

City of San Diego

TC Construction Co., Inc.
10540 Prospect Avenue
Santee, CA 92071

ORIGINAL



CITY CONTACT

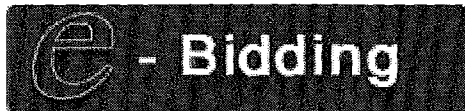
Contract Specialist: Clementina Giordano

Email: CGiordano@sandiego.gov

Phone No.: (619) 533-3481, **Fax No.:** 619-533-3633

J. Myers / AJames / LAD

REQUEST FOR PROPOSAL



FOR

MACC TASK NUMBER: 01

La Jolla Scenic Drive Pipeline

RFQ NO.:	1293
PROPOSAL NO.:	K-16-1414-MAC-3-C
SAP NO. (WBS/IO/CC):	S-12009 / B-15176
CLIENT DEPARTMENT:	2013 / 2011
COUNCIL DISTRICT:	1
PROJECT TYPE:	KB/JA

THIS TASK IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON

APRIL 12, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

TABLE OF CONTENTS

1.	REQUEST FOR PROPOSAL	
1.	INTRODUCTION.....	3
2.	SUMMARY OF WORK.....	3
3.	PROPOSAL DUE DATE AND TIME	3
4.	ESTIMATED PROJECT COST	3
5.	CONTRACT PERIOD	4
6.	PREVAILING WAGES.....	4
7.	PHASED FUNDING	4
8.	CONTRACTOR LICENSE AND PREQUALIFICATION STATUS	4
9.	SELECTION AND AWARD SCHEDULE.....	4
10.	PRE-PROPOSAL MEETING AND SITE VISIT.....	4
11.	SUBCONTRACTING PARTICIPATION PERCENTAGES	5
2.	INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS.....	6
3.	ATTACHMENTS	
A.	PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS	18
B.	PHASE FUNDING PROVISIONS.....	60
C.	EQUAL OPPORTUNITY CONTRACTING PROGRAM	63
D.	FUNDING AGENCY PROVISIONS.....	67
E.	SUPPLEMENTARY SPECIAL PROVISIONS (SSP).....	71
1)	Appendix A – Mitigated Negative Declaration	97
2)	Appendix B - Fire Hydrant Meter Program.....	113
3)	Appendix C - Materials Typically Accepted by Certificate of Compliance...	127
4)	Appendix D - Sample City Invoice	129
5)	Appendix E - Location Map	131
6)	Appendix F - Hydrostatic Discharge Form	133
7)	Appendix G - Sample Archaeology Invoice.....	135
8)	Appendix H - Areas of Special Biological Significance Map.....	138
9)	Appendix I - Sample of Public Notices	140
10)	Appendix J - Hazardous Label/Forms	142
F.	INTENTIONALLY LEFT BLANK	148
G.	PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA ..	149
H.	PRICE FORMS	155
I.	CERTIFICATIONS AND FORMS	159
J.	MACC TASK ORDER DESIGN-BUILD AGREEMENT	173

REQUEST FOR PROPOSAL

1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) second step in the two-step solicitation process to acquire Design-Build services for the **La Jolla Scenic Drive Pipeline** Design-Build project.
- 1.2. Pursuant to the City's Request for Qualifications (RFQ) 1293, this RFP is being issued exclusively to the previously selected firms who have each been awarded a Multiple Award Construction Contract (MACC) with the City:
 - 1.2.1. CASS Construction.
 - 1.2.2. El Cajon Grading & Engineering Company, Inc.
 - 1.2.3. Orion Construction Corp./Balboa Construction, Inc. J.V.
 - 1.2.4. TC Construction Company.
- 1.3. All MACC awardees are to submit a responsive good-faith Proposal for this Task Order. Failure to do so may result in the City's rescinding the award of the MACC contract. MACC awardees who fail to submit Proposals twice in twelve month period may have their MACC contract rescinded and be ineligible to submit future proposals.
- 1.4. Failure to submit all requested information in accordance with the requirements of the RFP may be cause for disqualification.

2. **SUMMARY OF WORK:** This is the City solicitation process to acquire Design-Build services for a Design-Build project to Replace 18,555 LF (3.51 miles) of existing asbestos cement (AC) water main (size varies 6inch to 12inch), and 1,573 LF (0.30 miles) of existing 8inch polyvinyl chloride (PVC) water main with new PVC water main (new main size varies – transmission line is 16inch, parallel distribution mains should match existing pipe size except for a 12inch segment on Nautilus Street. Includes associated water services, fire hydrants, curb ramps, traffic control, etc. Construct 902 LF (0.17 miles) of new 16inch PVC water main between Soledad Mountain Road and the existing Soledad Pump Station. Abandon (by slurry fill) a total of 1,089 LF (0.21 miles) of existing 16inch water main. 300 LF of the total is ductile iron (DI) and 789 LF is AC. Relocate an existing pressure regulating station (PRS) to an offstreet location (under ex. sidewalk, etc.) It is currently installed at the Tintersection of Nautilus Street and Muirlands Drive in the middle of Nautilus Street.

Replace 1,348 LF (0.26 miles) of existing 8inch VCP sewer main with 8inch PVC sewer main including associated sewer laterals and manholes

For additional information refer to Attachment A.

3. **PROPOSAL DUE DATE AND TIME ARE: APRIL 12, 2016 at 12 Noon.**
4. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$6,642,000.**
5. **CONTRACT PERIOD:** Project shall be completed, within **496 Working Days** from the Notice to Proceed (NTP).

- 6. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- 7. **PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.
- 8. **CONTRACTOR LICENSE AND PREQUALIFICATION STATUS:**
 - 8.1. The Design-Builder must possess a **Class A and C34** California State Contractor's license.
 - 8.2. The Design-Builder must be prequalified up to the total amount proposed, including any alternates or options, at the time of submission of the proposal.
 - 8.3. The Design-Builder's California State License and City of San Diego prequalification status as specified in the RFQ must be valid at time of submission.

9. **SELECTION AND AWARD SCHEDULE:**

- 9.1. 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:

9.1.1. Pre-Proposal Meeting	March 23, 2016
9.1.2. Proposal Due Date	April 12, 2016
9.1.3. Selection and Notification	April 26, 2016
9.1.4. Limited Notice to Proceed	May 11, 2016

10. **PRE-PROPOSAL MEETING AND SITE VISIT:**

- 10.1. Those wishing to submit a Bid are **required** to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. **Failure to attend the Mandatory Pre-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive.** The Pre-Bid meeting is scheduled as follows:

Date: March 23, 2016
Time: At 10:00 AM
Location: Executive Complex - 1010 Second Avenue, Suite 1400, San Diego, CA 92101

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.

10.2. Pre-Proposal Site Visit

10.2.1. No Pre-Proposal Site visit is scheduled for the Work. The Design Builders may request access to the site, if needed to complete their proposal, by calling the Public Works Contracts at (619) 533-3450 at least 2 Days prior to the date requested for access.

11. SUBCONTRACTING PARTICIPATION PERCENTAGES: 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:

SERVICES	SLBE	ELBE	DVBE	Subcontracting Requirement
Design Services	4.70%	7.50%	1.60 %	13.80 %
Construction Services	5.70%	16.70%	4.00%	26.40 %

- 11.1. The Bid may be declared non-responsive if the Bidder fails the following mandatory conditions:
- 11.2. Attending the Pre-Bid Meeting as required in the Notice Inviting Bids of these documents.
- 11.3. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
- 11.4. Bidder'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 Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting proposals must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits prior to the date of submittal. Proposals from contractors who have not been pre-qualified as applicable and Proposals that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the Proposal due date. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, 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: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. **PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic proposal.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from

Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.

- 2.5. **PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
 - 2.6. **TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate proposal PDFs by the due date and time.
 1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
 2. The Price proposal, which should detail the cost structure and include any forms as required herein.
 - 2.7. **RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
 - 2.8. **PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.
 - 2.8.1. **Important Note:** Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.
 - 2.9. **ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** : To request a copy of this solicitation in an alternative format, contact the Public Works 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.
- 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. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

 - 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:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
 - 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.
 - 5.3.** 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.
 - 5.4.** The City may retain progress payments if the non-registered Design-Builder, subcontractors, or Suppliers fail to register, or if the EOCP reporting is delinquent or inadequate.
- 6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for**

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

- 6.2. 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.
- 6.3. 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. 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.
- 6.4. 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.
- 6.5. 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).
- 6.6. 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.

7. EQUAL OPPORTUNITY CONTRACTING

- 7.1. 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.
- 7.2. 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.

7.3. Design-Builder's Work Force

7.3.1. 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.

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

7.3.3. 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/index.shtml>

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

7.4.1. The Design-Builder shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of 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.

7.4.2. This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.

7.4.3. 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.

8. CONTRACTOR'S LICENSE CLASSIFICATION AND PRE-QUALIFICATION STATUS

8.1. The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission. Failure to comply with these requirements may result in the proposal being deemed non responsive and ineligible for further consideration.

8.2. Design-Builders interested in submitting a proposal for this Project shall be pre-qualified through the City's Prequalification program:

- 8.2.1. The Design-Builders must submit a complete prequalification application online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to the **Proposal due date and time**. Complete information and links to the online prequalification application are available at:

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

- 8.2.2. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 8.2.3. Due to the City's fiduciary requirement to safeguard vendor data, 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™.

9. PRE-PROPOSAL ACTIVITIES

9.1. Submission of Questions

- 9.1.1. The Director (or designee) of the Public Works 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:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Contract Specialist listed on the front cover of this RFP.

OR:

To the Email address of the Contract Specialist listed on the front cover of this RFP.

- 9.1.2. Questions received less than 14 Days prior to the Proposal due date may not be considered.
- 9.1.3. 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.
- 9.1.4. 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.

9.2. 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.

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

10.1. 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 Public Works Contracts.

10.2. 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.

11. 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

12. 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.

13. 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 Sections 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4, "WORKERS' COMPENSATION INSURANCE" of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.

14. 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 are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

14.1. 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.

14.1.1. 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.

14.1.2. 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.

14.1.3. 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.

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

14.2. PRICE PROPOSAL REQUIREMENTS

14.2.1. 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.

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

14.2.3. 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.

14.2.4. 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.

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

15. SELECTION CRITERIA AND SCORING

15.1. 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.

15.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.

15.3. The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.

15.4. 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.

15.5. 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 calculation of subcontractor participation.

16. AWARD

16.1. 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.

16.2. 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.

- 16.3. 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.

17. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 17.1. 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.
- 17.2. **Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 17.3. **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.
- 17.4. **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.
- 17.5. **Submittal of "Or Equal" Items.** See 4-1.6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 17.6. **Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 2-3, "SUBCONTRACTS" 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.
- 17.7. **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.
- 17.8. **City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 17.8.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 17.8.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

- 17.8.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 17.8.4. The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 17.8.5. 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.
- 17.8.6. The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 17.8.7. The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.

17.9. **Prevailing Wage Rates Apply:** Refer to Attachment D.

17.10. **Reference Standards:**

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) - http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2015	PWPI070116-02
City of San Diego Standard Drawings*	2016	PWPI070116-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

ATTACHMENTS

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

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS (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
- 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 Traffic Control
- 40 Reference Standards
- 41 Design Guidelines
- 42 Bridging Documents
- 43 Supplemental Requirements

ATTACHMENT A

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

PUBLIC WORKS DEPARTMENT

1. Project Description:

- 1.1. Replace 18,555 LF (3.51 miles) of existing asbestos cement (AC) water main (size varies 6-inch to 12-inch), and 1,573 LF (0.30 miles) of existing 8-inch polyvinyl chloride (PCV) water main with new PVC water main (new main size varies – transmission line is 16-inch, parallel distribution mains should match existing pipe size except for a 12-inch segment on Nautilus Street. Includes associated water services, fire hydrants, curb ramps, traffic control, etc. Construct 902 LF (0.17 miles) of new 16-inch PVC water main between Soledad Mountain Road and the existing Soledad Pump Station. Abandon (by slurry fill) a total of 1,089 LF (0.21 miles) of existing 16-inch water main. 300 LF of the total is ductile iron (DI) and 789 LF is AC. Relocate an existing pressure regulating station (PRS) to an off-street location (under ex. Sidewalk, etc.) It's currently installed at the T-intersection of Nautilus Street and Muirlands Drive in the middle of Nautilus Street. Replace 1,348 LF (0.26 miles) of existing 8-inch VCP sewer main with 8-inch PVC sewer main including associated sewer laterals and manholes.

2. Scope of Work:

- 2.1. The Work and Services required of the Design-Builder include those during design and construction of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project.
- 2.2. The Design-Builder shall be responsible for performing and completing, and for causing all Sub-consultants/Subcontractors to perform and complete the design and construction of the Project as set forth in the Contract Documents.
- 2.3. The Design-Builder shall provide all Work and Services required by the Contract Documents, including those described as “if required,” “if directed,” “potential,” “optional,” “may,” or similar adjectives and phrases. This work falls under the appropriate proposal items.
- 2.4. The Design-Builder covenants that the Services shall meet the performance expectations of the City as described in this Scope. The Design-Builder shall be responsible for achieving Completion of the Project as set forth in the Project Schedule, as the same may be extended from time to time pursuant to the provisions of the Contract.
- 2.5. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, the local

conditions under which the Work is to be performed, and as to the requirements of the Proposal Documents, Plans, and Specifications.

- 2.6. As the Engineer of Work, the Design-Builder shall refer to the City's preliminary design information for the purpose of preparing a set of Plans and Specifications for the construction.
- 2.7. The Scope of Work and Services [Scope] shall also include but is not limited to the following:
 - 2.7.1. Conducting investigations, as-built research, and additional design survey services including physical and aerial surveys if needed for the completion of design work;
 - 2.7.2. Preparing & completing 30%, 60%, 100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction;
 - 2.7.3. Obtaining plan check approvals; and providing engineering services during construction, startup, and testing;
 - 2.7.4. Construction of water mains and appurtenances including all high-lining, cut and plug and cut ins;
 - 2.7.5. Monitoring for potential of any hazardous materials and coordination with local resource agencies;
 - 2.7.6. Value engineering;
 - 2.7.7. Additional geotechnical investigation and potholing;
 - 2.7.8. Performance and implementation of QA/QC,
 - 2.7.9. Traffic control, paving, AC overlay or Slurry Seal for all streets, storm water permitting and compliance;
 - 2.7.10. Continental Crosswalks and other striping requirements shall conform with the bridging documents ADA Preliminary Engineer Report.
 - 2.7.11. Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and,
 - 2.7.12. Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.
- 2.8. The Design-Builder shall use City Standard Microstation CADD in compliance with Citywide CADD and Drafting Standards and the City's "Consultant Standards for Preparation of PS&E."
- 2.9. The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project in

accordance with Section 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."

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

3. City Services:

- 3.1. The City will provide only the services listed in this section. All other services necessary for complete design and construction of the Project shall be provided by Design-Builder.

- 3.1.1. **Project Management and Administration.** The City will respond to Design-Builder's written questions regarding Project definition and scope within 15 Working Days of receipt. See The WHITEBOOK, Chapter 3, Part 1, General Provisions (C), subsection 2-6.6.

- 3.1.2. **Submittal Review and Approval.** The City will review each submittal within 20 Working Days of receipt. See The WHITEBOOK, Chapter 1, Part 1, General Provisions (A), section 2-5.3.1 and The GREENBOOK section 2-5.3.1.

- 3.1.3. Construction inspection, administration, and material testing

- 3.1.4. Construction Survey.

- 3.1.5. Plan checking fees.

- 3.1.6. 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.

- 3.1.7. Easement Acquisition, including right-of-way drawing.

- 3.1.8. 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.

- 4.1.1. 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.

- 4.1.2. One time access to the CIP Tracking/SPLASH Database to identify existing and proposed Projects in surrounding areas and limited access, as determined by City, to City's on-line records on, maintenance sites, and recent sewer

spills. The Design-Builder shall make arrangements with the Engineer or designee at least 1 week in advance to reserve the computer work station.

4.1.3. Sample set of construction plans for a typical Project. The Design-Builder shall use the sample as minimum guidelines for the format and contents of Plans.

4.1.4. City's QA/QC checklists.

4.1.5. Access to Public Works Department's on-line as-built drawings and available design survey information where available.

4.1.6. 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:

7.1.1. a still-photo log including the photographs taken;

7.1.2. one copy of each of the still-log photos bound in a three-ring binder; and

7.1.3. two copies of the Project CD in a form acceptable to City.

7.2. The Design-Builder shall request City's prior written approval for the use of digital photography and submit the relevant specifications for digital submittal with the request.

8. 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.

12.2.1. 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.

12.2.2. The Design-Builder shall incorporate the requirements of permitting agencies as may become apparent in the course of Project design. The Design-Builder shall apply for and secure all permits and provide all necessary reports, studies, and support required to obtain the permits. Permit and utility fees, if any, will be paid by the City. In addition, the Design-Builder shall research and comply with all Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA and the City Fire Department. The Design-Builder shall develop an air pollution control plan, a noise abatement plan, (WPCP) Water Pollution Control Plan and a hazardous materials management plan, if required. If required, the Design-Builder shall incorporate appropriate facilities into the design.

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

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 SWPPP 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.

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:

19.4.1. Utility.

19.4.2. Conduit quantity, type, and size.

19.4.3. Depth to top of conduit.

19.4.4. Horizontal coordinates (NAD 83).

19.4.5. Surface elevation (M.S.L.).

19.4.6. Top elevation of conduit.

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

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

19.5.2. Backfill and cover the pipe with native soil.

19.5.3. For those pothole excavations located in the roadway, provide a six to eight inch concrete cap over the pipe.

19.5.4. Repair the street disturbed by the pothole excavation with a thin, Class F asphalt wearing surface feathered into the existing asphalt street surface.

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

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

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

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

20. **Review of Contract Documents and Field Conditions:**

20.1. The Design-Builder shall conduct field investigations, including potholing of underground facilities, take field measurements, and verify field conditions. The Design-Builder shall carefully compare such field conditions and other information known to the Design-Builder with the Contract Documents before commencing Work and/or Services. The Design-Builder is solely responsible for investigation and discovery of all field conditions notwithstanding any information provided by City in the Contract Documents or otherwise. City has made an effort to eliminate errors,

omissions, and inconsistencies in the Contract Documents. The Design-Builder, however, shall bring to City's attention for clarification any errors, omissions, or inconsistencies prior to submission of the Design-Builder's Proposal. Otherwise, the Design-Builder shall take responsibility for any costs or delays associated with such error, omission, or inconsistency.

21. Local Conditions:

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

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

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

21.1.3. Weather conditions;

21.1.4. Physical conditions at the Project Site;

21.1.5. The surface conditions of the ground; and

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

22. Access to the Work:

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

23. Supervision:

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

24. Authorization to Proceed:

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

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

- 24.1.2. Confirm the next level of design development; and
- 24.1.3. Obtain written authorization to proceed with the next design level; and
- 24.1.4. Obtain written authorization to proceed with construction.

25. Design Calculations:

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

26. Plan Checks - at major completion levels, Design:

- 26.1. The Design-Builder shall submit written estimates of plan checks required to complete the Project. In the written estimates, the Design-Builder shall:
 - 26.1.1. Identify all authorities having jurisdiction, including but not limited to the City Planning Division, Development Services Department, the City Traffic Section of Construction Management and Field Services, and other utilities. City will prepare plan check applications and submit the applications to the authorities having jurisdiction. Payment for plan check applications shall be made by City.
 - 26.1.2. Submit hard and electronic copies of written design submittal comments from City and other utilities or agencies, annotated to indicate the Design-Builder's responses, final disposition of comments, and incorporate into the Final Design documents.

27. Shop Drawings, Material Submittals and Samples.

- 27.1. The Design-Builder, as the Engineer of Record, shall review and approve Shop Drawings, Material Submittals and Samples prior to procurement.
- 27.2. The Design-Builder shall determine and verify all of the following prior to procurement:
 - 27.2.1. Field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
 - 27.2.2. Products with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.
 - 27.2.3. Information relative to the Design-Builder's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

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

- 27.8.** The Design-Builder shall be solely responsible for any costs arising from the Design-Builder's failure to submit and/or receive City's acceptance of a Shop Drawing, Material Submittal or Sample as required by the Contract Documents or the City-accepted schedule of Shop Drawings and Sample submissions.
- 27.9.** Shop Drawing Submittal Procedures:
- 27.9.1.** The Design-Builder shall submit 3 copies of each approved Shop Drawing to the Engineer for QA/QC purposes.
- 27.9.2.** The Design-Builder shall use a separate transmittal form for each specific item or class of material or equipment for which a submittal is required. The Design-Builder may use a single transmittal form for multiple items only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. The Design-Builder shall collate a multiple-page submittal into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.
- 27.9.3.** The Design-Builder shall use a Project-standard transmittal form accepted by the Engineer. The transmittal form shall identify the Design-Builder and include the date of the submittal, the information prescribed by the form, and a unique sequential number in a format approved by the Engineer. If applicable, the Design-Builder shall process transmittal forms to record actions regarding sample installations.
- 27.9.4.** For each submittal and using a label and/or a rubber stamp, the Design-Builder shall include the following information in the same or a substantially similar form:

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

- 27.9.5.** The Engineer will return at least one copy of each submittal with City's written comments to the Design-Builder within 20 Working Days following receipt of the submittal by the Engineer. If the Design-Builder fails to provide a complete and acceptable first re-submittal, as determined by the Engineer, City may

deduct from the Contract Price the costs of City review beyond the first re-submittal.

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

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

27.9.8. Submittal Format for Shop Drawings:

1. For Shop Drawings presented on sheets larger than 11 by 17 inches, the Design-Builder shall include on each drawing the drawing title, number, date, and revision numbers and dates.
2. For Shop Drawings presented on sheets 11 by 17 inches or less, the Design-Builder shall conform to the format and quantity requirements for product data, and present the Shop Drawings as a part of the bound volume for the submittals required by this Section.
3. Except for diagrams and schematic drawings, Design- Builder shall prepare dimensioned drawings to scale. The Design-Builder shall identify materials and products for work shown.
4. The Design-Builder's Shop Drawings shall be not less than 8½ by 11 inches nor more than 30 by 42 inches.
5. The Design-Builder shall submit detailed drawings and descriptions of proposed deviations from details or component arrangement indicated on the Shop Drawings.
6. The Design-Builder shall provide finished drawings for City review indicating proposed installation of Work, and materials and equipment being furnished.
7. City will not accept Shop Drawings that are either:
 - i) Copies of plans; or
 - ii) Materials or equipment identified solely by catalog numbers.
8. To enable City's acceptance, the Design-Builder shall ensure that the data shown on Shop Drawings is complete with respect to dimensions, design criteria, material of construction, and other detail. Incomplete submittals will be rejected.

