

City of San Diego

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R. Owen / E. Dunn / L. Ambriz

PROPOSAL DOCUMENTS (1-Step RFP)



FOR

BAY HO IMPROVEMENTS 3

RFP NO.: K-23-2112-DB1-3
SAP NO. (WBS/IO/CC): B-19134, B-19136
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 2, 6
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:

2:00 PM

NOVEMBER 1, 2022

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

9/15/2022
Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
REQUEST FOR PROPOSAL	
1. INTRODUCTION AND PROJECT OVERVIEW	5
2. SUMMARY OF WORK	5
3. COMPETITION.....	6
4. PROPOSAL DUE DATE AND TIME	6
5. ESTIMATED PROJECT COST	6
6. LICENSE REQUIREMENT	6
7. CONTRACT PERIOD.....	6
8. PREVAILING WAGE RATES	6
9. PHASED FUNDING.....	6
10. SUBCONTRACTING PARTICIPATION PERCENTAGES.....	6
11. SELECTION AND AWARD SCHEDULE	7
INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS	
1. Prequalification of Contractors and California State License	8
2. Electronic Format Receipt and Opening of Proposals	9
3. Electronic Submissions Carry Full Force And Effect.....	10
4. Proposals are Public Records.....	11
5. Equal Opportunity Contracting Program.....	11
6. Pre-Proposal Activities.....	12
7. Examination of Plans, Specifications, and Site Of Work.....	13
8. Changes to The Scope of Work.....	13
9. Design Submittals	13
10. Bonds and Insurance	14
11. Submittal Requirements.....	14
12. Selection Criteria and Scoring.....	15
13. Subcontractor Information.....	16
14. Award	17
15. Additional Policies, Procedures, Terms and Conditions.....	18
PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND	20
CERTIFICATION AND FORMS	22
ELECTRONICALLY SUBMITTED FORMS	33

TABLE OF CONTENTS

SECTION	PAGE
ATTACHMENTS	
A.	PROJECT DESCRIPTION, SCOPE OF WORK, AND BRIDGING DOCUMENTS..... 43
B.	PHASED FUNDING PROVISIONS..... 83
C.	EQUAL OPPORTUNITY CONTRACTING PROGRAM 86
D.	PREVAILING WAGE 106
E.	SUPPLEMENTARY SPECIAL PROVISIONS 111
	Appendix A - Notice of Exemption..... 131
	Appendix B - Fire Hydrant Meter Program..... 134
	Appendix C - Materials Typically Accepted by Certificate of Compliance..... 148
	Appendix D - Sample City Invoice with Cash Flow Forecast 150
	Appendix E - Location Map..... 153
	Appendix F - Adjacent Projects Map 155
	Appendix G - Vicinity Map 157
	Appendix H - Contractor’s Daily Quality Control Inspection Report..... 159
	Appendix I - Monthly Drinking Water Discharge Monitoring Form 162
	Appendix J - Hazardous Label/Forms..... 165
	Appendix K - Sample of Public Notice 171
	Appendix L - Resurfacing Sheets 173
	Appendix M - Long-Term Maintenance and Monitoring Agreement 177
F.	RESERVED..... 195
G.	EVALUATION AND SELECTION CRITERIA..... 196
H.	PRICE FORMS 202
I.	DESIGN-BUILD AGREEMENT 211

REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

- 1.1.1. This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **Bay Ho Improvements 3** Design-Build project.
- 1.1.2. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.
- 1.1.3. Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.
- 1.1.4. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 1.1.5. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- 1.1.6. The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.1.7. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

- 2. **SUMMARY OF WORK:** This is the City's solicitation process to acquire Design-Build services for a Design-Build project to construct approximately 9,483 linear feet (LF) (1.80 miles) of polyvinyl chloride (PVC) water mains to replace existing 4-, 6-, 8-, and 12-inch diameter asbestos cement (AC) water mains via open trench within the same trench alignment at the same or shallower depth, including associated water services, fire hydrants, valves, water meters, and other appurtenances. Construction of approximately 5,108 LF (0.97 miles) of PVC sewer mains to replace existing 6-inch and 8-inch diameter vitrified clay (VC) sewer mains via

open trench within the same trench alignment at the same or shallower depth, including associated laterals, manholes, cleanouts, and other appurtenances; and curb ramps, traffic control, etc.. For additional information refer to Attachment A.

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

4. PROPOSAL DUE DATE AND TIME ARE: November 1, 2022 at 2:00 PM

5. ESTIMATED PROJECT COST: The City's estimated cost for this project is **\$17,800,000**.

6. LICENSE REQUIREMENT: To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A or C-34**

6.1. ADDITIONAL LICENSE REQUIREMENTS: See Appendix M - Long Term Maintenance and Monitoring Agreement for **C-27** requirement.

7. CONTRACT PERIOD: The Project, including the Plant Establishment Period, shall be completed within **320 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: Subcontracting participation percentages apply to this contract.

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

1. SLBE participation	8.4%
2. ELBE participation	13.9%
3. Total mandatory participation	22.3%

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

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

10.2.2. Proposer's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD)

or Digital Video Disc (DVD), demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Proposal due date if the overall mandatory participation percentage is not met.

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:

- | | | |
|--------------|----------------------------|--------------------------|
| 11.2. | Proposal Due Date | November 1, 2022 |
| 11.3. | Selection and Notification | December 1, 2022 |
| 11.4. | Limited Notice to Proceed | February 22, 2023 |

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

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

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: Proposals will be received in electronic format (eBids) EXCLUSIVELY** at the City of San Diego's electronic bidding (eBidding) site, at: <https://www.sandiego.gov/cip/bidopps/http://www.sandiego.gov/cip/bidopps/index> 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 online. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.

2.6. **TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate proposal PDFs by the due date and time.

2.6.1. The Technical proposal, 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 all certifications' forms **shall** be submitted with the Technical Proposal.

- 2.6.2. The Price proposal, should detail the cost structure and include the price forms as required herein.
- 2.7. **RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- 2.8. **PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.
- 2.8.1. **Important Note:** Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.
- 2.9. **ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.:** To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

3. **ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT**

- 3.1. The proposer, by submitting its electronic proposal, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2. By submitting an electronic proposal, the proposer certifies that the proposer has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits, and the solicitation documents), and that by submitting the eBid as its proposal, the proposer acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3. The Proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this proposal are true and correct.
- 3.4. Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- 3.5. The Proposer agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

4. PROPOSALS ARE PUBLIC RECORDS: Upon receipt by the City, proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposal's General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. EQUAL OPPORTUNITY CONTRACTING

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

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

5.3. Design-Builder's Work Force

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

5.3.2. If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in this contract.

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.priscompliance.com/etc/vendortutorials.htm>

5.5.3.1. The City may retain progress payments if:

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

5.5.3.3. EOCP reporting is delinquent or inadequate.

5.5.3.4. Underpayment has occurred.

6. PRE-PROPOSAL ACTIVITIES

6.1. Submission of Questions

6.1.1. The Director (or designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Contract Specialist Email Address: RRiego@sandiego.gov.

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

6.2. Revisions to the RFP

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

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

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

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

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

- 9. **DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the

Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

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

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

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

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

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

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

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

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

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

11.2. PRICE PROPOSAL REQUIREMENTS

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

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

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

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

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

12. SELECTION CRITERIA AND SCORING

12.1. An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional

participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.

- 12.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 12.3. The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.
- 12.4. Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- 12.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

13. SUBCONTRACTOR INFORMATION:

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

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor - regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 13.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals

shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

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

14. AWARD

- 14.1.** After the Technical Proposals have been evaluated, scored, and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- 14.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- 14.3.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 14.4.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 14.5.** Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 14.6.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project’s preliminary design may not be eligible

to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

- 14.7.** To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

15. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 15.1.** The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 15.2. Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 15.3. Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- 15.4. Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 15.5. Submittal of "Or Equal" Items.** See 4- 6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 15.6. Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 15.7. San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 15.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.

- 15.8.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 15.8.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 15.8.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 15.8.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 15.8.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 15.8.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 15.8.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
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 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

PERFORMANCE BOND, LABOR, AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TC Construction Company, Inc., a corporation, as principal, and **Liberty Mutual Insurance Company**, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Ten Million Six Hundred Ninety One Thousand Two Hundred Eleven Dollars and Zero Cents (\$10,691,211.00)** for the faithful performance of the annexed contract, and in the sum of **Ten Million Six Hundred Ninety One Thousand Two Hundred Eleven Dollars and Zero Cents (\$10,691,211.00)** for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

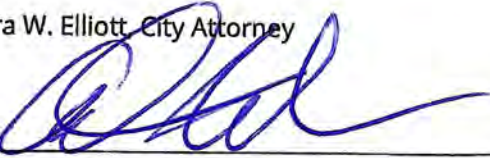
The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: 

Mara W. Elliott City Attorney
By: 

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

Print Name: ~~ADAM~~ W. HANCOCK
Deputy City Attorney

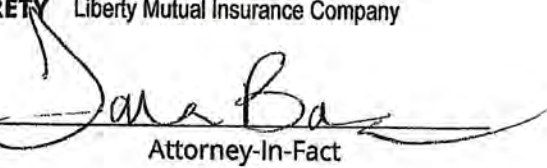
Date: April 20, 2023

Date: 4/26/23

CONTRACTOR TC CONSTRUCTION COMPANY, INC.

SURETY Liberty Mutual Insurance Company

By: 

By: 
Attorney-In-Fact

Print Name: Asin Camean

Print Name: Tara Bacon

Date: 2/13/23
President

Date: February 8, 2023

790 The City Drive South, Suite 200, Orange, CA 92868
Local Address of Surety

(800) 763-9268
Local Phone Number of Surety

\$78,199.00*
Premium

*Subject to adjustment based on final contract price

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of San Diego }

On April 25, 2023 before me, Sandra Weeks, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Austin Cameron
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Sandra Weeks
Signature of Notary Public

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: Job 23-001 Performance Bond Labor and Materials men's
Document Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of San Diego

On February 8, 2023 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)





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

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

Certificate No: 8206895-024019

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of December, 2021.



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

By: David M. Carey
David M. Carey, Assistant Secretary

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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of February, 2023.



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

CERTIFICATIONS AND FORMS

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego City Council Ordinance No. O-2022-53 Emergency Ordinance to Implement the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City of San Diego (City) contractors, who interact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. Contractors must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
4. Contractors must certify that members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
5. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

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
Engineering & Capital Projects Department
CONSTRUCTION MANAGEMENT AND FIELD SERVICES

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20____
Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
for construction of _____
_____ in the City of San Diego, will be obtained from sources herein designated.

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

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

Distribution:

Supplier

Signature of Supplier

Address

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR PROPOSAL NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR PROPOSAL SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the proposer and submitted (uploaded) electronically with the bid in PlanetBids.

- A. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- B. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- C. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**
- E. DESIGN-BID PROPOSAL**
- F. DESIGN-BUILDER'S GENERAL INFORMATION**

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: _____

Certified By _____ Title _____
Name

_____ Date _____
Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title		Phone	Fax

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
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
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.

Print Name, Title
Signature
Date

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

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION
<p>To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i>, participating as a <i>subcontractor</i>, employee, agent or representative of another <i>person</i> contracting with the City.</p>

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

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: _____

Certified By _____ Title _____

Name

Date _____

Signature

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: _____

Certified By _____ Title _____

Name

_____ Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DESIGN-BUILD PROPOSAL

1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Bay Ho Improvements 3** Design-Build Contract.

2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.

3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

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

Dated: _____

The Design-Builder: _____

By: _____
(Signature)

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.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted _____

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

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

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted _____

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

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)

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

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

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

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 _____

LICENSE NO. _____ EXPIRES _____, _____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

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): _____

E-Mail Address: _____

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 _____

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

ATTACHMENTS

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, AND BRIDGING DOCUMENTS

ATTACHMENT A
PROJECT DESCRIPTION, SCOPE OF WORK, 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 Storm Water Management Discharge Control- See Section 10 in Attachment E Supplementary Special Provisions
- 30 Design Submittals
- 31 Community Relations and Public Outreach Program
- 32 Quality Assurance and Control
- 33 Quality Assurance / Quality Control Guidelines
- 34 Noise Abatement and Control
- 35 Project Meetings
- 36 Red-lines
- 37 Record Keeping
- 38 Required Test/Material Certificates
- 39 Reference Standards
- 40 Design Guidelines
- 41 Bridging Documents
- 42 Supplemental Requirements
- 43 Location of Work

PROJECT DESCRIPTION, SCOPE OF WORK, AND BRIDGING DOCUMENTS

- 1. PROJECT DESCRIPTION:** Construction of approximately 9,483 linear feet (LF) (1.80 miles) of polyvinyl chloride (PVC) water mains to replace existing 4-, 6-, 8-, and 12-inch diameter asbestos cement (AC) water mains via open trench within the same trench alignment at the same or shallower depth, including associated water services, fire hydrants, valves, water meters, and other appurtenances. Construction of approximately 5,108 LF (0.97 miles) of PVC sewer mains to replace existing 6-inch and 8-inch diameter vitrified clay (VC) sewer mains via open trench within the same trench alignment at the same or shallower depth, including associated laterals, manholes, cleanouts, and other appurtenances; and curb ramps, traffic control, etc.

- 2. SCOPE OF WORK:**
 - 2.1.** The Work and Services required of the Design-Builder include those during design and construction of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project.
 - 2.2.** The Design-Builder shall be responsible for performing and completing, and for causing all Sub-consultants/Subcontractors to perform and complete the design and construction of the Project as set forth in the Contract Documents.
 - 2.3.** The Design-Builder shall provide all Work and Services required by the Contract Documents, including those described as "if required," "if directed," "potential," "optional," "may," or similar adjectives and phrases. This work falls under the appropriate proposal items.
 - 2.4.** The Design-Builder covenants that the Services shall meet the performance expectations of the City as described in this Scope. The Design-Builder shall be responsible for achieving Completion of the Project as set forth in the Project Schedule, as the same may be extended from time to time pursuant to the provisions of the Contract.
 - 2.5.** The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, the local conditions under which the Work is to be performed, and as to the requirements of the Proposal Documents, Plans, and Specifications.
 - 2.6.** As the Engineer of Work, the Design-Builder shall refer to the City's preliminary design information for the purpose of preparing a set of Plans and Specifications for the construction.
 - 2.7.** The Scope of Work and Services [Scope] shall also include but is not limited to the following: Conducting investigations, as-built research, and additional design survey

services including physical and aerial surveys if needed for the completion of design work;

1. Conducting investigations, as-built research, and additional design survey services including physical and aerial surveys if needed for the completion of design work;
2. 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;
3. Obtaining all City and external agencies plan check approvals; and providing engineering services during construction, startup, and testing;
4. Construction of sewer and water mains and appurtenances including all high-lining, cut and plug and cut ins;
5. Monitoring for potential of any hazardous materials and coordination with local resource agencies;
6. Value engineering;
7. Additional geotechnical investigation and potholing;
8. Performance and implementation of QA/QC,
9. Landscaping and re-vegetation plan, if required;
10. Traffic control, paving, AC overlay or Slurry Seal for all streets, storm water permitting and compliance, current ADA Compliance on all curb/ped ramps.
11. Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and,
12. Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.
13. The Design-Builder shall use MicroStation in compliance with the City's "Consultant Standards for Preparation of PS&E."
14. 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

3. CITY SERVICES:

- 3.1. The City will provide only the services listed in this section. All other services necessary for complete design and construction of the Project shall be provided by Design-Builder.
- 3.2. 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, Part 1, General Provisions (B), subsection 2-6.6.
 - 3.2.1. Submittal Review and Approval. The City will review each submittal within 20 Working Days of receipt. See The WHITEBOOK, Part 1, General Provisions (A), subsection 2-5.3.1.

- 3.2.2. Construction inspection, administration, and material testing
- 3.2.3. Construction Survey.
- 3.2.4. Plan checking fees.
- 3.2.5. One-time orientation on the use of the Public Works Department's GIS and other databases that the City makes available to the Design-Builder.
- 3.2.6. Easement Acquisition, including right-of-way drawing.
- 3.2.7. Permit fees (not including Caltrans).

4. CITY PROVIDED INFORMATION:

- 4.1. The City will provide the following information to Design- Builder. The City does not guarantee the accuracy of this information. The Design-Builder shall conduct further research as necessary to verify the information.
- 4.2. Access to existing topographic maps, San Diego Geographical Information Source (SanGIS) Maps, and electronic files in the possession of the Right-of- Way Design Division. The Design-Builder's expenses for copying will be reimbursed by City unless the copying was performed using City equipment and supplies.
- 4.3. One time access to the CIP Tracking/SPLASH Database to identify existing and proposed Projects in surrounding areas and limited access, as determined by City, to City's on-line records on, make arrangements with the Engineer or designee at least 1 week in advance to reserve the computer workstation.
 - 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.
 - City's QA/QC checklists.
 - Access to Public Works Department's on-line as-built drawings and available design survey information where available.
 - Traffic Control development process.

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

- 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. 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. COMMUNITY INPUT:

- 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 at least 2 community presentation meetings of 2-4 hours each (usually scheduled during the early 30% design and prior to start of construction) and during construction as required by the City. The Design-Builder shall also prepare and receive City approval of hand-outs and displays for the community presentations. The Design-Builder shall prepare and implement a community relations plan as discussed later in Community Relations and Public Outreach Program section of this Scope. The Design-Builder shall also receive the Engineer's approval for night and after-hours work.

7. PHOTO LOG AND VIDEOTAPE:

7.1. The Design-Builder shall comprehensively photograph and videotape the Project Site before, during, and after construction of the Project. Prior to Acceptance, the Design-Builder shall prepare and submit the following items to City:

1. A still-photo log including the photographs taken;
2. One copy of each of the still-log photos bound in a three-ring binder;
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. COORDINATION:

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

9. EXISTING INFORMATION:

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

10. REQUESTS FOR CLARIFICATIONS OR INFORMATION

10.1. The Design-Builder shall submit all RFI's to the 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. SUBSTITUTIONS:

- 11.1.** Prior to receipt of the final design, the City will consider written substitution requests from the Design-Builder for substitution of products or manufacturers, and construction methods (if specified). After the City receives the final design, substitution requests will be considered only in the case of unavailability of a product or other conditions beyond control of the Design-Builder. Design-Builder shall use Material Substitution request form included as part of Bridging Documents.
- 11.2.** The Design-Builder shall have the full burden of demonstrating that the proposed substitution is equal to the specified manufacturer, product, or construction method. By the act of submitting a substitution request, the Design-Builder warrants that:
 - 11.2.1.** The Design-Builder has investigated the proposed substitution and has determined that it is equal to or superior in all respects to the specified manufacturer, product, or construction method.
 - 11.2.2.** The Design-Builder will provide the same or better guarantees or warranties for the proposed substitution as for the specified manufacturer, product, or construction method.
 - 11.2.3.** The Design-Builder waives all claims for additional costs or extensions of time related to the proposed substitution that subsequently may become apparent.
- 11.3.** The City will not accept a proposed substitution if any one of the following applies:
 - 11.3.1.** Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
 - 11.3.2.** Acceptance will delay completion of the Design-Builder's Work or Services or the work or services of other City contractors.
 - 11.3.3.** The Design-Builder does not specifically identify a substitution that appears on a Shop Drawing and/or does not submit a formal substitution request.
- 11.4.** The City will determine in its sole discretion whether the proposed substitute is equal to the specified manufacturer, product, or construction method. If the City determines that a proposed substitute is not equal to that specified, the Design- Builder shall provide the specified manufacturer, product, or construction method at no additional cost to the City or delay to the Project.
- 11.5.** The City will consider only one substitution request for each product.
- 11.6.** The Design-Builder shall submit a separate approved Shop Drawing for any proposed substitution that is accepted by the City. The City's acceptance of a substitution does not relieve the Design-Builder from the requirements for submission of Shop Drawings.

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

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

 - 1.** The Design-Builder shall provide complete design for all elements of the Project (as applicable) such as: civil, 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.
 - 2.** The Design-Builder shall incorporate the requirements of permitting agencies as may become apparent in the course of Project design. The Design-Builder shall apply for and secure all permits and provide all necessary reports, studies, and support required to obtain the permits. Permit and utility fees, if any, will be paid by the City. In addition, the Design-Builder shall research and comply with all Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA and the City Fire Department. The Design-Builder shall develop an air pollution control plan, a noise abatement plan, Water Pollution Control Plan (WPCP) and a hazardous materials management plan, if required. If required, the Design-Builder shall incorporate appropriate facilities into the design.
 - 3.** With prior authorization from the Engineer, the Design-Builder shall provide additional geotechnical investigations and potholing to the extent the Design-Builder determines that they are necessary for Final Design.

13. SURVEYING:

- 13.1.** The Design-Builder understands and agrees that any survey information provided by the City is preliminary in nature and may not have sufficient accuracy or scope to support Final Design. . No design survey is provided by the City for this project.

- 13.2. The Design-Builder shall perform all additional physical and aerial surveys as needed to prepare the construction plans and as-built drawings in accordance with the City standards.
- 13.3. Construction survey will be performed by the City with prior arrangement. The Design-Builder shall coordinate with the Engineer.

14. AS-BUILT INFORMATION:

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

15. ENVIRONMENTAL AND PERMIT SUPPORT:

- 15.1. This Scope is based on studies and reviews performed by City's Development Services Department [DSD] which are included in the Bridging Documents. The Design-Builder shall identify all permits required for the Project as well as all requirements for those permits. All permits shall be acquired by the Design-Builder and the costs thereof paid by City. At the 60%, 100% and Final Design completion levels, the Design-Builder shall submit to City a written list of permits required for the Project. The Design-Builder shall identify all permitting agencies and authorities having jurisdiction. The Design-Builder shall prepare permit applications and submit the applications to the Engineer for review. The Design-Builder shall provide technical services as required by the permitting agencies during permit acquisition. The Design-Builder shall incorporate mitigation provisions and DSD review requirements, including the certified CEQA document into the Construction Documents. The Design-Builder shall identify and estimate quantities of BMP's to comply with WPCP requirements.

16. OWNER/GOVERNMENTAL APPROVALS:

- 16.1. The Design-Builder shall obtain all City and other jurisdictional agency approvals as required to implement the design and construction of the Project. The City 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. GEOTECHNICAL INVESTIGATION:

- 17.1. The Design-Builder shall review any available geotechnical reports and provide the necessary geotechnical investigations and testing required to design and to construct the Project in accordance with the Contract requirements. See section 12.4.

18. CORROSION SURVEY REPORT:

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. POTHOLING:

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:

1. Utility.
2. Conduit quantity, type, and size.
3. Depth to top of conduit.
4. Horizontal coordinates (NAD 83).
5. Surface elevation (M.S.L).
6. Top elevation of conduit.

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

1. Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.
2. Backfill and cover the pipe with native soil.
3. For those pothole excavations located in the roadway, trench resurfacing shall comply with SDG-107.

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. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS:

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

21. LOCAL CONDITIONS:

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

1. Conditions bearing on transportation, disposal, handling, and storage of materials;
2. The availability of labor, materials, water, power, and roads;
3. Weather conditions;
4. Physical conditions at the Project Site;
5. The surface conditions of the ground; and
6. The character of equipment and facilities needed prior to and during the performance of the Work

22. ACCESS TO THE WORK:

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

23. SUPERVISION:

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

being performed. The superintendent shall represent the Design-Builder, and communications given to the superintendent shall be as binding as if given to the Design-Builder.

24. AUTHORIZATION TO PROCEED:

- 24.1.** Following each design review, the Design-Builder shall meet with the Engineer to:
1. Discuss the comments and responses, and to resolve all open issues and disagreements;
 2. Confirm the next level of design development; and
 3. Obtain written authorization to proceed with the next design level; and
 4. Obtain written authorization to proceed with construction.

