City of San Diego

CONTRACTOR'S NAME:TC Construction Company, Inc				
ADDRESS: 10540 Prospect Avenue, Santee, CA 92071				
TELEPHONE NO.: (619) 448-4560	FAX NO.:			
CITY CONTACT: Celina Suarez, Cont	tract Specialist, Email: CSuarez@sandiego.gov			
	33-6678			
S. Nezha / A. Jaro / W. Fa	alkenstein			

PROPOSAL DOCUMENTS







FOR

MACC TASK NUMBER: 3

AC WATER & SEWER GROUP 1052A

RFQ NO.:	K-17-1518-MAC-3
RFP NO.:	K-21-1987-MAC-3
SAP NO. (WBS/IO/CC):	B-19169, B-19166
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	8, 9
PROJECT TYPE:	KB, JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > PHASED-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- ➢ PREVAILING WAGE RATES: STATE ∑ FEDERAL
- > APPRENTICESHIP

PROPOSALS DUE:

12:00 NOON

MARCH 18, 2021

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/index.shtml

DEPUTY CITY ENGINEER

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

For City Engineer

Date

Seal:



AC Water & Sewer Group 1052A RFP No. K-21-1987-MAC-3

TABLE OF CONTENTS

SECTION

PAGE

1.	INTRODUCTION
2.	SUMMARY OF WORK
3.	COMPETITION
4.	PROPOSAL DUE DATE AND TIME
5.	ESTIMATED PROJECT COST
6.	LICENSE REQUIREMENT
7.	CONTRACT PERIOD
8.	PREVAILING WAGE
9.	PHASED FUNDING5
10.	SUBCONTRACTING PARTICIPATION PERCENTAGES
11.	SELECTION AND AWARD SCHEDULE
12.	INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS7

ATTACHMENTS

A.		ECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND GING DOCUMENTS20
В.	PHAS	ED FUNDING PROVISIONS76
C.	RESE	RVED
D.	PREV	AILING WAGE81
E.	SUPP	PLEMENTARY SPECIAL PROVISIONS86
	1.	Appendix A – Addendum to Mitigated Negative Declaration
	2.	Appendix B - Fire Hydrant Meter Program
	3.	Appendix C - Materials Typically Accepted by Certificate of Compliance 171
	4.	Appendix D - Sample City Invoice with Cash Flow Forecast
	5.	Appendix E - Location Map 176
	6.	Appendix F - Adjacent Projects Map180
	7.	Appendix G - Conflict Paving Map
	8.	Appendix H – Pre-design OCI Index Map
	9.	Appendix I - Contractor's Daily Quality Control Inspection Report
	10.	Appendix J - Monthly Drinking Water Discharge Monitoring Form
	11.	Appendix K - Hazardous Label/Forms 192
	12.	Appendix L - Rehab Data Collection – Sewer Mains Sample Data Template 198
	13.	Appendix M - Rehab Data Collection – Manhole Sample Data Template 200
	14.	Appendix N - Rehab Data Collection – Laterals Sample Data Template 202
	15.	Appendix O - Sample Archaeology Invoice

TABLE OF CONTENTS

SECTION

PAGE

	16.	Appendix P - Sample of Public Notice	.207
	17.	Appendix Q - Advanced Metering Infrastructure (AMI) Device Protection	.209
	18.	Appendix R - Paleontology Construction Monitoring Requirements	.216
F.	RESE	RVED	.225
G.	EVAL	UATION AND SELECTION CRITERIA	.226
Н.	PRIC	E FORMS	.233
Ι.	CERT	FIFICATION AND FORMS	.239
J.	DESI	GN-BUILD AGREEMENT	.258

REQUEST FOR PROPOSAL

1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) second step in the two-step solicitation process to acquire Design-Build services for the AC Water & Sewer Group 1052A and Task Number 3 Design-Build project.
- **1.2.** Pursuant to the City's Request for Qualifications **RFQ K-17-1518-MAC-3**, this RFP is being issued exclusively to the previously selected firms who have each been awarded a Multiple Award Construction Contract (MACC) with the City.
- **1.3.** All MACC awardees are to submit a responsive good-faith Proposal for this Task Order. Failure to do so may result in the City's rescinding the award of the MACC contract. MACC awardees who fail to submit Proposals twice in twelve month period may have their MACC contract rescinded and be ineligible to submit future proposals.
- **1.4.** Failure to submit all requested information in accordance with the requirements of the RFP may be cause for disqualification.
- SUMMARY OF WORK: This is the City solicitation process to acquire Design-Build services for a Design-Build project for AC Water & Sewer Group 1052A. For additional information refer to Attachment A.
- **3. COMPETITION:** This RFP is being issued only to the firms previously awarded contracts pursuant to RFQ **K-17-1518-MAC-3**.
- 4. **PROPOSAL DUE DATE AND TIME ARE: MARCH 18, 2021** at 12:00 NOON.
- 5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$5,430,000**.
- 6. LICENSE REQUIREMENT: To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: A or [C-34 and C-42].
- CONTRACT PERIOD: Project shall be completed, including the Plant Establishment Period, within
 515 Working Days from the Notice to Proceed (NTP).
- 8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- 9. PHASED FUNDING: For Phased Funding Conditions, see Attachment B.
- **10. SUBCONTRACTING PARTICIPATION PERCENTAGES**: The mandatory minimum subcontractor participation percentages for this RFP are as follows:

SERVICE	SLBE	ELBE	DVBE	SUBCONTRACTING REQUIREMENT
Design Services	1.7%	2.0%	0.4%	4.1%
Construction Services	7.5%	11.7%	3.2%	22.4%

Notes: Subcontracting Requirement is the percentage of the individual contract elements i.e., Design Services or Construction Services.

- **10.1.** The Design-Builder shall submit subcontractor participation percentages that are not less than the specified subcontracting requirements.
- **10.2.** The required subcontracting percentages apply to 1st tier Subcontractors only.
- **10.3.** For the purpose of achieving the proposed subcontractor participation percentage, Allowance Proposal Items will not be included in the calculation. The Design-Builder may not substitute DVBE for SLBE/ELBE or SLBE/ELBE for DVBE. Subcontracting percentages for design and construction may not be substituted for one another.
- **10.4.** The Proposal shall be deemed non-responsive if the Subcontractor and Supplier listings submitted and enclosed with the Price Proposal fail to meet the above minimum required subcontracting participation levels.

11. SELECTION AND AWARD SCHEDULE:

11.1. 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:

11.1.1. Proposal Due Date	MARCH 18, 2021
11.1.2. Selection and Notification	APRIL 15, 2021
11.1.3. Limited Notice to Proceed	JUNE 17, 2021

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- **1.1.** Contractors submitting a Proposal must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- **1.3. Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - **1.3.1.** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - **1.3.2.** Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - **1.3.3.** Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - **1.3.4.** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- **1.4.** Complete information and links to the on-line prequalification application are available at:

http://www.sandiego.gov/cip/bidopps/pregualification.shtml

- **1.5.** Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids</u>[™].
- 2. ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: Proposals will be received in <u>electronic format (eBids) EXCLUSIVELY</u> at the City of San Diego's electronic bidding (eBidding) site, at: <u>http://www.sandiego.gov/cip/bidopps/index.shtml</u> 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 and electronic proposal.

- **2.2.** The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. Upon entry of their proposal, the system will ensure that all required fields are entered. The system will not accept a proposal for which any required information is missing. This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME. eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- **2.5. PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME**. Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- **2.6. TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE**. The proposer is to submit two separate proposal PDFs by the due date and time.
 - **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**. 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 Engineering & Capital Projects Department 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 included in The WHITEBOOK.
- **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:

http://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 Engineering & Capital Projects 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:

CSuarez@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: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of Engineering & Capital Projects Department Contracts 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 constructions unless specified otherwise in the Contract Documents.
- 11. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME. Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

- **11.1. TECHNICAL PROPOSAL REQUIREMENTS:** Technical Proposals submitted in response to this RFP shall be in the following order and shall include:
 - Legal name of company.
 - Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
 - Year of establishment of entity.
 - If company is subsidiary of a parent company, identify the parent company.
 - Address of main office.
 - Address of San Diego satellite office if applicable.
 - Contact information for firm, including name, title, email address and telephone number.
 - Number of employees in San Diego County.
 - Applicable License(s):
 - City of San Diego Business License Number, including expiration date.
 - State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
 - Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.
 - 11.1.1. The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8^{1/2"} x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text

pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.

- **11.1.2.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Technical Proposal shall be organized consistent with the format in Attachment G.
- **11.1.3.** Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with Attachment G.
- **11.1.4.** Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

11.2. PRICE PROPOSAL REQUIREMENTS

- 11.2.1. A clearly marked, signed PDF of the Price Proposal is to be submitted in a separate PDF. This <u>is not</u> to be included with the Technical proposal. Refer to Attachment H of this RFP for any Price Proposal forms required to be used.
- **11.2.2.** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- **11.2.3.** The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.
- **11.2.4.** In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.
- **11.2.5.** The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

12. SELECTION CRITERIA AND SCORING

- **12.1.** An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.
- **12.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G.
- **12.3.** 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.

12.4. 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:

LISTING OF SUBCONTRACTORS. In accordance with the requirements 13.1. 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; Paragraph 3-2, "SELF-PERFORMANCE", "Subcontracts", 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 additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

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" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- **15.6. Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- **15.7. San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- **15.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
 - **15.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **15.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **15.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **15.8.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- **15.8.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- **15.8.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- **15.8.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- **15.9. Prevailing Wage Rates Apply:** Refer to Attachment D.
- **15.10. Reference Standards:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <u>http://www.greenbookspecs.org/</u>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <u>https://www.sandiego.gov/ecp/edocref/greenbook</u>	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2018	PWPI010119-03
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/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD 2014 Rev 5) http://www.dot.ca.gov/programs/safety-programs/camutcd/camutcd-rev/5	2014	PWPI042220-09
NOTE: *Available online under Engineering Documen <u>https://www.sandiego.gov/ecp/edocref/</u> *Electronic updates to the Standard Drawings may also be found in the link		References at:

ATTACHMENTS

ATTACHMENT A

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

ATTACHMENT A

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

INDEX

- 1 Project Description
- 2 Scope of Work
- 3 City Services
- 4 City Provided Information
- 5 Review of the Design-Builder's Design Submittals
- 6 Community Input
- 7 Photo Log and Videotape
- 8 Coordination
- 9 Existing Information
- 10 Requests for Clarifications or Information
- 11 Substitutions
- 12 Design Criteria and Procedure for Review of Design Materials
- 13 Surveying
- 14 As-built information
- 15 Environmental and Permit Support
- 16 Owner/Governmental Approvals
- 17 Geotechnical Investigation
- 18 Corrosion Survey Report
- 19 Potholing
- 20 Review of Contract Documents and Field Conditions
- 21 Local Conditions
- 22 Access to the Work
- 23 Supervision
- 24 Authorization to Proceed
- 25 Design Calculations
- 26 Plan Checks at major completion levels, Design
- 27 Shop Drawings, Material Submittals and Samples
- 28 Design Development
- 29 Design Submittals
- 30 Community Relations and Public Outreach Program
- 31 Quality Assurance and Control
- 32 Quality Assurance / Quality Control Guidelines
- 33 Noise Abatement and Control
- 34 Project Meetings
- 35 Red-lines
- 36 Record Keeping
- 37 Required Test/Material Certificates
- 38 Traffic Control
- 39 Storm Water Management Discharge Control
- 40 Reference Standards
- 41 Design Guidelines

- 42 Bridging Documents
- 43 Supplemental Requirements

ATTACHMENT A

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

1. <u>Project Description:</u>

- **1.1.** This project includes water and sewer facilities identified by the Public Utilities Department as requiring replacement due to age and condition. These replacements will reduce future water and sewer main breaks and reduce maintenance requirements. The project will also bring existing water and sewer mains up to current City Standards.
- **1.2.** The scope of work for this project includes the replacement of approximately 9,473 linear feet (LF) (1.8 miles) of existing 4, 6, 8, 12 and 16 inch diameter asbestos cement (AC) distribution mains with Polyvinyl Chloride (PVC) pipes. Abandon 1,878 linear feet LF (0.36 miles) of 4, 6, 12 and 16 inch AC Water mains, Construct approximately 493 linear feet (LF) (0.093 miles) of new water pipes including associated water services, fire hydrants, air valves, blowoff, high lining, water main cut-and-plugs and reconnections and other associated work. All water main installation and surface improvements shall extend to the full width of the intersections.
- **1.3.** The scope includes the replacement of approximately 2,315 linear feet (LF) (0.44 miles) of existing 6 and 8 inch diameter Vitrified Clay (VC), Concrete (CP) and Polyvinyl Chloride (PVC) pipes sewer pipes with PVC pipes. Construct approximately 1,041 LF (0.2 miles) of 8 inch PVC new sewer mains. Abandon approximately 1,008 linear feet (LF) (0.19 miles) of existing 6 and 8 inch concrete (CP), PVC and Vitrified Clay (VC) sewer pipes. Rehabilitation approximately 310 linear feet (LF) (0.06 miles) of existing 8 inch diameter Vitrified Clay (VC) Sewer mains including associated sewer laterals, manholes, cleanouts, top hats and other associated work.
- **1.4.** The new 12 inch water pipe will be installed along S 43rd St in order to connect the two existing mains in this street. Furthermore, the water main east of the fire hydrant at Dalbergia St and Woden St will be abandoned and the related services transferred to the main on Woden St. Moreover, the water main in Main St between I-5 and Dalbergia Court will be abandoned. The water pipe crossing I-805 SB is to be abandoned as well.
- **1.5.** The sewer pipe in S. 43rd St between Delta St and I-805 SB will be relocated horizontally to satisfy the water and sewer main separation criteria. The laterals in this area should be reconnected to the new main as well.
- **1.6.** The project scope also includes replumbing work on Yama Street and the alley east of Yama Steet. Based on a preliminary study the City came up with 2 alternatives described below. It is the responsibility of the Design-Builder proposers to evaluate these two alternatives for the replumbing work and provide the most efficient and cost-effective solution in their proposal. The Design-Builder proposers shall identify

any other possible alternatives or cost savings to the original concept for the sewer and replumbing work involved at this location. Please note that the replumb alignments shown on both alternatives do not depict the actual proposed alignment, and are shown for informational purposes only. The selected Design-builder shall perform required investigation during design to determine the best replumb alignments and locations.

1.6.1 Alternative Design A:

Three additional new sewer mains will be constructed and connected to the existing trunk sewer in Cottonwood Street, Yama Street and in the alley east of Yama Street. The upstream manhole in the alley perpendicular to Yama Street currently does not meet the City criteria for slope, velocity, depth, and angles (the pipe in this alley is also PVC pipe). Lowering the mentioned manhole to bring the main in compliance with the City of San Diego design standards will require lowering the downstream manhole which will impact the trunk sewer. Additionally, the sewer main along Yama Street and Cottonwood Street will be abandoned to meet City criteria. For these reasons, flow will be redirected to Cottonwood Street and to Yama Street and the laterals will be reconnected/replumbed into the new sewer mains. See Appendix E, Location Map for Alternative A.

1.6.2 Alternative Design B:

One additional new sewer main will be constructed and connected to the existing trunk sewer in Yama Street. The three sewer mains along Yama Street, the alley south of Yama Street, and the alley east of Yama Street will be abandoned and replumbing will be required for all laterals that serve from the alley east of Yama Street into the sewer main in Osborn Street. Also, replumbing the lateral in the alley south of Yama Street into the sewer main in Yama Street, reconnecting/replumbing the laterals in Yama Street into the new sewer mains will be required. See Appendix E, Location Map for Alternative B.

- **1.7.** This project may require Caltrans Encroachment permit as the following segments cross along Caltrans ROW: Vesta St from Dalbergia St to Birch St, 45th St and I-805 and 43rd St and I-805. In addition, the portion of work in Main St passing below the bridge of I-5 needs to be coordinated with Caltrans as well. This portion of work might require more design work, detailed review & approval, and shall meet all Caltrans requirements. Additional requirements not included in the Contract Documents may be required.
- **1.8.** The scope of work for this project includes all curb ramps, traffic control, street resurfacing and striping as required for pipeline installation.
- **1.9.** The work will include furnishing all design, labor, materials, equipment and services for the construction of the project as described in the bridging documents. The project is located within the Southeastern San Diego, Barrio Logan and Military Facilities (Council District 8 & 9).

1.10. The project may utilize the open trench and trenchless construction methods.

2. <u>Scope of Work:</u>

- **2.1.** The Work and Services required of the Design-Builder include those during design and construction of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project.
- **2.2.** The Design-Builder shall be responsible for performing and completing, and for causing all Sub-consultants/Subcontractors to perform and complete the design and construction of the Project as set forth in the Contract Documents.
- **2.3.** The Design-Builder shall provide all Work and Services required by the Contract Documents, including those described as "if required," "if directed," "potential," "optional," "may," or similar adjectives and phrases. This work falls under the appropriate proposal items.
- **2.4.** The Design-Builder covenants that the Services shall meet the performance expectations of the City as described in this Scope. The Design-Builder shall be responsible for achieving Completion of the Project as set forth in the Project Schedule, as the same may be extended from time to time pursuant to the provisions of the Contract.
- **2.5.** The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, the local conditions under which the Work is to be performed, and as to the requirements of the Proposal Documents, Plans, and Specifications.
- **2.6.** As the Engineer of Work, the Design-Builder shall refer to the City's preliminary design information for the purpose of preparing a set of Plans and Specifications for the construction.
- **2.7.** The Scope of Work and Services [Scope] shall also include but is not limited to the following:
 - **2.7.1.** Conducting investigations, as-built research, and all design and construction survey services including physical and aerial surveys with the exception of monument perpetuation and preservation for the completion of design and construction work;
 - **2.7.2.** Preparing & 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;
- **2.7.4.** Obtaining approval from the State Water Resources Control Board Division of Drinking Water for water and sewer separation , if required
- **2.7.5.** Construction of water mains and appurtenances including all high-lining, cut and plug, re-connections, cut ins and all work associated;
- **2.7.6.** Investigation and monitoring for potential of any hazardous materials and coordination with local resource agencies;
- **2.7.7.** Value engineering;
- **2.7.8.** Geotechnical investigation and potholing;
- **2.7.9.** Performance and implementation of QA/QC;
- 2.7.10. Landscaping and re-vegetation plan, if required;
- **2.7.11.** Traffic control, striping, street resurfacing, storm water permitting and compliance;
- **2.7.12.** Concrete roads/alleys shall be restored beyond the edge of the trench cut to the nearest expansion, cold joint or construction joint.
- **2.7.13.** 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;
- **2.7.14.** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and,
- **2.7.15.** Scheduling, community outreach and public relations, and preparation of asbuilt drawings and mylars.
- **2.7.16.** Determine if any special consideration will be required for hazardous materials per the Bridging Documents.
- **2.7.17.** Prepare Deviation Form for any design part not per standards.
- **2.8.** The Design-Builder shall use CADD in compliance with the current City of San Diego CADD Standards.
- **2.9.** The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project in accordance with Section 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."

- **2.10.** As required by California Government Code section 830.6, prior to construction, the design (including changes) for the Project and/or any portion thereof shall be approved by the Engineer.
- **2.11.** The Design-Builder shall acquire Permit to work on private property required to complete the design and construction of the Project.
- **2.12.** Caltrans Permit required for any geotechnical investigation and borings, tunnel construction, if needed, abandonment work, and for survey work in areas within Caltrans jurisdiction.
- **2.13.** The Design-Builder shall coordinate with DSD, READ and private property owners and provide all materials necessary for Easement Vacation submittal package that includes but not limited to, Deeds/ Title Reports, Legal Descriptions, As-builts and Assessor's Plats (labeled with Assessor Number, address, and Property Owner's Name), if needed;
- **2.14.** The Design Builder shall acquire the required permits to complete the design and construction of the Project including the permit to do work on private property.

3. <u>City Services:</u>

- **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. See The WHITEBOOK, General Provisions (B), subsection 2-1.6.
 - **3.1.2.** Submittal Review and Approval. The City will review each submittal within 20 Working Days of receipt. See The WHITEBOOK, General Provisions (A), subsection 3-8.1.
 - **3.1.3.** Construction inspection (excluding any specialty inspection), administration, and material testing.
 - **3.1.4.** Corrosion inspection, if needed;
 - **3.1.5.** Survey monument preservation and perpetuation.
 - **3.1.6.** City-wide plan checking and fees.
 - **3.1.7.** One-time orientation on the use of the Engineering Capital Project's GIS and other databases that the City makes available to the Design- Builder.
 - **3.1.8.** Easement Acquisition, including right-of-way drawing , if required;

4. <u>City Provided Information:</u>

- **4.1.** The City will provide the following information to Design- Builder. The City does not guarantee the accuracy of this information. The Design-Builder shall conduct further research as necessary to verify the information.
 - **4.1.1.** Existing topographic maps, San Diego Geographical Information Source (SanGIS) Maps, and electronic files. 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 current CIP Tracking Database Software to identify existing and proposed Projects in surrounding areas and limited access, as determined by City, to City's on-line records on, maintenance sites, and recent sewer spills. The Design-Builder shall make arrangements with the Engineer or designee at least 1 week in advance to reserve the computer work station.
 - **4.1.3.** Sample set of construction plans for a typical Project. The Design-Builder shall use the sample as minimum guidelines for the format and contents of Plans.
 - **4.1.4.** City's QA/QC checklists.
 - **4.1.5.** Access to Engineering Capital Project's on-line as-built drawings and available design survey information where available.
 - **4.1.6.** Traffic Control development process.

5. <u>Review of the Design-Builder's Design Submittals:</u>

5.1. The Design-Builder shall allocate 20 Working Days for City to review and comment on each submittal and 2 weeks for the Design-Builder to respond and for final Working Days resolution of comments. It is the responsibility of Design-Builder to ensure each submittal is complete as set forth in the Contract Documents. Incomplete submittals will be rejected, and any delays caused by the Design-Builder's failure to ensure complete submittals shall be the total responsibility of The Design-Builder. The allocated 20 working days for City's review shall commence upon the receipt of complete submittals. To log and communicate the review comments, actions, and resolutions efficiently, the City intends to utilize a MS Access database or MS Excel spreadsheet to manage the design submittal comments for 30%, 60%, 100%, and Final Designs. The Design-Builder shall review and respond to City's comments in the format provided by City.

6. <u>Community Input:</u>

6.1. Community input is important. 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 with the PIO and City Project Manager at least 2 community presentation meetings of 2-4 hours each for each community groups (usually scheduled during the

early 30% design and prior to start of construction) and a minimum of 2 community presentation meetings of 2-4 hours each for each community groups during construction. The Design-Builder shall also prepare and receive City approval of handouts and displays for the community presentations. The Design-Builder shall work closely with the City to schedule meetings, appointments and presentations, and shall coordinate all draft written responses to the community with the City prior to sending formal responses. The Design-Builder shall be responsible for handling all project-related phone calls regarding the project and shall coordinate with the City, as needed, to provide the most accurate response. 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. <u>Photo Log and Videotape:</u>

- **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;
 - **7.1.2.** one copy of each of the still-log photos bound in a three-ring binder; and
 - **7.1.3.** 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. <u>Coordination:</u>

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. <u>Existing Information:</u>

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 by the City pertaining to the Bridging Documents, conceptual plans, Project Site's description, rights-of-way, easements, surveys, existing utilities, soils, 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. <u>Requests for Clarifications or Information (Post Award):</u>

10.1. The Design-Builder shall submit all RFI's to the 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 part of the Contract Documents; CPM activity number affected; the written request; the Design-Builder's proposed solution, if appropriate; attachments, if any; and the name, telephone number, e-mail address, and title of the request initiator.

11. <u>Substitutions of Products, Manufacturer, and Construction Method:</u>

- **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. The Design-Builder shall use Material Substitution request form Product Submittal Form included in Section 4-6 of Attachment E.
- **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. <u>Design Criteria and Procedure for Review of Design Materials:</u>

- **12.1.** General The design criteria presented herein shall apply to the design and new construction of sewer & water main replacement, abandonment, 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 75 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 30%, 60%, 100% and Final Design plans for the Project [Final Design], including all necessary design and/or Construction Documents. The Services shall also include those required during construction, and Project Completion. The Services shall be performed in accordance with all Applicable Laws and City policies.
 - **12.2.1.** The Design-Builder shall provide complete design for all elements of the Project (as applicable) such as: civil, traffic, survey, physical and aerial surveys, 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. 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 an air pollution control plan, a noise abatement plan, (WPCP) Water Pollution Control Plan, and a hazardous

materials management plan and Community Health and Safety Plan (CHSP), if required, the Design-Builder shall send any hazardous plans to Environmental Services Department (ESD) for review, per the White Book 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.

13. <u>Surveying</u>

- **13.1.** Surveying services shall be performed or procured by the designated Design-Builder under the direction of a person duly authorized to perform land surveying by the California Board for Professional Engineers, Land Surveyors, and Geologists. Surveying services include, but are not limited to, preliminary design surveys, boundary surveys, aerial mapping, and construction staking.
- **13.2.** The Design-Builder understands and acknowledges information provided by the City may not have sufficient accuracy and is preliminary in nature. The user or recipient assumes full responsibility for any risks resulting from any use of, or reliance upon, provided information. No design or construction survey services are provided by the City for this project.
- **13.3.** The Design-Builder shall perform all design and construction surveys, as needed, to prepare construction plans, as-built drawings, and construct the project in accordance with the City standards and guidelines as provided in project Bridging Documents.
- **13.4.** The Design-Builder shall submit the Survey Deliverable Checklist, as provided in project Bridging Documents, with each design submittal.
- **13.5.** All surveys must comply with the City's CADD Standards 1.9, 1.9.2, and the Green Book, and must be submitted to the City's Survey Department . Submit survey deliverables via email address (<u>SurveyReview@sandiego.gov</u>) for review. All survey deliverables determined to be non-compliant shall be amended to conform to City survey deliverable standards.
- **13.6.** Survey monument perpetuation and preservation for this project shall be performed by the City. The Design-Builder shall request the Engineer to perform a monument perpetuation inspection survey by the City with a minimum 48-hour notice period prior to any construction activity.
- **13.7.** Right-of-Way Mapping
 - **13.7.1.** All Right-of-Way mapping shall be of sufficient coverage and quality for a Rightof-Way boundary analysis performed in conformance with City CADD standards.

- **13.7.2.** All Right-of-Way survey measurements shall be collected by methods and procedures in accordance to the local standard of practice.
- **13.7.3.** Survey control datum shall be based upon the following standards:
 - **13.7.3.1.** Horizontal Survey Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis.
 - **13.7.3.2.** Vertical Survey Control shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group: (1) benchmarks with elevations up-dated per U.S.C.G.S adjustment of 1970 (identified with an asterisk (*); or, (2) benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).
- **13.8.** Easement Abandonment
 - **13.8.1.** Design-Builder shall perform thorough record research to determine pertinent maps, drawings, plats, and deeds sufficient to establish record lines of interest.
 - **13.8.2.** Design-Builder shall produce a Legal Description and associated plat exhibit, in hardcopy and digital CADD format, for all requested abandoned easement interests.
 - **13.8.3.** Design-Builder shall coordinate and submit prepared easement abandonment documents with City Real Estate Assets and City Development Services (DSD) departments for review and approval.
 - **13.8.4.** Design-Builder shall produce and submit approved easement abandonment documents on mylar film for purposes of final archiving and reproduction.

14. <u>As-built information:</u>

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. The Design Builder shall perform as-built research and obtain all additional as-builts that have not been provided by the City. Obtain and review franchise and agency-provided utility data. Plot on topo and create base sheets.

15. <u>Environmental and Permit Support:</u>

- **15.1.** Based on City's determination, this project will require An Addendum to the Citywide Master Pipelines Mitigated Negative Declaration (AMND). The Design Builder shall adhere to the requirements of Appendix A, Addendum to the Mitigated Negative Declaration (AMND).
- **15.2.** The Design Builder shall adhere to the requirements of Appendix R, Paleontological Construction Monitoring Requirements.
- **15.3.** The Design-Builder shall identify all permits required for the Project as well as all requirements for those permits.
- **15.4.** All permitsshall be acquired by the Design-Builder. At the 60%, 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.
- **15.5.** The Design-Builder shall incorporate mitigation provisions and DSD review requirements, including the certified environmental or AMND document into the Construction Documents, if applicable.
- **15.6.** There are 44 Leaking Underground Storage Tanks(LUST) sites and three (3) Envirostor sites documented within 1,000 feet of the Project. Of those cases, 35 LUST sites and three (3) Envirostor sites are located within 500 feet and zero (0) LUST sites and zero (0) Envirostor sites are located within the Project footprint. LUST sites are included in Bridging Documents. There is one (1) landfills within 1,000 feet of the Project.
- **15.7.** Geological Conditions: The Project area is located within Geologic Hazard Zones 31 (Liquefaction High) and 52 (All Other Conditions). Any geologic hazard issues shall be adequately addressed through appropriate engineering design.

16. <u>Owner/Governmental Approvals:</u>

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 received 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. <u>Geotechnical Investigation:</u>

- **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.
- **17.2.** Procure a report summarizing the results of the geotechnical investigation and presenting recommendations for a preferred method (Open-Trench or Trenchless) alignment and profile for the pipe and for the trenchless crossing if any. The report will address the geotechnical factors affecting the proposed alignment construction and will include but not limited to: recommendations for design, soil-bearing pressure, depth to groundwater and dewatering, if any, seepage, quantity and quality, Presence of contaminations, trench backfill and other design/construction considerations. This service to be provided through design and construction phases. The Design-Builder shall coodinate and obtain all permit required from the City and various agencies to perform the necessary Geotechnical Investigation. Design-Builder should use the DSD geotechnical guidelines as their guide. Refer to Design Guidelines section 42.11.

18. <u>Corrosion Survey Report:</u>

18.1. If applicable, the Design-Builder shall investigate the Project Site and provide a current corrosion survey report for the water portion of the Project according to City standards and guidelines (refer to the water CIP Guidelines, Book 1, Chapter 9, Corrosion Control).

19. <u>Potholing:</u>

- **19.1.** 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.
- **19.2.** 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.
- **19.3.** The Design-Builder shall restore and clean-up all work sites.

- **19.4.** All utility excavations shall be tied to the horizontal and vertical control information provided by City's survey for this Project. The Design-Builder shall provide the City with a summary which shall include:
 - 19.4.1. Utility.
 - **19.4.2.** Conduit quantity, type, and size.
 - **19.4.3.** Depth to top of conduit.
 - **19.4.4.** Horizontal coordinates (NAD 83).
 - **19.4.5.** Surface elevation (M.S.L).
 - **19.4.6.** Top elevation of conduit.
- **19.5.** At the completion of examining each pothole, the Design-Builder shall:
 - **19.5.1.** Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.
 - **19.5.2.** Backfill and cover the pipe with native soil.
 - **19.5.3.** For those pothole excavations located in the roadway, trench resurfacing shall comply with SDG-107 or SDG-108, when applicable.
 - **19.5.4.** Repair the street disturbed by the pothole excavation with a thin, Class F asphalt wearing surface feathered into the existing asphalt street surface.
- **19.6.** 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.
- **19.7.** 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.
- **19.8.** The Design-Builder shall submit potholing information to the Engineer for review.
- **19.9.** The Design-Builder shall not perform any additional potholing unless authorized in writing by the City.

20. <u>Review of Contract Documents and Field Conditions:</u>

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 surface 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. <u>Supervision:</u>

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. <u>Authorization to Proceed:</u>

- **24.1.** Following each design review, the Design-Builder shall meet with the Engineer to:
 - **24.1.1.** Discuss the comments and responses, and to resolve all open issues and disagreements;

- 24.1.2. Confirm the next level of design development; and
- **24.1.3.** Obtain written authorization to proceed with the next design level; and
- **24.1.4.** Obtain written authorization to proceed with construction.
- **24.1.5.** Design-Builder shall not start construction without final signed and stamped Plans per City standards.

25. <u>Design Calculations:</u>

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, Transportation and Strom Water Department, Public Utilities Department, Development Services Department, the City Traffic Section of Engineering Support and Technical Services Division, Caltrans, and other utility companies. 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:	
Ву:	
(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 20 Working Days following receipt of the submittal by the Engineer. If the Design-Builder fails to provide a complete and acceptable first re-submittal, as determined by the Engineer, City may deduct from the Contract Price the costs of City review beyond the first re-submittal.
- **27.9.6.** Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements. City shall not be liable for any costs associated with fabrication or manufacture of an item that occurs prior to City's acceptance of the associated shop drawing submittal.
- **27.9.7.** The Design-Builder shall maintain an accurate submittal log. The log shall show the current status of submittals and the Design-Builder shall make the submittal log available for City's review upon request.
- **27.9.8.** Submittal Format for Shop Drawings:
 - 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.

27.9.11. If The Design-Builder receives the prior written approval of the Engineer, the Design-Builder may submit Shop Drawings and Samples during the design process beginning at the 60 percent design level. The Design-Builder shall request such early submittal by submitting a RFI. The Design-Builder shall conform to all other requirements and procedures regarding Shop Drawings and Samples.

28. <u>Design Development:</u>

- **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, 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 29.11 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 current Bentley MicroStation Version format.

- **28.4.3.** One, 8½-inch by 11-inch, final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.
- **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 Engineering Support and Technical Services Division, The Design-Builder shall develop a traffic control plan and local access management plan that minimizes environmental and traffic impacts, including noise impacts, to residences, businesses, and institutions. The final traffic control plan must be approved by City's Traffic Section of Construction Management and Field Engineering. The Design-Builder shall maintain an appropriate level of access and site security at all Project facilities to avoid significant impacts to the public.
 - **28.6.1.** The traffic control plan must be approved by City's Traffic Section of Engineering Support and Technical Services Division prior to submittal to Caltrans for final review and approval as part of Caltrans Encroachment permit submittal.
 - **28.6.2.** After the alignment of a Project is finalized, the Design-Builder shall meet with the Traffic Plan Check Supervisor to determine which sections of the roadway, if any, will require formal traffic control plans and which sections can be adequately addressed using shop drawings developed by the Design-Builder prior to construction.
 - **28.6.3.** The Design-Builder shall prepare a preliminary traffic control approach for City's review and approval prior to preparation of traffic control plans.