27.9.9. Submittal Format for Product Data:

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

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

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

28. 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:
- 28.4.1.** One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design-Builder.
 - 28.4.2.** Two complete electronic file sets of all final drawings on CD-Rewritable (RW) recordable disks in Bentley MicroStation Version V8 SE format.
 - 28.4.3.** One, 8½-inch by 11-inch, final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.
 - 28.4.4.** Two complete electronic file sets of the final specifications in MS Word processing software format.
 - 28.4.5.** One complete set of engineering calculations and quantity take-offs, including hydraulic, calculations, each wet stamped and signed by qualified responsible engineers registered in the state of California. All elements of the Final Design presented shall be supported by calculations. All computer programs used in development of Project calculations shall be Windows compatible. Catalog cuts and manufacturer's data shall be provided for each approved material listed in the specifications or identified on the drawings, and shall be included with the final Project calculations.
 - 28.4.6.** A written list of required Shop Drawings (construction submittals) and Samples and an electronic file of the list on a recordable CD-RW in the latest version of MS Word processing software.
 - 28.4.7.** Other reports and documents as may be required by City.

- 28.5.** Procedures and time allowances for City's review of the design submittal, response by the Design-Builder to City's comments, and obtaining City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.
- 28.6.** In coordination with Traffic Section of 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 must be approved by City's Traffic Section of Construction Management and Field Services. The Design-Builder shall maintain an appropriate level of access and site security at all Project facilities to avoid significant impacts to the public.
- 28.6.1.** After the alignment of a Project is finalized, the Design-Builder shall meet with the Traffic Plan Check Supervisor to determine which sections of the roadway, if any, will require formal traffic control plans and which sections can be adequately addressed using shop drawings developed by the Design-Builder prior to construction.
- 28.6.2.** The Design-Builder shall prepare a preliminary traffic control approach for City's review and approval prior to preparation of traffic control plans.
- 28.6.3.** The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.
- 28.6.4.** The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.
- 28.6.5.** The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.
- 28.6.6.** 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 must be constructed or relocated as a result of the Project.
- 28.8.** The Design-Builder's design shall comply with the ADA and Title 24. The Design-Builder shall complete and submit an ADA Compliance Review Checklist available from the City.
- 28.9.** The Design-Builder shall prepare and incorporate into the specifications, a Storm Water Pollution Plan (SWPPP) to be implemented during construction. The SWPPP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.
- 28.10.** The Design-Builder shall prepare a construction quantity takeoff at 60%, 100% and Final submittals.

28.11. The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check and from the permitting agencies.

29. Storm Water Management Discharge Control.

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

29.2. The Design-Builder shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design-Builder shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design-Builder shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

29.3. Design-Builder shall attend the Pre-construction meeting. The Engineer will coordinate with the Design-Builder on the inspection of the permanent BMP(s) during installation. Design-Builder shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.

29.4. For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design-Builder shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

30. Design Submittals:

- 30.1. General:** The Design-Builder shall ensure that all design submittals conform to the requirements described in this Section. City will reject any submittal that fails to meet the requirements described in this Scope and elsewhere in the Contract. City shall not grant a schedule adjustment for the Design-Builder's failure to meet these requirements. In each submittal the Design-Builder shall identify any variances from the Contract Documents. City may reject any design submittal for the Design-Builder's failure to identify variances, regardless of the timing of the discovery of the failure. The Design-Builder shall respond in writing to all City comments on each design submittal within 10 Working Days of the date of transmittal of the comments. The Design-Builder shall submit a completed QA/QC checklist at each design submittal.
- 30.2. 30 percent design Submittal -** The 30% design submittal shall include but not be limited to:
- 30.2.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
 - 30.2.2.** Incorporation of the information contained in the Bridging Documents.
 - 30.2.3.** Reviewed preliminary calculations and hydraulic calculations.
 - 30.2.4.** Drawings that shall include at a minimum:
 - 1. Title sheet with general notes, vicinity map, key map, and legend.
 - 2. Preliminary list of construction drawings on cover sheet.
 - 3. Locations of existing public and private utilities within the Project area on plan and profile.
 - 4. Preliminary site plan including construction staging areas (if applicable)
 - 5. Other drawings, as applicable to show information from pre-design maps.
 - 6. List of special conditions, if any.
 - 7. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements with sizes.
 - 8. Traffic control concept plans (traffic control approach) if applicable.
 - 9. Specification table of contents prepared in The GREENBOOK format.
- 30.3. 60 percent design Submittal -** The 60 percent design submittal shall include but not be limited to:

- 30.3.1. Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
 - 30.3.2. Updated and incorporated information and comments from the 30 percent design submittal.
 - 30.3.3. Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.
 - 30.3.4. Location of construction staging areas (if applicable).
 - 30.3.5. A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
- 30.4. Drawings that shall include at a minimum:
- 30.4.1. Updated plan and profile sheets for the sewer and water improvements, and construction details and notes.
 - 30.4.2. Identification of both special and standard details.
 - 30.4.3. A complete list of construction drawings on cover sheet.
 - 30.4.4. Definition of the construction method to be used for pipe installation.
 - 30.4.5. A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
 - 30.4.6. Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.
 - 30.4.7. Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.
 - 30.4.8. List of special conditions, if any.
 - 30.4.9. Quantity take-off per plan sheet.
 - 30.4.10. 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:

- 30.5.1. Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
 - 30.5.2. Updated and incorporated information and comments from the 60 percent design submittal.
 - 30.5.3. Completed, reviewed, and bound calculations and hydraulic calculations.
 - 30.5.4. Updates to geotechnical report, if any.
 - 30.5.5. Permit applications as necessary.
 - 30.5.6. Completed specifications in Green-book format.
 - 30.5.7. Quantity take-off.
 - 30.5.8. Drawings in all disciplines, including final and traffic control Plans approved by City, if any.
 - 30.5.9. 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:
- 30.6.1. Updated and incorporated information and comments from the 100 percent design Submittal.
 - 30.6.2. Comments from permitting agencies, including a log of comments and responses.
 - 30.6.3. 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.
 - 30.6.4. City will review the Pre-Final Design and return comments to the Design-Builder. The Design-Builder shall, within 20 Working Days of receipt of City's comments, submit a Final (100%) Design to the Engineer, which shall include but not be limited to:
 - 1. Updated and incorporated comments from the Pre-Final Design Submittal.
 - 2. Final drawings and calculations must be stamped and signed by a professional engineer. Also, the City requires the original wet-signed mylars be held in City files as legal records of the Project.
 - 30.6.5. Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.

30.7. Design Submittal Deliverables:

- 30.7.1.** 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.
- 30.7.2.** 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.
- 30.7.3.** 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.
- 30.7.4.** 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, General Provisions (A), 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 the La Jolla 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:

31.5.1. A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.

31.5.2. A method for construction notification in advance of the start of work.

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

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 32 – Quality Assurance / Quality Control Guidelines.
 - 32.1.1. Design QA/QC - The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.
 - 32.1.2. Checklists - As part of the QA/QC Plan, The Design-Builder shall use the City-provided checklists and attach the checklists to the plans and specifications.
 - 32.1.3. Final Design - The Design-Builder shall submit QA/QC records for the final specifications and drawings to verify coordination within the engineering discipline, between engineering disciplines, between the final specifications and drawings, and to verify consistency with existing City Projects.

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

33. **Quality Assurance / Quality Control Guidelines:**

33.1. General

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

33.2. QA/QC During Design

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

33.3. QA/QC Plan:

- 33.3.1.** Responsibilities: The Design-Builder shall ensure that all members of the Design-Builder's Project team (i.e., preparer, reviewer, checker, and approver) understand their responsibility for quality design.
- 33.3.2.** Design QA/QC Plan: The Design-Builder shall ensure that the design component of its QA/QC Plan includes a specific comprehensive approach to Project QA/QC Plan activities and requires documentation of the actual QA/QC Plan effort and related activities.
- 33.3.3.** Design Review: The Design-Builder shall address all plan check comments received from the City and implement its QA/QC plan prior to re-submittals to the City for review. The Design-Builder shall submit documentation of the QA/QC efforts and related activities as discussed in item E Review and Comment Form, below.
- 33.3.4.** Implementation: The Design-Builder shall be solely responsible for quality reviews and approval of its design work, and shall ensure that all design

work is thoroughly checked, reviewed, and approved by qualified, experienced, knowledgeable personnel who were not involved in the original design work. The Design-Builder shall provide the following types of QA/QC design reviews:

33.3.5. Calculations:

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

33.3.6. The Design-Builder's Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the 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.

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

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

1. The name of the Project;
2. City's contract number;
3. The type of review being conducted;
4. The name/title of the document being reviewed;

5. Identification of the page, paragraph, or drawing being reviewed;
6. The reviewer's comments;
7. The designer's response to the reviewer's comments;
8. The agreed upon resolution with respect to the comments and response;
9. The reviewer's signature and date of review;
10. The designer's signature and date of response; and
11. The signature of the Design-Builder's Project manager and date of review.

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

33.4. QA/QC During Construction

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

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

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

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

33.4.4. Factory Inspections and Tests:

1. The Design-Builder agrees that all products, materials, and equipment, shall be subject to inspections, tests, and witness tests by City at the place of manufacture or fabrication.

2. The Design-Builder agrees that City may, at its option, enter into separate contracts with consultants or others to conduct inspections, tests, and witness tests on behalf of City.
3. The Design-Builder agrees that the presence of City, its employees, agents, and/or representatives at inspections, tests, and/or witness tests shall not relieve the Design-Builder of the sole responsibility for providing products, materials, and equipment that comply with all requirements of the Contract Documents. The Design-Builder agrees that compliance is the responsibility of the Design-Builder and shall not be avoided by any act or omission on the part of City or its employees, agents, and/or representatives.
4. The Design-Builder shall provide City with 10 Working Days advance notice of any testing at the place of manufacture or fabrication. At City's option, City, its employees, agents, and/or representatives may conduct inspections and tests at the manufacturing place any time without advance notice to the Design-Builder.

33.4.5. Sampling and Testing:

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

33.4.6. Inspection and Testing Laboratory Service:

1. The City may require that Work located in the City right-of-way be tested by the City's testing laboratory. The Design-Builder shall coordinate with the Engineer to cause such tests to be performed.

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

33.4.7. Special Inspection:

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

33.4.8. Installation:

1. Inspection: The Design-Builder shall inspect materials and/or equipment upon their arrival at the Project Site and immediately prior to installation. The Design-Builder shall reject damaged and defective materials and/or equipment. The Design-Builder's inspection shall include:
 - i) A review of the Contract requirements;
 - ii) Verification that all materials and/or equipment have been tested, submitted, and approved;
 - iii) Examination of the Work area to ascertain that all preliminary Work has been completed;

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

33.4.9. Manufacturer's Field Installation Services and Reports:

1. When required by the specifications, the Design-Builder shall cause material or product suppliers or manufacturers to provide qualified personnel to:
 - a) Observe and evaluate:
 - (i) Project Site conditions;
 - (ii) Conditions of surfaces and installation;
 - (iii) Quality of workmanship;
 - (iv) Start-up of equipment; and
 - (v) Testing, adjusting, and balancing of equipment.
 - b) Provide instructions when necessary.

2. The Design-Builder shall report in writing to the Engineer any observations and Project Site decisions or instructions given to the Design-Builder by a material or product supplier or manufacturer's personnel that are supplemental or contrary to the written instructions of the material or product supplier or manufacturer.
3. Within 10 Working Days of each field visit, The Design-Builder shall submit in duplicate to the Engineer for review and acceptance final reports from a material or product supplier or manufacturer's personnel. If the duration of the field visit is greater than 1 week, the Design-Builder shall submit weekly reports. Each final report shall certify that equipment or system has been satisfactorily installed and is functioning correctly.

33.4.10. Sample City QA/QC Checklists:

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

34. Noise Abatement and Control:

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

35. Project Meetings:

- 35.1. Progress Meetings – Design Phase - The Design-Builder shall schedule and hold regular progress meetings at least monthly and at other times as requested by the Engineer. Prior to a progress meeting, the Design-Builder shall submit its progress meeting format to the Engineer for review and acceptance. The Design-Builder shall also submit to the Engineer for review and acceptance:
 - i) A meeting agenda prior to each meeting; and
 - ii) Minutes of each meeting prior to the next meeting.

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

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

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

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

35.3. Public Meetings - During the course of the Project, a minimum of 2 of the Design-Builder's key personnel and the Engineer shall attend community meetings as part of the Design-Builder's community outreach program. Typically, these meetings are scheduled for two to four hours on weekday evenings. At a minimum, 1 meeting will be scheduled at 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 General Provisions (A), 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 architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by the Design-Builder. Drawing mylar shall be 3 mils minimum thickness.

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

- 36.3.1. Five complete full-sized sets of blueprints or copies of the final As-Built's.
- 36.3.2. Two complete electronic file sets of the final As-Built's 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 submittals unless the Design-Builder has specifically informed City of such deviation at the time of the submittal and City has accepted the specific deviation in writing. The Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by City's acceptance thereof. At the time of each submission, the Design-Builder shall, in writing, specifically identify deviations that the submittals or Samples may have from the requirements of the Contract Documents.

38. Required Test/Material Certificates:

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

39. **Traffic Control:**

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

40. **Reference Standards:**

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

41. **Design Guidelines:**

41.1. Americans with Disabilities Act (ADA) I Americans with Disabilities Act Accessibility Guidelines (ADAAG)

41.2. American Water Works Association (AWWA)

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

41.4. California Code of Regulations, Title 24

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

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

41.7. City of San Diego Landscape Technical Manual

41.8. City of San Diego's Manual of Preparation of Land Development and Public Improvement plans

<http://www.sandiego.gov/development-services/industry/landdevcode/landdevmanual.shtml>

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

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

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

41.12. County of San Diego Code of Regulations

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

- 41.14. State of California Health and Safety Code
 - 41.15. Uniform Fire Code (UFC) as adopted by the City of San Diego*
 - 41.16. Uniform Mechanical Code (UMC) as adopted by the City of San Diego*
 - 41.17. Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
 - 41.18. Construction Planning & Scheduling Manual by AGC of America
 - 41.19. The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents
 - 41.20. City of San Diego Municipal Code;

<http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni.shtml>
 - 41.21. State Historic Preservation Act
- *Any and all codes, regulations, and permits (including amendments) issued by City's Planning and Development Services Department.

42. Bridging Documents:

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

<ftp://ftp.sannet.gov/OUT/La%20Jolla%20Scenic%20Drive%20Pipeline/Bridging%20Documents/>

- 1. General\Location Map 9-03-15.pdf
- 2. General\Sample Progress Map.pdf
- 3. General\Slurry Seal Requirements.pdf
- 4. General\ Pressure Regulator Guideline Changes Rev 2.docx
- 5. General\ Pressure Regulator Figure 4-1 Large Above Ground PRS.pdf
- 6. Planning Documents\ La Jolla Scenic Pipeline Planning Study.pdf
- 7. Planning Documents\ADA Preliminary Engineering Report.pdf
- 8. Planning Documents\ Preliminary Environmental Assessment.pdf
- 9. Planning Documents\ LJ Scenic Dr Pipeline_Envirostor Map.pdf
- 10. Planning Documents\ LJ Scenic Dr Pipeline_Envirostor Site List.xls
- 11. Planning Documents\ Water Constraints Map.pdf
- 12. Planning Documents\ Sewer Constraints Map and Hydraulics.pdf
- 13. Planning Documents\ Predesign Location Map.pdf
- 14. Planning Documents\ OCI Index Map.pdf

15. Planning Documents\ Paving Conflict Map.pdf
16. Planning Documents\ CMP Storm Drain Map.pdf
17. Planning Documents\ Constraints Map.pdf
18. Planning Documents\ Coordination Map.pdf
19. Planning Documents\ IMCAT Screenshot.pdf
20. Planning Documents\ Traffic Count Data.pdf
21. Planning Documents\Final PE Report.pdf
22. As-Builts\ AT&T
23. As-Builts\ Public
24. As-Builts\ SDG&E
25. As-Builts\ Time Warner

43. Supplemental Requirements:

- 43.1. 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.
- 43.2. The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations in the Planning Study and the Preliminary Engineering Report (see bridging documents).
- 43.3. Only ADA improvements triggered by this project shall be included in the design. New sidewalks are not included except to replace portions triggered by ADA compliance requirements. See bridging documents.
- 43.4. The Design-Builder shall identify all existing fire services by field inspection, research of City records specifically including the City PUD cross connection database, and water billing records, and research of as-builts. Design-Builder shall provide all work necessary to reconnect all existing fire services.
- 43.5. 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.
- 43.6. 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.
- 43.7. 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.

- 43.8. The Design-Builder shall resolve design and construction problems by a typical professional process including but not limited to research, field investigation, developing alternates, calculations, cost-effective analysis, making decisions/recommendations and obtaining City concurrence as needed. This process shall be diligently followed before the Design-Builder seeks direction from the City.
- 43.9. 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.
- 43.10. 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.
- 43.11. 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.
- 43.12. 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.
- 43.13. 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.
- 43.14. The Design-Builder shall perform all work described in the Preliminary Engineering Report, Page 9, Sec 3.2.1 Street Resurfacing to define the paving scope of work.
- 43.15. 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.
- 43.16. 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.
- 43.17. 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.
- 43.18. The Design-Builder shall coordinate with the Soledad Pump Station Upgrades project and connect as determined by the Soledad Pump Station Upgrades design. The consultant for the project is Psomas and the City PM is Parita Ammerlahn.

ATTACHMENT B

PHASED FUNDING PROVISIONS

ATTACHMENT B

PHASED FUNDING PROVISIONS

1. PHASED FUNDING

- 1.1. The selected The Design-Builder will be required to provide a Pre-award Schedule in accordance with sections 9-3 and 6-1 of the Supplementary Special Provisions (SSP) prior to award of Contract.
- 1.2. For phased funded contracts, the City typically secures enough funds for the first 90 Days of the contract prior to award. Within 10 Working Days after announcement of the Apparent Winner, the Design-Builder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.3. The Design-Builder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.4. If the Proposal submitted by the Selected Design-Builder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the subsequent Selected Design-Builder must provide the Pre-Award Schedule. This process will continue until the City has awarded the contract or has decided to reject all Proposals.
- 1.5. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the announcement of, or notice to the next Selected Design-Builder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the awarded Design-Builder.
- 1.6. At the City's request, you must meet with the City's Project manager before execution of the first Phased Funding Schedule Agreement to discuss their comments and requests for revision to the Pre-Award Schedule.
- 1.7. Your failure to perform the following may result in the Proposal being rejected as **non-responsive**:
 - 1.7.1. Meet with the City's Project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - 1.7.2. Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 - 1.7.3. Execute the first Phased Funding Schedule Agreement within a Day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM. Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

PROPOSAL NUMBER: K-16-1414-MAC-3-C

MACC TASK ORDER 01 TITLE: LA JOLLA SCENIC DRIVE PIPELINE

CONTRACTOR: _____

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

Notes:

- (1) City Supplement 9-3.6, "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 a written modification to the CONTRACT.

CITY OF SAN DIEGO
 By: _____
 Name: _____
 Project Manager
 Department Name: _____
 Date: _____

CONTRACTOR
 By: _____
 Name: _____
 Title: _____
 Date: _____

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

PROPOSAL NUMBER: K-16-1414-MAC-3-C

MACC TASK ORDER 01 TITLE: LA JOLLA SCENIC DRIVE PIPELINE


CONTRACTOR: TC Construction Company Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Mobilization, Design & Construction of Water & Sewer Mains	NTP	8/30/2016	\$265,000 (S) \$332,000 (W)
2	Design & Construction of Water & Sewer Mains, Surface Improvements	8/31/2016	8/30/2017	\$185,000 (S) \$4,832,598 (W)
3	Construction of Water Mains & Surface Improvements	8/30/2017	NOC	\$0 (S) \$2,812,402 (W)
Total				\$8,427,000.00

Notes:

- (1) City Supplement 9-3.6, "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 a written modification to the CONTRACT.

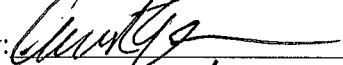
CITY OF SAN DIEGO

By: 
 Name: Joe Myers
 Project Manager

Department Name: PW

Date: 5/23/16

CONTRACTOR

By: 
 Name: Austin Cameron

Title: President

Date: 5-20-16

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections A and B, DELETE each in its entirety, and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

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

ATTACHMENT D
PREVAILING WAGES

ATTACHMENT D

PREVAILING WAGES

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.
 - 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.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall 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 design professionals 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 Equal Opportunity Contracting Department at 619-236-6000.
- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid

proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) The **2015 Edition** of the Standard Specifications for Public Works Construction (The “GREENBOOK”) currently in effect.
 - 2) The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The “WHITEBOOK”).
-

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

- 1-2 **TERMS AND DEFINITIONS.** To the City Supplement, item 54, “Normal Working Hours”, ADD the following:

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

- 2-9.2 **Survey Service.** To the City Supplement, ADD the following:

2. CMFS shall perform right-of-way staking and construction staking for pedestrian ramps, new construction, and where limits of construction are necessary.

ADD:

- 2-9.2.1 **Design Phase Survey Services By The Contractor.**

1. Prior to start of design, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California performing the survey services for the Project.
2. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

3. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.

ADD:

2-9.2.2

Survey Files.

1. All Computer Aided Drafting (CAD) work shall be done in accordance with The City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and shall be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
2. All survey files shall be completed in accordance with the City of San Diego's Citywide CADD Standards and shall adhere to City's Microstation level and attribute structure.
3. The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files will be sent to Contractor if requested.
4. Survey files shall include, but not limited to, the following items:
 - a) Street center line and (record width) right-of-way lines
 - b) Project geometry (.alg) files (this will be generated for use in InRoads)
 - c) 3D surface model (.dtm, break line and spot elevation) file
 - d) Invert elevations for manholes and Inlets.
 - e) Monuments
 - f) Curb lines (top curb and gutter)
 - g) All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts and poles
5. You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-Lines and Record Documents."

ADD:

2-9.2.3

Submittal.

1. Survey files shall be submitted in accordance with Section 2-5.3 "Submittals" and 2-5.4 "Red-Lines and Record Documents." You shall provide the Survey Files, proposed Drawings and or Red-Line Drawings on a CD/DVD to the Engineer and post the Survey Files, proposed Drawings, and/or Red-Line Drawings at the following website:

<ftp://ftp.sannet.gov/IN/SURVEYS/>
2. After the documents have been posted the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and SurveyReview@sandiego.gov.

3. All survey work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals will be at your expense.

2-9.2.3 Payment.

1. The payment for survey services Work shall be included in the contract price.

2-14.3 Coordination. To the City Supplement, ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of La Jolla Scenic Drive Pipeline See Coordination Map from the Bridging Document for approximate location. Additional coordination with future adjacent projects shall be the Design-Builder's responsibility. Coordinate the Work with the adjacent projects as listed below:
 - a) Muirland Pump Station Replacement (D/B), Eric Rubalcava (858-654-4284)
 - b) La Jolla View Reservoir, Parita Ammerlahn (619-533-4162)
 - c) Block 1M UUD, Jie Xiao (619-533-5496)
 - d) Block 1M1 UUD, Jie Xiao (619-533-5496)
 - e) Pipeline Rehab- Phase G-2 (Laterals), Laila Nasrawi (858-614-5757)
 - f) AC Water Group 1007, Sheila Gamueda (619-533-4244)
 - g) City Street Lights 25 Locations, Jie Xiao (619-533-5496)
 - h) Sewer Group Job 798, Maryam Liaghat (619-533-5192)
 - i) AC Water Group 1010, Maryam Liaghat (619-533-5192)
 - j) Soledad Pump Station Upgrade, Parita Ammerlahn (619-533-4162)

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the City Supplement, 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.