25. DESIGN CALCULATIONS:

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

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

- 26.1.** The Design-Builder shall submit written estimates of plan checks required to complete the Project. In the written estimates, the Design-Builder shall:
1. Identify all authorities having jurisdiction, including but not limited to the City Planning Division, Development Services Department, the City Traffic Section of Construction Management and Field Services, and other utilities. City will prepare plan check applications and submit the applications to the authorities having jurisdiction. Payment for plan check applications shall be made by City.
 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:
1. Field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.

2. Products with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.
 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.
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.
 2. City's review and acceptance of a separate item as such shall not indicate approval of the assembly in which the item functions.
 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:

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
 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:
1. The Design-Builder shall submit 3 copies of each approved Shop Drawing to the Engineer for QA/QC purposes.
 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.
 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.
 4. For each submittal and using a label and/or a rubber stamp, the Design-Builder shall include the following information in the same or a substantially similar form:

Submittal No.
Contract No.
Project Name:
Name of Design Builder:
Reviewed and Approved for Conformance with the Contract Documents:
Printed Name: _____
By: _____

(Signature)
Reference Drawing Sheet No's:
Reference Spec Section No's:

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 resubmittal, as determined by the Engineer, City may deduct from the Contract Price the costs of City review beyond the first re-submittal.
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.
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.
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.
 6. City will not accept Shop Drawings that are either:
 - i. Copies of plans; or
 - ii. Materials or equipment identified solely by catalog numbers.

7. 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.
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

The Design-Builder shall ensure that the catalog data identifies the manufacturer of the product.
 6. 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.
10. 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. DESIGN DEVELOPMENT:

- 28.1. The Design-Builder shall design the Project in compliance with all applicable laws, City and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the Contract Documents, the Municipal Sewer Approved Materials List, City noise and air pollution

emissions regulations, applicable hazardous material handling and disposal regulations, the City's policies, and all other Reference Specifications approved by City at the time of Award.

- 28.2.** The Design-Builder shall prepare and submit design packages for review and acceptance by City in accordance with City's guidelines and the Project Schedule. The Design-Builder's use of City's guidelines shall not reduce, change, mitigate, or absolve the Design-Builder's responsibility for the Project design in any way. The Design-Builder's acts of stamping and signing the drawings, specifications, calculations, or other final design documents shall mean that the Design-Builder understands, accepts, and approves all measures contained in or implied by City's guidelines.
- 28.3.** The Design-Builder shall use the Bridging Documents as the starting point for Project design. The Final Design shall be based on the concepts in these documents. The Design-Builder shall review the Bridging Documents and verify the data and recommendations (i.e., proposed alignments and conceptual plans) prior to including them in the Project design. The Design-Builder shall perform the engineering tasks necessary to refine and optimize the Project, including but not limited to reevaluation and necessary modification of questionable/pending proposed alignments contained in the Bridging Documents.
- 28.4.** The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 30.7, the Final Design documents shall also include but not be limited to:
 - 1.** One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design-Builder.
 - 2.** Two complete electronic file sets of all final drawings on CD-Rewritable (RW) recordable disks in Bentley MicroStation Version V8 SE format.
 - 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.
 - 4.** Two complete electronic file sets of the final specifications in MS Word processing software format.
 - 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.
 - 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.

7. Other reports and documents as may be required by City.
- 28.5. Procedures and time allowances for City's review of the design submittal, response by the Design-Builder to City's comments, and obtaining City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.
- 28.6. In coordination with Traffic Section of Construction Management and Field Services, 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 shall be approved by City's Traffic Section of Construction Management and Field Services. The Design-Builder shall maintain an appropriate level of access and site security at all Project facilities to avoid significant impacts to the public.
 1. 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 engineered traffic control plans and which sections can be adequately addressed using working drawings developed by the Design-Builder prior to construction.
 2. The Design-Builder shall prepare a preliminary traffic control approach for City's review and approval prior to preparation of traffic control plans.
 3. The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.
 4. The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.
 5. The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.
 6. 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 will be constructed or relocated as a result of the Project.
- 28.8. The Design-Builder's design shall comply with the ADA and Title 24. The Design-Builder shall complete and submit an ADA Compliance Review Checklist available from the City.
- 28.9. The Design-Builder shall prepare a construction quantity takeoff at 60%, 100% and Final submittals.
- 28.10. The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check and from the permitting agencies.
29. **STORM WATER MANAGEMENT DISCHARGE CONTROL – SEE SECTION 10 IN ATTACHMENT E SUPPLEMENTARY - SPECIAL PROVISIONS.**
30. **DESIGN SUBMITTALS:**
 - 30.1. General: The Design-Builder shall ensure that all design submittals conform to the requirements described in this Section. City will reject any submittal that fails to meet

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

30.2. 30 percent design Submittal - The 30% design submittal shall include but not be limited to:

1. Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
2. Incorporation of the information contained in the Bridging Documents.
3. Reviewed preliminary calculations and hydraulic calculations.
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 predesign 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.

30.3. 60 percent design Submittal - The 60 percent design submittal shall include but not be limited to:

1. Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
2. Updated and incorporated information and comments from the 30 percent design submittal.
3. Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.
4. Location of construction staging areas (if applicable).

5. A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
 6. Plans will be presentable to City environmental section review per their guidelines.
- 30.4.** Drawings that shall include at a minimum:
1. Updated plan and profile sheets for the sewer and water improvements, and construction details and notes.
 2. Identification of both special and standard details.
 3. A complete list of construction drawings on cover sheet.
 4. Definition of the construction method to be used for pipe installation.
 5. A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
 6. Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.
 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.
 8. List of special conditions, if any.
 9. Quantity take-off per plan sheet.
 10. A complete draft of specifications in The GREENBOOK format including:
 1. Table of contents.
 2. The Design-Build Special Provisions.
- 30.5.** 100 percent design Submittal - The 100 percent design submittal shall include but not be limited to:
1. Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
 2. Updated and incorporated information and comments from the 60 percent design submittal.
 3. Completed, reviewed, and bound calculations and hydraulic calculations.
 4. Updates to geotechnical report, if any.
 5. Permit applications as necessary.
 6. Completed specifications in Green-book format.
 7. Quantity take-off.
 8. Drawings in all disciplines, including final and traffic control Plans approved by City, if any.

9. 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.

30.6. Final Design Submittal - The Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:

1. Updated and incorporated information and comments from the 100 percent design Submittal.
2. Comments from permitting agencies, including a log of comments and responses.
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.
4. City will review the Pre-Final Design and return comments to the Design-Builder. The Design-Builder shall, within 20 Working Days of receipt of City's comments, submit a Final (100%) Design to the Engineer, which shall include but not be limited to:
 1. Updated and incorporated comments from the Pre-Final Design Submittal.
 2. Final drawings and calculations shall 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.
5. Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.

30.7. Design Submittal Deliverables:

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.
 1. Drawing format shall conform to the City of San Diego CADD Standards and City provided "T" files. The standard scales are 1"=40' for plans and 1"=4' for profiles.
 2. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements.
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.
3. The Design-Builder shall submit all drawings in Bentley MicroStation V8 SE 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. 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.

4. The Design-Builder shall submit the Final Design documents to the Engineer, which shall include but not be limited to:
 1. One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by The Design-Builder's qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by The Design-Builder.
 2. 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.
 3. Two complete electronic file sets of the final specifications.
 4. Two complete electronic file sets of the final drawings on CD-RW.
 5. Six complete and approved 8½-inch by 11-inch copies of the final construction cost estimate.
 6. Two complete electronic files of the final construction quantity takeoffs and cost estimate.
 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.
 8. Other documents as required elsewhere in this Scope or required by the Engineer.
 9. The Design-Builder shall use the following table as a minimum guide for preparation of the design drawings

30% Submittal	
Title Block:	Drawing Number Title WBS Number
General:	North Arrow Scale

Existing Plan:	Ownership Lines Water Services and appurtenances Sewer Laterals and appurtenances Electric Lines, Boxes and Services
	Telco Lines, Boxes and Services Street Center Line Fire Services Lot Lines Right of Way Lines Street Names Stationing Trolley Tracks
30% Submittal	
Existing Profile:	Existing Water Mains Horizontal and Vertical Scale Elevation Scales Existing Grades / Existing Pavement Existing Utility Crossings with Elevations Street Names
60% Submittal	
Title Block:	Street Names and Limits
General:	Cover Sheet – Limits of Work
Proposed Plan:	Dimensioning Addresses Stationing Plugs and Dead End Details Pipe Sizes and Lengths Sewer Laterals Manholes
Proposed Profile:	Stationing Pipe Size and Lengths
Sewer:	Manhole with Inverts
Final Submittal (100%)	
Title Block:	Lambert Coordinates Designer's / Drafter's Name Number of Street
General:	Street Name (RT Margin) Proposed Pipe Data Table

	Proposed Coordinate Table Construction Notes Details Reference Data Retirement Data
Proposed Plan:	Special Plan Notes Subdivision Name Subdivision Map Number Block Numbers Street Closures Caution Call-outs Split-Property
Final Submittal (100%)	
Proposed Profile:	Special Profile Notes Traffic Control Plans
Additional Sheets	Applicable to 30%, 60% and Final (100%) Resurfacing Alignment Sheet BMP, Storm Drain Inlet Protection Plan Curb Ramp Sheet(s) Abandonment Plan Miscellaneous Details

30.8. The Design-Builder shall use MS Word format for all word processing.

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

31. COMMUNITY RELATIONS AND PUBLIC OUTREACH PROGRAM:

31.1. The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have a Public Information Officer (PIO) who will serve as the community liaison. Refer to The WHITEBOOK, section 7-16. The PIO shall work closely with the Communication Department's PIO section in the implementation of the public information and outreach program standards.

31.2. The Design-Builder shall identify, within 10 Working Days of NTP, a specific professional designated to be a full-time public information liaison for the design build team, who shall work cooperatively with, and provide assistance to, the City's team. The Design-Builder shall be available to respond to questions from the community as needed for the duration of the Project and shall participate in related public meetings. The Design-Builder shall prepare and provide presentation materials to explain the Project at community meetings and presentations.

31.3. The Design-Builder shall prepare a complete Community Relations Plan. The Community Relations Plan shall be developed in coordination with the City and presented to the City for review within 30 Working Days of Notice to Proceed. If modifications are required, the City will notify and advise the Design-Builder.

- 31.4.** The Key stakeholders are identified as the public and the City of San Diego, San Diego Unified School District, and Clairemont Community Planning Association. The Design-Builder shall coordinate all activity and Right of Entry permit with the proper school representative and residents.
- 31.5.** The Community Relations Plan shall include the following scope and services but not limited to:
- 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.
 - 2.** A method for construction notification in advance of the start of work.
 - 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.
 - 4.** Develop written list of follow-up information requested from the community.
 - 5.** Respond to telephone calls and e-mails. Standard telephone service and e-mail responses. Record calls and e-mails on electronic tracking form.
 - 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.
 - 7.** Create and maintain online Project webpage and newsletters.
 - 8.** Write, edit, update and/or produce brochures, pamphlets and news releases.
 - 9.** Attend progress meeting and provide status of community relations activities.
 - 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.
 - 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.

32. QUALITY ASSURANCE AND CONTROL:

- 32.1.** The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control. The minimum acceptable quality assurance and quality control plan is described in the Quality Assurance/Quality Control Plan Guidelines, attached hereto and incorporated herein as Attachment A, section 33 – Quality Assurance/Quality Control Guidelines.
- 1.** Design QA/QC - The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.

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.
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.
4. Construction QA/QC - The Design-Builder shall be completely and solely responsible for Project QA/QC during construction.

33. QUALITY ASSURANCE / QUALITY CONTROL GUIDELINES:

33.1. General.

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.
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.
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.
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.
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.
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.

7. The Design-Builder shall implement its QA/QC Plan that was submitted to the City with The Design-Builder's RFP together with any revisions required by City, all of which are incorporated herein by this reference as though fully set forth herein.

33.2. QA/QC During Design.

1. This section describes the mandatory QA/QC Plan philosophies and procedures that the Design-Builder shall follow during design of the Project.
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.
3. The Design-Builder shall include in its Proposal all costs necessary to meet this requirement.
4. The following quality objectives apply to the Project design:
 1. The Design-Builder shall design the Project facilities to meet the scope and objectives set forth in the Bridging Documents, which describe the Project facilities in moderate detail (layout, functions, etc.), thereby establishing the design requirements. The Design-Builder shall design the Project facilities to conform to these requirements except as modified by changes approved by City during design.
 2. The Design-Builder shall design the Project facilities to conform to the requirements of the Contract Documents.
 3. The Design-Builder shall prepare the Construction Documents to the standards of best engineering practice for clarity, uniformity, accuracy, and completeness.
 4. The Design-Builder shall emphasize quality in the design and construction of the Project.

33.3. QA/QC Plan:

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.
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.
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 Section 33.3.8 Review and Comment Form, below.

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:
5. Calculations:
 1. The Design-Builder shall ensure that calculation sheets are signed and dated by the personnel preparing, checking, reviewing, and approving the calculations. The Design-Builder shall index all original calculation sheets in file folders maintained in a single location so that all original calculations for the entire Project can be readily found. At the time the Final Design is accepted by City, the Design-Builder shall submit to the Engineer a legible copy of all calculations, organized in an easy to use indexed loose-leaf binder or in clearly identified file folders.
 2. The Design-Builder shall clearly identify any revisions to the calculations. The Design-Builder shall ensure that all revised calculations are checked, signed, and cross-referenced to the original calculations.
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.
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.
8. Review and Comment Form: The Design-Builder shall establish and maintain Review and Comment Forms which shall contain the following information:
 1. The name of the Project;
 2. City's contract number;
 3. The type of review being conducted;
 4. The name/title of the document being reviewed;

5. Identification of the page, paragraph, or drawing being reviewed;
 6. The reviewer's comments;
 7. The designer's response to the reviewer's comments;
 8. The agreed upon resolution with respect to the comments and response;
 9. The reviewer's signature and date of review;
 10. The designer's signature and date of response; and
 11. The signature of the Design-Builder's Project manager and date of review.
9. The Design-Builder shall ensure that each reviewer's comments are constructive and professional in tone, and that the forms are complete and appropriately filed.

33.4. QA/QC During Construction.

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.
2. The Design-Builder shall take the following measures to ensure that the Work is completed in accordance with the Contract Documents:
 1. Certification by the designer that the submittals, materials, equipment, and Work all conform to the accepted design.
 2. Certification by the vendors and suppliers that the products supplied conform to the Contract Documents, where applicable.
 3. Photos and videos of the Work certified by the designer.
 4. Any other measure designed to ensure that the Work is completed in accordance with the Contract Documents.
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.
4. Factory Inspections and Tests:
 1. The Design-Builder agrees that all products, materials, and equipment, shall be subject to inspections, tests, and witness tests by City at the place of manufacture or fabrication.

2. The Design-Builder agrees that City may, at its option, enter into separate contracts with consultants or others to conduct inspections, tests, and witness tests on behalf of City.
3. The Design Builder agrees that the presence of City, its employees, agents, and/or representatives at inspections, tests, and/or witness tests shall not relieve the Design-Builder of the sole responsibility for providing products, materials, and equipment that comply with all requirements of the Contract Documents. The Design-Builder agrees that compliance is the responsibility of the Design-Builder and shall not be avoided by any act or omission on the part of City or its employees, agents, and/or representatives.
4. The Design-Builder shall provide City with 10 Working Days advance notice of any testing at the place of manufacture or fabrication. At City's option, City, its employees, agents, and/or representatives may conduct inspections and tests at the manufacturing place any time without advance notice to the Design-Builder.
5. Sampling and Testing:
 1. Unless specifically provided otherwise in the Contract Documents, the Design-Builder shall conduct all sampling and testing in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the material, product, or equipment being considered. However, City may accept any other generally accepted system of sampling and testing that will ensure that the quality of the material, product, or equipment complies with the requirements of the Contract Documents. The Design-Builder shall obtain a Change Order from the Engineer prior to using any other generally-accepted system of sampling and testing.
 2. Any waiver by City of any specific testing or other QA/QC Plan measures shall not be binding on City except when formalized by a fully executed Change Order, regardless of whether the waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other QA/QC requirements as originally specified, and of whether the guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work.
 3. The City may inspect and make independent investigations and tests of the Work. The Design-Builder agrees that if any portion of the Work fails to meet any of the requirements of the Contract Documents, City may require the Design-Builder to remove, correct, or reconstruct the Work in accordance with the Contract Documents.
6. Inspection and Testing Laboratory Service:
 1. The City may require that Work located in the City right-of way be tested by the City's testing laboratory. The Design-Builder shall coordinate with the Engineer to cause such tests to be performed.

2. Inspections, testing, and other services that are to be performed by the City, whether specified in the Contract Documents or required by the Engineer, will be performed by City's testing laboratory. The cost of these services will be paid for by City.
 3. City's testing laboratory will submit reports in duplicate to the Engineer. The reports will document observations, results of tests, and compliance or non-compliance with the Contract Documents.
 4. The Design-Builder shall cooperate with the Engineer and City's Testing Laboratory by furnishing samples of materials, concrete design mix, equipment, tools, and storage, and by providing other assistance as requested by City.
 5. The Design-Builder shall notify the Engineer 48 hours prior to commencement of Work requiring inspection and laboratory testing services.
 6. The Engineer will direct that any retesting required because of non-conformance to the Contract Documents be performed by the laboratory that performed the original test. Design-Builder shall bear all costs from any such retesting at no additional cost to City.
 7. The Design-Builder shall be responsible for all tests required by the specifications or referenced codes and standards, unless specifically noted otherwise in the Contract Documents.
7. Special Inspection:
1. The Design-Builder shall provide all special inspections
 2. required by the California Building Code as currently adopted
 3. by City, including all inspections performed off the Project
 4. Site. The Design-Builder shall pay the cost of such
 5. Inspections, and shall include the cost in DB's Proposal.
8. Installation:
1. Inspection: The Design-Builder shall inspect materials and/or equipment upon their arrival at the Project Site and immediately prior to installation. The Design-Builder shall reject damaged and defective materials and/or equipment. The Design-Builder's inspection shall include:
 - a) A review of the Contract requirements;
 - b) Verification that all materials and/or equipment have been tested, submitted, and approved;
 - c) Examination of the Work area to ascertain that all preliminary Work has been completed;

- d) 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;
 - e) 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;
 - f) An examination of the quality of workmanship; and
 - g) A review of control testing for compliance with the Contract requirements.
- 2.** Measurements: The Design-Builder shall verify measurements and dimensions of the Work as an integral step of starting each installation. The Design-Builder shall be solely responsible for proper fit up and connection of components.
- 3.** Special Procedures: The Design-Builder shall provide methods and facilities to ensure conformance with requirements for special process specifications such as nondestructive testing of materials. The Design-Builder shall maintain certifications for personnel, procedures, and equipment as necessary to meet the requirements of the Contract Documents and all Applicable laws.
- 4.** Manufacturer's Instructions: The Design-Builder shall comply with applicable manufacturer's instructions and recommendations for installation, if those instructions and recommendations are more explicit and/or more stringent than the requirements of the Contract Documents.
- 5.** Storage and care: If not immediately installed, the Design-Builder shall store and care for all materials and/or equipment delivered to the Project Site according to the manufacturer's recommendations.
- 9.** Manufacturer's Field Installation Services and Reports:
- 1.** When required by the specifications, the Design-Builder shall cause material or product suppliers or manufacturers to provide qualified personnel to:
 - a) Observe and evaluate:
 - i. Project Site conditions;
 - ii. Conditions of surfaces and installation;
 - iii. Quality of workmanship;
 - iv. Start-up of equipment; and
 - v. Testing, adjusting, and balancing of equipment.
 - b) Provide instructions when necessary.
 - 2.** The Design-Builder shall report in writing to the Engineer any observations and Project Site decisions or instructions given to the

Design-Builder by a material or product supplier or manufacturer's personnel that are supplemental or contrary to the written instructions of the material or product supplier or manufacturer.

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

10. Sample City QA/QC Checklists:

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

34. NOISE ABATEMENT AND CONTROL:

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

35. PROJECT MEETINGS:

- 35.1. Progress Meetings – Design Phase - The Design-Builder shall schedule and hold regular progress meetings at least monthly and at other times as requested by the Engineer. Prior to a progress meeting, the Design-Builder shall submit its progress meeting format to the Engineer for review and acceptance. The Design-Builder shall also submit to the Engineer for review
 - i. A meeting agenda prior to each meeting; and
 - ii. Minutes of each meeting prior to the next meeting. The Design-Builder shall ensure that its key personnel attend the progress meetings.
- 35.2. Progress Meetings – Construction Phase - The Design-Builder shall schedule and hold regular weekly progress meetings and at other times as requested by the Engineer. The Design-Builder shall report in writing to the Engineer the previous week's progress

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

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

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

- 35.3.** Public Meetings - During the course of the Project, a minimum of 2 of the Design-Builder's key personnel and the Engineer shall attend community meetings as part of the Design-Builder's community outreach program. Typically, these meetings are scheduled for two to four hours on weekday evenings. At a minimum, 1 meeting will be scheduled at 30 percent design review and the other just prior to construction. The Engineer may direct the Design-Builder to attend other meetings at no additional cost.
- 35.4.** Other Meetings - From time to time during the Project, the Engineer may direct the Design-Builder to attend other meetings. These may include but are not limited to meetings with environmental or regulatory agencies, meetings with Water Operations, utility companies, and other City divisions or departments. These meetings shall be done at no additional cost.
- 35.5.** The Design-Builder shall prepare and submit typical meeting minutes of all meetings including a list of attendees, contact information, proceedings, and all pertinent information.

36. RED-LINES:

- 36.1.** The Design-Builder shall be responsible for Red-lines as described in Section 2-5.4 Red-lines and Record Documents.
- 36.2.** Prior to final completion, The Design-Builder shall prepare and submit one complete set of full sized (24-inch x 36-inch) original mylar final As-Built Drawing CADD plots in accordance with the City's CADD 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 engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by the Design-Builder. Drawing mylar shall be 3 mils minimum thickness.
- 36.3.** Prior to Final Completion, the Design-Builder shall also submit:
 - 1.** Five complete full-sized sets of blueprint or copies of the final As Builts.
 - 2.** Two complete electronic file sets of the final As-Builts on CDs (typical) prepared in the V8 version of Bentley MicroStation Version SE CADD software in accordance with City's CADD Guideline.

37. RECORD KEEPING:

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

38. REQUIRED TEST/MATERIAL CERTIFICATES:

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

39. REFERENCE STANDARDS:

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

40. DESIGN GUIDELINES:

40.1. Americans with Disabilities Act (ADA) | Americans with Disabilities Act Accessibility Guidelines (ADAAG).

40.2. American Water Works Association (AWWA).

40.3. California Building Code as adopted by the City of San Diego*.

40.4. California Code of Regulations, Title 24.

40.5. City of San Diego Approved Materials List (AML) as approved by the Water (<http://www.sandiego.gov/water/cip/guidelines.shtml>) and Metropolitan

40.6. Wastewater Departments <http://www.sandiego.gov/mwwd/business/sewer.shtml> .

40.7. City of San Diego Computer Aided Design and Drafting (CADD), <http://www.sandiego.gov/publicworks/edocref/drawings.shtml> .