- **28.6.4.** The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.
- **28.6.5.** The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.
- **28.6.6.** The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.
- **28.6.7.** The Design-Builder shall obtain approval for traffic control plans.
- **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 -, CBC Title 24, latest City of San Diego Standards, and other applicable regulations and standards on accessibility.
- **28.9.** The Design-Builder shall prepare and incorporate into the specifications, a Water Pollution Control Plan (WPCP) prior to construction and to determine "Construction Site Priority" as well as implement WPCP during construction.
- **28.10.** The Design-Builder shall prepare a construction quantity takeoff at 60%, 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 and from the permitting agencies.

29. <u>Design Submittals:</u>

- **29.1.** 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.
- **29.2.** If requested by the Design-Builder, the City's Project Manager can schedule a review meeting with the project team 14 working days after each design submittal. 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 along with each design submittal.
- **29.3.** Accessibility compliance, and traffic control plans may require additional review and can be processed in parallel.
- **29.4.** Following the submittal of the phasing plan, The Design-Builder shall reconvene at 15% for a concept design workshop.

- **29.5.** The Design-Builder shall combine the 30% and 60% design submittal for the areas outside Caltrans righ-of-way. The Design-Builder shall accommodate more design submittals and reviews beyond what is specified in this RFP for areas within Caltrans right-of way as required by the City or Caltrans at no additional cost to the City.
- **29.6.** 30 percent design Submittal The 30% design submittal shall include but not be limited to:
 - **29.6.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
 - **29.6.2.** Incorporation of the information contained in the Bridging Documents.
 - **29.6.3.** Reviewed preliminary calculations and hydraulic calculations.
 - **29.6.4.** Drawings that shall include at a minimum:
 - 1. Title sheet with general notes, vicinity map, key map, and legend.
 - 2. Preliminary list of construction drawings on cover sheet.
 - 3. Locations of existing public and private utilities within the Project area on plan and profile.
 - 4. Preliminary site plan including construction staging areas (if applicable)
 - 5. Other drawings, as applicable to show information from pre-design maps.
 - 6. List of special conditions, if any.
 - 7. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements with sizes.
 - 8. Traffic control concept plans (traffic control approach) if applicable.
 - 9. Specification table of contents prepared in The GREENBOOK format.
- **29.7.** 60 percent design Submittal The 60 percent design submittal shall include but not be limited to:
 - **29.7.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
 - **29.7.2.** Updated and incorporated information and comments from the 30 percent design submittal.

- **29.7.3.** Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.
- **29.7.4.** Location of construction staging areas (if applicable).
- **29.7.5.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
- **29.7.6.** A list of all property addresses, including homeowners names, Assessor's Parcel Numbers, and type of deed for properties that require replumb agreement and drafts of the replumb agreements.
- **29.8.** Drawings that shall include at a minimum:
 - **29.8.1.** Updated plan and profile sheets for the water improvements, and construction details and notes.
 - **29.8.2.** Identification of both special and standard details.
 - **29.8.3.** A complete list of construction drawings on cover sheet.
 - **29.8.4.** Definition of the construction method to be used for pipe installation.
 - **29.8.5.** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
 - **29.8.6.** Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.
 - **29.8.7.** Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.
 - **29.8.8.** List of special conditions, if any.
 - **29.8.9.** Quantity take-off per plan sheet.
 - **29.8.10.** A complete draft of specifications in The GREENBOOK format including:
 - **29.8.10.1.** Table of contents.
 - **29.8.10.2.** The Design-Build Special Provisions.
- **29.9.** 100 percent design Submittal The 100 percent design submittal shall include but not be limited to:
 - **29.9.1.** Designs for construction of new facilities, and refurbishment and demolition of existing facilities.

- **29.9.2.** Updated and incorporated information and comments from the 60 percent design submittal.
- **29.9.3.** Completed, reviewed, and bound calculations and hydraulic calculations.
- **29.9.4.** Updates to geotechnical report, if any.
- **29.9.5.** Permit applications as necessary.
- **29.9.6.** Completed specifications in Green-book format.
- 29.9.7. Quantity take-off.
- **29.9.8.** Drawings in all disciplines, including final and traffic control Plans approved by City, if any.
- **29.9.9.** A current written list of permits including environmental permits and revised MND required for the Project as applicable, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
- **29.10. Final Design Submittal** The Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:
 - **29.10.1.** Updated and incorporated information and comments from the 100 percent design Submittal.
 - **29.10.2.** Comments from permitting agencies, including a log of comments and responses.
 - **29.10.3.** A current written list of permits including environmental permits and revised MND required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
 - **29.10.4.** 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:
 - **29.10.4.1.** Updated and incorporated comments from the Pre-Final Design Submittal.
 - **29.10.4.2.** 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.
 - **29.10.5.** Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.

29.10.6. Executed, notarized and recorded copy of all required replumb agreements.

29.11. Design Submittal Deliverables:

- **29.11.1.** The Design City Engineer in the form of 6 copies of the specifications, 6 sets of half sized (11-inch x 17-inch) drawing prints, and 14 sets of full sized (24-inch x 36-inch) drawing prints.
 - **29.11.1.1** 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.
 - **29.11.1.2.** Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements.
- **29.11.2.** The Design-Builder shall deliver the pre-Final Design to the Engineer in the form of 6 copies of the specifications and 14 sets of half sized (11-inch x 17-inch) drawing prints.
- **29.11.3.** The Design-Builder shall submit all drawings in current Bentley MicroStation format per 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 In-Roads ALG file. The Design-Builder shall number proposed alignment points on plan views using the automated process through In-Roads Software or current City of San Diego accepted Civil software The Design-Builder shall also generate the Horizontal Alignment Coordinate Index report through In-Roads and place it on the last sheet of the drawings.
- **29.11.4.** The Design-Builder shall submit the Final Design documents to the Engineer, which shall include but not be limited to:
 - **29.11.4.1.** 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.
 - **29.11.4.2.** Six, 8½-inch by 11-inch copies of the final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.
 - **29.11.4.3.** Two complete electronic file sets of the final specifications.

- **29.11.4.4.** Two complete electronic file sets of the final drawings on CD-RW.
- **29.11.4.5.** Six complete and approved 8½-inch by 11-inch copies of the final construction cost estimate.
- **29.11.4.6.** Two complete electronic files of the final construction quantity takeoffs and cost estimate.
- **29.11.4.7.** Six complete sets 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.
- **29.11.4.8.** Other documents as required elsewhere in this Scope or required by the Engineer.
- **29.11.4.9.** The Design-Builder shall use the following table as a minimum guide for preparation of the design drawings:

30% Submittal	
Cover Sheet	Кеу Мар
	Vicinity Map
	Work to Be Done
	Contractor's Responsibility
	Legend
	Construction Storm Water Protection
	Existing Structure
	Monumentation / Survey Notes Benchmark
	Field Notes, Datum, Major Streets
	Abbreviations
	Discipline Code
Title Block:	Drawing Number
	Project Title
	WBS Numbers
	Project Engineer / Drafter InitialsAssistant Engineer's name
	Associate Engineer's name

	Deputy City Engineer's pame
	Deputy City Engineer's name
	Lambert Coordinates
	Survey Monuments
Border:	Project Title
Existing & Proposed Plan:	Ownership Lines, Addresses
	Lot Lines, Lot Numbers
	Block Numbers
	Subdivision Name
	Curb Lines
	North Arrow / Scale
	Easement
	Ex. Water Main, Services and appurtenances
	Ex. Sewer Main, Laterals and appurtenances
	Gas Line, Valves and Services
	Ex. Storm Water Conveyance, Structures & Appurtenances
	Electric Lines, Boxes and Services
	Telelephone Lines, Boxes and Services
	Cable T.V., Boxes and Services
	Ex. Water Main, Fire Hydrants, Services, Water Sampling Station & other Appurtenances
	Subdivision Name
	Oil/Line Fuel Pressure
	Street Center Line
	Right of Way Lines
	Street Names
	Stationing
	Trolley Tracks
	Proposed Water Main, Fire Services & Fire Hydrants
	Proposed Sewer Main, Manholes
	Proposed Storm Water Conveyance, Structures
	Pressure Zone Boundary
	Reference Data

Existing Profile:	Existing Water Mains
	Existing SewerF Main, Manholes with IES
	Existing Storm Water Conveyance, Structures
	Horizontal and Vertical Scale
	Elevation Scales
	Existing Surface, Grade, Pavement
	Existing Water Crossings
	Existing Sewer Crossings
	Existing Storm Drain Crossings
	Private Utility Crossings
	Street Names
	60% Submittal
Cover Sheet:	
	Кеу Мар
	Vicinity Map
	Work to Be Done
	Contractor's Responsibility
	Legend
	Construction Storm Water Protection
	Existing Structure
	Monumentation / Survey Notes Benchmark
	Field Notes, Datum, Major Streets
	Abbreviations
	Discipline Code
	Limits of Work
	Work to be Done
	Discipline Code
Title Block:	
	Drawing Number
	Project Title
	WBS Numbers
	Project Engineer / Drafter Initials
	Assistant Engineer's name
	Associate Engineer's name
	Deputy City Engineer's name
	Lambert Coordinates
	Survey Monuments
	Street Names and Limits

Existing &	
•	Ownership Lines Addresses
Proposed Plan:	Ownership Lines, Addresses
	Lot Lines, Lot Numbers
	Block Numbers
	Subdivision Name
	Curb Lines
	North Arrow / Scale
	Easement
	Ex. Water Main, Services and appurtenances
	Ex. Sewer Main, Laterals and appurtenances
	Gas Line, Valves and Services
	Ex. Storm Water Conveyance, Structures &
	appurtenances
	Electric Lines, Boxes and Services
	Telco Lines, Boxes and Services
	Cable TW, Boxes and Services
	Oil/Line Fuel Pressure
	Street Center Line
	Right of Way Lines
	Street Names
	Stationing
	Trolley Tracks
	Proposed Water Main, Fire Services & Fire
	Hydrants
	Pressure Zone Boundary
	Reference Data
	Dimensioning
	Addresses
	Stationing
	Plugs and Dead Ends
	Pipe Sizes and Lengths
	Sewer laterals and manholes
	Valves, Fire hydrants, Crosses, Tees
	Water Services / Fire Services
	Cutoff Wall, Encasements, Cradles
	Blow off, Air Valves
	Horizontal Alignment Report
	Water Construction Notes
	Special Plan Notes Caution Callouts
	Begin & End Horizontal Curve Data

	Water Dating and information
	Water Retirement information
	Sewer Retirement information
	Survey Monuments
Existing &	
Proposed Profile:	Existing Water Mains
	Existing Sewer Mains
	Horizontal and Vertical Scale
	Elevation Scales
	Existing Surface, Grade, Pavement
	Existing Water Crossings
	Existing Sewer Crossings
	Existing Storm Drain Crossings
	Private Utility Crossings
	Street Names
	Proposed Water Main
	Proposed Sewer Main
	Stationing
	Pipe Size, Lengths, Class
	Grade Breaks w/Inverts
	Blow off, Air Valves
	Top of Pipe 12" and above
	Water Pipe Invert Callout
	Cutoff Walls, Encasement cradles
	Special Profile Notes
	Manhole Inverts
	Final Submittal (100%)
Proposed Profile:	Special Profile Notes
	Traffic Control Plans
Additional Sheets:	Applicable to 30%, 60% and Final (100%)
	Curb Ramp Location Sheet
	Curb Ramp Detail Sheet
	Resurfacing Sheet
	Striping
	Water phasing and highline
	Abandonment Sheet
	Re-veg Plan
	Traffic Control Plans
	Batch Discharge Plan
	Demolition Plan
	Survey Monument Sheet

Cathodic Protection Design Sheet if applicable
Aligment Report
BMP, Storm Drain Inlet Protection Plan
Miscellaneous Details
DCE's Signature and Consultant's Stamp/Signature
if applicable (at Final Design)

- **29.11.5.** The Design-Builder shall use MS Word format for all word processing.
- **29.11.6.** The Design-Builder shall use MS Excel for all spreadsheets.

30. <u>Community Relations and Public Outreach Program:</u>

- **30.1.** The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have a 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.
- **30.2.** 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.
- **30.3.** 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.
- **30.4.** The Key stakeholders are identified as (but not limited to) the public and the City of San Diego, Council District 8 &9, San Diego Unified School District, Caltrans, Southcrest Community Planning Groups, Prudential Co-Generation Capital, krishna Hospitality LP, Tesoro South Coast Collc, and USPS. The Design-Builder shall verify and identify any additional planning groups, the community, businesses and stakeholders along the project alignment and coordinate all activity and Right of Entry permit with the proper school representative and residents as applicable. The key stakeholders list with contract information shall be included as an appendix to the Community Outreach Plan
- **30.5.** The Community Relations Plan shall include the following scope and services but not limited to:
 - **30.5.1.** 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.

- **30.5.2.** A method for construction notification in advance of the start of work.
- **30.5.3.** 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.
- **30.5.4.** Develop written list of follow-up information requested from the community.
- **30.5.5.** Respond to telephone calls and e-mails. Standard telephone service and e-mail responses. Record calls and e-mails on electronic tracking form.
- **30.5.6.** 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.
- **30.5.7.** Create and maintain online Project webpage and newsletters.
- **30.5.8.** Write, edit, update and/or produce brochures, pamphlets and news releases.
- **30.5.9.** Attend progress meeting and provide status of community relations activities.
- **30.5.10.** 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.
- **30.5.11.** 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.
- **30.5.12.** Coordinate with the appropriate representatives from the affected schools to determine the time restrictions for work performed within close proximity to said schools.
- **30.5.13.** Acquire necessary permits to perform work on private property, Communicate and coordinate with business owners and stakeholders for all permits required during design and construction. Also, identify any easement acquisition needs
- **30.5.14.** Outreach Documentation: The Design-Builder shall document all community coordination and correspondence including letters, emails and phone correspondences, and shall keep a log of community meeting stakeholders, dates and times, community questions, and answers that were provided. The Design-Builder shall document when a stakeholder declines a meeting or presentation, and keep record of

mailings that are returned. The log shall be provided to the Project Manager monthly, or as needed.

31. Quality Assurance and Control:

- **31.1.** 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 32 Quality Assurance / Quality Control Guidelines.
 - **31.1.1.** Design QA/QC The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.
 - **31.1.2.** 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.
 - **31.1.3.** 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.
 - **31.1.4.** Construction QA/QC The Design-Builder shall be completely and solely responsible for Project QA/QC during construction.

32. <u>Quality Assurance / Quality Control Guidelines:</u>

32.1. General

- **32.1.1.** 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.
- **32.1.2.** 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.
- **32.1.3.** 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.

- **32.1.4.** 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.
- **32.1.5.** 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.
- **32.1.6.** 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.
- **32.1.7.** 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.

32.2. QA/QC During Design

- **32.2.1.** This Section describes the mandatory QA/QC Plan philosophies and procedures that the Design-Builder shall follow during design of the Project.
- **32.2.2.** 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.
- **32.2.3.** The Design-Builder shall include in its Proposal all costs necessary to meet this requiremenmt.
- **32.2.4.** The following quality objectives apply to the Project design:
 - **32.2.4.1.** 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.
 - **32.2.4.2.** The Design-Builder shall design the Project facilities to conform to the requirements of the Contract Documents.

- **32.2.4.3.** The Design-Builder shall prepare the Construction Documents to the standards of best engineering practice for clarity, uniformity, accuracy, and completeness.
- **32.2.4.4.** The Design-Builder shall emphasize quality in the design and construction of the Project.

32.3. QA/QC Plan:

- **32.3.1.** 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.
- **32.3.2.** 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.
- **32.3.3.** 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 Review and Comment Form, subsection 32.3.8.
- **32.3.4.** Implementation: The Design-Builder shall be solely responsible for quality reviews and approval of its design work, and shall ensure that all design work is thoroughly checked, reviewed, and approved by qualified, experienced, knowledgeable personnel who were not involved in the original design work. The Design-Builder shall provide the following types of QA/QC design reviews:
- 32.3.5. Calculations:
 - **32.3.5.1.** 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.
 - **32.3.5.2.** 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.

- **32.3.6.** The Design-Builder's Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the 30%, 60%, 100%, Final Design phases and as specified in this RFP, and that the reviews include all completed calculations, drawings, and specifications. The level of detail expected for each discipline at each completion level is defined in this RFP. The Design-Builder shall ensure that all comments receive an agreed upon response and are recorded on The Design-Builder's Review and Comment Form (described in section 32.3.8 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.
- **32.3.7.** 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.
- **32.3.8.** Review and Comment Form: The Design-Builder shall establish and maintain Review and Comment Forms which shall contain the following information:
 - **32.3.8.1.** The name of the Project;
 - **32.3.8.2.** City's contract number;
 - **32.3.8.3.** The type of review being conducted;
 - **32.3.8.4.** The name/title of the document being reviewed;
 - **32.3.8.5.** Identification of the page, paragraph, or drawing being reviewed;
 - **32.3.8.6.** The reviewer's comments;
 - **32.3.8.7.** The designer's response to the reviewer's comments;
 - **32.3.8.8.** The agreed upon resolution with respect to the comments and response;
 - **32.3.8.9.** The reviewer's signature and date of review;
 - **32.3.8.10.** The designer's signature and date of response; and
 - **32.3.8.11.** The signature of the Design-Builder's Project manager and date of review.

32.3.9. 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.

32.4. QA/QC During Construction

- **32.4.1.** 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.
- **32.4.2.** The Design-Builder shall take the following measures to ensure that the Work is completed in accordance with the Contract Documents:
 - **32.4.2.1.** Certification by the designer that the submittals, materials, equipment, and Work all conform to the accepted design.
 - **32.4.2.2.** Certification by the vendors and suppliers that the products supplied conform to the Contract Documents, where applicable.
 - **32.4.2.3.** Photos and videos of the Work certified by the designer.
 - **32.4.2.4.** Any other measure designed to ensure that the Work is completed in accordance with the Contract Documents.
- **32.4.3.** 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.
- **32.4.4.** Factory Inspections and Tests:
 - **32.4.4.1.** 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.
 - **32.4.4.2.** 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.
 - **32.4.4.3.** 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.

- **32.4.4.4.** 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.
- **32.4.5.** Sampling and Testing:
 - **32.4.5.1.** 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.
 - **32.4.5.2.** 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.
 - **32.4.5.3.** 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.
- **32.4.6.** Inspection and Testing Laboratory Service:
 - **32.4.6.1.** 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.

- **32.4.6.2.** 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.
- **32.4.6.3.** 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.
- **32.4.6.4.** 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.
- **32.4.6.5.** The Design-Builder shall notify the Engineer 48 hours prior to commencement of Work requiring inspection and laboratory testing services.
- **32.4.6.6.** The Engineer will direct that any retesting required because of non-conformance to the Contract Documents be performed by the laboratory that performed the original test. Design-Builder shall bear all costs from any such retesting at no additional cost to City.
- **32.4.6.7.** 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.

32.4.7. Special Inspection:

32.4.7.1. The Design-Builder shall provide all special inspections required by Caltrans or 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.

32.4.8. Installation:

32.4.8.1. 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.

- **32.4.8.2.** 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.
- **32.4.8.3.** 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.
- **32.4.8.4.** 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.
- **32.4.8.5.** 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.
- **32.4.9.** Manufacturer's Field Installation Services and Reports:
 - **32.4.9.1.** 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.
- **32.4.9.2.** 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.
- **32.4.9.3.** 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.
- **32.4.10.** Sample City QA/QC Checklists:
 - **32.4.10.1.** Sample City Checklists are available for review and use from the Engineer.

33. <u>Noise Abatement and Control:</u>

- **33.1.** 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.
- **33.2.** 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.
- **33.3.** 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.

34. <u>Project Meetings:</u>

34.1. The Design-Builder shall be dedicated and available to meet as many times before and/or after design submittals or during construction as deemed necessary by the City at no additional cost to the City. The City's Project Manager will serve to facilitate a

streamlined design process to the extent possible. This includes scheduling regular and/or as-needed meetings during the design phase with project support staff including: Traffic Engineering, Accessibility Compliance, Public Utilities Department – Operations.

- **34.2.** 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.

- **34.3.** Progress Meetings Construction Phase The Design-Builder shall schedule and hold regular weekly progress meetings and at other times as requested by the Engineer. The Design-Builder shall report in writing to the Engineer the previous week's progress and the plans for the upcoming three weeks. Twenty-four hours prior to each progress meeting, Design- Builder shall provide to the Engineer a two-week window (look-ahead) schedule showing activities from the accepted Project Schedule that are to take place during this period, activities started but not yet completed, and activities which have begun out of sequence. Prior to a progress meeting, the Design-Builder shall submit its progress meeting format to the Engineer for review and acceptance. The Design-Builder shall also submit to the Engineer for review and acceptance:
 - i) A meeting agenda prior to each meeting; and
 - ii) Minutes of each meeting prior to the next meeting.

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

- **34.4.** 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 30 percent design review and 1 just prior to construction and 2 during construction. The Engineer may direct the Design-Builder to attend other meetings at no additional cost.
- **34.5.** 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.

34.6. 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.

35. <u>Red-lines:</u>

- **35.1.** The Design-Builder shall be responsible for Red-lines as described in The WHITEBOOK, Section 3-7.3, Red Lines and Record Documents.
- **35.2.** 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 Guideline. 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.
- **35.3.** Prior to Final Completion, the Design-Builder shall also submit:
 - **35.3.1.** Five complete full-sized sets of blueprint or copies of the final As-Built's.
 - **35.3.2.** Two complete electronic file sets of the final As-Builts on CDs (typical) prepared in accordance with City's CADD Guideline in the version of Bentley MicroStation Version SE CADD software being utilized by the City at the time of implementation.

36. <u>Record Keeping:</u>

- **36.1.** 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.
- **36.2.** 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.
- **36.3.** 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.
- **36.4.** 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.

37. <u>Required Test/Material Certificates:</u>

37.1. 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.

38. <u>Traffic Control:</u>

- **38.1.** The City will require the Design-Builder to develop a Traffic Control Plan which minimizes environmental impacts, including noise, to residences, businesses, and institutions. The City will also require the final Traffic Control Plan to incorporate input from the community as well as from City staff.
- **38.2.** Work must be completed within 515 working days. To meet this schedule, the designbuilder has the option to use Saturdays and Sundays and also night work hours (such as 7:00 p.m. to 3:00 a.m., 9:00 p.m. to 5:00 a.m., or other adjusted night hours based on City approval). The design-builder shall identify in their first schedule submitted to the City of San Diego the selection of their hours to allow advanced notice for the City of San Diego to mobilize staff for inspection and quality control. During the contract, any changes to this must be given to the City at least one week in advance. Regarding weekend and extended hours work beyond normal work hours defined in sections 1-2, please note that prevailing wage requirements match with union agreements. The design-builder shall conform to union requirements, including but not limited to the number of crews needed to meet this section's hour and working day requirement, and the design-builder shall price this into their bid. If Saturdays, Sundays, and/or nights are used, they shall be counted as working days.

The design-builder shall be responsible for applying for and obtaining any permits, including a noise abatement permit, to do the work at night. All costs for obtaining approval for night work, and to perform the work at night, shall be included in the lump sum cost bid for Construction. The Contractor shall not have 2 shifts in a row with the same crew personnel.

39. <u>Storm Water Management Discharge Control.</u>

39.1. 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.

- **39.2.** 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 for Standard Development and Priority Development Projects. 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.
- **39.3.** Design-Builder shall attend the Pre-construction meeting. The Engineer will coordinate with the Design-Builder on the inspection of the permanent BMP(s) during installation, if the project requires a permanent BMP(s). 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 or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.
- **39.4.** 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.
- **39.5.** This project is subject to the requirements of WPCP. The Design-Builder shall identify and estimate quantities of BMP's to comply with a Water Pollution Control Plan (WPCP) requirements. From initial evaluation, this project has a Construction Low Priority. The project is within the Pueblo San Diego Hydrologic Unit / San Diego Bay Watershed Management Area. However, this will need to be reconfirmed by WPCP preparer.

40. <u>Reference Standards:</u>

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 AND DESIGN GUIDELINES** 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.** California Department of Transportation Manuals, <u>https://dot.ca.gov/manuals</u>
- **41.6.** City of San Diego Approved Materials List (AML) as approved by the Water <u>https://www.sandiego.gov/sites/default/files/legacy/water/pdf/cip/approvedmaterials.pdf</u> and Metropolitan Wastewater Departments <u>https://www.sandiego.gov/sites/default/files/legacy/mwwd/pdf/approvedmaterials.pdf</u>
- **41.7.** City of San Diego Computer Aided Design and Drafting (CADD), <u>http://www.sandiego.gov/publicworks/edocref/drawings.shtml</u>
- **41.8.** City of San Diego Landscape Technical Manual
- **41.9.** City of San Diego's Manual of Preparation of Land Development and Public Improvement plans

http://www.sandiego.gov/developmentservices/industry/landdevcode/landdevmanual.shtml

- **41.10.** City of San Diego Street Design Manual,
- **41.11.** https://www.sandiego.gov/planning/programs/transportation/library/stdesign City of San Diego Technical Guidelines for Geotechnical Reports,

http://www.sandiego.gov/development-services/pdf/industry/geoguidelines.pdf

41.12. City of San Diego, Water Department Guidelines and Standards Books 1 through 7

https://www.sandiego.gov/public-utilities/permits-construction/construction-anddevelopment/water

- **41.13.** City of San Diego, Sewer Department Guidelines and Standards. <u>https://www.sandiego.gov/mwwd/business/sewer</u>
- **41.14.** County of San Diego Code of Regulations
- 41.15. National Electric Code (NBC) as adopted by the City of San Diego*
- **41.16.** State of California Health and Safety Code
- **41.17.** Uniform Fire Code (UFC) as adopted by the City of San Diego*

- **41.18.** Uniform Mechanical Code (UMC) as adopted by the City of San Diego*
- **41.19.** Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
- **41.20.** Construction Planning & Scheduling Manual by AGC of America
- **41.21.** 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
- **41.22.** City of San Diego Municipal Code;

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

- **41.23.** State Historic Preservation Act
- 41.24. Storm Water Standards Manual;

https://www.sandiego.gov/storm/regulations/newpermitprog/newdev.shtml

41.25. Any and all codes, regulations, and permits (including amendments) issued by City's Planning and Development Services Department.

42. <u>Bridging Documents:</u>

The following is a list of the Bridging Documents for this project available at:

https://drive.google.com/drive/folders/1W4AzLsSfRsc6G2wVTJ5ziN3d91KuO14x?usp=sharing

- 1. Location Map
- 2. Pre-Design Map
- 3. LUST Sites & EnviroStor Cases
- 4. Access Law Guidelines
- 5. ADT
- 6. As-builts_AT&T
- 7. As-builts_Level 3_Century Link
- 8. As-builts_SDGE
- 9. As-builts_Time Warner
- 10. As-builts_COX
- 11. As-builts_Water
- 12. As-builts_Sewer_Storm
- 13. As-builts_Caltrans
- 14. Chapter_6_Caltrans Encroachments Permit Manual1
- 15. Chapter_6_Caltrans Encroachments Permit Manual2
- 16. Abandonment Map
- 17. Survey Deliverables
- 18. Survey Deliverable Checklist form
- 19. QAQC Design Review for Sewer Water and Storm Drain Projects Checklist
- 20. PUD Checklist form

- 21. Plan Check Distribution List
- 22. Street Resurfacing Recommendations
- 23. Paving Conflict Maps
- 24. Constraints Map
- 25. Coordination Maps
- 26. Coring Report
- 27. Geotechnical Report For Reference
- 28. Alternative Design A
- 29. Alternative Design B
- 30. Hydraulic Water Modeling Memo
- **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 Planning Study and the Preliminary Engineering Report (see bridging documents).
 - **43.2.** The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations included in the Contract Documents and as required by Caltrans. The scope of work shall also include geotechnical exploration, structural, corrosion, and any specialty inspection as applicable. The Design-Builder is responsible to design and construct the project to meet all applicable standards, laws, and guidelines.
 - **43.3.** The Design-Builder shall pothole all existing utilities at the early stage of design prior to the completion of 60% design for early conflict check.
 - **43.4.** The replacement and installation of all water main shall satisfy the separation requirements of State Water Resources Control Board Division of Drinking Water. All water main shall be relocated as necessary in order to meet the separation requirements. If relocation not feasible, The Design-Builder shall submit the waiver request to State Water Resources Control Board Division of Drinking Water for review and approval.
 - **43.5.** Only ADA improvements triggered by this project shall be included in the design. New sidewalks are not included except to replace portions (or driveways as a whole) if affected by the work and/or as triggered by access law compliance requirements. See Bridging Documents.
 - **43.6.** The Preliminary Report entitled 'Access Law Design Compliance Memorandum' provided in this RFP is for information and guidance only and shall not to be used as the final design solution for accessibility requirements for the project. The Design-Builder is still responsible for the verification of any additional requirements, detailed compliance research, site confirmation, and design. The Design-Builder shall submit the plans at 60% and Final Design to the Access Law Compliance Section as required
for the citywide plancheck and shall ensure that all outstanding comments are addressed and resolved before proceeding with construction.

- **43.7.** Several ADA improvements are scheduled to be upgraded by other CIP projects; these are as follow: ADA improvements on Vesta St & Birch St and Vesta St & Dalbergia St and Woden St & Dalbergia St will be upgraded by Water and Sewer Group 1052 project. ADA improvements on Vesta St & Main St will be upgraded by Signal Mods in Barrio Logan project. Design builder to coordinate with these projects during construction
- **43.8.** The Design-Builder shall identify all existing fire services by field inspection, research of City records specifically including the City PUD cross connection database, and water billing records, and research of as-builts. Design-Builder shall provide all work necessary to reconnect all existing fire services.
- **43.9.** Gate valves shall be used for water main up to and including 12" size. Butterfly valves shall be used on 16" or larger water mains which shall have a bypass installed for transmission mains only Valves shall be size on size to match fittings and reducers shall not be used to provide reduced size valves in lieu of this.
- **43.10.** 3 valves shall be required for all tees and 4 valves shall be required for all crosses unless otherwise is approved by the City.
- **43.11.** The Design-Builder shall not design for water services and fire hydrants to be utilized as air valves or blow offs unless approved by the City. The Design-Builder shall provide air valves and blow offs as necessary per the Water Design Guidelines.
- **43.12.** A minimum of Five (5) feet cover above pipe is required for all transmission mains and a minimum of three (3) feet cover above pipe is required for all distribution mains. Where this is not feasible or cost-effective the Design-Builder shall provide justification including calculations sufficient for the City to allow an exception where appropriate.
- **43.13.** Traffic Signal Loop and Appurtenance: The Design-Builder is responsible to replace all traffic loops at every signalized intersection -with AC overlay work and install loops for bike lanes as applicable. Design-Builder shall show the traffic signal loops that need to be replaced on the plans and shall coordinate with the City prior to working on removing and replacing the Traffic Signal Loop and appurtenance
- **43.14.** 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.
- **43.15.** 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.

- **43.16.** 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.
- **43.17.** The Design/Builder shall submit a brief monthly progress report in a format acceptable to the City, with map illustrating where water, sewer, and storm drain pipe was installed, feet installed, total feet and percent complete for the entire duration of the project.
- **43.18.** 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.
- **43.19.** 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.
- **43.20.** 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.
- **43.21.** The Proposer 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. The Proposer to submit SOV as part of the proposal.
- **43.22.** The RFP's maps and descriptions of proposed improvements such as "replace in place and replumbing" 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.
- **43.23.** The Design-Builder shall do all work necessary for any required replumbing of sewer laterals including but not limited to preparing replumb agreements in a format acceptable to the City, and obtaining all necessary signatures, notarization, and getting them recorded at the County. Recording fees shall be included in the contract price.
- **43.24.** The Design-Builder shall perform all work described in Bridging Documents, titled Street Resurfacing Recommendations to define the paving scope of work.
- **43.25.** The Design-Builder shall obtain the necessary permits to work on private property prior to the commencement of work.
- **43.26.** For conflicts with outside utilities (including SDGE) identified during design or construction, notify the Engineer once the conflict has been identified to discuss the conflict locations. When feasible, the Design-Builder shall design around the identified conflict. The Design-Builder shall notify the City If the conflict cannot be designed around or relocation of the utility conflict is required, and Design-Builder shall incorporate all required notes on plans and shall schedule their work accordingly to allow time to coordinate the conflicts with the outside utility company and for the outside utility company to relocate the conflict.

As part of various design phase efforts, the Design Builder shall oversee conflict coordination with the various utility companies and maintain a log of the utility companies' review comments.

When replacing water mains with the PROJECT alignment, Design-Builder shall replace the perpendicular water mains within street intersections up to the street limits, unless otherwise approved by the City during design.