4-1.6 Trade Names or Equals. ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

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

SECTION 5 – UTILITIES

5-2 **PROTECTION.** To the City Supplement, item 2, ADD the following:

- g) AMI devices shall be protected in place.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

- 3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:
 - a) No construction near MHPA during Gnatcatcher breeding season from March 1st to August 15th (inclusive).

ADD:

6-3.2.1.1 **Environmental Document.**

- 1. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Mitigated Negative Declaration No. 255100** for **La Jolla Scenic Drive Pipeline**, as referenced in the Contract Appendix. You shall comply with all requirements of the MND as set forth in Appendix A.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.

6-7.1 **General.** To the City Supplement, item 3, ADD the following:

- d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.
- e) Where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1

Policies and Procedures.

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

7-3.2

Types of Insurance.

7-3.2.1

Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy 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	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 Commercial Automobile Liability Insurance.

1. You 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.

7-3.2.3 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor’s insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue

to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 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.

7-3.5.1.3 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.

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

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

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

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because

of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 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.

7-3.5.3.3 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.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured.

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

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

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

- 7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and must not contribute to it.
- 7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 7-3.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**
1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate in full force and effect.
 2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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

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

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

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

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

7-4.1.1 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.

7-8.6 Water Pollution Control. ADD the following:

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

ADD:

7-16.1.3 Weekly Updates Recipients.

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

Michael Ninh, Senior Engineer, MNinh@saniego.gov

Joe Myers, Project Manager, JDMyers@saniego.gov

Jess Arcillas, Project Engineer, JArcillas@saniego.gov

Resident Engineer, TBA, XXX@saniego.gov

7-16.3 Exclusive Community Liaison Services. To the City Supplement, ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 7-16.2 “Community Outreach Services” and 7-16.3 “Exclusive Community Liaison Services”.

7-20 ELECTRONIC COMMUNICATION. ADD the following:

2. Virtual Project Manager shall be used on this Contract.

SECTION 9 - MEASUREMENT AND PAYMENT

ADD:

9-3.7

Compensation Adjustments for Price Index Fluctuations. To the City Supplement ADD the following:

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

SECTION 10 – GREEN BUILDINGS AND STORM WATER MANAGEMENT

ADD:

10-3

STORM WATER MANAGEMENT DISCHARGE CONTROL.

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

2. You shall complete and update the Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, you shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. Additionally, for Priority Development projects, you shall prepare a Storm Water Quality Management Plan (SWQMP) in accordance with the requirements of the Storm Water Standards Manual. You shall prepare a SWQMP Drainage Management Area Map showing all LID site design, source control and treatment control BMPs, hydromodification management plan facilities, and tabulated calculations. Include sufficient details and cross sections for construction. The Drainage Management Area Map shall be included as part of the construction Plans in addition to the Storm Water Infrastructure cover sheet. A template of the Storm Water Infrastructure cover sheet will be provided by the City.
3. You shall attend the Pre-construction meeting. You shall inspect and confirm that the permanent BMP was installed in accordance with the details on the Plans and that the permanent BMP functions meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder Engineer of Work shall sign and stamp the Permanent BMP Self Certification on the Plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.
4. For projects requiring soil-disturbance Work such as geotechnical borings, street coring, and potholing as component of the design, you shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

SECTION 203 – BITUMINOUS MATERIALS

203-3.4.4 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, ADD the following:

1. RPMS shall be used on this Contract.

SECTION 209 – PRESSURE PIPE

209 PRESSURE PIPE. To the City Supplement, 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.

SECTION 300 – EARTHWORK

300-11.2 Placing Stone. ADD the following:

1. At the completion of slope protection Work, the footing trench shall be filled with excavated material and compaction will not be required.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-7.8.2.1 General. To the City Supplement, item 2, ADD the following:

- a) Specified test pressure for Class 235 pipe shall be 150 psi.
- b) Specified test pressure for Class 305 pipe shall be 200 psi.

SECTION 500 – PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1.1.2.1 Initial Submittals. To the City Supplement, ADD the following:

Within 5 Working Days of the Bid opening date, the 3 apparent low bidders shall submit the following:

1. Contractor's Experience; past project documentation
2. Manufacturer Certification
3. Authorize Installer Certificates

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

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

6. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) Refer to Bridging Documents

SECTION 800 - MATERIALS

800-1.2.4 Organic Soil Amendment. ADD the following:

Type 4 organic soil amendment (compost) shall be derived from Green Material (yard waste and/or food waste) that is composted in accordance with California Code of Regulations, Title 14, Chapter 3 Article 7, 17868.3 (15 Day Process to Further Reduce Pathogens and kill weed and other seeds). Incorporated into the soil, compost improves soil texture; increases both nutrient and water holding capacity; and reduces

the need for commercial fertilizer. Where applicable, Organic Soil Amendment can qualify as a component of LEED certification.

Type 4 organic soil amendment must come from a compost facility that tests its compost on a quarterly basis and meets the requirements listed in Table 212-1.2.4(B). Contractor shall provide a copy of the most recent quarterly test results, and a current representative sample of the compost to be used on the project, to the City, prior to approval and the compost being used.

The City of San Diego’s Miramar Greenery produces Type 4 organic soil amendment (compost) and complies with the U.S. Composting Council’s Seal of Testing Assurance Program. The Miramar Greenery is located within the City’s Miramar Landfill at State Hwy. 52 and Convoy St. in San Diego.

<http://www.sandiego.gov/environmental-services/miramar/greenery/>

Table 212-1.2.4 (B)

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
pH	6.0 - 8.0		04.11-A 1:5 Slurry pH
Soluble salts	0 - 10	dS/m (mmhos/cm)	04.10-A 1:5 Slurry Method
Organic Matter	30 - 75%	% dry weight basis	05.07-A Loss-on-ignition Organic Matter Method (LOI)
Stability	≤ 8	mg CO ₂ /g OM/day	05.08-B carbon Dioxide Evolution Rate
Maturity	> 80% emergence	average % of control	05.05-A Germination and vigor
Pathogens			
Fecal coliform	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.01-B Fecal coliforms
Salmonella	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.02 Salmonella

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
Heavy Metal	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.13(a) Tables 1 and 3.	04.06-Heavy Metals standards, and Hazardous Elements.
Particle Size	≥ 90%	% dry weight passing through 1mm	02.02-B Sample Sieving for Aggregate Size Classification

**ADD:
800-4**

BIORETENTION SOIL MEDIA (BSM).

800-4.1

General. Bioretention Soil Media (BSM) is a formulated soil mixture that is intended to filter storm water and support plant growth while minimizing the leaching of chemicals found in the BSM itself. BSM consists of 70% to 85% by volume washed sand and 15% to 30% by volume compost or alternative organic amendment. Alternative proportions may be justified under certain conditions. BSM shall be mixed thoroughly using a mechanical mixing system at the plant site prior to delivery. In order to reduce the potential for leaching of nutrients, the proportion of compost or alternative organic amendment shall be held to a minimum level that will support the proposed vegetation in the system.

800-4.1.1

Sand for Bioretention Soil Media. The sand shall conform to ASTM C33 “fine aggregate concrete sand” requirements. A sieve analysis shall be performed in accordance with ASTM C 136, ASTM D 422, or approved equivalent method to demonstrate compliance with the gradation limits shown in Table 800-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery. Fines passing the No. 200 sieve shall be non-plastic.

Table 800-4.1.1 (A) Sand Gradation Limits

Sieve Size (ASTM D422)	Percent Passing (by weight)	
	Minimum	Maximum
3/8 inch	100	100
#4	95	100
#8	80	100
#16	50	85
#30	25	60
#50	5	30
#100	0	10
#200	0	5

Note: Coefficient of Uniformity (Cu = D60/D10) equal to or greater than 4

800-4.1.2

Compost. Compost shall be certified by the U.S. Composting Council’s Seal of Testing Assurance Program or an approved equivalent program. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.
2. Carbon to nitrogen (C:N) ratio shall be between 15:1 and 40:1, preferably above 20:1 to reduce the potential for nitrogen leaching/washout.
3. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight.
4. pH shall be between 6.0 and 7.5.
5. Soluble Salt Concentration shall be less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council).
6. Maturity (seed emergence and seedling vigor) shall be greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
7. Stability (Carbon Dioxide evolution rate) shall be less than 2.5 mg CO₂-C per g compost organic matter (OM) per day or less than 5 mg CO₂-C per g compost carbon per day, whichever unit is reported. (Method TMECC 5.08-B, USDA and U.S. Composting Council). Alternatively a Solvita rating of 6 or higher is acceptable.
8. Moisture shall be 25%-55% wet weight basis.
9. Select Pathogens shall pass US EPA Class A standard, 40 CFR Section 503.32(a).
10. Trace Metals shall pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
11. Shall be within gradation limits in Table 800-4.1.2 (ASTM D 422 sieve analysis or approved equivalent).

Table 212-4.1.2 Compost Gradation Limits

Sieve Size	Percent Passing (by weight)
16 mm (5/8")	99 to 100
6.3 mm (1/4")	40 to 95
2 mm	40 to 90

800-4.1.3 Alternative Mix Components and Proportions. Alternative mix components and proportions may be utilized, provided that the whole blended mix (800-4.2) conforms to agricultural, chemical, and hydraulic suitability criteria, as applicable. Alternative mix designs may include alternative proportions, alternative organic amendments and/or the use of natural soils. Alternative mixes are subject to approval by the City Engineer.

Alternative mixtures may be particularly applicable for systems with underdrains in areas where phosphorus is associated with a water quality impairment or a Total Maximum Daily Load (TMDL) in a downstream receiving water. BSM with 15% to 30% compost by volume (as specified in 800-4.1.2) will likely contribute to increased phosphorus in effluent. Alternative organic amendments, such as coco coir pith, in place of compost should be considered in these areas. A sand or soil substrate with low plant available phosphorus (< 5 mg/kg) should also be considered. The use of compost in these mixes should be limited to the top three to six inches of soil and limited to the minimum level needed to augment fertility. Additionally, an activated alumina polishing layer can be considered to control phosphorus leaching.

Additional mix components, such as granular activated carbon, zeolite, and biochar may be considered to improve performance for other parameters.

800-4.2 Whole BSM Testing Requirements and Criteria. You shall submit the following information to the City Engineer at least 30 Days prior to ordering materials:

1. Source/supplier of BSM,
2. Location of source/supplier,
3. A physical sample,
4. Available supplier testing information,
5. Whole BSM test results from a third party independent laboratory,
6. Description of proposed methods and schedule for mixing, delivery, and placement of BSM.

Test results shall be no older than 120 Days and shall accurately represent the materials and feed stocks that are currently available from the supplier.

Test results shall demonstrate conformance to agricultural suitability criteria (800-4.2.1), chemical suitability criteria (800-4.2.2), and hydraulic suitability criteria (800-4.2.3). No delivery, placement, or planting of BSM shall begin until test results confirm the suitability of the BSM. You shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency. The testing agency shall be registered by the State for agricultural soil evaluation which indicates compliance stating that the tested material proposed source complies with these specifications.

800-4.2.1 BSM Agricultural Suitability. The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

1. pH shall be between 6.0-7.5.

2. Salinity shall be less than 3.0 millimho/cm (as measured by electrical conductivity).
3. Sodium adsorption ration (SAR) shall be less than 3.0.
4. Chloride shall be less than 150 ppm.

The test results shall show the following information:

1. Date of testing
2. Project name
3. The Contractor's name
4. Source of materials and supplier's name
5. pH
6. E_C
7. Total and plant available elements (mg/kg particle concentration): phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium. Plant available concentration shall be assessed based on weak acid extraction(ammonium Bicarbonate/DTPA soil analysis or similar)
8. Soil adsorption ratio
9. Carbon/nitrogen ratio
10. Cation exchange capacity
11. Moisture content
12. Organic content
13. An assessment of agricultural suitability based on test results
14. Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended and tested in its blended state prior to testing and delivery

800-4.2.2

BSM Chemical Suitability. For systems with underdrains, the BSM shall exhibit limited potential for leaching of pollutants that are at levels of concern. Potential for pollutant leaching shall be assessed using either the Saturated Media Extract Method (aka, Saturation Extract) that is commonly performed by agricultural laboratories or the Synthetic Precipitation Leaching Procedure (SPLP) (EPA SW-846, Method 1312). The referenced tests express the criteria in terms of the pollutant concentration in water that is in contact with the media. In areas in which a pollutant or pollutants are associated with a water quality impairment or a TMDL, BSM in systems with underdrains shall conform to the following Saturation Extract or SPLP criteria for applicable pollutant(s):

1. Nitrate < 3 mg/L
2. Phosphorus < 1 mg/L*

3. Zinc < 0.1 mg/L
4. Copper < 0.025 mg/L
5. Lead < 0.025 mg/L
6. Arsenic < 0.02 mg/L
7. Cadmium < 0.01 mg/L
8. Mercury < 0.01 mg/L
9. Selenium < 0.01 mg/L

Criteria shall be met as stated where a pollutant is associated with a water quality impairment or Total Maximum Daily Load (TMDL) in any downstream receiving water. Criteria may be waived or modified, at the discretion of the City Engineer, where a pollutant does not have a nexus to a water quality impairment or TMDL of downstream receiving water(s). Criteria may also be modified at the discretion of the City Engineer if the you demonstrate that suitable BSM materials cannot be feasibly sourced within a 50 mile radius of the project site and a good faith effort has been undertaken to investigate available materials.

Note that Saturation Extract and SPLP tests are expected to result in somewhat more leaching than would be experienced with real storm water; therefore a direct comparison to water quality standards or effluent limitations is not relevant.

The chemical suitability criteria listed in this section do not apply to systems without underdrains, unless groundwater is impaired or susceptible to nutrient contamination.

800-4.2.3 BSM Hydraulic Suitability.

1. The saturated hydraulic conductivity or infiltration rate of the whole BSM shall be measured by one of the following methods:
 - a. Measurement of hydraulic conductivity (USDA Handbook 60, method 34b) (commonly available as part of standard agronomic soil evaluation), or
 - b. ASTM D2434 Permeability of Granular Soils (at approximately 85% relative compaction Standard Proctor, ASTM D698)
2. BSM shall conform to hydraulic criteria associated with the BMP design configuration that best applies to the facility where the BSM will be installed.
 - a) **Systems with unrestricted underdrain system (i.e., media control).** For systems with underdrains that are not restricted, the BSM shall have a minimum measured hydraulic conductivity of 8 inches per hour to ensure adequate flow rate through the BMP and longevity of the system. The BSM should have a maximum measured hydraulic conductivity of no more than 20 inches per hour. BSM with higher measured hydraulic conductivity may be accepted at the discretion of the City Engineer. In all

cases, an upturned elbow system on the underdrain, measuring 9 to 12 inches above the invert of the underdrain, should be used to control velocities in the underdrain pipe and reduce potential for solid migration through the system.

- b) **Systems with restricted underdrain system (i.e., outlet control).** For systems in which the flowrate of water through the media is controlled via an outlet control device (e.g., orifice or valve) affixed to the outlet of the underdrain system, the hydraulic conductivity of the media should be at least 15 inches per hour and not more than 40 inches per hour. The outlet control device should control the flowrate to between 5 and 12 inches per hour. This configuration reduces the sensitivity of system performance to the hydraulic conductivity of the material, reduces the likelihood of preferential flow through media, and allows more precise design and control of system flow rates.
- c) **Systems without underdrains.** For systems without underdrains, the BSM shall have a hydraulic conductivity at least 4 times higher than the underlying soil infiltration rate, but shall not exceed 12 inches per hour.

800-4.3

Delivery, Storage and Handling. You shall not deliver or place soils in frozen, wet, or muddy conditions. You shall protect soils and mixes from absorbing excess water and from erosion at all times. You shall not store materials unprotected during large rainfall events (>0.25 inches). If water is introduced into the material while it is stockpiled, you shall allow the material to drain to the acceptance of the City Engineer before placement.

BSM shall be thoroughly mixed prior to delivery using mechanical mixing methods such as a drum mixer. BSM shall be lightly compacted and placed in loose lifts approximately 12 inches (300 mm) to ensure reasonable settlement without excessive compaction. Compaction within the BSM area shall not exceed 75 to 85% standard proctor within the designed depth of the BSM. Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities. Low ground pressure equipment may be authorized for large facilities at the discretion of the City Engineer.

Placement methods and BSM quantities shall account for approximately 10% loss of volume due to settling. Planting methods and timing shall account for settling of media without exposing plant root systems.

The Engineer may request up to three double ring infiltrometer tests (ASTM D3385) or approved alternative tests to confirm that the placed material meets applicable hydraulic suitability criteria (800-4.2.3). In the event that the infiltration rate of placed material does not meet applicable criteria, the City Engineer may require replacement and/or decompaction of materials.

800-4.4

Quality Control and Acceptance. Close adherence to the material quality controls herein are necessary in order to support healthy vegetation, minimize pollutant leaching, and assure sufficient permeability to infiltrate/filter runoff during the life of the facility. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results certified to be representative. Test results

shall be conducted no more than 120 Days prior to delivery of the blended BSM to the project site. For projects installing more than 100 cubic yards of BSM, batch-specific tests of the blended mix shall be provided to the City Engineer for every 100 cubic yards of BSM along with a site plan showing the placement locations of each BSM batch within the facility.

800-4.5 Integration with Other Specifications. This specification includes, is related to, and may depend or have dependency on other specifications, including but not limited to:

- Plantings and Hydroseed
- Mulch
- Aggregate (choking stone, drainage stone, energy dissipation)
- Geotextiles
- Underdrains
- Outlet control structures
- Excavation

Execution of this specification requires review and understanding of related specifications. Where conflicts with other specifications exist or appear to exist, you shall consult with the City Engineer to determine which specifications prevail.

800-4.6 AGGREGATE MATERIALS FOR BSM DRAINAGE LAYERS.

800-4.6.1 Drainage of BSM requires the use of specific aggregate materials for filter course (aka choking layer) materials and for an underlying drainage and storage layer.

800-4.6.1.1 Rock and Sand Products for Use in BSM Drainage. Size classifications detailed in Tables 800-4.6.1 (A) and 800-4.6.1 (B) shall apply with respect to BSM drainage materials. All sand and stone products used in BSM drainage layers shall be clean and thoroughly washed.

Table 800-4.6.1 (A) Crushed Rock and Stone Gradation Limits

Sieve Size	Percent Passing Sieves	
	AASHTO No. 57 ⁽¹⁾	ASTM No. 8 ⁽¹⁾
3 in	-	-
2.5 in	-	-
2 in	-	-
1.5 in	100	-
1 in	95 – 100	-
0.75 in	-	-

Sieve Size	Percent Passing Sieves	
	AASHTO No. 57 ⁽¹⁾	ASTM No. 8 ⁽¹⁾
0.5 in	25 – 60	100
0.375 in	-	85 – 100
No. 4	10 max.	10 – 30
No. 8	5 max.	0 – 10
No. 16		0 – 5
No. 50		-

Table 800-4.6.1 (B) Sand Gradation Limits

Sieve Size	Percent Passing Sieves
	Choker Sand - ASTM C33
0.375 in	100
No. 4	95 – 100
No. 8	80 – 100
No. 16	50 – 85
No. 30	25 – 60
No. 50	5 – 30
No. 100	0 – 10
No. 200	0 – 3

800-4.6.1.2 Graded Aggregate Choker Stone. Graded aggregate choker material is installed as a filter course to separate BSM from the drainage rock reservoir layer. This ensures that no migration of sand or other fines occurs. The filter course consists of two layers of choking material increasing in particle size. The top layer of the filter course shall be constructed of thoroughly washed ASTM C33 fine aggregate sand material conforming to gradation limits contained in Table 212-4.6.1(B). The bottom layer of the filter course shall be constructed of thoroughly washed ASTM No. 8 aggregate material conforming to gradation limits contained in Table 212-4.6.1(A).

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
MITIGATED NEGATIVE DECLARATION



(619) 446-5460

**DRAFT
ADDENDUM TO MITIGATED
NEGATIVE DECLARATION No. 255100
(SCH No. 20111091045)
Project No. 445559**

SUBJECT: La Jolla Scenic Drive Pipeline: The project would include replacement of 18,555 linear feet (LF) of existing 6 to 12-inch asbestos cement (AC) water main, 1,573 LF of existing 8-inch polyvinyl chloride (PVC) water main with new PVC main, varying in size, and construction of 902 LF of new 16-inch PVC water main, between Soledad Mountain Road and the existing Soledad Pump Station, with depths ranging from 3 to 5 feet, including the replacement or installation of associated water services, fire hydrants, curb ramps and traffic control. The existing pressure regulating station (PRS), currently installed in the middle of the T-intersection of Nautilus Street and Muirlands Drive, is to be relocated underneath the sidewalk on the south side of Nautilus Street, if feasible. In addition, the project would include replacing 1,348 LF of existing 8-inch vitrified clay pipe (VCP) sewer main with 9-inch PVC sewer main, including associated sewer laterals and manholes. The sewer depth would range from 6 to 28 feet; the 28-foot deep proposed manhole is approximately 2 feet deeper than the existing invert elevation (inside the bottom of the pipe) and the downstream manhole is approximately 3 feet deeper.

The project would also include the abandonment of a total of 1,089 LF of existing 16-inch water main and would include the following improvements: installation of curb ramps, laterals, cleanouts, water meters, water boxes, slurry seal, rehabilitation of existing manholes and street resurfacing. The majority of the project's alignment is within existing public right-of-way with the exception of a couple of public easements on private property, and no sensitive biological resources would be directly impacted by the project. The following streets would be affected by the proposed project: Country Club Drive, Fairway Road, Via Valverde, Nautilus Street, West Muirlands Drive, Muirlands Drive, El Camino de Teatro, La Jolla Mesa Drive, La Jolla Rancho Road and La Jolla Scenic Drive in the La Jolla community.

Applicant: City of San Diego Public Engineering and Capital Projects Department, Right of Way Division.

- I. **PROJECT DESCRIPTION:** The La Jolla Scenic Drive Pipeline project is part of the City of San Diego's on-going Sewer Main and Water Main Replacement Program. The existing sewer and water mains are old, and are nearing the end of their service life. Construction of the project will reduce maintenance requirements, correct hydraulic

deficiencies, improve reliability and accessibility, and bring the sewer and water main systems up to current design standards.

