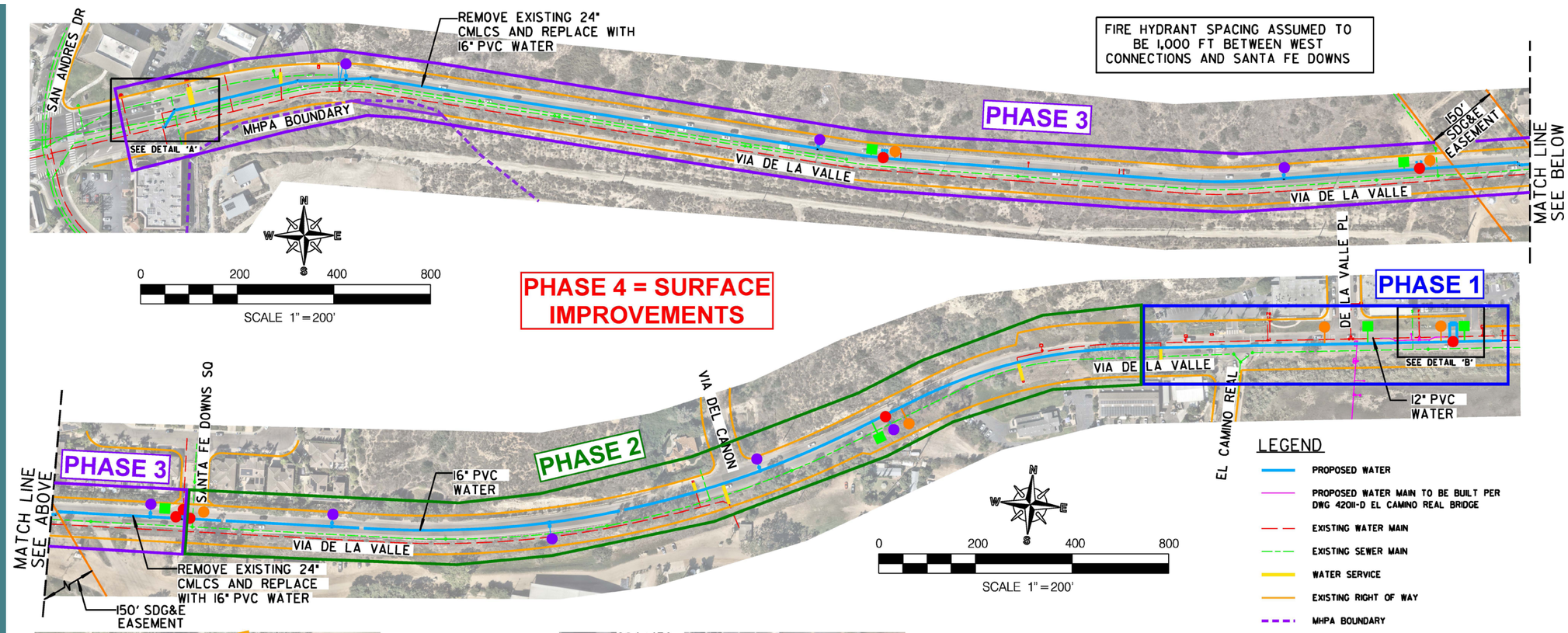
12-INCH AND 16-INCH PVC PIPE

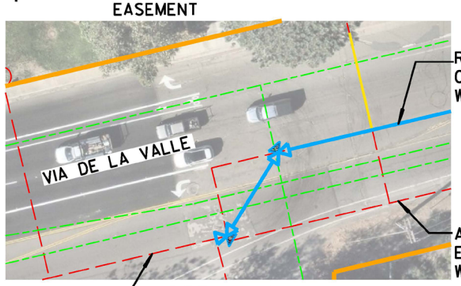
The 12-inch and 16-inch PVC pipe shall conform to AWWA C900 and the dimension ratio shall be DR-14, unless otherwise noted. The water mains will be constructed at a minimum depth of 3-feet per the City's Water Design Guidelines with the understanding that the new pipeline will be classified as a distribution main.

BUTTERFLY VALVES AND GATE VALVES

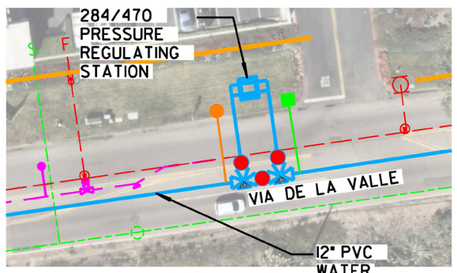
Per the Via de la Valle Pipeline Predesign Water Map, the cross on Detail 'C', the cross is valved in two directions and tees are valved in two directions when in a residential area. In locations along this project where existing valves are located on each side of tee or cross, the valves in the proposed condition will also be installed on each side of the tee or cross. Where spacing between tees and/or crosses exceeds the maximum valve spacing, in-line valves will be placed. Since this pipeline is classified as a distribution main, the maximum valve spacing shall be 1,600 feet for the 16-inch pipe and it is assumed that these will be butterfly valves with no bypasses installed. For the 12-inch pipe, resilient-seated gate valves will be used.

Butterfly Valves and Gate Valves





DETAIL 'A'
NTS



DETAIL 'B'
NTS

VIA DE LA VALLE PIPELINE
FIGURE 1

BLOW-OFFS

Based on the size of the water mains, 4-inch blow-offs (SDW-144 or SDW-145 if there is no room outside of the street) will be installed along the 16-inch water main and 2-inch blow-offs (SDW-143) will be installed along the 12-inch water main. Blow-offs will also be installed at the high side of a tee or cross, since in the event that a valve is closed, a low point will be created in this situation. If there is a nearby fire hydrant along the 12-inch alignment, then the blow-off can be omitted.

COMBINATION AIR RELEASE & AIR VACUUM VALVES

Based on the size of the water mains, 2-inch combination air release and vacuum valves will be installed per SDW-159 at high points along the alignment. Combination air release and vacuum valves will also be installed at the low side of a tee or cross, since in the event that a valve is closed, a high point will be created.

FIRE HYDRANTS

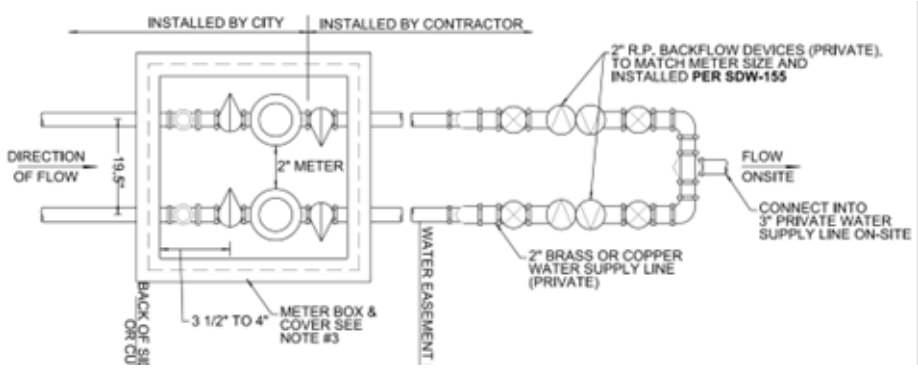
Existing City of San Diego fire hydrants within the project limits will be replaced and additional new fire hydrants will be installed to obtain the 450 feet diameter coverage area. Because there are no buildings for a large stretch of the project, fire hydrants will be spaced at 1,000 feet within the segment between the westernmost tie-in and Santa Fe Downs. Hydrants along Via de la Valle will utilize 2-port hydrants, typical within a residential area, but will utilize 3-port hydrants near the western tie-in and the eastern tie-in where the project is within a commercial area. It is assumed that seven (7) 2-port hydrants and one 3-port hydrant will be required.