40.8. City of San Diego Landscape Technical Manual.

40.9. City of San Diego's Manual of Preparation of Land Development and Public Improvement plans. <http://www.sandiego.gov/development-services/industry/landdevcode/landdevmanual.shtml>

40.10. City of San Diego Street Design Manual. <http://www.sandiego.gov/publicworks/pdf/edocref/streetdesignmanual02.pdf>

40.11. City of San Diego Technical Guidelines for Geotechnical Reports, <http://www.sandiego.gov/development-services/pdf/industry/geoguidelines.pdf>

40.12. City of San Diego, Water Department Guidelines and Standards Books 1 through 7 <http://www.sandiego.gov/water/cip/guidelines.shtml>

40.13. County of San Diego Code of Regulations.

40.14. National Electric Code (NBC) as adopted by the City of San Diego.*

40.15. State of California Health and Safety Code.

40.16. Uniform Fire Code (UFC) as adopted by the City of San Diego.*

40.17. Uniform Mechanical Code (UMC) as adopted by the City of San Diego.*

40.18. Uniform Plumbing Code (UPC) as adopted by the City of San Diego.*

40.19. Construction Planning & Scheduling Manual by AGC of America.

40.20. 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.

40.21. City of San Diego Municipal Code:
<http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni.shtml>

40.22. State Historic Preservation Act.

40.23. Storm Water Standards Manual

<https://www.sandiego.gov/stormwater/regulations/newpermitprog/newdev.shtml>

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

41. BRIDGING DOCUMENTS:

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

<https://drive.google.com/drive/folders/1qbc8KHV0ewydfTNBDgp0KCA24212goh2?usp=sharing>

1. Location Map and Conflict Maps
2. PEA Package
3. ADA Report
4. Hydraulic Water Modeling
5. Sewer Modeling
6. Survey Maps
7. FSN List
8. Site Photos
9. As-Builts
10. Project Contact List
11. NOE
12. Form DS-560
13. PE Report

42. SUPPLEMENTAL REQUIREMENTS:

42.1. 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.

42.2. 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).

42.3. Only ADA improvements triggered by this project shall be included in the design. New sidewalks are not included except to replace portions triggered by ADA compliance requirements. See bridging documents.

42.4. 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.

- 42.5.** 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.
- 42.6.** Five (5) feet of cover is required for all 16" transmission mains per the City Water Design Guide. Where this is not feasible or cost-effective the Design-Builder shall provide justification including calculations sufficient for the City PUD to allow an exception where appropriate.
- 42.7.** 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.
- 42.8.** The Design-Builder shall resolve design and construction problems by atypical 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.
- 42.9.** 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.
- 42.10.** 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 (see bridging documents example Sample Progress Map) for the entire duration of the project.
- 42.11.** 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.
- 42.12.** 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.
- 42.13.** 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.
- 42.14.** The Design-Builder shall perform all work described in the Preliminary Street Resurfacing Assessment Sheet included in the Bridging Documents to define the paving scope of work.
- 42.15.** The Design-builder shall submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item in the SOV.

42.16. The RFP's maps and descriptions of proposed improvements such as "replace in place" are conceptual only and deviations from this in the final design by the Design-Builder shall not entitle the Design-Builder to any additional payment.

42.17. 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 paid by the Design-Builder.

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

Council District 2 & 6, within the Clairemont Mesa Community Planning Area. See **Appendix E – Location Map.**

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3.10, "Phased Funding Compensation .
- 1.2. Your failure to perform any of the following may result cancelling your award of the Contract:
 - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** Working Days after meeting with the City's Project Manager.

2. POST-AWARD

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

PHASED FUNDING SCHEDULE AGREEMENT

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

RFP NUMBER: _____

CONTRACT OR TASK TITLE: _____

CONTRACTOR: _____

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to-Exceed Amount
1				\$
2	<u>All Additional phases to be added</u>			
	<u>to this form as necessary.</u>			
Contract Total				\$

Notes:

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

CITY OF SAN DIEGO

CONTRACTOR

PRINT NAME: _____

PRINT NAME: _____

Construction Manager

Signature: _____

Title: _____

Date: _____

Signature: _____

PRINT NAME: _____

Date: _____

Project Manager

Signature: _____

Date: _____

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E.

EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracts Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from

the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.

4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
 - vii. When the City, or it's duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance

with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.

- viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
 - b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

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

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

A. GENERAL.

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

B.

DEFINITIONS.

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

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

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

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

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

C. SUBCONTRACTOR PARTICIPATION.

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

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

- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
 - i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

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

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

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

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
 - 4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

I. SUBCONTRACTOR SUBSTITUTION.

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

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

K. RESOURCES.

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

ATTACHMENT D

PREVAILING WAGE

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

- 1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

 - 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

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

- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:
The **Normal Working Hours** are **8:30 AM** to **3:30 PM**.

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.
- 3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", ADD the following:
7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G - Sample Contractor's Daily Quality Control Inspection Report**.
- 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.

1. 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.nspss.com/page/ALTANSPPStandards>
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% (1σ) of the contours tested fall within $1/3$ contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.
- d) Records Research.
- i. 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).
<https://www.nspss.com/page/ALTANSPPSStandards>
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.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.

- Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - Includes Monument points covering the area of work.
- ii. Data collector project files.
- Raw (unedited) data file.
 - Project file.
 - Point comma delimited text file.
- c) Records Research.
- i. 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.
- ii. 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.
- d) Boundary Ties
- i. 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.
- 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.nsp.us.com/page/ALTANSPPStandards>
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.
 - i. 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.
- ii. 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

- i. 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%.
 - l) 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:

- 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.

3-15.3

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

- 2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Clairemont Drive and Balboa Avenue. See **Appendix F – Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Bay Ho Improvements 1 (S), B-19088, Nabil Batta, 858-614-4561
 - b) Water Group Job 970 CI, B-18075, Nabil Batta, 858-614-4561
 - c) Morena Conveyance Middle, Reyhaneh Martin, 858-243-5036
 - d) PWP Morena Conveyance, Stephen Lindsay, 858-495-7878
 - e) PWP Morena Wastewater Pump Station, Stephen Lindsay, 858-495-7878
 - f) Block 6H UUP, Nibras Romaya, 858-495-4709

SECTION 4 - CONTROL OF MATERIALS

4-3.6

Preapproved Materials. To the "WHITEBOOK", ADD the following:

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

4-6

TRADE NAMES. To the "WHITEBOOK", ADD the following:

- 11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the 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 and defense duties set forth in the Contract.

5-4.1

Policies and Procedures.

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees, or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2

Types of Insurance.

5-4.2.1

General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall

maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.

2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

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

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of

Professional Liability coverage with a limit of no less than **\$3,000,000** per claim and **\$3,000,000** aggregate per policy period of one year.

2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

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

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

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

- i. Ongoing operations performed by you or on your behalf,

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

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

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

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

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

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

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

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance

maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

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

5-4.8 Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

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

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cashflow Forecast** and use the format shown.
4. The **120 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".

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Bay Ho Improvements 3** (Bay Ho Improvements III), WBS No. **B-19136, B-19134** as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price unless separate bid items have been provided.

SECTION 7 – MEASUREMENT

7-3.1 Construction. Construction will include the pipeline installation of new water and sewer mains within the project area, including associated water services, fire hydrants, valves, water meters, associated laterals, manholes, cleanouts, and other appurtenances; and curb ramps and traffic control, etc.

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

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. To the "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 306 – OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-1.1 High-line Phasing.

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

SECTION 402 – UTILITIES

402-6 COOPERATION. To the "WHITEBOOK", 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).

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 **GENERAL.** To the “WHITEBOOK”, ADD the following:

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

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

Project Name: Bay Ho Improvements III

Project No. / WBS No.: B-19136/B-19134

Project Location-Specific: The project is located within the Clairemont Mesa Community Planning Group (Council Districts 2 and 6) along portions of the following streets: Carson Street, Cody Street, Boone Street, Zed Street, Chippewa Court, Clairmont Drive, Dalles Avenue, Dalles Court, Emet Court, Datcho Drive, Fox Avenue, Epanow Avenue, Ecochee Avenue, and Gros Ventre Avenue.

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

Description of nature and purpose of the Project: The project will replace-in-place approximately 9,483 linear feet of existing water line with polyvinyl chloride (PVC) pipe, replace-in-place approximately 5,108 linear feet of existing sewer line with PVC pipe, abandon approximately 258 linear feet of existing sewer line, and install approximately 37 linear feet of new PVC sewer pipeline. The project will require the excavation and backfilling of trenches. Work will also include installation and replacement of associated water services, fire hydrants, valves, water meters, sewer/water laterals, manholes, cleanouts, curb ramps, traffic control, street repair/resurfacing and other appurtenances. All work will occur within the developed right of way and City easements.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Juan Baligad, Senior Planner
Email/Phone No.: JBaligad@sandiego.gov / (619) 533-5473
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status:

- () Ministerial (Sec. 21080(b)(1); 15268);
- () Declared Emergency (Sec. 21080(b)(3); 15269(a));
- () Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: Section 15301(b) and (c) (Existing Facilities); Section 15302(c) (Replacement or Reconstruction); Section 15303(d) (New Construction or Conversion of Small Structures)
- () Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301(b) and (c) (Existing Facilities), which allows for the repair, maintenance, and alteration of existing publicly owned utilities, streets, and sidewalks, such as the abandonment of the existing pipeline and street repair/resurfacing; Section 15302(c) (Replacement or Reconstruction), which allows for replacement of existing utility systems involving negligible or no expansion of capacity, such as the replacement of sewer and water pipelines, fire hydrants, valves, water meters, sewer/water laterals, manholes, cleanouts, curb ramps, traffic control, street

repair/resurfacing and other appurtenances, which constitute part of the City's water and sewer utility conveyance systems; Section 15303(d) (New Construction or Conversion of Small Structures), which allows for construction and location of limited numbers of new, small facilities or structures including the extension of water and sewer lines and street improvements, such as installation of new sewer and water pipelines, fire hydrants, valves, water meters, sewer/water laterals, manholes, cleanouts, curb ramps, and other appurtenances;; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Juan Baligad, Senior Planner

Telephone: (619) 533-5473

If filed by applicant:

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

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

Carrie Purcell

2/23/22

Carrie Purcell, Assistant Deputy Director

Date

Check One:

(X) Signed By Lead Agency

Date Received for Filing with County Clerk or OPR:

() Signed by Applicant

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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 re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 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 FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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 DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

Fire Hydrant Meter Removal Request	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ()	Pager: ()

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Diego, CM&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#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / 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%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
	Total Authorized Amount (including approved Change Order)				\$ -		\$ -		\$ -	Total Billed	\$ -

SUMMARY

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

I certify that the materials
 have been received by me in
 the quality and quantity specified

 Resident Engineer

 Construction Engineer

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

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

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

Bay Ho Improvements 3

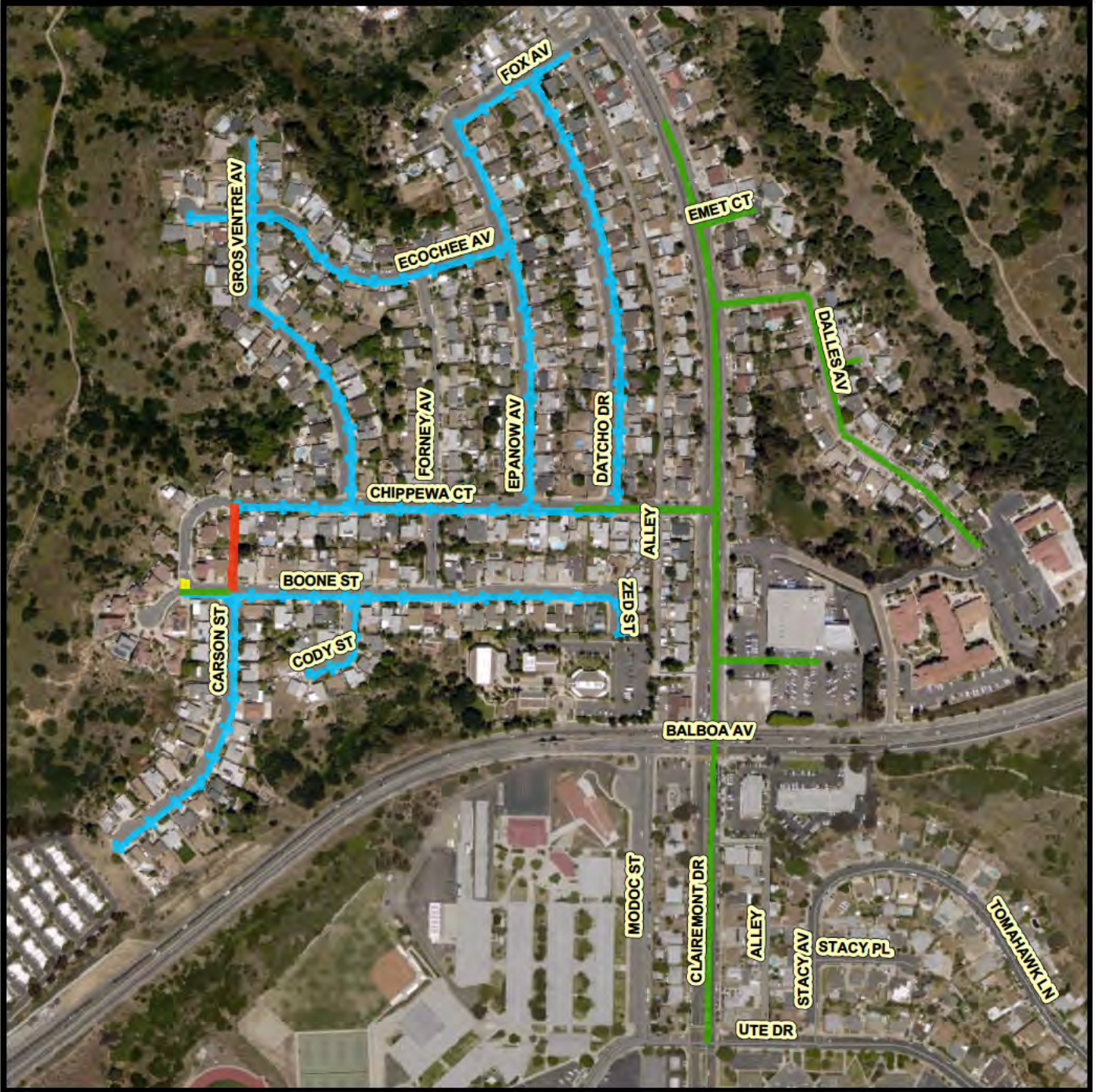
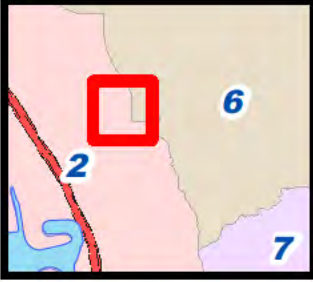
DESIGN
SENIOR ENGINEER
ALEX SLEIMAN
(619) 533-7588

DESIGN
PROJECT MANAGER
REGAN OWEN
(619) 533-5205

DESIGN
PROJECT ENGINEER
ALEXANDER MONTA
(619) 533-5108

DESIGN
DRAFTER
JESSIE JOHNSTON
(619) 533-4249

DESIGN LOCATION MAP



Legend

TRANSPORTATION & UTILITY ENGINEERING DIVISION

- Sewer – Replace-In-Place
- Sewer–Privatize/Abandon
- Sewer–New
- Water – Replace-In-Place

SAP ID: B19134 (W) /
B19136 (S)



No Scale

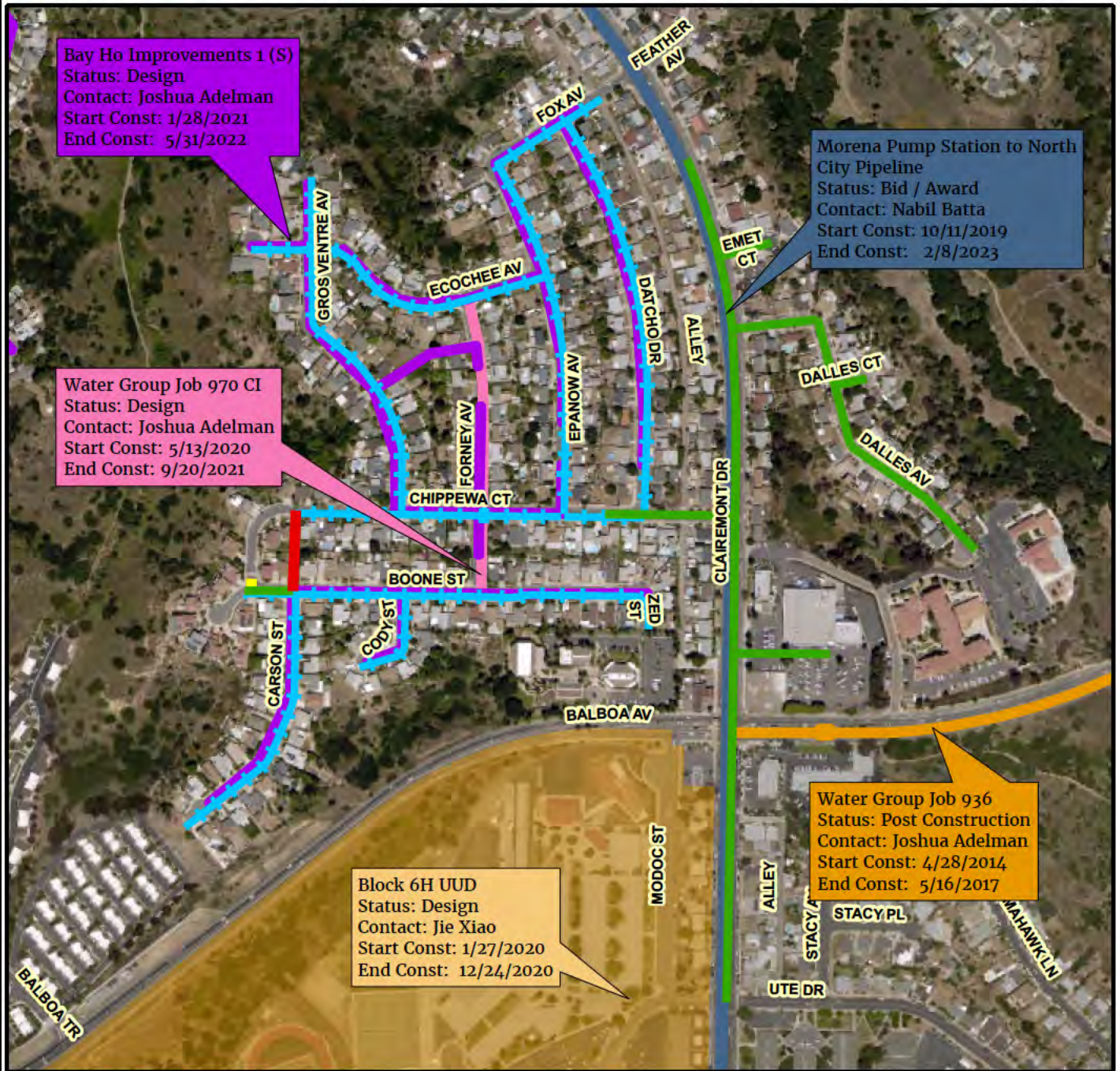
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APPENDIX F
ADJACENT PROJECTS MAP

Bay Ho Improvements 3

PRELIMINARY COORDINATION MAP

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Bay Ho Improvements 1 (S)
 Status: Design
 Contact: Joshua Adelman
 Start Const: 1/28/2021
 End Const: 5/31/2022

Water Group Job 970 CI
 Status: Design
 Contact: Joshua Adelman
 Start Const: 5/13/2020
 End Const: 9/20/2021

Block 6H UUD
 Status: Design
 Contact: Jie Xiao
 Start Const: 1/27/2020
 End Const: 12/24/2020

Morena Pump Station to North City Pipeline
 Status: Bid / Award
 Contact: Nabil Batta
 Start Const: 10/11/2019
 End Const: 2/8/2023

Water Group Job 936
 Status: Post Construction
 Contact: Joshua Adelman
 Start Const: 4/28/2014
 End Const: 5/16/2017

Legend

- Sewer - Replace
- + Water - Replace
- Bay Ho Improvements 1 (S)
- Sewer - New
- Water Group Job 970 CI
- Water Group Job 936
- Sewer - Privatize/Abandon
- Morena Pump Station to North City Pipeline
- Block 6H UUD



Path S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\PE Reports Files\B19134 (W) B19136 (S) Bay Ho Improvements 3\Drafting\CIP Tracking\Coordination map\Coordination Map.aprx

Date: August 13, 2019

CAPITAL ASSET MANAGEMENT DIVISION

Bay Ho Improvements 3
 K-23-2112-DB1-3



B-19134 (W) /
 B-19136 (S)
 156 | Page

APPENDIX G
VICINITY MAP



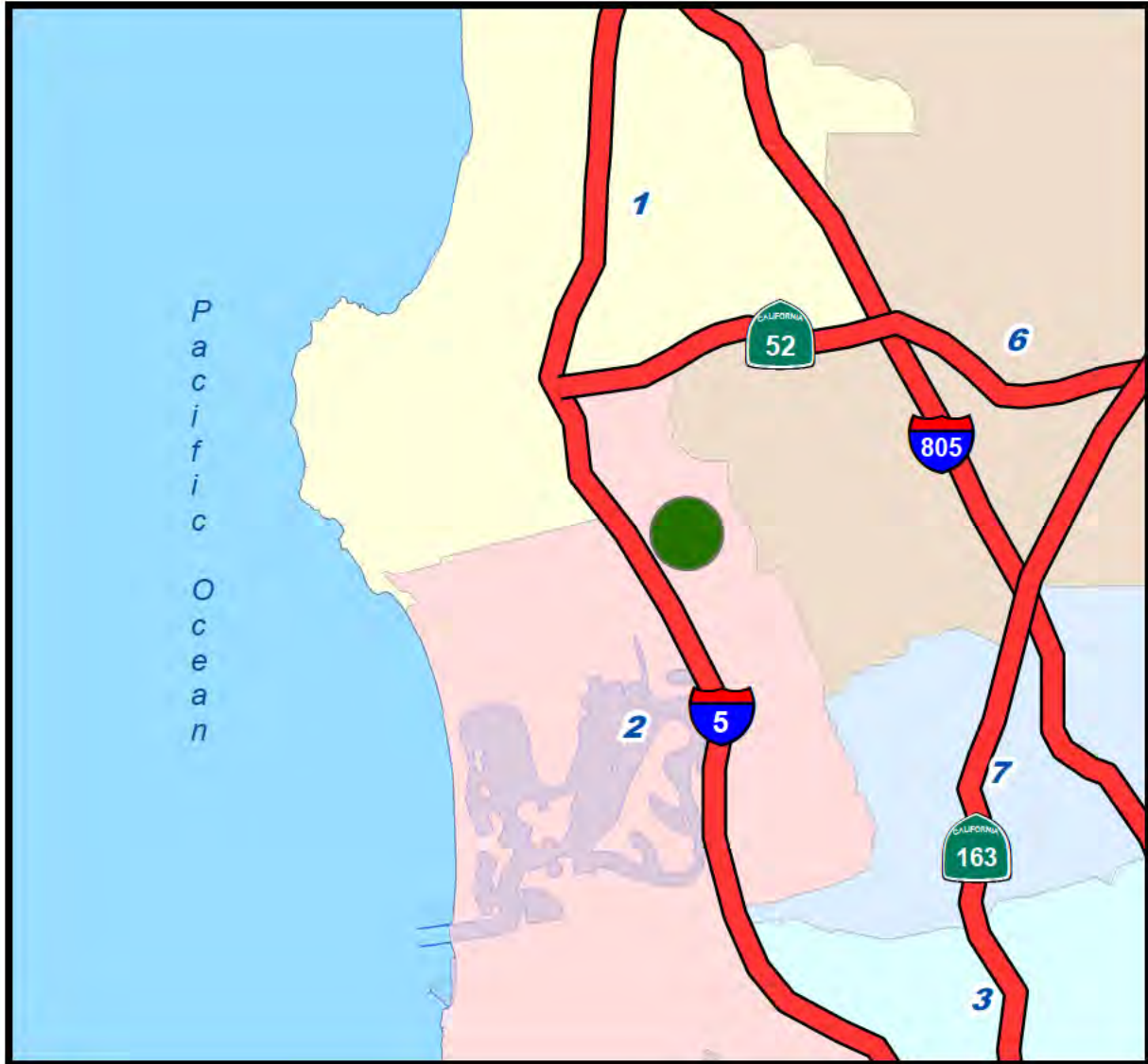
BAY HO IMPROVEMENTS 1 VICINITY MAP

SENIOR ENGINEER
JANICE JARO
619-533-3851

PROJECT MANAGER
JOSH ADELMAN
619-533-4656

PROJECT ENGINEER
ALFREDO REYES
619-533-3037

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



Legend

- Bay Ho Improvements 1
- HWY

Council Districts

DISTRICT		
1	3	7
2	6	



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APPENDIX H

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT FOR AC OVERLAY

City of San Diego
Rubber Polymer Modified Slurry
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Ambient Temperature (Start of Work): _____ Time: _____