The project will require an open trench method of construction to replace both sewer and water mains and laterals within existing pipeline alignments and realignments. The trench depth for sewer mains will vary from 6 to 28 feet and 3 to 5 feet for water mains. The widths of the trenches would be 3-5 feet. Other components of the project will include abandonment of sewer mains/manholes and potholing. Abandonment will involve plugging both ends of the existing pipe with concrete via existing manholes and filling the main and manholes with slurry or grout, which will not disturb the surface or subsurface. The top portion of the manhole would be removed and paved over. Potholing is employed to verify the reconnection of sewer laterals to mains or to verify utility crossings. Other improvements will consist of the installation of curb ramps, manholes, and new pavement/slurry.

All work would occur within the public right-of-way and existing sewer and water easements. The project would comply with the requirements described in the *Standard Specifications for Public Works Construction*, and California Department of Transportation's *Manual of Traffic Controls for Construction and Maintenance Work Zones*. A traffic controls plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. Best Management Practices will be required and specified within the approved Water Pollution Control Plan for erosion control and storm drain inlet protection.

- II. ENVIRONMENTAL SETTING: The project would occur within the developed public right-of-way and existing sewer and water easements located within the developed area of La Jolla Community Planning Area. Surrounding land uses include existing residential, institutional, industrial and commercial developments.

The following streets would be affected by the proposed project: Country Club Drive, Fairway Road, Via Valverde, Nautilus Street, West Muirlands Drive, Muirlands Drive, El Camino de Teatro, La Jolla Mesa Drive, La Jolla Rancho Road and La Jolla Scenic Drive in the La Jolla community. (See attached Locations Map).

III. PROJECT BACKGROUND:

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego's Development Services Department (DSD) and was certified by the City Council on November 30, 2011 (Resolution No. 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's Municipal Code Section 128.0306(b) all addenda for environmental documents certified more than three years before the date of application shall be distributed for a 14-calendar day public

review along with the previously certified environmental document. This addendum was prepared more than 3 years after the certification of the original MND, and, therefore, it is being distributed for a 14-calendar day public review.

Land Use (MHPA Adjacency)

A portion of the proposed pipeline replacement on Country Club Drive (see attached Location Map) is within 100 feet of the Multi Habitat Planning Area (MHPA). This portion of the project will, therefore, be subject to the MHPA land use adjacency mitigation requirements specified under AMND Section V.

Paleontological Resources

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. The project area is underlain by geologic formations that, with respect to paleontological fossil resource potential, are assigned a moderate to high sensitivity rating. Based on the sensitivity of the affected formations and proposed 28-foot excavation depths, construction of the La Jolla Scenic Drive Pipeline project could result in potentially significant impacts to fossil resources.

To reduce potential impacts to below a level of significance within the project area, excavation within previously undisturbed formations at a depth of 10 or more feet, for either new trench alignments and/or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

IV. DETERMINATION:

The City of San Diego previously prepared a Mitigated Negative Declaration No. 255100 for the project described in the attached MND and Initial Study.

Based upon a review of the current project, it has been determined that:

- a. There are no new significant environmental impacts not considered in the previous MND;
- b. No substantial changes have occurred with respect to the circumstances under which the project is undertaken; and
- c. There is no new information of substantial importance to the project.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. Additionally, in accordance with requirements in Section 128.0306(b) of the San Diego Municipal Code, a 14-day public review period is required for this addendum.

V. MITIGATION, MONITORING AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:

Paleontological Resources

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

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
 The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil

resources, etc., which may reduce or increase the potential for resources to be present.

5. Approval of PME and Construction Schedule

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

III. During Construction

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

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or

CM before ground disturbing activities in the area of discovery will be allowed to resume.

(1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

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

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

(1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.

(2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

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

1. Procedures for documentation, curation and reporting

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

b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.

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

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

IV. Night and/or Weekend Work

A. If night and/or weekend work is included in the contract

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
2. The following procedures shall be followed.
 - a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSV and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum

The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.

5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

Land Use [Multiple Species Conservation Program (MSCP) For Projects within 100 feet of the MHPA]

I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:

1. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
2. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by

incorporating the use of filtration devices, planted swales and/or planted detention/ desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.

3. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactive to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: "All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."
4. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
5. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
6. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
7. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

1. Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

- I. BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND
- II. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB (A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB (A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

- III. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB (A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

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

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:

- I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
- II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

II. Prior to Start of Construction

A. Preconstruction Meeting

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

III. During Construction.

The Qualified Biologist/Owner's Representative, shall verify that all construction related activities taking place adjacent to the to the MHPA are consistent with the CDs, the Representative shall monitor and assure that:

1. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
2. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/ desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
3. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to

reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: "All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."

4. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
5. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
6. **Invasives** - No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
7. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher (3/1-8/15). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

IV. **Post Construction**

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

Copies of the addendum, the final MND, the Mitigation Monitoring and Reporting Program, and any technical appendices are available for review in the office of the Development Services Department, or for purchase at the cost of reproduction.

Mark Brunette, Senior Planner
Development Services Department

February 16, 2016
Date of Draft Report

Date of Final

Report
Analyst: Mark Brunette

Attachments: Location Map
 Mitigated Negative Declaration No. 255100

The Addendum to Mitigated Negative Declaration No. 255100 was distributed for public review pursuant to San Diego Municipal Code (SDMC) Chapter 6, Article 9, Paragraph 69.0211 (Addenda to Environmental Reports). The SDMC requires that addenda to environmental documents certified more than three years previously are to be distributed for a fourteen (14) calendar day public review period, along with the previously certified environmental document. Because the Mitigated Negative Declaration 255100 was certified on November 30, 2011, the Addendum exceeded the three year timeline and public review was required.

VI. PUBLIC REVIEW DISTRIBUTION:

Copies or notice of this draft Addendum were distributed to the following groups and individuals for public disclosure in accordance with CEQA Guidelines Section 15164:

City of San Diego
 Councilmember Lightner – District 1
 City Attorney’s Office
 Shannon Thomas
 Development Services
 Mark Brunette
 Peter Kann
 Public Works – Engineering & Capital Projects
 Joe Myers
 Juan Baligad
 Library Dept. – Govt. Documents
 Central Library
 La Jolla/Riford Branch Library

Other Groups and Individuals:
 La Jolla Community Planning Association

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).

**Larry Gardner
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)

METER SHOP (619) 527-7449

NS REQ	FAC#
DATE	BY

Meter Information

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

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

Company Information

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

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

City Meter	Private Meter
Contract Acct #:	Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Make and Style: 124 Page
Name: Appendix B – Fire Hydrant Meter Program La Jolla Scenic Drive Pipeline	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D
SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		Contractor's Name:	
Project Name:		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	Invoice No.
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:
RE Phone#:	Fax#:	Contact Name:	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%	\$ -
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%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
CHANGE ORDER No.					\$ -		\$ -		\$ -	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: _____

APPENDIX E
LOCATION MAP

LOCATION MAP

LA JOLLA SCENIC DRIVE PIPELINE



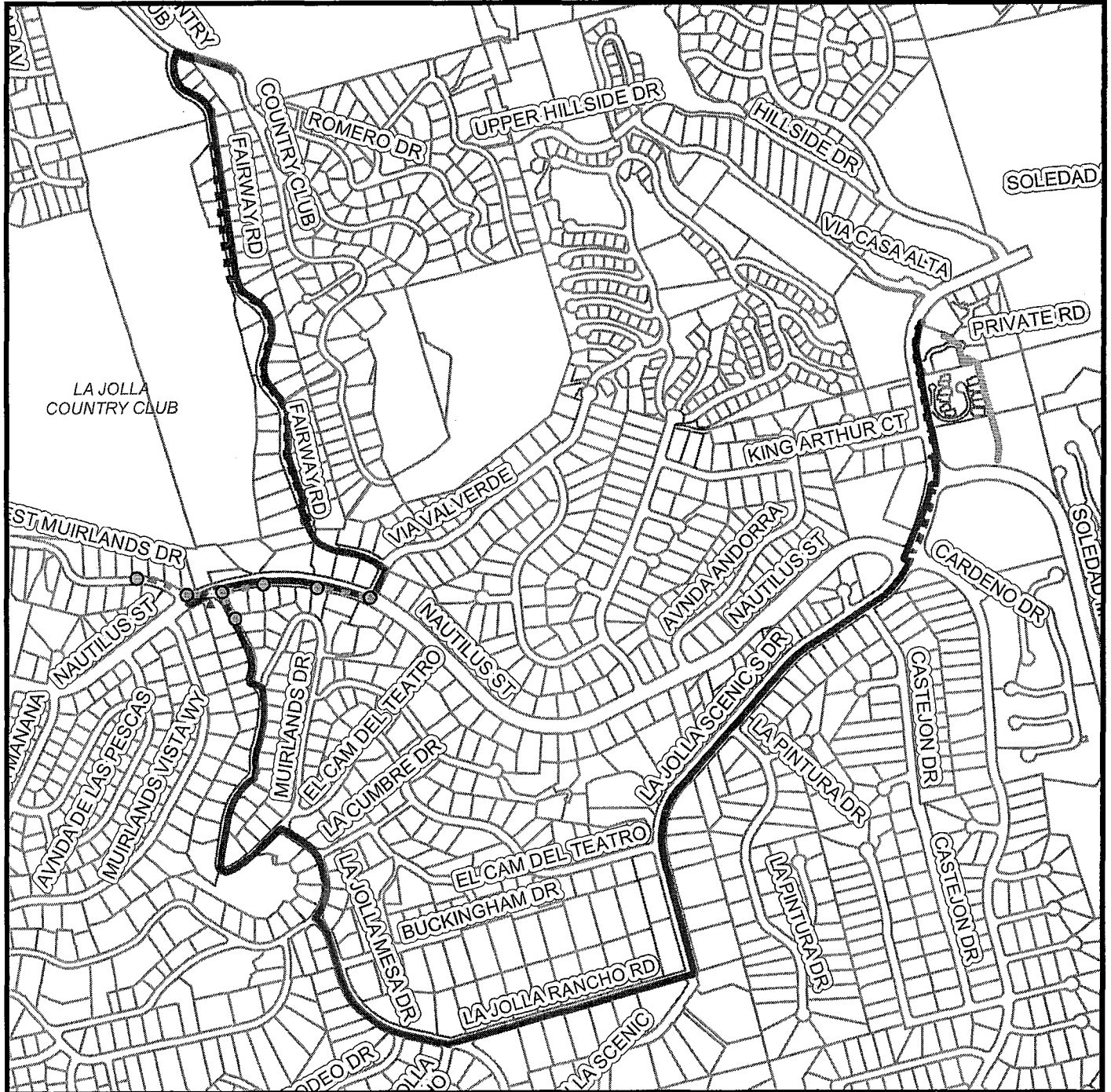
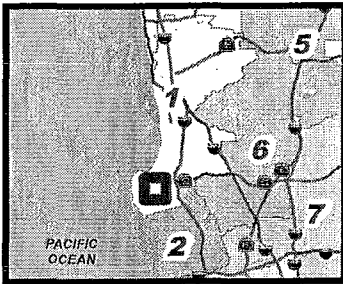
RIGHT OF WAY DESIGN DIVISION

SENIOR ENGINEER
MICHAEL NINH
(619) 533-7443

PROJECT MANAGER
JOE MYERS
(619) 533-6632

PROJECT ENGINEER
JESS ARCILLAS
(619) 533-4625

CONSTRUCTION PROJECT
INFORMATION LINE
(619) 533-4207



Legend

Install New 16 Inch PVC Water	Water Main to be Abandoned	Relocated PRS
Remove and Replace with 16 Inch PVC Water	Sewer Mains to be Replaced	No Scale
Remove and Replace with PVC Water (Same Diameter)	Sewer Manholes to be Replaced	
Remove and Replace with 12 Inch PVC Water	Existing Pressure Regulating Station (PRS)	

File Path: S:\ROWD\ROWD-Section-4-WaterandWastewaterPipelines\La Jolla Scenic Drive Pipeline\Design Format\Location map

Community Name: La Jolla

Council District: 1

SAP ID# S12009 / B15176

Date: 8-11-2015
MACC Request for Proposal (Rev. Feb. 2016) - Appendix E - Location Map

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY to SanGIS. This map is copyrighted without the written permission of SANDAG.

APPENDIX F
HYDROSTATIC DISCHARGE FORM

Hydrostatic Discharge Requirements Certification (Discharge Events ≥ 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf, and as follows:

Discharged water has been dechlorinated to below **0.1 (mg/l)** level; and effluent has been maintained between **6 and 9 (pH)** based on:

Event #	Discharge Date	Item Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	Is Discharge Within Limits?		Comment/Action Taken
							YES	NO	
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							

Qualified Personnel Conducting Tests (Print Name):

SAP No.(s):

Signed:

Project Name:

By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

Have any thresholds been exceeded? Per Order No. R9-2010-0003, would this be a reportable discharge and must be reported within 24 hours of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

APPENDIX G
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name
Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Field Engineering Division
9485 Aero Drive
San Diego, CA 92123-1801

Project Name: Insert Project Name

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

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

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

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

Summary of charges:

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

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

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

Summary of charges:

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

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

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

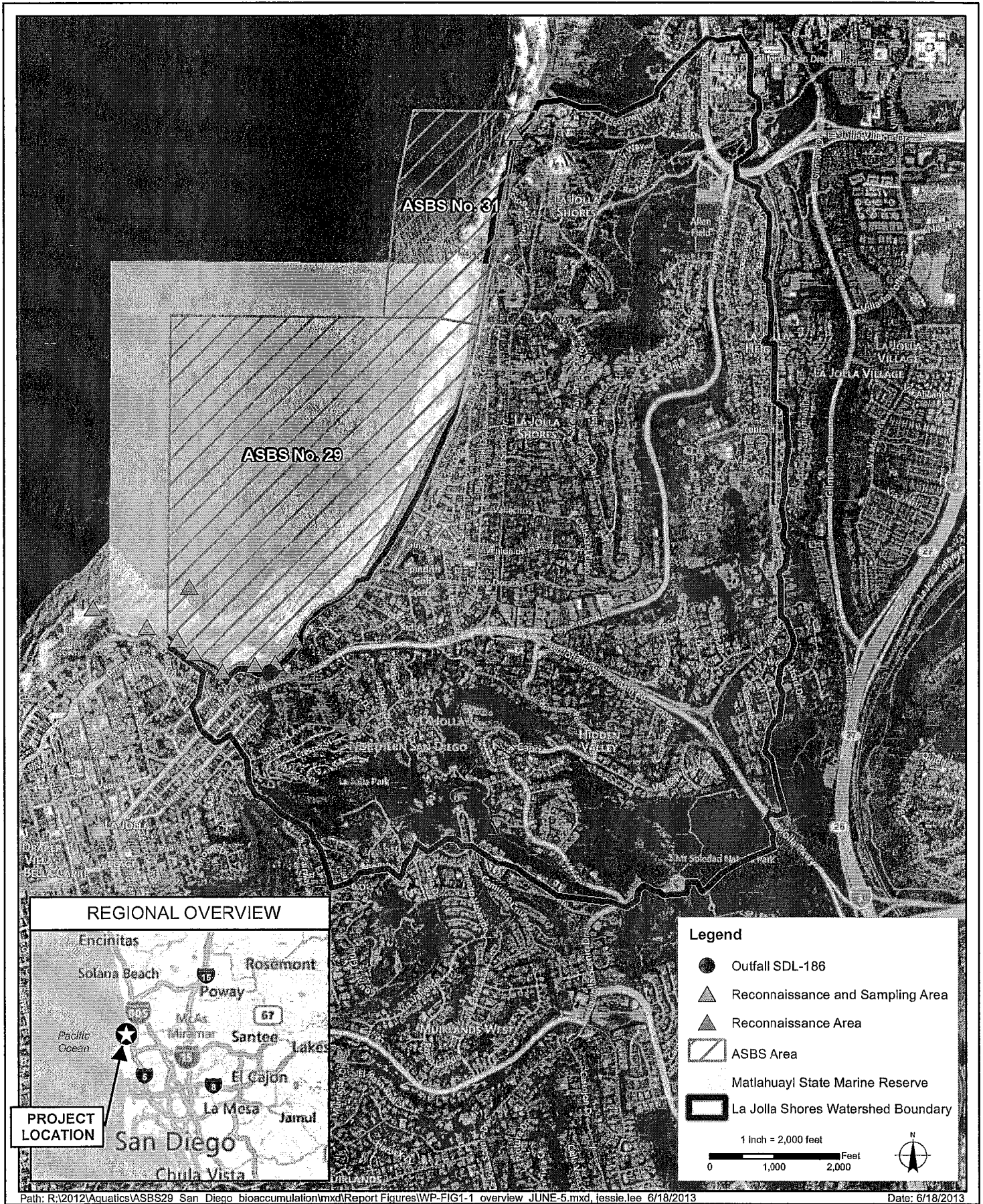
Note 2:

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

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

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

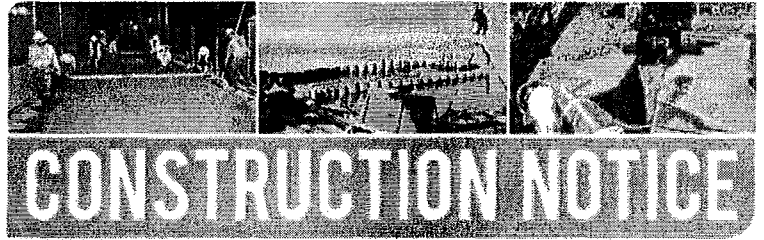
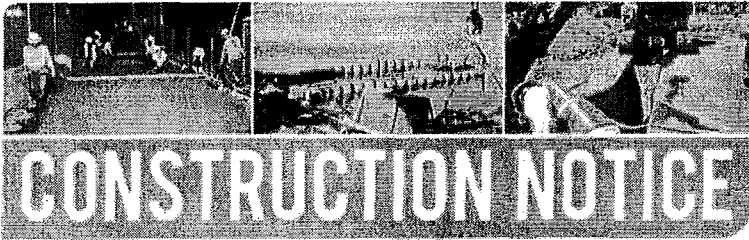
APPENDIX H
AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE MAP



Project Overview
City of San Diego ASBS Bioaccumulation Study
San Diego, CA

FIGURE
1

APPENDIX I
SAMPLE OF PUBLIC NOTICES



PROJECT NAME

PROJECT NAME

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.



This information is available in alternative formats upon request.

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.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -
B	INCIDENT DATE MO DAY YR	TIME NOTIFIED OES (use 24 hr time)
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)	CAS Number
E	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"/>
F	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS
G	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	QUANTITY RELEASED TIME OF RELEASE DURATION OF RELEASE —DAYS —HOURS—MINUTES
H	ACTIONS TAKEN	
I	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) _____	
J	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS	
K	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)	
L	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.

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G
PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

ATTACHMENT G

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC WORKS DEPARTMENT

1. **Addenda to the RFP (PASS/FAIL)**

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

2. **Exceptions to the RFP (PASS/FAIL)**

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

3. **Subcontracting Participation Percentages (PASS/FAIL)**

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

4. **Executive Summary (10 Points Max)**

- 4.1. Include a 1- to 2-page overview of the entire Proposal describing the highlights of the Proposal.

5. **Project Team (15 Points Max)**

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

6. **Technical Approach and Design Concept (35 Points Max)**

- 6.1. Describe specifically how Attachment A, Section 43. Supplemental Requirements will be implemented in particular item 43.2, work needed to accomplish the scope of work generally in accordance with the recommendations in the Planning Study and the Preliminary Engineering Report. NOTE -Generic proposals not specifically applicable to this project and/or proposals which duplicate competitors' proposals verbatim may result in score deductions.

- 6.2.** The following elements shall be included in the Technical Proposal:
- 6.2.1** Pipeline alignment, sizes and locations of appurtenances.
 - 6.2.2** Traffic Control Approach - The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
 - 6.2.3** 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.
 - 6.2.4** Paving Restoration.
 - 6.2.5** Water highlining plan for each site
 - 6.2.6** Phasing of design and construction work of each site separately
 - 6.2.7** Curb Ramp Design and Installation plan pursuant to the ADA Preliminary Engineering report (part of the bridging documents) and highlight any Modification, if any.
 - 6.2.8** Phasing and Coordination with Adjacent Projects
 - 6.2.9** Storm Water Pollution Control Best Management Practices.
 - 6.2.10** Subsurface Investigation and Geotechnical Work.
 - 6.2.11** Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design) and proposed durations.
 - 6.2.12** Estimate the following quantities amounts need to complete our entire project, per your proposed design and construction methods. Quantities will only be used to evaluate the Technical Portion of the RFP. The actual quantities will vary during the actual design and construction of the project:
 - 1) Additional Bedding - __CY
 - 2) Imported Backfill - __TON
 - 3) Asphalt Pavement Repair - __SF
 - 4) Additional Curb & Gutter - __LF
 - 5) Additional Sidewalk Removal & Replacement - __SF
 - 6) Additional Pavement Removal & Disposal - __CY

7. Construction Plan (40 Points Max)

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

- 7.1.1 Construction approach and methods**
- 7.1.2 Plan for operation of facility during construction**
- 7.1.3 Plan for phasing of construction activities**
- 7.1.4 General plan for functional testing and start-up.**
- 7.1.5 Proposed safety program**
- 7.1.6 Proposed emergency response plan**
- 7.1.7 Water highlining plan for each site**
- 7.1.8 Phasing of design and construction work of each site separately**
- 7.1.9 Proposed construction schedule**
- 7.1.10 Traffic Control Management**
- 7.1.11 Community Impact**

7.2 Project Coordination - The Design-Builder shall identify the following:

- 7.2.1 The processes and procedures it will use to ensure that all Work is properly coordinated.**
- 7.2.2 The design and construction coordination requirements with governmental entities and agencies, utilities, Underground Service Alert, City forces, and all other persons or entities involved in infrastructure improvements or otherwise affected by Project design and construction requirements.**
- 7.2.3 The design coordination system between drawings and specifications and disciplines.**
- 7.2.4 The system for tracking questions and responses.**
- 7.2.5 The system for coordinating work among subcontractors and equipment manufacturers.**

7.3 Critical Path Schedule - The RFP requires the Design-Builder to complete the Project within a certain number of Working Days. The Design-Builder shall include a summary level critical path method (CPM) schedule in the form of a bar chart that identifies all Project milestones set forth in this RFP, including its Attachments such as additional tasks or milestones, as well as all critical activities the Design-Builder anticipates performing and coordinating with others to complete the Project. The Design-Builder shall include

with the schedule a **narrative** explaining detailed procedures for ensuring all Project milestones are met. **Proposals** that show valid means to reduce the duration of the Project may be given favorable consideration if they demonstrate realistic activity durations and no increase in Project cost.