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:
 - **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 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 Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- **2.2.** The City may issue the NTP for a subsequent phase before the completion of the preceding 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 NO. BID NUMBER:______K-21-1987-MAC-3

CONTRACT OR TASK TITLE: _____AC Water & Sewer Group 1052A

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1	Bonds, 30% Engineering and Design, Survey Services, WPCP Development	NTP	9/30/2021	\$73,589.00 Sewer \$213,511.00 Water
2	Completion of Design & Final Plans, Construction of water mains, appurtenances, fire hydrants, water services on Main St., Vesta St., Dalbergia St. and installation of Sewer mains, sewer laterals and manholes on S. 43 rd St., S. 42 nd St., Beta St. including street resurfacing, accessibility improvements and surface striping.	10/1/2021	9/30/2022	\$1,567,523.00 Sewer \$4,547,977.00 Water
3	Construction of water mains, appurtenances, fire hydrants, water services on Yama St., 40 th St., S. 43 rd St., alleyways, water main abandonments, and installation of Sewer mains, sewer laterals and manholes on 40 th St, Yama St., alleyways, sewer rehab, including street resurfacing, accessibility improvements and surface striping. Punchlist work, as- builts, demobilization.	10/1/2022	NOC	\$523,789.00 Sewer \$1,519,711.00 Water
			Contract Total	\$8,446,100.00

CONTRACTOR: TC Construction Company, Inc.

Notes:

CITYOFSANDIEGO

- 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.
- This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

PRINT NAME	Dino Ciafre-Garay
FOR	Construction Senior Engineer
Signature:	- putron
Date:	5/11/2021

CONTRACTOR

his Cameron PRINT NAME:

Title: Signature:

Date:

PRINT NAME Design Senior Engineer Signature: Date:

ATTACHMENT C

RESERVED

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 <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. 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.
 - The wage rates determined by the DIR refer to expiration dates. If the 1.1.2. 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 858-627-3200.
- **1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor

shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- **1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- **1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- **1.11.** List of all Subcontractors. The <u>Contractor shall provide the</u> list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this <u>Contract</u> prior to any work being performed; and the Contractor shall provide a <u>complete</u> list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) <u>utilized on this contract</u> within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to <u>Construction Management Professional</u> 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 **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2018 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.

PART 0 - EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A – GENERAL REQUIREMENTS

- 0-12 CONTRACT RECORDS AND REPORTS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
 - 2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
 - 3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
 - 4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed

money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

- **1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", items 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:
 - 56. **Notice of Completion (NOC)** A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
 - 69. **Punchlist** A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
 - 102. **Walk-through** An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **8:30 AM** to **3:30 PM**. Night work may be necessary, See Attachment A, section 38, Traffic Control and section 33, Noise Abatement and Control

To the "WHITEBOOK", ADD the following:

- 108. **Acceptance** When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **Substantial Completion** When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
- **1-7.1.3 Requests for Information (RFI).** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within 1 Working Day.

- 2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
- 3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
- 4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.
- **1-7.2 Contract Bonds.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
 - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
 - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director Construction Management and Field Engineering Division 9573 Chesapeake Drive San Diego, CA 92123

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.

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.
- **3-3 SUBCONTRACTORS.** To the "WHITEBOOK", ADD the following:
 - 10. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately

upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

- **3-8.4 Supporting Information.** To the "WHITEBOOK", ADD the following:
 - You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see Appendix L -Rehab Data Collection - Sewer Mains Sample Data Template, Appendix M - Rehab Data Collection - Manhole Sample Data and Appendix N - Rehab Data Collection - Laterals Sample Data Template).
 - a) Sewer Mains
 - b) Manhole
 - c) Laterals

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

- 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 I - Sample Contractor's Daily Quality Control Inspection Report.
- **3-8.7.1 QCP Submittal.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report)
 - d) Material quality control testing plan
 - e) Documentation of quality control activities
 - f) Procedures for corrective action when quality control and/or acceptance criteria are not met
 - g) If paving Work will be in areas prone to shade, provide curing time of product
- **3-8.7.4 Documentation.** To the "WHITEBOOK", item 3, section "a", subsection "viii", DELETE in its entirety and SUBSTITUTE with the following:
 - viii. Documentation that the following have been verified to be in compliance:
 - Proper storage of materials and equipment.
 - Proper operation of all equipment.
 - Adherence to plans and technical specifications.
 - Review of quality control tests.
 - Safety inspection.

- Mixing properties of products against the approved submittal limits.
- **3-9 TECHNICAL STUDIES AND SUBSURFACE DATA**. To the "WHITEBOOK", ADD the following:
 - 5. In preparation of the Contract Documents, the Design-Builder may refer to the old existing reports of explorations and tests around the Work Site, These are FOR REFRENCE ONLY and does not relieve the Design-Builder from performing their own investigation and obtaining their own reports.:
 - a. Well Construction Report, dated June 10, 2010 by Environmental Engineering & Contracting, INC.
 - b. 60-Day Well Destruction Report dated October 20, 2017 by Leighton Consulting, INC.
 - 6. The reports listed above can be found in the Bridging Documents in Attachment A
- **3-10 SURVEYING.** To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING (DESIGN-BUILD).

3-10.1 General.

- 1. You shall provide all required site layout not specified in this section.
- 2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.
- 3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.
- 4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.
- 5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
- 6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Public Works Department Engineering Deliverable specifications.

https://www.sandiego.gov/ecp/edocref/drawings

- 7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.
- 8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.
- 9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

3-10.2 Monument Perpetuation.

- Monument Perpetuation, including mark-outs, will be performed by the City Public Works Engineering Support & Technical Services Division's (ES&TS), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.
- 2. If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.

3-10.3 Line and Grade.

- 1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the City's PM. In the absence of such report, the Surveyor shall be responsible for any error in the grade of the Work.
- 2. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.

3-10.4 Topographic and Monument Survey – Preliminary Design.

- 1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.
- 2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

https://www.nsps.us.com/page/ALTANSPSStandards

3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to

tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.

- 4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
- 5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
- 6. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
 - ii. Includes utilities collected on surface as required.
 - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Includes record monument points.
 - v. Data collector project files.
 - vi. Raw (unedited) data file.
 - vii. Project file.
 - viii. Point comma delimited text file formatted.
 - c) Topography.
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
 - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% (1 σ) of the contours tested fall within 1/3 contour interval. Any point tested that is more than 3 σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.

- d) Records Research.
 - All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Survey Monument Measurements.
 - i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
 - All Monuments found shall be described with details as to what was found along with identifying number.

3-10.5 Monument Search, Field Boundary Survey and Boundary Analysis – Right-of-Way (ROW) Mapping.

- 1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
- 2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.
- 3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

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- 4. Field monument survey to be performed and provided in conformance with City CADD standards.
- 5. Field Measurements shall be collected in conformance the local standard of practice.
- 6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial

distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:

- a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (*).
- b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).
- 7. Deliverables.
 - 7.1. Horizontal and Vertical Control.
 - 7.1.1. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - 7.2. Field Data.
 - 7.2.1. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.
 - 7.2.1.1. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - 7.2.1.2. Includes Monument points covering the area of work.
 - 7.2.2. Data collector project files.
 - 7.2.2.1. Raw (unedited) data file.
 - 7.2.2.2. Project file.
 - 7.2.2.3. Point comma delimited text file.
 - 7.3. Records Research.
 - 7.3.1. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - 7.3.2. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - 7.4. Boundary Ties
 - 7.4.1. All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all

boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.

7.4.1.1. All Monuments found shall be described details as to what was found along with identifying number.

3-10.6 Field Monument Survey and Topographic Utility Survey.

- 1. The right-of-way monumentation survey data shall be provided to the City.
- 2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.
- 3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

https://www.nsps.us.com/page/ALTANSPSStandards

- 4. Field Measurements shall be collected in conformance with the local standard of practice.
- 5. Project Horizontal and Vertical Control.
 - a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.
 - b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.
 - c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
 - d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.
- 6. Deliverables.
 - a) Horizontal and Vertical Control.

- Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.
- b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.
 - ii. Include utilities collected on surface as required.
 - iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Include Monument points covering the area of work.
 - v. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point data text file in "comma delimited format".
 - vi. CADD File.
 - A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
 - The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
 - Include right-of-way monument elements.
 - Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- c) Topography
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
 - ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- d) Records Research.
 - i. If requested, all public or private records acquired to assist with right-of-way monument collection.

- City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Right-of-Way Monument Survey Locations
 - All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).
 - All found survey monuments shall describe the character and identifying reference marks.
 - City survey notes and City drawings can be provided, as applicable.
- f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

3-10.7 Construction Survey/Staking.

- 1. Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.
- 2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.
- 3. The following are minimum requirement guidelines for various types of staking:
 - a) Limits of work 50-foot maximum interval.
 - b) Limits of Demolition 50-foot maximum interval.

- c) Rough grade stakes 50-foot maximum interval.
- d) Finish grade stakes 50-foot maximum interval.
- e) Slope staking at 50-foot maximum interval.
- f) Contour staking @ 50-foot maximum interval.
- g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.
- h) Storm drain at 50-foot maximum interval where grade exceeds 1%.
- i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.
- j) Water lines at 50-foot' maximum interval offset to near curb face (no grades minimum cover).
- k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.
- Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.
- m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.
- n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.
- o) Buildings offsets to outside face of wall.
- p) Bridge abutments and bents on opposing sides.
- **3-12.1 General.** To the "WHITEBOOK", ADD the following:
 - 2. Use a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project as directed by the Engineer.
 - 3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
 - a) Every Friday on a weekly basis.
 - b) 1 Working Day prior to each rain event.
 - c) As directed by the Engineer.

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

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

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

- **3-12.8.7 Hazardous Waste Operations and Emergency Response (HAZWOPER) Certificate.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. If flammable liquids or other hazardous wastes are encountered during dewatering activities, construction staff shall be required to have a HAZWOPER certificate in accordance with 5-15.1, "General" and in compliance with CCR Title 8, Section 5192 and 29 CFR, Part 1910.
- **3-12.8.8 Payment.** To the "WHITEBOOK", ADD the following:
 - 6. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be paid in accordance with 5-15.17, "Payment".
- **3-13.1 Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.
- **3-13.1.1 Requirements Before Requesting a Walk-through.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

- 1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.

- i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
- J) If the Work includes installing an irrigation system, provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.
- **3-13.1.2** Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
 - 2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
 - 3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
 - 4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
 - 5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.

- 6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
- 7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
- 8. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.
- **3-13.2** Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
 - 2. You shall deliver the final As-builts and final billing prior to Acceptance.
 - 3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
 - 4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
 - 5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.
- **3-13.3 Warranty.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
 - 2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
 - 3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
 - 4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in

writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.

- 5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost
- 6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period	
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty	
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years	
Fiber Optic Interconnect Cables	2 Years	
Luminaires*	10 Years of Manufacturer's Warranty	
LED Signal Modules	3 Years of Manufacturer's Warranty	
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"	

- * Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.
- 7. If installed, you shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
- 8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

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

- Other adjacent City projects are scheduled for construction for the same time period in the vicinity Main Street from Thor Street to Woden Street, Vesta Street from Dalbergia Street to Birch Street, 40th Street from Alpha Street to Gamma Street, and 43rd Street from Z Street to Delta Street. See Appendix F Adjacent Projects Map for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Slurry Seal Group 2023, Dylan Kachi, (619-527-7466)
 - b) Mountain View Accelerated, Roberto Vejar-Parra, (619-533-5402)
 - c) Southcrest Green Infrastructure (GI), Elham Lotfi, (619-533-5212)
 - d) AC Water and Sewer Group 1053, Jaime Ramos-Banuelos, (619-533-5103)
 - e) AC Water and Sewer Group 1052, Joshua Adelman, (619-533-4656)
 - f) Signal Mods in Barrio Logan, Fernando Lasaga, (619-533-7406)
 - g) Southcrest 01, Ross Bowen, (858-541-4363)
 - h) SDG&E, Natalia Marsman, (858-276-9282)

SECTION 4 - CONTROL OF MATERIALS

ADD:

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

- 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:
 - You shall submit your list of proposed substitutions for an "equal" item no later than 5 Working Days after the determination of the Apparent Low Bidder and on the City's Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
- 4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

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

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

Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

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 Contractors Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
- 3. 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.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. 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.
- 6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

5-4.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

- 1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
- 2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
- 3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. 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. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- **5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein 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, 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 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 herein.

5-4.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be
signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

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

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured.

- 1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

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

- 1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents would be invalid under subdivision (b) of §2782 of the California Civil Code.

- 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.
- **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 of the selected 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 pay for all 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.

- **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 30 Days prior to any material change to the policies of insurance provided under this Contract.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

- 1. For Contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
- 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 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- 3. If professional engineering services are to be provided solely by the Subcontractor, you 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 above.

5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, 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 the requirements of this section.

2. Limits for this insurance shall be not less than the following:

Workers' Compensation	Statutory Employers Liability
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- **5-4.11.1 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.

ADD:

5-10.1.3 Weekly Updates Recipients.

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

Shaza Nezha, Project Manager, <u>SNezha@sandiego.gov</u>

Noore Fathullah, Project Engineer, <u>NFathullah@sandiego.gov</u>

Resident Engineer, TBA, <u>XXX@sandiego.gov</u>

- **5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", items 2 and 3, DELETE in their entirety and SUBSTITUTE with the following:
 - 2. No less than 5 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. Verbal and written notifications 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 Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
 - 3. 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:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.

- b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
- c) 72 hours in advance of the scheduled resurfacing.

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

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

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Virtual Project Manager shall be used on this Contract.
- 2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
- 3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
- 4. Review and act on all communications addressed to you in the VPM project website.
- 5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

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

- 6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.
- **5-15.1 General.** To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:
 - 10. You shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification for construction activities that have encountered flammable liquids or other hazardous substances. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.

- a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.
- b) You shall be responsible for implementing, training, and submitting verification to the Engineer that construction staff have the required HAZWOPER certification before the Notice to Proceed (NTP) has been issued.

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", item 1, subsection "e" and "s", DELETE in their entirety and SUBSTITUTE with the following:
 - e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
 - s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - Refer to the Sample City Invoice materials in Appendix D Sample City Invoice with Cash Flow Forecast and use the format shown.
 - ii. See also the "Cash Flow Forecast Example" at the location below:

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

To the "WHITEBOOK", ADD the following:

3. The **90 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT". **6-1.5.2 Excusable Non-Compensable Delays.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

- 1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
- 2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
- 3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

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

- You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **515 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.
- **6-4.2 Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Contract Time shall not be modified except by Change Order.
 - 2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
 - 3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.

- b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
- 4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".
- **6-4.4** Written Notice and Report. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1.1 Environmental Document.

- 1. The City of San Diego has prepared an Addendum to Mitigated Negative Declaration for AC Water & Sewer Group 1052A, Project No. B-19169, B-19166. You shall comply with the requirements of the Appendix A, Addendum to Mitigated Negative Declaration and Appendix R, Paleontology Construction Monitoring Requirements, as set forth in Appendix A, Addendum to Mitigated Negative Declaration and Appendix R, Paleontology Construction Monitoring Requirements.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.

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.

SECTION 7 – MEASUREMENT AND PAYMENT

- **7-2.1 General.** To the " "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item with the Price Proposal as part of the proposal.
- **7-3.1 General.** To the "GREENBOOK" and "WHITEBOOK", paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

- 1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
- 2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
 - a) The Project damaged was built in accordance with the Contract requirements.
 - b) There are no insurance requirements in the Contract for the damages.
- **7-3.2 Partial and Final Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
 - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
 - c) Consent of Surety to Final Payment.
 - d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or

waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.

- e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
- f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
- g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

- 2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.
- **7-3.2.2 Amount of Progress Payments.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The City will pay 6% annually for late progress payments.
 - 2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
 - b) The application for payment does not require signing of a Contract Change Order.
 - 3. The Engineer may withhold payment for any of the following reasons:
 - a) Defective or incomplete Work.
 - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
 - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
 - 4. The Engineer may back charge the contract for any of the following reasons:
 - a) Defective or incorrect Work not remedied.
 - b) Damage to City property or a third party's property that was caused by you.
 - c) Liquidated Damages.

- **7-3.2.3** Waiver of Claims at Final Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.
- **7-3.2.4 Withholding of Payment and Back Charge.** To the "WHITEBOOK", DELETE in its entirety.
- **7-3.5.1 General.** To the "WHITEBOOK", ADD the following:
 - 1. Unit Bid prices shall not be subject to adjustment regardless of quantity used, or if none is used, for the following Bid items:
 - a) imported backfill
 - b) shoring
 - c) water services
 - d) house connection sewers
 - e) water pollution control items
 - 2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.
- **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.
- **7-4.3 Markup.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:
 - 4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of a Subcontractor's tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost then 5% for any remaining costs. You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
 - c) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

SECTION 203 – BITUMINOUS MATERIALS

- **203-6.3.1 General.** To the "WHITEBOOK", ADD the following:
 - 3. Asphalt concrete for Job Mix Formula (JMF) and Mix Designs shall be Type III and shall not exceed 15% RAP.

SECTION 207 – GRAVITY PIPE

ADD:

207-26 POLYMER CONCRETE PIPE.

207-26.1 General.

- 1. This specification applies to microtunneling and jacking pipe for the construction of gravity sanitary sewers. See 307-1.8, "Jacking Polymer Concrete Pipe" and 308-7.1, "Microtunneling Polymer Concrete Pipe". Polymer concrete pipe shall be manufactured in accordance with the latest edition of ASTM D6783.
- 2. Pipe shall be designed to meet D-load requirements of external soil and hydrostatic loads. Design strength shall be tested in accordance with the three-edge bearing test method of ASTM D6783.
- 3. Pipe shall have a minimum unconfined compressive strength of 13,000 psi when measured in accordance with ASTM C579.
- 4. Packaging, handling, and shipping shall be performed in accordance with the Manufacturer's instructions.

207-26.2 Materials.

- 1. Resin. The manufacturer shall use only vinyl ester resin systems designed for the service intended. Pipe shall not contain Portland cement or other corrodible elements.
- 2. Filler. All aggregate, sand, and quartz powder shall meet the requirements of ASTM C 33, where applicable.
- 3. Additives. Resin additives, such as curing agents, pigments, dyes, fillers and thixotropic agents, when used, shall not be detrimental to the pipe.
- 4. Elastomeric Gaskets. Gaskets shall be Ethylene Propylene Diene Monomer (EPDM) or Styrene Butadiene Rubber (SBR) rubber and suitable for the service intended. All gaskets shall meet the requirement of ASTM F 477.
- 5. Stainless Steel Sleeve Coupling. Stainless steel joint sleeves/couplings shall meet the requirements of ASTM A276.

207-26.3 Manufacturing.

1. Pipe shall be manufactured by the vibratory vertical casting process resulting in a dense, non-porous, corrosion-resistant, homogeneous material.

207-26.4 Dimensions and Tolerances.

- 1. **Lengths.** Pipe shall be supplied in nominal lengths of 8 feet or 10 feet. Actual lay length shall be nominal ±1 inch. Special short lengths may be used where surface geography or installation conditions require shorter lengths.
- 2. **Wall Thickness.** The minimum wall thickness, measured at the narrowest point along the pipe, shall provide axial compressive strength to withstand anticipated loads with a minimum factor of safety against ultimate jacking load of 3:1.
- 3. **Straightness.** The pipe shall not deviate from straight by more than the values indicated in Table 207-26.4.3.

Nominal Diameter, inches	Deviation from Straight, in/ft
39 and below	0.04
42 to 78	0.06
84 to 144	0.08

TABLE 207-26.4.3

- 4. **Roundness.** The outside diameter shall not vary from a true circle by more than 1 percent.
- 5. **End Squareness.** Pipe ends shall be perpendicular to the pipe axis with the tolerances listed in Table 207-26.4.5.

Nominal Diameter, inches	Perpendicular Tolerance, inches
39 and below	0.06
42 to 102	0.12
108 to 144	0.20

TABLE 207-26.4.5

207-26.5 Joints.

- 1. The pipe shall be connected with a stainless steel sleeve/coupling utilizing an elastomeric sealing gasket as the sole means to maintain joint water-tightness.
- The joint shall meet the performance requirements of ASTM D6783 at 35 psi when tested in accordance with ASTM D4161.

- 3. The joint shall have an outside diameter equal to or less than the outside diameter of the pipe.
- 4. When the pipe is assembled, the joints shall be flush with the outside diameter of the pipe. Joints at tie-ins may use couplings that extend beyond the outside diameter of the pipe.
- 5. The ends of the pipe shall be formed that, when the pipes are joints, they shall make a continuous and uniform line of pipe with a smooth and regular surface.

207-26.6 Fittings.

- 1. Elbows, reducers, tees, wyes, laterals and other fittings shall be of the same structural design as adjoining pipe.
- 2. Fittings shall be manufactured with mitered sections of pipe and joined by epoxy bonding or fiberglass overlay.

207-26.7 Causes for Rejection.

- 1. The pipe fails to meet any of the requirements specified in ASTM D6783
- 2. Any shattering or flaking of polymer concrete.
- 3. Air bubble voids (bugholes) on the interior and exterior surfaces of the pipe exceeding 1/4 inch (6 mm) in depth unless pointed with mortar or other approved material.
- 4. Unauthorized application of any wash coat of resin.
- 5. A piece broken from the end projections of the pipe which has circumferential length exceeding 60 degrees of the circle, or extends into the body of the pipe, or extends into the gasket contact surfaces of gasketed joint pipe for a circumferential length in excess of 6 inches (150 mm) measured at the midpoint of the gasket contact surface on the bell end, and at the inner shoulder of the gasket groove at the spigot end. If 2 or more pieces are broken from an end projection, the total length of such broken pieces on any end shall not exceed 90 degrees of the circle; and there shall be a distance of at least 9 inches (225 mm) of sound polymer concrete between breaks. The total length of broken pieces that extends into the gasket contact surfaces of gasketed joint pipe shall not exceed a circumferential length of 6 inches (150 mm).
- 6. If less than 9 inches (225 mm) of sound polymer concrete exists between two individual breaks, the 2 breaks shall be considered as one continuous break. Repair of such defects not exceeding above limits shall be made by Method III as described in 207-26.8.3, "Method III Bonding Mortar Repairs with Epoxy Resin Adhesives". Unsound portions of end projections shall be removed, and if pieces removed do not exceed the above limits, the pipe may be similarly repaired.
- 7. Defects that indicate imperfect molding of polymer concrete; or any surface defect indicating honeycomb or open-texture (rock pockets) greater in size than an area equal to a square with a side dimension of 2-1/2 times the wall

thickness or deeper than 2 times the maximum graded aggregate size; or a local deficiency of cement resulting in loosely bonded concrete, the area of which exceeds in size the limits of area described in items 5 and 6 above when the defective polymer concrete is removed. Repair of such defects not exceeding these limits shall be made as provided in e) and f) above. Sand rings occurring at the ends of the pipe shall be repaired for the full circumference.

- 8. Delamination of polymer concrete.
- 9. Separation or "blisters."
- 10. Slumped or sagged polymer concrete.
- 11. Any of the following cracks:
 - a) A crack having a width of 0.01 inch (0.255 mm) or more throughout a continuous length of 12 inches (300 mm) or more.
 - b) Any crack extending through the wall of the pipe and having a length in excess of the wall thickness.
 - Any crack showing two visible lines of separation for a continuous length of 2 feet (0.6 m) or more, or an interrupted length of 3 feet (0.9 m) or more anywhere in evidence, both inside and outside, except where such cracks occur during the external loading test specified in ASTM D6783. When required by the Engineer, any crack which is 0.01 inch (0.255 mm) wide or wider and is not a cause for rejection shall be filled with vinyl ester resin.

207-26.8 Repair of Imperfections.

207-26.8.1 Method I - Repair by Hand-Placed Mortar.

- 1. Preparation of Surfaces to be Repaired. Unsound or imperfect polymer concrete shall be removed by chipping. Edges where polymer concrete has been chipped out shall be sharp and squared with the surface, leaving no feathered edges. The chipped area shall be washed with water to remove all loose material and concrete dust.
 - a) Surfaces within the trimmed areas shall be kept wet for several hours, preferably overnight, before the repair replacement is made.
 - b) All surfaces in areas to be repaired shall be damp, but not wet, when the material is applied.
- 2. Placement of Mortar. The mortar used for the repair shall contain the same proportions of resin and sand as the mix from which the pipe was made.
 - a) This mortar shall be pre-shrunk by mixing it to a plastic consistency as far in advance of its use as possible. Trial mixes shall be made and aged to determine the longest period the mortar's use can be delayed while retaining sufficient plasticity to permit good workmanship.
 - b) Immediately prior to the application of the mortar, the damp surface of the area to be repaired shall be scrubbed thoroughly with a small

quantity of neat vinyl ester resin grout, using a wire brush. Remaining loose sand particles shall be swept away before application of the mortar.

- c) In applying the mortar, it shall be compacted into the space to be filled, care being taken to eliminate air pockets and to secure bond at the edges. The surfaces shall be shaped and finished to correspond with the adjacent surface of the pipe.
- 3. Curing. The newly repaired surfaces shall be kept damp for 24 hours after the repair is completed. A membrane coating of an approved white-pigmented sealing compound shall then be applied.

207-26.8.2 Method II - Repair by Pneumatically Applied Mortar (PAM).

- 1. Preparation of Surfaces to be Repaired. Surfaces to which PAM is to be applied shall be prepared in the same manner as described in item 1, 207-26.8.1, "Method I Repair by Hand-Placed Mortar" except that the edges of the area from which unsound or imperfect polymer concrete is removed shall be beveled so as not to entrap rebound.
- 2. Placement of Mortar. No rebound shall be included in the repair. The pipe shall be turned so that the area being repaired is at the side of the pipe in a near vertical position to permit rebound to fall clear.
 - a) The mortar used for the repair shall contain the same properties of resin and sand as the mix from which the pipe was made.
 - b) Before repairing grooved polymer concrete spigots, the snap ring shall be replaced and retained in position until the repair has attained sufficient strength to assure no damage to the gasket groove by its removal.
 - c) Areas repaired with PAM shall be filled in excess of the dimension required and then carefully trimmed to correspond with adjacent surfaces.
- 3. Curing. Surfaces to which PAM has been applied shall be cured in the same manner as described in item 3, 207-26.8.1, "Method I Repair by Hand-Placed Mortar".

207-26.8.3 Method III - Bonding Mortar Repairs with Epoxy Resin Adhesives.

- 1. Preparation of Surfaces to be Repaired. Unsound or imperfect polymer concrete shall be removed by chipping.
 - a) If hand placed mortar is to be used, the edges shall be left sharp and square with the surface.
 - b) If PAM is to be used, the edges shall be beveled.
- 2. Placement of Mortar. The area to be repaired shall be kept dry. Loose material and concrete dust remaining after the chipping operation shall be removed by means of an air jet.
 - a) Epoxy resins previously approved for such use by the Engineer shall be used in the manner prescribed by the Engineer.

- b) The prepared area shall be primed with the epoxy resin compound, care being taken to ensure intimate contact with the base material.
- c) Mortar shall be applied before the epoxy resin compound set in accordance with 207-26.8.1, "Method II Repair by Pneumatically Applied Mortar (PAM)" and 207-26.8.2, "Method II Repair by Pneumatically Applied Mortar (PAM)".

SECTION 209 – PRESSURE PIPE

- **209-1.1.1 General.** To the "WHITEBOOK", ADD the following:
 - 2. 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.
 - 3. Refer to AWWA C900-16 for all references to AWWA C905.

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

- **301-1.6 Preparatory Repair Work.** To the "WHITEBOOK", item 1, 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.

ADD the following:

13. Asphalt concrete shall be Type III and shall not exceed 15% RAP in accordance with 203-6.3.1, "General".

SECTION 302 – ROADWAY SURFACING

- **302-4.5** Scheduling, Public Convenience and Traffic Control. To the "GREENBOOK", paragraphs (1) and (2), DELETE in its entirety and SUBSTITUTE with the following:
 - 1. In addition to the requirements of Part 6, you shall comply with the following:
 - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
 - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.
- **302-4.12.2 Application.** To the "WHITEBOOK", item 1, ADD the following:
 - c) RPMS shall only be placed when ambient temperature is 50° F or higher.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

- **303-5.1.1 General.** To the "WHITEBOOK", ADD the following:
 - 7. For the purposes of this section, the terms "walk" and "access ramp" shall be synonymous with "sidewalk" and "curb ramp and pedestrian ramp", respectively.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-1.1 High-line Phasing.

- 1. Build the Project in accordance with the water high-lining phasing as determined during design
- 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) To be determined

ADD:

306-1.2 Phased Paving.

- 1. You shall implement phased paving, when directed and approved by the Engineer.
- 2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Calendar Days** after the Engineer's notification. Plan and schedule your Work accordingly to ensure each phase is complete.
- 3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
 - a) Installation of mains and appurtenances.
 - b) Operational checks and testing.
 - c) Mains are in service.
 - d) Trench restoration.
 - e) Road surface preparatory Work.
 - f) Installation of concrete sidewalks and curb ramps.
 - g) Adjustments of gate valves and manholes, survey monuments and utility boxes.
- 4. You may propose to change the limits of the determined phasing, in writing, for the Engineer's review and approval. If approved, there shall be no additional costs to the City. No additional Working Days will be granted for

delays due to the City's review and approval of your proposed change and due to the implementation of that proposed change.

5. You may use multiple crews to complete each phase of paving.

ADD:

306-1.2.1 Payment.

- 1. The payment for all Work associated with Phased Paving shall be included in the Bid item for each "Phased Paving" area. This payment shall include the costs for all mobilization and demobilization for resurfacing and striping associated with each paving phase regardless of the paving operation. No additional payment shall be made regardless of the number of mobilizations and demobilizations required to complete that phase.
- **306-3.3.5.1 Non-Friable Asbestos Cement Pipe (ACP).** To the "WHITEBOOK", ADD the following:
 - l) Contractor must follow all Federal, State, and Local regulations governing this task.
 - m) Hammers shall not be used to break the collars.
 - n) The practice of pipe bursting/reaming for Asbestos Containing Pipes is prohibited.
- **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.

ADD:

306-8.5.4 High Deflection Coupling.

1. High deflection couplings shall be constructed in accordance with the Plans and Reference Specifications. Working Drawings prepared by a Civil or Structural Engineer registered in the State of California shall be submitted in accordance with 3-8.2, "Working Drawings" for any proposed additional high deflection couplings not indicated on the Plans and Reference Specifications.

- **306-8.8.3** Thrust Blocks and Anchor Blocks. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Thrust blocks shall be installed at all bends, tees, dead-ends and reducers. The use of restrained joints requires approval from the Engineer. The thrust blocks shall be constructed as follows:
 - a) Thrust blocks shall be constructed of concrete conforming to 201-1, "PORTLAND CEMENT CONCRETE".
 - b) Unless otherwise shown on the Plans, concrete thrust blocks shall be constructed in accordance with SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION and the Standard Drawings.
 - c) Concrete blocks shall be constructed between undisturbed ground and fittings to be anchored.
 - d) Unless otherwise shown on the Plans, the quantity of concrete and the bearing area of the pipe against undisturbed soil shall be as shown on the Standard Drawings.
 - e) Unless otherwise shown on the Plans, concrete shall be placed so pipe joints and fittings remain accessible to repairs.
- **306-8.9.2.3 Allowable Leakage.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. For prefabricated pressure pipe testing requirements, refer to prefabricated gravity pipe pressure testing requirements in 306-7.8.2, "Pressure Testing and Leakage Inspection".
- **306-8.9.4.5 Dechlorination and Flushing.** To the "GREENBOOK", ADD the following:
 - 1. When you are required to flush water mains using a 4-inch or larger meter, you shall provide a submittal to the Engineer for review of the proposed connection point of the meter and a plan demonstrating how flushed water will be captured or delivered down the storm drain or sewer system.
 - 2. Once the submittal has been approved, you shall be responsible for coordinating the payment for this meter at Development Services Department by filling out the DSD form for the need for a construction meter for flushing purposes. Once paid by you, call Public Utilities Department Coordination Number at 619-527-7424 to coordinate the delivery and use of the meter in accordance to the approved submittal.
 - 3. You shall return the meter to the City at the completion of work.

- 4. The payment for the meter cost shall be reimbursed under the allowance Bid item for "Construction" in the contract price. Costs associated with flushing operations shall be included under the costs for the pipeline installation.
- **306-15.6 Hydrants.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The payment for fire hydrant assembly and marker, fire service connection, assembly and backflow preventer, and fire service connection and assembly, shall be included in the Bid item for "Construction":
 - 2. Removal of existing fire hydrants within the trench limits and all appurtenant Work shall be included in the Bid item for "Construction".
 - 3. Removal of existing fire hydrants outside of the trench limits and all appurtenant Work shall be included in the Bid item for "Removal or Abandonment of Existing Water Facilities" in accordance with 306-3.3.4, "Payment".
 - 4. Payment for fire hydrant discs shall be included in the Bid item for "Construction"
- **306-18.5** Video Inspection Submittals. To the "WHITEBOOK", item 1, subsection "h", DELETE in its entirety and SUBSTITUTE with the following:
 - h) Post-rehabilitation Videos Post-rehabilitation videos shall be submitted within 30 Calendar Days of the completion of the Work in phases not to exceed 2 mile increments. The final video recording shall clearly show the condition of the liner with ends sealed at the manholes, service laterals, and connection seals. The submittal of this final video recording shall also include MS Access database and marked up Field Book pages or Plans as attachments.
- **306-18.7 Payment.** To the "WHITEBOOK", ADD following:
 - 5. The payment for post-rehabilitation videos shall be included in the associated Bid items provided, regardless of the number of phased videos required at 2 mile increments.

SECTION 307 – JACKING AND TUNNELING

ADD:

307-1.8 Jacking Polymer Concrete Pipe.

- **307-1.8.1** Material. Polymer Concrete Pipe material shall be in accordance with 207-26, "POLYMER CONCRETE PIPE".
- **307-1.8.2 Installation.** The installation of pipe and fittings shall be in accordance with the project plans and specifications and the manufacturer's recommended practices.
- **307-1.8.3 Pipe Handling.** Textile slings, union anchor lifting devices or other suitable materials and/or a forklift are recommended.

307-1.8.4 Jointing.