Fire Hydrants

Existing SFID fire hydrants will be protected in place unless the City determines that they will be taking over fire suppression responsibilities between Via Del Canon and El Camino Real. If that is determined to be the case, additional hydrants will be required in the area where there are currently SFID fire hydrants.

WATER SERVICES

Water services will be replaced and connected to the new water main along the extent of the project. Existing water services that are ¾-inch will be upsized to 1-inch (US Bank) and existing water services that are 1-1/2-inch will be upsized to 2-inch (Armstrong Nursery) per the City's requirements. The 4-inch water service will be replaced with dual 2-inch meters in a coffer box and dual backflow preventers to tie into the existing single 4-inch service per SDW-114. The solicitation documents identify for the meter to be above ground, but this would result in having the system replaced per SDW-157, which does not appear to be in line with what would be needed for this location.



Typical Buried Meter Box with Dual 2-Inch Meters

4.1.3 TRAFFIC CONTROL APPROACH

The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).

Traffic control measures will be required to maintain access for residents, businesses, and events throughout construction. In particular, continuous access to the Santa Fe Downs and de la Valle Place communities will be critical, as both are solely accessed from Via de la Valle. Based on the Average Daily Traffic (ADT) volumes on Via de la Valle, traffic can exceed 10,000 vehicles per day, requiring engineered traffic control plans to control.

Because the proposed pipeline will be constructed primarily along the north side of Via de la Valle, it is expected that the westbound travel lane will be closed in phased segments of approximately 500 linear foot work zones (excluding taper lengths) in compliance with City standards. Traffic is expected to be controlled under single-lane alternating flow with flaggers during daytime work hours. Detours, including detours in conjunction with the El Camino Real Bridge and Road Widening Project, will be explored to the extent feasible in order to expedite construction of the pipeline and limit duration of impact to the traveling public and surrounding communities.

Traffic Congestion along Via de la Valle

Traffic control design shall maintain access to local roadways, driveways, and business entrances. Traffic operations shall be configured to allow traffic to flow as close to normal as possible, while maintaining required worker and public safety. Coordination with City staff will be required where traffic control interfaces with signalized intersections (e.g., temporary flash operation or signal timing adjustments). Key traffic control considerations include:

- Daytime work is anticipated only due to proximity of residential neighborhoods;
- Maintaining full access to cul-de-sacs and dead-end streets;
- Minimizing impacts to local business operations;
- Providing safe passage for cyclists along the corridor;
- Maintaining pedestrian access where sidewalks are present.

Engineered traffic control plans shall be prepared in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the City of San Diego Traffic Control Guidelines. Plans will be developed on 22" x 34" sheets at a scale of 1" = 40' for inclusion as D-sheet drawings.

4.1.4 STORM WATER POLLUTION CONTROL

Storm Water Pollution Control Best Management Practices

McCarthy | RICK understands the importance of Storm Water Pollution Control, especially with the increased regulations by the Regional Water Quality Control Board (RWQCB). Our team will work with McGrath Consulting to design and implement a Water Pollution Control Plan (WPCP) that meets the requirements of the City of San Diego Storm Water Standards Manual. The key to the WPCP will be the continual implementation of the plan as construction evolves. This will require updates to the WPCP as needed, and shall be maintained on site during construction for review by City staff and representatives of the RWQCB.

4.1.5 QUALITY ASSURANCE / QUALITY CONTROL PLAN

The Design-Builder shall submit a QA/QC Plan specifically developed for this project. The Design-Builder's QA/QC Plan shall comply with the City's Quality Assurance/Quality Control Plan Guidelines (see attached Contract for Guidelines). The QA/QC Plan shall describe the tools, process, and resources the Design-Builder shall use to ensure that it provides facilities that meet the requirements of the Contract.

Our team has established a Quality Assurance/Quality Control Plan for this project that has proven successful on previous Design-Build projects. The effectiveness of this plan has been demonstrated by the success of our past projects and reputation for trouble-free project construction. This is facilitated during design by utilizing RICK's manual on quality control standards and complying with the City's QA/QC Plan Guidelines. These measures are applied at all levels of work, including project scheduling, internal reviews, record keeping, documentation, and plan preparation. A quality control plan and checklists will be maintained by the assigned project manager for each project task.

TYPE OF REVIEW

Formal reviews will be completed for every design milestone submittal. The role of QA/QC Reviewer will be held by the project QA/QC Manager. This enables the individual to complete a full, independent analysis of the reasonableness, logic, constructibility, and coordination or design between sections and disciplines.

Procedures

- Before transmittal to Reviewers and the Design-Build Manager, drawings and specifications will be checked by the Project Manager and design team for content, clarity, completeness, accuracy and typographical errors. The criteria includes, but is not limited to: required

information for each submittal phase, drawings that conform to the Contract Documents and follow City of San Diego Design Standards, previous City review comments, if applicable, and the design consistency with other plans and documents.

- A reviewer will be assigned to assess the checked documents, "Quality Review Construction Documents", based on the criteria checked by the Project Manager.
- Each review comment shall be made on a single issue set of construction documents.
- The Reviewer shall submit the reviewed construction documents to the QA/QC Manager who will ensure that all documents have been reviewed and all QA/QC processes have been followed. The Reviewers shall retain a copy of the "Quality Review Construction Documents" they have reviewed for later reference.
- The QA/QC Manager will forward the reviewed "Quality Review Construction Documents" to the Design-Build Project Manager for a constructibility and value engineering review, to be completed by McCarthy | RICK.
- The Design Project Manager will prepare responses showing proposed resolution of the review comments on the set of construction documents and will indicate acceptance or rejection of the Reviewer's comments.
- The QA/QC Manager will review the responses, and coordinate comment resolution between the Design Project Manager, the Construction QA/QC Manager, and the Design-Build Project Manager to reach final resolution of all comments.
- Upon approval by the QA/QC Manager, an "Updater" will be assigned to revise the construction documents.
- At the final stage of design, the "Verifier" will perform a final check of construction documents to ensure all corrections have been properly made. If not, the review comment and resolution process shall be employed until all parties are satisfied that all comments have been properly resolved.
- The completed "Quality Review Construction Documents" showing the Reviewer's comments, the Construction QA/QC Manager's comments, response and acceptance by the Design-Build Project Manager, and the QA/QC Manager's sign-off is the full QA/QC documentation of the process.

4.1.6 PHASING AND COORDINATION

Phasing and Coordination with Adjacent Projects (part of bridging documents)

Adjacent project coordination will be performed by the Design-Build Team to obtain current as-built information, understand construction schedules, and identify any associated paving or utility moratoriums. The **El Camino Real Bridge and Road Widening Project** has been identified in the City's Predesign Project Coordination Map as the primary adjacent project requiring coordination.

RICK serves as the Engineer of Record for the El Camino Real Bridge and Road Widening Project and therefore maintains direct access to current design files, as-built documentation, and project schedule information. This positions the McCarthy | RICK team to efficiently coordinate design and construction interfaces and mitigate

conflicts, contributing to successful project delivery for the City.

The project will be designed under one integrated plan set in order to support concurrent design development and allow for City review of all proposed improvements. However, if schedule considerations related to the SDG&E easement crossing or work within the El Camino Real Bridge limits require accelerated construction, our team can separate these improvements into a standalone early work package to expedite procurement and installation.