- 7.4 Challenges/Issues - **Identify** what your team believes to be the largest challenges associated with this Project. Describe how your team has overcome similar challenges on a previous Project your team has participated in. Proposals shall describe the Design-Builder's understanding of the design and technical issues involved in the Project, including those related to design review, value engineering, proposals, general contracting, schedule, site mobilization, constructability, construction sequencing, quality control, code compliance, and cost containment.
- 7.5 Describe any cost saving measures, not included in your proposal that the City of San Diego Team should consider, and the Design-Builder is willing to implement. For each recommendation, the percentage of your price proposal or time would be saved.
- 7.6 Community Outreach and Public Relations Program - The Design-Builder shall describe its general approach to building relations between the Design-Builder and the community, including how the Design-Builder will provide effective public information and respond to public concerns. The Design-Builder shall work cooperatively with the City's team and creatively integrate the needs of the community into the design of the Project.
- 7.7 Community Coordination – Due to the summer moratoriums, how do you plan to phase the project and keep the community informed?
- 7.8 Staging Area and project cleanup – What is your plan for staging area and project cleanup (during construction and moratorium phases) to minimize residents and visitors concerns?
- 7.9 Residents and Visitors – how will traffic and bus stops be impacted? How will you minimize the impacts?
- 7.10 Construction mitigation plan to minimize impacts to local businesses (i.e. impacts the business access and parking)

Total Points: 100

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

8. Review of Technical Proposal

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

8.2. Presentations will not be required.

9. Final Selection Based on Adjusted Low Proposal

9.1. The ranking of each Design-Builder during the Technical Proposal review will serve as the divisor of the Price Proposal and determine the weighted price.

9.2. Following review of the Technical Proposal 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

Total Price for Design-Build Proposal (Items 1 through Item 3, inclusive):, amount written in words:

Eight Million Four Hundred Twenty-seven Thousand Dollars and NO/cents

Design-Builder: TC Construction Company Inc.

Title: President

Signature: 

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

Terry Cameron, CEO

Darren Tharp, Vice President

Austin Cameron, President

Jack Gieffels, Secretary-Treasurer

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.

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal alone.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone
- 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**.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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	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.#100</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	Civil Engineer, CA #38217	Civil Engineering, Survey	\$333,000	OBE	N/A	
Name: <u>Global Environmental Network</u> Address: <u>PO Box 8038</u> City: <u>Fountain Valley</u> State: <u>CA</u> Zip: <u>92728</u> Phone: <u>714-479-1199</u> Email: <u>Mhorner@safetygeni.com</u>	Designer	N/A	Water Pollution Control Plan	\$6,500	DVBE	CADoGS	

ⓐ 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.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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	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>Landmark Consulting</u> Address: <u>9555 Genesee Ave., Suite 200</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>858-521-8070</u> Email: <u>Mark@lmco.net</u>	Designer	977786	ADA Compliance	\$17,500	SLBE	City	
Name: <u>Hudson Safe-T-Lite Rentals</u> Address: <u>777 Gable Way</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92022</u> Phone: <u>619-441-3644</u> Email: <u>Georgina@hudsonsafelite.com</u>	Designer	788289	Traffic Control Plans	\$6,500	SLBE	City	

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.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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	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: VO Engineering, Inc. Address: 13230 Evening Creek Dr., Ste 207 City: San Diego State: CA Zip: 92128 Phone: 858-391-8530 Email: nick.tracy@vo-eng.com	Designer	Geotechnical Engineer, CA 2578	Geotechnical Engineering	\$18,000	SLBE	City	
Name: Photo Geodetic Corporation Address: 1161 E. Main St., Ste 102 City: El Cajon State: CA Zip: 92021 Phone: 619-631-1366 Email: ming@photogeodetic.com	Designer	N/A	Aerial Mapping	\$19,000	ELBE	City	

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.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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	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: Vic Salazar Enterprises Address: 2247 Indigo Dr. City: El Cajon State: CA Zip: 92019 Phone: 619-517-4744 Email: vic@vicsalazar.com	Constructor	N/A	Community Liaison	\$30,000	ELBE	City	
Name: RAP Engineering, Inc. Address: 503 E. Mission Road City: San Marcos State: CA Zip: 92069 Phone: 760-233-2980 Email: cburgin@rapenginc.com	Constructor	880956	AC Paving	\$1,196,492	SLBE	City	

ⓐ 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.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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	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>Miramar General Engineering</u> Address: <u>8400 Miramar Rd., Suite 22A</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92126</u> Phone: <u>858-663-4933</u> Email: <u>Alex@MiramarGeneral.com</u>	Constructor	1009541	Concrete Flatwork	\$105,775	ELBE	City	
Name: <u>Southwest Traffic Signal Service</u> Address: <u>397 Raleigh Ave.</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>619-442-3343</u> Email: <u>jcress@southwestsignal.com</u>	Constructor	451115	Traffic Loops & Push Buttons	\$100,414	SLBE	City	

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.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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	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: American Asphalt South, Inc. Address: PO Box 310036 City: Fontana State: CA Zip: 92331 Phone: 909-427-8276 Email: lyles@americanasphaltsouth.com	Constructor	784969	Slurry Seal	\$125,625	OBE	N/A	
Name: Payco Specialties, Inc. Address: 120 North 2nd Ave. City: Chula Vista State: CA Zip: 91910 Phone: 619-422-9204 Email: Dora@payco.biz	Constructor	298637	Striping	\$40,899	SLBE	City	

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.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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	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>Sapphire Electric, Inc.</u> Address: <u>1948 Don Lee Pl, Suite 1</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-796-4001</u> Email: <u>Breid@sapphireelectric.com</u>	Constructor	809701	Electrical & Instrumentation	\$69,540	ELBE	City	
Name: <u>REC Trucking, Inc.</u> Address: <u>1128 2nd Ave.</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91911</u> Phone: <u>619-946-4638</u> Email: <u>rectrucking.inc@gmail.com</u>	Constructor	N/A	Trucking	\$168,040	ELBE	City	

ⓐ 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.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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, W_oSB, 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	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, W _o SB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>California Boring, Inc.</u> Address: <u>3030 E. Coronado St.</u> City: <u>Anaheim</u> State: <u>CA</u> Zip: <u>92806</u> Phone: <u>714-632-1596</u> Email: <u>tyler@calboring.com</u>	Constructor	926968	Directional Drilling	\$45,000	OBE	N/A	
Name: <u>Loveless & Linton Consulting</u> Address: <u>1421 W. Lewis St.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92103</u> Phone: <u>619-922-0718</u> Email: <u>rebekah@loveless-linton.com</u>	Constructor	N/A	Environmental Mitigation & Monitoring	\$28,400	SLBE	City	

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	W _o SB	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.

ATTACHMENT I

CERTIFICATIONS AND FORMS

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

Design-Build Proposal

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 **La Jolla Scenic Drive Pipeline Design - Build Contract**.
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

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

Dated: April 12, 2016

The Design-Builder: TC Construction Company Inc.

By: Austin Cameron 
(Signature)

Title: President

PRICE PROPOSAL FORMS

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

For credit calculations for City-funded contracts, see Chapter 11 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	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: Draves Pipeline Address: PO Box 1051 City: Bonsall State: CA Zip: 92003 Phone: 760-728-7094 Email: dale@dravespipeline.com	Materials	\$572,400	Yes	No	DVBE	CADoGS
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.

MACC Request for Proposal (Rev. Feb. 2016)

Form Title: Design-Build Named Equipment/Material Supplier List to Be Included in the Price Proposal Only

Form Number: AA25

La Jolla Scenic Drive Pipeline

ATTACHMENT I

CERTIFICATIONS AND FORMS

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

Design-Build Proposal

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 **La Jolla Scenic Drive Pipeline Design - Build Contract**.

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

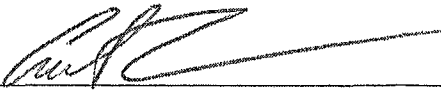
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract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

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

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

Dated: April 12, 2016

The Design-Builder: TC Construction Company Inc.

By: Austin Cameron 
(Signature)

Title: President

Price Proposal



MACC Task Order No. 01

La Jolla Scenic Drive Pipeline



Submitted by

TC Construction Co.
10540 Prospect Avenue
Santee, CA 92071
619.448.4560



In partnership with

Michael Baker

INTERNATIONAL

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
1	541330	Engineering and Design Services	1	D	LS	 	\$ 402,000.00
2	237110	Field Construction	1		LS	 	\$ 7,690,000.00
3		City Contingency	1		AL	 	\$335,000.00
TOTAL FOR PROPOSAL (ITEMS NO 1 THROUGH 3 INCLUSIVE)							\$ 8,427,000.00

* Design Element (For City Use)

PRICE PROPOSAL FORMS

Total Price for Design-Build Proposal (Items 1 through Item 3, inclusive):, amount written in words:

Eight Million Four Hundred Twenty-seven Thousand Dollars and NO/cents

Design-Builder: TC Construction Company Inc.

Title: President

Signature: 

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

Terry Cameron, CEO

Darren Tharp, Vice President

Austin Cameron, President

Jack Gieffels, Secretary-Treasurer

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.

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal alone.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone
- 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**.

ATTACHMENT I

CERTIFICATIONS AND FORMS

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

Design-Build Proposal

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 **La Jolla Scenic Drive Pipeline Design - Build Contract**.

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

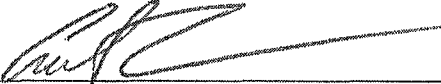
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract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

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

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

Dated: April 12, 2016

The Design-Builder: TC Construction Company Inc.

By: Austin Cameron 
(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:

- (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 _____

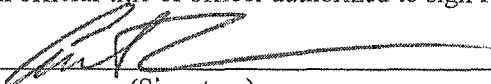
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted TC Construction Company Inc.

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



(Signature)

Austin Cameron

(Printed Name)

President

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 10540 Prospect Ave.

(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, C-21

LICENSE NO. 402459 EXPIRES 4-30-17

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

1000003132

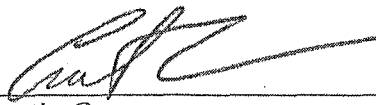
This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): 

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
Austin Cameron

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

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

(NOTARIAL SEAL)

"SEE attached"

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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.

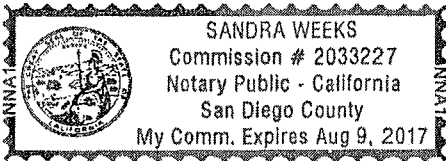
State of California
 County of San Diego

Subscribed and sworn to (or affirmed) before me
 on this 11th day of April, 2016,
 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

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is 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: Bid Proposal Document Date: _____

Number of Pages: 1 Signer(s) Other Than Named Above: N/A

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

State of California)
County of San Diego) ss.

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

Signed: Austin Cameron 

Title: President

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public
(SEAL)

“
SEE
attached”

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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.

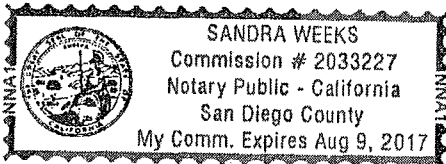
State of California
 County of San Diego

Subscribed and sworn to (or affirmed) before me
 on this 11th day of April, 2016
 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

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is 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: Non Collusion Affidavit Document Date: _____

Number of Pages: 1 Signer(s) Other Than Named Above: N/A

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 7-13.3, "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

AMERICAN 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 American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American 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 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONFLICT OF INTEREST CERTIFICATION

FORM CIQ

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

OFFICE USE ONLY

Date Received

TC Construction Company Inc.

Contractor Name

Signature of Authorized Representative

Austin Cameron, President

Printed/Typed Name

4-12-16

Date

WORK FORCE REPORT – Page 2

NAME OF FIRM: TC CONSTRUCTION COMPANY INC

DATE: 3/28/2016

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, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	Black		Hispanic		Asian		American Indian		Filipino		White		Other	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management & Financial				1							7			
Professional			3	1							7	3		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support				1								7		
Services														
Crafts			4								7			
Operative Workers	2		2					1			13			
Transportation														
Laborers*			3								1	1		

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2		12	1	2			1			35	11		
--------------------	---	--	----	---	---	--	--	---	--	--	----	----	--	--

Grand Total All Employees

64

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: T C Construction Company, Inc.

DATE: 3/28/16

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, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters	1		5								4			
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers	2		27								17		1	
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers			4								13			
Glaziers														
Helpers; Construction Trade	2		12		1						4			
Millwrights														
Misc. Const. Equipment Operators	1		36				1				19			
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters			23								15			
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers			2										1	
Workers, Extractive Crafts, Miners														
Totals Each Column	6		109		1		1				72		2	
Grand Total All Employees	191													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														

California Certification Report

24765 - GLOBAL ENVIRONMENTAL NETWORK INC - SB | DVBE

Legal Business Name	GLOBAL ENVIRONMENTAL NETWORK INC		
Doing Business As	GLOBAL ENVIRONMENTAL NETWORK INC		
Address	P O BOX 8068	Phone	(714) 479-1199
	FOUNTAIN VALLEY, CA 92728	FAX	(714) 479-0809
Email	Mhorner@safetygeni.com		
Web Page	http://www.my-dvbe.com		
Active Certifications	SB Feb 27, 2014 - Feb 28, 2018		
	DVBE Feb 27, 2014 - Feb 28, 2018		
Business Types	Construction; Service; Non-Manufacturer;		
Classifications	[221015] Earth moving machinery		
	[221016] Paving equipment		
	[221017] Heavy equipment components		
	[221018] Aerial lifts		
	[221019] Building construction machinery and accessories		
	[221020] Building demolition machinery and equipment		
	[321518] Safety control devices		
	[411126] Hygiene monitoring and testing equipment		
	[422715] Respiratory monitoring products		
	[423015] Aids for medical training		
	[432325] Educational or reference software		
	[461615] Traffic control		
	[461616] Water safety		
	[461815] Safety apparel		
	[461816] Safety footwear		
	[461817] Face and head protection		
	[461823] Fall protection and rescue equipment		
	[461824] Decontamination aids and safety cleaning equipment		
	[551217] Signage		
	[721517] Safety and security system installation services		
	[771015] Environmental impact assessment		
	[771016] Environmental planning		
	[771017] Environmental advisory services		
	[771018] Environmental auditing		
	[771115] Environmental safety services		
	[771215] Air pollution		
	[771216] Soil pollution		
[771217] Water pollution			
[771315] Oil pollution			
[771316] Noise pollution			
[771317] Toxic substances pollution			
[801015] Business and corporate management consultation services			
[801115] Human resource development			
[801116] Temporary personnel services			
[811015] Civil engineering			

	[811022] Transportation engineering
	[861018] In service training and manpower development
Keywords	Safety training Traffic equipment Rental SWPPP WPCP WQMP NPDES Engineer Erosion Asbestos Lead Construction Environmental CIH Hygienist Lab Water Soil Air monitoring Geologist PE Crane Backhoe Forklift Drilling Emergency HAZMAT QSP QSD CPESC, CESSWI OSHA B

You entered as Public User. [Log In](#)

City of San Diego

Company Search

City_of_San_Diego News & Events

City_of_San_Diego Workshops

Landmark Consulting

Company Information

Name: Landmark Consulting
 Phone: 858-587-8070 x102
 Fax:
 URL: www.lmco.net
 Market Area:
 Business Unit:
 Date Established: 09/27/1997
 No. of Employees: 19
 Race/Ethnicity:
 Gender:

Contact Information

Name: Rona Deanne-Soler
 Phone: 858-587-8070 x102
 Email: kelly@lmco.net
 Primary Address: 9555 Genesee Avenue, Suite 200, San Diego, CA, 92121

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
City_of_San_Diego	SLBE	09/13/2015	09/08/2015	09/13/2017

Product/Service Description: Professional Services

Industries and Services Information

Industry	Service/Product
541 Professional, Scientific and Technical Services	541330 Engineering Services
541 Professional, Scientific and Technical Services	541340 Drafting Services
541 Professional, Scientific and Technical Services	541370 Surveying and Mapping (except Geophysical) Services
906 ARCHITECTURAL SERVICES, PROFESSIONAL	90666 Planning, Site (Installation and Project)
907 ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL	90738 Drafting Services
907 ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL	90779 Surveying Services (Not Aerial or Research)
918 CONSULTING SERVICES	91800 CONSULTING SERVICES
918 CONSULTING SERVICES	91812 Analytical Studies and Surveys (Consulting)
918 CONSULTING SERVICES	91842 Engineering Consulting
918 CONSULTING SERVICES	91889 Real Estate/Land Consulting (Including Land Survey Consulting)
918 CONSULTING SERVICES	91892 Urban Planning Consulting
925 ENGINEERING SERVICES, PROFESSIONAL	92500 ENGINEERING SERVICES, PROFESSIONAL
961 MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)	96143 Hydrological and Oceanography Services
961 MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)	96164 Satellite Global Information Positioning System Services
961 MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)	96194 Zoning, Land Use Studies
962 MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)	96252 Mapping Services (Including Cartography and Surveying Services, Not Aerial)(See 920-33 for Digitized Mapping Services) and 905-10 for Aerial Mapping and Survey Services)
968 PUBLIC WORKS AND RELATED SERVICES	96800 PUBLIC WORKS AND RELATED SERVICES
968 PUBLIC WORKS AND RELATED SERVICES	96866 Right of Way Services (Including Title, Appraisal, Negotiation, Closing, Relocation, Condemnation, etc.)

<< Back to Company Search

PrismCompliance.com © 2004-2015



You entered as Public User. [Log In](#)

City of San Diego

Robcar Corporation

Company Search

[City_of_San_Diego News & Events](#)

[City_of_San_Diego Workshops](#)

Company Information

Name: Robcar Corporation
 Phone: 619-441-3644
 Fax: 619-441-3652
 URL: www.hudsonsafetelite.com
 Market Area:
 Business Unit:
 Date Established:
 No. of Employees: 30
 Race/Ethnicity: Caucasian American
 Gender: Female

Contact Information

Name: Georgina A. Eichhorst
 Phone: 619-441-3644
 Email: Georgina@hudsonsafetelite.com
 Primary Address: 777 Gable Way, El Cajon, CA, 92020

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
City_of_San_Diego	SLBE	01/18/2015	12/22/2014	01/18/2017
CPUC	WBE	09/16/2010	Unknown	10/25/2016

Product/Service Description: Set-up, maintenance, take down of traffic control devices for roadway construction

Industries and Services Information

Industry	Service/Product
237 Heavy and Civil Engineering Construction	237310 Highway, Street, and Bridge Construction
332 Fabricated Metal Product Manufacturing	332999 All Other Miscellaneous Fabricated Metal Product Manufacturing
339 Miscellaneous Manufacturing	339950 Sign Manufacturing
423 Merchant Wholesalers, Durable Goods	423990 Other Miscellaneous Durable Goods Merchant Wholesalers
561 Administrative and Support Services	561990 All Other Support Services
801 SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES	80100 SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES
962 MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)	96279 Sign Making Services
968 PUBLIC WORKS AND RELATED SERVICES	96880 Traffic Sign Installation and/or Removal Services
968 PUBLIC WORKS AND RELATED SERVICES	96884 Traffic Control Services (To Include Placement and Removal of Control Devices)

<< Back to Company Search

PrismCompliance.com © 2004-2015



You entered as Public User. [Log In](#)

City of San Diego

Company Search

City_of_San_Diego News & Events

City_of_San_Diego Workshops

VO Engineering

Company Information

Name: VO Engineering
 Phone: 858-391-8530
 Fax:
 URL: www.voengineeringinc.com
 Market Area:
 Business Unit:
 Date Established:
 No. of Employees: 11
 Race/Ethnicity: Caucasian American
 Gender: Male

Contact Information
 Name: Nicholas Tracy
 Phone: 858-391-8530
 Email: nick.tracy@vo-eng.com
 Primary Address: 13230 Evening Creek Drive, Suite 207, San Diego, CA, 92128

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
City_of_San_Diego	SLBE	05/18/2015	05/18/2015	05/18/2017

VO Engineering Inc provides traditional geotechnical consultation as well as structure
 Product/Service Description: foundation system design, forensic investigations, natural slope assesments, pavement
 studies and other specialized services

Industries and Services Information

Industry	Service/Product
541 Professional, Scientific and Technical Services	541330 Engineering Services
541 Professional, Scientific and Technical Services	541360 Geophysical Surveying and Mapping Services

[<< Back to Company Search](#)

PrismCompliance.com © 2004-2015



You entered as Public User. [Log In](#)

City of San Diego

Company Search

City_of_San_Diego **DRMG**
News & Events

City_of_San_Diego
Workshops

Photo Geodetic Corporation

Company Information

Name: Photo Geodetic Corporation
 Phone: 619-631-1366
 Fax: 619-631-1375
 URL: www.photogeodetic.com
 Market Area:
 Business Unit:
 Date Established:
 No. of Employees: 7
 Race/Ethnicity: Caucasian American
 Gender: Male

Contact Information

Name: Michael G. Ing, Sr.
 Phone: 619-631-1366
 Email: ming@photogeodetic.com
 Primary Address: 1161 E. Main Street, Suite 102, El Cajon, CA, 92021

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
City_of_San_Diego	ELBE	07/23/2015	07/23/2015	07/23/2017

Product/Service Description: Topographic mapping and digital orthophoto from provided aerial photography

Industries and Services Information

Industry	Service/Product
541 Professional, Scientific and Technical Services	541370 Surveying and Mapping (except Geophysical) Services

<< Back to Company Search



PrismCompliance.com © 2004-2015

You entered as Public User. [Log In](#)

City of San Diego

Company Search

City_of_San_Diego News & Events

City_of_San_Diego Workshops

Vic Salazar Enterprises, LLC

Company Information

Name: Vic Salazar Enterprises, LLC
 Phone: 619- 517-4744
 Fax: 619-334-4156
 URL: www.vicsalazar.com
 Market Area:
 Business Unit:
 Date Established:
 No. of Employees: 1
 Race/Ethnicity: Latino American
 Gender: Male

Contact Information

Name: Vic Salazar
 Phone: 619-517-4744
 Email: vic@vicsalazar.com
 Primary Address: 2247 Indigo Drive, El Cajon, CA, 92019

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
CalTrans	DBE	Unknown	Unknown	01/01/2050
City_of_San_Diego	ELBE	12/03/2014	12/03/2014	12/03/2016
CPUC	MBE	Unknown	Unknown	11/10/2017

Product/Service Description: Community outreach, public relations, video production, event planning, marketing

Industries and Services Information

Industry	Service/Product
512 Motion Picture and Sound Recording Industries	512110 Motion Picture and Video Production
541 Professional, Scientific and Technical Services	541813 Marketing Consulting Services
541 Professional, Scientific and Technical Services	541820 Public Relations Agencies
711 Performing Arts, Spectator Sports, and Related Industries	711320 Promoters of Performing Arts, Sports, and Similar Events without Facilities

<< Back to Company Search

PrismCompliance.com © 2004-2015



You entered as Public User. [Log In](#)

City of San Diego

RAP Engineering, Inc.