Environmental Considerations: _____

Locations (Address Range/Cross Streets):

1. _____
2. _____
3. _____

Approved Mix Design: _____

Material Suppliers: _____

RPMS Type(s): _____

Slurry Machine #'s: _____

Estimated Cure Time (Break) of Slurry: _____

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: _____ Aggregate Weight: _____

Cement % (by weight of aggregate): _____ Crumb Rubber % (by volume of cement): _____

Machine Inspection

Leaks: _____ Sprayers: _____

Emulsion Filter: _____ Carbon Black: _____

Spreader Box Inspection

Cleanliness: _____ Augers: _____

Rubbers: _____ Fabric: _____

Runners: _____

City of San Diego
Rubber Polymer Modified Slurry
Contractor's Daily Quality Control Inspection Report

Project Conditions

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Communication to Client/ Resident Engineer

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Test Lab

Tech; _____ Time on Site: _____

Notes

QCP Administrator:

Date Signed:

APPENDIX I

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

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

Project Name:		WBS No.:		Watershed No.	
Qualified Person Conducting Tests:		signature			

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

Event #1												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes <small>Report exceedence to RE & complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Date: <u>Start</u> Time: Date: <u>End</u> Time:	<input type="checkbox"/> Superchlorinated <small>(Chlorine added for disinfection)</small>	<input type="checkbox"/> TSW <small>(All Categories)</small>	<input type="checkbox"/> Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	<input type="checkbox"/> Large Volume <small>(≥ 325,850 gal)</small>	<input type="checkbox"/> PUD <small>(All Categories)</small>	<input type="checkbox"/> Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	<input type="checkbox"/> Well Dev/Rehab <small>(Not Typical)</small>	<input type="checkbox"/> Water Board <small>(Large Volume Only)</small>	<input type="checkbox"/> Inlet Protection		Turbidity	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	<input type="checkbox"/> Small Volume/Other <small>(No Sampling Required)</small>	<input type="checkbox"/> County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<input type="checkbox"/> Erosion Controls									
			<input type="checkbox"/> Sediment Controls		pH	Unit			Range 6.5 to 8.5			

Event #2												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes <small>Report exceedence to RE & complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Date: <u>Start</u> Time: Date: <u>End</u> Time:	<input type="checkbox"/> Superchlorinated <small>(Chlorine added for disinfection)</small>	<input type="checkbox"/> TSW <small>(All Categories)</small>	<input type="checkbox"/> Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	<input type="checkbox"/> Large Volume <small>(≥ 325,850 gal)</small>	<input type="checkbox"/> PUD <small>(All Categories)</small>	<input type="checkbox"/> Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	<input type="checkbox"/> Well Dev/Rehab <small>(Not Typical)</small>	<input type="checkbox"/> Water Board <small>(Large Volume Only)</small>	<input type="checkbox"/> Inlet Protection		Turbidity	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	<input type="checkbox"/> Small Volume/Other <small>(No Sampling Required)</small>	<input type="checkbox"/> County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<input type="checkbox"/> Erosion Controls									
			<input type="checkbox"/> Sediment Controls		pH	Unit			Range 6.5 to 8.5			

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

Receiving Water Monitoring

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

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

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

Instructional Notes

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

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

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

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

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

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

APPENDIX J
HAZARDOUS LABEL/FORMS

HAZARDOUS WASTE

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

GENERATOR NAME _____
ADDRESS _____ 24 HR. PHONE () _____
CITY _____ STATE _____ ZIP _____
EPA ID NO. _____ MANIFEST DOCUMENT NO. _____
EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____
PROPER DOT SHIPPING NAME _____
TECHNICAL NAME (S) _____
UNNA NO. WITH PREFIX _____

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

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX K

SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



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

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Hours and Days of Operation:

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





City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX L

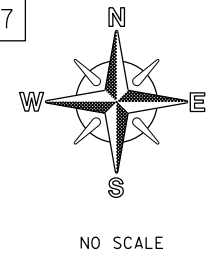
RESURFACING SHEETS

STREET RESURFACING PLAN


LEGEND	
	APPROX. LIMITS OF SLURRY SEAL TYPE I OVER TYPE II
	APPROX. LIMITS OF FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)
	APPROX. LIMITS OF SLURRY SEAL TYPE II OVER TYPE III
	LOCATION PER PAVING SCHEDULE NOTES (SEE PAVING SCHEDULE ON RESURFACING SHEET 3)






MAPS FOR THE CONSTRUCTION OF
BAY HO IMPROVEMENTS 1
STREET RESURFACING PLAN
(1 OF 3)



The City of
SAN DIEGO Public Utilities

	WBS# B-19088	SEE MAP
---	-----------------	---------





LEGEND	
	APPROX. LIMITS OF SLURRY SEAL TYPE I OVER TYPE II
	APPROX. LIMITS OF FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)
	LOCATION PER PAVING SCHEDULE NOTES (SEE PAVING SCHEDULE ON RESURFACING SHEET 3)



MAPS FOR THE CONSTRUCTION OF
BAY HO IMPROVEMENTS 1


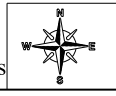
STREET RESURFACING PLAN
(2 OF 3)

 The City of SAN DIEGO Public Utilities		WBS# B-19088	SEE MAP
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STREET RESURFACING PLAN

PAVING SCHEDULE NOTES																
NO.	LOCATION	STREET SEGMENT ID	OCI	RESTORATION REQUIRED	LENGTH (FT)	WIDTH (FT)	APPROX. AREA (SF)	NO.	LOCATION	STREET SEGMENT ID	OCI	RESTORATION REQUIRED	LENGTH (FT)	WIDTH (FT)	APPROX. AREA (SF)	
1	CONNER CT. BETWEEN NUTE WY AND END	SS-007806	44.166	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	40	36	1,440	26	GROS VENTRE AVE BETWEEN CHIPPEWA CT AND ECOCHEE AVE	SS-012754	80.932	SLURRY SEAL TYPE I OVER II	170	36	6,120	
2	DRISCOLL DR BETWEEN HUEFANO DR AND WAYNE LN	SS-009472	80.616	SLURRY SEAL TYPE I OVER II	40	36	1,440	27	ECOCHEE AVE BETWEEN FORNEY AVE AND EPANOW AVE	SS-009874	81.04	SLURRY SEAL TYPE I OVER II	100	36	3,600	
3	DRISCOLL DR BETWEEN HUEFANO DR AND WAYNE LN	SS-009472	80.616	SLURRY SEAL TYPE I OVER II	165	36	5,940	28	DATCHO DR BETWEEN CHIPPEWA CT AND FOX AVE	SS-008744	83.008	SLURRY SEAL TYPE I OVER II	90	30	2,700	
4	DRISCOLL DR BETWEEN WAYNE LN AND AVATIDR	SS-009473	87.3	SLURRY SEAL TYPE I OVER II	40	36	1,440	29	FOX AVE BETWEEN DATCHO DR AND CLAIREMONT DR	SS-011396	85.212	SLURRY SEAL TYPE I OVER II	40	30	1,200	
5	MORAGA AVE KAMLOOP AVE	SS-018983	80.232	SLURRY SEAL TYPE I OVER II	40	40	1,600	30	GROS VENTRE AVE ECOCHEE AVE AND END	SS-012753	89.712	SLURRY SEAL TYPE I OVER II	40	30	1,200	
6	TAOS DR FOX AVE AND KAMLOOP AVE	SS-026162	53.886	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	90	36	3,240	31	ECOCHEE AVE BEGIN AND GROS VENTRE AVE	SS-009873	68.836	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	40	30	1,200	
7	QUAPAW AVE FOX AVE AND KAMLOOP AVE	SS-022480	54.426	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	70	36	2,520	32	ECOCHEE AVE GROS VENTRE AVE AND FORNEY AVE	SS-009875	76.782	SLURRY SEAL TYPE I OVER II	40	36	1,440	
8	TACOMA ST CALFUR AVE AND MORAGA AVE	SS-026085	72.556	SLURRY SEAL TYPE I OVER II	40	36	1,440	33	EPANOW AVE CHIPEWA CT AND ECOCHEE AVE	SS-010398	82.604	SLURRY SEAL TYPE I OVER II	40	30	1,200	
9	FOX PL BEGIN AND FOX AVE	SS-011398	58.78	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	40	30	1,200	34	EPANOW AVE CHIPEWA CT AND ECOCHEE AVE	SS-010398	82.604	SLURRY SEAL TYPE I OVER II	40	30	1,200	
10	QUAPAW AVE FOX AVE AND KAMLOOP AVE	SS-022480	54.426	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	40	36	1,440	35	DATCHO DR BETWEEN CHIPPEWA CT AND FOX AVE	SS-008744	83.008	SLURRY SEAL TYPE I OVER II	40	30	1,200	
11	NEMAHA DR QUAPAW AVE AND FOX AVE	SS-019753	45.208	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	40	30	1,200	36	CARSON ST BEGIN AND BOONE ST	SS-006562	77.022	SLURRY SEAL TYPE I OVER II	40	36	1,440	
12	QUAPAW AVE NEMAHA DR AND FOX AVE	SS-022479	44.11	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	40	30	1,200	37	CODY ST BEGIN AND BOONE ST	SS-007489	81.202	SLURRY SEAL TYPE I OVER II	40	30	1,200	
13	MORAGA AVE WICOPEE PL AND FOX AVE	SS-018986	41.758	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	130	40	5,200	38	ZED ST BEGIN AND BOONE ST	SS-029205	74	SLURRY SEAL TYPE I OVER II	40	36	1,440	
14	WICOPEE PL BEGIN AND CAFLUR AVE	SS-028726	45.026	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	40	30	1,200	39	ECOCHEE AVE BETWEEN FORNEY AVE AND EPANOW AVE	SS-009874	81.04	ADDITIVE ALTERNATE A SLURRY SEAL TYPE I OVER II	165	36	5,940	
15	TAOS PL BEGIN AND TAOS DR	SS-026164	34.75	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	40	30	1,200	40	CARSON ST BEGIN AND BOONE ST	SS-006562	77.022	ADDITIVE ALTERNATE A SLURRY SEAL TYPE I OVER II	110	36	3,960	
16	ECOCHEE AVE BEGIN AND MORAGA AVE	SS-009876	49.926	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	40	47	1,880	41	CARSON ST BEGIN AND BOONE ST	SS-006562	77.022	ADDITIVE ALTERNATE A SLURRY SEAL TYPE I OVER II	60	36	2,160	
17	ECOCHEE AVE MORAGA AVE AND TAOS DR	SS-009877	57.198	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	230	36	8,280	42	CARSON ST BEGIN AND BOONE ST	SS-006562	77.022	ADDITIVE ALTERNATE A SLURRY SEAL TYPE I OVER II	190	36	6,840	
18	TAOS DR BEGIN AND ECOCHEE AVE	SS-026161	58	FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)	40	36	1,440	43	CODY ST BEGIN AND BOONE ST	SS-007489	81.202	ADDITIVE ALTERNATE A SLURRY SEAL TYPE I OVER II	120	30	3,600	
19	MORENA BLVD AVATIDR AND JUTLAND DR	SS-019046	51.00	SLURRY SEAL TYPE II OVER III	10	65	650	44	CODY ST BEGIN AND BOONE ST	SS-007489	81.202	ADDITIVE ALTERNATE A SLURRY SEAL TYPE I OVER II	40	30	1,200	
20	CARSON ST BEGIN AND BOONE ST	SS-006562	77.022	SLURRY SEAL TYPE I OVER II	170	36	6,120	TOTAL AREA OF SLURRY SEAL TYPE I OVER TYPE II							104,360 SF	
21	CARSON ST BEGIN AND BOONE ST	SS-006562	77.022	SLURRY SEAL TYPE I OVER II	245	36	8,820	TOTAL AREA OF SLURRY SEAL TYPE II OVER TYPE III							650 SF	
22	BOONE ST CARSON ST AND CODY ST	SS-004568	80.424	SLURRY SEAL TYPE I OVER II	170	36	6,120	TOTAL AREA OF FULL WIDTH COLD MILLING AND AC OVERLAY (2 INCH)							32,640 SF	
23	FORNEY AVE BETWEEN ECOCHEE AVE AND CHIPPEWA CT	SS-011316	83.116	SLURRY SEAL TYPE I OVER II	672	50	33,600	TOTAL AREA OF ADDITIVE ALTERNATE A SLURRY TYPE I OVER TYPE II							23,700 SF	
24	FORNEY AVE BETWEEN BOONE ST AND CHIPPEWA CT	SS-011317	65.31	SLURRY SEAL TYPE I OVER II	224	50	11,200									
25	CODY ST BEGIN AND BOONE ST	SS-007489	81.202	SLURRY SEAL TYPE I OVER II	90	30	2,700									

MAPS FOR THE CONSTRUCTION OF
BAY HO IMPROVEMENTS 1
STREET RESURFACING PLAN
(3 OF 3)

		WBS# B-19088	SEE MAP
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APPENDIX M

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

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LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and **INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor)**, who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A. Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Bay Ho Improvements 3 Project**, WBS number **B-19134/B-19136 Bid No. K-23-2112-DB1-3**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Bay Ho Improvements 3** (Maintenance Requirements).
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

NOW, THEREFORE, 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:

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- C. **Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1** of **ATTACHMENT E - Supplementary Special Provisions** and **Section 801** of the 2021 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. **Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in the 2021 GREENBOOK, WHITEBOOK, and Special Provisions (**Contract Document-Attachment C, , Part 1, and Part 8**) except as otherwise stated in this LTMMA.
- E. **Partial Release of Payment Bond and Performance Bond.**
 1. **Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement ("Phase 1

Work"). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed ("Phase 2 Work").

2. Bond Handling for Contract Phases. The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

2.1 Completion by the Contractor of all Phase 1 Work shall be evidence solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").

2.2 Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.

3. No Partial Release upon default. No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

NOT APPLICABLE

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

1.1. General. The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.

1.2. Schedule of Work. The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

1.3. Commencement of Work & Maintenance Period. This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 2, Section 802** of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as **Exhibit B**.

1.4. License. The Contractor shall hold the following licenses in good standing:

1.4.1. C-27 State Contractor's License.

1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27 State Contractor's License**.

1.4.2. Pest Control Advisor License.

1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

1.4.3. Registration with the County Agriculture Commission.

1.4.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

1.4.5. City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C.**

1.5. Hours of Performance. The Contractor shall perform the Work between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator. PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION (PWD)** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of Purchasing & Contracting Department, Public Works Division. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.
- 2.2. Local Office.** The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24-hour emergency telephone number for this purpose.
- 2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.
- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% coverage.

SECTION 3: WORK SITE MAINTENANCE

- 3.1 Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and SDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to the City along with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed **CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM MAINTENANCE AGREEMENT - TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE EXHIBIT A.** (Contract Price).

- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.

4.3. Final Payment. The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:

4.3.1 The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.

4.3.2 The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

4.3.3 The Contractor has provided a final work summary report to the City.

4.3.4 The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

5.1. Contract Bonds. Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:

5.1.1. A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid Item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid and shall otherwise comply with the California Civil Code.

5.1.2. A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.

5.2. Insurance. The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have complied with the following:

5.2.1. Obtain insurance certificates reflecting evidence of insurance:

1. Commercial General Liability
2. Commercial Automobile Liability
3. Worker's Compensation

5.2.2. Confirm that all policies contain the specific provisions required in Section 5-4, "INSURANCE".

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

SECTION 6: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by

another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.

- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- 6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of the LTMMA unenforceable, invalid, or illegal.
- 6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

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IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. R-**INSERT NUMBER OF RESOLUTION AUTHORIZING ADVERTISING AND AWARD OF THE UNDERLYING CONSTRUCTION CONTRACT**, and by Contractor.

Dated this _____ day of _____, **2022**.

THE CITY OF SAN DIEGO

By: _____

Mayor or designee

I HEREBY CERTIFY I can legally bind **NAME OF CONTRACTOR TO BE DETERMINED DURING AWARD PROCESS** and that I have read this entire contract, this _____ day of _____ **2022**.

By: _____

Printed Name: _____

Title: _____

I HEREBY APPROVE the form of the foregoing contract this

_____ day of _____ of **2022**.

Mara W. Elliott, City Attorney

By: _____

Printed Name: _____

Deputy City Attorney

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EXHIBIT A
SCOPE OF WORK

- I. Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered **41783-1-D** through **41783-25-D** (Specifications), which are incorporated into this Contract by this reference as though fully set forth herein.
- II. Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping, and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

III. Method of Performing Work.

- A. Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMM.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:
 - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability, and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability, and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability, and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons, and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability, and health, and to encourage deep rooting in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons, and weather conditions.
4. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
 - a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler

NOT APPLICABLE

valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.

- b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

5. **Operation of Automatic Irrigation Controllers.** Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:

- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
- b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
- c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
- d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

- 1. Maintain plant growth, viability, and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- 2. Prevent encroachment of passageways, walks, streets, or view of signs; and
- 3. Prevent encroachment in any manner deemed objectionable by the City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2 inches in diameter with an approved pruning paint when required by the City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

C. Tree Maintenance. The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.

- 1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning or is in any manner a

potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.

2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMA. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
 3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Fertilization.** The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.
1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.
 2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
 3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
 - a) iron chelate;
 - b) soil sulfur;

NOT APPLICABLE

- c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

E. Weed Removal. The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook.**

F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect or rodent is controlled to the satisfaction of the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.

2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired, and the cost shall be deducted from Contractor's monthly payment.

G. Plant Replacement. Except as provided in **Section H** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.
3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

H. Damage Reports. The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.

I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.

2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

J. Monitoring. The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook.**

K. Final Site Cleanup. Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

NOT APPLICABLE

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2021 WHITEBOOK, SECTION 802

NOT APPLICABLE

EXHIBIT C
LICENSE DATA SHEET

State Contractor License Classification and Number: _____

Name of License Holder: _____

Expiration Date: _____

City of San Diego Business License Number: _____

Expiration Date: _____

NOT APPLICABLE

ATTACHMENT F

RESERVED

ATTACHMENT G
EVALUATION AND SELECTION CRITERIA

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP – Pass / Fail

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

2. Summary of Proposal (15 Points Max)

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

3. Project Team (10 Points Max)

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

4. Technical Approach and Design Concept (25 Points Max)

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

The following elements shall be included in this Technical Proposal:

- 4.1.1. Pipeline alignment, sizes and locations of appurtenances.
- 4.1.2. Replumb alignments and locations.
- 4.1.3. Quality Assurance/Quality Control Plan (QA/QC Plan) - The Design-Builder shall submit a QA/QC Plan specifically developed for this Project. The Design-Builder's QA/QC Plan shall comply with the City's Quality Assurance/Quality Control Plan Guidelines (see attached

Contract for Guidelines). The QA/QC Plan shall describe the tools, process, and resources the Design-Builder shall use to ensure that it provides facilities that meet the requirements of the Contract.

- 4.1.4. Traffic Control Approach - The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
- 4.1.5. Identify locations where water and sewer separation will not be met as specified by the State Water Resources Control Board- Division of Drinking Water.
- 4.1.6. Phasing and Coordination with Adjacent Projects (part of bidding documents)
- 4.1.7. Curb Ramp Design and Installation plan pursuant to the Access Law Compliance Section's Preliminary Engineering Assessment Report and clarification amendment memo regarding changes to the 2020 California Building Code requirements (part of the bridging documents) and highlight any modification, if any.
- 4.1.8. Storm Water Pollution Control Best Management Practices.
- 4.1.9. Subsurface Investigation and Geotechnical Work
- 4.1.10. Permit; the Design-Builder shall identify what permits are required and what is the proposed plan/timeline to obtain the required permit(s).
- 4.1.11. Design-Builder's effort required for work within easements.
- 4.1.12. Paving Restoration
- 4.1.13. Water highlining plan
- 4.1.14. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design) and proposed durations.

5. Construction Plan (20 Points Max)

- 5.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 5.1.1. Construction approach and methods
 - 5.1.2. Plan for operation of facility during construction
 - 5.1.3. Plan for phasing of construction activities
 - 5.1.4. General plan for functional testing and start-up.
 - 5.1.5. Proposed safety program

- 5.1.6. Proposed emergency response plan
- 5.1.7. Proposed construction schedule
- 5.1.8. Traffic Control Management
- 5.1.9. 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:
 - 5.1.9.1. Additional Bedding - __CY
 - 5.1.9.2. Imported Backfill - __TON
 - 5.1.9.3. Asphalt Pavement Repair - __SF
 - 5.1.9.4. Additional Curb & Gutter - __LF
 - 5.1.9.5. Additional Sidewalk Removal & Replacement - __SF
 - 5.1.9.6. Additional Pavement Removal & Disposal - __CY
- 5.1.10. Community Impact
 - 5.1.10.1. Describe your efforts to minimize impacts to businesses and residents and how you will coordinate construction in their community.
 - 5.1.10.2. Community Outreach and Public Relations Program - The Design-Builder shall describe its general approach to building relations between the Design-Builder and the community, including how the Design-Builder will provide effective public information and respond to public concerns.
 - 5.1.10.3. Coordination with property owners for work within easements.
 - 5.1.10.4. 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.
 - 5.1.10.5. Residents and Visitors – Describe how traffic and bus stops will be impacted. Describe how impacts will be minimized.
 - 5.1.10.6. Construction mitigation plan to minimize impacts to local businesses and residents (i.e. impacts business access and parking).

6. Equal Opportunity Contracting Program (25 Points Max)

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

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

7. Reference Checks (5 Points Max)

- 7.1. Three references are required.

TOTAL POINTS: 100

8. Review of Technical Proposal

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

9. Final Selection Based On Adjusted Low Proposal

- 9.1. The ranking of each Design-Builder during the Technical Proposal review and the interviews will serve as the divisor of the Price Proposal and determine the weighted price.
- 9.2. Following review of the Technical Proposals and the presentations/interviews, 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.

9.3. The following example illustrates the process:

Design-Builder	Qualitative Score (100 Maximum)	Price Proposal	Adjusted Price *
A	0.85	\$1,000,000.00	\$1,176,471
B	0.95	\$1,300,000.00	\$1,368,421
C	0.65	\$900,000.00	\$1,384,615

* The adjustment to the Proposal is for selection only. Firm "A" has Adjusted Lowest Proposal. The Price Proposal is the actual Contract amount.