1. Pipe end, gasket and sealing surfaces shall be inspected for damage and cleaned of all debris.

- 2. Apply joint lubricant to the sleeve coupling interior and the elastomeric gasket. Use only lubricants approved by the pipe manufacturer.
- 3. Use suitable equipment and end protection to push the pipes together.
- 4. Do not exceed joining or pushing forces recommended by the manufacturer.

307-1.8.5 Field Tests.

- 1. **Pressure Testing and Leakage Testing.** Testing shall conform to 306-7.8.2, "PRESSURE TESTING AN LEAKAGE INSPECTION".
- **307-1.8.6 Tolerances.** Tolerances shall be in accordance with 307-1.5, "Tolerances".
- **307-1.8.7 Measurement and Payment.** The measurement and payment for Polymer Concrete Pipe shall be in accordance with 307-1.6, "Measurement" and 307-1.7, "Payment".

SECTION 308 – MICROTUNNELING

ADD:

308-7.1 Microtunneling Polymer Concrete Pipe.

1. Microtunneling with Polymer Concrete Pipe shall conform to the material, installation, pipe handling, jointing, and field test requirements in 307-1.8, "Jacking Polymer Concrete Pipe".

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

- **314-4.4.5 Measurement.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Thermoplastic traffic striping for continental crosswalks shall be measured by the square foot for the actual area covered with thermoplastic.

SECTION 402 – UTILITIES

- **402-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
 - g) Refer to **Appendix Q Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.
- **402-6 COOPERATION.** To the "GREENBOOK", ADD the following:
 - 1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

- **402-7.2 Pipe Separations.** To the "WHITEBOOK", item 1, subsection a), DELETE in its entirety and SUBSTITUTE with the following:
 - a) You shall notify the Engineer immediately if:
 - i. 1 foot (0.3 m) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between sewer and water mains cannot be maintained.
 - ii. 10 feet (3.0 m) horizontal separation as measured from the outside of pipe wall to the outside of pipe wall between sewer and water mains cannot be maintained.
 - iii. 6 inches (152.4 mm) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between utilities other than sewer and water mains cannot be maintained.
 - iv. 3 feet (0.9 m) or more of cover over the top of the water main cannot be maintained.
 - v. 5 feet (1.5 m) or more of cover over the top of the recycled water main cannot be maintained.

SECTION 500 – PIPELINE REHABLITATION

- **500-1 GENERAL.** To the "WHITEBOOK", ADD the following:
 - 4. Any Cured-in-Place Pipe (CIPP) lining Work within a 1000 foot radius from school areas shall first be coordinated with the school and shall be performed outside of school hours at no expense to the City.
- **500-2.1** Initial Submittals. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall submit the following required information **at the time of Bid Opening**:
 - a) Contractor's Experience and Past Project Documentation.
 - You shall submit documentation that you have performed similar main rehabilitation projects (of scope and size) successfully within the last 10 years in the United States. The scope shall include the same product, installation, and curing. The proposed product shall have at least 5 years or more of documented performance records.
 - Your superintendent shall be assigned full time to this project and shall be present at the Site while Work is being performed. If CIPP is used, the superintendent shall have documentation conveying experience with the proposed resin and felt combination used and the installation of the proposed lateral sealing system with the pipe lining system.

- b) Authorized Installer.
 - i. The installation of the lining system shall be performed by a contractor authorized, certified, or both by the manufacturer or owner of the process.
 - ii. You shall submit a copy of the authorizations, certifications, or both from all manufacturers listed on the City's Approved Material List (AML) that will be used for the Work that includes the name, address, point of contact, and telephone number of the manufacturer.

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) Caltrans Row
 - b) Main Street
 - c) Division Street
 - d) 43rd Street
- **601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:
 - d) Place "NO PARKING TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.
- **601-3.5.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.
- **601-3.6 Channelizing Devices.** To the "WHITEBOOK", item 4, Barricades, ADD the following:
 - h) You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

SECTION 700 – MATERIALS

- **700-5.1 Vehicle Detectors.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 4. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type "B". Slots shall be filled with elastomeric sealant, epoxy sealant, or hot-melt rubberized asphalt sealant, except asphaltic emulsion loop sealant and cold tar loop sealant are acceptable if the pavement surface will receive an asphaltic concrete overlay.

SECTION 701 – CONSTRUCTION

- **701-1.1 General.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall determine the quantities required to complete the Work. The quantities and values shall be included in the Schedule of Values in accordance with 7-2.1, "Schedule of Values (SOV)" and will be submitted as part of the proposal.

SECTION 800 – MATERIALS

- **800-1.1.2 Class "A" Topsoil.** To the "WHITEBOOK", item 4, subsection "e", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The test results shall provide the following information:
 - i. Date of Testing
 - ii. Project Name
 - iii. The Contractor's Name
 - iv. Source of Material and Supplier's Name
 - v. Estimate of Quantity Needed in Cubic Yards
 - vi. Soil Gradation
 - vii. Fertility
 - viii. Heavy Metals
 - ix. Soil Permeability in Inches per Hour
 - x. Toxic Elements
 - xi. Chloride Content
 - xii. pH
 - xiii. EcE (electrical conductivity)
 - xiv. SAR (Sodium Absorption Ratio)
 - xv. Organic Content by Dry Weight
 - xvi. Carbon : Nitrogen Ratio
 - xvii. Water-soluble Nutrient Levels

xviii. Recommendations for adding amendments, chemical corrections, or both.

To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

рН	6.0 – 7.5
ECe (electrical conductivity)	0.0 - 3.0
SAR (Sodium Absorption Ratio)	0.0 – 5.0
Chloride Content	Less than 150 ppm
Boron Content	Less than 1 ppm
Organic Content	3% to 6% by dry weight
Carbon : Nitrogen Ratio	20:1 maximum
Sandy Loam Gradation Limit*	Gravel over 2mm: Less than 10% by weight Sand: 75% to 85% Sand finer than 100 mesh (0.15 mm): Less than 15% Sand finer that 60 mesh (0.25 mm): Less than 40% Sand larger than 32 mesh (0.5 mm): Minimum 15% Silt: 20% maximum Clay: 15% maximum
Permeability Rate**	2 inches to 5 inches per hour at 80% compaction

a) The topsoil shall conform to the following agricultural suitability requirements:

* Per USDA Classification Scheme.

** Tested in accordance with USDA Handbook Number 60, method 34b or other approved method.

800-1.2.5 Mulch. To the "WHITEBOOK", item 3, subsection "i", ADD the following:

Type 9 Mulch shall be 2 or 4 inches maximum in size.

SECTION 900 – MATERIALS

- **900-2.3 Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. The payment for furnishing materials for your connection, cut and plug, and cut-in Work shall cover all necessary materials (fittings and hardware, excluding valves and pipes), delivery, and unloading. The payment shall be included within the Bid item of the Work involved and no separate payment for furnishing those materials shall be made. The payment for furnishing valve

and pipe materials for your connection, cut and plug, and cut-in Work shall be included in the separate Bid items for each valve and pipe.

SECTION 901 – INSTALLATION AND CONNECTION

- **901-1.1 General.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The Design-Builder shall coordinate all interactions with the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. The Design-Builder shall notify the City's Public Utilities Department's staff as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
 - a) Transmission Mains (16 inches and larger) Jesus Ramos (619-527-7438)
 - b) Distribution Mains (less than 16 inches) Tisa Aguero (619-527-3143)
 - c) Water Facilities Tatyana Fikhman (619-527-7465) and Jesus Ramos (619-527-7438)
- **901-1.1.2.2 Start-up Procedures.** To the "WHITEBOOK", item 2, subsection "j", DELETE in its entirety and SUBSTITUTE with the following:
 - j) In the event that the high-line piping system fails to pass the required bacteriological testing, you will be expected to help investigate and perform corrective actions if warranted by the findings and you shall re-flush and redisinfect the lines for re-testing at no additional cost to the City. Disposal of chlorinated water for retesting shall be in accordance with the City standards and regulations. Indiscriminate disposal of chlorinated water shall not be permitted.
- **901-2.2.1 General.** To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:
 - 5. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
 - a) Transmission Mains (16 inches and larger) Jesus Ramos (619-527-7438)
 - b) Distribution Mains (less than 16 inches) Tisa Aguero (619-527-3143)

- c) Water Facilities Tatyana Fikhman (619-527-7465) and Jesus Ramos (619-527-7438)
- **901-2.2.4 Preparation for Connection.** To the "WHITEBOOK", item 7 and 8, DELETE in their entirety and SUBSTITUTE with the following:
 - 7. Upon receiving notification of a shutdown date by City Water Operations Division for your planned connection, you shall trench and steel plate the pit(s) necessary to make the connection(s) prior to the start of the scheduled shutdown to facilitate an expedient connection to the existing main. Shutdown of the water main and connection shall be completed within the timeline agreed upon and as specified by City Water Operations staff so that water is restored in accordance with the shutdown notification and as needed for operation of the water system.
 - 8. If you anticipate connection operations exceed the time as identified in the notification, causes health and safety risks, or disrupts water services to the consumers, you shall notify the Engineer and the City's Station 38 at (619) 527-7500 as soon as possible for assistance to provide potable water and temporary high-lines to restore water to the affected consumers.

To the "WHITEBOOK", ADD the following:

- 12. After the connection operation (for mains or services), you shall request the Engineer notify City Water Laboratory take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651. If the test does not pass, you will be expected to help investigate and perform corrective actions if warranted by the findings.
- 13. Bacteriological Testing (Bac-T) sample results are valid only for 14 Calendar Days from the date the results are first made available. If any system is not placed into service within the 14 Calendar Days, then bacteriological testing shall be reinitiated.
- **901-2.3.4.1 Quality Control.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. After the cut and plug operation, the water main and its appurtenances shall be disinfected and field tested by you in accordance with the latest edition of AWWA C651. You shall also request the Engineer to notify the City Water Laboratory to take water samples for bacteriological tests in accordance with Section 7 of the AWWA C651. If the test does not pass, you will be expected to help investigate and perform corrective actions if warranted by the findings.
- **901-2.5 Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Your Work for connecting to the existing system (cut-in or tie-in Work), excluding new main interconnections between various phases, shall be paid under the Bid items for the connection (cut-in or tie-in Work) and shall include the following:

- a) Trenching, furnishing, and installing all materials and labor to complete the Work, including up to 10 feet of new water pipe
- b) Potholing
- c) Protecting the water main while performing the Work
- d) Coordinating your Work with the City Forces
- e) Coordinating with the community (community outreach)
- f) Traffic control and construction BMPs
- g) Pavement Restoration
- 2. Cut and plug Work of the existing system by you shall be paid under the Bid item for "Cut and Plug by the Contractor" and shall include coordination of Work with City Forces, any scheduling impact costs, community outreach, furnishing and installing of materials, and traffic control. Potholing and protecting the water main while performing the Work shall be included in this payment.
- 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 and slurry seal Work shall be paid for under separate Bid items.
- 4. Interconnections between various phases of newly installed watermains shall be included in the associated pipeline bid items.

SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

- **GENERAL.** To the "WHITEBOOK", ADD the following:
 - 7. Based on a preliminary assessment by the City, this Contract is subject to **WPCP.**

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

ADDDENDUM TO MITIGATED NEGATIVE DECLATION



ADDENDUM TO MITIGATED NEGATIVE DECLARATION

THE CITY OF SAN DIEGO

Project No. 660674 Addendum to MND No. 255100 SCH No. 2011091045

SUBJECT: Water and Sewer Group Job 1052A: The proposed scope of work would include water and sewer pipe replacement, new installation, and abandonment. Approximately 9,473 linear feet (LF) of the existing 4-, 6-, 8-, 12-, and 16-inch diameter Asbestos Clay (AC) distribution water mains will be replaced with new Polyvinyl Chloride (PVC) pipe alignment. Approximately 1,878 LF of AC water mains will be abandoned, and approximately 493 LF of new water pipes, including associated water services, will be installed. Approximately 2,315 LF of existing 6- and 8-inch diameter Vitrified Clay (VC) and Concrete Pipe (CP) sewer pipes will be replaced with new PVC pipe alignment. New installation will also include 1,041 LF of new 8-inch PVC sewer mains. Approximately 1,008 LF of existing 6- and 8-inch PVC and VC sewer pipes will be abandoned, including associated sewer laterals, manholes, cleanouts, top hats and other associated work. The project includes the replacement of approximately 9 existing manholes, the installation of approximately 21 new manholes, the installation of approximately 12 new replumbed laterals, the replacement of approximately 62 laterals and the installation of new lateral cleanouts where necessary. The entire project is generally bound by Z Street to the north, S 45th Street to the east, and Main Street to the southwest. Work will occur within the developed right-of-way and private property. The project is partially within the Coastal Zone, Non-Appealable Area. The project is in the Barrio Logan and Southeastern San Diego Community Plan Areas, as well as Military Facilities, in Council Districts 8 and 9. APPLICANT: City of San Diego Engineering & Capital Projects Department.

I. SUMMARY OF PROPOSED PROJECT

The proposed scope of work would include water and sewer pipe replacement, new installation, and abandonment. Replacement and new installation would occur with either or both open trench and trenchless methods. For open trench work, trenches are typically 3-5 feet wide and are dug with excavators and similar large construction equipment. Most of the trenching work will occur within the public right-of-way.

Pipeline abandonment activities will have minimum surface/subsurface disturbance at both ends of the mains. Disturbance would be limited to removal of manholes and exposed pipe sections

Water Improvements

Approximately 9,473 LF of the existing 4-, 6-, 8-, 12-, and 16-inch diameter AC distribution water mains will be replaced with new PVC pipe alignment. Approximately 1,878 LF of AC water mains will be abandoned, and approximately 493 LF of new water pipes, including associated water services, will be installed. The approximate quantity for excavation for new water pipes is 273.9 cubic yards (CY) and for replaced water pipes is 5,262.8 CY.

Sewer Improvements

Approximately 2,315 LF of existing 6- and 8-inch diameter VC Concrete and PVC sewer pipes will be replaced with new PVC pipe alignment. New installation will include 1,041 LF of new 8-inch PVC sewer mains. Approximately 1,008 LF of existing 6- and 8-inch PVC and VC sewer pipes will be abandoned, including associated sewer laterals, manholes, cleanouts, top hats and other associated work. The approximate quantity for excavation for new sewer pipes is 1,156.7 CY, replaced sewer pipes is 2,117.8 CY and

Street Improvements

Other work relating to this project includes the replacement of approximately 9 existing manholes, the installation of approximately 21 new manholes, the installation of approximately 12 new replumbed laterals, the replacement of approximately 62 laterals and the installation of new lateral cleanouts where necessary. Work will occur within the developed right-of-way and private property, and excavation is not expected to exceed 13 feet in depth. The project will also include the following improvements: curb ramps, slurry and street resurfacing.

II. ENVIRONMENTAL SETTING

The Water and Sewer Group Job 1052A project is located in the Barrio Logan and Southeastern San Diego Community Plan Areas, as well as Military Facilities, in Council Districts 8 and 9. The entire project is generally bound by Z Street to the north, S 45th Street to the east, and Main Street to the southwest. Work will occur within the developed right-ofway and private property. The project is partially in the Coastal Zone, Non-Appealable Area. The project is not located within or adjacent to the Multi-Habitat Planning Area (MHPA).

The project would affect the following streets: 40th Street, Beta Street, 43rd Street, 45th Street, Main Street, Vesta Street, S 39th Street, Dalbergia Street, and alleys.

See attached Mitigated Negative Declaration (MND) for the environmental setting for the overall Citywide Pipeline Projects.

III. SUMMARY OF ORIGINAL PROJECT

A Citywide Pipelines Projects MND No. 255100 was prepared by the City of San Diego's Development Services Department (DSD) and was certified by the City Council on November 30, 2011 (Resolution No. 307122), hereby referenced as Citywide Pipelines MND. The Citywide Pipelines MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's 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.

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 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 conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred. 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 the CEQA. The Citywide Pipelines MND determined the potential to impact Historical/Cultural Resources (Archaeology, Built Environment) and Land Use (MHPA). The analysis in this document evaluates the adequacy of the MND relative to the project.

Historical Resources (Archaeology)

Citywide Pipelines MND

The Citywide Pipelines MND concluded that pipeline projects located within the public rightof-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, to 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 V.

Project

City staff consulted with staff's qualified archaeologist regarding the potential for the project to impact historical resources. The project site is located in an area that is sensitive for the discovery of archaeological resources and the project will disturb previously undisturbed soil. Therefore, archaeological and Native American monitoring will be required for ground disturbance of undisturbed soil. This monitoring will be included in the MMRP in the MND Addendum for the project. These measures are included in Section VI of this MND.

Historical Resources (Built Environment)

Citywide Pipelines MND

The Citywide Pipelines MND concluded that pipeline projects located within the public rightof-way and city easements could result in significant environmental impacts relating to historical resources. Projects located in a historical district must incorporate mitigation to reduce impacts to the historical district to below a level of significance. This mitigation measure does not apply because the project is not in a historic designated district.

The purpose and intent of the Historical Resources Regulations of the Land Development
Code (Chapter 14, Division 3, and Article 2) is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises. A project that may cause a substantial adverse change in the significance of a historical resource may have a significant effect on the environment (Sections 15064.5(b) and 21084.1).

Project

The project is not located within the boundaries of any historic district or historic sites. Therefore, no impacts would occur to historical resources (built environment) as a result of the project and no mitigation is required.

Land Use

Citywide Pipelines MND

The Citywide Pipelines MND concluded that future pipeline projects would involve replacing and installing utility infrastructure located within proximity to the City's MHPA which is covered by the MSCP Subarea Plan. No conflicts are anticipated because implementation of the MHPA Land Use Adjacency Guidelines would be required for any project located within 100 feet from the MHPA. Measures to reduce potential indirect impacts to the City's MHPA have been included in the MMRP contained within Section V of the Citywide Pipelines MND. With mitigation incorporated, impacts would be less than significant.

Project

The project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect. The project is not within or adjacent to the MHPA. Thus, no impact to land use would occur.

Paleontological Resources

Citywide Pipelines Project MND

The Citywide Pipelines MND analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. The project area is underlain by geologic formations that, with respect to paleontological fossil resource potential, are assigned a moderate and high sensitivity ratings. Based on the sensitivity of the affected formations and proposed excavation depths exceeding 10 feet, construction of subsequent pipeline projects could result in potentially significant impacts to fossil resources.

To reduce potential impacts to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet, for either new trench alignments

and/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 paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V of the Citywide Pipelines MND.

Project

The project appears to be underlain by Very Old Paralic Deposits, Unit 6, with a high sensitivity for paleontological resources. Project excavation would exceed 1,000 cubic yards and 10 feet in depth, thus Paleontological resources monitoring shall be required in accordance with the General Grading Guidelines for Paleontological Resources in the Land Development Manual. Monitoring is required to comply with San Diego Municipal Code section 142.0151 and would reduce potentially significant impacts to paleontological resources to a less than significant level. No mitigation is required.

Summary

Based on the foregoing 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.

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

Historical Resources (Archaeology)

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

- A. Entitlements Plan Check
 - Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee 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
 - 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 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
 - 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 inhouse, 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
 - Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the Pl, 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 review of final construction documents which indicate conditions such as age of 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
 - 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. <u>The Construction Manager is</u> 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.
 - 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 <u>that</u> 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 emailed 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
 - 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 Bl, as appropriate.
 - 2. The Monitor shall immediately notify the PI (unless 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 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
 - 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 that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Rightof-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 cannot 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, to include 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 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 of 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
 - 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
 - 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
 - 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.
 - 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.
 - 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 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 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.
 - 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 email 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.

- 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 8AM 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. <u>Post Construction</u>

- 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 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 catalogued
 - 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 catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
- 4. The RE or Bl, as appropriate shall obtain signature on the Accession Agreement and shall return to Pl with 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)
 - 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.

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, and the Mitigation Monitoring and Reporting Program, and associated project-specific technical appendices, if any, may be reviewed online at <u>www.sandiego.gov/ceqa</u>, or purchased for the cost of reproduction.

Jamie Kennedy, Senior Planner Development Services Department

January 8, 2021 Date of Final Report

Analyst: Jamie Kennedy

Attachments:

- 1. Location Map
- 2. Predesign Sewer Map
- 3. Predesign Water Map
- 4. Mitigated Negative Declaration No. 255100/SCH No. 2011091045

Attachment 1



AC Water & Sewer Group 1052A

Appendix A - Addendum To Mitigated Negative Declaration

154 | Page





156 | Page

APPENDIX B

FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 1 OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	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. <u>AUTHORITY</u>

- 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.)

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT		EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2OF 10	October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **<u>POLICY</u>**

- 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 ¹/₂" 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT	PAGE 30F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	PAGE 40F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 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 reinstallation.
- 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 50F 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT		EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6OF 10	October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 70F 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER DI 55.27	DEPARTMENT
DEPARTMENT INSTRUCTIONS SUBJECT	DI 55.27	Water Department EFFECTIVE DATE
SUBJECT	PAGE 80F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	PAGE 90F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

7. <u>FEE AND DEPOSIT SCHEDULES</u>

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.

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

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

City of San Diego Application f	or Fire (EX	HIBIT A)			
PUBLIC UTILITIES Hydrant Met	er	NS REQ	(For Office L	- T	
·		DATE		FAC#	
METER SHOP	(619) 527-7449				
Meter Information		Application Date	R	equested Install	Date:
Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. I	Map Location or Cons	ruction drawing.) <u>Zip:</u>	I	<u></u>	<u>G.B.</u> (CITY USE)
Specific Use of Water:			· · ·		
Any Return to Sewer or Storm Drain, If so , explain:					
Estimated Duration of Meter Use:			Cł	neck Box if Recla	imed Water
Company Information					
Company Name:				and the second state of the second	
Mailing Address:					
City: State	e: Z	ip:	Phone:	()	1
*Business license#	*Cont	ractor license#	L		
A Copy of the Contractor's license OR Business	License is requi	red at the time	of meter is	suance.	The second s
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone:	()	
Site Contact Name and Title:			Phone:	()	<u>.</u>
Responsible Party Name:			Title:	<u> </u>	
Cal ID#			Phone:	()	
Signature:	Da	ite:			· • • •
Guarantees Payment of all Charges Resulting from the use of this Me	ter. Insures that employ	ees of this Organization	understand the	e proper use of Fir	<u>e Hydrant Meter</u>
- -	÷ 13			с. -	
Fire Hydrant Meter Removal Requ		Paguastad D	ana aval Dat		
Provide Current Meter Location if Different from Above:	ŕ.	Requested R		e:	
		,		*	
Signature:		Title:		Date:	2 (1 - 1)
Phone: ()	Pager:	()			5 24 5 2 P 1 2
					na dan maning kanya yan na dina manangan yang
City Meter Private Meter				n leyer yan antar ke teanan ar baya minin	
Contract Acct #:	Deposit Amount:	\$ 936.00	Fees Amou	Int: \$ 62.0	00
Meter Serial #	Meter Size:)5	Meter Mak	e and Style:	6-7
·			Backflow		

Backflow Size:

Signature:

Backflow #

Name:

Make and Style:

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. Ероху

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:





Item #	Item Description	Contract Authorization Pr						Previous Totals To Date This Estimate Totals to						ls to Da	te	
	ľ	Unit	Price	Qty		Extension	%/QTY		Amount	% / QTY		nount	% / QTY		Amount	
1					\$	-		\$			\$	-	0.00	\$	-	
2					\$	-		\$			\$	-	0.00%	\$	-	
3					\$	-		\$	-		\$	-	0.00%	\$	-	
4					\$	-		\$	-		\$	-	0.00%	\$	-	
5					\$	-		\$	-		\$	-	0.00%	\$	-	
6					\$	-		\$	-		\$	-	0.00%	\$	-	
7					\$	-		\$	· -		\$	-	0.00%	\$	-	
8					\$			\$	-		\$	-	0.00%	\$	-	
5					\$			\$	-		\$	-	0.00%	\$	-	
6					\$			\$	-		\$	-	0.00%	\$	-	
/					\$ \$	-		\$ \$	-		\$ \$	-	0.00%	\$ \$	-	
8					\$ \$			\$ \$	-		<u></u> \$	-	0.00%	\$ \$	-	
9 10					\$	-	<u> </u>	⇒ \$	-		\$ \$	-	0.00%	۶ \$	-	
10					\$	-		\$	-		\$	-	0.00%	۹ \$		
12					\$			\$	-		\$	-	0.00%	\$		
13					\$			\$			\$		0.00%	\$		
14				•	\$	_		\$	-		\$	-	0.00%	\$	_	
15					Ŝ	-		\$	-		\$	-	0.00%	\$	_	
16					\$	-		\$	-		\$	-	0.00%	\$	-	
17	Field Orders				\$	-		\$	-		\$	-	0.00%	\$	-	
					\$	-		\$	-		\$	-	0.00%	\$	-	
	CHANGE ORDER No.			V	\$	-		\$	-		\$	-	0.00%	\$	-	
F					\$	-		\$	-		\$	-	0.00%	\$	-	
Γ	Total Authorized Amo	unt (including	approved Chan	ge Order)	\$	-		\$	-		\$	-	Total Billed	\$	-	
_	SUMMARY						-			-						
L L	A. Original Contract Amount					I certify that the materials			Retention and/or Escrow Payment Schedule							
l li	B. Approved Change Order #00 Thru #00 \$ -				have been received by me in			Total Retention Required as of this billing (Item E)							\$0.00	
	C. Total Authorized Amount (A+B)			the quality and quantity specified			cified	Previous Retention Withheld in PO or in Escrow							\$0.00	
	D. Total Billed to Date -						Add'I Amt to Withhold in PO/Transfer in Escrow:							\$0.00		
F	E. Less Total Retention (5% of D) \$ - F. Less Total Previous Payments \$ -			Resident Engineer				Amt to Release to Contractor from PO/Escrow:							<i>,</i>	
H																
l l	G. Payment Due Less Retention		\$0.00		Constru	ction Engineer										
	H. Remaining Authorized Amount		\$0.00					Contractor Signature and Date:								

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

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

APPENDIX E

LOCATION MAP



C Water & Sewer Group 1052A

ENGINEERING & CAPITAL PROJECTS

AC WATER AND SEWER GROUP 1052 A

SENIOR ENGINEER Parita Ammerlahn 619-533-5406

PROJECT MANAGER Shaza Nezha 619-533-4695

PROJECT ENGINEER Noora Fathullah 619-235-1977

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





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Appendix E - Location Map

APPENDIX F

ADJACENT PROJECTS MAP


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AC Water & Sewer Group 1052 A

ENGINEERING & CAPITAL PROJECTS

181 | Page

APPENDIX G

CONFLICT PAVING MAP



Legend

- AC Water & Sewer Group 1052A
- AC RESURFACING GROUP 1704
- AC PAVING GROUP 1601
- SLURRY SEAL GROUP 1803 OPTION

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COMMUNITY NAME: SOUTHEASTERN SANDIEGO,BARRIO LOGAN AND MILITARY FACILITIES COUNCIL DISTRICT: 8, 9 Date: 8/26/2020



APPENDIX H

PRE-DESIGN OCI INDEX MAP



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> Date: 8/26/2020 AC Water & Sewer Group

Appendix H - Pre-design OCI Index Map

FairPoor

SanGIS

ENGINEERING & CAPITAL PROJECTS

185 | Page

APPENDIX I

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix I

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

Project Title:			Date:
Locations:	1		
	2		
	3		
Asphalt Mix Specifica	ation: Attached	Supplier:	
Dig out Locations:	1.		
5	2		
	<u></u>		
Tack Coat Application			
	1		
	2		
	3		
Asphalt Temperature	e at Placement @ Loo	cations:	
	1		
	2		
	3		
Asphalt Depth @Loc	ations:		
	1		
	2		
	3		
Compaction Test Res	sult @Locations:		
	1		

3._____

Location and nature of defects:

1	
2	
3	
Remedial and Corrective Actions taken or proposed for Engin	eer's approval:
1	
2	
3	
Date's City Laboratory representative was present:	
1	
2	
3	
Verified the following:	Initials:
1. Proper Storage of Materials & Equipment	
2. Proper Operation of Equipment	
3. Adherence to Plans and Specs	
4. Review of QC Tests	
5. Safety Inspection	
Deviations from QCP (see attached)	
Quality Control Plan Administrator's Signature:	Date Signed:

APPENDIX J

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wq02014_0194_dwq.pdf), and as follows:

Project Name:					WB	S No.:			Waters	hed No).			
Qualified Person Conducting Tests:						signature								
BMPs N		ACE PRIOR TO ANY S	CHEDULED DISC	CHARGE		By signin	ıg, I certi	fy that all of the	e statements and o	conditions for	r drinking	water	discharge events are correct.	
				Eve	nt #1									
Discharge Location ¹		Catergory ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵	Sampling 5		50-60 mins	ke samples at 10 mins, 50 mins & last 10 mins) Exceedend				Notes	
			((beleet un that apply)	(gui)	Measure	Unit	Time	Result	Limit	No Y		& complete page 2 of 2	
Inle	<u>et Location</u>	Superchlorinated (Chlorine added for disinfection)	TSW (All Categories)	Sweep flow path (gutter, street, etc.)	<u>Total</u>	Chlorine	mg/L			0.1 mg/L= Exceedance	\vdash	-		
	<u>Start</u>	Large Volume (≥ 325,850 gal)	PUD (All Categories)	Dechlorination (diffusers, chemicals, etc.)	Reused (if any)					20 NTU=				
Date:		Well Dev/Rehab	Water Board	Inlet Protection		Turbidity	NTU			Exceedance 225 NTU=				
Time:		(Not Typical)	(Large Volume Only)	Erosion Controls						Exceedance for Ocean				
	<u>End</u>	Small Volume/Other	County	Sediment Controls										
Date: Time:		(No Sampling Required)	(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)			рН	Unit			Range 6.5 to 8.5	\square			
			enters the county sins if	Eve	nt #2	<u> </u>								
Discha	arge Location ¹	Catergory ²	Notification ³	BMPs in Place ⁴	Volume ⁵			Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)		Exceedence ⁷			Notes	
		(Select one)	(Select all that apply)	(Select all that apply)	(gal)	Measure Unit		Time	Result	Limit	No Y	00	eport exceedence to RE & complete page 2 of 2	
Inle	et Location	Superchlorinated (Chlorine added for disinfection)	TSW (All Categories)	Sweep flow path (gutter, street, etc.)	<u>Total</u>	Chlorine	mg/L			0.1 mg/L= Exceedance	Ħ	T		
		Large Volume	PUD	Dechlorination	Reused	1				LACEEdance				
	<u>Start</u>	(≥ 325,850 gal)	(All Categories)	(diffusers, chemicals, etc.)	(if any)					20 NTU= Exceedance				
Date:		Well Dev/Rehab	Water Board	Inlet Protection		Turbidity	NTU			225 NTU=				
Time:		(Not Typical)	(Large Volume Only)	Erosion Controls						Exceedance for Ocean				
Date: Time:	<u>End</u>	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		рН	Unit			Range 6.5 to 8.5				

Instructional Notes found on the Page 2 of 2

PAGE 1 OF 2

Construction Management & Field Services Division

Submit completed Form to RE

<u>Receiving Water Monitoring</u>

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

Event #1				
1) Go to the location where the discharge enters the receiving	g w	ater.		
Accessible Unable to Determine No Safe Access				
 If accessible, take photos and complete the visual monitori unable to determine, stop here. If no safe access, stop here. 	ng	below	. It	f
Visual Monitoring: Is the discharge into the receiving water				
causing erosion		Yes		No
carrying floating or suspended matter		Yes		No
causing discoloration		Yes		N
causing and impact to the aquatic life present		Yes		N
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 furt	her	actio	n	

Event #2					
1) Go to the location where the discharge enters the receiving	g w	ater.			
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 furt	her	^r actio	n		

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		
FUD	s days prior to all discharges	Rdavenport@SanDiego.gov		
San Diego	3 days prior to Large Volume	SanDiego@WaterBoards.ca.gov		
Water Board	discharges	Ben.Neill@WaterBoards.ca.gov		
	3 days prior if 100,000 gal and	DEH: <u>Joseph.Palmer@SDCounty.ca.gov</u>		
County of	within 1/4 mile of ocean/bay	Dominique.Edwards@SDCounty.ca.gov		
San Diego	3 days prior if enter county MS4	WPP:Nicholas.DeValle@SDCounty.ca.gov		
	or unincorporated County	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			
		20 NTU for inland waters			
Turbidity	Visual Estimate	225 NTU for ocean			
		100 NTU for wells			
рН	Field Meausre	6.5 - 8.5			

PAGE 2 OF 2

Engineering & Capital Projects Department

APPENDIX K

HAZARDOUS LABEL/FORMS

	HAZARDOUS
	MACTE
	VVAJIL
S	TATE 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
GEI	
1.1.1.1.1.1.1	DRESS 24 HR. ()
CIT	
	io DOCUMENT NO
	A ACCUMULATION / /
	NTENTS, COMPOSITION
	OPER DOT
TEC	CHNICAL NAME (S)
1000	NA NO. WITH PREFIX
	YSICAL STATE NAZARDOUS PROPERTIES D FLAMMABLE D TOXIC
	HANDLE MUTH CADEL
	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).

<u>Que</u>	stions 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. 5-02-08 Page 1 of 2

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION		Incident #					
Date/Time Discovered	Date/Time Discharge	Discharge Stopped 🗌 Yes 🗌 No					
Incident Date / Time:	Duc, Time Discharge						
Incident Business / Site Name:							
Incident Address:							
Other Locators (Bldg, Room, Oil Field, L	ease, Well #, GIS)						
Please describe the incident and indicate s		notos Attached?: 🛛 Yes 🗌 No					
Indicate actions to be taken to prevent sim	ilar releases from occurring in the fu	iture.					