Company Search

City_of_San_Diego News & Events

City_of_San_Diego Workshops

Company Information

Name: RAP Engineering, Inc.
 Phone: 760-233-2980
 Fax: 760-233-2980
 URL:
 Market Area:
 Business Unit:
 Date Established:
 No. of Employees: 22
 Race/Ethnicity: Latino American
 Gender: Male

Contact Information

Name: Robert Perez
 Phone: 760-233-2980
 Email: rperez@rapenginc.com
 Primary Address: 503 E. Mission Rd., San Marcos, CA, 92069

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
CalTrans	DBE	08/30/2012	Unknown	06/23/2050
City_of_San_Diego	SLBE	06/23/2014	Unknown	06/23/2016
CalTrans	SMBE	09/25/2012	Unknown	10/01/2050

Product/Service Description: Construction

Industries and Services Information

Industry	Service/Product
237 Heavy and Civil Engineering Construction	237310 Highway, Street, and Bridge Construction
755 ROAD AND HIGHWAY ASPHALT AND CONCRETE HANDLING AND PROCESSING EQUIPMENT	75500 ROAD AND HIGHWAY ASPHALT AND CONCRETE HANDLING AND PROCESSING EQUIPMENT
913 CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)	91384 Paving/Resurfacing, Alley and Parking Lot
913 CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)	91399 Paving/Resurfacing, Street (Major and Residential)

<< Back to Company Search

PrismCompliance.com © 2004-2015



You entered as Public User. [Log In](#)

City of San Diego

Company Search

City_of_San_Diego News & Events

City_of_San_Diego Workshops

MIRAMAR GENERAL ENGINEERING

Company Information

Name: MIRAMAR GENERAL ENGINEERING
 Phone: 858-663-4933
 Fax: 858-408-7191
 URL: www.MiramarGeneral.com
 Market Area:
 Business Unit:
 Date Established:
 No. of Employees: 3
 Race/Ethnicity:
 Gender:

Contact Information

Name: Alex Karaja
 Phone: 858-663-4933
 Email: Alex@MiramarGeneral.com
 Primary Address: 8400 Miramar Rd Suite 22A, San Diego, CA, 92126

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
City_of_San_Diego	ELBE	03/10/2016	Unknown	03/10/2018

Product/Service Description: Construction General Services Professional Services

Industries and Services Information

Industry	Service/Product
237 Heavy and Civil Engineering Construction	237110 Water and Sewer Line and Related Structures Construction
541 Professional, Scientific and Technical Services	541330 Engineering Services
755 ROAD AND HIGHWAY ASPHALT AND CONCRETE HANDLING AND PROCESSING EQUIPMENT	75500 ROAD AND HIGHWAY ASPHALT AND CONCRETE HANDLING AND PROCESSING EQUIPMENT
906 ARCHITECTURAL SERVICES, PROFESSIONAL	90646 Highways; Streets; Airport Pay-Parking Lots - Architectural
912 CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR SERVICES)	91240 Demolition Services
913 CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)	91336 Construction, Parking Lot and Alley
913 CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)	91382 Maintenance and Repair, Sidewalk and Driveway (including Removal)
914 CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)	91430 Concrete
918 CONSULTING SERVICES	91842 Engineering Consulting
961 MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)	96154 Milling Services: Asphalt, Grain, Cottonseed, Vegetable, Wood, etc.
968 PUBLIC WORKS AND RELATED SERVICES	96873 Storm Drain Cleaning, Repair, and Sludge Removal Services
988 ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	98832 Grading (Of Parking Lots, etc. - Not Road Building)

[<< Back to Company Search](#)



PrismCompliance.com © 2004-2015

You entered as Public User. [Log In](#)

City of San Diego

Southwest Traffic Signal Service

Company Information

Name: Southwest Traffic Signal Service
Phone: 619-442-3343
Fax: 619-442-4708
URL: www.southwestsignal.com
Market Area:
Business Unit:
Date Established:
No. of Employees: 11
Race/Ethnicity: Caucasian American
Gender: Male

Contact Information
Name: Vernor B. Cress
Phone: 619-442-3343
Email: jcress@southwestsignal.com
Primary Address: 397 Raleigh Avenue, El Cajon, CA,

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
City_of_San_Diego	ELBE	07/14/2014	07/14/2014	07/14/2016
City_of_San_Diego	SLBE	07/14/2014	07/14/2014	07/14/2016

Product/Service Description: Installation and maintenance of traffic signals and street lights

Industries and Services Information

Industry	Service/Product
238 Specialty Trade Contractors	238210 Electrical Contractors and Other Wiring Installation Contractors

<< Back to Company Search

[City_of_San_Diego News & Events](#)

[City_of_San_Diego Workshops](#)



PrismCompliance.com © 2004-2015

You entered as Public User. [Log In](#)

City of San Diego

Payco Specialties Inc.

Company Search

City_of_San_Diego News & Events

City_of_San_Diego Workshops

Company Information

Name: Payco Specialties Inc.
 Phone: 619-422-9204
 Fax: 619-422-1404
 URL: www.payco.biz
 Market Area:
 Business Unit:
 Date Established:
 No. of Employees: 19
 Race/Ethnicity: Caucasian American
 Gender: Female

Contact Information

Name: Bill Taylor
 Phone: 619-422-9204
 Email: bill@payco.biz
 Primary Address: 120 North 2nd Avenue, Chula Vista, CA, 91910

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
CalTrans	DBE	Unknown	Unknown	12/04/2050
City_of_San_Diego	SLBE	12/04/2015	12/04/2015	12/04/2017
CalTrans	SWBE	Unknown	Unknown	12/04/2099
CPUC	WBE	Unknown	Unknown	01/15/2017

Product/Service Description: Construction

Industries and Services Information

Industry	Service/Product
237 Heavy and Civil Engineering Construction	237310 Highway, Street, and Bridge Construction
238 Specialty Trade Contractors	238990 All Other Specialty Trade Contractors
550 MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES	55000 MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES
745 ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)	74500 ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC)
765 ROAD AND HIGHWAY EQUIPMENT (EXCEPT EQUIPMENT IN CLASSES 755 AND 760)	76500 ROAD AND HIGHWAY EQUIPMENT (EXCEPT EQUIPMENT IN CLASSES 755 AND 760)
801 SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES	80100 SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES
913 CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)	91396 Paving/Resurfacing, Street (Major and Residential)
968 PUBLIC WORKS AND RELATED SERVICES	96867 Sandblasting Services (See 910-83 for Sandblasting of Buildings)
968 PUBLIC WORKS AND RELATED SERVICES	96880 Traffic Sign Installation and/or Removal Services

<< Back to Company Search

PrismCompliance.com © 2004-2015



You entered as Public User. [Log In](#)

City of San Diego

Company Search

City_of_San_Diego (New!)
News & Events

City_of_San_Diego
Workshops

Sapphire Electric, Inc.

Company Information

Name: Sapphire Electric, Inc.
 Phone: 760-796-4001
 Fax: 760-796-4020
 URL:
 Market Area:
 Business Unit:
 Date Established:
 No. of Employees: 6
 Race/Ethnicity: Caucasian American
 Gender: Male

Contact Information

Name: Bart Reid
 Phone: 760-796-4001
 Email: Breid@sapphireelectric.com
 Primary Address: 1948 Don Lee Place, Suite 1, Escondido, CA, 92029

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
City_of_San_Diego	ELBE	07/22/2015	07/22/2015	07/22/2017

Product/Service Description: ELECTRICAL PROJECTS, INSTRUMENTATION, CONTROLS AND PANEL FABRICATION

Industries and Services Information

Industry	Service/Product
238 Specialty Trade Contractors	238210 Electrical Contractors and Other Wiring Installation Contractors

<< Back to Company Search



PrismCompliance.com © 2004-2015

You entered as Public User. [Log In](#)

City of San Diego

Rectrucking Inc

Company Information

Name: Rectrucking Inc
 Phone: 619-946-4638
 Fax: 619-946-4654
 URL:
 Market Area:
 Business Unit:
 Date Established: 01/11/2011
 No. of Employees: 2
 Race/Ethnicity: Latino American
 Gender: Male

Contact Information

Name: Rafael teran
 Phone: 619-946-4638
 Email: rectrucking,inc@gmail.com
 Primary Address: 1128 2nd ave, Chula vista, CA, 91911

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
City_of_San_Diego	ELBE	12/31/2015	Unknown	12/31/2017

Product/Service Description: Supplier

Industries and Services Information

Industry	Service/Product
150 BUILDER'S SUPPLIES	15000 BUILDER'S SUPPLIES
755 ROAD AND HIGHWAY ASPHALT AND CONCRETE HANDLING AND PROCESSING EQUIPMENT	75500 ROAD AND HIGHWAY ASPHALT AND CONCRETE HANDLING AND PROCESSING EQUIPMENT
918 CONSULTING SERVICES	91896 Transportation Consulting
958 MANAGEMENT SERVICES	95841 Fleet Management Services
962 MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)	96238 Hauling Services

<< Back to Company Search

Company Search

City_of_San_Diego News & Events

City_of_San_Diego Workshops



PrismCompliance.com © 2004-2015

You entered as Public User. [Log In](#)

City of San Diego

Loveless & Linton Consulting-Archaeological

Company Information

Name: Loveless & Linton Consulting-Archaeological
 Phone: 619-922-0718
 Fax:
 URL:
 Market Area:
 Business Unit:
 Date Established:
 No. of Employees: 0
 Race/Ethnicity: Caucasian American
 Gender: Female

Contact Information

Name: Rebekah Loveless
 Phone: 619-922-0718
 Email: rebekah@loveless-linton.com
 Primary Address: 1421 W Lewis Street, San Diego, CA, 92103

Certification Information

Agency	Certificate Type	Issued Date	Recertification Date	Expiration Date
State of California Dept. of Gen Services	Micro	09/17/2013	Unknown	09/30/2017
City_of_San_Diego	SLBE	07/15/2014	Unknown	07/15/2016
CPUC	WBE	03/12/2014	Unknown	03/12/2017

Product/Service Description: General Services Professional Services

Industries and Services Information

Industry	Service/Product
115 Support Activities for Agriculture and Forestry	115310 Support Activities for Forestry
641 Professional, Scientific and Technical Services	541620 Environmental Consulting Services
541 Professional, Scientific and Technical Services	541690 Other Scientific and Technical Consulting Services
541 Professional, Scientific and Technical Services	541720 Research and Development in the Social Sciences and Humanities
541 Professional, Scientific and Technical Services	541990 All Other Professional, Scientific, and Technical Services
712 Museums, Historical Sites, and Similar Institutions	712120 Historical Sites
918 CONSULTING SERVICES	91800 CONSULTING SERVICES
918 CONSULTING SERVICES	91816 Archeological Consulting
918 CONSULTING SERVICES	91838 Education and Training Consulting
918 CONSULTING SERVICES	91843 Environmental Consulting
924 EDUCATIONAL/TRAINING SERVICES	92400 EDUCATIONAL/TRAINING SERVICES
947 FORESTRY SERVICES	94700 FORESTRY SERVICES
961 MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)	96132 Environmental Impact Studies
962 MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)	96207 Arts Services (Cultural, Design, Visual, etc.)

<< Back to Company Search

Company Search

City_of_San_Diego (News & Events)

City_of_San_Diego (Workshops)



PrismCompliance.com © 2004-2015

California Certification Report

45 - DRAVES PIPELINE - MB | DVBE

Legal Business Name	DRAVES PIPELINE		
Doing Business As	DRAVES PIPELINE		
Address	P O BOX 1051	Phone	(760) 728-7094
	BONSALL, CA 92003	FAX	(760) 728-0086
Email	dale@dravespipeline.com		
Web Page	http://www.dravespipeline.com		
Active Certifications	SB (micro) Jun 3, 2013 - Jun 30, 2017		
	DVBE Jun 5, 2013 - Jun 30, 2017		
Business Types	Service; Non-Manufacturer;		
Classifications	[221017] Heavy equipment components		
	[221019] Building construction machinery and accessories		
	[301036] Structural products		
	[301217] Road and railroad construction materials		
	[401416] Valves		
	[401423] Pipe fittings		
	[401424] Pipe flanges		
Keywords	[401700] Pipe piping and pipe fittings		
	heavy construction equipment rental leasing n.e.c. truck without drivers construction material sales lumber other bldg. materials dealers pipe sales pipe fittings valves plumbing supplies site utilities sewer water storm drain conduit dry utilities pump Fe		

CONFLICT OF INTEREST CERTIFICATION

FORM CIQ

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.


A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

OFFICE USE ONLY

Date Received

El Cajon Grading & Engineering Co., Inc.

Contractor Name


Signature of Authorized Representative

William C. Young, President

Printed/Typed Name

April 11, 2016

Date

PRICE PROPOSAL FORMS

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

For credit calculations for City-funded contracts, see Chapter 11 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Draves Pipeline</u> Address: <u>PO Box 1051</u> City: <u>Bonsall</u> State: <u>CA</u> Zip: <u>92003</u> Phone: <u>760-728-7094</u> Email: <u>dale@dravespipeline.com</u>	Materials	\$572,400	Yes	No	DVBE	CADoGS
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.

MACC Request for Proposal (Rev. Feb. 2016)

Form Title: Design-Build Named Equipment/Material Supplier List to Be Included in the Price Proposal Only

Form Number: AA25

La Jolla Scenic Drive Pipeline

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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	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: Michael Baker International Address: 9755 Clairemont Mesa Blvd.#100 City: San Diego State: CA Zip: 92124 Phone: 858-614-5000 Email: jharris@mbakerintl.com	Designer	Civil Engineer, CA #38217	Civil Engineering, Survey	\$333,000	OBE	N/A	
Name: Global Environmental Network Address: PO Box 8038 City: Fountain Valley State: CA Zip: 92728 Phone: 714-479-1199 Email: Mhorner@safetygeni.com	Designer	N/A	Water Pollution Control Plan	\$6,500	DVBE	CADoGS	

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 IN 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	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: Landmark Consulting Address: 9555 Genesee Ave., Suite 200 City: San Diego State: CA Zip: 92121 Phone: 858-521-8070 Email: Mark@lmco.net	Designer	977786	ADA Compliance	\$17,500	SLBE	City	
Name: Hudson Safe-T-Lite Rentals Address: 777 Gable Way City: El Cajon State: CA Zip: 92022 Phone: 619-441-3644 Email: Georgina@hudsonsafetelite.com	Designer	788289	Traffic Control Plans	\$6,500	SLBE	City	

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.

PRICE PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN 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	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>VO Engineering, Inc.</u> Address: <u>13230 Evening Creek Dr., Ste207</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92128</u> Phone: <u>858-391-8530</u> Email: <u>nick.tracy@vo-eng.com</u>	Designer	Geotechnical Engineer, CA 2578	Geotechnical Engineering	\$18,000	SLBE	City	
Name: <u>Photo Geodetic Corporation</u> Address: <u>1161 E. Main St., Ste 102</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-631-1366</u> Email: <u>ming@photogeodetic.com</u>	Designer	N/A	Aerial Mapping	\$19,000	ELBE	City	

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 IN 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	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: Vic Salazar Enterprises Address: 2247 Indigo Dr. City: El Cajon State: CA Zip: 92019 Phone: 619-517-4744 Email: vic@vicsalazar.com	Constructor	N/A	Community Liaison	\$30,000	ELBE	City	
Name: RAP Engineering, Inc. Address: 503 E. Mission Road City: San Marcos State: CA Zip: 92069 Phone: 760-233-2980 Email: cburgin@rapenginc.com	Constructor	880956	AC Paving	\$1,196,492	SLBE	City	

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 IN 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	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>Miramar General Engineering</u> Address: <u>8400 Miramar Rd., Suite 22A</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92126</u> Phone: <u>858-663-4933</u> Email: <u>Alex@MiramarGeneral.com</u>	Constructor	1009541	Concrete Flatwork	\$105,775	ELBE	City	
Name: <u>Southwest Traffic Signal Service</u> Address: <u>397 Raleigh Ave.</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>619-442-3343</u> Email: <u>jcress@southwestsignal.com</u>	Constructor	451115	Traffic Loops & Push Buttons	\$100,414	SLBE	City	

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	SRMDC
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 IN 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	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: American Asphalt South, Inc. Address: PO Box 310036 City: Fontana State: CA Zip: 92331 Phone: 909-427-8276 Email: lyles@americanasphaltsouth.com	Constructor	784969	Slurry Seal	\$125,625	OBE	N/A	
Name: Payco Specialties, Inc. Address: 120 North 2nd Ave. City: Chula Vista State: CA Zip: 91910 Phone: 619-422-9204 Email: Dora@payco.biz	Constructor	298637	Striping	\$40,899	SLBE	City	

ⓐ 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 IN 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	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>Sapphire Electric, Inc.</u> Address: <u>1948 Don Lee Pl., Suite 1</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-796-4001</u> Email: <u>Breid@sapphireelectric.com</u>	Constructor	809701	Electrical & Instrumentation	\$69,540	ELBE	City	
Name: <u>REC Trucking, Inc.</u> Address: <u>1128 2nd Ave.</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91911</u> Phone: <u>619-946-4638</u> Email: <u>rectrucking.inc@gmail.com</u>	Constructor	N/A	Trucking	\$168,040	ELBE	City	

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 IN 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	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: California Boring, Inc. Address: 3030 E. Coronado St. City: Anaheim State: CA Zip: 92806 Phone: 714-632-1596 Email: tyler@calboring.com	Constructor	926968	Directional Drilling	\$45,000	OBE	N/A	
Name: Loveless & Linton Consulting Address: 1421 W. Lewis St. City: San Diego State: CA Zip: 92103 Phone: 619-922-0718 Email: rebekah@loveless-linton.com	Constructor	N/A	Environmental Mitigation & Monitoring	\$28,400	SLBE	City	

ⓐ 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.

PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND:

TC Construction Co, 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
Eight Million Four Hundred Twenty-Sen Thousand Dollars and .00/100 (\$8,427,000.00) for
the faithful performance of the annexed contract, and in the sum of Eight Million Four Hundred
Twenty-Sen Thousand Dollars and .00/100 (\$8,427,000.00) for the benefit of laborers and
materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **La Jolla Scenic Drive Pipeline**,
RFP Number **K-16-1414-MAC-3-C**, 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.

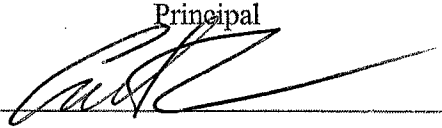
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Cont.)

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

Dated May 23, 2016

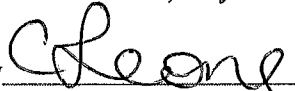
Approved as to Form

TC Constuction Company, Inc.
Principal

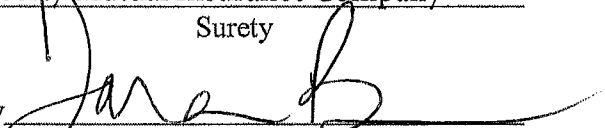
By 

AUSTIN CAMERON, PRESIDENT
Printed Name of Person Signing for Principal

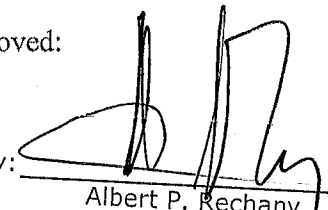
Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

Liberty Mutual Insurance Company
Surety

By 
Tara Bacon, Attorney-in-fact

Approved:

By: 
Albert P. Rechany
Deputy Director
Public Works Department

790 The City Drive, Suite 200
Local Address of Surety

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

(800) 763-9268
Local Telephone No. of Surety

Premium \$ 53,636.00

Bond No. 024067643

CALIFORNIA ALL-PURPOSE 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)

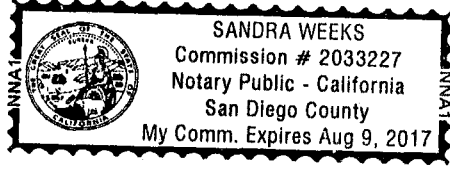
On May 27, 2016 before me, Sandra Weeks, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Sandra Weeks
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Performance Bond and Labor and Materials men
Title or Type of Document: Bond Document Date: _____
Number of Pages: 1 Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Austin Cameron
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: TC Construction Co. Inc.

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE 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 May 23, 2016 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 7239810

American Fire and Casualty Company
The Ohio Casualty Insurance Company

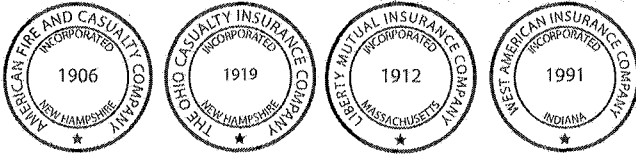
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Bradley R. Orr; Dale G. Harshaw; Geoffrey Shelton; John R. Qualin; Kyle King; 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 14th day of January, 2016.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of January, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
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 American Fire and Casualty Company, 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.

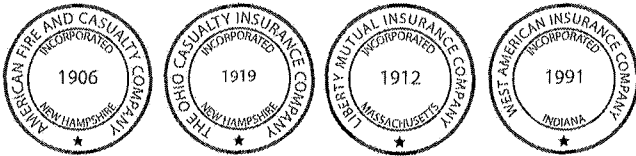
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 23rd day of May, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary


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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

State of California)
County of San Diego) ss.

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

Signed: Austin Cameron 

Title: President

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public
(SEAL)

" SEE attached "

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

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

Contractor Name: TC Construction Company Inc.

Certified By Austin Cameron Title President

Name



Signature

Date 4-12-16

USE ADDITIONAL FORMS AS NECESSARY

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 7-13.3, "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

AMERICAN 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 American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American 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 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

AFFIDAVIT OF DISPOSAL

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

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

La Jolla Scenic Drive Pipeline

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-1414-MAC-3-C**; SAP No. (WBS/IO/CC) **S-12009/B-15176**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION

Company Name: TC Construction Company Inc.	Contact Name: Austin Cameron
Company Address: 10540 Prospect Ave., Santee, CA 92071	Contact Phone: 619-448-4560 ext.117
	Contact Email: acameron@tcincsd.com

CONTRACT INFORMATION

Contract Title: MACC Task No. 1: La Jolla Scenic Drive Pipeline	Start Date: TBD
Contract Number (if no number, state location): K-16-1414-MAC-3-C	End Date: TBD

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

<u>Austin Cameron, President</u>		<u>4-12-16</u>
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

(Rev 02/15/2011)

ATTACHMENT J

MACC TASK ORDER DESIGN-BUILD AGREEMENT

MACC TASK ORDER AGREEMENT

This Design-Build agreement [Contract] is made and entered into this ____ day of __, 2016, by and between The City of San Diego [City], a municipal corporation, and TC Construction [Design-Builder], for the purpose of designing and constructing the **La Jolla Scenic Drive Pipeline** (Project) in the amount of Eight Million Four Hundred Twenty-Sen Thousand Dollars and .00/100 (\$8,427,000.00). 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-16-1414-MAC-3-C** for **La Jolla Scenic Drive Pipeline**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

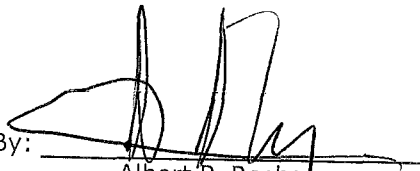
- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall 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 2015 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set

forth in the 2015 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in the General Provisions (A), section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

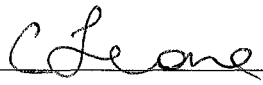
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: 
Albert P. Rechany
Deputy Director
Public Works Department

Jan I. Goldsmith, City Attorney

By: 

Print Name: Christine Leano
Deputy City Attorney

Date: 6/8/16

Date: 6/8/16

CONTRACTOR

By: 

Print Name: AUSTIN CAMERON

Title: PRESIDENT

Date: 5/27/2016

City of San Diego License No.: 81987004773

State Contractor's License No.: 402459

City of San Diego

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

ADDENDUM "1"

REQUEST FOR PROPOSAL (RFP)



FOR

MAC TASK NUMBER: 01

La Jolla Scenic Drive Pipeline

RFQ NO.:	1293
PROPOSAL NO.:	K-16-1414-MAC-3-C
SAP NO. (WBS/IO/CC):	S-12009 / B-15176
CLIENT DEPARTMENT:	2013 / 2011
COUNCIL DISTRICT:	1
PROJECT TYPE:	KB/JA

PROPOSAL DUE:

12:00 NOON
APRIL 12, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Page 21, Section 2.7.9 states that the scope of work includes "AC Overlay or Slurry Seal for all streets." The OCI Index Map provided with the RFP does not distinguish between streets requiring AC overlay or slurry seal, and also does not include condition reports for all portions of the project (portions of Fairway Drive and El Camino de Teatro not included). Please provide Proposed Resurfacing maps to clarify the paving scope.