ATTACHMENT H
PRICE FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Bay Ho Improvements 3**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS Code	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$
2	541330	Engineering and Design Services	1	D	LS	 	\$
3	237110	Construction	1		LS	 	\$
4		City Contingency (EOC Type II)	1		AL	 	\$106,178.00
5	541330	WPCP Development	1	D	LS	 	\$
6	237310	WPCP Implementation	1		LS	 	\$
7	541370	Survey Services	8		EA	\$	\$
8	237310	Abandon Existing Manhole Outside of Trench Limit	8		EA	\$	\$
9	237310	Adjust Existing Gate Valve Frame and Cover to Grade	8		EA	\$	\$
10	237310	Asphalt Concrete Overlay	1884		TON	\$	\$
11	237310	Asphalt Pavement Repair	1067		TON	\$	\$
12	237310	Cold Milling Full Width	25121		SF	\$	\$

Item No.	NAICS Code	Description	Quantity	D*	Unit	Unit Price	Extension
13	237310	Contractor Date Stamps and Impressions	3		EA	\$	\$
14	237310	Cross Gutter	2310		SF	\$	\$
15	237310	Curb Ramp (Type A) with Detectable Warning Tiles	32		EA	\$	\$
16	237310	Curb Ramp (Type B) with Detectable Warning Tiles	20		EA	\$	\$
17	237310	Curb Ramp (Type C1) with Detectable Warning Tiles	6		EA	\$	\$
18	237310	Curb Ramp (Type D) with Detectable Warning Tiles	12		EA	\$	\$
19		Field Orders (EOC Type II)	1		AL	 	\$58,643.00
20	237110	Handling and Disposal of Non-friable Asbestos Material	9483		LF	\$	\$
21	237110	Mobilization	1		LS	 	\$
22	237310	Pavement Restoration Adjacent to Trench	250		SF	\$	\$
23	334290	Remote Control Camera Inspection (EOC Type II)	1		AL	 	\$19,305.00
24	237310	Rubber Polymer Modified Slurry (RPMS) Type I	312939		SF	\$	\$
25	237310	Rubber Polymer Modified Slurry (RPMS) Type II	312939		SF	\$	\$
26	237310	Paint Striping	1		LS	 	\$
27	541690	Suspension of Work - Resources	22		DAYS	\$	\$
28	237310	Temporary Resurfacing	1642		TON	\$	\$

Item No.	NAICS Code	Description	Quantity	D*	Unit	Unit Price	Extension
29	237310	Traffic Control and Working Drawings	1		LS	 	\$
30	237110	Engineered Trench Shoring	1		LS	 	\$
31	237110	Video Inspection of Pipelines for Acceptance	5108		LF	\$	\$
32	238990	Video Recording of Existing Conditions	1		LS	 	\$
33	237310	Traffic Signal Loop and Appurtenance Replacement (Type E)	2		EA	\$	\$
34	237110	Blow-Off Valve Assembly (2-Inch)	2		EA	\$	\$
35	237110	Connections to The Existing System by Contractor (4 Inch through 12 Inch)	9		EA	\$	\$
36	237110	Cut and Plug by Contractor	8		EA	\$	\$
37	237110	Fire Hydrant Assembly and Marker (6-Inch)	24		EA	\$	\$
38	237110	Furnished Materials for Contractor High-line Work	9483		LF	\$	\$
39	237110	Gate Valve (8 Inch)	9		EA	\$	\$
40	237110	High-lining Installation by the Contractor	9483		LF	\$	\$
41	237110	High-lining Removed by the Contractor	9483		LF	\$	\$
42	237110	Water Main (8-Inch)	8600		LF	\$	\$
43	237110	Water Main (12-Inch)	883		LF	\$	\$

Item No.	NAICS Code	Description	Quantity	D*	Unit	Unit Price	Extension
44	237110	Water Service (1-Inch)	248		EA	\$	\$
45	237110	Manholes (4 FT x 3 FT)	23		EA	\$	\$
46	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	1		LS	 	\$
47	237110	Sewer Lateral and Cleanout (4-Inch, Street)	112		EA	\$	\$
48	237110	Sewer Main (8-Inch)	2840		LF	\$	\$
49	237110	Sewer Main (8-Inch, SDR-26)	2268		LF	\$	\$
50	111421	120 Day Plant Establishment Period	1		LS	 	\$
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 50, INCLUSIVE) :							\$

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

Total Price For Design-Build Proposal, (items 1 through 50, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the Base Proposal or Base Proposal plus all Alternates.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone or for the Base Proposal plus one or more alternates.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **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.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED ®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIAL OR SUPPLIES	DIR Registration Number	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
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):
- | | | | |
|---|--------|--|---------|
| 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 | | |
- ⓑ 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
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Phase-Funded Design-Build agreement [Contract] is made and entered into this 26th day of April, 2023, by and between The City of San Diego [City], a municipal corporation, and TC **Construction Company, Inc** [Design-Builder], for the purpose of designing and constructing the **Bay Ho Improvements 3** (Project) in the amount of **Ten Million Six Hundred Ninety One Thousand Two Hundred Eleven Dollars and Zero Cents (\$10,691,211.00)**, which is comprised of the Base Proposal, consisting of amount not to exceed **\$1,823,300.00 for Phase 1; \$8,187,911.00 for Phase 2** and **\$680,000.00 for Phase 3**. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-23-2112-DB1-3**, for **Bay Ho Improvements 3**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City wishes to construct this Project on a Phase- Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for phase I; Design-Builder cannot begin, nor is the City financially liable for Phase II, unless and until Design-Builder is issued a Notice to Proceed for Phase II by the City.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

D. Contract Documents. This Contract incorporates the 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

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

Print Name: ADAM WAMBOL
Deputy City Attorney

Date: April 20, 2023

Date: 4/26/23

CONTRACTOR

By 

Print Name: Austin Cameron

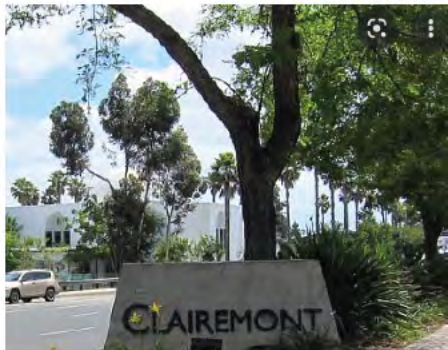
Title: president

Date: 3/9/23

City of San Diego License No.: B1987004773

State Contractor's License No.: 402459

TECHNICAL PROPOSAL



TECHNICAL PROPOSAL • NOVEMBER 30, 2022

BAY HO IMPROVEMENTS 3

RFP NUMBER: K-23-2112-DB1-3

SUBMITTED TO



SUBMITTED BY
T C CONSTRUCTION COMPANY, INC.
10540 Prospect Avenue • Santee, CA 92071

State Contractor's License Number: 402459
Classifications A & C21



In partnership with



TABLE OF CONTENTS

Addenda and Exceptions to this RFP.....	2
Summary of Proposal.....	3
Project Team.....	5
Technical Approach & Design Concept.....	11
Construction Plan.....	20
Equal Opportunity Contracting Program.....	30
References.....	35

FIRM INFORMATION

LEGAL NAME OF COMPANY
T C Construction Company, Inc.

LEGAL FORM OF ENTITY
Corporation (Independent, Non-Subsidiary)

YEAR OF ESTABLISHMENT
1977

CONTACT INFORMATION
Austin Cameron, President
10540 Prospect Avenue
Santee, CA 92071
acameron@tcincsd.com
(619) 448-4560, ext. 117

NUMBER OF EMPLOYEES IN SAN DIEGO COUNTY: 206

ADDRESS OF MAIN OFFICE:
10540 Prospect Avenue
Santee, CA 92071

CITY OF SAN DIEGO CERTIFICATE OF PAYMENT OF BUSINESS TAX:
B1987004773 Exp. Date 3/31/23

STATE CONTRACTOR'S LICENSE NUMBER:
402459 Exp. Date 4/30/23
Classifications A & C21

PROFESSIONAL ENGINEERING / ARCHITECT LICENSE NUMBER:
(Michael Baker Design Manager)
CA 76421, Exp. Date 12/31/22



1. ADDENDA AND EXCEPTIONS TO THE RFP

T C Construction Company, Inc. is in receipt of the following addenda to this Request for Proposal (RFP):

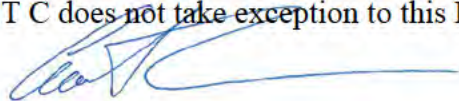
Addendum No. 1 dated October 24, 2022

Addendum No. 2 dated November 14, 2022

Addendum No. 3 dated November 18, 2022

2. EXCEPTIONS TO THE RFP

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



Authorized Signature

Austin Cameron, President

T C Construction Company, Inc.

2. SUMMARY OF PROPOSAL

2.1 Overview

San Diego (City) is a vibrant city with opportunities for enhancements in the coming years. The City is in need of our team to continue assisting with the design and construction of capital improvement projects. The Bay Ho Improvements 3 project is vital to maintain the quality and reliability of the infrastructure serving the community. The success of the project depends on a design-build team to **protect the City’s interests, take ownership of the job, and ensure work is completed safely, on time, on budget, and in line with City's engineering and construction standards of practice. Our design build team has proven success with the City.**

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

The T C Construction Design Build (TCDB) Team understands this project. We know how to protect the safety of the public water supply, soils conditions, traffic patterns and residential elements through our team’s broad portfolio of success delivering many nearby and very similar projects overcoming the same challenges. In this proposal, we have coupled our team’s insight with information provided in the bridging documents and through discussions with City staff to propose a successful and cost-effective approach that delivers this project and promotes continuous improvement of the infrastructure delivery program.

Local Project Management Emphasizes Communication, Value and Quality

Elan Schier will lead our experienced team, as Project Executive and will oversee all members of the team. He has served as the Project Manager for many of the City’s successful design-build projects. Elan will leverage his 20 years of experience to oversee all members of the team. **Makrom Shatila, PE, CQM**, will serve as the Design Manager and will manage day-to-day design tasks. He has recently managed three City of San Diego Design-Build Water and Sewer Group Jobs with TC. His 20 years of experience promotes smooth teamwork and effective QA/QC.

The TCDB Team has worked together on Design Build projects for more than 20 years and has performed on numerous City standalone design build projects as well as projects under the City’s MACC Pipeline Replacement Program since its

TCDB TEAM: SUCCESSFUL CITY OF SAN DIEGO DESIGN BUILD PIPELINE PROJECTS

- ✓ La Jolla Scenic Drive Water and Sewer Pipeline
- ✓ Water & Sewer Group Job 816
- ✓ Sewer & AC Water Group Job 778
- ✓ Sorrento Mesa Recycled Water
- ✓ Water Group 949/Water & Sewer Group 946
- ✓ Rancho Peñasquitos Improvements 1
- ✓ City of San Diego AC Water and Sewer Job 1053
- ✓ City of San Diego Water & Sewer Group Job 1052A
- ✓ AC Water & Sewer Group Job 1016
- ✓ Alvarado Trunk Sewer Phase IIIA



inception. Through the completion of numerous task orders, we have developed a number of lessons learned that will be integrated into this project to ensure successful delivery. Weekly team meetings with the design build team and progress meetings with City staff have been instrumental to maintain communication, address outstanding items, and avoid delays to long-lead items. Tracking design deliverables and schedule milestones are also key project management items we will implement to keep this project on track.

THE TCDB TEAM KNOWS THE CITY OF SAN DIEGO

No other team knows your design build projects better than the TCDB Team.

We have been working together with the City for **45 years**, providing a vast array of construction, design, planning, engineering, and architectural services.

Through the years, the TCDB Team has established working relationships with City staff and key stakeholders and gained an intimate knowledge of the projects and potential issues. Makrom and Elan will be supported by the same teaming partners we've worked with on several other City group jobs. This qualified team can perform a variety of functions, which gives us the flexibility to bring in the right person, at the right time, in the most cost-effective manner.

Design/Construction Methods and Challenges

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

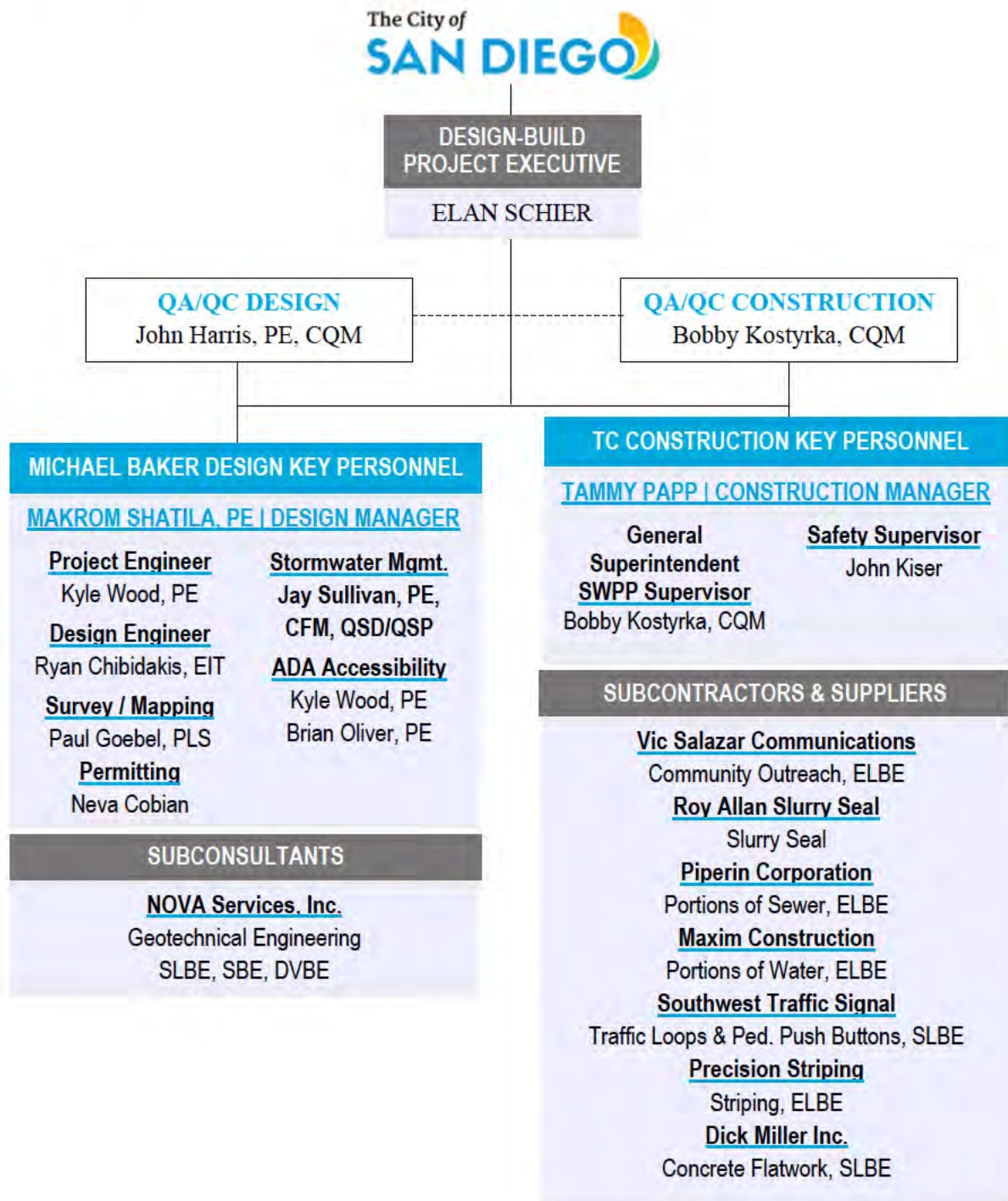
- Developing detailed phasing plans and local access management plans to reduce community impact.
- Recognition of any long lead time approval items, such as design deviation approvals or Division of Drinking Water waivers.
- Securing pre-construction approvals for materials, staging areas and permits to expedite the work as soon as the design process is complete.
- Providing an efficient construction team to work quickly in each of the project areas and move on to the next.
- Providing clear communication to all subcontractors, vendors and material suppliers to keep all team members on schedule.
- Performing asbestos pipe abatement as an added step toward the safety of our workers and the residents.

T C Construction and Michael Baker
A 25+ year relationship that has successfully put over
\$100 million of local infrastructure in place in San Diego County.



3. 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.



DESIGN BUILD PROJECT EXECUTIVE

Elan Schier



Elan 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 and encourage direct client-consultant communication. Elan will ensure our team has the resources necessary to provide the City with the best project value. He will apply his 20 years of experience managing the construction of water and wastewater pipeline projects, as well as integrating the efforts of design and construction professionals to provide the efficient and successful delivery of the Bay Ho Improvements 3 Project.

Responsibilities include:

- Overall management supervision of the TCDB Team.
- Contract negotiations with the City, design and construction team project master scheduling and budgeting.
- Cost estimating and value engineering.
- Attend regularly scheduled meetings with the project team.
- Operational, logistical, and constructability reviews construction phasing and staging
- Design drawing review.
- Performance reviews of subcontractors and equipment suppliers.
- Conformance to project specifications.
- Coordination with affected communities, agencies, and utility services.

RELEVANT EXPERIENCE

- City of San Diego MACC Task Order #1: Group Job 946 and 949 Design-Build
- City of San Diego Otay II Pipeline N. Encanto 42-inch Water Main Replacement
- City of San Diego MACC Task Order #2, Sewer & Water Group 778 Design Build
- City of San Diego Alvarado Trunk Sewer, Phase 3A, Design-Build

Years Experience: 20

Certifications

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



"The T C and Michael Baker team are good communicators and are transparent with any changes with the plans." -Sarah Chavez, City of San Diego



CONSTRUCTION MANAGER

Tammy Papp



Tammy will assist Elan with leading and managing daily planning and execution of construction field work. Experience with all materials and systems included in the construction of this project, including PVC, steel and ductile iron water mains, complicated highline systems, force main and gravity sewer systems, structural and surface demolition, pressure reducing stations, and large diameter storm drain facilities. She has worked with

several municipalities in San Diego County and is familiar with all major specification manuals concerning underground construction.

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.

RELEVANT EXPERIENCE

- City Of San Diego MACC TO 1 Group Job 946 and 949
- City Of San Diego Water & Sewer Job 1053
- City Of San Diego Priority Sewer Main Replacement Group 16
- City Of San Diego Rancho Penasquitos Water Main Improvements
- City Of San Diego Sewer & AC Water Group 778
- City Of San Diego La Jolla Scenic Drive Pipeline Project

Years Experience 7

Certifications

AGC Project Management, Managing Delays, Acceleration and Inefficiency, Pricing and negotiating change orders, Permanent Stormwater BMPs- Constructability, Primavera Planning/ Scheduling

GENERAL SUPERINTENDENT, QA/QC, SWPP SUPERVISOR

Bobby Kostyrka



Bobby will coordinate construction crews, subcontractors and in-house construction services. Experience includes work with HDPE, concrete, steel and PVC water mains; and large diameter storm drain facilities. He has worked with the City of San Diego and numerous other municipal agencies throughout San Diego County.

Responsibilities include:

- Scheduling/directing subcontractors on job site.
- Leading/managing the SWPP and monitoring and manage project BMP's.
- QA/QC for all field work.

RELEVANT EXPERIENCE

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

Years Experience: 22

Certifications

AGC Construction Supervisor, Construction Law, PM, OSHA, Certified Competent Person, Confined Space Awareness, OSHA 10 Hour, QSP Certified, SWPP Certified



SAFETY SUPERVISOR

John Kiser



John will ensure that all safety and health regulations are met. His experience includes underground water, sewer, and storm drain pipelines and systems, concrete structures, as well as projects requiring complex shoring systems. His construction experience affords an awareness of diverse hazardous conditions, the ability to recognize potential safety issues, provide on-the-job and classroom training for construction personnel.

Responsibilities include:

- Safety policy development.
- Safety inspections and training.
- Maintaining compliance with Cal/OSHA and Federal OSHA.

RELEVANT EXPERIENCE

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

Years Experience: 28

Certifications

OSHA 10 Hour and 30 Hour Construction Safety and Health,
OSHA 40 Hour Safety Training EM385-1-1, CPR/ First Aid Training, AGC Safety Training Fall Protection and Prevention

DESIGN MANAGER

Makrom Shatila, PE



Makrom will lead the engineering design efforts and be involved in project meetings with the City and TC throughout both the design and construction phases. Experience includes system evaluation, design, construction management, value engineering, economic analysis, environmental documentation, and permit preparation and processing.

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 throughout all phases.

RELEVANT EXPERIENCE

- City of San Diego AC Water and Sewer Job 1053
- City of San Diego Water & Sewer Group Job 1052A
- City of San Diego Rancho Penasquitos Water Main Improvements
- SDCWA Crossover Pipeline Interstate 15 Bypass Project Tunneling Peer Review
- City of San Diego Barrett Flume Feasibility Study

Years Experience 20

Education

M.S., 2004, Civil and Environmental Eng., UC, Davis
B.S., 2002, Civil and Environmental Engineering, Cal Poly Pomona

Certifications

Professional Engineer - Civil, CA, 2010, 76421



QA/QC

John Harris, PE, CQM



John will lead the quality assurance of the engineering design efforts and be involved in project meetings with the City and TC throughout both the design and construction phases. His experience includes system evaluation, design, construction management, value engineering, economic analysis, environmental documentation, and permit preparation and processing.

Responsibilities include:

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

RELEVANT EXPERIENCE

- City of San Diego La Jolla Scenic Drive Pipeline Project
- City of San Diego MACC TO 1: Group Job 946 and 949
- City of San Diego Water Group 554 and 555 Design-Build
- 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 & AC Water Group 778

Years Experience 45

Education

MS/BS, Civil Engineering

Design-Build Workshop, 2008, EGCA

Registrations/Certifications

Civil Engineer, CA, 38217

Construction Quality Management for Contractors

PROJECT ENGINEER , ADA ACCESSIBILITY

Kyle Wood, PE



Kyle will provide design support and ensure that Facility Design Guidelines are upheld in the design process. He will also work with the City and TC throughout the design and construction processes. Experience in sewer and storm drain inspections and evaluations. Mr. Wood works closely with Michael Baker’s pipeline assessment group in sewer and storm drain database

management, pipeline assessment, pipeline repair and cost estimating. He has evaluated and reviewed over 100 miles of sewer and storm drain pipelines.

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.
- Interface with City Public Works and PUD staff.

RELEVANT EXPERIENCE

- City of San Diego AC Water and Sewer Job 1053 and 1052A
- City of San Diego Rancho Penasquitos Water Main Improvements
- City of San Diego La Jolla Scenic Drive Pipeline Project
- City of San Diego Group Job 946 and 949
- City of San Diego Sewer & Water Group 778
- City of San Diego Priority Sewer Main Replacement Group 16 and Water & Sewer Group 1016

Years Experience 13

Education

BS, Civil Engineering

Registrations/Certifications

Civil Engineer, CA 87275



Michael Baker INTERNATIONAL

Trusted Local Team Emphasizing Communication, Value and Quality.

DESIGN ENGINEER

Ryan Chibidakis, EIT



Ryan will provide design support and ensure that Facility Design Guidelines are upheld in the design process. He will also work with the City and TC throughout the design and construction processes. Ryan’s leadership and background with rail and transportation projects are an asset for interdisciplinary coordination required as a component of all water projects.

Responsibilities include:

- Design development including plan and profile alignments, pipeline calculations, separation criteria, surface restoration, and project phasing.
- Coordinate with the City and TC on design changes and comment resolution.
- Update and maintain schedule for design submittals.

RELEVANT EXPERIENCE

- City of San Diego Water and Sewer Job 1053 and 1052A
- City of San Diego Murphy Canyon Trunk Sewer
- City of San Diego Priority Sewer Main Replacement Group 16
- City of San Diego Rancho Peñasquitos Water Main Improvements

Years Experience: 5
Education
 BS, Civil Engineering
Registrations/Certifications
 Engineer-In-Training 166204

PERMITTING

Neva Cobian



Neva will be responsible for project coordination and processing of permitting through the City. Her experience includes overseeing submittal packages for improvement plans, grading plans, and building plans and submitting these projects through various government agencies, including the City of San Diego, Caltrans, and the County of San Diego.