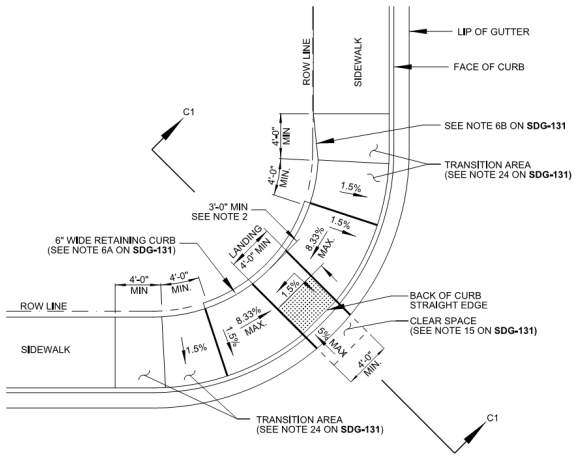
The anticipated construction phasing is as follows:

- **Phase 1** – Install the 12-inch and 16-inch water mains within the limits of the El Camino Real Bridge project to tie into the eastern connection and install the pressure regulating station. Coordination with the City and SFID will be required to confirm that SFID supply and fire flow pressures are adequate to support this phased activation.
- **Phase 2** – Install the 16-inch water main between the El Camino Real Bridge limits and Santa Fe Downs, tying into the existing water main and establishing a feed from the east into the Santa Fe Downs area. This will eliminate the need for highlining to Santa Fe Downs.
- **Phase 3** – Replace the existing 24-inch water main (in the same horizontal and vertical alignment to reduce potholing required) with the new 16-inch water main between Santa Fe Downs and the western project tie-in. With the line fed from the east, this segment can be replaced in-place without highlines to maintain service to Santa Fe Downs. This phase includes abandonment of the existing 16-inch AC water main at the west end of the project. Design Potholing is not anticipated for this phase of work as we will be replacing the removed line in place.
- **Final Restoration and Paving** – Complete remaining surface and roadway restoration as needed. Permanent paving is anticipated to be completed during each phase of construction. Reference **Figure 1** for Phasing.

4.1.7 CURB RAMP DESIGN & INSTALLATION PLAN

Curb Ramp Design and Installation plan pursuant to the Access Law Compliance Section's Preliminary Engineering Assessment Report and clarification amendment memo regarding changes to the 2020 California Building Code requirements (part of the bridging documents) and highlight any modification, if any.

During design, RICK will perform an ADA analysis of each intersection to inventory the condition of existing curb ramps along the pipeline alignment. At each intersection, the exact locations of the push buttons, poles, signal heads, appurtenances, etc. will be documented. It will be important to note the slope of each ramp, cross fall, landing dimensions, if detectable warning tiles are present and the correct size, and if the ramp is flush with the roadway pavement (often times after a roadway has been resurfaced, the pavement is higher than the gutter, creating a vertical obstacle for a disabled person in a wheelchair). Another concern with existing curb ramps is with ponding, which creates an obstacle for pedestrians and could lead to future repairs and maintenance being required. These conditions are evaluated during design. Ramps will also be evaluated to determine if dual ramps are feasible, and if they are not, proper documentation will be provided.



City of San Diego - Standard Drawings Curb Ramp

RICK's analysis will be compared to the City of San Diego's Access Law Design Compliance Memorandum dated November 24, 2021 which identified the required improvements for this project. Any discrepancies will be documented and discussed with the City's Project Manager, and the City's Law Design Compliance Officer to determine the best way to proceed with the desired improvements. For locations that have constraints that prohibit the use of the City of San Diego's Standard Drawings for curb ramps, details will be created at a 1"=5' scale as shown in the provided Curb Ramp Details image that was prepared for the El Camino Real Bridge project by RICK. These details will include details such as surface improvements, striping, and pedestrian push button poles as necessary to allow ADA and MUTCD guidelines to be met.

To meet current ADA requirements of the California Manual on Uniform Traffic Control Devices (MUTCD), new construction that occurs at a signalized intersection requires the installation of countdown pedestrian signal modules, bicycle detection loops, and a pedestrian push button located within 5 feet of the extension of the crosswalk.

The following is a summary of the project, describing recommendations to achieve ADA compliance.
Based on the solicitation document, (3) curb ramps will need to be replaced, due to not meeting standards or having DWTs smaller than the minimum 4 feet x 3 feet. It is expected that each of these ramps will require modifications from standards and will therefore need details to be prepared during the 60% design phase.

Existing Pedestrian Ramp at Downs Housing Complex

4.1.8 PERMITTING

The Design-Builder shall identify what permits are required and what is the proposed plan/timeline to obtain the required permit(s)

This project will require permits and approvals from multiple agencies in addition to the City of San Diego. Due to the traffic control measures necessary for construction, encroachment permits will be required from both Caltrans and the County of San Diego for advance warning signage and temporary traffic operations. Because these approvals are limited to traffic control activities, the review and approval timelines are generally short, typically completed within a few months.

Approvals from the Santa Fe Irrigation District (SFID) will also be required for crossing SFID facilities and the transfer of existing water services to the new main. The duration of this approval process will depend on the final determination of service ownership transfer and operational responsibilities between the City and SFID.

The most significant permitting effort will involve coordination with Kinder Morgan, SDG&E, and the California Public Utilities Commission (CPUC) for work within and across the SDG&E 150-foot-wide easement. Approvals for this crossing typically require 12 to 18 months once initiated; therefore, it is critical that this process begins early in the design phase to avoid impacts to the construction schedule.

Although the project alignment is adjacent to the MHPA at the west end of the corridor, no impacts to MHPA habitat are anticipated. As such, permits are not expected to be required from the California Coastal Commission (CCC), U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), or the Regional Water Quality Control Board (RWQCB).

4.1.9 PAVING RESTORATION

If the City elects to include "Additive Alternate A for Additional Pavement Design and Construction" into the project, then paving will be restored in accordance with the City's Street Preservation Ordinance (SPO), dated November 30, 2023, which took effect on January 1, 2024. With the additive alternate bid item selected, anywhere beyond the influence area of the installed pipes will be resurfaced based on the Pavement Condition Index (PCI) of the streets affected by this project. The average PCI for Via de la Valle where permanent resurfacing required is 43, which is considered a "Poor" condition.

It is assumed that AC repairs will only be in the proposed trench limits. Any base repairs beyond the trench would fall under the additive alternate bid item. Only temporary resurfacing of the pipeline will be completed within the limits of the El Camino Real Bridge and Road Widening project to avoid having this project place a paving moratorium for the future roadway project. This will be approximately between 200 feet west of El Camino Real (South) and east to the eastern tie-in.