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

Chemical	Quantity	GAL	LBS	□ _{FT³}
Chemical	Quantity	GAL	LBS	□ _{FT³}
Chemical	Quantity	GAL	LBS	□ _{FT³}
Clean-Up Procedures & Timeline:				
	1			
Completed By:	Phone:			
Print Name:	Title:			

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER
E	E INCIDENT MO DAY YR TIME DATE I I I NOTEIED	OES (use 24 hr time) CONTROL NO.
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY COUNTY ZIP
Γ	CHEMICAL OR TRADE NAME (print or type	e) 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	PHYSICAL STATE RELEASED QUANTITY RELEASED SOLID LIQUID GAS
	ENVIRONMENTAL CONTAMINATION	TIME OF RELEASE DURATION OF RELEASE OTHER TIME OF RELEASE
	ACTIONS TAKEN	
E	E	
	KNOWN OR ANTICIPATED HEALTH EFFE	CTS (Use the comments section for addition information)
F	F CHRONIC OR DELAYED (explain)	
	NOTKNOWN (explain)	
	ADVICE REGARDING MEDICAL ATTENTIO	N NECESSARY FOR EXPOSED INDIVIDUALS
G	G	
	COMMENTS (INDICATE SECTION (A - G)	AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)
ŀ	н	
1	CERTIFICATION: I certify under penalty of law submitted and believe the submitted informat REPORTING FACILITY REPRESENTATIVE (
	SIGNATURE OF REPORTING FACILITY REP	

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 L

REHAB DATA COLLECTION – SEWER MAINS SAMPLE DATA TEMPLATE

REHAB DATA COLLECTION - SEWER MAINS

SN	REHAB DATE	LENGTH	INSIDE DIAM	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
65112	8/22/2006	312	8	7	7 PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006
T										

APPENDIX M

REHAB DATA COLLECTION – MANHOLE SAMPLE DATA TEMPLATE

REHAB DATA COLLECTION – MANHOLES

	REHAB		LINING MATERIAL	LINING	REHAB	RIM	INVERT	ACTUAL DEPTH		ACCEPTANCE
MH FSN	DATE	LINING TYPE	VENDOR	SYSTEM	CONTRACTOR	ELEVATION	ELEVATION	(VF)	COMMENTS	DATE
					ZEBRON					
70536	3/28/2007	POLYURETHANE	ZEBRON	ZEBRON 386	CORPORATION	49.8	41.95	7	Leave this row as a sample.	3/28/2007

APPENDIX N

REHAB DATA COLLECTION – LATERALS SAMPLE DATA TEMPLATE

REHAB DATA COLLECTION - LATERALS

MM Model MT 1 Model MT 2										
	N REHAB DATE T	TOPHAT INSTALLED	SIZE	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
	5033085 8/22/2006 Y	Y		5	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/200
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								7		
								•		
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Image: Note of the second se		-								

APPENDIX O

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	Hourly	Amount
				Hours	Rate	
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:	\$

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 <u>all four</u> 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).

APPENDIX P

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY





CONSTRUCTION NOTICE PROJECT TITLE

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

community.

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX







CONSTRUCTION NOTICE PROJECT TITLE

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

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- This work is anticipated to be complete in your community by December 2016.

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- 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.

APPENDIX Q

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. <u>All AMI devices shall be protected per Section 402-2</u>, "Protection", of the 2018 Whitebook.

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

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

A. Endpoints, see Photo 1:



Photo 1

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



Network Devices, see Photo 3:





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

Photo 4



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

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

ERT or Transmitter Fiberglass Rod

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



Photo 6

disconnected Water Meter

> The endpoint is taken off the rod which is the original installation location

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 AMI Project Manager Arwa Sayed at (619) 362-0121 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 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 the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

APPENDIX R

PALEONTOLOGY CONSTRUCTION MONITORING REQUIREMENTS
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:

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

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST:

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).
 - 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 ConsultantSiteVisitRecord(CSVR). TheCSVR'sshallbeemailedand/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.
 - 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 nonsignificant 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 preconstruction 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.
 - 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.

ATTACHMENT F

RESERVED

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

ATTACHMENT G

EVALUATION AND SELECTION

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. Subcontracting Participation Percentages Pass / Fail If the Design-Builder fails to meet the minimum subcontracting participation percentages, the Proposal may be considered non-responsive and rejected.

3. Summary of Proposal (10 Points Max)

3.1. Each Proposer must submit a one to two page summary of its Proposal. Include an overview of design/construction methods and potential project challenges/Issues.

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

- **4.1.** 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:
 - 4.1.1. Civil
 - 4.1.2. Environmental
 - 4.1.3. Geotechnical
 - 4.1.4. Corrosion
 - 4.1.5. Traffic
 - 4.1.6. Public Outreach

5. Technical Approach and Design Concept (35 Points Max)

5.1. 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:

- 5.1.1. Pipeline alignment, sizes and locations of appurtenances
- 5.1.2. Identify locations where water, sewer, storm drain separation will not be met as specified by the State Water Resources Control Board- Division of Drinking Water and describe design approach to remedy the issue if applicable.
- 5.1.3. Replumb alignments and locations, refer to section 1.6 in Attachment A.
- 5.1.4. Traffic Control Approach The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
- 5.1.5. 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.
- 5.1.6. Paving Restoration.
- 5.1.7. Water highlining plan
- 5.1.8. Phasing of design and construction work
- 5.1.9. 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.
- 5.1.10. Phasing and Coordination with Adjacent Projects
- 5.1.11. Approach in obtaining Caltrans pemit with respect to project schedule
- 5.1.12. Site investigation during design
- 5.1.13. Storm Water Pollution Control Best Management Practices.
- 5.1.14. Subsurface Investigation and Geotechnical Work.

- 5.1.15. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design) and proposed durations.
- 5.1.16. Permit; the Design-Builder shall identify what permits are required and what is the proposed plan/timeline to obtain the required permit(s).
- 5.1.17. Design-Builders effort require for work within easements.
- 5.1.18. Coordination with other agencies and getting permits as applicable.
- 5.1.19. Estimate the following quantities amounts need to complete our entire project, per your proposed design and construction methods. Quantities will only be used to evaluate the Technical Portion of the RFP. The actual quantities will vary during the actual design and construction of the project:
 - 1) Additional Bedding __CY
 - 2) Imported Backfill __TON
 - 3) Asphalt Pavement Repair __SF
 - 4) Additional Curb & Gutter _LF
 - 5) Additional Sidewalk Removal & Replacement _SF
 - 6) Additional Pavement Removal & Disposal __CY

6. Construction Plan (35 Points Max)

- **6.1.** Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 6.1.1. Construction approach and methods
 - 6.1.2. Plan for operation of facility during construction
 - 6.1.3. Special inspection, If needed
 - 6.1.4. Phasing Plan

Describe the proposed phasing plan for this Project as it relates to water phasing/highlining, resurfacing/striping and construction. Include detailed descriptions, conceptual design drawings and schematics. Include the following, at a minimum:

1. Water highlining plan (number of highlining phases, lengths and affected streets per highline phase).

2. Phased Paving Plan (See SSP 306-1.2) Including restriping

- 3. Plan for phasing of construction activities.
- 6.1.5. General plan for functional testing and start-up.
- 6.1.6. Proposed safety program
- 6.1.7. Proposed emergency response plan
 - System for tracking questions and responses.
- 6.1.8. Traffic Control Management
- 6.1.9. Community Outreach

Describe your efforts to minimize impacts to businesses and residents and how you will coordinate construction in their community.

- 6.1.9.1. Community Outreach and Public Relations Program The Design-Builder shall describe its general approach to building relations between the Design-Buildera nd the community, including how the Design-Builder will provide effective public information and respond to public concerns.
- 6.1.9.2. Coordination with property owners for work within easements.
- 6.1.9.3. Staging Area and project cleanup Describe plan for staging area and project cleanup (during construction and moratorium phases) to minimize impacts to the business and residents.
- 6.1.9.4. Residents and Visitors Describe how traffic and bus stops will be impacted. Describe how impacts will be minimized.
- 6.1.9.5. Construction mitigation plan to minimize impacts to local businesses and residents.(i.e. impacts business access and parking).
- 6.1.10. Stormwater pollution control Best Management Practice compliance
- 6.1.11. The system for coordinating work among subcontractors and equipment manufacturers.
- **6.2.** Project Coordination The Design-Builder shall identify the following:
 - 6.2.1. The processes and procedures it will use to ensure that all Work is properly coordinated
 - 6.2.2. The design and construction coordination requirements with governmental entities and agencies, utilities, Underground Service Alert, City forces, and all other persons or entities involved in infrastructure improvements or otherwise affected by Project design and construction requirements

- 6.2.3. The design coordination system between drawings and specifications and disciplines
- 6.2.4. The system for tracking questions and responses
- 6.2.5. The system for coordinating work among subcontractors
- **6.3.** Challenges/Issues Identify what your team believes to be the largest challenges associated with this Project. Describe how your team has overcome similar challenges on a previous Project your team has participated in. Proposals shall describe the Design-Builder's understanding of the design and technical issues involved in the Project, including those related to design review, value engineering, proposals, general contracting, schedule, site mobilization, constructability, construction sequencing, quality control, code compliance, and cost containment.
- **6.4.** Describe any cost saving measures, not included in your proposal that the City of San Diego Team should consider, and the Design-Builder is willing to implement. For each recommendation, the percentage of your price proposal or time would be saved.

7. Project Schedule (10 Points)

Provide a design & construction schedule that includes both water highlining and phased paving. Critical Path Schedule - The RFP requires the Proposer to complete the Project within a certain number of Working Days. The Proposer shall include a summary level critical path method (CPM) schedule in the form of a bar chart that identifies all Project milestones set forth in this RFP, including its Attachments such as additional tasks or milestones, as well as all critical activities the Proposer anticipates performing and coordinating with others to complete the Project. The Proposer shall include with the schedule a narrative explaining detailed procedures for ensuring all Project milestones are met.

Describe any time saving measures that may reduce the total construction duration that can be implemented by the proposer. Proposals that show valid means to reduce the duration of the Project may be given favorable consideration if they demonstrate realistic activity durations and no increase in Project cost.

8. Reference Checks (5 Points)

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 Adjusted Low Proposal

- **10.1.** The ranking of each Design-Builder during the Technical Proposal review will serve as the divisor of the Price Proposal and determine the weighted price.
- **10.2.** Following review of the Technical Proposals, the resulting qualitative evaluation scores will be totaled, averaged and converted to a decimal. The Proposal price will then be divided by the scores from the Technical Proposals. This becomes the Adjusted Low Proposal. The lowest adjusted proposal will be recommended for contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.
- **10.3.** The following example illustrates the process:

Design-	Qualitative Score (100		
Builder	Maximum)	Price Proposal	Adjusted Price *
А	0.85	\$1,000,000.00	\$1,176,471
В	0.95	\$1,300,000.00	\$1,368,421
С	0.65	\$900,000.00	\$1,384,615
-		•	ction only. Firm "A" has
Adjusted	Lowest Proposa	l. The Price Propo	sal is the actual Contract
amount.			

ATTACHMENT H

PRICE PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **AC Water & Sewer Group 1052A**, 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.

ltem No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
		BASE PROPO	DSAL				
1	524126	Bonds (Payment and Performance)	1		LS	\$65,000	\$ \$65,000
2	541330	Engineering and Design Services	1	D	LS	\$348,000	\$ \$348,000
3	237110	Construction	1		LS	\$7,490,000	\$ \$7,490,000
4		City Contingency (EOC Type II)	1		AL		\$270,000.00
5	541330	WPCP Development	1	D	LS	\$2,100	\$ \$2,100
6	237310	WPCP Implementation	1		LS	\$142,000	\$ \$142,000
7	237310	Caltrans Encroachment Permit (EOC Type I)	1	D	AL	\geq	\$20,000.00
8	541370	Survey Services (Design)	1	D	LS	\$75,500	\$ \$75,500
9	541370	Survey Services (Construction)	1	D	LS	\$23,500	\$ \$23,500
10	237110	Permit Fees (EOC Type I)	1		AL		\$10,000.00
		TOTAL DESIGN-BUILD BASE PR	OPOSAL (ITEM	S NO 1 T	HROUGH 1	0 INCLUSIVE): \$	\$8,446,100

* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 10, inclusive) amount written in words:

Eight Million, Four Hundred Forty Six Thousand, One Hundred Dollars and No Cents

Design-Builder:	TC Construction C	ompany, Inc.
Title:	President	
Signature:	lant	Austin Cameron
The names of all pers	sons interested in the foregoing proposal as principa	ls are as follows:
	Austin Cameron-President	Darren Tharp-Vice President
	Terry Cameron-CEO	Jack Gieffels-Secretary/Treasurer
	Chad Cameron-Estimator	Robert Kostyrka-General Superintendant

(See Attached Corporate Resolution)

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal alone.
- 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 **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- F. 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.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Vic Salazar Communica</u> Address: <u>5205 Kearny Villa W</u> ay City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619-517-4744</u> Email: <u>vic@vicsalazar.com</u>		1000364796	N/A	Communit Liaison	y \$50,000	ELBE	City of San Diego	N/A
Name: Address: City: State: Zip: Phone: Emall:								
	Business Enterprise taged Business Enter		of the following and s MBE DBE OBE	Certified Wo Certified Dis	lid proof of certifica man Business Ente abled Veteran Busir erging Local Busine	rprise ness Enterprise	LBE and ELBE)	WBE DVBE ELBE

Certified Small Local Business Enterprise SLBE Small Disadvantaged Business Woman-Owned Small Business WoSB HUBZone Business 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.

SDB

HUBZone

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Southwest Traffic Sign Address: 9201 Isaac St Suite A City: Santee State: CA Zip: 92071 Phone: 619-442-3343 Email: ahussein@southwestsign	Constructor	1000004265	451115	Traffic Loops	\$70,000	SLBE	City of San Diego	N/A
Name: Address: City: State: Zip: Phone: Email:								
Certified Disadvan Other Business En Certified Small Loc Woman-Owned Sn	Business Enterprise taged Business Enter terprise al Business Enterpris	prise	of the following and sh MBE DBE OBE SLBE WoSB SDVOSB	Certified W Certified Di Certified Er	oman Business Enter sabled Veteran Busir nerging Local Busine Ivantaged Business	rprise ness Enterprise		: WBE DVBE ELBE SDB HUBZone

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

City of San Diego California Public Utilities Commission	CITY CPUC	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council	CALTRANS 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.

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Miramar General</u> Address <u>1827 Cleveland Ave</u> City: <u>National City</u> State: <u>CA</u> Zip: 91950 Phone: <u>858-663-4933</u> Email: <u>alex@miramargeneral.co</u>	Constructor	1000033057	1009541	Concrete Flatwork	\$464,750	ELBE	City of San Diego	N/A
Name:								
	L Jilder shall identify Su Business Enterprise taged Business Enter		of the following and sl MBE DBE	Certified Wo	alid proof of certifica oman Business Ente sabled Veteran Busiı	rprise	LBE and ELBE)	I WBE DVBE

	ceruneu Disauvantageu business chierprise	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		
As a	ppropriate, Design-Builder shall indicate if Subcontractor is ce	rtified 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

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

U.S. Small Business Administration

CA

2

State of California

SBA

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB@	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
ame: <u>Loveless & Linton</u> , Inc ddress: <u>1421 W. Lewis St</u> ity: <u>San Diego</u> ate: <u>CA</u> p: <u>92103</u> none: <u>619-922-0718</u> mail:_rebekah@loveless-linton	Constructor	1000047263	N/A	Archeo & Native American Monitoring	\$45,950 g	SLBE	City of San Diego	N/A
ame:								
ddress:								91)
ty:								
ate:								
p:								
none:								
mail:								
① As appropriate, Design-Bu		ubcontractor as one		hall include a va	lid proof of certificat	tion (except for OBE, S	LBE and ELBE)	:
	Business Enterprise		MBE		man Business Enter			WBE
Other Business Ent	taged Business Enter	rprise	DBE		abled Veteran Busin			DVBE
	al Business Enterpris	20	OBE SLBE		erging Local Busine: vantaged Business	ss Enterprise		ELBE
Woman-Owned Sm			WoSB	HUBZone Bu				SDB HUBZone
Service-Disabled Ve	eteran Owned Small	Business	SDVOSB		15111055			10020116
② As appropriate, Design-Bu	ilder shall indicate if	Subcontractor is ce	rtified by:					
City of San Diego			CITY	State of Calif	fornia Department c	of Transportation	······································	ALTRANS
California Public Ut			CPUC			plier Diversity Counci		SRMSDC
	s Department of Gen	eral Services	CADoGS	City of Los A	ngeles			LA
State of California			CA ipation percentages i		usiness Administrati			SBA

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB@	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Statewide Stripes</u> Address: <u>P.O. Box 600710</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92160</u> Phone: <u>858-560-6887</u> Email: <u>dave@statewidestripes.c</u>	Constructor	1000001334	788286	Striping	\$18,696	N/A	N/A	N/A
Name: Address: City: State: Zip: Phone: Email:				-				
Certified Disadvan Other Business En Certified Small Loc Woman-Owned Sn	Business Enterprise taged Business Enter terprise al Business Enterpris nall Business eteran Owned Small	prise e Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Wo Certified Dis Certified Em	oman Business Enter sabled Veteran Busir nerging Local Busine vantaged Business	prise less Enterprise		WBE DVBE ELBE SDB HUBZone
City of San Diego California Public U	tilities Commission s Department of Gen	eral Services	CITY CPUC CADoGS CA	San Diego R City of Los A U.S. Small B	ngeles usiness Administrati	oplier Diversity Council		ALTRANS SRMSDC LA SBA on.

AC Water & Sewer Group 1052A
MACC Proposal Documents

Attachment H – Form AA05 Design-Build List of Subcontractors (Rev. Oct. 2017)

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED Ø	CHECK IF JOIN VENTURE PARTNERSHIP
Name: <u>Roy Allan Slurry S</u> eal Address: <u>11922 Bloomfield A</u> ve City: <u>Santa Fe Springs</u> State: <u>CA</u> Zip: <u>90670</u> Phone: <u>562-864-3363</u> Email: <u>lawrence@raslurry.c</u> or	Constructor	1000001156	372798	Slurry Seal	\$224,366	N/A	N/A	N/A
Name: Address: City: State: Zip: Phone: Email:								
 As appropriate, Design-Builder shall identify Subcontractor as one Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business As appropriate, Design-Builder shall indicate if Subcontractor is ce 			MBE DBE OBE SLBE WoSB SDVOSB	d shall include a valid proof of certification (except for OBE, SLB Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business				WBE DVBE ELBE SDB IUBZone
City of San Diego California Public Ut	City of San Diego California Public Utilities Commission State of California's Department of General Services			San Diego Re City of Los A		oplier Diversity Council		ALTRANS SRMSDC LA SBA

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.

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Piperin Corporation Address: 510 Venture St City: Escondido State: CA Zip: 92029 Phone: 760-305-7248 Email: craig@piperincorp.com	Constructor	1000000485	964028	Portions of Water Mains, Sewer Replumbs	\$919,625	ELBE	City of San Diego	N/A
Name:								
Address: City:								
State:								
Zip:								
Phone:								
Email:								
① As appropriate, Design-Bu	ilder shall identify Su	ubcontractor as one	of the following and sl	hall include a va	alid proof of certifica	tion (except for OBF. S	BE and ELBE	
Certified Minority E	Business Enterprise		MBE		oman Business Enter			WBE
Certified Disadvant	taged Business Enter	prise	DBE		sabled Veteran Busir			DVBE
Other Business Ent			OBE	Certified Emerging Local Business Enterprise				ELBE
Certified Small Loc	al Business Enterpris	se .	SLBE	Small Disadvantaged Business				SDB

Service-Disabled Veteran Owned Small Business **SDVOSB** As appropriate, Design-Builder shall indicate if Subcontractor is certified by: 0

Woman-Owned Small Business

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

HUBZone Business

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

WoSB

HUBZone

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Nu-Line Technolog</u> ies Address: <u>102 Second St Suite B</u> City: <u>Encinitas</u> State: <u>CA</u> Zip: <u>92024</u> Phone: <u>760-634-5153</u> Email: <u>fdurazo@nulinetech.co</u> n	Constructor	1000003808	997520	Sewer Rehab	\$ 24,120	N/A	N/A	N/A
Name:								
ity: tate:								0
Zip:								
Phone:								
Email:								
					1	L		
① As appropriate, Design-Bu		ubcontractor as one					LBE and ELBE)	:
	Business Enterprise taged Business Enter	- Drico	MBE DBE		oman Business Ente	WBE		
Other Bysiness En		prise	OBE	Certified Disabled Veteran Business Enterprise				DVBE
	al Business Enterpris	se	SLBE	Certified Emerging Local Business Enterprise Small Disadvantaged Business				ELBE SDB
	Woman-Owned Small Business			HUBZone Business			9	HUBZone
Service-Disabled Veteran Owned Small Business			SDVOSB					10020110
② As appropriate, Design-Bu	ilder shall indicate if	Subcontractor is cei	rtified by:					
City of San Diego			CITY	State of Cal	lifornia Department	of Transportation		ALTRANS
California Public Ut	California Public Utilities Commission		CPUC	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council				SRMSDC
	s Department of Gen	eral Services	CADoGS	City of Los Angeles				LA
State of California			CA	U.S. Small Business Administration if the Design-Builder fails to submit the required proof				SBA

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.

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Name:Old Castle Infrastructu Address: 10441 Vine St City:Lakeside State:CA Zip:92040 Phone:619-240-8000 Email:robert.lara@oldcastle.co	Constructor	1000005884	891107	Sewer Manholes	\$63,881	N/A	N/A	N/A
Name: Address: City: State: Zip: Phone: Email:								
Certified Disadvant Other Business Ent Certified Small Loca Woman-Owned Sm	Business Enterprise taged Business Enter terprise al Business Enterpris nall Business eteran Owned Small	prise e Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Wo Certified Dis Certified Em	oman Business Enter abled Veteran Busir rerging Local Busine vantaged Business	rprise ness Enterprise		: WBE DVBE ELBE SDB HUBZone
City-of-San-Diego California Public Ut	ilities Commission Department of Gen	eral Services	CITY CPUC CADoGS CA	San Diego R City of Los A U.S. Small B	ngeles usiness Administrati	oplier Diversity Counci		ALTRANS SRMSDC LA SBA on.

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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 SDVOSBΦ	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP	
Name: Pavement Recycling \$	ystems					5010500			
Address: <u>10240 San Sevaine</u> Wa	у								
City:Jurupa Valley		5			6				
tate:CA	Constructor	1000003363	569352	Cold	#50.000	27/4			
ip:91752	Constructor	100000000000	309332	Milling	\$50,832	N/A	N/A	N/A	
hone: 951-682-1091									
mail: <u>aschatz@pavementrecy</u> cli	ng.com								
lame:									
ddress:									
ity:									
tate:									
ip:									
hone:									
mail:									
① As appropriate, Design-Buil	der shall identify Su	bcontractor as one	of the following and sh	all include a va	alid proof of certificat	ion (except for OBE S	PE and EL PEN		
Certified Minority Bu	usiness Enterprise		MBE	Certified Wo	oman Business Enter	nrise		WBE	
Certified Disadvanta		prise	DBE	Certified Disabled Veteran Business Enterprise				DVBE	
Other Business Ente			OBE	Certified Err	nerging Local Busines	ss Enterprise		ELBE	
Certified Small Local Woman-Owned Sma		e	SLBE WoSB	Small Disadvantaged Business				SDB	
	Service-Disabled Veteran Owned Small Business			HUBZone Business				IUBZone	
② As appropriate, Design-Buil			SDVOSB tified by:						
City-of-San-Diego			CITY	C #= + = == [- C =] :	C				
California Public Util	ities Commission		CPUC	San Diego P	fornia Department o	f Transportation plier Diversity Council	C	ALTRANS	
State of California's I		eral Services	CADoGS	City of Los A	ngeles	pher Diversity Council		SRMSDC	
State of California				U.S. Small Business Administration s if the Design-Builder fails to submit the required proof o				LA SBA	

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Phone: 714-479-1199 Email: mhorner@safetygeni.com Name: Photo Geodetic Address: 1161 E Main St City: El Cajon State: CA	OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
Address: 1161 E Main St City: El Cajon State: CA Designer N/A Survey designer N/A	\$2,000	DVBE	CADoGS	N/A
Zip:92021 Phone:619-631-1366 Email:ming@photogeodetic.com	\$17,500	SLBE	City of San Diego	N/A

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** 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
State of California	CA	U.S. Small Business Administration	SBA

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2

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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 SDVOSBO	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Michael Baker Internat: Address: <u>9755 Clairemont Me</u> sa City: San Diego State: CA Zip: 92124 Phone: <u>858-614-5000</u> Email: jharris@mbakerintl.com	Blvd Designer	1000004231	N/A	Engineerir Design & Survey	ng & \$428,000	N/A	N/A	N/A
Name:								
Certified Disadvant Other Business Ent Certified Small Loca Woman-Owned Sm	Business Enterprise Laged Business Enter Lerprise al Business Enterpris	prise e	of the following and sl MBE DBE OBE SLBE WoSB SDVOSB	Certified Wo Certified Dis Certified En	oman Business Enter sabled Veteran Busir nerging Local Busine Ivantaged Business	rprise ness Enterprise		WBE DVBE ELBE SDB HUBZone

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

State of California's Department of General Services		State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration	CALTRANS SRMSDC LA SBA
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The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

AC Water & Sewer Group 1052A MACC Proposal Documents Attachment H – Form AA05 Design-Build List of Subcontractors (Rev. Oct. 2017)

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

For credit calculations for City-funded contracts, see Chapter 11 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	MATERIALS 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 SDVOSB [®]	WHERE CERTIFIEDØ
Name: Draves Pipeline Address: P.O. Box 1051 City: Bonsall State: CA Zip: 92003 Phone: 760-728-7094 Email: dale@dravespipeline.com	Supplies	1000006391	\$465,000	Yes	No	DVBE	CADoGS
Name: Address: City: State: Zip: Phone: Email:							

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): 1 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 0 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.

ATTACHMENT I

CERTIFICATION AND FORMS

CERTIFICATIONS AND FORMS

The Proposer, by submitting its electronic 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 bid are true and correct.

DESIGN-BUILD PROPOSAL

- 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 AC Water & Sewer Group 1052A Design - Build Contract.
- 3. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
- 4. 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.
- 5. 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:	March 18, 2021
The Design-Builder:	TC Construction Company, Inc.
Ву:	Cal
	(Signature)

Austin Cameron, President

Title:
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.

LE OWNER OR SOLE CONT	RACTOR SIGN HERE	N/A		
Name under which busines	s is conducted	N/A		
Signature (Given and surna	me) of proprietor	N/A		
Place of Business (Street &	Number)	N/A		
City and State	N/A		_ Zip Code	N/A
Telephone No	N/A	Facsimile No	N/A	
Email Address		N/A		
	Name under which busines Signature (Given and surna Place of Business (Street & City and State Telephone No	Name under which business is conducted Signature (Given and surname) of proprietor Place of Business (Street & Number)	Name under which business is conducted N/A Signature (Given and surname) of proprietor N/A Place of Business (Street & Number) N/A City and State N/A Telephone No. N/A	Name under which business is conducted N/A Signature (Given and surname) of proprietor N/A Place of Business (Street & Number) N/A City and State N/A Telephone No. N/A

IF A PARTNERSHIP, SIGN HERE: N/A

(1)	Name under which business is conducted _	N/A
(2)	Name of each member of partnership, india (limited):	cate character of each partner, general or spec
	N/A	
(3)	Signature (Note: Signature must be made b	y a general partner)
	N/A	
	Full Name and Character of partner	
	N/A	
(4)	Place of Business (Street & Number) <u>N/A</u>	A
(5)	City and State N/A	Zip CodeN/A
(6)	Telephone No N/A	Facsimile No N/A
		N/A
	Email Address	N/A
<mark>F А СС</mark> (1)	DRPORATION, SIGN HERE: Name under which business is conducted	TC Construction Company, Inc.
<mark>F А СС</mark> (1)	DRPORATION, SIGN HERE:	TC Construction Company, Inc.
<mark>F А СС</mark> (1)	DRPORATION, SIGN HERE: Name under which business is conducted	TC Construction Company, Inc.
<mark>F А СС</mark> (1)	DRPORATION, SIGN HERE: Name under which business is conducted Signature, with official title of officer authori (Signature) Austin Cameron	TC Construction Company, Inc.
<mark>F А СС</mark> (1)	DRPORATION, SIGN HERE: Name under which business is conducted Signature, with official title of officer authori	TC Construction Company, Inc.
<mark>F А СС</mark> (1)	DRPORATION, SIGN HERE: Name under which business is conducted Signature, with official title of officer authori (Signature) (Signature) Austin Cameron (Printed Name) President	TC Construction Company, Inc.
<mark>F А СС</mark> (1)	DRPORATION, SIGN HERE: Name under which business is conducted Signature, with official title of officer authori (Signature) Austin Cameron (Printed Name)	TC Construction Company, Inc. ized to sign for the corporation:
F A CC (1) (2)	DRPORATION, SIGN HERE: Name under which business is conducted Signature, with official title of officer authori (Signature) (Signature) Austin Cameron (Printed Name) President (Title of Officer)	TC Construction Company, Inc. ized to sign for the corporation:
F A CC (1) (2)	DRPORATION, SIGN HERE: Name under which business is conducted Signature, with official title of officer authori (Signature) (Signature) Austin Cameron (Printed Name) President (Title of Officer)	TC Construction Company, Inc. ized to sign for the corporation:
F A CC (1) (2) (3) (4)	DARPORATION, SIGN HERE: Name under which business is conducted	TC Construction Company, Inc. ized to sign for the corporation:
F A CC (1) (2) (3) (4) (5)	DRPORATION, SIGN HERE: Name under which business is conducted Signature, with official title of officer authori (Signature) (Signature) Austin Cameron (Printed Name) President (Title of Officer) Incorporated under the laws of the State of Place of Business (Street & Number)	TC Construction Company, Inc. ized to sign for the corporation:
F A CC (1) (2) (3) (4) (5) (6)	DRPORATION, SIGN HERE: Name under which business is conducted Signature, with official title of officer authori (Signature) (Signature) Austin Cameron (Printed Name) President (Title of Officer) Incorporated under the laws of the State of Place of Business (Street & Number)	TC Construction Company, Inc. ized to sign for the corporation:

AC Water & Sewer Group 1052A Attachment I – Design-Builder's General Information (Rev. Sep. 2020)

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION	A, C21	
LICENSE NO402459	EXPIRES	4-30-21 ,
DEPARTMENT OF INDUSTRIAL RELATIONS (D	IR) REGISTRATION NUM	BER:

1000003132

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

TAX IDENTIFICATION NUMBER (TIN): ______95-3646005

E-Mail Address: ______ acameron@tcincsd.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature______Title ____Austin Cameron, President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _	DAY OF
Notary Public in and for the County of	, State of
(NOTARIAL SEAL)	"SEE attached"

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

(and (2)

State of California

County of SanDleas

Subscribed and sworn to (or affirmed) before me on

this <u>Date</u> day of <u>March</u>, 20<u>31</u>, by <u>Year</u>

1) Austin Cameron

SANDRA WEEKS Notary Public - California San Diego County Commission # 2205586 My Comm. Expires Aug 9, 2021

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature C Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL -Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____ Document Date: ______ Number of Pages: _____ Signer(s) Other Than Named Above: ____

©2019 National Notary Association

Executed in Duplicate

PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TC Construction Company, Inc.	а	corporation,	as	principa	al,	and
Liberty Mutual Insurance Company,	a	corporation	auth	orized	to	do
business in the State of California, as Surety, hereby	oblig	ate themselves	, thei	r succes	sors	and
assigns, jointly and severally, to The City of San Diego a	mur	n <mark>icipal cor</mark> porati	on in	the sum	of <u>E</u>	ight
Million Four Hundred Fourty Six Thousand One Hunc	red	Dollars (\$8,446	,100.0	0) for th	e fait	hful
performance of the annexed contract, and in the sum	of <u>Ei</u> g	sht Million Fou	r Hu	ndred Fo	ourty	<u>Six</u>
Thousand One Hundred Dollars (\$8,446,100.00) for	the	benefit of labo	rers	and mat	erialı	men
designated below.						

Conditions:

If the Principal shall faithfully perform the annexed contract **AC Water & Sewer Group 1052A**, **RFP K-21-1987-MAC-3**, 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.