Responsibilities include:

- Caltrans and Local Agency Processing and Permitting
- Project coordination and approval tracking

RELEVANT EXPERIENCE

- City of San Diego Water and Sewer Job 1053 and 1052A
- City of San Diego Murphy Canyon Trunk Sewer
- City of San Diego Priority Sewer Main Replacement Group 16
- City of San Diego Rancho Peñasquitos Water Main Improvements

Years Experience 33
Registrations/Certifications
 Registered Public Notary



4.0 Technical Approach and Design Concept

4.1 Proposed Design Concept

Installation of potable water mains and sewer mains within well-developed areas of the City requires a coordinated plan to address the major technical elements associated with the project. The scope of work for **Bay Ho Improvements 3** 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.

Due to schedule constraints, we understand that the water and sewer plan and profile sheets will be expedited to 100% review, which will require quick decision-making related to any technical challenges. We will work with PUD early in the project to gain consensus on any design decisions prior to submittal to gain consensus and provide a clear path forward for the design.

The following sections will provide detail on our overall proposed design concept and approach for **Bay Ho Improvements 3**.

4.1.1 Pipeline Alignment, Sizes, and Locations of Appurtenances

We have identified 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.

4.1.1.1 Sewer

Sewer main replacement for the **Bay Ho Improvements 3** project will involve installation of over 5,100 linear feet (LF) of new sewer mains in the Bay Ho neighborhood. Based on the plans included in the bridging documents, much of the pipe will be installed in new trench and over 2,800 LF of existing sewer will be abandoned. Key elements to the design of the sewer mains on the project are the proposed depth of cover, realignment of sewer mains, replacement of easement sewers, and alignments within narrow streets. Our approach to these key elements can be found in the subsections below.

4.1.1.1a Deep Sewers

Based on sewer modeling information provided in the bridging documents, the sewers on Clairemont Drive and Dalles Street will be lowered to increase slope and improve flow to exceed or come close to a dry weather cleansing velocity of 2' per second. The proposed invert elevations in the model results will deepen the sewer significantly with depths on Clairemont Drive approaching 20' in some locations. We anticipate that sewer exceeding 15' deep will be designed of SDR-26 PVC based on deflection calculations considering the external dead load on the pipe.

The Sewer Design Guide indicates that sewer lateral connections with over 15' should be avoided where possible. To meet the slopes called out in the sewer model results, lateral depths will need to exceed 15'. Laterals that connect to SDR-26 PVC will also be upgraded to SDR-26.

4.1.1.1b Re-Route Boone Street Sewer

The existing sewers on Boone Street and Carson Street flow to an easement sewer adjacent to 3862 Boone Street. The easement sewer is proposed to be abandoned as part of the project and flow will be re-routed to the sewer main on Chippewa Court. The existing manhole at the

intersection of Chippewa Court and Boone Street is nearly 20' deep. We anticipate the new pipe and lateral connections will be designed as SDR-26 PVC due to the depth and external dead load.

Based on initial site investigation, the existing 20' deep manhole is in very good condition as it is a relatively new installation. We will confirm with PUD whether the manhole can be rechanneled and lined in lieu of full replacement.

4.1.1.1c Easement Sewer

A sewer main designated for replacement is in a 20' easement through the Garfield Shopping Center at Clairemont Drive and Balboa Avenue. The upstream end of the existing vitrified clay sewer is concrete encased due to the shallow depth. There is an opportunity to lower the sewer at the upstream end to have at least 4' of cover and still meet the minimum 1% slope so that there is not a need to encase or upgrade the pipe. Otherwise, there would be a need to install lined and coated ductile iron pipe with concrete encasement where the minimum 4' depth of cover cannot be met.



4.1.1.1d Sewer Installation in Narrow Streets

The plans provided in the bridging documents show significant realignments in the narrow residential streets of Dalles Street and Boone Street. The plans show manholes and sewer mains within 5' of or intersecting the curb and gutter on these two streets. We will reevaluate the alignments of the sewers in these locations to maintain utility separations while avoiding impacts to the curb, gutter, and sidewalk. Curved alignments with a minimum 200' radius of curvature may be implemented to meet the minimum 10' edge of pipe to edge of pipe separation from existing water mains to eliminate the need for a Division of Drinking Water separation waiver wherever possible.

4.1.1.2 Water

Based on the bridging documents, nearly 10,000 LF of water mains will be replaced as part of the **Bay Ho Improvements 3** project. The project will also replace fire hydrants, fittings, and appurtenances in accordance with the 2021 City of San Diego Facility Design Guidelines. We anticipate that most, if not all, water mains will be replaced in place, but we will evaluate whether any changes in alignment are needed based on separation from existing sewer mains and other utilities.

Water mains will be sized based on the hydraulic modeling results provided in the bridging documents. We anticipate that we will replace all water mains within intersections to the curb return on all sides of the intersection. In these cases, 6" water mains will be upsized to the curb return and a reducer will be installed so that remainder of the main can be upsized in the future.

4.1.1.2a Fire Hydrants

The water main replacement takes place almost entirely in single family residential zoning so the required hydrant spacing is 450'. An analysis of the hydrant spacing based on the plans provided in the bridging documents and GIS information suggest that the existing hydrant spacing is sufficient on most streets. There are instances where hydrants may need to be relocated to improve spacing. GIS analysis shown in the map to the right indicates that 5 hydrants may need to be relocated and 3 new hydrants may need to be installed to improve coverage. Surveyed hydrant locations will be used to determine our final approach for the hydrant locations.

Where new hydrant locations are proposed, we will notify nearby homeowners and residents to make them aware of the new location and potential impacts to parking due to new red curbs.

None of the hydrants within the project scope are in commercial or school zones. We anticipate that all hydrants will be 2-port hydrants per Facility Design Guide section 3.5.2.4.



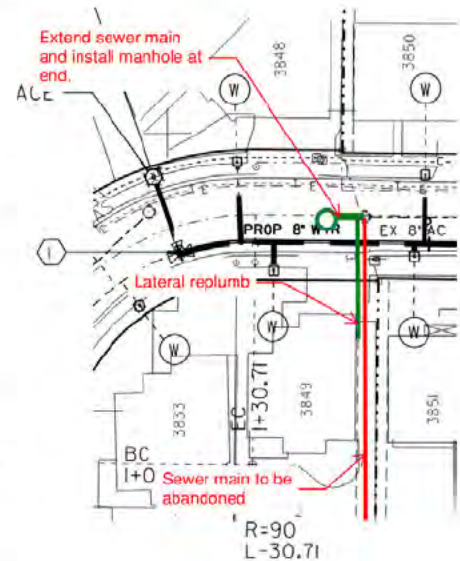
4.1.1.2b Valves and Appurtenances

Per the 2021 Facility Design Guide, valves will be installed on all sides of tees and crosses in all cases regardless of zoning and air and vacuum valves will be sized to 2” as opposed to 1” per the 2021 Facility Design Guide.

4.1.2 Replumb Alignments and Locations

A replumb will be required at 3849 Chippewa Court in conjunction with the abandonment of the easement sewer adjacent to the property. Based on the initial site investigations it appears the house is slab on grade, so the lateral will need to be intercepted on the side of the house and re-routed to the Chippewa Court sewer main. The sewer main will need to be extended past the existing manhole so that a perpendicular lateral connection can be made.

The TCDB team has successfully replumbed over 300 properties over the last 5 years. We are familiar with the process of coordinating with the property owner and executing the replumb agreement. We will reach out to the owner early in the design process so that a signed agreement can be obtained prior to construction Notice to Proceed.



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

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

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

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

- Project objectives from the RFP, addenda, meeting minutes, and correspondence.
- City of San Diego Design Review Checklist, including the City's QA/QC Checklist and the Survey Deliverables Checklist, for each stage of design.
- Each comment is understood and addressed.
- Submittals are complete, design plans and details meet City and internal standards of care and practice.
- Highline meets Fire Department guidelines where all services are maintained and the plans are consistent with the phasing plan. The phasing plan is constructible and coordinated with engineering and field crews responsible for construction and oversight.
- 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, John Harris will review with the detailed involvement and oversight of the Design Manager, Makrom Shatila who performs a final QC review of the documents consistent with the submittal level. The review focuses on compliance with City design standards and permit requirements, CADD standards, and constructability all coordinated with input from experienced construction managers. This step will also identify issues which may require a City variance. Those issues will be documented separately and specifically brought to the City's attention. This is a critical step in allowing the City review process to be efficient and expeditious. Makrom will coordinate this effort with the rest of the design team and will maintain a review and comment form to track comments and ensure their resolution. Bluebeam Studio is also used to archive all comments for future review and allows multiple reviewers to provide concurrent reviews. This tool is used during Michael Baker's Peer Review Committee meetings which includes a review of plans and submittal documents by multiple disciplines as part of the QA/QC process.

We will produce a 100% submittal for the water and sewer plan and profile sheets that includes all components listed in the Public Utilities Department's 30%, 60%, and 100% submittal checklists and incorporates feedback from PUD in meetings prior to the 100% submittal. The 60% and 100% plans for the remainder of the plan set will include components from all checklists and any updated guidance on recent City projects. Upon receipt of the City's milestone submittal comments, appropriate revisions will be incorporated into the construction documents. In addition, a log of comments will be created and a report prepared indicating the disposition of the comment. The report will be delivered along with the next milestone submittal.

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

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

4.1.4 Traffic Control Approach

The Traffic Control Plan will be developed in conjunction with the phasing plan. Traffic control elements such as road closures, lane closures, alley closures, no parking zones and sidewalk closures will be developed with the assistance of the City's Traffic Department and the Field Engineering staff. Traffic control plans for most of the project will be submitted through Field Engineering as 11x17-inch sized shop drawings. Engineered traffic control plans will be developed for the larger arterials of Clairemont Drive and Balboa Avenue. To facilitate pickup and drop-off times at local schools, we will coordinate with Marston Middle School and Clairemont High



School to schedule construction and traffic control work.

4.1.5 Locations Where Water and Sewer 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’ 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’ but greater than 4’ from a parallel pipeline conveying storm drainage or sewage provided the new water main is constructed with alternate construction criteria such as 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’ center line to center line. This does not meet current standards for separation, which requires 10’ 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
Carson Street	12	3	360	Realign to cross the sewer at a 45 degree angle, install Class 305 pipe and obtain a DDW waiver
Cody Street	8	10.5	170	Install Class 305 pipe and obtain a DDW waiver
Boone Street	8	5	155	Install Class 305 pipe and obtain a DDW waiver
Datcho Street	8	9.5	50	Install Class 305 pipe and obtain a DDW waiver

4.1.6 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. 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. There are several projects that are scheduled to improve curb ramps in the area. We will work with the following project managers to identify schedule and work to be done at specific locations identified in the bridging documents including curb ramp installation and resurfacing.

- Darin Sanchez – Morena Pump Station to North City Pipeline
- Joshua Adelman – Bay Ho Improvements 1 (S) and Water Group Job 970 CI

Per the bridging documents, there is a 3-year slurry moratorium on Forney Avenue through December 2024. If slurry seal was applied where Forney Avenue intersects Ecochee Avenue, Chippewa Court, and Boone Street, we will work with City staff to determine if a moratorium waiver can be obtained prior to the start of construction to ensure that proposed water mains can be installed at those intersections.

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.

4.1.7 Curb Ramp Design and Installation Plan

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 and updated guidance on installation of dual ramps at all corners where feasible. There are approximately 113 ramps that are expected to be installed within the project area. This includes locations where coordination with conflicting projects will be required to determine which project will install ADA upgrades. The other projects identified include the Morena Pump Station to North City Pipeline, Bay Ho Improvements 1 (S), and Water Group Job 970 CI project. We will work with the project managers on these projects to understand the construction schedule and to determine which project would be best suited to complete the work.

Based on the PER, 3 locations have been identified for special design requiring enlarged and scaled details. 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 met 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 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.

4.1.8 Storm Water Pollution Control Best Management Practices

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

Water pollution control plans (WPCP) will be prepared for the entire project site to show the location of existing drainage facilities, direction of flow and proposed BMP measures. Given that the site is located primarily within the Mission Bay and La Jolla 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 2021 Storm Water Standards.

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

4.1.9 Subsurface Investigation and Geotechnical Work

Geotechnical work will be performed within the project area to cover any geologic characteristics within the large project footprint. We anticipate a total of 5 borings on streets where new pipe is proposed to be installed and where the sewer is proposed to be lowered on Dalles Street and Clairemont Drive. The soil characteristics will determine the pipe thickness for any mains in Zone B as noted in standard drawing SDS-101.

4.1.10 Permitting

We anticipate that a Batch Discharge Permit will be required if groundwater is encountered during excavation of sewers greater than 15' 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 100% and Final plans. We estimate that the permit will be obtained within two weeks of the planned discharge.

4.1.11 Effort Required for Work within Easements

The approach for the design of the easement sewer in the Garfield Shopping Center easement can be found in Section 4.1.1.1c of this proposal. An additional key element to the work within this easement will be outreach to the property owner. The TCDB team will work with the property owner to obtain a permit to work on the property. Our goal will be to limit interruptions to the businesses in the shopping center.

The other easement impacted by the project is the sewer easement adjacent to 3849 Chippewa Court. The sewer main in the easement will be slurry filled to abandon the main. It is not anticipated that any excavations or access to the easement will be required other than the replumb work for the lateral at 3849 Chippewa Court. This easement will be vacated after the work has been completed.

4.1.12 Paving Restoration

The restoration for each street segment will be based on overall condition index (OCI), street classification, and whether the work will consist of both water and sewer on a given street. Generally, residential streets will be slurry sealed with either Type I over II or Type II over III depending on the street classification. An exception to that is if both water and sewer are being replaced in which case the street will receive a 2" overlay.

Based on Addendum 3 of the RFP, we anticipate that paving on Clairemont Drive will not be included in this project so that we do not create a moratorium for future work on the City's Pure Water project. We will work with the City's project management teams for each of these projects to confirm that approach and limit disruption to stakeholders in the area.

4.1.13 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.

4.1.14 Proposed Design Schedule

The proposed detailed design schedule can be found in Section 5.



5.0 Construction Plan

5.1 Proposed Construction Plan

Construction of the Bay Ho Improvements 3 will require the TCDB team to have an integrated approach with City OPS staff and City Field Engineering. While the project is mostly linear, it will require coordination and look-ahead planning combined with the experience gained on similar projects to achieve a successful outcome.

5.1.1 Construction Approach and Methods

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. Below, we have identified the key challenges and our proposed approach to these challenges.

CHALLENGE	APPROACH
Clairemont Drive has crucial MTS bus routes that must remain in service through the duration of the project.	We will work with MTS to determine if any bus stops need to be temporarily relocated during construction to eliminate any disruptions. We will also install concrete bus stop pads at bus stops that do not already have one or if there is any trenching through an existing pad.
Based on recent experience with City of San Diego design-build projects, we anticipate that coordination with outside utilities will present a challenge. SDG&E in particular may require prolonged review periods of up to 10 weeks per submittal.	We will submit plans for review to outside utilities once horizontal and vertical alignments have been determined. We also plan to pothole early in the project schedule to determine the location and elevation of any crossing or parallel utilities and eliminate any potential conflicts.

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

- Complete the submittal review process for all materials (a letter of record for all proposed materials that are on the City approved materials list will be submitted).
- Obtain approval of our detailed project schedule.
- Obtain approval for the traffic control plans.
- Prepare and obtain approval of the WPCP.
- Complete required potholing of existing utilities.
- Hold the initial community group meetings with the identified stakeholders at 60% design.

We understand the importance of these pre-construction activities and will have them completed at the same time as the design plans are approved for construction. Through the process of constructing several 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 on-going projects, we have learned that splitting the project into multiple design phases does not necessarily expedite the process of moving forward to construction. Separate design phases**



increase the number of reviews from various City departments and outside utility agencies and hamper the design development process. We will ensure that all design elements are completed for City-wide review in order to achieve a streamlined process.

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

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



TCDB installs deep sewer mains in a residential neighborhood.

Major Equipment to be used includes:

- Compressor Dump Truck and or Vacuum Truck — for potholing operations.
- Sawcutting Truck with vacuum attachment — for sawcutting of pavement and cleanup of slurry waste.
- Caterpillar 320E, 313B, Komatsu PC150, LinkBelt 210LX, Linkbelt 460LX, Komatsu PC600, Linkbelt 800LX — for removing AC pavement, trenching, installing and backfilling of water 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.

5.1.2 Plan for Operation of Utilities During Construction

TCDB crews will install temporary 2' highlines above and below ground where necessary to isolate existing systems designated for replacement. The highlines will be disinfected and tested

per City guidelines and temporary service transfers will be installed to keep all customers in service. Once highlines and temporary services are complete, crews will cut and plug the existing mains so that the proposed sections of pipelines can be removed and replaced. Cut-ins will be utilized to reduce the amount of highlining necessary for adjacent streets and minimize service interruptions for branch lines. Items such as cut and plugs, connections and service transfers may be performed at night, if directed by the Resident Engineer to minimize any impact to residents.

5.1.3 Plan for Phasing of Construction Activities

Detailed project phasing will be developed during the Pre-design assessment. Before any phasing is finalized, the TCDB Team will meet with the City's Resident Engineer and Project Management team to discuss project phasing, take input and recommendations from City staff and develop a mutually acceptable final phasing plan. Our surface restoration and ADA upgrade crews will follow behind the pipeline crews to immediately complete the work for each paving phase.

5.1.4 General Plan for Functional Testing and Start-up

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

5.1.5 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. These changes have resulted in great success, **TC's Experience Modification Rate (EMR) has dropped consistently year after year** from 0.89 in 2019 to 0.83 in 2020, and to 0.82 in 2021. We are very proud of this reduction, with an EMR of 1.0 or less in the general engineering construction industry considered an excellent metric.

Potholing of existing utilities is an extremely critical aspect on all underground utility projects. A project of this size and scope will have up to 850 existing utility crossings. TC Construction utilizes an intensive potholing procedure process that has been refined to perfection over 40+ years of trenching near live utilities. Our industry leading proven techniques and attention to detail eliminate utility strikes which keep our employees and the community safe and allows for resolving utility conflicts in advance and zero downtime during construction.

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

Our program includes:

- Defines formal responsibility for accident prevention.



- Provides accident prevention policies and training for both supervisors and employees.
- Establishes guidelines for pre-project planning including all applicable regulations.
- Outlines specific requirements and checklists for conducting daily job site safety inspections.
- Includes education regarding emergency procedures and location of urgent care facilities.
- Provides educational material for holding daily and weekly Tailgate Safety Meetings.
- Includes strict policies and procedures for investigating and reporting accidents.
- Includes a drug and alcohol testing program that includes pre-employment, post-accident and testing for cause.
- Provides an employer provided Employee Assistance Program.
- Recognizes significant improvement and continued success in safety performance.
- Keeping our employees and customers safe through intense extensive utility potholing process. Our goal is zero utility strikes.

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

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

5.1.6 Proposed Emergency Response Plan

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

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

Other high-risk elements include:

- Traffic control and working alongside busy streets.
- Location of overhead and underground electrical lines.
- Underground fuel lines.
- High volume traffic congested areas.
- Work sites with constrained work limits.
- Sanitary sewer mains and sewage spills.
- Contaminated soil.
- Trench shoring.



- Equipment failure.
- Chemical handling.
- Pressure testing operations.
- Narrow streets and alleyways.

5.1.7 Proposed Construction Schedule

The schedule can be found at the end of Section 5.

The TCDB team proposes to include additional milestones including a Concept Design Workshop for interested stakeholders including outside agencies as well as “tailgate” constructability meetings at the project site during design to facilitate understanding of any conflicts or issues that may arise as the design is developed.

These milestones will give all partners a greater understanding of the project and facilitate communication which will reduce the number of questions or comments during submittal reviews. We feel that this approach will expedite the design of the project and allow for a smooth transition to the construction phase.

Our approach to ensuring that project milestones are met includes regular communication among the TCDB team in the form of a weekly progress meeting as well as production of two-week look ahead schedules to identify any possible near term delays and ways to mitigate them. The goal is to complete all design work for the water and sewer within 6 months so that the focus for the remainder of the project is on construction. This will allow the design team to focus on construction support to quickly address any issues in the field once the final signed plans have been issued.

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

5.1.8 Traffic Control Management

The Traffic Control Management Plan will be developed in conjunction with the phasing plan. Traffic control elements such as road closures, lane closures, alley closures, no parking zones and sidewalk closures will be developed with the assistance of the City’s Traffic Department and the Field Engineering staff. Traffic control plans for most of the project will be submitted through Field Engineering as 11x17-inch sized shop drawings. Engineered traffic control plans will be developed for the larger arterials of Clairemont Drive and Balboa Avenue. To facilitate pickup and drop-off times at local schools, we will coordinate with Marston Middle School and Clairemont High School to schedule construction and traffic control work.

5.1.9 Quantities Anticipated to Complete the Project:

- 5.1.9.1. Additional Bedding – 430 CY
- 5.1.9.2. Imported Backfill – 1,200 TON
- 5.1.9.3. Asphalt Pavement Repair – 4,000 SF
- 5.1.9.4. Additional Curb & Gutter – 250 LF
- 5.1.9.5. Additional Sidewalk Removal & Replacement – 1,250 SF
- 5.1.9.6. Additional Pavement Removal & Disposal – 125 CY



5.1.9.7 – Additional Anticipated Quantities that are Necessary to Complete the Project:

5.1.9.7a – AC Pavement Restoration Adjacent to Trench – 6,500 SF

5.1.9.7b – Crack Sealing – 8,000 LF

5.1.10 Community Impact

Vic Salazar of Vic Salazar Communications (VSC) will serve as the exclusive Community Liaison for this project. VSC will serve as the team's exclusive Community Liaison. VSC has served as Community Liaison for more than five dozen City of San Diego Capital Improvement Projects in the past decade including more than dozen with TC. VSC is experienced in fulfilling the Scope of Work for Community Liaison services for Bay Ho Improvements 3 and will work cooperatively with and provide assistance to the City's PIO team. Community Outreach Plans will be designed to provide awareness to all stakeholders of the construction project and provide avenues for feedback.

5.1.10.1. Construction Coordination Efforts to Minimize Impacts to Businesses and Residents

Our Design-Build team will creatively integrate the needs of the community into the design of the project. We anticipate several community concerns based on how vocal the community was when presented with the Morena Pipeline Pure Water project that also includes Clairemont Drive.

We anticipate concern about the staging of construction equipment during non-working hours.

5.1.10.2. Community Outreach and Public Relations Program

VSC will adhere to the City's Whitebook requirements for Community Liaison and work with the City's PIO team to implement and carry out the public information and outreach program.

VSC's outreach effort will begin with the development of a Community Relations Plan within 10 days of the Notice to Proceed. This plan will identify communication flow between the City, Design-Builder and the Community Liaison. Key stakeholders will be identified and methods of outreach will be described in detail.

VSC will also work with the City Council Community Representatives for to utilize their respective social media channels to provide accurate, important project schedule information.

As the Community Liaison, VSC will field questions by phone or email from the public and respond within one business day. All public calls and emails will be logged and entered on a spreadsheet that the project team will receive every two weeks including a detailed report of Community Liaison activities.

VSC will meet with the following stakeholders one-on-one to trade contact information, explain the project, and follow up with answers to stakeholder inquiries.

Key Stakeholders

- Residents
- City of San Diego
- Mayor Todd Gloria
- District 2 City Councilmember Jennifer Campbell
- District 6 City Councilmember-elect Kent Lee



- San Diego Unified School District
 - Marston Middle School
 - Clairemont High School
- Metropolitan Transit System
- San Diego Fire-Rescue Department
- Clairemont Community Planning Group
- Multiple Businesses at intersection of Balboa Avenue and Clairemont Drive
- Small Businesses on Balboa Avenue south of Ute Drive.
- Canyon Villas Retirement Home
- Canyon View Church of Christ

Public Safety

The project area is covered by San Diego Fire-Rescue Station 27, 5064 Clairemont Drive.