Paving Restoration

4.1.10 WATER HIGHLINING PLAN

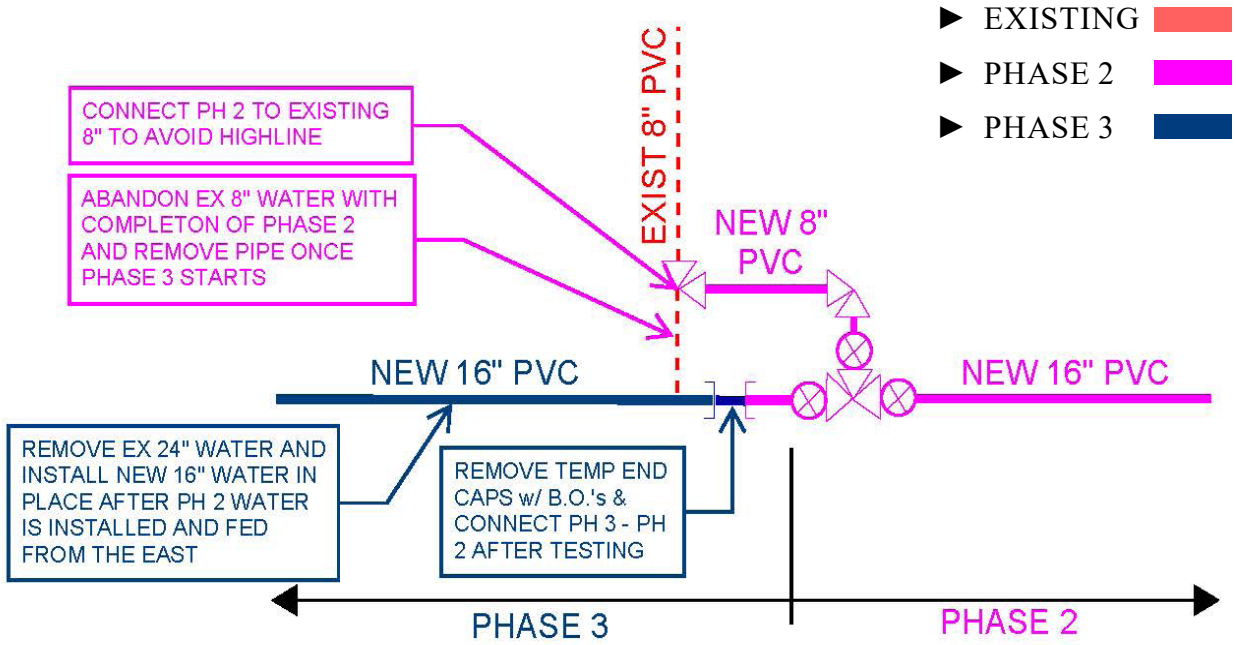
After reviewing the existing utilities, McCarthy | RICK will progress through our phases from east to west without the need for major highlining.

We will coordinate our construction activities with Engineering and Capital Projects Department Staff, the Public Utilities Department Water Operations Division, the City of San Diego Water Quality Laboratory, and as necessary, other City Departments. We will prepare a schedule that will be provided to the City's Resident Engineer for any tie-ins, connections, or shut downs activities at least 30 days prior to the start of this work. We understand giving prompt and advance notice is especially important when coordinating shutdowns and connections.

There are limited services along Via de la Valle, so the intent will be to install services parallel to the existing ones and only tie in at the existing meter box locations wherever possible. This would allow for short water shutoffs for the impacted properties to cross over the service connection without highlining.

At Santa Fe Downs, connection to the existing 8-inch PVC water that services that community will be completed in a way that a short shutdown will be completed without needing to highline the community. Based on the phasing of the water installation, Phase 2 will be installed from the east up to where the existing 24-inch water ends and a tee will be installed that will connect to the 8-inch water at Santa Fe Downs. Once Phase 2 is in service and Santa Fe Downs has water supply, Phase 3 work will begin where the existing 24-inch water will be removed and the new 16-inch water will be installed in the same alignment to minimize utility conflicts.

PHASING PLAN AT SANTA FE DOWNS



5

CONSTRUCTION PLAN

5.1 Construction Plan

Describe the proposed construction plan for this Project, including the following, at a minimum:

The McCarthy | RICK team has closely reviewed the RFP for the Via de la Valle Pipeline project to verify the scope and process required to bring this project to life in the months ahead. As we understand the scope of the project, the Via de la Valle Pipeline will replace approximately 3,560 linear feet (LF) of existing 24-inch Cement Mortar Lined and Coated Steel water mains with new 16-inch pipes, along with construction of approximately 2,660 additional LF of new 16-inch PVC water mains, along with other, smaller replacements and the abandonment of sections of existing piping. The project will also include the installation of a pressure reducing station (PRS), replacement of all related water services, fire hydrants, valves, meters, and appurtenances, as well as adding three curb ramps, replacing an active water meter and lateral, and installing three new water services.

With this knowledge in mind, our team has begun to formulate a detailed construction plan, which we look forward to refining alongside the City of San Diego and all project stakeholders in the months ahead.

We are committed to completing this work quickly and efficiently to minimize impacts on the surrounding community and local traffic. We recognize the scale of this project and the critical role this stretch of roadway serves.

5.1.1 CONSTRUCTION APPROACH AND METHODS

As an experienced design-build team, McCarthy | RICK recognize that a collaborative approach will be fundamental in setting the project up for success. McCarthy will work closely with RICK during the design phase to identify and mitigate potential issues, including safety, traffic impacts to local homeowners and schools and adjacencies to environmentally protected land. In addition, McCarthy's team will work alongside RICK during preconstruction to plan all activities required during the design phase, such as potholing, material submittals, and development of WPCP, phasing, and traffic control plans. The goal during this phase is to have all preconstruction activities approved at 100% design for a smooth transition into construction.

During construction, McCarthy will utilize multiple crews through an open trench method for installation of new pipeline. Our team's goal during the pipeline installation is to minimize the amount of impacted areas at any given time, thus minimizing the impact to the surrounding community and executing the work in an efficient manner. This helps keep the construction area clean and reduces the risk of any accidents.

Safety is the foremost priority for any McCarthy project, and will be routinely reinforced during daily meetings, weekly safety discussions and strict adherence to maintaining a clean, safe job site for all workers, drivers, and members of the nearby community. We've also identified the high volume of bicyclists in the area. It is vital to make sure all have a safe path of travel.

With Safety and Quality at top of mind for McCarthy, we go a step beyond by providing a high quality mapping effort prior to beginning construction. This effort has proven effective identifying numerous utilities throughout the years that otherwise may not have been identified until it was too late. In doing so reduced shutdowns, outages, delays, and cost impacts.

5.1.2. PLAN FOR OPERATION OF FACILITY DURING CONSTRUCTION

The McCarthy | RICK team is committed to ensuring that all facilities remain operational throughout construction. The work will begin on the eastern portion of the project and tie in the facilities prior to removing the existing water main on the western portion. If highlines are required, we will coordinate the installation, as well as all cut and plug activities, in close collaboration with the City's Engineer and Water Operations Division.

All shutdowns and connection work will be carefully coordinated with the City's Water Operations Division and scheduled to minimize disruption to the local community. Additionally, all customers affected by temporary shutdowns or reconnections will receive both advance and short-term notice through a well-coordinated public outreach and communication plan.

5.1.3. PLAN FOR PHASING OF CONSTRUCTION ACTIVITIES

Plan for phasing of construction activities and how completion of construction activities in conflict with El Camino Real to Via de la Valle (1/2mile) will be prioritized.

Construction will be divided into three phases, each corresponding to a specific work area.

Through all phases of work we will utilize flaggers or automated systems where one way traffic is required. Our focus is again to minimize the impact to the surrounding community and general traffic in the area.

Phase One will begin on the eastern portion of the project. This will include the PRS, water main, and appurtenances through the El Camino Real intersection. The El Camino Real intersection is highly congested, especially during rush hours. We are planning to minimize the impact through detours and/or sub phasing with minimized working hours.