A1. Design/Builder must determine this by site inspection and in accordance with the directions in the Final PE Report for all streets including missing sections. The preliminary data provided in the PREDESIGN OCI INDEX MAP shows all streets acceptable or fair, meaning slurry, except the missing sections.

Directions in the Final PE Report in bridging documents:

3.2.1 Street Resurfacing

It is the responsibility of the Design Project Manager to check with Street Division on the latest OCI index and street resurfacing recommendation prior to completing the design of the project. The following are guidelines/recommendations based on the current street OCI index and the scope of work:

1. If the street is rated "Fair or Acceptable" and construction only impacts the street with one trench, then trench cap, slurry & re-stripe as part of the project.
2. If the street is rated "Poor" and construction only impacts the street with one trench, then trench cap, and the Design PM will have to coordinate with Street Division to have Street Division pave the street after the project, as part of their contract.
3. If the project impacts the street with multiple utility trenches the project will resurface the street, regardless of the OCI index rating.

Q2. The pipeline footage listed in the Project Description (pg. 20 of RFP) does not match the footage shown in the Water Constraints Map of the Bridging Documents. Which portion of the RFP takes precedence?

A2. Neither, quantities are preliminary and approximate. 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, utilities, soils, hazardous wastes and geotechnical reports, etc., and shall verify the data and recommendations prior to including them in the Project design.

- Q3.** Attachment H – Price Forms (Pg. 155) does not contain a bid schedule. Please provide bid schedule breaking out construction and design costs.
- A3.** No paper bid schedule is required. Enter bids electronically only in Planetbid. Per 3/21/16 email from Clementina Giordano, Contract Specialist to all MACC teams, the City Contingency amount is \$335,000, which must be entered in the Planetbid form.
- Q4.** Page 6 of the RFP states that the bid will be submitted via electronic format (ebid). The link provided in the RFP and the Planet Bids website does not currently list the project. When will the project be uploaded to the ebid system?
- A4.** Use the following link:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=17950&BidID=25311>
- Q5.** The project description (Pg. 20, Attachment A) states, “Relocate an existing pressure regulating station (PRS) to an off-street location (under ex. Sidewalk, etc.)” The Pressure Regulator Figure 4.1 provided in the Bridging Documents shows an above ground PRS. Does the City want the relocated PRS installed above grade or below grade?
- A5.** Locate below grade if feasible in consultation with PUD Water Ops and other Stakeholders.
- Q6.** The “Constraints Map” provided in the Bridging Documents shows two “Right of Way Conflicts” for the project. When does the City anticipate having these conflicts resolved?
- A6.** "Right of Way Conflicts" typically means the pipe alignment is in an easement and will remain so.
- Q7.** Section 8.1 (Pg. 4) of the RFP states, “The Design-Builder must possess a Class A and C34 California State Contractor’s license.” The Basis for Qualification for this MACC required the contractor to have a Class A or Class C34 and C42 license (Section 9.1, Page 8 of MACC RFP). Please revise section 8.1 to show that a Class A or C34 California State Contractor’s license is required.
- A7.** Class A or C34 is correct.
- Q8.** What are the termination requirements for the 16” pipeline on County Club Drive? Is contractor to connect to existing 16” Cast iron piping coming off Reservoir as shown in Water Constraints map?

- A8.** Design per recommendations in the PE Report and in accordance with PUD Water design guide and standards. Design/builder shall determine this during design.
- Q9.** Will the City accept HDPE pipe for Horizontal Directional Drilling (HDD) pipe installation?
- A9.** As long as it is on the Approved Materials List (AML) for this purpose. Design/builder may apply to PUD to add unlisted materials to the AML. May be allowed for sewer now, but not water - Design/builder must verify this.
- Q10.** Will the connection at Soledad Reservoir be per the provided "Soledad PS Fig 4-3," and will the work shown on that document be included in the contract? Or is contractor to terminate piping in La Jolla Scenic Drive as shown in Water Constraints Map?
- A10.** This must be determined by the design process. The Design-Builder shall coordinate with the Soledad Pump Station Upgrades project and connect as determined by the Soledad Pump Station Upgrades design.
- Q11.** Page 59 Section 43.18. Design Builder shall coordinate with the Soledad Pump Station Upgrades project. Question: What is happening at the Soledad Pump Station project that would affect the installation of our new water main? Starting at Soledad Mountain Road there is an existing 16" line (approximately 1100 feet) to be abandoned. This line travels north through private residences and ends close to the Soledad Pump Station Tank. Will the Soledad Pump Station project affect this portion of work? The abandonment of this 16" water main looks like it ends at the back of a house located on 6749 La Jolla Scenic Road. In order to abandon this line we would need access to this private property to cut and permanently cap the water main. Does the water Constraints Map accurately show the existing water main to be abandoned?
- A11.** Design/builder must make these determinations during the design process - if necessary Design/builder must obtain a standard ROE agreement from the property owner. The constraints map shows best available information and is approximate, Design/builder must verify. 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, utilities, soils, hazardous wastes and geotechnical reports, etc., and shall verify the data and recommendations prior to including them in the Project design.
- Q12.** Pg. 75 of the RFP (Section 6-7.1) states that there is a moratorium for any 16" water shutdowns. Since we are demolishing 12" water lines and installing 16" water lines, do these moratoriums apply to this project?

- A12.** If 16" water shutdowns need to be done then the moratorium will apply, Design/builder must determine this during design and scheduling process.
- Q13.** Are there any summer moratoriums in effect for this project? Section 7.7 of Attachment G mentions summer moratorium coordination, but summer moratoriums are not mentioned in the Supplementary Special Provisions or anywhere else in the RFP.
- A13.** If construction needs to be done in the moratorium areas then the moratoriums will be in effect, Design/builder must determine this during design and scheduling process.
- Q14.** Please provide environmental document referred on page 27 item 16 of RFP.
- A14.** See APPENDIX A MITIGATED NEGATIVE DECLARATION page 97
- Q15.** On Fairway Rd. and La Jolla Scenic where the water main's run parallel, is the intent to connect water services, fire hydrants, etc.... to the 8" & 12" diameter pipes not the 16"?
- A15.** The Design/builder shall implement the recommendations in the PE Report in accordance with the Water Design Guide. The water constraints map generally indicates this (connecting to 8" & 12") is recommended, where feasible. The Design/builder must work with PUD Water Modeling section to verify this and optimize the project for these connections.
- Q16.** On Fairway Rd is the intent to keep the 16" pipe a TRANSMISSION main and maintain 2 pressure zones up that street?
- A16.** This is a design decision. It appears the "transmission main" is to use Soledad Muirlands 725 pressure zone - subject to verification by the Design/builder.
- Q17.** On Fairway Rd there is a section of existing water main that runs in the golf course, is the intent to have both water mains contained in the street?
- A17.** Intent is to contain water main in the street.
- Q18.** Is the 16" main only classified as a Transmission Main when it is parallel with another main and does not have services connected to it?
- A18.** No, a water main can be classified as a transmission main regardless of whether it is parallel to another main.
- Q19.** On La Jolla Scenic South of King Arthur Ct the Pre-design Map shows a 10" line going west, As-built drawings and the gate book shows this was abandoned, what is needed here?
- A19.** The Design/builder shall verify existing conditions and implement recommendations in the PE Report in accordance with the Water Design Guide.

The symbol on the constraints map indicates here to remove and replace with PVC same size pipe. The Design/builder must work with PUD Water Modeling section to optimize the project in this location.

- Q20.** The pre-design report calls for a SCADA System for the PRS Station, do you have any more information on what is wanted or is needed for the new system to work with the City's existing system?
- A20.** Follow the requirements of the Water Design Guide - see bridging documents Pressure Regulator Guideline Changes, and coordinate with the PUD SCADA system manager.
- Q21.** On page 7 section 2.5 price proposal is to be entered electronically, 2.6 states Technical and price are to be 2 separate PDF's submitted at due date and time, do we submit price on line or do we submit it as a PDF with the technical?
- A21.** Submit price electronically. Do not submit a PDF for price. See Q3/A3.
- Q22.** Section 43, Supplemental Requirements, 43.5, states that valves will be size on size to match fittings, and reducers shall not be used to provide reduced sized valves in lieu of this. Are Tees with a branch outlet smaller than the main allowed?
- A22.** No, except in cases where there is no possible future increase in the smaller branch pipe size for the expected service life of the new water main, and only then with City approval.
- Q23.** Section 43, Supplemental Requirements, 43.13, requirements for restricted work hours and/or night work shall not entitle the Design Builder to any additional payment.

Are the work hours for this project as called out in the Whitebook or are there other requirements?

- A23.** Normal working hours will generally apply except in special cases to be determined during the design process when a final Project definition is developed. 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 prior to including them in the Project design. The Design Builder must then perform the engineering tasks necessary to optimize the Project, utilizing as much previous work as possible.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Section 11, SUBCONTRACTING PARTICIPATION PERCENTAGES, page 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:

11.0 SUBCONTRACTING PARTICIPATION PERCENTAGES:

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

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

SERVICES	SLBE	ELBE	DVBE	Subcontracting Requirement ¹
Design Services	4.70%	7.50%	1.60 %	13.80 %
Construction Services	5.70%	16.70%	4.00%	26.40 %

Notes:

1. Subcontracting Requirement is the percentage of the individual contract elements i.e., Design Services or Construction Services.
- 11.3** The Design-Builder shall submit subcontractor participation percentages that are not less than the specified subcontracting requirements.
- 11.4** The required subcontracting percentages apply to 1st tier Subcontractors only.
- 11.5** For the purpose of achieving the proposed subcontractor participation percentage, Allowance Proposal Items will not be included in the calculation. The Design-Builder may not substitute DVBE for SLBE/ELBE or SLBE/ELBE for DVBE. Subcontracting percentages for design and construction may not be substituted for one another.
- 11.6** The Proposal shall be deemed non-responsive if the Subcontractor and Supplier listings submitted and enclosed with the Price

Proposal fail to meet the above minimum required subcontracting participation levels.

James Nagelvoort, Director
Public Works Department

Dated: *April 5, 2016*
San Diego, California

JN/ALJ/Lad

Technical Proposal



MACC Task Order No. 01 La Jolla Scenic Drive Pipeline



Submitted by

TC Construction Co.
10540 Prospect Avenue
Santee, CA 92071
619.448.4560



In partnership with

Michael Baker
INTERNATIONAL



Table of Contents

1. Addenda to this RFP.....	2
2. Exceptions to this RFP.....	2
3. Subcontracting Participation Percentages	2
4. Executive Summary	3
5. Project Team	5
6. Technical Approach & Design Concept.....	13
7. Construction Plan	23

Legal Name:	TC Construction Company, Inc.
Legal Form of Entity:	Corporation
Year of establishment:	1977
Subsidiary:	N/A
Address:	10540 Prospect Avenue, Santee, CA 92071 (main office)
Contact information:	Austin Cameron, President, acameron@tcincsd.com, (619) 448-4560, ext. 117
Employees in SD County:	255
Applicable License(s):	City of San Diego Business License Number: B1987004773, exp date 3/31/17 State Contractor’s License Number: 402459, exp date 4/30/17, Classifications A and C21 Professional Engineering/Architect License Number, CA 38217, exp date 3/31/17

FIRM INFORMATION





Addenda to the RFP
Exceptions to the RFP
Subcontracting Participating Percentages



1. Addenda to the RFP

1.1 Proposed Design Concept

TC Construction Company (TC) is in receipt of the following addenda to this Request for Proposal (RFP): Addendum 1, dated April 5, 2016.

2. Exceptions to the RFP

2.1 Proposed Design Concept

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

Authorized Signature

Austin Cameron, President, TC Construction Company, Inc.

3. Subcontracting Participation Percentages

The TC Construction Company, Inc. and Michael Baker International, Inc. Design-Build Team (TCDB) will 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/ DVBE certified firms to achieve this goal and to unequivocally demonstrate our commitment to equal opportunity subcontracting. The certified SLBE/ELBE/DVBE firms with which we have partnered for this contract include:

DESIGN		CONSTRUCTION	
Subconsultant Name	Certification	Subconsultant Name	Certification
VO Engineering	ELBE	Vic Salazar Communications	ELBE
Global Environmental Network, Inc.	DVBE	Miramar General Engineering	ELBE
Hudson Safe-T-Lite	SLBE	Rap Engineering	SLBE
Global Environmental Network, Inc.	DVBE	Draves Pipeline	DVBE
Landmark Consulting	SLBE	Payco Specialties, Inc.	SLBE
		Southwest Traffic Signal	ELBE
		REC Trucking, Inc.	ELBE
		Sapphire Electric, Inc.	ELBE
		Loveless and Linton	SLBE

3.1 Minimum Participation Percentages

SUMMARY OF SUBCONTRACTING PARTICIPATION PERCENTAGES					
Services	SLBE	ELBE	DVBE	Total Required	TCDB Actual
Design Services ¹	4.70%	7.50%	1.60%	13.80%	16.79%
Construction Services ²	5.70%	16.7%	4.00%	26.40%	27.08%

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

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



Executive Summary



4. Executive Summary

4.1 Overview

San Diego 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 La Jolla Scenic Drive Pipeline Design-Build project is vital to maintain the quality and reliability of the infrastructure serving the La Jolla 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 completely safely, on time, and on budget.**

The TCDB Team understands this project! We know the community spirit, soils conditions, traffic patterns and other elements through our history of successfully completed projects in the La Jolla area. We have used this knowledge coupled with information gained through reviewing the bridging documents, and discussions with City staff, to develop the best, most cost-effective approach for the City.

As it has on past project efforts, the City will directly benefit from the experience of TC and our lead design partner, Michael Baker International, Inc. (Michael Baker), each of which has worked extensively with the City on water and sewer pipeline improvement projects. Additionally, the synergy established between the firms over numerous similar projects enables fluid communication and shared knowledge among key Team members, as well as full involvement of all key personnel throughout the entire process. It allows our Team to identify issues early and consider appropriate, cost-saving solutions; develop more accurate and comprehensive schedule milestones; and provide a smooth transition between the design and construction phases.

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 **39 years,**

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

Local Project Management Emphasizes Communication, Value and Quality

Austin Cameron will lead our experienced team, as Project Manager and will oversee all members of the team. He has served as the Project Manager for many of the City’s successful design-build projects.

John Harris, PE will serve as the Design Manager and will manage day-to-day design tasks to ensure a smooth flow of work between the team, and ensure the QA/QC process is a priority.

TCDB Team: Successful City of San Diego Infrastructure Projects

- ✓ Paving and Striping DB Projects
- ✓ Alvarado Trunk Sewer Phase IIIA DB Projects
- ✓ Water Group 554 & 555 DB Project
- ✓ South Mission Valley Trunk Sewer
- ✓ Harbor Drive and Lindbergh Field Cast Iron Pipeline Replacement Projects





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

Our leadership consists of experienced managers who have worked with the City and have **established relationships** within the industry, which provides the level of **TRUST** you need to be confident that your goals will be met.

Essential Design Considerations

We have identified essential design considerations to ensure the project is completed on time and to the satisfaction of the various City Departments involved with the project. They include:

- Developing detailed phasing plans and local access management plans to reduce impact to residences, churches, access to Mt Soledad Park and the La Jolla Community, in general.
- Recognition of long lead time approval items, such as the pressure reducing valves and associated telemetry equipment.
- Completion of topographic surveys and right-of-way mapping to supplement information provided with RFP documents.
- Developing a proactive traffic management plan with consideration to local transit stops.
- Developing a trenchless installation strategy to connect the ends of Fairway Drive, which considers the environmentally sensitive area, nearby residences, existing topography and soils conditions to be encountered, notably the Ardath Shale rock formation.

Construction Imperatives

We have likewise identified construction phase activities essential to success, including:

- 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.
- Ensuring that all materials are on-site and available to field workers without delay.
- Providing **clear communication** to all subcontractors, vendors and material suppliers to keep all team members on schedule.
- Continue the **proactive community outreach** program through the construction phase and strive to be a “good neighbor” with good house-keeping practices and a high level of public safety awareness.

TC Construction and Michael Baker
A Trusted Local Team Emphasizing Communication, Value and Quality

A **15+ year relationship** that has successfully put over
\$40 million of local infrastructure
in place in San Diego County.





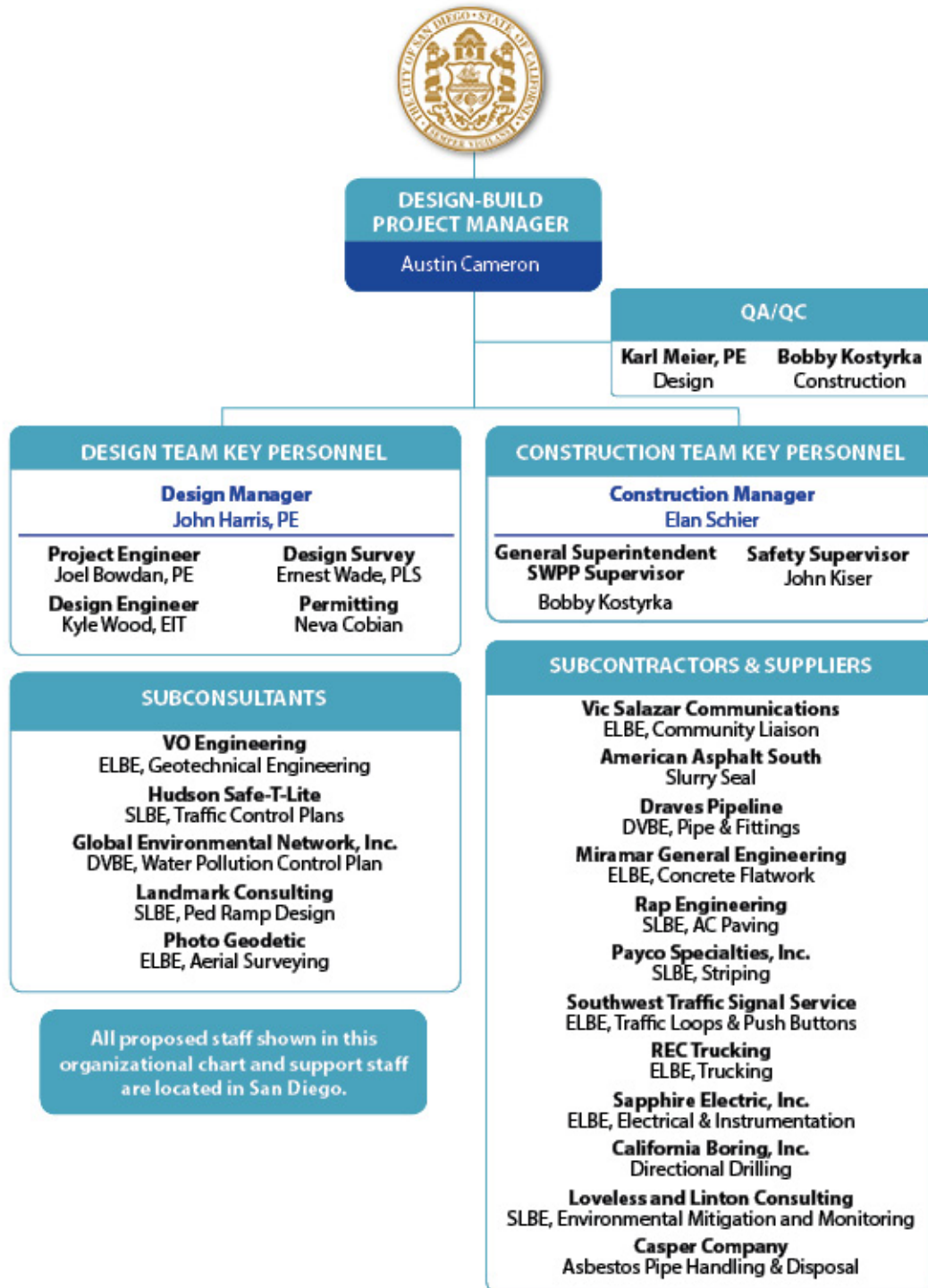
Project Team



5. Project Team

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

Updated Organization Chart





5.1 Changes to Key Personnel

John Kiser, Safety Supervisor has been added to our organizational chart and Bobby Kostryka has been promoted to General Superintendent. These are the only changes to our key personnel from our original SOQ.