We spoke with Monica Munoz the Public Information Officer for the City's Fire and Rescue Department. Ms. Munoz asked that we provide her with all street closure or detour information and he will provide the information to the Captains at Station 51. Ms. Munoz suggested this process due to the fact that there are multiple shifts at the station and Station 51 can easily email each Captain directly.

Community Outreach and Public Relations will include:

- Community Relations Plan, within 10 working days of NTP
 - Identify communication flow within Design-Builder Team, between Design-Builder and City, between VSC and City.
 - Major stakeholder list and contact information.
 - Proposed mitigation measures to lessen construction impacts.

5.1.10.3. Coordination with Property Owners for Work Within Easements and Methods to Convey Project Information to Residents

Our approach is to work closely with the community on two levels. First, at the macro level, we will meet with the Clairemont Community Planning Group to provide information about the project and gather important feedback. We will meet with CCPG during the Design Phase at 100% and near the start of the Construction Phase.

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.

Methods of Outreach

- Letter during Design Phase to properties within 300-feet of project alignment to provide information about the project including a map of the pipeline route, a time table of project milestones and contact information for community concerns (see below).
- Letter before beginning of construction to the same properties.



- We estimate as many as 1,000 addresses will receive letters.
- Both letters will include a project map and 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.
- Presentations during Design Phase and start of construction to Clairemont Community Planning Group.
 - Clairemont Community Planning Group meets on the third Thursday of the month, 6 p.m. at Alcott Elementary School, 4680 Hidalgo Avenue. The planning group Chair is Nicholas Reed, 858-692-5263.
- Door hanger notices distributed at least five days before the start of construction.
 - Every notification (letter or door hanger) will include the City's Capital Improvement's preferred contact information: website (www.sandiego.gov/cip), email (engineering@sandiego.gov) and phone (619.533.4207).
- 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.
- Council District's 2 and 5 Community Newsletter.

Response to Residents

- All calls/emails generated by residents will be responded within one business day of receipt.
- All public contacts will be documented.
 - Excel file of public interaction distributed to City's project team and Design-Builder team every two weeks.
- All calls/emails generated by residents will be responded within one business day of receipt.
- VSC will attend project meetings and provide reports about Community Outreach activity.
- VSC will be available to respond to questions from the community as needed and provide written materials to explain the project at community presentations.

5.1.10.4. Staging Area and Project Cleanup

Project cleanup will be conducted on a daily basis, prior to the end of each work shift. Street sweeping will be conducted regularly as needed to ensure that dust and debris are controlled and that WPCP guidelines are being followed. The TCDB Team plans to locate and secure the use of an existing vacant lot, if possible, for its staging of equipment and materials.

5.1.10.5. Minimization of Impacts to Residents and Visitors

This project will impact traffic on Balboa Avenue and Clairemont Drive. Traffic flow will be a concern to: parents with students at Marston Middle School and Clairemont High School;

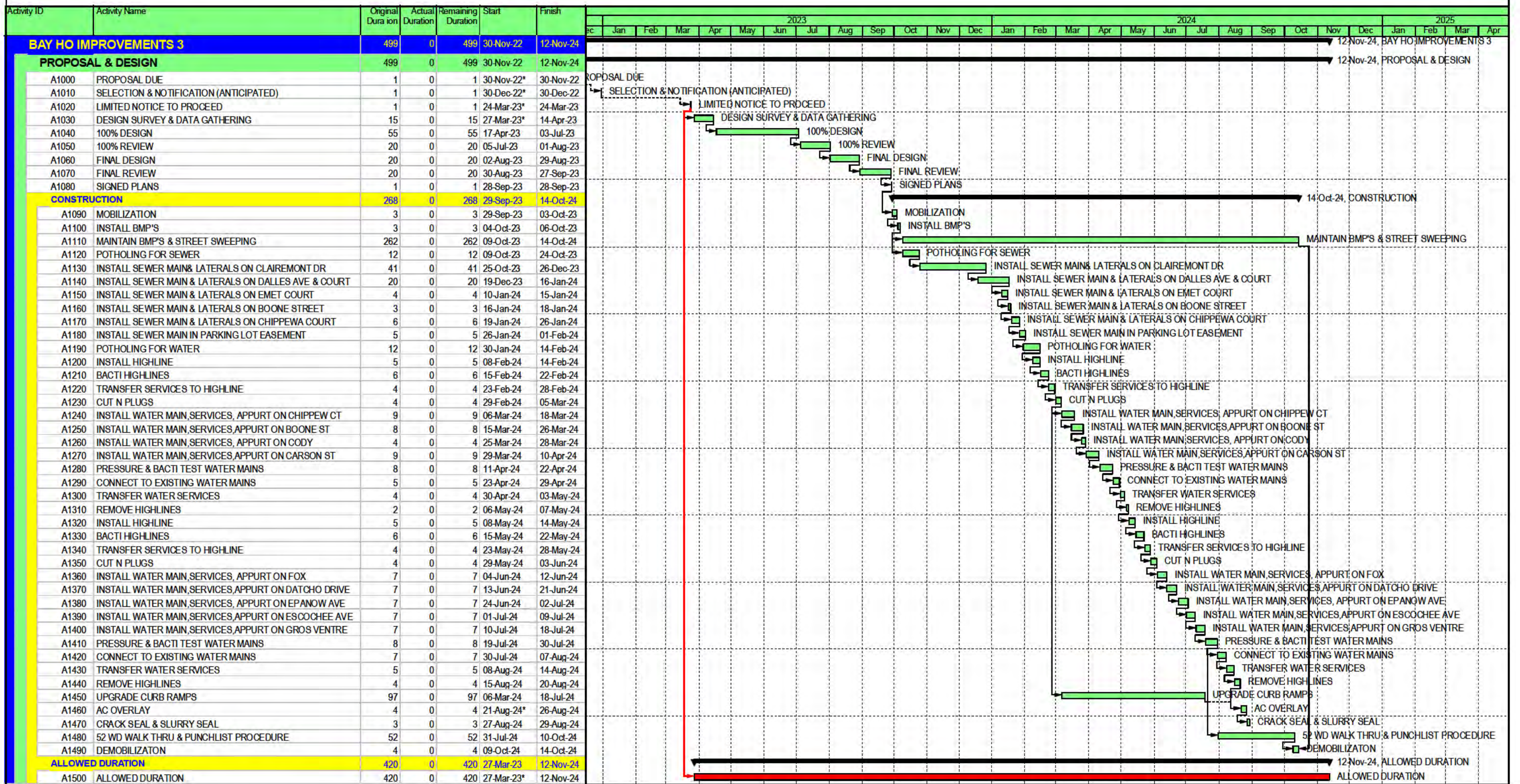
hundreds of residents who live on or near the pipeline route; management and clients of Canyon Villas Retirement Home; property managers and customers of retail complexes at the intersection of Balboa Avenue and Clairemont Drive; small businesses on Balboa Avenue south of Ute Drive; Canyon View Church of Christ; and Metropolitan Transit System due to bus routes 27, 43 and 105. The traffic control plan for this project will be submitted and approved by the City of San Diego.

- The Metropolitan Transit System operates bus lines 27, 43 and 105 along the project route.
 - Dana Basham, the Fixed Route Operations manager for MTS, asked us to keep her updated on impacts to those bus lines.

5.1.10.6. Construction Mitigation Plan to Minimize Impacts to Business Access and Parking

Outreach materials to the community will include door hanger notices no later than five days before the start of each phase of construction to properties within 300 feet of the construction zone. VSC will also notify water customers of a scheduled shutoff no later than 72 hours in advance via door hanger notices and the outreach methods listed in Community Coordination section above. VSC's experience shows that early face-to-face introductions and trading of contact information goes a long way to providing trusted communication with business owners or business center managers. This will allow us to learn their concerns. The information they provide will help the project team develop a work schedule that will allow for the construction to be completed on time and budget with having minimum impact on businesses.

- If there are home-based businesses, they will receive the outreach outlined in the Residents and Visitors section above.



TASK filter: All Activities

6. EQUAL OPPORTUNITY CONTRACTING PROGRAM

6.1 EOCP Information

The EOCP documentation can be found on the following page.

6.2 Subcontractor Participation Percentages

The TCDB will meet or exceed the mandatory minimum subcontractor participation percentages established by the City of San Diego (City) for this Project. We have partnered with many local ELBE/SLBE certified firms to achieve this goal and to unequivocally demonstrate our commitment to equal opportunity subcontracting. Subcontractor Documentation can be found in our Cost Proposal.

Figure 1: Summary of Subcontracting Participation Percentages

Services	SLBE	ELBE	Total
Design & Construction Services	11.30%	14.30%	25.60%
<i>Percentages shown relative to proposed design and construction services budget in the bid form.</i>			



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: T C Construction Company, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 10540 Prospect Avenue

City: Santee County: San Diego State: CA Zip: 92071

Telephone Number: 619-448-4560 Fax Number: 619-448-3341

Name of Company CEO: Austin Cameron

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N/A

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Construction Type of License: A, C21

The Company has appointed: Angel Montenegro

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 10540 Prospect Ave Santee, CA 92071

Telephone Number: () _____ Fax Number: _____ Email: acameron@tcincsd.com Fax: 619-448-3341

Telephone: 619-448-4560

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of T C Construction Company, Inc.

San Diego (County) California (State) hereby certify that information provided

herein is true and correct. This document was executed on this 4th day of May, 2022

[Signature] (Authorized Signature) Austin Cameron, President (Print Authorized Signature Name)



WORK FORCE REPORT - Page 2

NAME OF FIRM: T C Construction Company, Inc. DATE: 5-4-22
 OFFICE(S) or BRANCH(ES): Santee COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity, not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1		1							8		
Professional			2	1	1							6	3	1
A&E, Science, Computer														
Technical														
Sales														
Administrative Support			1									1	7	
Services														
Crafts			4									4		
Operative Workers	1		4					1				5		1
Transportation														
Laborers*			2										1	

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		14	1	2			1				24		1	1
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Grand Total All Employees 56

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



WORK FORCE REPORT - Page 3

NAME OF FIRM: T C Construction Company, Inc. DATE: 5-4-22
 OFFICE(S) or BRANCH(ES): Santee COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters			6								1			
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers	4		27		2		1				6		1	
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers			3								10			
Glaziers														
Helpers; Construction Trade	3		7								2		2	
Millwrights														
Misc. Const. Equipment Operators			28				1				24		1	
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters			21								9			
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers			1								1			
Workers, Extractive Crafts, Miners														

Totals Each Column	7		93		2		2				53		4	
--------------------	---	--	----	--	---	--	---	--	--	--	----	--	---	--

Grand Total All Employees 161

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--





November 1, 2022

Austin Cameron
TC Construction Company, Inc.
10540 Prospect Ave
Santee, CA 92071

City of San Diego
Purchasing & Contracting, Public Works
1200 Third Ave Suite 200
San Diego, CA 92101

RE: Complaints and or Pending Actions Filed / K-23-2112-DB1-3 Bay Ho Improvements 3

To whom it may concern;

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

Offices in San Diego County, Corporate | Inland Empire | Imperial County

www.tcincsd.com
General Engineering Contractor
CA 402459 Class A and C-21 | NV 0072614
AZ ROC225328 KA and ROC225329 K-57



Michael Baker
INTERNATIONAL

Trusted Local Team Emphasizing Communication, Value and Quality.

7. REFERENCES

If this changes, need to recreate table

Project and Location	Contact	Work Performed	Contract Amount Completion Date
<p>Pacific Beach Pipeline Project</p> <p>Pacific Beach & Mission Bay</p>	<p>City of San Diego Clem Wassenberg 619-218-8404 cwassenberg@sandiego.gov</p>	<p>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.</p>	<p>\$35,126,552 2022</p>
<p>Sewer & Water Group 940</p> <p>City Heights & College Area</p>	<p>City of San Diego Robert Hanna 619-985-9678 rhanna@sandiego.gov</p>	<p>Removal & replacement of 12,000 LF of Sewer and 12,000 LF of Water mains, 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. Cal Trans coordination</p>	<p>\$8,683,602 Sept 2017</p>
<p>MACC Task Order #1 - Sewer & Water Group 946 & 949</p> <p>Encanto & Southcrest</p>	<p>City of San Diego Riyadh Makani 619-209-9990 rmakani@sandiego.gov</p>	<p>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.</p>	<p>\$9,230,094 August 2018</p>





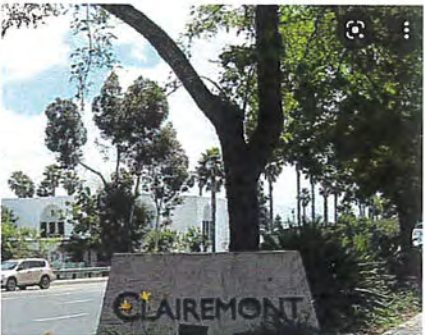
T C CONSTRUCTION COMPANY, INC.
10540 Prospect Avenue
Santee, CA 92071

Michael Baker
INTERNATIONAL

We Make a Difference

MICHAEL BAKER INTERNATIONAL
9755 Clairemont Mesa Boulevard
San Diego, CA 92124

PRICE PROPOSAL



PRICE PROPOSAL • NOVEMBER 30, 2022

BAY HO IMPROVEMENTS 3

RFP NUMBER: K-23-2112-DB1-3

SUBMITTED BY
T C CONSTRUCTION COMPANY, INC.
10540 Prospect Avenue • Santee, CA 92071

State Contractor's License Number: 402459
Classifications A & C21



SUBMITTED TO



In partnership with



CERTIFICATIONS AND FORMS

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

COVID-19 VACCINATION ORDINANCE CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego City Council Ordinance No. O-2022-53 Emergency Ordinance to Implement the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City of San Diego (City) contractors, who interact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. Contractors must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
4. Contractors must certify that members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
5. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

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
Engineering & Capital Projects Department
CONSTRUCTION MANAGEMENT AND FIELD SERVICES

NOTICE OF MATERIALS TO BE USED

To: _____
 Resident Engineer

Date: _____, 20__

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

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

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

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

Distribution:

Supplier

 Signature of Supplier

 Address

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR PROPOSAL NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR PROPOSAL SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the proposer and submitted (uploaded) electronically with the bid in PlanetBids.

- A. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
- B. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
- C. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
- E. DESIGN-BID PROPOSAL
- F. DESIGN-BUILDER'S GENERAL INFORMATION

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

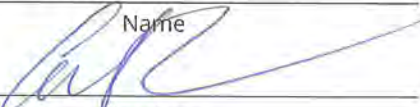
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President
Name

Signature Date 11-1-22

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

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

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Austin Cameron	President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
40% Owner	

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

* Use Additional Pages if Necessary *

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

Austin Cameron, President



11-1-22

Print Name, Title

Signature

Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

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

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

Name	Title/Position
Chad Cameron	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
20% Owner	

Name	Title/Position
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 *

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Austin Cameron, President



11-1-22

Print Name, Title

Signature

Date

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Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

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

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

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

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

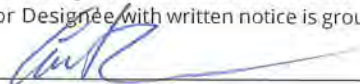
Name	Title/Position
Robert Kostyrka	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
10% Owner	

Name	Title/Position
Darren Tharp	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Alpine, CA	N/A
Interest in the transaction	
10% Owner	

*** Use Additional Pages if Necessary ***

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

Austin Cameron, President



11-1-22

Print Name, Title

Signature

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract awards</i> , executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

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

NAME	TITLE
Austin Cameron	President
Jack Gieffels	Vice President
Darren Tharp	Vice President
Terry Cameron	CEO

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: _____ T C Construction Company, Inc. _____

Certified By _____ Austin Cameron _____ Title _____ President _____


 Name _____ Date _____ 11-1-22 _____

Signature

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION
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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
Chad Cameron	Vice President
Robert Kostyrka	Vice President

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

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

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
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Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____
 Signature _____

Date 11-1-22

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Michael Baker International	Brian Lutes - President CEO
	Dale Spaulding - EVP & COO
	James McKnight - EVP & Corp Secretary
	James Kempton - EVP & Treasurer

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: _____ T C Construction Company, Inc.

Certified By _____ Austin Cameron _____ Title _____ President _____

Name

 _____ Date _____ 11-1-22
 Signature

*USE ADDITIONAL FORMS AS NECESSARY**

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Vic Salazar Communications	Vic Salazar- Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: _____ T C Construction Company, Inc.

Certified By _____ Austin Cameron _____ Title _____ President _____

Name


 Signature

Date _____ 11-1-22 _____

*USE ADDITIONAL FORMS AS NECESSARY**

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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
<i>Nova Services Inc</i>	<i>Danny Barnett - President</i>
	<i>Dan Barnett - Principal</i>

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President

Austin Cameron
 Name
 Signature

Date 11-1-22

*USE ADDITIONAL FORMS AS NECESSARY**

DEBARMENT AND SUSPENSION CERTIFICATION
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ray Allan Slummy Seal	Ray Allan - Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: _____ T C Construction Company, Inc. _____

Certified By _____ Austin Cameron _____ Title _____ President _____


 Name _____
 Signature _____ Date _____ 11-1-22 _____

*USE ADDITIONAL FORMS AS NECESSARY**

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 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Piperin Corporation	Craig Bamy - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____
 Signature _____ Date 11-1-22

*USE ADDITIONAL FORMS AS NECESSARY**

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 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Maxim Engineering	Tania Tischler - President
	Derek Franken - Vice President
	Lawrence Findahl - Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: _____ T C Construction Company, Inc. _____

Certified By _____ Austin Cameron _____ Title _____ President _____



 Name
 Signature

Date _____ 11-1-22 _____

*USE ADDITIONAL FORMS AS NECESSARY**

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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Southwest Traffic Signal	Ryan Clark - President General Manager

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President

 Name
 Signature Date 11-1-22

*USE ADDITIONAL FORMS AS NECESSARY**

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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Precision Striping	Tim Martin - President/CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: _____ T C Construction Company, Inc. _____

Certified By _____ Austin Cameron _____ Title _____ President _____


 Name _____
 Signature _____ Date _____ 11-1-22 _____

*USE ADDITIONAL FORMS AS NECESSARY**

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Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Dick Miller Inc	Colen Bullock - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 11-1-22
 Signature

*USE ADDITIONAL FORMS AS NECESSARY**

DESIGN-BUILD PROPOSAL

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

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

Dated: November 1, 2022

The Design-Builder: T C Construction Company, Inc.

By: 
(Signature)

Title: President

PROPOSAL

DESIGN-BUILDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

IF A PARTNERSHIP, SIGN HERE: N/A


- (1) Name under which business is conducted _____
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

Full Name and Character of partner

- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____
- (6) Telephone No. _____ Facsimile No. _____
- (7) Email Address _____

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted T C Construction Company, Inc.
- (2) Signature, with official title of officer authorized to sign for the corporation:


(Signature)
Austin Cameron

(Printed Name)
President

(Title of Officer)

(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of California
- (4) Place of Business (Street & Number) 10540 Prospect Ave
- (5) City and State Santee, CA Zip Code 92071

(6) Telephone No. 619-448-4560 Facsimile No. 619-448-3341

(7) Email Address acameron@tcincsd.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A, C21

LICENSE NO. 402459 EXPIRES 4-30-23

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

1000003121

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): _____

E-Mail Address: acameron@tcincsd.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature  Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 19th DAY OF October 2022

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

"SEE attached"

(NOTARIAL SEAL)



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

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 19th day of October, 2022, by
Date Month Year

(1) Austin Cameron

(and (2) N/A),
Name(s) of Signer(s)



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

Signature Sandra Weeks
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____





**TC Construction
Company, Inc.**

Building Communities Up
From The Underground

November 1, 2022

Austin Cameron
TC Construction Company, Inc.
10540 Prospect Ave
Santee, CA 92071

City of San Diego
Purchasing & Contracting, Public Works
1200 Third Ave Suite 200
San Diego, CA 92101

RE: Complaints and or Pending Actions Filed / K-23-2112-DB1-3 Bay Ho Improvements 3

To whom it may concern;

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



ATTACHMENT H

PRICE FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Bay Ho Improvements 3**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS Code	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ 79,300.00
2	541330	Engineering and Design Services	1	D	LS	 	\$ 780,000.00
3	237110	Construction	1		LS	 	\$ 8,850,000.00
4		City Contingency (EOC Type II)	1		AL	 	\$850,911.00
5	541330	WPCP Development	1	D	LS	 	\$ 4,000.00
6	237310	WPCP Implementation	1		LS	 	\$ 127,000.00
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 6, INCLUSIVE):							\$ 10,691,211.00

* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 6, inclusive) amount written in words:

Ten Million Six Hundred Ninety One Thousand Two Hundred Eleven Dollars Even

Design-Builder: T C Construction Company, Inc.

Title: Austin Cameron, President

Signature: 

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

Austin Cameron-President	Terry Cameron-CEO
Jack Gieffels-Secretary/Treasurer	Darren Tharp-Vice President
Chad Cameron-Vice President	Robert Kostyrka-Vice President

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



TC Construction Company, Inc.

Building Communities Up
FROM THE Underground

CORPORATE RESOLUTION
(BOARD OF DIRECTORS)

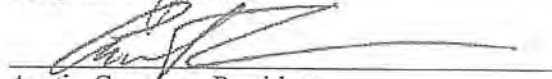
We the undersigned Board of Directors for TC Construction Company, Inc. ("Corporation"), herby certify that the Corporation is organized and existing under and virtue of the laws of the State of California as a corporation for profit, with its principal office at 10540 Prospect Avenue, Santee, California 92071. We further certify that at a meeting of the Directors of the Corporation, duly called and held on August 7, 2019 at which a quorum was present and voting the following resolution was adopted.


Be it resolved that Terry Cameron a 10% shareholder of the Corporation has been appointed CEO, Austin Cameron a 40% shareholder of the Corporation has been appointed President, Darren Tharp a 10 % shareholder of the Corporation has been appointed Vice President, Chad Cameron a 20% shareholder of the Corporation has been appointed Vice President, Robert Kostyrka a 10% shareholder of the Corporation has been appointed Vice President, Jack Gieffels a 10% shareholder of the Corporation has been appointed as CFO & Secretary/Treasurer.


Be it resolved that Terry Cameron has been authorized as CEO, Austin Cameron as President and Jack Gieffels as CFO & Secretary/Treasurer to execute any and all contracts, change orders, documents, deeds or any other items required by the corporation.


EXECUTED at San Diego County, California
This 7th day of August 2019.



Terry Cameron, CEO


Austin Cameron, President


Chad Cameron, Vice President


Robert Kostyrka, Vice President


Darren Tharp, Vice President


Jack Gieffels, CFO & Secretary/Treasurer



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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Michael Baker International</u> Address: <u>9755 Clairemont Mesa Blvd</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92124</u> Phone: <u>858-614-5000</u> Email: <u>jharris@mbakerintl.com</u>	Designer	1000631983	N/A	Engineering & Design Services	\$700,000.00	N/A	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

ⓑ 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.