Phase Two will begin just to the west of the El Camino Real intersection and run to the west of the Caminito Santa Fe Downs housing complex. This is a narrow stretch of road that directly impacts residents' homes. Appropriate community outreach and notifications will be made. This phase will require one way traffic with flaggers during all construction activities. At the end of each working day all lanes will be reopened. Once the mainline is installed, tested, and accepted we can proceed to the next phase. We have identified a potential to reduce schedule and cost by detouring a portion of this phase.

Phase Three will runs from the west of the Camino Santa Few Downs housing complex intersection to the completion of the project on the western end. The traffic control within this phase will move with the work as we progress down the street in order to minimize the construction impact. This section requires

the removal of the existing water main which will utilize a second crew to stay ahead of the mainline installation and minimize the schedule.

Phase Four includes surface improvements such as resurfacing and curb ramps. When developing the schedule, the primary focus will be on maximizing efficiency and minimizing disruptions to residents and drivers along Via de la Valle, with a focus on also avoiding events at the Del Mar Fairgrounds, Equestrian Center, and the soccer fields.

5.1.4. PLAN FOR FUNCTIONAL TESTING AND START-UP

After constructing a phased section of mainline, we will test the facilities and coordinate with the Resident Engineer to obtain acceptance. Discharge while flushing of the lines will be done in accordance with City regulations and is anticipated to be released to storm drain and/or sewer lines.

5.1.5. PROPOSED SAFETY PROGRAM

Safety is the number one priority for the McCarthy | RICK team on every project we undertake. Our safety culture is proactive and people-centered, making safety everyone's responsibility from leadership to each trade partner on site. For the Via de la Valle Pipeline project, we will develop and implement a site specific safety plan that covers all elements of onsite construction operations. Led by our Superintendent, our team will provide and require comprehensive training and daily hazard analysis, while empowering all team members to stop work if unsafe conditions arise.

Using these practices on all of our projects, we have been proud to build a safety record that consistently outperforms industry averages, earning our firm recognition as one of the safest contractors in the nation.

5.1.6. PROPOSED EMERGENCY RESPONSE PLAN

McCarthy maintains a comprehensive emergency response plan, which includes up-to-date contact information for all key personnel. Our team members are accessible around the clock to ensure a prompt response in any emergency situation.

In addition, we own and maintain a fleet of equipment that can be mobilized at a moment's notice to support emergency operations as needed.

At project kickoff, we develop a site-specific safety plan that incorporates a detailed emergency response plan. This plan outlines clear procedures and responsibilities to ensure the safety of all personnel and the protection of project assets in the event of an accident or natural disaster.

5.1.7. PROPOSED CONSTRUCTION SCHEDULE

Schedule planning for the Via de la Valle Pipeline project began during our initial site visits, and has been developed based on feedback regarding design milestones, work hours, environmental concerns, parking requirements, and other priorities as provided by the City. **Our proposed design/ construction schedule can be found in Tab 4, on page 16.**

5.1.8. TRAFFIC CONTROL MANAGEMENT

During construction, we will furnish, install, and maintain all necessary traffic control devices to ensure the safety of Vehicles, bicyclists, and pedestrian traffic. All traffic control devices will be installed in strict accordance with the approved Traffic Control Plans, adhering to the San Diego Regional Standard Drawings and current Caltrans Standard Plans. For each phase of the project, our team will develop a site-specific traffic control plan, which will be submitted for review and approval by the City of San Diego prior to the commencement of construction activities.

Where required, lane or street closures will be implemented to provide an enhanced safety buffer between the work zone and the public, minimizing day-to-day confusion for local residents and supporting an efficient project schedule. We will maintain close coordination with the surrounding community throughout the project, conducting proactive outreach and soliciting feedback to mitigate potential impacts and ensure a safe, well-communicated construction environment for all stakeholders.

5.1.9. COMMUNITY IMPACT

Cook & Schmid will serve as our team's exclusive Community Liaison for this project. Cook & Schmid is experienced in fulfilling the Scope of Work for the Via de la Valle Pipeline project, having served as a Community Liaison for several other City of San Diego Capital Improvement projects over the past several years. Cook & Schmid will work collaboratively with, and provide assistance to, the city's PIO team. A community outreach plan will be designed alongside all necessary stakeholders to provide awareness to the community of the project and provide avenues for feedback.

5.1.10. ESTIMATE OF QUANTITIES NEEDED TO COMPLETE PROJECT

Estimate the following quantities amounts need to complete the entire project, per your proposed design and construction methods. Quantities will only be used to evaluate the Technical Portion of the RFP. The actual quantities will vary during the actual design and construction of the project.

For construction of the Via de la Valle Pipeline project, the following estimated quantities were developed by McCarthy | RICK and included in our lump sum price. The current proposed design and construction quantities include:

Phase 1

- 5 Each - Pothole, Locate, Tunnel Exist Utilities
- 469 Lineal Feet - 12" PVC C-900 DR-14 Public Water Main "In Exist Street" (Average Depth = 4.5')
- 2 Each - 16" PVC C-900 Under Crossing (Under Exist 12" SFID Water Line)
- 1 Each - 16" DI Cross with
  - 2 Each - 16" Butterfly Valves
  - 2 Each - 16" Blind Flanges for Future Connections in El Camino Real North Project
- 2 Each - 16" Butterfly Valves
- 3 Each - 12" Gate Valve Assemblies
- 1 Each - Pressure Reducing Station
  - 9' Long x 7.5' Wide Precase Concrete Vault with 7'x6' Aluminum Hatch
  - 2 Each - 4" DI Flanged Spool Service to PRV with 4" Gate Valve
  - 1 Each - 4" Pressure Reducing Valve (Model Cla-Val)
  - 2 Each - 6" DI Flanged Spool Service to PRV with 6" Gate Valve

- 1 Each - 6” Pressure Reducing Valve (Model: Cla-Val)
- 2 Each - 3/8” Type K Copper Pressure Gauge Assemblies
- 18”x18” Sump Basin with Sump Pump
- SCADA Control, Electrical

- 1 Each - 12” Straight-In Water Connection
- 1,407 Square Feet - 3/4” Base Asphalt Paving
- 0 SF -1.5” Grind & Overlay (Not Required Due to Future ECRN Project)
- 0 SF - Pavement Restoration Adjacent to Trench (Included in either Additive Alternative A - Additional Pavement Design & Construction or Future Via de la Valle Widening Project)

Phase 2

- 11 Each - Pothole, Locate, Tunnel Exist Utilities
- 2,422 Lineal Feet - 16” PVC C-900 DR-14 Public Water Main “In Exist Street” (Average Depth = 5’)
- 6 Each - 16” Butterfly Valves
- 1 Each - 1” Water Service Assembly (Utilizing Existing Meter’s)
- 3 Each - 2” Water Service Assembly (Utilizing Existing Meter’s)
- 1 Each - Dual 2” Water Service Assembly with Coffer Box (Utilizing Existing Dual Below Grade Polo Field 2” Meters)
- 2 Each - 2” Backflow Assembly
- 3 Each - 2” Air Vac Assembly
- 3 Each - 4” Blow-Off Assembly
- 4 Each - Fire Hydrant Assembly
- 1 Each - 12” Straight-In Phasing Connection
- 1 Each - 16”x8” Tee Connection “Santa Fe Downs”
- 9,750 Square Feet - 3/4” Base Asphalt Paving Per SDG-107
- 13,385 Square Feet - 1.5” Grind & Overlay Per SDG-107
- 0 Square Feet - Pavement Restoration Adjacent to Trench (Included in either Additive Alternate A - Additional Pavement Design & Construction or Future Via de la Valle Widening Project)