AC Water & Sewer Group 1052A Attachment I - Performance and Payment Bonds (Rev. Sep. 2020) 245 | Page

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

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

Dated April 23, 2021

Approved as to Form

Mara W. Elliott, City Attorney By

Deputy City Attorney

TC Construction Company, Inc

B

c.mom/ Printed Name of Person Signing for Principal

Liberty Mutual Insurance Company

Surety

INS Seal No. 225

Lawrence F. McMahon, Attorney-in-fact

Local Address of Surety

Orange, CA 92868 Local Address (City, State) of Surety

Michael Forman (714) 634-5719 Local Telephone No. of Surety

Premium \$50,886.00

Bond No. 024251328

AC Water & Sewer Group 1052A Attachment I - Performance and Payment Bonds (Rev. Sep. 2020) 246 | Page

790 The City Drive South, Suite 200

Approved:

Cindy Crocker Acting Deputy Director Engineering & Capital Projects

		ACKNOW	LEDGMEN	NT
certific who si attache validity	ry public or other offi ate verifies only the i gned the document t ed, and not the truthf of that document.	dentity of the indi o which this certif ulness, accuracy,	vidual icate is	
State of County o	California f San Diego))	
On	APR 2 3 2021	before me,	Minna Huc (insert r	ovila, Notary Public name and title of the officer)
who prov subscrib his/her/th person(s	ed to the within instru leir authorized capac), or the entity upon l	is of satisfactory e ument and acknov sity(ies), and that l behalf of which th	evidence to be vledged to me by his/her/the e person(s) a	e the person(s) whose name(s) is/are e that he/she/they executed the same eir signature(s) on the instrument the acted, executed the instrument.
	nder PENALTY OF h is true and correct.		the laws of th	ne State of California that the foregoing
WITNES Signature	S my hand and offici	al seal.	_ (Seal)	MINNA HUOVILA COMM. #2313883 NDTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires DECEMBER 6, 2023



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8204402-024019

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casually Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dale G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Minna Huovila; Sarah Myers; Tara Bacon

all of the city of each individually if there be more than one named, its true and lawful attorney-in-fact to make, San Diego state of CA execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attasted by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October . 2020

Liberty Mutual insurance Company The Ohio Casualty Insurance Company NSU IN NSU West American Insurance Company 1010 1991 HOSUR@libertymutual.com antees inquines DIAN Bv: David M. Carey, Assistant Secretary State of PENNSYLVANIA value guar credi County of MONTGOMERY SS cation On this 22nd day of October 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance б Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes letter therein contained by signing on behalf of the corporations by himself as a duly authorized officer. residual IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. loan, l PAS COMMONWEALTH OF PENNSYLVANIA email By: Linea Pastella Notar Public Attorney or email note, ö Notarial Seal Teresa Pastella, Notary Public rate Ó Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 mortgage,
 interest n Power of / 832-8240 c Member, Pennsylvania Association of Notaries ARY PUR This Power of Attomey is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: 10-832 for m rate, ARTICLE IV - OFFICERS: Section 12. Power of Attorney. ö Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the <u>g</u>2 Not valid currency President may prescribe, shall appoint such attorneys in fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety bond an ase call 6 any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such For bor please instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Confracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casually Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of 2021 April INSI YIN INSU Kent lully 1991 1919

Bv:

Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_8/20



Liberty Mutual Surety 1001 4th Ave Ste 3800 Office: 206-473-3533

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company Liberty Mutual Fire Insurance Company The Ohio Casualty Insurance Company West American Insurance Company Safeco Insurance Company of America American States Insurance Company

Please note that the digital seal utilized by our authorized agents will also include their agency specific reference number.

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23rd day of March, 2020.

B۱

Renee C. Llewellyn, Assistant Secretary

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.

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.

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 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.

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.

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'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

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

Contractor Name: TC Construction Company, Inc.				
Certified By _	Austin Cameron	Title	President	
-	Signature	Date	3-18-21	

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA		
TC Construc	Construction Company, Inc.		N/A	
Street Address	City	State	Zip	
10540 Prospect Ave Santee		CA	92071	
Contact Person, Title		Phone	Fax	
Austin Camer	on. President	619-448-4560	619-448-3341	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position	
Austin Cameron	President	
City and State of Residence	Employer (if different than Bidder/Proposer	
El Cajon, CA	N/A	
est in the transaction		

40% Owner

Name	Title/Position		
Darren Tharp	Vice President		
City and State of Residence	Employer (if different than Bidder/Proposer)		
Alpine, CA	N/A		
Interest in the transaction			

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Austin Cameron, President

Print Name, Title

Signature

3-18-21

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA		
TC Construc	TC Construction Company, Inc.		N/A	
Street Address	City	State	Zip	
10540 Prospect Ave Santee		CA	92071	
Contact Person, Title		Phone	Fax	
Austin Camer	on, President	619-448-4560	619-448-3341	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.
- ** Directly or indirectly involved means pursuing the transaction by:
 - communicating or negotiating with City officers or employees,
 - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
 - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position			
Terry Cameron	CEO			
City and State of Residence	Employer (if different than Bidder/Proposer)			
El Cajon, CA	N/A			
rest in the transaction				

10% Owner

Name	Title/Position			
Jack Gieffels	Secretary/Treasurer			
City and State of Residence	Employer (if different than Bidder/Proposer)			
El Cajon, CA	N/A			
Interest in the transaction				
10% Owner				

* 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 potice is grounds for Contract termination.

Austin Cameron, President

Print Name, Title

Signature

3-18-21

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Leg	al Name	DBA N/A		
TC Constr	ruction Company, Inc.			
Street Address City		State	Zip	
10540 Prospec	t Ave Santee	CA	92071	
Contact Person, Title		Phone	Fax	
Austin Can	neron, President	619-448-4560	619-448-3341	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.
- ** Directly or indirectly involved means pursuing the transaction by:
 - communicating or negotiating with City officers or employees.
 - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
 - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position		
Chad Cameron	Estimator		
City and State of Residence	Employer (if different than Bidder/Proposer)		
El Cajon, CA	N/A		

20% Owner

Title/Position			
General Superintendant			
Employer (if different than Bidder/Proposer)			
N/A			

* 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 a generation.

Austin Cameron, President

Print Name, Title

Signature

un

3-18-21

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)

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
Austin Cameron	President
Darren Tharp	Vice President
Jack Gieffels	Secretary/Treasurer
Terry Cameron	CEO

Chad Cameron-Estimator Robert Kostyrka-General Superintendant

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: TC Construction Company, Inc.							
Certified By	Austin Cameron	Title	President	-			
	Signature	Date	3-18-21	_			
<u>NOTE</u>	Providing false information may result in criminal prose	ecution or ad	ministrative sanctions.				

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 i X	ndicate if principal owner is se SUBCONTRACTOR	rving in the capacity	of subcontrac SUPPLIER	ctor , supplier, and/o	r manufacturer : MANUFACTURER	
Vu	NAME C Salazar Comm	unications	Vie	TITLI Salazar		
×	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
Sov	uthwest Signate	Tattic Signa	Ryar	TITLE Clark-P	resident 4 Gen	<u>era</u> l meinager
Υ κ ί	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
Fo	NAME Veless & Linton		Brand		ess-COO	
Ŕ	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
Sta	NAME Lewide stripe	3	David	TITLE d Brilhand	te-President	
Contract	or Name:	TC Con	struction C	company, Inc.		
Certified	By	Austin Cameron Name Signature			President 3-18-21	
		*USE ADDITIONAL	. FORMS AS NI	ECESSARY.		

256 | Page

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	
Proy allen Sluny Seal	Gay allen-a	Dhar
SUBCONTRACTOR SUBCONTRACTOR	JPPLIER	MANUFACTURER
NAME	TITLE	
Piperin Corporation	Craig Barry-	President
SUBCONTRACTOR SUBCONTRACTOR SUBCONTRACTOR	JPPLIER	MANUFACTURER
NAME	TITLE	
huline Technologies	Dominic Burtech	- Partner - Partner
	Julie Burtech	- Partner
	Salvado aquino	- Partner
SUBCONTRACTOR SUBCONTRACTOR	JPPLIER	MANUFACTURER
NAME	TITLE	
Old Castle Infrastructure	Eric Rhea - +	- Commercial Director
	i yet increan	
Contractor Name: TC Cons	truction Company, Inc.	
Certified By Austin Cameron	Title	President
Name		
Signature	Date	3-18-21
Signature		
*USE ADDITIONAL	FORMS AS NECESSARY.	
AC Water & Sewer Group 1052A		256 Page

Debarment and Suspension Certification – Subcontractors, Suppliers and Manufacturers (Rev. Jan 2021)

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.

Pleas	e indicate if prin SUBCONTF		serving in th	ne capac		subcontract PPLIER	or, suppli	i er, and/o	r manufacturer : MANUFACTURER
	(NAME		0				TITLE	E
	Paven	ent Re	cyclin	gzis	tem		ve (a han P	ncar eyler	non-Presider - Treasure
Ŕ	SUBCONTF	RACTOR			SUI	PPLIER			MANUFACTURER
Ĵ	urusalem T	DBA Mira	unai (Chera	x	aler	Ka	TITLE	-President
	SUBCONTE	RACTOR			SUI	PLIER			MANUFACTURER
		NAME						TITLE	
	SUBCONTE				SUI	PPLIER			MANUFACTURER
		NAME						TITLE	
Cont	ractor Name:			TCC	Const	ruction C	ompany	y, Inc.	
Certi	fied By _		Austin	Came	eron			tle	President 3-18-21
	-			Signature		ORMS AS N		ate	5-10-21

AC Water & Sewer Group 1052A Debarment and Suspension Certification – Subcontractors, Suppliers and Manufacturers (Rev. Jan 2021)

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 p	rincipal owner is serving ir ITRACTOR	the capacity o	f subcontractor , UPPLIER	supplier, and/or	manufacturer: MANUFACTURER	
Global	NAME Environment		Drake Michael	TITLE Muat - ttorner-	President Vice Presiden	
	ITRACTOR	SI	JPPLIER		MANUFACTURER	
Photo	NAME Geodetic		Micha	elTpg-	President	
	TRACTOR	🗌 ડા	JPPLIER		MANUFACTURER	
Michael	NAME Baker Intern	national	Brian I Dale Spi James M James P		resident/CEO EVP & COO -EVP & Corp S EVP & Treasi	acretai
SUBCON	TRACTOR	🗌 su	JPPLIER		MANUFACTURER	_
	NAME			TITLE		-
						-
Contractor Name: _		TC Cons	truction Com	pany, Inc.		_
Certified By	Austi	n Cameron		Title	President	-
	- Ca	Signature		Date	3-18-21	-
	*USE	ADDITIONAL	FORMS AS NECES	SARY.		

AC Water & Sewer Group 1052A Debarment and Suspension Certification – Subcontractors, Suppliers and Manufacturers (Rev. Jan 2021)

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.

Plea	se indicate if principal owner is s SUBCONTRACTOR	serving in the capacity o	f subcontract JPPLIER	or, supplier, and/or	manufacturer : MANUFACTURER
	NAME			TITLE	
	Draves Pipeline	2	Da	le Draves-	
	SUBCONTRACTOR	SU	JPPLIER		MANUFACTURER
	NAME			TITLE	
	SUBCONTRACTOR	SU	JPPLIER		MANUFACTURER
Berger Berger	NAME			TITLE	
					1
	SUBCONTRACTOR	su	IPPLIER		MANUFACTURER
	NAME			TITLE	
Cont	ractor Name:	TC Cons	truction Co	ompany, Inc.	
Certi	fied By	Austin Cameron		Title	President
		Signature		Date	3-18-21
		*USE ADDITIONAL I	FORMS AS NE	CESSARY.	
ACW	ater & Sewer Group 1052A				

AC Water & Sewer Group 1052A Debarment and Suspension Certification – Subcontractors, Suppliers and Manufacturers (Rev. Jan 2021) 256 | Page

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:

AC Water & Sewer Group 1052A

(Project Title)

as particularly described in said contract and identified as RFP No. **K-21-1987-MAC-3**; SAP No. (WBS) **B-19169**, **B-19166**; 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 ______, ______,

Ву:_____

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:

City of San Diego

Public Works Department CONSTRUCTION MANAGEMENT AND FIELD SERVICES

NOTICE OF MATERIALS TO BE USED

To:___

Date: _____, 20____

Resident Engineer

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 – CONTROL OF MATERIALS 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

ATTACHMENT J

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this ______ day of ______, 2021, by and between The City of San Diego [City], a municipal corporation, and "<u>TC Construction Company Inc</u>" [Design-Builder], for the purpose of designing and constructing the AC Water & Sewer Group 1052A (Project) in the total amount <u>Eight Million Four Hundred Fourty Six Thousand One Hundred Dollars (\$8,446,100.00)</u> which is comprised of the Base Proposal, consisting of an amount not to exceed <u>\$287,100.00</u> for Phase I, <u>\$6,115,500.00</u> for Phase II.

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

* n

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-21-1987-MAC-3** for **AC Water & Sewer Group 1052A**, 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 has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- 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. <u>Recitals and Attachments</u>. 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. <u>Contract Performance</u>. 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. <u>Attachments</u>. 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 2018 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2018 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 <u>§22.3102</u> authorizing such execution.

THE CITY OF SAN DIEGO

·i T

By:

Cindy Grocker Acting Deputy Director Engineering & Capital Projects

Date:

APPROVED AS TO FORM Mara W. Elliøtt, City Attorne WANDE Print Name: **Deputy City Attorney**

Date:

CONTRACTOR By

ameron Print Name:

Title:

Date:

87004773 City of San Diego License No.

State Contractor's License No.: 4024

AC Water & Sewer Group 1052A Attachment J – Design-Build Agreement (Rev. Sep. 2020)

-

City of San Diego

CITY CONTACT: <u>Celina Suarez</u>, <u>Contract Specialist</u>, <u>Email: CSuarez@sandiego.gov</u> <u>Phone No.</u> (619) 533-6678

ADDENDUM 1

PROPOSAL DOCUMENTS



FOR

MACC TASK NUMBER: 3

AC WATER & SEWER GROUP 1052A

RFQ No.:	K-17-1518-MAC-3
RFP NO.:	K-21-1987-MAC-3
SAP NO. (WBS/IO/CC):	B-19169, B-19166
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	8, 9
PROJECT TYPE:	КВ, ЈА

PROPOSALS DUE:

12:00 NOON MARCH 25, 2021

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/index.shtml



DEPUTY CITY ENGINEER

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

A AMMERIAHN ARIT

For City Engineer

3 Date

Seal:



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. Pg. 5 of the RFP, note 7. States 515 workings including PEP. Please clarify where there is any revegetation work required and if there is an actual need for a PEP on this project. This requirement is also mentioned on page 115, section 6-1.1 paragraph 3.
- A1. All disturbed landscape must be replaced in kind and established per section 801-6 of the Whitebook. Some of the areas that might trigger PEP could be lateral needs to be replaced that goes into revegetated private area.
- Q2. Pg. 15, section 12.4, last sentence states that the EOCP score will be added to DB's cumulative score. Please clarify if there will be scoring applied by EOCP?
- A2. Yes, per the solicitation, Instructions to Proposers and General Conditions, section 12.4., 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.
- Q3. Pg. 26, section 2.7.6. Please clarify the requirement for investigation and monitoring of hazardous materials. What is the City's expectation for the level of effort for satisfying this task?
- A3. It's the full responsibility of the Design-Builders to do their own review. All information can be found using the Geotracker website, you can also refer to the available data in the bridging documents such as potential LUST and Envirostor cases in the project area, also available geotechnical report in the area. It is the full responsibility of the Design-Builder to investigate and make sure these cases are accurate and updated and if there is any other kind of Hazardous materials. Please

refer to the section 5-15 in Whitebook for full guidelines if such an issue is encountered. If areas continuing hazardous materials are identified, the design builder shall take this into account in the development of this task proposal.

- Q4. Also in regards to the hazardous materials, there currently are no bid items for handling and disposal of hazardous or petroleum contaminated materials. Is hazardous groundwater and or soil expected to be encountered? If so, please confirm this will be handled as a change order or thru the City contingency line item.
- A4. This is not intended to be a change order. Handling and disposal of hazardous materials, if required, should be included in the DB price. Please refer to City's response on Q3.
- Q5. Pg. 26, section 2.7.13. Please clarify what the project phasing is and how many phases there are.
- A5. This will be proposed by Design-Builder in this task proposal.
- Q6. Pg. 35, section 18. Please clarify if a corrosion survey report is necessary for this project.
- A6. It's the full responsibility of the Design-Builder to investigate, do their own review and determine if the corrosion survey report is needed, the design builder shall take this into account in the development of this task proposal.
- Q7. Pg. 68, section 38.2. There are several mentionings of conforming with Union requirements. Please clarify what/why "design builder shall conform to Union requirements" if the DB is a non-union contractor.
- A7. Please disregard references to union requirements. Union requirements do not apply to this contract.
- Q8. Same section as above, please clarify why if the contractor elects to work Saturdays and Sundays why the City would count that as a working day? Working on a Saturday or Sunday is typically reserved for accelerating a schedule or catching up when behind on schedule. It costs the contractor overtime costs. This would defeat the point of paying extra to work on a weekend to make up lost time.

- A8. Working on Saturdays and Sundays can be triggered for all the scope to meet the schedule. Working on Saturdays and Sundays can be approved on case by case basis. If the traffic control plans permit weekend work the Designer Builder shall submit a request for modified working hours to the Engineer for review and approval. This modification can be rescinded at any time if deemed necessary by the City. Design Builder shall take into account this in the development of the project schedule and this task proposal.
- Q9. Pg. 72, section 43.3 Please confirm the requirement to pothole at 60% design phase. Past MACC projects have not allowed any field work to commence until there are signed plans.
- A9. This section refers to the potholing during the design portion of the design build contract. The Design-Builder is responsible to do their own survey, review and search all required as-built drawings, verify field conditions, and for potholing all existing utilities to check for conflicts at early stages of design, as necessary to their design. Design Builders to take into account this in the development of this task proposal.
- Q10. Pg. 74, section 43.21 Please confirm the requirement to submit an SOV with the proposal. This has not been required on past MACC projects at the RFP stage. This is also mentioned in page 7-2.1.1.
- A10. Confirmed. Per the solicitation, Attachment A, section 43.21, The Proposer [is] to submit SOV as part of the proposal.
- Q11. Pg. 90, section 2-2.2 Please confirm that bid item #7 will be used to cover these costs.
- A11. Confirmed.
- Q12. Pg. 231, item 8. Says 5 points for reference for checks. All firms have already been vetted and shortlisted. Please confirm you want references to be submitted and that this will be part of the scoring.
- A12. Confirmed.
- Q13. Has any outreach been performed yet with the homeowners for the replumb agreements?
- A13. No.
- Q14. MH6 is projected to have a depth less than 2 feet. Would a cleanout be acceptable in place of a manhole?
- A14. Design- Builder to propose and take into account any design changes that they see appropriate or needed in the development of this task proposal. Any design changes can be approved case by case basis during the design portion of the design build contract.
- Q15. Is there information available regarding the upstream invert elevation of FSN 107724? As-built 10124-D was not provided in the bridging documents and the as-builts provided for Yama Street do not include the profile for this main.
- A15. Please refer to As-built 37589-D in the Bridging Document for information about FSN#107724. The Design-Builder shall perform as-built research and obtain any required additional as-built, record drawings beyond what has been provided by the City.
- Q16. There is a lateral on P11 that is not called out as a replumb in the sewer pre-design map. Should this lateral be considered as a replumb or is this lateral to be removed?
- A16. Refer to Pg. 23, Section 1.6. It the responsibility of the Design-Builder to identify any other possible alternatives or cost savings to the original concept for the sewer and replumbing work involved at this location. Please note that the replumb alignments shown on both alternatives are preliminary in nature. Also, It's the full responsibility of the Designbuilder during the design phase of this Design-Build contract to investigate, do their own survey and verify field conditions, to include all laterals and services (beyond what's shown on the pre-design map) and to make sure all laterals in this project that need to be replumed or connected to a new sewer main are accounted for in the design.
- Q17. Why are the laterals on 43rd Street identified as replumbs in the sewer pre-design map? Are they just reconnects to the new parallel main?
- A17. Refer to City's response on question 16.
- Q18. The 4" water main identified for abandonment at the intersection of Woden St and Dalbergia St is shown to have two service connections. Have these services been connected to a new main/service? Also, please confirm that the hydrant will remain in place.

- A18. The subject Hydrant to stay in place, the services were previously privatized and connected to an existing water main.
- Q19. Is there a reason that the 16" AC main on Vesta St between Main St and Dalbergia St is not included in the scope of the project?
- A19. It's part of another project. Refer to Attachment 25 Coordination Map.
- Q20. Will the right-of-way survey shown in the resurfacing plans be provided to the Design-Builder?
- A20. It's the full responsibility of the Design-Builder to provide their own survey.
- Q21. Portions of the resurfacing plans call for 6' edge milling with an AC overlay. This is no longer the City standard, it has changed to full width milling and either a 2" or 3" inlay. Please confirm what is to be included in our bid.
- A21. Full width of cold milling is required. This will be corrected in the bridging documents.
- Q22. Are there any linings or coatings required on the new sewer manholes?
- A22. Please refer to the City of San Diego Sewer Design Guidelines.
- Q23. Is nightwork required on Main St. due to the adjacent military property and high traffic volume?
- A23. Nightwork can be approved on case by case basis. If the traffic control plans permit nightwork, the Designer Builder shall submit a request for modified working hours to the Engineer for review and approval. This modification can be rescinded at any time if deemed necessary by the City. Design Builder shall take into account this in the development of the project schedule and this task proposal.
- Q24. Cal Trans manual document, section 603.6 that was provided in bridging docs folder #14 states that "Underground installations within highway right-of-way must be performed using a trenchless technology method". The replace in place portion of 16" on Vesta St that crosses beneath the I5 freeway can be installed via open cut. Trenchless method is not necessary in this circumstance. Please confirm if a trenchless method is required for this portion of work.
- A24. Design and Construction means, and methods are to be discussed in the proposal taking into account all restrictions, requirements and permits required by any other Agencies. The Design-Builder shall also apply for and secure any applicable permits from Caltrans for any work to complete the design and construction of the project.
- Q25. Cal Trans manual document, Section 602.7B that was provided in bridging docs folder #15 mentions requirements for installing utilities on bridges. This section has been highlighted in yellow. What was the

purpose of providing this document and highlighting this section in yellow? The pre-design maps do not call out any new or replacement of mains that are on or within a bridge. Please confirm if there is any scope of work that this spec applies to.

- A25. This is provided for any portion of work that falls under the bridge. It's the Design-Builder's responsibility to see if it applies to their design or not.
- Q26. There is currently an overhead undergrounding project on Vesta Street, will that project be overlaying or slurry sealing the street? Will this cause a resurfacing moratorium for 1052A?
- A26. The limits of resurfacing are shown on the resurfacing sheets. In the development of this task proposal and project schedule, please refer to the project Coordination Map #25 that reflects the adjacent projects as of 8/20/2020. The dates shown on the attached map are approximate dates. The Design-Builder shall coordinate with any projects as more accurate dates become known during the design and construction of the project. If any moratorium issues resulting from other projects, the City's project management team will resolve them. When preparing your proposal, take this into account and bid according to the contract documents.

C. CHANGES TO THE REQUEST FOR PROPOSAL

1. To Item 11, Selection and Award Schedule, Subitem 11.1., Subitem 11.1.1., 11.1.2., and 11.1.3., page 6, **DELETE** in their entirety and **SUBSTITUTE** with:

11.1.1.	Proposal Due Date	MARCH 25, 2021
11.1.2.	Selection and Notification	APRIL 22, 2021
11.1.3.	Limited Notice to Proceed	JUNE 24, 2021

- 2. To Attachment A, Project Description, Scope of Work, Technical Specifications and Bridging Documents, Item 38, Traffic Control, Subitem 38.2., page 68, DELETE in its entirety and SUBSTITUTE with the following:
 - **38.2.** Work must be completed by 515 working days. To meet this schedule, the design-builder has the option to use Saturdays and Sundays and also night work hours (such as 7:00 p.m. to

3:00 a.m., 9:00 p.m. to 5:00 a.m., or other adjusted night hours based on City approval). The design-builder shall identify in their first schedule submitted to the City of San Diego the selection of their hours to allow advanced notice for the City of San Diego to mobilize staff for inspection and quality control. During the contract, any changes to this must be given to the City at least one week in advance. Regarding weekend and extended hours work beyond normal work hours, refer to Sections 1-2 of the SSP. If Saturdays, Sundays, and/or nights are used, they shall be counted as working days.

The design-builder shall be responsible for applying for and obtaining any permits, including a noise abatement permit, to do the work at night. All costs for obtaining approval for night work, and to perform the work at night, shall be included in the lump sum cost bid for Construction. The Contractor shall not have 2 shifts in a row with the same crew personnel.

3. To Attachment A, Project Description, Scope of Work, Technical Specifications and Bridging Documents, Item 42, Bridging Documents, Subitem 22, Street Resurfacing Recommendations, page 72, **DELETE** in its entirety and **SUBSTITUTE** with Subitem 22, Street Resurfacing Recommendations in the link provided below.

https://drive.google.com/drive/folders/1W4AzLsSfRsc6G2wVTJ5ziN3d91KuO14x

James Nagelvoort, Director Engineering & Capital Projects Department

Dated: *March 12, 2021* San Diego, California

JN/AJ/wf

The City of SAN DIEGO

TECHNICAL PROPOSAL AC Water & Sewer Group 1052A MACC Task Number 03 | K-21-1987-MAC-3

March 25, 2021





In partnership with

Michael Baker

Submitted to: City of San Diego | Public Works Contracts 1010 Second Avenue | 14th Floor, MS 614C San Diego, CA 92101



TABLE OF CONTENTS

1.	Addenda and Exceptions to this RFP	2
2.	Subcontracting Participation Percentages	2
3.	Summary of Proposal	3
4.	Project Team	5
5.	Technical Approach & Design Concept	12
6.	Construction Plan	24
7.	Project Schedule	34
8.	References	36



TC CONSTRUCTION COMPANY, INC.

Company Name

CORPORATION (INDEPENDENT, NON-SUBSIDIARY)

Legal Form of Entity

1977 *Year of Establishment:*

10540 PROSPECT AVENUE, SANTEE, CA 92071 (MAIN OFFICE) Address

AUSTIN CAMERON, PRESIDENT

ACAMERON@TCINCSD.COM, (619) 448-4560, EXT. 117 Contact Information

243

Employees in SD County

- City of San Diego Business License Number: B1987004773, exp. date 3/31/22
- State Contractor's License Number: 402459, exp. date 4/30/21, Classifications A and C21
- Professional Engineering/Architect License Number: CA 38217, exp. date 3/31/23

Applicable Licenses



1. ADDENDA AND EXCEPTIONS TO THE RFP

TC Construction Company (TC) is in receipt of the following addenda to this Request for Proposal (RFP): Addendum Number 1, dated March 12, 2021.

EXCEPTIONS TO THE RFP

TC does not take exception to this RFP, addenda or the draft agreement.

Authorized Signature

Austin Cameron, President TC Construction Company, Inc.

2. SUBCONTRACTING PARTICIPATION PERCENTAGES

The TC Construction Company, Inc. and Michael Baker International Design-Build Team (TCDB) will meet or exceed the mandatory minimum subcontractor participation percentages established by the City of San Diego (City) for this Project. We have partnered with many local ELBE/SLBE and DVBE certified firms to achieve this goal and to unequivocally demonstrate our commitment to equal opportunity subcontracting.

SUMMARY OF S	UBCONTRA	CTING PARTIC	CIPATION PE	RCENTAGES
Services	SLBE	ELBE	DVBE	Total
Design Services ¹	1.7%	2.0%	.04%	4.1%
Construction Services ²	7.5%	11.7%	3.2%	22.4%

¹ Percentages shown relative to proposed design service budget in the bid form.

² Percentages shown relative to proposed construction services budget in the bid form.





3. SUMMARY OF PROPOSAL 3.1 Overview

San Diego (City) is a vibrant city with opportunities for enhancements in the coming years. The City is in need of our team to continue assisting with the design and construction of capital improvement projects. The AC Water and Sewer Group 1052A Task Order is vital to maintain the quality and reliability of the infrastructure serving the community. The success of the project depends on a design-build team to protect the City's interests, take ownership of the job, and ensure work is completed safely, on time, and on budget, and in line with City engineering and construction standards of practice. We have proven success with the City.

As it has on past project efforts, the City directly benefits from the experience of TC and our lead design partner, Michael Baker International (Michael Baker). We have delivered the City water and pipeline improvement projects for decades and much longer than any other team. The synergy between our team and City staff enables fluent communication and leverages lessons learned, to promote full engagement project delivery. The combined team routinely identifies and resolves key issues and value-added solutions early; helping meet budget and schedule and quality goals, with a smooth and continuous transition between design to construction.

The TC Construction Design Build (TCDB) Team understands this project. We know how to protect the safety of the public water supply, soils conditions, traffic patterns and residential elements through our team's broad portfolio of success delivering many nearby and very similar projects overcoming the same challenges. In this proposal, we have, coupled our team's insight with information provided in the bridging documents and through discussions with City staff to propose a successful and cost-effective approach that delivers this project and promotes continuous improvement of the infrastructure delivery program.

LOCAL PROJECT MANAGEMENT EMPHASIZES COMMUNICATION, VALUE AND QUALITY

Austin Cameron will lead our experienced team, as Project Manager and will oversee all members of the team. He has served as the Project Manager for many of the City's successful design-build projects. Austin will leverage his 25 years of experience to oversee all members of the team. **John Harris, PE, CQM,** will serve as the Design Manager and will manage day-to-day design tasks. His 40 years of experience promotes smooth teamwork and effective QA/QC. Austin and John have worked together on Design Build projects for more than 19 years and have been actively involved with the City's MACC Pipeline Replacement Program since its inception. Through the completion of numerous MACC task orders, we have developed a number of lessons learned that will be integrated into this project to ensure successful delivery. Weekly team meetings with the





design build team and progress meetings with City staff have been instrumental to maintain communication, address outstanding items, and avoid delays to long-leads items. Tracking design deliveribles and schedule milestones are also key project management items we will implement to keep this project on track.

Through the years, Austin and John have **established working relationships with City staff and key stakeholders** and gained **an intimate knowledge of the projects and potential issues.** John and Austin will be supported by the **same teaming partners** we've worked with on several other City group jobs and the past seven City MACC projects, four of which are completed and three are in progress. This qualified pool of staff can perform a variety of functions, which gives us the flexibility to bring in the right person, at the right time, in the most cost-effective manner.

The TCDB Team Knows The City of San Diego

No other team knows your design build projects better than the TCDB Team. We have been working together with the City for

42 years,

providing a vast array of construction, design, planning, engineering, and architectural services.

DESIGN/CONSTRUCTION METHODS AND CHALLENGES

We have identified the following essential design considerations to ensure the project is completed on time and to the satisfaction of all City Departments involved with the project:

- Developing **detailed phasing plans** and local access management plans to reduce community impact.
- **Coordination with homeowners** will be of paramount importance to ensure improvements are made to each property owners' satisfaction.
- Recognition of any long lead time approval items, such as design deviation approvals or Division of Drinking Water waivers.
- Developing a **proactive traffic management plan** with consideration to transit stops.
- Securing **pre-construction approvals** for materials, staging areas and permits to expedite the work as soon as the design process is complete.
- Providing an **efficient construction team** to work quickly in each of the project areas and move on to the next.
- Providing clear communication to all subcontractors, vendors and material suppliers to keep all team members on schedule.
- Performing **asbestos pipe abatement** as an added step toward the safety of our workers and the residents.

TC Construction and Michael Baker

A Trusted Local Team Emphasizing Communication, Value and Quality

A 20+ year relationship that has successfully put over

\$100 million of local infrastructure

in place in San Diego County.





4. PROJECT TEAM

The TCDB Team has the outstanding qualities necessary to provide the design and construction services needed to complete this project. Below is our organizational chart outlining roles of our key personnel.



The City of TECHNICAL PROPOSAL SAN AC Water & Sewer Group 1052A | MACC Task Number 03 | K-21-1987-MAC-3

4.1 Changes to Key Personnel

Kyle Wood, PE, has replaced Karl Meier as Project Engineer, Ryan Chibidakis, EIT, has replaced Kyle Wood as Design Engineer, Brian Oliver, PE, has replaced Robert Gehrke for ADA Accessibility, and Paul Goebel, PLS, has replaced Kris Scott as Design Surveyor.

Key Personnel	

Brief resumes demonstrating just a sampling of our key personnel's relevant experience is included in this section.

AUSTIN CAMERON (TC)	DESIGN-BUILD PROJECT MANAGER
Years of Experience: 25 Certifications/Registrations CA Contractors License, #402459 AGC Construction Supervisor OSHA	Austin will act as the TCDB Team liaison to ensure that the City's needs and expectations are clearly understood and communicated to the project team. He will provide oversight to the team and facilitate the building of relationships between all parties, foster the growth of the MACC program and encourage direct client-consultant communication. Austin will ensure our team has the resources necessary to provide
Certified Competent Person, Confined Space Awareness, 10-Hour Certified Construction Safety and Health	 the City with the best project value. Responsibilities include: Overall management supervision of the TCDB Team Contract negotiations with the City and the design and construction team Draiset mestar scheduling and hudgeting
Education: BA, Business Administration	 Project master scheduling and budgeting Cost estimating Value engineering Attend regularly scheduled meetings with the design team
"The TC and Michael Baker team are good communicators and are transparent with any changes with the plans." — Sarah Chavez CITY OF SAN DIEGO	 Operational, logistical, and constructability reviews Construction phasing and staging Design drawing review Performance of subcontractors and equipment suppliers Conformance to project specifications Coordination with affected communities, agencies, and utility services

Qualifications: 25 years of experience managing the construction of water and wastewater pipeline projects, as well as integrating the efforts of design and construction professionals for the efficient and successful delivery of design-build infrastructure improvement projects. *Austin's project experience includes:*

- City of San Diego MACC TO 1: Group Job 946 and 949
- City of San Diego Otay II Pipeline N. Encanto 42-inch Water Main Replacement
- City of San Diego Crown Point Trunk Sewer
- City of San Diego Alvarado Trunk Sewer, Phase 3A, Design-Build



ELAN SCHIER (TC)

The City of

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Years of Experience: 17

Certifications/Registrations AGC Construction Supervisor; Certificate of Training in SWPP, Managing Delays, Acceleration and Inefficiency; SSPWC Greenbook Principles; City of San Diego Traffic Control Plan Preparation; Primavera Planning/Scheduling

CONSTRUCTION MANAGER

Elan will be the main point of contact between the City and the TCDB Team. He will lead and manage daily planning and execution of all construction field work.

Responsibilities include:

- Maintaining on-site records as required
- Managing control of pipeline installation while monitoring the completed work for compliance with the contract drawings, including specifications

Qualifications: Experience with all materials and systems included in the construction of this project, including PVC, steel and ductile iron water mains, complicated highline systems, force main and gravity sewer systems, structural and surface demolition, pressure reducing stations, and large diameter storm drain facilities. He has worked with nearly every major municipality in San Diego County and is familiar with all major specification manuals concerning underground construction.