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

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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	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Vic Salazar Communications</u> Address: <u>5205 Kearny Villa Way #107</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619-577-4744</u> Email: <u>vic@vicsalazar.com</u>	Designer	1000364796	N/A	Community Liaison	\$33,000.00	ELBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

Ⓣ 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.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Nova Services</u> Address: <u>4373 Viewridge Ave Suite B</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-292-7575</u> Email: <u>aneuhaus@usa-nova.com</u>	Constructor	1000007909	N/A	Geotechnical Investigation & Report	\$69,845.00	SLBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

ⓑ 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.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Roy Allan Slurry Seal</u> Address: <u>11922 Bloomfield Ave</u> City: <u>Santa Fe Springs</u> State: <u>CA</u> Zip: <u>90670</u> Phone: <u>562-864-3363</u> Email: <u>lawrence@raslurry.com</u>	Constructor	1000001156	372798	Slurry Seal	\$195,170.35	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Piperin Corporation</u> Address: <u>510 Venture Street</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-305-7248</u> Email: <u>craig@piperincorp.com</u>	Constructor	100000485	964028	Portions Of Sewer	\$589,875.00	ELBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

Ⓢ 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.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Maxim Engineering</u> Address: <u>2107 Twisted Oak Lane</u> City: <u>Alpine</u> State: <u>CA</u> Zip: <u>91901</u> Phone: <u>619-990-4245</u> Email: <u>tania@maximcci.com</u>	Constructor	1000048900	1000689	Portions Of Water	\$ 774,169.00	ELBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

Ⓜ 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.

**DESIGN-BUILD LIST OF SUBCONTRACTORS
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Name: <u>Southwest Traffic Signal</u> Address: <u>9201 Isaac St Suite A</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>92071</u> Phone: _____ Email: <u>michael@southwestsignal.com</u>	Constructor	1000004265	451115	Traffic Loops & Ped. Push Buttons	\$22,400.00	SLBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

[ⓑ] 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 |

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Name: <u>Precision Striping</u> Address: <u>545 W. Bradley Ave</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>619-312-2440</u> Email: <u>tim@precisionstripingsd.com</u>	Constructor	1000051515	1026547	Striping	\$9,900.00	ELBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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- | | | | |
|---|--------|--|---------|
| 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 | | |

ⓑ 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 |

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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	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Dick Miller Inc</u> Address: <u>930 Boardwalk Suite H</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078</u> Phone: <u>760-471-6842</u> Email: <u>jmartinez@dmiusa.net</u>	Constructor	100004547	380204	Concrete Flatwork	\$1,019,635.00	SLBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

Ⓢ 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.

City_of_San_Diego
Vic Salazar Communications - Company Profile

Company Information			
Company Name:	<i>Vic Salazar Communications</i>	TaxID/EIN:	<i>*****2211</i>
Doing Business As:	<i>Vic Salazar Communications</i>		
Legal Form of the Business:	<i>Sole Proprietor/Individual</i>	Date Established:	
Ethnicity:	<i>Latino American</i>	Gender:	<i>Male</i>
Main Area in which the business provides materials or services:	<i>Professional Services</i>		
Business Description:			
	<i>Professional Services</i>		

Company Address	
Primary Address:	<i>5205 Kearny Villa Way, Suite 107, San Diego, CA, 92106</i>
Mailing Address:	<i>5205 Kearny Villa Way Suite 107, Suite 107, San Diego, CA, 92123</i>

Contact Information			
Business Phone:	<i>619-517-4744</i>	Business Fax:	
Website:	<i>www.vicsalazar.com</i>		
Primary Contact	Name: <i>Vic Salazar</i>	Title:	<i>President/CEO</i>
	Email: <i>vic@vicsalazar.com</i>	Phone:	<i>619-517-4744</i>
		Cell Phone:	
Secondary Contact	Name:	Title:	
	Email:	Phone:	
		Cell Phone:	

Market Areas

Other Information			
Insurance Company:		DUNS:	
Insurance Number:		CAGE Code:	
Insurance Exp. Date:			
Major Customers:			

Company Certification				
Certifying Agency	Certificate Type	Certificate Number	Date of Issue	Expiration Date
City_of_San_Diego	ELBE	11VS0243	12/03/2014	12/03/2016
CalTrans	DBE	10023		01/01/2050
City_of_San_Diego	ELBE	11VS0243	10/15/2012	10/15/2014
CPUC	MBE	8KN00010	12/07/2018	10/03/2020
City_of_San_Diego	ELBE	11VS0243	12/06/2016	12/06/2018
State of California Dept	Micro	55753	03/14/2012	03/31/2017
CPUC	DBE	8KN00010	12/07/2018	10/03/2020
CalTrans	DBE	38595	10/21/2020	01/01/2050
City_of_San_Diego	ELBE	11VS0243	12/07/2018	12/07/2020
State of California Dept	Micro	55753	05/30/2017	05/31/2019
City_of_San_Diego	ELBE	11VS0243	12/07/2022	12/07/2024
CPUC	MBE	8KN00010	08/18/2020	08/18/2023
City_of_San_Diego	ELBE	11VS0243	12/07/2020	12/07/2022
State of California Dept	Micro	55753	06/05/2019	06/30/2021

Company Industries	
Industry Code	Description
80100	SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES
91500	COMMUNICATIONS AND MEDIA RELATED SERVICES
91807	Advertising Consulting
91826	Communications: Public Relations Consulting
91876	Marketing Consulting
91800	CONSULTING SERVICES
96153	Marketing Services (Incl. Distribution, Research, Sales Promotions, etc.)
96160	Public Opinion Surveys
96161	Public Speaking Services
96234	Event Planning Services
96279	Sign Making Services
541820	Public Relations Agencies

Business Size Information						
Total Number of Employees:	2	Gross receipts of the firm:				
Number of Minority Employees:		<table border="1" style="width: 100%;"> <thead> <tr> <th>Year</th> <th>Total Receipts</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Year	Total Receipts		
Year	Total Receipts					
		Average Gross Receipts:				

Additional Information

License Number:

License Type:

City_of_San_Diego Barnett Quality Control Services, Inc. - Company Profile

Company Information			
Company Name:	Barnett Quality Control Services, Inc.	TaxID/EIN:	*****5831
Doing Business As:	NOVA Services		
Legal Form of the Business:	S Corporation	Date Established:	04/21/2008
Ethnicity:	Caucasian American	Gender:	Male
Main Area in which the business provides materials or services:	General Services		
Business Description:	Construction testing and inspection, geo engineering		

Company Address	
Primary Address:	4373 Viewridge Avenue, Suite B, San Diego, CA, 92123
Mailing Address:	4373 Viewridge Ave Suite B, San Diego, CA, 92123

Contact Information			
Business Phone:	619-944-8889	Business Fax:	
Website:	www.usa-nova.com		
Primary Contact	Name: Danny Barnett, Jr.	Title:	Senior Vice President
	Email: djbarnett@usa-nova.com	Phone:	816-289-0131
		Cell Phone:	816-289-0131
Secondary Contact	Name: C. Luna	Title:	
	Email: Cluna@usa-nova.com	Phone:	
		Cell Phone:	

Market Areas

Other Information			
Insurance Company:		DUNS:	
Insurance Number:		CAGE Code:	
Insurance Exp. Date:			
Major Customers:			

Company Certification				
Certifying Agency	Certificate Type	Certificate Number	Date of Issue	Expiration Date
City_of_San_Diego	SLBE	12BQ0666	06/19/2012	06/19/2014
City_of_San_Diego	SLBE	12BQ0666	08/06/2021	08/06/2023
City_of_San_Diego	SLBE	12BQ0666	10/12/2018	10/12/2020
State of California Dept	Micro	1733688	08/24/2017	08/31/2019
City_of_San_Diego	SLBE	12BQ0666	07/14/2014	07/14/2016
City_of_San_Diego	SLBE	12BQ0666	08/30/2016	08/30/2018
State of California Dept	Micro	1733688	04/27/2012	04/30/2017
State of California Dept	DVBE	1733688	10/18/2019	10/31/2021

Company Industries	
Industry Code	Description
541350	Building Inspection Services
541380	Testing Laboratories

Business Size Information						
Total Number of Employees:	0	Gross receipts of the firm:				
Number of Minority Employees:		<table border="1" style="width: 100%;"> <thead> <tr> <th>Year</th> <th>Total Receipts</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Year	Total Receipts		
Year	Total Receipts					
		Average Gross Receipts:				

Additional Information	
License Number: License Type:	<hr/> <hr/>

City_of_San_Diego
Piperin Corporation - Company Profile

Company Information			
Company Name:	<u>Piperin Corporation</u>	TaxID/EIN:	<u>****0464</u>
Doing Business As:	<u></u>		
Legal Form of the Business:	<u>S Corporation</u>	Date Established:	<u></u>
Ethnicity:	<u>Caucasian American</u>	Gender:	<u>Male</u>
Main Area in which the business provides materials or services:	<u>Construction</u>		
Business Description:	<u>General Engineering Construction</u>		

Company Address	
Primary Address:	<u>510 Venture Street, Escondido, CA, 92029</u>
Mailing Address:	<u>510 Venture Street, Escondido, CA, 92029</u>

Contact Information			
Business Phone:	<u>760-305-7248</u>	Business Fax:	<u>760-305-7253</u>
Website:	<u></u>		
Primary Contact	Name: <u>Craig Barry</u>	Title:	<u>President</u>
	Email: <u>craig@piperincorp.com</u>	Phone:	<u>760-305-7248</u>
		Cell Phone:	<u>619-339-7875</u>
Secondary Contact	Name: <u>Sarah Carrizosa</u>	Title:	<u>Office Manager</u>
	Email: <u>sarah@piperincorp.com</u>	Phone:	<u>760-305-7248</u>
		Cell Phone:	<u></u>

Market Areas
<u></u>

Other Information			
Insurance Company:	<u></u>	DUNS:	<u></u>
Insurance Number:	<u></u>	CAGE Code:	<u></u>
Insurance Exp. Date:	<u></u>		
Major Customers:	<u></u>		

Company Certification				
Certifying Agency	Certificate Type	Certificate Number	Date of Issue	Expiration Date
City_of_San_Diego	ELBE	12PC0554	09/21/2014	09/21/2016
City_of_San_Diego	SLBE	12PC0553	11/07/2022	11/07/2024
City_of_San_Diego	SLBE	12PC0553	09/22/2018	09/22/2020
City_of_San_Diego	ELBE	12PC0554	09/07/2016	09/21/2018
City_of_San_Diego	ELBE	12PC0554	08/02/2011	09/21/2014
City_of_San_Diego	SLBE	12PC0553	11/07/2022	11/07/2023
City_of_San_Diego	ELBE	12PC0553	10/02/2020	10/02/2022

Company Industries	
Industry Code	Description
237110	Water and Sewer Line and Related Structures Construction
237310	Highway, Street, and Bridge Construction
237990	Other Heavy and Civil Engineering Construction

Business Size Information						
Total Number of Employees:	9	Gross receipts of the firm:				
Number of Minority Employees:		<table border="1"> <thead> <tr> <th>Year</th> <th>Total Receipts</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Year	Total Receipts		
Year	Total Receipts					
		Average Gross Receipts:				

Additional Information

License Number:

License Type:

City_of_San_Diego Maxim Construction Co., Inc. - Company Profile

Company Information			
Company Name:	<u>Maxim Construction Co., Inc.</u>	TaxID/EIN:	<u>*****2215</u>
Doing Business As:	<u>Maxim Engineering</u>		
Legal Form of the Business:	<u>S Corporation</u>	Date Established:	<u></u>
Ethnicity:	<u>Asian American</u>	Gender:	<u>Female</u>
Main Area in which the business provides materials or services:	<u>Construction</u>		
Business Description:	<u>Underground utility contractor (water, sewer, storm drain, conduit, etc.)</u>		

Company Address	
Primary Address:	<u>2107 Twisted Oak Lane, Alpine, CA, 91901</u>
Mailing Address:	<u>2107 Twisted Oak Ln, Alpine, CA, 91901</u>

Contact Information				
Business Phone:	<u>619-990-4245</u>	Business Fax:	<u>619-334-1880</u>	
Website:	<u>www.maximcci.com</u>			
Primary Contact	Name:	<u>Tania Tischler</u>	Title:	<u>Vice President</u>
	Email:	<u>tania@maximcci.com</u>	Phone:	<u>6192506369</u>
			Cell Phone:	<u>6192506369</u>
Secondary Contact	Name:	<u>Brittany Hall</u>	Title:	<u></u>
	Email:	<u>brittany@maximcci.com</u>	Phone:	<u>(619) 201-2868</u>
			Cell Phone:	<u></u>

Market Areas
<u></u>

Other Information	
Insurance Company:	<u></u> DUNS: <u></u>
Insurance Number:	<u></u> CAGE Code: <u></u>
Insurance Exp. Date:	<u></u>
Major Customers:	<u></u>

Company Certification				
Certifying Agency	Certificate Type	Certificate Number	Date of Issue	Expiration Date
CPUC	DBE	49221	06/17/2022	01/01/2050
City_of_San_Diego	ELBE	14MC1344	06/01/2022	06/01/2024
City_of_San_Diego	ELBE	14MC1344	05/24/2018	05/24/2020
City_of_San_Diego	ELBE	14MC1344	05/24/2016	05/24/2018
City_of_San_Diego	ELBE	14MC1344	05/24/2020	05/24/2022

Company Industries	
Industry Code	Description
237110	Water and Sewer Line and Related Structures Construction

Business Size Information						
Total Number of Employees:	10	Gross receipts of the firm:				
Number of Minority Employees:		<table border="1" style="width: 100%;"> <thead> <tr> <th>Year</th> <th>Total Receipts</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Year	Total Receipts		
Year	Total Receipts					
		Average Gross Receipts:				

Additional Information	
<p>License Number: _____</p> <p>License Type: _____</p>	

City_of_San_Diego
Southwest Traffic Signal Service, Inc - Company Profile

Company Information			
Company Name:	<u>Southwest Traffic Signal Service, Inc</u>	TaxID/EIN:	<u>*****5279</u>
Doing Business As:	<u></u>		
Legal Form of the Business:	<u>C Corporation</u>	Date Established:	<u></u>
Ethnicity:	<u>Caucasian American</u>	Gender:	<u>Male</u>
Main Area in which the business provides materials or services:	<u>Construction</u>		
Business Description:	<u>Maintenance & Installation of Traffic Sgnals & Street Lights</u>		

Company Address	
Primary Address:	<u>9201 Isaac St, Suite A, Santee, CA, 92071</u>
Mailing Address:	<u>9201 Isaac St Suite A Santee, CA 92071, Santee, CA, 92020</u>

Contact Information				
Business Phone:	<u>619-442-3343</u>	Business Fax:	<u>619-442-4708</u>	
Website:	<u>www.southwestsignal.com</u>			
Primary Contact	Name:	<u>Ryan T. Clark</u>	Title:	<u>Vice President</u>
	Email:	<u>rclark@southwestsignal.com</u>	Phone:	<u>6194423343</u>
			Cell Phone:	<u>2538829612</u>
Secondary Contact	Name:	<u>Dave Le Beau</u>	Title:	<u>Construction Supervisor</u>
	Email:	<u>dlebeau@southwestsignal.com</u>	Phone:	<u>619-442-3343</u>
			Cell Phone:	<u></u>

Market Areas
<u></u>

Other Information			
Insurance Company:	<u></u>	DUNS:	<u></u>
Insurance Number:	<u>9247830-20</u>	CAGE Code:	<u></u>
Insurance Exp. Date:	<u>01/01/2021</u>		
Major Customers:	<u></u>		

Company Certification				
Certifying Agency	Certificate Type	Certificate Number	Date of Issue	Expiration Date
City_of_San_Diego	ELBE	10ST0035	07/01/2010	06/30/2012
City_of_San_Diego	SLBE	10ST0035	07/14/2022	07/14/2024
State of California Dept	DVBE	10ST0035	01/17/2019	05/31/2022
State of California Dept	Micro	11761	05/31/2019	05/31/2022
City_of_San_Diego	SLBE	10ST0035	07/22/2022	07/22/2024
City_of_San_Diego	SLBE	10ST0035	07/14/2018	07/14/2020
State of California Dept	Micro	11761	06/01/2017	05/31/2019
City_of_San_Diego	SLBE	10ST0035	05/28/2010	06/29/2012
City_of_San_Diego	ELBE	10ST0035	07/14/2014	07/14/2016
City_of_San_Diego	SLBE	10ST0035	07/14/2014	07/14/2016
City_of_San_Diego	SLBE	10ST0035	07/01/2012	07/01/2014
City_of_San_Diego	ELBE	10ST0035	06/14/2016	07/14/2018
State of California Dept	DVBE	11761	01/15/2019	01/31/2021
City_of_San_Diego	SLBE	10ST0035	07/14/2020	07/14/2022

Company Industries	
Industry Code	Description
238210	Electrical Contractors and Other Wiring Installation Contractors

Business Size Information						
Total Number of Employees:	21	Gross receipts of the firm:				
Number of Minority Employees:	_____	<table border="1" style="width: 100%;"> <thead> <tr> <th>Year</th> <th>Total Receipts</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Year	Total Receipts		
Year	Total Receipts					
		Average Gross Receipts:				

Additional Information

License Number:

451115

License Type:

CSLB

City_of_San_Diego
Precision Striping, Inc. - Company Profile

Company Information			
Company Name:	<i>Precision Striping, Inc.</i>	TaxID/EIN:	<i>*****9745</i>
Doing Business As:			
Legal Form of the Business:	<i>S Corporation</i>	Date Established:	
Ethnicity:	<i>Latino American</i>	Gender:	<i>Male</i>
Main Area in which the business provides materials or services:	<i>Construction</i>		
Business Description:			
<i>Parking & Highway Striping</i>			

Company Address	
Primary Address:	<i>545 W BRADLEY AVE, EL CAJON, CA, 92020</i>
Mailing Address:	<i>545 w. bradley ave, Suite H1, el cajon, CA, 92020</i>

Contact Information			
Business Phone:	<i>619-499-7677</i>	Business Fax:	<i>619-312-2440</i>
Website:	<i>http://www.precisionstripingsd.com/</i>		
Primary Contact	Name: <i>Julio Rodriguez</i>	Title:	<i>Treasurer</i>
	Email: <i>precisionstripingsd@gmail.com</i>	Phone:	<i>619-499-7677</i>
		Cell Phone:	<i>619-981-8851</i>
Secondary Contact	Name: <i>Tim Martin</i>	Title:	
	Email: <i>tim@precisionstripingsd.com</i>	Phone:	<i>(619) 432-1154</i>
		Cell Phone:	<i>(619) 212-6422</i>

Market Areas

Other Information			
Insurance Company:		DUNS:	
Insurance Number:		CAGE Code:	
Insurance Exp. Date:			
Major Customers:			

Company Certification				
Certifying Agency	Certificate Type	Certificate Number	Date of Issue	Expiration Date
City_of_San_Diego	SLBE	17PS1733	10/21/2022	10/21/2024
City_of_San_Diego	ELBE	17PS1733	10/02/2020	10/02/2022

Company Industries	
Industry Code	Description
237310	Highway, Street, and Bridge Construction

Business Size Information						
Total Number of Employees:	10	Gross receipts of the firm:				
Number of Minority Employees:		<table border="1" style="width: 100%;"> <thead> <tr> <th>Year</th> <th>Total Receipts</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Year	Total Receipts		
Year	Total Receipts					
		Average Gross Receipts:				

Additional Information	
<p>License Number: _____</p> <p>License Type: _____</p>	

City_of_San_Diego
Dick Miller Inc. - Company Profile

Company Information			
Company Name:	<u>Dick Miller Inc.</u>	TaxID/EIN:	<u>****4534</u>
Doing Business As:	<u>DMI</u>		
Legal Form of the Business:	<u>Other Corporation</u>	Date Established:	<u></u>
Ethnicity:	<u>Caucasian American</u>	Gender:	<u>Male</u>
Main Area in which the business provides materials or services:	<u>Construction</u>		
Business Description:	<u>Grading, demo, concrete (all types), sewer, water, landscaping, irrigation, streetscape, asphalt</u>		

Company Address	
Primary Address:	<u>930 Boardwalk, Suite H, San Marcos, CA, 92078</u>
Mailing Address:	<u>930 Boardwalk, Suite H, Suite H, San Marcos, CA, 92078</u>

Contact Information			
Business Phone:	<u>760-471-6842 x11</u>	Business Fax:	<u>760-471-6178</u>
Website:	<u>www.dmiusa.net</u>		
Primary Contact	Name: <u>Norma Garcia</u>	Title:	<u>HR/Payroll Administrato</u>
	Email: <u>ngarcia@dmiusa.net</u>	Phone:	<u>760-471-6842 x16</u>
		Cell Phone:	<u></u>
Secondary Contact	Name: <u>Kevin McClain</u>	Title:	<u>Accounting Assitant</u>
	Email: <u>kmcllain@dmiusa.net</u>	Phone:	<u>760-471-6842 x19</u>
		Cell Phone:	<u></u>

Market Areas
<u></u>

Other Information	
Insurance Company:	<u></u> DUNS: <u></u>
Insurance Number:	<u></u> CAGE Code: <u></u>
Insurance Exp. Date:	<u></u>
Major Customers:	<u></u>

Company Certification				
Certifying Agency	Certificate Type	Certificate Number	Date of Issue	Expiration Date
City_of_San_Diego	SLBE	12DM0726	07/06/2022	07/06/2024
City_of_San_Diego	SLBE	12DM0726	05/09/2018	05/09/2020
State of California Dept	DVBE	53561	04/11/2017	04/30/2019
City_of_San_Diego	SLBE	12DM0726	05/05/2014	05/05/2016
State of California Dept	DVBE	53651	04/11/2017	04/30/2019
CPUC	DVBE	53651		05/31/2017
City_of_San_Diego	SLBE	12DM0726	05/09/2016	05/09/2018
State of California Dept	SB	53651	05/20/2013	05/31/2017
City_of_San_Diego	SLBE	12DM0726	05/04/2012	05/04/2014
State of California Dept	DVBE	53651	07/25/2019	08/31/2023
City_of_San_Diego	SLBE	12DM0726	06/30/2020	06/30/2022

Company Industries	
Industry Code	Description
237310	Highway, Street, and Bridge Construction
238990	All Other Specialty Trade Contractors

Business Size Information						
Total Number of Employees:	0	Gross receipts of the firm:				
Number of Minority Employees:		<table border="1"> <thead> <tr> <th>Year</th> <th>Total Receipts</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td style="text-align: right;">\$4,750,000.00</td> </tr> </tbody> </table>	Year	Total Receipts	2022	\$4,750,000.00
Year	Total Receipts					
2022	\$4,750,000.00					
		Average Gross Receipts: \$4,750,000.00				

Additional Information	
License Number:	380204
License Type:	CSLB

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIAL OR SUPPLIES	DIR Registration Number	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ N/A Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

ATTACHMENT I
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Phase-Funded Design-Build agreement [Contract] is made and entered into this _____ day of _____, 2023, by and between The City of San Diego [City], a municipal corporation, and **TC Construction Company, Inc** [Design-Builder], for the purpose of designing and constructing the **Bay Ho Improvements 3** (Project) in the amount of **Ten Million Six Hundred Ninety One Thousand Two Hundred Eleven Dollars and Zero Cents (\$10,691,211.00)**, which is comprised of the Base Proposal, consisting of amount not to exceed **\$1,823,300.00 for Phase 1; \$8,187,911.00 for Phase 2** and **\$680,000.00 for Phase 3**. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-23-2112-DB1-3**, for **Bay Ho Improvements 3**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City wishes to construct this Project on a Phase- Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for phase I; Design-Builder cannot begin, nor is the City financially liable for Phase II, unless and until Design-Builder is issued a Notice to Proceed for Phase II by the City.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

D. Contract Documents. This Contract incorporates the 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By _____

By _____

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

Print Name: _____
Deputy City Attorney

Date: _____

Date: _____

CONTRACTOR

By  _____

Print Name: Austin Cameron

Title: president

Date: 3/9/23

City of San Diego License No.: B198700473

State Contractor's License No.: 402459



T C CONSTRUCTION COMPANY, INC.
10540 Prospect Avenue
Santee, CA 92071

Michael Baker
INTERNATIONAL

We Make a Difference

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San Diego, CA 92124