Phase 3

- 23 Each - Pothole, Locate, Tunnel Exist Utilities
- 3,282 Lineal Feet - Remove Exist 24” CML&C & Install 16” PVC C-900 DR-14 Public Water Main “In Exist Street” (Average Depth = 7’)
- 4 Each - 16” Butterfly Valves
- 2 Each - 2” Water Service Assembly
- 2 Each - 2” Backflow Assembly
- 3 Each - 2” Air Vac Assembly
- 3 Each - 4” Blow-Off Assembly
- 4 Each - Fire Hydrant Assembly
- 1 Each - 16” Straight-In Phasing Connection
- 1 Each - 20” Steel x 16” PVC Connection
  - Cut Out Exist 20”x24” CML&C Tee with 20” & 24” Butterfly Valves
  - Install 20” Weld on Flange, 20”x16” Flanged Reducer, 16” FLGxMJ 45 Degree Bend
  - 15 LF OF 16” PVC C-900 Pipe & 1 Each -16” ROMAC Repair Coupling
- 17,460 SF - 3/4” Base Asphalt Paving
- 21,792 SF - 1.5” Grind & Overlay

- 0 Square Feet - Pavement Restoration Adjacent to Trench (Included in either Additive Alternate A - Additional Pavement Design & Construction or Future Via de la Valle Widening Project)

Additive Alternate A

- 225,500 SF - 3” Full Roadway Width Grind & Overlay - Type B to comply with SPO
- 0 Square Feet / Tons - Base Repair for Potential Pavement Failure Locations, City of San Diego Pavement Rehabilitation Locations and Schedule Not Provided.

6

EQUAL OPPORTUNITY CONTRACTING PROGRAM

Equal Opportunity Contracting Program

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: McCarthy Building Companies, Inc.

ADA/DBA: McCarthy Building Companies, Inc.

Address (Corporate Headquarters, where applicable): 12851 Manchester Road

City: St. Louis County: St. Louis State: Missouri Zip: 63131

Telephone Number: (314) 968-3300 Fax Number: N/A

Name of Company CEO: Ray Sedey

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address: 12830 El Camino Real Suite 200

City: San Diego County: San Diego State: California Zip: 92130

Telephone Number: (858) 784-0347 Fax Number: N/A Email: compliance@mccarthy.com

Type of Business: Construction Type of License: Class A, B, C-4,C-8,C-10,C-20,C-36,C-61/D-56

The Company has appointed: Catrina Snell-Rehder

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: 20401 SW Birch Street, Newport Beach, CA 92660

Telephone Number: 949-851-8383 Fax Number: (949) 851-8398 Email: chsnellrehder@mccarthy.com

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■ 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 McCarthy Building Companies, Inc. *(Firm Name)*

San Diego *(County)*, California *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 16th day of December, 20 25

(Authorized Signature)

Robert Betz
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: McCarthy Building Companies, Inc. DATE: 11/14/2025

OFFICE(S) or BRANCH(ES): San Diego 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
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

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		25	2	2	2			1		88	7	6	1
Professional	2		28	19	6	4					69	11	6	
A&E, Science, Computer														
Technical											2			
Sales														
Administrative Support		1	5	10		1			1		2	9	1	1
Services														
Crafts							1		3					
Operative Workers														
Transportation														
Laborers*			1								2			

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	3	1	59	31	8	7	1	0	5	0	163	27	13	2

Grand Total All Employees	316

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	1	0	1	1	0	0	0	0	0	0	3	1	1	0

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: McCarthy Building Companies, Inc. DATE: 11/14/2025

OFFICE(S) or BRANCH(ES): San Diego 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:

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(2) Hispanic or Latino
(3) Asian
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(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

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	1		27		1				1		9		1	
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers	1		27								1			
Construction Laborers	1		51						1		3		1	
Drywall Installers, Ceiling Tile Inst			4								1			
Electricians			1											
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators			14				1		1		9			
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column	3	0	124	0	1	0	1	0	3	0	23	0	2	0

Grand Total All Employees 157

Iindicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0

The City of SAN DIEGO

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report[1]. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county[2]. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report[1, 3]. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.[3]

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one [1], two [2] & three [3]. These numbers coincide with the types of work force report required in the example. See below:

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial
Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional
Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer
Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical
Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales
Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support
Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services
Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts
Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers
Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation
Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers
Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights
Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators
Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance
Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers
Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers
Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

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: Glenn A. Rick Engineering & Development Company

ADA/DBA: Rick Engineering Company

Address (Corporate Headquarters, where applicable): 5620 Friars Road

City: San Diego County: San Diego State: CA Zip: 92110

Telephone Number: 619-291-0707 Fax Number: 619-291-4165

Name of Company CEO: Kai E. Ramer, PE

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address: Same as above

City: Same as above County: Same as above State: Same as above Zip: 92110

Telephone Number: Same as above Fax Number: Same as above Email: Same as above

Type of Business: California Corporation Type of License: B1974001388

The Company has appointed: Kristin Gendron

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: 5620 Friars Road, San Diego, CA 92110

Telephone Number: 619-291-0707 Fax Number: 619-291-4165 Email: kgendron@rickengineering.

■ 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 Rick Engineering Company *(Firm Name)*

San Diego *(County)*, CA *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 18th day of July, 20 25

Edgar's Digital Signature — Digitally signed by Edgar's Digital Signature DN: C=US, E=ecamerino@rickengineering.com, O=Rick Engineering Company, OU=Transportation Division, CN=Edgar's Digital Signature Date: 2025.12.15 16:48:34-08'00'

(Authorized Signature)

Edgar Camerino — Digitally signed by Edgar Camerino Date: 2025.12.16 08:39:20 -08'00'

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Rick Engineering Company DATE: July 18, 2025

OFFICE(S) or BRANCH(ES): San Diego 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
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

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			2	1	2				2	1	15	11		
Professional		1	29	5	10	3			2	2	50	33	1	2
A&E, Science, Computer														
Technical														
Sales														
Administrative Support		1		2							1	6		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	2	31	8	12	3	0	0	4	3	66	50	1	2

Grand Total All Employees	182

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

6.2 Subcontractor Documentation

Refer to forms AA05 and AA25 provided in the team's separate Price Proposal for list of subcontractors and equipment/material suppliers, as applicable, that are listed towards the SLBE-ELBE subcontractor participation percentage requirements. Our team has achieved the 25% SLBE, ELBE, DVBE participation goal for this project.

7

REFERENCE CHECKS

Reference Checks

HOLLIS GENTRY

Sharp Memorial

Vice President, Facilities Management and Development

(858) 864-8400

Hollis.gentry@sharp.com

Sharp Memorial Metropolitan Medical Campus - Modernization Plan, San Diego, CA

ROLAND BARTSCH

P.E., LEED AP, QSD

University of California, San Diego

Project Manager Capital Program Management

(619) 917-7113

rbartsch@ucsd.edu

University of California San Diego Triton Center, La Jolla, CA

JAIME RAMOS

30th Street Pipeline Replacement

Senior Civil Engineer

(619) 533-5103

JRamosBanuel@Sandiego.gov

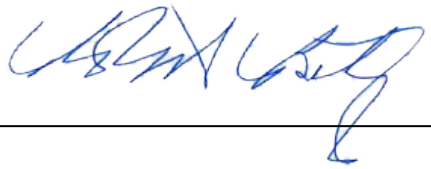
30th Street Pipeline Replacement, City of San Diego, San Diego, CA

8

CERTIFICATIONS AND FORMS

Certifications and Forms

McCarthy acknowledges and agrees with all certifications, forms, and affidavits provided below and within the proposal.