Elan's project experience includes:

- City of San Diego MACC TO 1: Group Job 946 and 949 •
- City of San Diego Alvarado Trunk Sewer, Phase 3A, Design-Build
- City of San Diego Famosa Accelerated Water & Sewer Replacement •
- City of San Diego Water Group Job 909 •
- City of Chula Vista Eastlake Parkway Sewer Connection •
- City of San Diego Otay II Pipeline North Encanto Replacement

BOBBY KOSTYRKA (TC)	GENERAL SUPERINTENDENT, QA/QC, SWPP Supervisor	
Years of Experience: 20 Certifications/Registrations AGC Construction Supervisor, Construction Law, PM; OSHA, Certified Competent Person, Confined Space Awareness, OSHA 10 Hour; QSP Certified; SWPP Certified	 QA/QC for all field work Leading/managing the SWPP 	

Qualifications: Experience includes work with HDPE, concrete, steel and PVC water mains; and large diameter storm drain facilities. He has worked with the City of San Diego and numerous other municipal agencies throughout San Diego County.

Bobby's project experience includes:

- City of San Diego MACC TO 1: Group Job 946 and 949 •
- City of San Diego Alvarado Trunk Sewer, Phase 3A, Design-Build •
- City of San Diego Water and Sewer Group Jobs 909, 781, Famosa Accelerated
- City of San Diego Water 42" CMLC Otay II Pipeline •
- Helix Water District 48" CMLC Pipeline



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JOHN KISER (TC)		SAFETY SUPERVISOR	
	Years of Experience: 25 Certifications/Registrations OSHA 10 Hour and 30 Hour Construction Safety and Health; OSHA 40 Hour Safety Training EM385-1-1; CPR/ First Aid Training; AGC Safety Training Fall Protection and Prevention		
	Qualifications: Experience includes, underground water, sewer, and storm drain pipelines and systems, concrete structures, as well as projects requiring complex shoring systems. His construction experience affords an awareness of diverse hazard conditions, the ability to		

recognize potential safety issues, and, to provide on-the-job and classroom training for construction personnel. John's project experience includes:

- City of San Diego MACC TO 1: Group Job 946 and 949
- City of San Diego Alvarado Trunk Sewer, Phase 3A, Design-Build •
- City of San Diego Water and Sewer Group Jobs 909, 781, Famosa Accelerated •
- City of San Diego Water 42" CMLC Otay II Pipeline
- Helix Water District 48" CMLC Pipeline

JOHN HARRIS, PE, CQM (Michael Baker)	DESIGN MANAGER
Years of Experience: 43 Certifications/Registrations Civil Engineer, CA, 38217 Education: MS/BS, Civil Engineering Design-Build Workshop, 2008, EGCA	 John will lead the engineering design efforts and be involved in project meetings with the City and TC throughout both the design and construction phases. Responsibilities include: Overall responsibility for all design work Review of design Coordination of design services with TC's construction team Corporate liaison between Michael Baker and TC Active engagement with design team throughout all phases

Qualifications: Experience includes system evaluation, design, construction management, value engineering, economic analysis, environmental documentation, and permit preparation and processing. John's project experience includes:

- City of San Diego La Jolla Scenic Drive Pipeline Project •
- City of San Diego MACC TO 1: Group Job 946 and 949 •
- City of San Diego Alvarado Trunk Sewer, Phase 3A, Design-Build •
- City of San Diego Water Group 554 and 555 Design-Build Projects •
- City of San Diego South Mission Valley Trunk Sewer Replacement
- City of San Diego Harbor Drive and Lindbergh Field CIP Replacement •
- City of San Diego Sewer and AC Water Group 778
- City of San Diego Black Mountain Road Water Pipeline Design-Build



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KYLE WOOD, PE (Michael Baker)	PROJECT ENGINEER
Years of Experience: 10 Certifications/Registrations Civil Engineer, CA 87275 Education: BS, Civil Engineering	 Kyle will provide design support and ensure that Facility Design Guidelines are upheld in the design process. He will also work with the City and TC throughout the design and construction processes. Responsibilities include: Coordinating with utility companies during the plan check process to identify any conflicts Manage day-to-day design activities Coordinating with TC and design subconsultants
 Coordinating with TC and design subconsultants Interface with City Public Works and PUD staff Qualifications: Experience in sewer and storm drain inspections and evaluations. Mr. Woo works closely with Michael Baker's pipeline assessment group in sewer and storm drain database management, pipeline assessment, pipeline repair and cost estimating. He has evaluated and reviewed over 100 miles of sewer and storm drain pipelines. <i>Kyle's project experience includes:</i> City of San Diego La Jolla Scenic Drive Pipeline Project Rancho California Water District, Sewer Video Survey and Condition Assessment City of Avalon, Sewer Collection System Rehabilitation and Repair Program City of San Diego Sewer and AC Water Group 778 City of San Diego Sorrento Mesa Recycled Water Pipeline Extension City of El Cajon, CMP Storm Drain Pipe CCTV Inspection/ Condition Assessment 	
RYAN CHIBIDAKIS, EIT (Michael Baker)	DESIGN ENGINEER

(WIICHAEL DAKEL)		
Years of Experience: 2 Certifications/Registrations Engineer-In-Training 166204	Ryan will provide design support and ensure that Facility Design Guidelines are upheld in the design process. He will also work with the City and TC throughout the design and construction processes.	
Education:	Responsibilities include:	
BS, Civil Engineering	 Design development including plan and profile alignments, pipeline calculations, separation criteria, surface restoration, and project phasing Coordinate with the City and TC on design changes and comment resolution Update and maintain schedule for design submittals 	
Qualifications: Mr. Chibidakis' leadership and background with rail and transportation		

projects are an asset for interdisciplinary coordination required as a component of all water projects.

Ryan's project experience includes:

- City of San Diego AC Water and Sewer Design Build Projects •
- City of San Diego Water and Sewer Job 1053



CARLOS MENDOZA, PE QSD (Michael Baker)

Years of Experience: 28

Certifications/Registrations CA, Professional Engineer -Civil, 2001, 60470

Education: B.S., Hydrology and Water Resources, University of Arizona

Graduate Strudies, Civil Engineering, SDSU

QA/QC

Carlos is a higly experienced wet utility designer and leader in Design-Build pipeline project delivery. His experience includes nine years in public service; he understands client challenges and team solutions. His design-build (DB) leadership includes presentations at ASCE Pipeline, SD Chapter and WEFTEC National Conference on Progressive-Design-Build (PDB). Carlos managed eleven projects that won awards at the local, regional, and national level of ASCE and APWA, seven of them for the City.

Responsibilities include:

- Design review
- Leading and managing the QA/QC process
- Coordination of design services with TC's construction team

MBA Business Administration, California State University, San Marcos

Carlos' project experience includes:

- City of San Diego As-Needed Engineering Services
- City of San Diego Sewer and AC Water Group 778
- City of San Diego Water and Sewer Group Jobs 790, 921, 922, 925, Catalina Pipeline
- City of San Diego La Jolla Country Club Reservoir and Pump Station
- City of San Diego La Jolla Scenic Drive Water & Sewer Pipeline
- City of San Diego 48-Inch to Dual 42-Inch Siphon Harbor Dr. Emergency Sewer Rehab
- Vallecitos Water District. Linda Vista East Trunk Sewer Upsize and Realignment

NEVA COBIAN (Michael Baker)	PERMITTING
Years of Experience: 31	Neva will be responsible for project coordination and
Certifications/Registrations	processing of permitting through the City.
Professional Land Surveyor, CA	Responsibilities include:
Education:	• Preparation of submittal packages for the City, MTS, and
Coursework, Boundary	any third party utilities
Control/Geodetic Survey	 Processing plans

Qualifications: Experience includes overseeing the preparation of submittal packages for improvement plans, grading plans, and building plans and submitting these projects through various government agencies, including the City of San Diego, Caltrans, and the County of San Diego. *Neva's project experience includes:*

- City of San Diego 69th and Mohawk Pump Station and Pipelines
- City of San Diego MACC TO 1: Group Job 946 and 949
- Padre Dam ESA Secondary Connection, 3 Caltrans Enchroachment Permits Processed





COMMITTED KEY SUBCONTRACTORS AND SUBCONSULTANTS

Our clients have come to understand that we will meet our goals by contracting with firms who provide significant contributions to their projects. Supporting our team, providing these specific services, will be the following firms:

Vic Salazar Communications (VSC) is where leaders in San Diego turn to for Public Relations expertise. The firm develops and services community outreach campaigns for Fortune 500 companies, small businesses, non-profit organizations and government entities and has become the firm of choice for engineering and design firms to manage community outreach for public works projects. Vic Salazar Communications is experienced in fulfilling the scope of work for community outreach for this project. The firm is currently providing community outreach services for many of the City's biggest water and/or sewer pipeline replacement projects.

Global Environmental Network, Inc. (GENI) has been offering a broad range of environmental, health, safety and industrial hygiene services for over 21 years. Their staff is comprised of Certified Industrial Hygienists, Certified Asbestos Consultants, Lead Inspectors, Safety Specialists & Auditors, Geologists, Civil / Environmental Engineers, and Highly Skilled EH&S Instructors. GENI's team of stormwater specialists provides Storm Water Pollution Prevention Plans (SWPPP) QSD / QSP Services and training for a myriad of project types.

Photo Geodetic Corporation (Photo Geodetic) As an SLBE contractor Photo Geodetic is in compliance with the City's goal of promoting equal employment and subcontracting opportunities. With these certifications and our dedication to serving our community Photo Geodetic can help your company with securing contracts with your local City, County and State Agencies.





Environmental

California Certified DVBE



Cityof San Diego Certified SLBE

OTHER SUBCONTRACTORS GIVEN THE OPPORTUNITY TO JOIN OUR TEAM		
YBS Concrete	Payco Specialities	
PAL General Engineering	Pavement Coatings Co.	
G Scott Asphalt	Precision Striping	
Alvarez and Shaw	Maxim Construction	
R&C Structures		



5. TECHNICAL APPROACH AND DESIGN CONCEPT 5.1 Proposed Design Concept

Installation of potable water mains and sewer mains within well-developed areas of the City requires a coordinated plan to address the major technical elements associated with the project. The scope of work for AC Water and Sewer Group 1052A will require this work to be performed in primarily residential zones, adding the challenge of coordinating construction to minimize impacts to the local community. Furthermore, the design-build delivery method selected for this project will facilitate the necessary coordination among disciplines to ensure a successful project.

We have learned a number of lessons from previous projects involving installation of both water and sewer within the same street. First among these lessons is that design for the entire project should be completed fully before the project moves to construction. Phasing of design in pursuit of "piecemeal" plan approvals leads to more reviews from City staff and outside agencies. This allows the possibility of changing staff to lead to inconsistent comments or direction and ultimately may hinder construction. We intend to utilize our experience with City staff and understanding of their needs and preferences to anticipate potential review comments and mitigate them prior to the 60% and final submittals. Our design schedule includes a Concept Design Workshop with City staff and interested stakeholders to gather concensus on the design prior to moving forward to the 60% stage of the project. Cooperative understanding of the project is vital for maintaining schedule and minimizing scope changes.

Another lesson learned is that tailgate constructability reviews during the 60% design preparation process are a necessity to ensure that the design team and construction team fully understand conflicts and design issues that will impact construction. The design team will meet with Superintendent Bobby Kostyrka and his team in the field to go over these items and identify any items that may impact project schedule. A recent tailgate meeting for the Rancho Peñasquitos Improvements I project allowed the team to identify constructability challenges and identify solutions.

We have identified a number of design elements and challenges for installation of the water and sewer mains. The following sections will detail some of the key challenges and our solutions.

The TCDB team will engage in tailgate constructability reviews during the 60% design preparation process to ensure that the design team and construction team fully understand conflicts and design issues that may impact construction.

5.1.1 Pipeline Alignment, Sizes and Locations of Appurtenances

Water

The City of

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Approximately 9,473 linear feet (LF) of water main will be constructed as noted in the RFP. The work to be done will include replacement in-place of 4", 6", 8", 10", 12" and 16" asbestos-cement pipe (ACP) with 12" and 16" polyvinyl-chloride (PVC) pipe. Additionally,1,878 linear feet of 4", 6", 12" and 16" ACP mains will be abandoned. All water main improvements will be designed in accordance with the City of San Diego Facility Design Guidelines manual, approved materials list, the 2018 City of San Diego Standard Drawings for Public Works Construction and the 2018 City of San Diego Whitebook.





Fire Hydrants

Current fire hydrant spacing does not comply with City design standards. In order to meet the standard of 350 feet spacing within the commercial zone on Main Street, a minimum of 5 new fire hydrants will need to be installed and one hydrant will be relocated. Figure 1 indicates locations that have been identified as potential new fire hydrant locations.



Air Valves and Blow Offs

Air valves and blow offs will be installed at high points and low points throughout the alignment per standards delineated in Section 3.5.2 of the City of San Diego Facility Design Guide. 2" air valves and 4" blow offs will be installed on the new 16" water main on Main Street. Fire hydrants and services will not serve as substitutes for air valves and blow offs at high points and low points, respectively.

Sewer

Sewer replacement will be performed on approximately 2,315 LF of existing sewer main as noted in the RFP. All sewer improvements will be designed in accordance with the City's sewer design manual, approved materials list and 2018 City of San Diego's Standard Drawings for Public Works Construction.

New SDR 35 pipe is proposed for the sewer main installations, though depth of cover and pipe loading will be evaluated in each situation to confirm this strength classification. Pipe bedding will





be 3/8-inch rock throughout the pipe zone and if groundwater is present, the pipe zone shall be dewatered and encased in filter fabric.

Yama Street Alternatives

Two alternatives have been provided in the bridging documents for the sewer configuration at the Yama Street cul-de-sac and the surrounding street and alleys. Both alternatives would involve abandonment of existing sewers, replumbs, and installation of new pipe.

Alternative A would require redirection of flow through the alley east of Yama Street to Cottonwood Street around the block to Yama Street where it would connect into an existing manhole. This alternative would potentially require 6 replumbs depending on the depth of the existing laterals at the property lines. The sewer in the alley would require a depth of less than 4'. Our approach would be to install concrete encased VC pipe to ensure that the pipe can withstand live loading, though SDR-26 PVC pipe will be evaluated to determine if that is a viable alternative. A design deviation will be submitted to PUD for the shallow sewer.

Alternative B would include installation of new main on Yama Street and abandonment of the existing mains on Yama Street and in the nearby alleys. This alternative would potentially require 8 replumbs including 4 replumbs to the existing 8" PVC pipe on Osborn Street.

Alternative A is the preferred alternative as it would impact fewer residents in the area. We will work with the City to ensure that this alternative is in line with the interests of the Public Works and Public Utilities Departments as well as City operators.

Trenchless/Rehabilitation

Nearly 310 LF of 12-inch sewer will be rehabilitated within easements through private property. All rehabilitation work will be performed in accordance with Section 500 of the WHITEBOOK. CCTV inspections will be used to determine the extent of the repair work and if any external point repairs are necessary. The process used to rehab the existing mains will be CIPP.

Abandonment

Approximately 1,000 LF of existing 6" and 8" mains will be abandoned in conjunction with the sewer replacement work. Approximately 715 LF of 6" vitrified clay (VC) pipe will be abandoned on 43^{rd} Street. The pipe will be relocated to the westerly side of the street and maintain a similar depth. The realignment of the sewer will create over 10' of separation from the water main that will also be replaced by this project. The remaining abandonment work will be performed as part of the alternatives described above.

5.1.2 Locations where Water, Sewer, Storm Drain Separation Will Not be Met

The California Water Resources Control Board Department of Drinking Water (DDW) and the City require that new water mains are to be constructed a minimum of 10-feet horizontally (measured from outside of pipe to outside of pipe) from any parallel pipeline conveying non-potable flow. However, the DDW will review design plans on a case-by-case basis that show a new water main to be constructed less than 10-feet but greater than 4-feet from a parallel pipeline conveying storm drainage or sewage provided the new water main is constructed with alternate



TECHNICAL PROPOSAL AC Water & Sewer Group 1052A | MACC Task Number 03 | K-21-1987-MAC-3

construction criteria, such as using DR 14 rated pipe. We understand that the City requires such designs to receive approval from DDW before being allowed to be constructed on any project and TCDB Team has been successful in receiving such approvals in the past.

Based on available as-built information, several of the parallel water and sewer mains were installed 10 feet center line to center line. This does not meet current standards for separation, which requires 10 feet minimum between the outside of each pipe. Below is a table of locations that we anticipate will require a waiver from DDW and the special design that will be required to mitigate any concerns.

Street	Water Main Diameter (in)	Separation from Sewer (ft)	Footage of Parallel Main	Solution					
40 th Street	8	9	370	Install Class 305 pipe and obtain DDW waiver					
Yama Street	8	Assumed <10 based on width and number of utilities in roadway	150	Install Class 305 pipe, SDR-26 sewer pipe, and obtain DDW waiver					
Beta St (43 rd St to End)	12	9	600	Install Class 305 pipe and obtain DDW waiver					

5.1.3 Replumb Alignments and Locations

Replumbs are indicated in the sewer pre-design map on 43rd Street between the I-805 on/off ramps and Delta Street. We will evaluate the extent to which the properties within this area need to be replumbed. The proposed invert elevations of the realigned sewer are similar to that of the existing sewer mains. The design-build team will investigate as-built informations and field verify the locations of these laterals to determine whether work on the properties is necessary or whether replacement of the laterals up to the property line with installation of new cleanouts will meet City standards.

Two alternatives for the sewer realignment for Yama Street and the surrounding streets and alleys have been provided in the bridging documents. Based on a field visit to the area and a desktop evaluation, Alternative A is a favorable alternative given the need for fewer replumbs

Coordination with homeowners will be of paramount importance during the replumb work to ensure that property damage is minimized and that improvements to the plumbing system are made to the property owners' satisfaction. Our team will prepare pre-construction plans of existing improvements, which will then be used to restore any damage that may have occurred during construction. We propose to minimize impact on private property by using manual excavation at connection points and trenchless construction to install the new lateral.

5.1.4 Traffic Control Approach

This plan will also be developed in conjunction with the phasing plan. Traffic control elements such as road closures, lane closures, alley closures, no parking zones and sidewalk closures will be developed with the assistance of the City's Traffic Department and the Field Engineering staff. All traffic control plans will be submitted through Field Engineering as 11x17-inch sized shop



drawings. Engineered traffic control plans will be developed to be submitted to Caltrans where the project requires signage within Caltrans right-of-way (ROW).

The project area includes a cul-de-sac on Beta Street and a dead end street on Delta Street that will require closure during construction. Access will be maintained for residents during these closures.

We will work with Cesar Chavez Elementary School to schedule construction and traffic control on 40th Street to avoid pickup and drop-off times.

5.1.5 Quality Assurance/Quality Control Plan (QA/QC Plan)

The design review process implemented for this project will incorporate an intensive in-house review, constructability review and subconsultant peer review, in addition to the milestone submittal reviews performed by the City. The in-house review will follow the Quality Assurance/Control Plan developed specifically for this project and utilize an ongoing "over the shoulder" involvement of the Design Manager / Project Engineer and the Project Manager. Our QA/QC plan will be consistent with the standards employed by the City's QC Division.

The Construction Manager and his staff will provide constructability input. Community and environmental impact issues will also be identified early to assure that those impacts are minimized and communicated through community outreach efforts and comply with environmental clearance documents.

Specific elements of the QA/QC will include checking that the following are addressed:

- Project objectives from the RFP, addenda, meeting minutes, and correspondence.
- City of San Diego Design Review Checklist, including the City's QA/QC Checklist and the Survey Deliverables Checklist, for each stage of design.
- Each comment is understood and addressed.
- Submittals are complete, design plans and details meet City and internal standards of care and practice.
- Highline meets Fire Department guidelines, all services are maintained, and the plans are consistent with the phasing plan, and the phasing plan is constructible and coordinated with engineering and field crews responsible for construction and oversight.
- Review and confirmation of hydraulic calculations.
- Coordination of street sealing, water quality and horizontal control alignment plans for consistency with pipeline plans.
- Check that all reference documents are utilized and identifying and addressing any deviations from the RFP.
- Confirmation of conformance with outside standards and permit requirements, including Caltrans standards.

Prior to each design milestone submittal, Michael Baker's QA/QC Manager, Carlos Mendoza, will review with the detailed involvement and oversight of the Design Manager, John Harris, who performs a final QC review of the documents consistent with the submittal level. The review





focuses on compliance with City design standards and permit requirements, CADD standards, and constructability, coordinated with input from experienced construction managers. This step will also identify issues which may require a City variance. Those issues will be documented separately and specifically brought to the City's attention. This is a critical step in allowing the City review process to be efficient and expeditious. John will coordinate this effort with the rest of the design team and will maintain a review and comment form to track comments and ensure their resolution.

Upon receipt of the City's milestone submittal comments, appropriate revisions will be incorporated into the construction documents. In addition, a log of comments will be created, and a report prepared indicating the disposition of the comment. The report will be delivered along with the next milestone submittal. Based on the RFP, the milestone schedule will include a Concept Design Workshop in lieu of a 30% submittal. We will produce a 60% submittal that includes all components listed in the Public Utilities Department's 30% and 60% submittal checklists and incorporates feedback from the Concept Design Workshop.

A final QC effort will be performed during the preparation of the as-built drawings. This process will use the red-line mark-up drawings maintained by TC during construction and approved by the City's Resident Engineer. Once the changes are shown on the design drawings, the QC engineer will review the corrections for compliance and issue a draft set to the City's Project Manager for review.

In addition to internal Michael Baker QA/QC efforts, TC will perform constructability reviews throughout the project to identify any potential conflicts or items that may hold up construction. These items will be discussed at our team's weekly coordination conference calls and included in a tracking log of project issues with the intent to avoid surprises in the field once crews begin work.

5.1.6 Paving Restoration

All pavement removed during trenching operations will be restored in accordance with the applicable standard drawings of the City, which are based on the street classification and the type of pavement that was removed. Ten-inch deep full depth AC patches in accordance with Standard Drawing SDG-107 Type "1" are proposed for all trench patches within asphalt streets unless the road is designated as a major road or arterial. As 4-lane collector streets, Main Street and 43rd Street will require a twelve-inch deep AC patch.

Per the City Engineer's 09/17/2018 Memorandum regarding Slurry Seal Requirements in the Public right-of-way, collector streets listed with a "good" or "fair" OCI rating will be slurry sealed with an RPMS Type II over Type III Slurry Seal. Local streets listed with a "good" or "fair" OCI rating will be slurry sealed with an RPMS Type I over Type II Slurry Seal. Existing striping will be replaced in kind except at lighted intersections where the existing crosswalks will be replaced with continental crosswalks per Standard Drawing SDM-116. Traffic loops damaged during construction or resurfacing will be replaced.





5.1.7 Water highlining plan

The highlining plan will consider the locations of all services within the project area and identify the nearest existing hydrant to connect to for each block that is under construction. Areas of replace-in-place that provide service to hydrants and fire services will be required to be monitored by a watchman to ensure that emergency services are provided if necessary. TCDB and the Community Liaison will provide sufficient notice to the local fire department and affected businesses in these situations so arrangements can be made well in advance.



5.1.8 Phasing of design and construction work

We have determined from our experience that a phased approach may get a portion of the project to construction quickly, but creates multiple review cycles for the City and outside agencies. We understand that agencies such as DDW and SDG&E would rather review the entire project design as a whole. This also allows the designer to be fully dedicated to construction support services once the project has been approved for construction. Our team knows to expect the unexpected when working in the field as we have navigated our way through construction changes to mitigate surprises that arise during construction.

Since sewer is the deepest utility, all sewer mains and laterals will be constructed in advance of the water mains. For the remainder of the sewers, work will generally begin at low points and outfall locations and work will proceed towards the higher elevations. Detailed phasing plans will be developed during the 60% design phase in conjunction with City input and any preferences based on the cut and plug plans.





For all phases of work there will be a separate service lateral and appurtenance crew that finishes up the previous phase after the mainline crew moves on.

The TCDB team is proposing three phases for this construction of this project. The map below indicates the phase and utility type.



5.1.9 Curb Ramp Design and Installation

Curb ramps will be designed in accordance with the Americans with Disabilities Act (ADA) and in coordination with the City of San Diego's Office of ADA Compliance led by Fletcher Callanta. Per the ADA Preliminary Engineering Report (PER) developed by Mr. Callanta's group – excluding those intersections identified to be upgraded by other projects – there are 68 corners or locations that are expected to be upgraded with new ramps to meet current standards. Dual ramps will be installed per recent guidance where applicable and feasible.

Our goal is always to design the ramps to meet any slope, cross-slope, and landing requirements based on ADA Compliance standards. We also understand that there are times where these standards cannot be meet due to steep road grades or obstructions from existing features such as power poles or storm drain structures. Where standards cannot be met, we will work with Mr. Callanta's group to submit a design deviation request as a last resort. Curb ramp details will be drafted in accordance with 2018 City of San Diego CADD Standards and will provide a planview





with construction notes, profile of the top of curb, and horizontal and vertical alignment reports to allow for accurate staking. Based on the PER, 7 locations have been identified for detailed survey.

5.1.10. Phasing and Coordination with Adjacent Projects

As with most priority replacement projects, coordination will be one of the most crucial factors in a successful project delivery.

Our team understands that new projects are constantly being kicked off under the City's Capital Improvement Program (CIP). We will use the City's online CIP Tracker to identify any new projects throughout design and construction to identify potential future conflicts regarding resurfacing, traffic control, highlining, etc.

Several of the paving moratoriums in the project area identified in the City's online CIP tracker are due to end prior to the start of **AC Water & Sewer Group Job 1052A**. However, there are overlay and slurry seal projects that have been completed recently and have triggered moratoriums that overlap with this project's contract duration.

We will continue to monitor the City's online CIP tracker and coordinate with DSD throughout the project to identify upcoming projects in the area. Potential conflicts will be discussed as a regular agenda item at progress meetings.

Project	Location	End of Moratorium	Solution
AC Resurfacing Group 1704	Delta Street east of Delta Park Lane	February 2023	The work to abandon the water line crossing the I-805 on and off ramps will require minimal excavation to cut and plug the pipe. We will work with the Public Works department to pursue a moratorium waiver. Otherwise, the work will be schedule after the moratorium has passed.
AC Paving Group 1601	Intersection of Yama Street and Cottonwood Street	July 2024	We will work with the Public Works department to pursue a moratorium waiver.

5.1.11. Approach in obtaining Caltrans pemit with respect to project schedule

The TCDB Team will partner with William Vivar of Caltrans early on at the project's inception to gain a clear understanding of Caltrans' concerns with the project. To accomplish this, the TCDB Team will hold an initial consultation with William and other Caltrans staff, which would be followed by Concept Design Workshops after each key design submittal to stay on track of the permitting process. TCDB's Project Cooridnator, Neva Cobain, has an established working relationship with William going back many years; they most recently worked together on Padre Dam ESA Secondary Connection, which required 3 separate encroachment permits.

We anticipate at least 2 separate encroachment permits to be acquired during the project: one for each freeway where an encroachment will be required. We anticipate an encroachment permit will be required for the water main replacement on Vesta Street and the water main abandonment on





Main Street/Division Street, both of which cross under 1-5 freeway bridge crossings. We also anticipate that a separate encroachment permit will be required for the work on 43rd Street at the end of the I-805 freeway on and off ramps as well as the water main abandonment that crosses below the ramps.

5.1.12. Site investigation during design

Potholing of existing utilities will be performed during the design phase of the project following mark-out by USA Dig-Alert. All potholing work will be performed by TC's in-house crews at the direction of the TCDB Team. A pothole log will be provided to the City Resident Engineer. Potholes will be surveyed and tied to the project survey file provided by the City.

In addition to potholing, the TCDB team will perform field investigations of existing features within the project area such as curb ramps to check for compliance with current standards, existing sewer and storm drain inverts, identification of existing fire services, and locations of existing survey monuments for preservation.

A key element to the site investigation for this project will be the survey and mapping of the project area. Michael Baker's survey and mapping team has the capability and experience with City ROW surveying projects needed for this project and proven expertise with City Survey standards and procedures. Our current as-needed surveying contract with the City includes pipeline rehabilitation projects with a total of nearly 20 miles of field utility survey, monument preservation, and Rightof-Way surveying, all done to City Standards. Our staff perform as an extension of the City land survey section, performing research, exchanging data, and interacting with City surveyors daily. Our field surveyors are trained to use the City field coding and numbering methods exactly as City crews do.

5.1.13. Storm Water Pollution Control Best Management Practices

The TCDB Team is intimately familiar with the need for, and importance of, installing appropriate BMP's for linear construction projects. We have an outstanding track record for installing and maintaining BMP's on similar City Water Group Job projects and are knowledgeable of the City's specification for stormwater and erosion control measures. The Michael Baker design team also has approximately 30 storm water specialists in the San Diego region available to assist with any pollution control issues if needed.

Water pollution control plans (WPCP) will be prepared for the entire project site to show the location of existing drainage facilities, direction of flow and proposed BMP measures. Given that the site is located within the Chollas, El Toyan Watershed management area, the TCDB team anticipates that a low-priority WPCP will be required. TC crews will perform street sweeping on a routine basis and in advance of all forecasted rain events, as well as address comments from City inspectors during the monthly/quarterly inspections to comply with the City's 2018 Storm Water Standards.

The TCDB Team will also pledge to maintain the BMP's once installed and work diligently before, during and after rain events to ensure BMP's do not cause flooding or impact travel lanes.



Damaged BMP's will be restored routinely. During cut and plugs, we will cover all surrounding drainage inlets and will pump muddy water into water trucks and haul off site for proper disposal.

5.1.14. Subsurface Investigation and Geotechnical Work

Geotechnical work will be performed within the project area to cover any geologic characteristics within the large project footprint. A boring will be taken in the vicinity of the new water and relocated sewer on 43rd Street. The soil characteristics will determine the pipe thickness for any mains in Zone B as noted in standard drawing SDS-101. The borings will also determine groundwater levels for any pumping that may need to occur, which will aid in the development of a Batch Discharged Plan if required.

5.1.15. Proposed Design Schedule

The proposed detailed design schedule can be found in Section 7.

5.1.16. Required Permits the proposed plan/timeline to obtain the required permit(s)

We anticipate that a Batch Discharge Permit will be required if groundwater is encountered during excavation of sewers greater than 15 feet in depth. A Batch Discharge Plan will be developed in coordination with the Public Utilities Department to identify locations for discharge and maximum allowable flows. The plan will be developed in conjunction with the 60% and final plans. We estimate that the permit will be obtained within a week of the planned discharge.

There may be instances that require water main shutdowns at night to install connections to the existing water mains. A noise permit will be required for any nightwork that is required. The noise permit can be obtained within a matter of 48 hours, but outreach to the community will take place in the months leading up to construction.

5.1.17. Design-Builders effort required for work within easements

The work anticipated to be performed within easements will include the work within Caltrans ROW. A description of this work can be found in Section 5.1.11.

5.1.18. Coordination with other agencies and getting permits as applicable

The TCDB team will coordinate with the following City Divisions and Outside Agencies throughout the design process at various milestones, as indicated by the table below:

Outside Agency	Percent Designed	Submittal	Contact
Caltrans	60%, 100%	Per Encroachment Permit Guidelines	William Vivar, William.o.vivar@dot.ca.gov
AT&T	60%, 100%	1 Full Size PDF	Kristine Escalle, g44467@att.com
Century Link & Time Warner Telecom	60%, 100%	1 Full Size Hardcopy, 1 Full Size PDF	James Dailey, NationalRelo@centurylink.com
Charter Communications	60%, 100%	1 Full Size PDF	Mark Frisbie, Mark.Frisbie@charter.com





Outside Agency	Percent Designed	Submittal	Contact
SDG&E	60%, 100%	2 Full Size Hardcopies, 1 Full Size PDF	Natalia Marsman, Nmarsman@semprautilities.com
DDW	60%	Electronic	Bill DiBiase, William.DiBiase@waterboards.ca.gov
TSW - Transportation Engineering Operations Division	60%, 100%	3 Full Size Hardcopies, 1 Full Size PDF	Julio Fuentes, (619) 5333-3092
TSW - Street Division	60%, 100%	3 Full Size Hardcopies, 2 Half Size Hardcopies	Edgar Puente, (619) 527-7527
PUD - Wastewater Treatment & Disposal Division	30%, 60%, 100%, Final	Per PUD Plan Check Memo	Jerome Potenciano, (858) 654-4437
PWD - Right of Way Division	30%, 60%, 100%, Final	Per PM Request	Reyhaneh Martin, (619) 533-4131
PWD - Construction Management and Field Services Division	60%, 100%	4 Full Size Hardcopies, 1 Half Size Hardcopy, 1 Full Size PDF	Priscilla Endres, (858) 627-3269; Ahmed Aburahmah, (858) 495-4740; John Butcher, (858) 627-3208
PWD - Project Implementation Division	30%, 60%, 100%, Final	2 Full Size Hardcopies, 1 Half Size Hardcopy, 1 Full Size PDF	Fletcher Callanta, (619) 533-3420; Catherine Dungca, (619) 533-3778; Jerry Borja, (619) 533-3758

5.1.19. The following quantities are anticipated to complete the final project

- 1) Additional Bedding 460 CY
- 2) Imported Backfill 1,900 TON
- 3) Asphalt Pavement Repair 5,000 SF
- 4) Additional Curb & Gutter 350 LF
- 5) Additional Sidewalk Removal & Replacement 1,700 SF
- 6) Additional Pavement Removal & Disposal 130 CY



6. Construction Plan 6.1 Proposed Construction Plan

Construction of the **AC Water & Sewer Group Job 1052A** will require an integrated approach of the TCDB Team, City OPS staff, and City Field Engineering. While the project is mostly linear, it will require coordination and look-ahead planning. This, combined with the experience gained on similar projects, allows for a successful outcome.