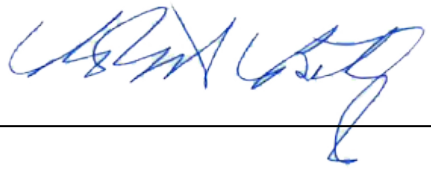


12/16/2025

Robert Betz, Executive Vice President

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.



12/16/2025

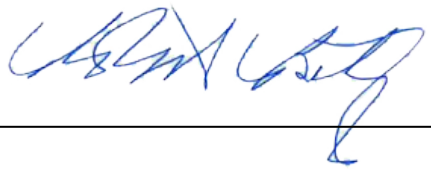
Robert Betz, Executive Vice President

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.



12/16/2025

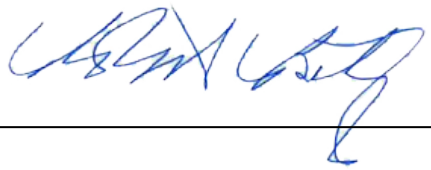
Robert Betz, Executive Vice President

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.



12/16/2025

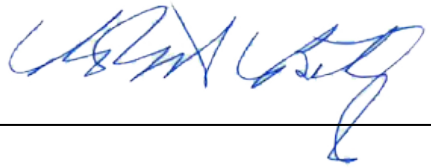
Robert Betz, Executive Vice President

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.



12/16/2025

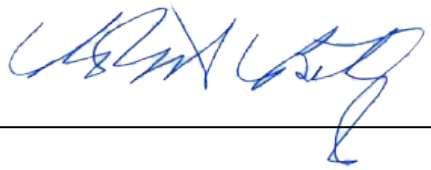
Robert Betz, Executive Vice President

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.



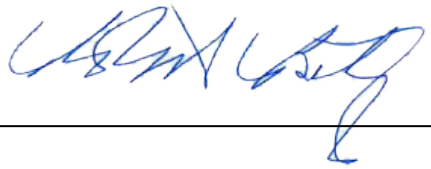
12/16/2025

Robert Betz, Executive Vice President

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.



12/16/2025

Robert Betz, Executive Vice President

CONTRACTOR CERTIFICATION

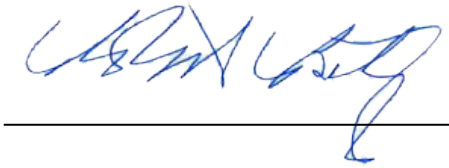
EQUAL PAY ORDINANCE CERTIFICATION

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.



12/16/2025

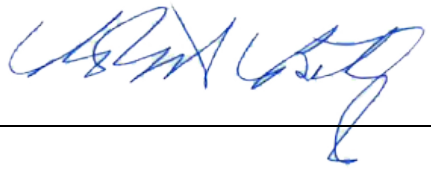
Robert Betz, Executive Vice President

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.



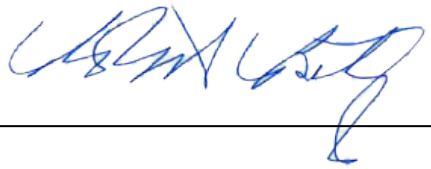
12/16/2025

Robert Betz, Executive Vice President

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.



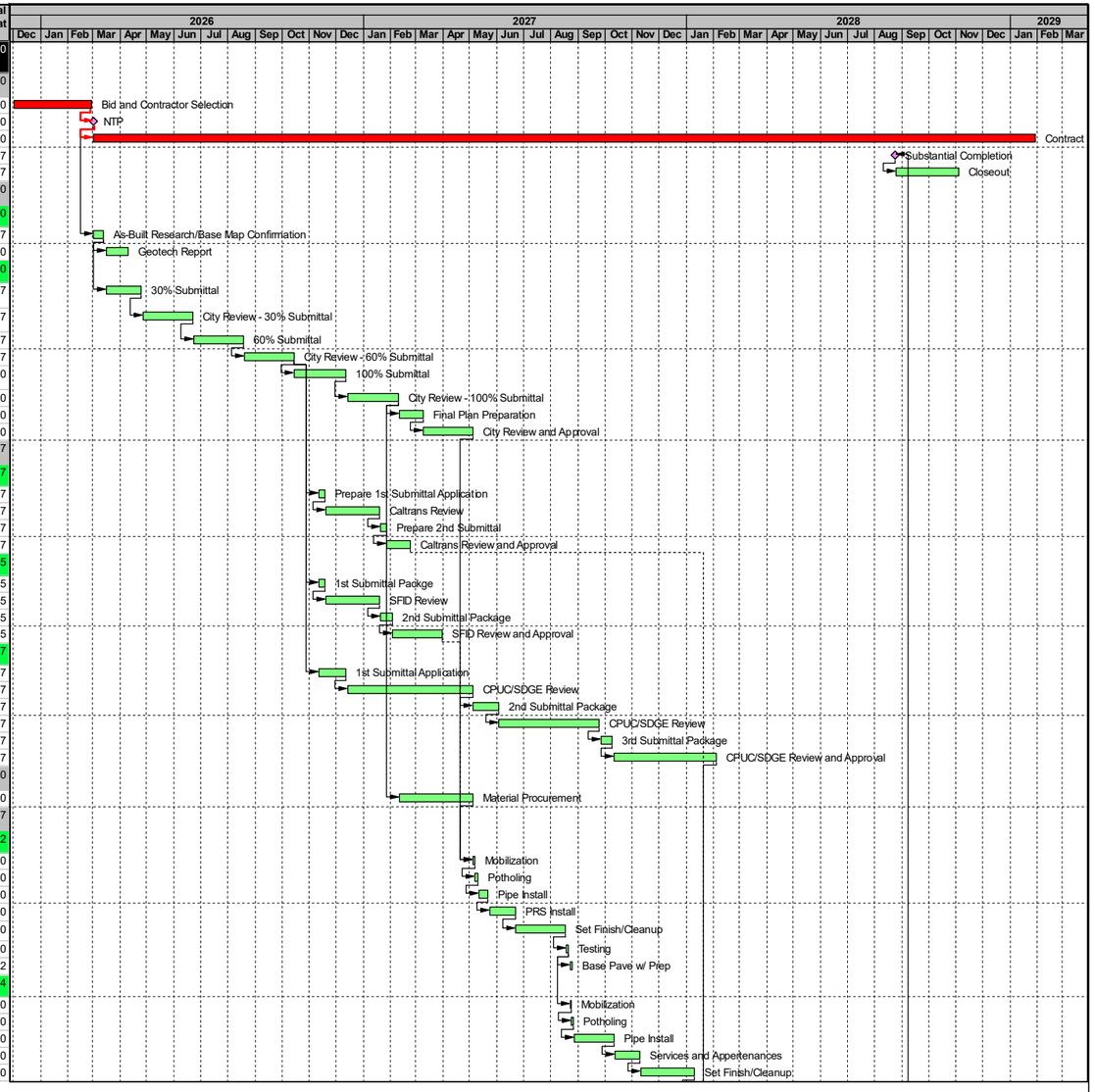
12/16/2025

Robert Betz, Executive Vice President

APPENDIX

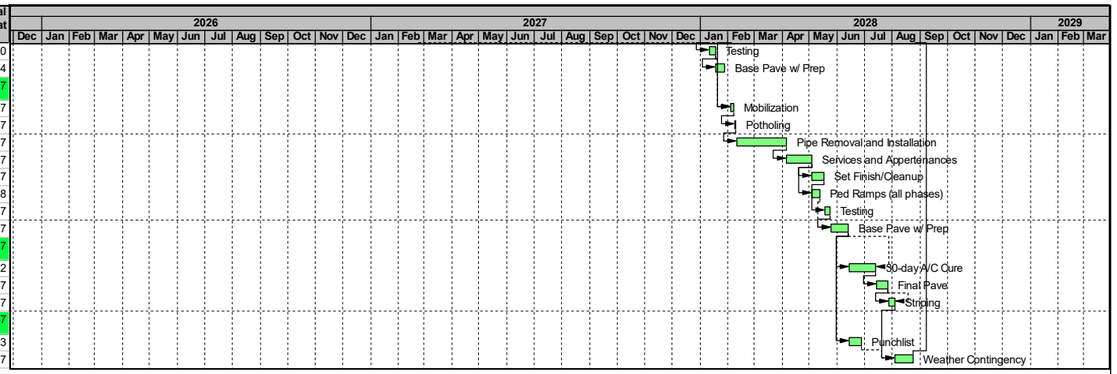
Detailed Schedule

Activity ID	Project Name	Original Duration	Start	Finish	Total Float
Via De La Valle Pipeline - MC Civil		802	02-Dec-25	29-Jan-29	0
Summary and Milestones		802	02-Dec-25	29-Jan-29	0
A1170	Bid and Contractor Selection	62	02-Dec-25*	27-Feb-26	0
A1000	NTP	0	02-Mar-26*		0
A1060	Contract Time - 740 work-days	740	02-Mar-26	29-Jan-29	0
A1440	Substantial Completion	0		24-Aug-28	57
A1430	Closeout	50	25-Aug-28	03-Nov-28	57
Design and Engineering		300	02-Mar-26	04-May-27	440
Preliminary Investigations		30	02-Mar-26	10-Apr-26	710
A1460	As-Built Research/Base Map Confirmation	10	02-Mar-26	13-Mar-26	57
A1470	Geotech Report	20	16-Mar-26	10-Apr-26	710
Final Engineering		290	16-Mar-26	04-May-27	70
A1010	30% Submittal	30	16-Mar-26	24-Apr-26	57
A1110	City Review - 30% Submittal	40	27-Apr-26	22-Jun-26	57
A1120	60% Submittal	40	23-Jun-26	18-Aug-26	57
A1130	City Review - 60% Submittal	40	19-Aug-26	14-Oct-26	57
A1140	100% Submittal	40	15-Oct-26	11-Dec-26	70
A1150	City Review - 100% Submittal	40	14-Dec-26	09-Feb-27	70
A1230	Final Plan Preparation	20	10-Feb-27	09-Mar-27	70
A1270	City Review and Approval	40	10-Mar-27	04-May-27	70
Permitting		310	12-Nov-26	03-Feb-28	57
Caltrans Encroachment Permit (TC Only)		70	12-Nov-26	23-Feb-27	297
A1480	Prepare 1st Submittal Application	5	12-Nov-26	18-Nov-26	297
A1490	Caltrans Review	40	19-Nov-26	19-Jan-27	297
A1500	Prepare 2nd Submittal	5	20-Jan-27	26-Jan-27	297
A1510	Caltrans Review and Approval	20	27-Jan-27	23-Feb-27	297
SFID Approvals		95	12-Nov-26	30-Mar-27	95
A1520	1st Submittal Packge	5	12-Nov-26	18-Nov-26	95
A1530	SFID Review	40	19-Nov-26	19-Jan-27	95
A1540	2nd Submittal Package	10	20-Jan-27	02-Feb-27	95
A1550	SFID Review and Approval	40	03-Feb-27	30-Mar-27	95
CPUC 851 Process		310	12-Nov-26	03-Feb-28	57
A1560	1st Submittal Application	20	12-Nov-26	11-Dec-26	57
A1570	CPUC/SDGE Review	100	14-Dec-26	04-May-27	57
A1580	2nd Submittal Package	20	05-May-27	02-Jun-27	57
A1590	CPUC/SDGE Review	80	03-Jun-27	24-Sep-27	57
A1600	3rd Submittal Package	10	27-Sep-27	08-Oct-27	57
A1610	CPUC/SDGE Review and Approval	80	11-Oct-27	03-Feb-28	57
Procurment		60	10-Feb-27	04-May-27	70
A1030	Material Procurement	60	10-Feb-27	04-May-27	70
Construction		333	05-May-27	24-Aug-28	107
PHASE #1: 419 LF of 12" PIPE & PRESSURE REDUCING STATION		78	05-May-27	24-Aug-27	362
A1210	Mobilization	2	05-May-27	06-May-27	70
A1390	Potholing	2	07-May-27	10-May-27	70
A1090	Pipe Install	9	11-May-27	21-May-27	70
A1200	PRS Install	20	24-May-27	21-Jun-27	70
A1240	Set Finish/Cleanup	40	22-Jun-27	17-Aug-27	70
A1220	Testing	3	18-Aug-27	20-Aug-27	70
A1250	Base Pave w/ Prep	2	23-Aug-27	24-Aug-27	362
PHASE #2: 2,422 LF of 16" PIPE		110	23-Aug-27	28-Jan-28	254
A1640	Mobilization	1	23-Aug-27	23-Aug-27	70
A1650	Potholing	3	24-Aug-27	26-Aug-27	70
A1660	Pipe Install	31	27-Aug-27	11-Oct-27	70
A1670	Services and Appertenances	21	12-Oct-27	09-Nov-27	70
A1680	Set Finish/Cleanup	40	10-Nov-27	10-Jan-28	70



Run Date - 15-Dec-25 **Data Date - 12-Nov-25**		**Via De La Valle Pipeline - MC Civil** Project ID: SD 25-09	1 of 2

Activity ID	Project Name	Original Duration	Start	Finish	Total Float
A1690	Testing	5	11-Jan-28	17-Jan-28	70
A1700	Base Pave w/ Prep	9	18-Jan-28	28-Jan-28	254
PHASE #3: 3,282 LF of Removal and Replace 24” to 16" PIPE		92	04-Feb-28	13-Jun-28	57
A1320	Mobilization	2	04-Feb-28	07-Feb-28	57
A1710	Potholing	2	08-Feb-28	09-Feb-28	57
A1330	Pipe Removal and Installation	40	10-Feb-28	05-Apr-28	57
A1720	Services and Appertenances	20	06-Apr-28	03-May-28	57
A1350	Set Finish/Cleanup	10	04-May-28	17-May-28	57
A1620	Ped Ramps (all phases)	7	04-May-28	12-May-28	78
A1340	Testing	5	18-May-28	24-May-28	57
A1360	Base Pave w/ Prep	13	25-May-28	13-Jun-28	57
Restoration / Paving		36	14-Jun-28	03-Aug-28	57
A1370	30-day A/C Cure	30	14-Jun-28	13-Jul-28	82
A1630	Final Pave	10	14-Jul-28	27-Jul-28	57
A1380	Striping	5	28-Jul-28	03-Aug-28	57
Project Completion		51	14-Jun-28	24-Aug-28	57
A1420	Punchlist	10	14-Jun-28	27-Jun-28	83
A1450	Weather Contingency	15	04-Aug-28	24-Aug-28	57



Run Date - 15-Dec-25 **Data Date - 12-Nov-25**		**Via De La Valle Pipeline - MC Civil** Project ID: SD 25-09		2 of 2

McCARTHY
RICK