The TCDB Team Construction Plan includes a number of key elements that will be employed to expedite the completion of the project and minimize impacts to the community. Specific construction elements include:

6.1.1 Construction Approach and Methods

We propose to begin construction immediately following the approval of the first set of 100 percent plans. During the design phase of this section, TCDB will:

- Complete the submittal review process for all materials (a letter of record for all proposed materials that are on the City approved materials list will be submitted)
- Obtain approval of our detailed project schedule
- Obtain approval for the traffic control plans
- Prepare and obtain approval of the WPCP
- Complete required potholing of existing utilities
- Hold the initial community group meetings with the identified stakeholders

We understand the importance of these pre-construction activities and will have them completed at the same time as the design plans are approved for construction. Through the process of constructing several MACC task orders (GJ 949, GJ 946, Sorrento Mesa Recycled Water Pipeline Extension, GJ 1016, etc.) the TCDB Team has learned many valuable lessons that will aid in a smooth start and quick transition through design and construction. **Based on previous and ongoing projects, we have learned that splitting the project into multiple design phases does not necessarily expedite the process of moving forward to construction. Separate design phases increase the number of reviews from various City departments and outside utility agencies and hamper the design development process. We will ensure that all design elements are completed for City-wide review in order to avoid an iterative process.**

We propose to have multiple crews working within each area, including:

- BMP/WPCP implementation and maintenance crew
- Layout and potholing crew
- Saw-cutting crew
- Pipeline installation crew
- Service crew
- Abandonment crew
- Paving crew
- Clean-up crew



TCDB installs deep sewer mains in a residential neighborhood.





Major Equipment to be used:

- Compressor Dump Truck and or Vacuum Truck for potholing operations
- Sawcutting Truck with vacuum attachment for sawcutting of pavement and cleanup of slurry waste
- Caterpillar 320E, 313B, Komatsu PC150, LinkBelt 210LX, Linkbelt 460LX, Komatsu PC600, Linkbelt 800LX for removing AC pavement, trenching, installing and backfilling of water mains.
- Caterpillar 420 and/or 446 rubber tire backhoes for trenching and backfilling of water services and appurtenances, installing valves and fittings and sewer laterals
- Caterpillar Skid Steer 248 & 272 for moving of dirt, debris and street sweeping
- Caterpillar 938G, 950G and Kawasaki Z70 Loaders for moving of dirt, debris, loading and placement of spoils and trench zone materials
- Johnston 6000 Street Sweeper—street sweeping and WPCP compliance
- Ford 2500 gal and 4000 gal water trucks for dewatering and haul off of partially full pipelines after cut and plugs
- Peterbilt Superdump booster trucks and end dumps for haul off of dirt spoils and hauling in of bedding and pipe zone materials and asphalt
- Bomag and Caterpillar small width rollers—for AC trench paving
- Concrete pump for filling of existing mains with CLSM

6.1.2 Plan for Operation of Facility During Construction

For water mains TCDB crews will install temporary 2-inch highlines above and below ground where necessary to isolate existing systems designated for replacement. The highlines will be disinfected and tested per City guidelines and temporary service transfers will be installed to keep all customers in service. Once highlines and temporary services are complete, crews will cut and plug the existing mains so that the proposed sections of pipelines can be removed and replaced. Cut-ins will be utilized to reduce the amount of highlining necessary for adjacent streets and minimize service interruptions for branch lines. Work will usually be performed during the hours of 7:00am to 4:00pm. Items such as cut and plugs, connections and service transfers may be performed at night, if directed by the Resident Engineer to minimize any impact to residents. Night work will be communicated by our Community Liaison and associated noise permits will be obtained if necessary.

6.1.3 Special Inspection, if needed

The TCDB team does not anticipate work on any structures for this project that will require special inspection.

6.1.4 Phasing Plan

Detailed project phasing will be developed during the Pre-design assessment. Before any phasing is finalized the TCDB Team will meet with the RE and City PM team to discuss project phasing and take input and recommendations from City staff, and devise a mutually acceptable final phasing plan. We anticipate that the phasing plan will closely follow the highline phasing plan outlined in Section 5.1.7. Our surface restoration and ADA upgrades crews will follow behind





the pipeline crews to immediately complete the work for each paving phase.

6.1.5 General plan for functional testing and start-up

Functional testing of all new pipelines will be performed within each project map while mainline crews transition to the next phase of the project. Map locations that had sewer mains installed will receive a final CCTV for operational acceptance and City records.

6.1.6 Proposed safety program

Over the past three years TC has participated in a 3rd party safety and hazard analysis audit and with those results and feedback we have taken a fresh approach to safety and placed an emphasis on details where improvements can be made in our program. We have broadened the scope of our daily morning safety tailgate meetings to be more site specific, and we have elevated the level of focus and awareness of potential safety hazards among all supervisory staff.

TC's safety training and awareness program is a benefit to its workers and the community

These changes have resulted in great success, **TC's Experience Modification Rate (EMR) has dropped consistently year after year** from 1.06 in 2018 to 0.89 in 2019 and to 0.83 in 2020. We are very proud of this reduction, an EMR of 1.0 or less in the general engineering construction industry is considered an excellent metric.

Safety awareness is the key to a successful project. The TCDB Team has adopted proven methods that stress the importance of our safety culture. For example, all new employees wear yellow hardhats, registered apprentices wear orange hardhats, while seasoned employees wear white hard hats. This difference enforces the need to pay special attention to these individuals until they are full journeymen in their respective trade.

TCDB has developed a comprehensive program that defines the roles of management and employees for providing a safe work environment.

Our program:

- Defines formal responsibility for accident prevention
- Provides accident prevention policies and training for both supervisors and employees
- Establishes guidelines for pre-project planning including all applicable regulations
- Outlines specific requirements and checklists for conducting daily job site safety inspections
- Includes education regarding emergency procedures and location of urgent care facilities
- Provides educational material for holding daily and weekly Tailgate Safety Meetings
- Includes strict policies and procedures for investigating and reporting accidents
- Includes a drug and alcohol testing program that includes pre-employment, postaccident and testing for cause
- Provides an employer provided Employee Assistance Program
- Recognizes significant improvement and continued success in safety performance





Safety training is conducted in English and Spanish by in-house instructors. The staff includes three OSHA Outreach Instructors, two Equipment Instructors and a Fleet Instructor who provide employees with scheduled training and on the job mentoring. Job specific safety is a weekly activity topic of our Tailgate Safety Meetings.

A detailed project-specific Safety Plan will be presented upon contract award.

6.1.7 Proposed emergency response plan

A key element of our site specific-safety plan is the Emergency Response Plan. We recognize that there are inherent risks associated with infrastructure construction and a proactive emergency response is critical to effectively and safely deal with emergency situations. Our project specific emergency response plan identifies the nearest hospital, fire station and police station relative to the project's location and appropriate phone numbers, recommended evacuation routes and possible hazards associated with the project.

As a standard practice, we review the location of existing high-pressure gas mains as this presents the greatest safety exposure to our employees during trenching operations.

Other high-risk elements include:

- Traffic control and working alongside busy streets
- Location of overhead and underground electrical lines
- Underground fuel lines
- High volume traffic congested areas
- Work sites with constrained work limits
- Sanitary sewer mains and sewage spills
- Contaminated soil
- Trench shoring
- Equipment failure
- Chemical handling
- Pressure testing operations
- Narrow streets and alleyways



16" PVC Installation along La Jolla Scenic Drive.

Our plan designates John Kiser as our Safety Supervisor in charge of maintaining and implementing our emergency response plan. John has more than 30 years of construction safety experience and serves as TC's Safety Director. He has worked on numerous similar infrastructure improvement projects for the City and is very knowledgeable of the City's health and safety requirements.

System for tracking questions and responses

Review comments and questions developed during the course of the project will be logged





on a comment spreadsheet for each design submittal. The tracking log will identify the individual responsible for the comment/ question and how the comment was resolved and where in the drawings or specifications the action has been taken. A combined spreadsheet will be developed following the final design approval, which will be used to categorize comments by drawing sheet number or specification section. Data sorting and/or key word searching can then be used to retrieve comments, if needed in the future.

6.1.8 Traffic Control Management

This plan will be developed in conjunction with the phasing plan. Traffic control elements such as lane closures, no parking zones detours will be developed with the assistance of the City's Traffic Department and the Field Engineering staff. Full-sized "D" sized traffic control plans are not anticipated to be necessary for any streets on this project, however should City staff wish to have "D" size sheets for any locations the TCDB Team will prepare them accordingly. All traffic control plans will be submitted through Field Engineering as 11x17-inch sized shop drawings. Traffic control plan elements will also consider impacts to businesses in and schools at each map location.

6.1.9 Community Outreach

Our Design/Build team will creatively integrate the needs of the community into the design of the project. We anticipate several community concerns.

This project will impact traffic on several busy streets, including Main Street, South 43rd Street and South 40th Street. Traffic flow will be a concern to residents, business owners and employees in the Barrio Logan and Southcrest areas, military and civilian workers at the Naval Base to the west of Main Street, parents and staff at Cesar Chavez Elementary School, property managers and customers of a large retail center, and the Metropolitan Transit System.

There is also the issue of construction noise that will impact the residents of several high rise apartment buildings on the Naval Base along Main Street. We will provide information about working hours to these stakeholders.

Also, we anticipate concern about the staging of construction equipment during non-working hours.

Our approach is to work closely with the community on two levels. First, at the macro level, we will meet with the Planning Groups for Barrio Logan and Southeastern San Diego to provide them information about the project and gather important feedback. We will meet with each Planning Group during the Design Phase at 30% and prior to construction and then hold two meetings each during construction.

The micro level will be face-to-face with those entities along the construction corridor. It is important for these stakeholders to know that we are interested in learning their concerns and assuring them that they have an outlet for their questions. VSC takes great pride in the company's personal approach. VSC will meet with the following stakeholders one-on-one to trade contact information, explain the project, and follow up with answers to stakeholder inquiries.



Key stakeholders for this project include:

- Residents
- City of San Diego
- Mayor Todd Gloria
- City Councilmember District 8, Vivian Moreno
- City Councilmember District 9, Sean Elo-Rivera
- Metropolitan Transit System
- Barrio Logan Planning Group
- Southeastern San Diego Planning Group
- Naval Base San Diego
- Caltrans
- San Diego Unified School District
- Krishna Hospitality LP
- Star Laundry
- Sundance Stage Lines
- EDCO Recovery and Transfer
- Kinder Morgan
- Northgate Market Shopping Center

The Metropolitan Transit System operates several bus lines on this Trunk Sewer route.

- Lines 929 (Main Street) and 955 (South 43rd St.).
- VSC will communicate with the Fixed Route Operations manager for MTS to mitigate impacts to those bus lines.

Presentations during Design Phase to two Community Planning Groups:

- Barrio Logan Planning Group meets on the third Wednesday of the month, 6 p.m. at 2212 Main Street.
- Southeastern San Diego Planning Group meets on the 2nd Monday of the month, 6 p.m. at 692 Boundary St.

A Letter at the start of Design Phase and also at the start of Construction Phase to properties within 300-feet of project alignment to provide information about the project including a map of the pipeline route, a timetable of project milestones and contact information for community concerns (see below). Also, instructions on how to sign up for project updates by email. Email outreach will be through the City of San Diego's Constant Contact account. VSC is a certified user of this account.

Residents will be able to visit the City's Capital Improvement Project webpage to read information about the project. The webpage will be updated to reflect project milestones.

VSC will also utilize the City of San Diego's Nextdoor social media account by providing project updates to the City's PIO who will post the information, as well as Council District's 8 and 9 Community Newsletters.





6.1.10 Stormwater pollution control Best Management Practice

The TCDB Team is intimately familiar with the need for, and importance of, installing appropriate BMP's for linear construction projects. We have an outstanding track record for installing and maintaining BMP's on similar City Water Group Job projects and are knowledgeable of the City's specification for stormwater and erosion control measures. The Michael Baker design team also has approximately 30 storm water specialists in the San Diego region available to assist with any pollution control issues if needed.

Water pollution control plans (WPCP) will be prepared for the entire project site to show the location of existing drainage facilities, direction of flow and proposed BMP measures. TC crews will perform street sweeping on a routine basis and in advance of all forecasted rain events, as well as address comments from City inspectors during the monthly/quarterly inspections to comply with the City's 2018 Storm Water Standards.

The TCDB Team will also pledge to maintain the BMP's once installed and work diligently before, during and after rain events to ensure BMP's do not cause flooding or impact travel lanes. Damaged BMP's will be restored routinely. During cut and plugs, we will cover all surrounding drainage inlets and will pump muddy water into water trucks and haul off site for proper disposal.

The TCDB Team is intimately familiar with the need for, and importance of, installing appropriate BMP's for linear construction projects. We have an outstanding track record for installing and maintaining BMP's on similar City Water and Sewer Group Job projects, and is knowledgeable of the City's specification for storm water and erosion control measures.

Water pollution control plans will be developed for the entire project site to show the location of existing drainage facilities, direction of flow and proposed BMP measures. These plans will be included in the Water Pollution Control Plan (WPCP) that the TCDB's selected DVBE subconsultant Global Environmental Network will prepare for the project. TC crews will perform street sweeping on a routine basis and in advance of all forecasted rain events.

The TCDB Team will also pledge to maintain the BMP's once installed and work diligently before, during and after rain events to ensure BMP's do not cause flooding or impact travel lanes. Damaged BMP's will be restored routinely. During cut and plugs we will cover all surrounding drainage inlets and will pump muddy water into water trucks and haul off site for proper disposal.

All new employees, regardless of their experience, are required to attend "New Hire Safety Training." Supervisors receive additional training for Competent Person, Trench and Excavation, Confined Space, CPR and First Aid, OSHA 10 Hour and Storm Water **Pollution Prevention** Program (SWPPP).

6.1.11. System for coordinating work among subcontractors/equipment manufacturers

Construction coordination between TC's staff and sub-contractors/material suppliers is achieved on every TC project through biweekly field meetings and three-week look-ahead schedule updates.





Long lead time delivery items are noted at bid time and appropriate notations are included in the project schedule. Purchase orders and subcontractor agreements all indicate the delivery and/or expected mobilization and completion schedules. Any adjustment to these schedules is communicated via schedule updates.

While TC is highly selective with its core group of subcontractors and has developed a strong relationship with many firms. TC also reaches out to new City SLBE/ELBE firms and provides opportunity for growth and experience. These established and new relationships facilitate communication and interaction. There is mutual trust and commitment to work together to successfully complete each project. Our Project Manager will be responsible for this coordination effort and he will share this effort with his field superintendents and site foremen as these individuals are on the front line daily with our subcontractors. Demanding accountability at all levels of the TC organization has led to more than 38 years of success and will serve us well on this project.

6.2 Project Coordination

6.2.1. The processes and procedures it will use to ensure that all Work is properly

Coordinated

The TCDB Team project coordination will be the responsibility of the Project Manager, Austin Cameron, Construction Manager, Elan Schier and Engineering Design Manager, John Harris, PE. These individuals will work together during the preliminary design phase to identify critical design and construction elements that will be needed to meet the requirements of the RFP, City standard policies and procedures and will set the guidelines to be followed by the rest of the team.

Over the past 20 years, Austin, Elan and John have developed a strong relationship. Austin, Elan and John will discuss the project status at weekly meetings. These meetings are typically supplemented by emails and phone calls through the week as necessary to ensure the project stays on schedule.

Team experience will also play a critical role in project coordination. The four key individuals of the TCDB Team combine for more than 100 years of City of San Diego pipeline construction experience. This collection of knowledge is our foundation to ensure proper coordination.

6.2.2 Coordination with Governmental agencies, utilities, entities involved

Please see Section 5.1.18 for the coordination we will have with agencies, utilities and the entites involved.

6.2.3 Design coordination system between drawings and specifications and Disciplines

Coordination between drawings and specifications will be a joint effort between TCDB's Design QA/QC manager and the Project Manager. The QA/QC manager will be responsible for consistency between the plans and specifications while Austin's role will ensure the plans and specifications are consistent with the City's construction standards and the requirements of the RFP.





6.2.4 The system for tracking questions and responses

Review comments and questions developed during the course of the project will be logged on a comment spreadsheet for each design submittal. The tracking log will identify the individual responsible for the comment/ question and how the comment was resolved and where in the drawings or specifications the action has been taken. A combined spreadsheet will be developed following the final design approval, which will be used to categorize comments by drawing sheet number or specification section. Data sorting and/or key word searching can then be used to retrieve comments, if needed in the future.

6.2.5. The system for coordinating work among subcontractors

Construction coordination between TC's staff and sub-contractors/material suppliers is achieved on every TC project through biweekly field meetings and three-week look-ahead schedule updates. Long lead time delivery items are noted at bid time and appropriate notations are included in the project schedule. Purchase orders and subcontractor agreements all indicate the delivery and/or expected mobilization and completion schedules. Any adjustment to these schedules is communicated via schedule updates.

While TC is highly selective with its core group of subcontractors and has developed a strong relationship with many firms. TC also reaches out to new City SLBE/ELBE firms and provides opportunity for growth and experience. These established and new relationships facilitate communication and interaction. There is mutual trust and commitment to work together to successfully complete each project. Our Project Manager will be responsible for this coordination effort and he will share this effort with his field superintendents and site foremen as these individuals are on the front line daily with our subcontractors. Demanding accountability at all levels of the TC organization has led to more than 38 years of success and will serve us well on this project.

6.3 Challenges/Issues

- 1. Several hazardous materials included ACP and contaminated soils from leaking underground storage tank (LUST) sites will need to be removed and properly disposed of as part of the scope of the project. One of the items that sets TC Construction apart from our competition is that TC goes the extra mile and hires a specialist subcontractor to perform the ACP abatement for all projects. This policy ensures the safety of our workers and the residents and keeps both TC and the City from being liable for improper hazardous material disposal techniques.
- 2. Construction of the water line on Vesta Street will involve construction under a bridge of the I-5 as well as low overhead utilities which will limit the height of construction equipment. The TCDB team have identified these areas and have evaluated the needed equipment to ensure the work can be performed with safe clearance from the bridge and overhead utilities.
- 3. Obtaining multiple Caltrans permits with differing types of work will provide a challenge to the project. Each type of work (trenching, abandonment, traffic control, etc.) will require different scrutiny from Caltrans staff which may impact the schedule. We will work with



Caltrans staff to determine long lead items that may impact the review process and proactively work to complete those items early in the design process.

4. The work is adjacent to the 32nd Street Naval Station. The TCDB team is familiar with the traffic patterns and daily routines for ingress/egress to the Base and have incorporated appropriate planning and traffic control measures to avoid any impact to Base operations.

6.4 Cost Saving Measures

- 1. The TCDB team is currently working on AC Water and Sewer Group 1053 which is an adjacent project. The two projects connect at the intersection of Alpha Street and 40th Street. Pending the kick off date of AC Water and Sewer Group 1052A, certain crews may be able to remain mobilized as they transition from one project to the other.
- 2. Since we are currently working in the vicinity of Group Job 1052A, our team is familiar with the community, bus routes, equipment mobilization routes, traffic patterns and council district representatives. All of this knowledge has been incorporated into our pricing to provide the City with the most cost-efficient project.





7 PROJECT SCHEDULE

The schedule on the following page identifies the proposed phasing plan mentioned above and the key milestones planned for this project.

As mentioned in Section 5.1 of this proposal, the TCDB team proposes to include additional milestones including a Concept Design Workshop for interested stakeholders including outside agencies as well as "tailgate" constructability meetings at the project site during design to facilitate understanding of any conflicts or issues that may arise as the design is developed. These milestones will give all partners a greater understanding of the project and facilitate communication which will reduce the number of questions or comments during submittal reviews. We feel that this approach will expedite the design of the project and allow for a smooth transition to the construction phase.

Our approach to ensuring that project milestones are met includes regular communication among the TCDB team in the form of a weekly progress meeting as well as production of two-week look ahead schedules to identify any possible near term delays and ways to mitigate them. The goal is to complete all design work within 10 months so that the focus for the remainder of the project is on construction. This will allow the design team to focus on construction support to quickly address any issues in the field once the final signed plans have been issued.

The goal to complete pre-construction activities during the design phase will allow for construction mobilization immediately following the final design approval.



ACC#3 AC WATER SE	Unginal Remaining H	ee Hoat Start Hinsh	25-Mar-21 1
#3AC WATER & SEWER GROUP 1052A	Dutation Duration	0 25-Mar-21 28-Jun-23	May Jul Aug Sep Odd Nov Dec Jan Feb May Jan Feb May Jan Jdl Aug Sep Odd Nov Dec Jan Feb May Jan Feb May Jan Jan Jan Jan Jan Feb Nov Dec Jan Feb May Jan Feb May Jan Jan Jan Jan Jan Feb Nov Dec Jan Jan
-CONSTRUCTION IGN	0 0 270 270	0 0 25-Mar-21 15-Apr-22	−−−−−−−−−−−−−−−−−−−−−−−−−−−−−−−−−−−−
90 PROPOSAL DUE 00 SELECTION & NOTIFICATION	0 0	19 25-Mar-21* 44 22-Apr-21*	
0 LIMITED NOTICE TO PROCEED w/ DESIGN 0 KICK OFF MEETING	1 1	0 24-Jun-21* 24-Jun-21 513 02-Jul-21* 02-Jul-21 0 25-Jun-21 09-Jul-21	
AERIAL SURVEY	10 10 10 10	0 12-Jul-21 23-Jul-21	
FIELD SURVEY UTILITY BASE MAPPING	10 10 10 10	0 26-Jul-21 06-Aug-21 09-Aug-21 09-Aug-21 09-Aug-21 00-Aug-21 00-A	
GEOTECHNICAL INVESTIGATION DESIGN POTHOLING	10 10 7 7	0 23-Aug-21* 03-Sep-21 0 07-Sep-21* 15-Sep-21	
30% DESIGN PREPARATION 30% DESIGN SUBMITTAL	15 15	0 16-Sep-21* 06-0cl-21 0 07-0cl-21* 07-0cl-21	
30% CITY WIDE REVIEW 60% DESIGN PREPARATION	20 20 35 35	0 08-0ct-21 04-Nov-21 0 05-Nov-21" 28-Dec-21	
0 60% TAILGATE CONSTRUCTABILITY 0 60% DESIGN SUBMITTAL	1 1	0 29-Dec21* 29-Dec21 0 30-Dec21* 30-Dec21	
60% CITY WIDE REVIEW 100% DESIGN SUBMITTAL 100% CITY MIDE REVIEW	20 20 25 25 20 20	0 31-Dec.21* 27-Jan-22 0 28-Jan-22* 03-Mar-22 0 4 Mar-23* 03-Mar-22	
100% CITY WIDE REVIEW FINAL DESIGN REVISIONS ADDOXIAL FOR CONSERVICTION	20 20 10 10	0 04-Mar-22* 31-Mar-22 0 01-Apr-22* 14-Apr-22 0 15-Apr-22* 14-Apr-22	
APPROVAL FOR CONSTRUCTION TRUCTION	1 1 313 313	0 15-Apr-22 15-Apr-22 0 18-Apr-22 28-Jun-23	
MOBILIZATION INSTALL BMP'S	3 3	0 18-Apr-22 20-Apr-22 0 21-Apr-22 25-Apr-22	
MAINTAIN BMPS & STREET SWEEPING POTHOLING FOR SEWER	307 307 15 15	0 26-Apr-22 28-Jun-23 0 26-Apr-22 16-May-22	
INSTALL SEWER MAIN ON SOUTH 43RD STREET INSTALL SEWER MAIN ON SOUTH 42ND STREET	21 21 12	0 17-May-22 14-Jun-22 0 15-Jun-22 30-Jun-22	INSTALLS STORE HAIN (IN SOUTH) STORET
INSTALL SEWER MAIN ON BETA STREET INSTALL SEWER MAIN ON YAMA STREET	20 20 8 8	0 01-Jul-22 28-Jul-22 0 29-Jul-22 09-Aug-22	
INSTALL SEWER MAIN ON ALLEYWAY INSTALL SEWER LATERALS - ALL STREETS	9 9 77 77	12 10 Aug 22 22 Aug 22 0 24-May 22 07 Step 22 0 08-Step 22 12-Oct-22	
INSTALL SEWER REPLUMBS SEWER REHAB	25 25 2 2	0 13-Oct-22 14-Oct-22	
POTHOLING FOR WATER INSTALL HIGHLINES MAIN, VESTA, YAMA DALBERGIA	16 16 7 7	0 17-0ct-22 07-Nov-22 0 08-Nov-22 16-Nov-22 0 17-Nov-22 25-Nov-22	
BACTI HIGHLINES TRANSFER SERVICES TO HIGHLINES	7 7 7 3 3	0 28-Nov-22 30-Nov-22	
CUT N PLUGS INSTALL WATE R MAIN ON MAIN STREET	4 4 21 21	0 01-Dec-22 06-Dec-22 0 07-Dec-22 04-Jan-23	
INSTALL WATER MAIN ON VESTA STREET	10 10 5 5	0 05-Jan-23 18-Jan-23 0 19-Jan-23 25-Jan-23	
INSTALL WATER MAIN ON DALBERGIA COURT INSTALL WATER SERVICES & APPURTENANCES	5 5 22 22	0 26-Jan-23 01-Feb-23 0 02-Feb-23 03-Mar-23	MATLE WATER AND A BE REACT A PARTIE
PRESSURE & BACTI TEST WATER MAINS CONNECT TO EXISTING WATER MAINS	8 8	0 06-Mar-23 15-Mar-23 0 16-Mar-23 17-Mar-23	
TRANSFER WATER SERVICES REMOVE HIGHLINE	4 4 2 2	0 20-Mar-23 23-Mar-23 67 24-Mar-23 27-Mar-23	
INSTALL HIGHLINES 40TH, 43RD & ALLEYWAYS INSTALL WATER MAIN ON SOUTH 40TH STREET INSTALL WATER MAIN ON SOUTH 43RD STREET	3 3 10 10	0 02-Feb-23 06-Feb-23 0 07-Feb-23 20-Feb-23	
INSTALL WATE R MAIN IN ALLE YWAY	12 12 7 7 20 ~~	0 21-Feb-23 08-Mar-23 0 09-Mar-23 17-Mar-23 23 06-los 22 16-Ecb 23	
INSTALL WATER SERVICES & APPURTENANCES PRESSURE & BACTI TEST WATER MAINS CONNECT TO EXISTING WATER MAINS	30 30 19 19	22 05-Jan-23 15-Feb-23 0 20-Mar-23 13-Apr-23 0 14-Apr-23 20-Apr-23	
CONNECT TO EXISTING WATER MAINS TRANSFER WATER SERVICES REMOVE HIGHLINE	6 6	0 14-Apr-23 20-Apr-23 0 21-Apr-23 28-Apr-23 1 01-May-23 05-May-23	
REMOVE HIGHLINE UPGRADE CURB RAMPS AC OVERLAY	17 17	1 01-May 23 05-May 23 0 14-Apr-23 08-May 23 0 09-May 23 12-May 23	
CRACK SEAL & SLURRY SEAL	3 3	0 15-May-23 17-May-23	
PUNCHLIST DEMOBILIZATION WED DURATION	2 2	0 18-May.23 31-May.23 18 01-Jun-23 02-Jun-23 0 25-Jun-21 22-Jun-23	
Actual Work		Critical Remaining Work	Page 1 of 1 TASK filter: All Activities



8. REFERENCES

Project and Location	Contact	Work Performed	Contract Amount Completion Date
Pacific Beach Pipeline Project Pacific Beach & Mission Bay	City of San Diego Clem Wassenberg 619-218-8404 cwassenberg@sandiego.gov	Removal & replacement of water mains on three major bridges - Glenn Rick Bridge, Ingraham North & Ingraham South Bridges. Also removal and replacement of an additional 39,000+ LF of Water Main & 8,200 LF of Sewer Main. Replacement of all related water services, valves, appurtenances, sewer laterals and manholes. Work was located in congested City streets and residential neighborhoods. Concrete flatwork, AC Overlay, Slurry Sealing, Traffic Loops, Striping.	\$35,126,552 July 2020
Sewer & Water Group 940 City Heights & College Area	City of San Diego Robert Hanna 619-985-9678 <u>rhanna@sandiego.gov</u>	Removal & replacement of 12,000 LF of Sewer and 12,000 LF of Water mains, replacement of all related water services, valves, appurtenances, sewer latrerals and manholes. Work was located in congested City streets and residential neighborhoods. Concrete flatwork, AC Overlay, Slurry Sealing, Traffic Loops, Striping. Cal Trans coordination	\$8,683,602 Sept 2017
MACC Task Order #1 - Sewer & Water Group 946 & 949 Encanto & Southcrest	City of San Diego Riyadh Makani 619-209-9990 <u>rmakani@sandiego.gov</u>	Design Build, the City's very first MACC Task Order. Removal & replacement of 12,500 LF of Water Main & 2,000 LF of Sewer Main. Replacement of all related water services, valves, appurtenances, sewer laterals and manholes. Work was located in congested City streets and residential neighborhoods. Concrete flatwork, AC Overlay, Slurry Sealing, Traffic Loops, Striping.	\$9,230,094 August 2018





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

□ Con	sultant 🛛 🗆 Grant Recipient			□ Lessee/Lessor □ Other				
Name of Company: TC Construc	tion Company, Inc.							
ADA/DBA:								
	where applicable): <u>10540 Prospe</u>	ect Ave						
City: Santee	County: San Diego		State: <u>CA</u>	zip: <u>92071</u>				
Telephone Number: <u>(619)448-45</u> 6								
			//c.1.cc					
		0 ,	(if different fro	m above):				
City:	County:		State:	Zip:				
Type of Business: Construction		Type of License:	A,C, 21					
The Company has appointed: Ange								
As its Equal Employment Opportun	nity Officer (EEOO). The EEOO has b	een given authority	y to establish, di	sseminate and enforce equal				
		DO may be contacte	d at:					
Consultant Grant Recipient Insurance Company Other Name of Company: TC Construction Company, Inc. ADA/DBA: Address (Corporate Headquarters, where applicable): 10540 Prospect Ave City: Santee County: San Diego State: CA Zip: 92071 Telephone Number: (619)448-4560 Fax Number: Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above): Address: City: City: County: County: State: City: City: County: County: State: City: County: County: State: City: City: City: County: County: State: Zip: City: City: County: State: Zip:			ntenegro@tcincsd.com					
	🔳 One San Diego Cou	inty (or Most Lo	ocal County)	Work Force – Mandatory				
	\Box Branch Work Force	e *						
	□ Managing Office V	Vork Force						
*Submit a separate Work F				an one branch per county.				
I, the undersigned representative o	$_{ m f}$ T C Construction Company, I	าс.						
	, <u>CA</u>		hereby certify	that information provided				
(<i>County</i>) herein is true and correct. This doo	(State cument was executed on this 23rd	?) day d	of February	, 20.21				
M		Ange	Montene	29-0				
(Authorized Signatu	ure)	(Print A	uthorized Signatı	ıre Name)				

EOC Work Force Report (rev. 08/2018)

WORK FORCE REPORT – Page 2

NAME OF FIRM: T C Construction Company, Inc.

DATE: 2/23/21

OFFICE(S) or BRANCH(ES): Santee

______DATE: _____

COUNTY: San Diego

(7) Other race/ethnicity; not falling into other groups

(5) Native Hawaiian or Pacific Islander

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:

(6) White

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native

an of Alaska Native

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	Blac Afri	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial			1		1						6	1			
Professional			3	1	1						5	3	1		
A&E, Science, Computer										 					
Technical															
Sales			:												
Administrative Support				1								8			
Services															
Crafts			4								6				
Operative Workers	1		4					1		 	6				
Transportation						-								 	
Laborers*			2									1			

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		14	2	2			1			23	13	1	
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Grand Total All Employees



Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
Non-Profit Organizations Only:														
Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: T C Construction Company, Inc.

DATE: 2/23/21

San Diego

OFFICE(S) or BRANCH(ES): Santee

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

COUNTY:

- (0) white (7) other
- (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	Blac Afri	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		5) cific nder	(6 Wh		(7 Other Ethn	Race/
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters			5								3			
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers	3		26		1		1				10			
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers													1	
First-Line Supervisors/Managers			3								13			
Glaziers														
Helpers; Construction Trade	2		5		1						1		2	
Millwrights														
Misc. Const. Equipment Operators			29				1				20		1	
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters			19								12			
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers			2								1			
Workers, Extractive Crafts, Miners														
Totals Each Column	5		89		2		2				60		3	
Grand Total All Employees		161						_	_					_
Iindicate By Gender and Ethnicity the N	umber o	of Aboy	ve Emp	loyees	Who Ai	re Disa	bled:					[
Disabled														



March 25, 2021

TC Construction Company, Inc.

10540 Prospect Ave

Santee, CA 92071

RE: Complaints Filed Against / AC Water and Sewer Group 1052A

This letter is to confirm that TC Construction Company, Inc. has not had a complaint filed or pending in the last 10 years against us for discrimination against our Employees, Subcontractors or Suppliers.

Thank you,

Austin Cameron, President

TC Construction Co., Inc., Corporate Office 10540 Prospect Ave., Santee, CA 92071 phone 619.448.4560 | fax 619.258.9751 | estimating fax 619.448.3341

www.tcincsd.com General Engineering Contractor CA 402459 Class A and C-21 | NV 0072614 AZ ROC225328 KA and ROC225329 K-57





TC Construction Co. 10540 Prospect Avenue Santee, CA 92071



9755 Clairemont Mesa Boulevard San Diego, CA 92124 (858) 614-5000

MBAKERINTL.COM