Key Personnel

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

AUSTIN CAMERON (TC)

Design-Build Project Manager

Years of Experience: 25

Certifications/Registrations

CA Contractors License,
#402459

AGC Construction
Supervisor

OSHA

Certified Competent
Person, Confined Space
Awareness, 10-Hour
Certified Construction
Safety and Health

Education:

BA, Business Administration

Austin will act as the TCDB Team liaison to ensure that the City's needs and expectations are clearly understood and communicated to the project team. He will provide oversight to the team and facilitate the building of relationships between all parties, foster the growth of the MACC program and encourage direct client-consultant communication. Austin will provide our team with the resources necessary to provide the City with the best project value. **Responsibilities include:**

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

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

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



ELAN SCHIER (TC)

Construction Manager

Years of Experience: 14
Certifications/Registrations
AGC Construction Supervisor;
Certificate of Training in SWPP,
Managing Delays, Acceleration
and Inefficiency; SSPWC
Greenbook Principles; City of San
Diego Traffic Control Plan
Preparation; Primavera Planning
and Scheduling

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

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

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

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

BOBBY KOSTYRKA (TC)

General Superintendent, QA/QC/SWPP Supervisor

Years of Experience: 16
Certifications/Registrations
AGC Construction Supervisor,
Construction Law, PM; OSHA,
Certified Competent Person,
Confined Space Awareness,
OSHA 10 Hour; QSP Certified;
SWPP Certified

Bobby will coordinate construction crews, subcontractors and in-house construction services. **Responsibilities include:**

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

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

- City of San Diego MACC TO1: Group Job 946 and 949
- City of San Diego Alvarado Trunk Sewer, Phase 3A, Design-Build
- City of San Diego Water and Sewer Group Jobs 909, 781, Famosa Accelerated
- City of San Diego Water 42" CMLC Otay II Pipeline
- Helix Water District 48" CMLC Pipeline





JOHN KISER (TC)

Safety Supervisor

Years of Experience: 31
Certifications/Registrations
OSHA 10 Hour and 30 Hour
Construction Safety and Health;
OSHA 40 Hour Safety Training
EM385-1-1; CPR/ First Aid
Training; AGC Safety Training
Fall Protection and Prevention

John will ensure that all safety and health regulations are met. **Responsibilities include:**

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

Qualifications - Experience includes, underground water, sewer, and storm drain pipelines and systems, concrete structures, as well as projects requiring complex shoring systems. His construction experience affords an awareness of diverse hazard conditions, the ability to recognize potential safety issues, and, to provide on-the-job and classroom training for construction personnel. **John's project experience includes:**

- City of San Diego MACC TO1: Group Job 946 and 949
- City of San Diego Alvarado Trunk Sewer, Phase 3A, Design-Build
- City of San Diego Water and Sewer Group Jobs 909, 781, Famosa Accelerated
- City of San Diego Water 42" CMLC Otay II Pipeline
- Helix Water District 48" CMLC Pipeline

JOHN HARRIS, PE
(Michael Baker)

Design Manager

Years of Experience: 38
Certifications/Registrations
Civil Engineer, CA, 38217
Education:
MS/BS, Civil Engineering
Design-Build Workshop, 2008,
EGCA

John will lead the engineering design efforts and be involved in project meetings with the City and TC throughout both the design and construction phases. **Responsibilities include:**

- Overall responsibility for all design work
- Review of design
- Coordination of design services with TC's construction team
- Corporate liaison between Michael Baker and TC

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

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





JOEL BOWDAN, PE
(Michael Baker)

Project Engineer

Years of Experience: 23

Certifications/Registrations

Civil Engineer, MI, 43324
Civil Engineer, CA, 71693

Education

BS, Civil Engineering

Joel will be responsible for the day-to-day design efforts, including CAD standards conforming to City guidelines, development of plan and profile sheets, horizontal alignment index, construction BMPs, construction details, pavement restoration and location of new/replacement pedestrian ramps.

Responsibilities include:

- Coordinating with utility companies during the plan check process to identify any conflicts

Qualifications - Experience in design, construction, and management of water and wastewater infrastructure, project management; quality control, environmental management; and design of projects comprised of public utilities, pipelines and pump stations, radar tower installations, commercial, residential, and water and wastewater treatment facilities. *Joel's project experience includes:*

CAL-AM SR-75 & Georgia Street Water Main Improvements: Project Manager

- Pechanga Water System Capital Improvement Program
- CAL-AM Palm Avenue Water Main Improvements
- San Nicholas Island Water System Study
- City of Escondido A-3 Tank Demo and Water Main Replacement

KYLE WOOD, EIT
(Michael Baker)

Design Engineer

Years of Experience: 5

Certifications/Registrations

Engineer-In-Training, CA

Education:

BS, Civil Engineering

Kyle will provide design support and ensure that Facility Design Guidelines are upheld in the design process. He will also work with the City and TC throughout the design and construction processes

Responsibilities include:

- Coordinate with the City and TC to implement any design changes or comments
- Provide schedule for design submittals and comment responses

Qualifications - 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. *Kyle's project experience includes:*

- Rancho California Water District, Sewer Video Survey and Condition Assessment
- City of Avalon, Sewer Collection System Rehabilitation and Repair Program
- City of El Cajon, Sewer System Inspection, Repair and Rehabilitation Program
- Port of Long Beach Sewer Master Plan
- City of Santee, CMP Storm Drain Pipe CCTV Inspection/Condition Assessment
- City of El Cajon, CMP Storm Drain Pipe CCTV Inspection/ Condition Assessment





NEVA COBIAN
(Michael Baker)

Permitting

Years of Experience: 26

Certifications/Registrations
Professional Land Surveyor, CA

Education:
Coursework, Boundary
Control/Geodetic Survey

Neva will be responsible for project coordination and processing of permitting through the City of San Diego.

Responsibilities include:

- Preparation of submittal packages
- Processing plans

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

- 69th and Mohawk Pump Station and Pipelines
- Various Traffic Control Plans through the City's Traffic Department



Committed Key Subcontractors and Subconsultants

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

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

- MACC TO 1: Water Group Job 949 & Water and Sewer Group Job 946
- MACC TO 2: Sewer and Water Group Job 814
- Water Group Job 944
- Sewer and Water Group Job 758, 695, and 820



Community Liaison

City of San Diego
Certified ELBE

Hudson Safe-T-Lite Rentals has over 50 years of experience designing traffic control plans, handling traffic through and around construction areas, and providing traffic control devices for rent or purchase. Hudson provides immediate response with on-call service 24 hours a day, 7 days a week. The company prepares traffic plans and provides all required devices, and its technicians route traffic safely through lane closures, detours, and street and freeway closures. If field conditions warrant a change in plans, Hudson's technicians are trained to adjust as necessary to adequately safeguard the public. Alternatively, the company can deliver devices to the jobsite and pick up at the job's completion, if there is not a crew already dedicated.



Traffic Control Plans (Low Volume Streets)

City of San Diego
Certified SLBE

Global Environmental Network, Inc. (GENI) has been offering a broad range of environmental, health, safety and industrial hygiene services for over 19 years. It's staff is comprised of Certified Industrial Hygienists, Certified Asbestos Consultants, Lead Inspectors, Safety Specialists & Auditors, Geologists, Civil / Environmental Engineers, and Highly Skilled EH&S Instructors. GENI's team of stormwater specialists provides SWPPP QSD / QSP Services and Training for a myriad of project types. GENI develops comprehensive, practical and cost effective Storm Water Management Plans and Storm Water Pollution Prevention Plans. Its staff is experienced in all stages of development process from initial concept to final completion to ensure compliance with stormwater regulations.



Storm Water Pollution Prevention Plans

California Certified
DVBE



MACC Task Order No. 01 La Jolla Scenic Drive Pipeline



Landmark Consulting provides quality work and the same full service as larger engineering firms. Landmark Consulting is committed to delivering quality work on time and within budget, using the latest technology available, through the detailed skill and expertise of their highly trained staff of engineers and surveyors. Landmark Consulting has established strong working relationships with the planning and engineering staff of many local agencies, and their familiarity with virtually every local agency has given them an edge on keeping their client’s project schedules on track.

Photo Geodetic Corporation provides high quality aerial mapping services for planning, engineering, and research projects. Photo Geodetic Corporation has earned an enviable reputation for precision mapping and the ability to produce an accurate, detailed product keyed to the specialized needs of their clients. Photo Geodetic Corporation specializes in providing large-scale digital design mapping with high accuracy requirements and/or unique specifications.

Van Olin, PE, GE, is a registered professional and geotechnical engineer with 26 years of diverse experience. His responsibilities have included management of geotechnical engineering divisions; laboratory and field testing during project design and construction phases; and analyses with state-of-the-art geotechnical and geoseismic computer software. Consulting services have been provided for municipalities, power and utility, telecommunication, public works, institutions, commercial, and residential developments, as well as forensic projects. Van’s experience includes:

- City of San Diego MACC TO 1 – Group Job 946 and 949
- City of Carlsbad College Avenue Potable Water Line
- City of Encinitas Sewer Improvements
- City of San Diego Various Geotechnical Projects (Fox Seismic Retrofit, Fletcher Building Remodel, Torbati Parking Structure Expansion)
- City of Carlsbad As-Needed Geotechnical Engineering Services



ADA Compliance

City of San Diego
Certified SLBE



Aerial Survey

City of San Diego
Certified ELBE



Geotechnical Engineering

City of San Diego
Certified ELBE

SUBCONTRACTORS GIVEN THE OPPORTUNITY TO JOIN THE TCDB TEAM

G. Scott Asphalt

Kirk Paving

YBS Concrete

Hudson Safe-T-Lite

Sutherlin Contracting

Payco Specialties

Southwest Traffic Signal Service

Photo Geodetic

Luzaich Striping, Inc.

Landmark Consulting

Miramar Construction Engineering

Global Environment Network, Inc.

Vic Salazar Communications

RAP Engineering

Perry Electric

Draves Pipeline

Select Electric

REC Trucking

Cook & Schmid

Pavement Recycling Systems

Ayala Boring

Mocon Construction



Michael Baker
INTERNATIONAL

Trusted Local Team Emphasizing Communication, Value and Quality.



Technical Approach and Design Concept



6. Technical Approach and Design Concept

6.1 Proposed Design Concept

Installation of potable water 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 the La Jolla Scenic Drive Pipeline 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.

While some of the technical elements of this project may be unique to the nature of mostly residential land use, others are common to every pipeline group job awarded by the City. Items of particular importance to the success of the project include separation of potable water mains from non-potable utilities and avoidance of environmental impacts. These items top the list of critical design elements due to their bearing on public health and life safety. Additional information regarding our team's design approach to these issues, as well as others, will be discussed in more detail in the sub sections below.

Michael Baker's designers and TC's construction team will work together from the outset of the project to address the technical challenges of this project in a cost-efficient manner. Our technical implementation plan will be coordinated with the City's project team and other affected City departments.



Environmentally sensitive area in between Fairway Drive.

6.2 Key Technical Design Elements

6.2.1 Pipeline Alignment, Sizes, and Locations of Appurtenances

WATER - The need to ensure the safety of the public water supply is of the highest priority to the TCDB Team. We understand that when buried potable water mains are in close proximity to non-potable pipelines, the water mains are vulnerable to contamination that can pose a risk of outbreak of waterborne diseases. The most effective protection against this type of potable water contamination is sound construction techniques and adequate separation of public water mains and other pipelines carrying non-potable fluids.

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



than 4-feet from a parallel pipeline conveying storm drainage or sewage provided the new water main is constructed with alternate construction criteria, such as using DR 14 rated pipe. We understand that the City requires such designs to receive approval from DDW before being allowed to be constructed on any project and TCDB Team has been successful in receiving such approvals in the past. In all cases we will attempt to achieve the required 10-feet of separation before going the route of seeking DDW approval for using alternate construction criteria.

The design approach for the La Jolla Scenic Drive Pipeline involves installation of 8-, 12-, and 16-inch pipe on Mount Soledad near the La Jolla Country Club. The project also includes the relocation of the Nautilus and Muirlands pressure regulating station (PRS) to outside of the traveled way on Nautilus Street and the abandonment of 350 feet of cast iron pipe located in an easement north of Soledad Mountain Road.

Up-sizing of 6-, 8-, and 12-inch pipes to 16-inch will mitigate issues of low-pressure near La Jolla Rancho Road and the southern end of La Jolla Scenic Drive. Installation of a 16-inch transmission main on La Jolla Scenic Drive adds redundancy to the system to ensure that fire flow demands in the Soledad Muirlands 725 Hydraulic Grade Line (HGL) Zone can be supplied by the La Jolla Soledad W. 925 HGL Zone in emergency situations. The project will also create redundancy with the installation of a parallel 16-inch main on La Jolla Scenic Drive north of Soledad Mountain Road. This transmission main will provide a backbone for the system as it connects to the Soledad Reservoir.

The new parallel line on La Jolla Scenic Drive will tie into the existing transition between the 925 and 725 HGL zones. Our proposed methodology for this valve cluster (see Figure 1) is to remove the 10-inch pipe that serves as a redundant connection between the two pressure zones. The new 16-inch pipe would tee out of up-sized 16-inch line. The two pressure zones would be separated by a 12-inch red valve to remain closed at all times except in emergency situations.

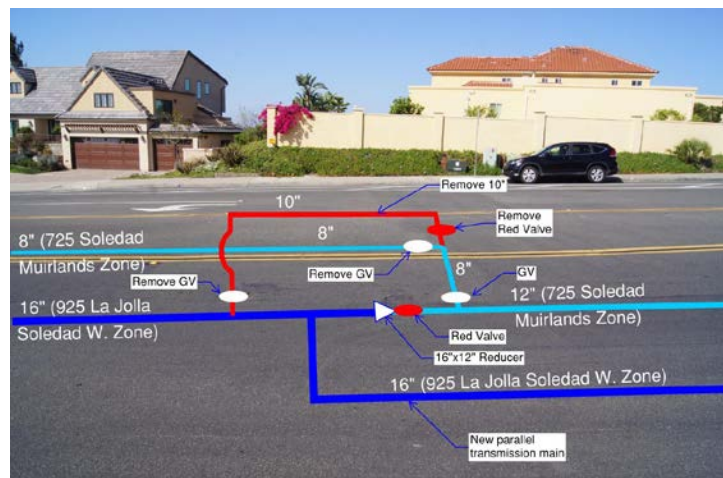


Figure 1: 925/725 HGL Boundary

A key challenge of the project's alignment will be the trenchless connection of Fairway Road. The street is discontinuous and the two sides are separated by a canyon that leads to the La Jolla Country Club golf course. A residential lot and driveway separate the northern segment of Fairway Road. **Our goal is to avoid damage to this private property by horizontal directional drilling (HDD) beneath the driveway and any potentially sensitive habitat on the hillside of the canyon.**



Our geotechnical investigation in this area will include soil borings extended down to 40 feet to document existing geotechnical conditions. We expect the HDD operation to encounter weathered sandstone near the surface and the Ardath Shale formation at deeper depths. Proper characterization of the geology is needed to accurately size and scope the HDD operation. Our Team is very familiar with this form of trenchless construction as it is currently installing a 24-inch water main under Highway 163 through Balboa Park. We propose to utilize the same HDD drilling contractor to perform the Fairway Road crossing. This familiarity is important as we can accurately advise the nearby residents concerning the impact area, noise and schedule.



Driveway at the end of the cul-de-sac on Fairway Road, HDD jacking pit will be located here.

The TCDB Team proposal for the Fairway Drive connection is based on an HDD installation to connect the two cul-de-sacs. However, for a cost saving measure, we propose the City consider allowing open trench construction on the south end of the work area where there is an established graded dirt road (see Figure 2). The road leads to a cleared flat area near the bottom of the canyon. We propose to install the new pipeline in this area using open trench from the southerly cul-de-sac down to the flat area then utilize HDD to make the connection up to the northerly cul-de-sac. This approach shortens the HDD installation by 50%, minimizes community impact, reduces HDD installation time, avoids disturbance to sensitive



Figure 2: Proposed Canyon Alternative.



plant species on the canyon slope and will reduce project cost by \$100,000. This alternative would require construction to be completed outside of the endangered species breeding season, from October through March. The option is proposed for the City’s consideration and we would appreciate the opportunity to further discuss the benefits of the option.

The Nautilus and Muirlands PRS, as it is currently configured, consists of a 6-inch pressure reducing valve (PRV) that serves as the connection between the Soledad Muirlands 725 HGL Zone and the North City 610 HGL Zone. The PRS is to be relocated to the back-of-sidewalk on Nautilus Street to provide ease of access and maintenance. According to the hydraulic modeling data provided in the bridging documents, the station currently receives no flow during average conditions and is only needed for emergency situations. Much of the south end of the North City 610 zone is fed by gravity and the practice of “pumping and dumping” from a pumped zone to a gravity zone wastes energy. The single 6-inch PRV will be replaced with dual 8-inch and 4-inch PRV’s. The dual valve approach is consistent with the City’s current Design Guidelines and will allow the station to handle a wide range of flow rates.

Relocation of the PRS will require determination of a suitable site to construct a CMU building or utility vault to house the regulating valves. The location map provided in the bridging documents shows the station being relocated to a landscaped area next to 6758 Muirlands Drive. There is currently a short wall at the back of the sidewalk where the proposed station would be installed and the wall would need to be demolished to provide access. Our design and coordination teams will work to identify a suitable location for the station with input from residents in the area to maintain aesthetics of the community while providing a cost-effective design.

Current fire hydrant spacing along the alignment is does not comply with City design standards. In order to meet the standard of 450 feet of spacing in residential areas and 350 feet in commercial zones, a minimum of 15 new hydrants will need to be installed. New hydrants will be installed at the lot line between properties and our community outreach team will work with the affected homeowners to seek location approval. Figure 3 indicates locations that have been identified as potential new hydrant locations.

Air valves and blow offs will be installed at high points and low points throughout



Figure 3: Hydrant spacing along La Jolla Scenic Drive Pipeline alignment.



the alignment respectively per Section 3.5.2 of the City of San Diego Facility Design Guide. One-inch air valves will be installed on pipelines up to 16- inches in diameter. Similarly, 4- inch blow offs will be installed on 16-inch pipe, and 2-inch blow offs will be installed on the 8- and 12-inch lines on Fairway Road and La Jolla Scenic Drive.

SEWER - Sewer replacement will be performed on 1,573 LF of existing sewer main as noted in the RFP. All sewer improvements will be designed in accordance with the City’s sewer design manual, approved materials list and 2016 City of San Diego’s Standard Drawings for Public Works Construction. The sewers to be replaced are located on Nautilus Street between Via Valverde and W. Muirlands Drive, as well as segments on Muirlands Drive and W. Muirlands Drive adjacent to Nautilus Street. This work will require replacement of 16 sewer laterals within City right-of-way. New SDR 35 pipe is proposed for the sewer main installations, though depth of cover and pipe loading will be evaluated in each situation to confirm this strength classification. Pipe bedding will be 3/8-inch rock throughout the pipe zone and if groundwater is present, the pipe zone shall be dewatered and encased in filter fabric. Three existing and four locations for new manholes have been identified in the sewer constraints map.

Added Value Design Considerations

The TCDB Team would like to provide the City with the best possible product while construction crews are mobilized. Through the process of preparing our bid, we’ve identified a number of work items that could potentially be performed in conjunction with the scope of work laid out in the RFP.

- The 12-inch pipe on Fairway Rd. is to be replaced up to the easement between 7433 and 7413 Fairway Road. In an effort to move public utilities from easements into the public right-of-way, the City may want to consider extending the 12-inch pipe to tee into the existing pipe on Country Club Drive and abandon the easement pipe.
- Campina Place is a small cul-de-sac off of La Jolla Scenic Drive and the 8-inch AC pipe that branches off of the existing La Jolla Scenic Drive main is approximately 150 feet. The branch will be replaced to the curb return in our base bid, but the whole pipe ought to be replaced while construction is on-going to prevent additional disturbances if the 8-inch AC needs to be replaced in the future.
- Branch mains will be replaced to the curb return where possible to prevent future impact to intersections already being impacted by this project. 6-inch branches will be up-sized to 8-inch and an 8x6-inch reducer will be installed at the curb return to provide an easy connection point for future up-sizing.

6.2.2 Traffic Control Approach

This plan will also be developed in conjunction with the phasing plan. Traffic control elements such as lane closures, no parking zones and sidewalk closures will be developed with the assistance of the City’s Traffic Department and the Field Engineering staff. All traffic control plans will be submitted through Field Engineering as 11x17-inch sized shop drawings. Our designer, Hudson Safe-T-Lite, has extensive experience preparing similar plans for City Water and Sewer Group Jobs. Traffic control plan elements will also consider impact to the nearby schools.





There are several narrow streets where the work are is extremely limited. Our goal will be to keep one lane open at all times with the assistance of flaggers. Where this goal cannot be met – particularly on La Jolla Rancho Road – we will close the street, but maintain access for residents. We always strive to be good neighbors and will accommodate the community whenever we can.



La Jolla Rancho Road looking east towards La Jolla Scenic Drive South.

6.2.3 Quality Assurance/Quality Control Plan

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

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

Specific elements of the QA/QC will include the following:

- Review of pipeline design plans and details.
- Coordination of traffic control plans with pipeline design plans to ensure phasing schemes are consistent.
- Review and confirmation of hydraulic calculations.
- Review and confirmation of trenchless design calculations.
- Coordination of street sealing, water quality and horizontal control alignment plans for consistency with pipeline plans.
- Check that all reference documents are in conformance with the RFP

Prior to each design milestone submittal, Design Manager, **Karl Meier, PE**, will perform a QC review of the documents consistent with the submittal level. The review will focus on the submittals compliance with City design standards, CAD drafting standards and constructability. This step will also identify any 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. Karl will coordinate this effort with John and the rest of the design team and will maintain a review and comment form to track comments and ensure their resolution.

Recent work on the first MACC task order (Group Job 946 and 949), Alvarado Trunk Sewer Phase 3A, Harbor Drive Water Line Replacement and Water Group 554 and 555



projects will provide the TCDB Team with a quick start on CAD drafting and design standards. All CAD standard questions were resolved during these projects and all plotting standards for the plan set submittals have been confirmed.

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. The typical City milestone submittal schedule will be followed during this project. However, it is hoped that sufficient pipeline design and detail will be complete at the 60% milestone to justify the City issuing a "Notice to Proceed", allowing construction to commence. If this can be accomplished, a significant time savings will result.

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 the TCDB Team 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.

6.2.4 Paving Restoration

All pavement removed during trenching operations will be restored in accordance with the applicable standard drawings of the City of San Diego, which are based on the street classification and the type of pavement that was removed. 10-inch deep full depth AC patches in accordance with Standard Drawing SDG-107 Type "A" are proposed for asphalt streets. Nautilus Street will require a 12-inch deep patch as it is classified by SanGIS as a two-lane major road. Traffic loops will be installed at four intersections throughout the project area: Nautilus Street and Muirlands Drive, Nautilus Street and W. Muirlands Drive, La Jolla Scenic Drive and Nautilus Street and La Jolla Scenic Drive and Soledad Mountain Road.



Deep lift permanent trench patching per SDG 107 Type 1 - MACC 1, Task Order 1.

Following trench patching, all asphalt surfaced streets within the project areas will be resurfaced based on the number of trenches required within the traveled way. Streets where multiple utility trenches are excavated will be resurfaced with AC overlay, while those with only one trench will be slurry sealed with RPMS Type II slurry. Existing striping will be replaced in kind except at lighted intersections where the existing crosswalks will be replaced with continental crosswalks per Standard Drawing SDM-116.



6.2.5 Water Highlining Plan for Each Site

This plan will work with the phasing plan to identify the locations of temporary cut and plugs locations, which the TCDB Team will install to isolate segments under construction.

The cut and plug plan will include pressure testing, disinfections and flushing procedures and thrust restraint measures. Highline plans will be developed for each site and coordinated with the Fire Department for approval.

A similar approach was performed on the Water Group Jobs 946 and 949 projects.

Cut and plugs will be provided on branch lines to allow the pipeline work to proceed. The branch lines will be replaced beyond the curb return on the intersecting streets and the cut and plugs locations will be coordinated accordingly. Where possible, highlines will be fed from hydrants located on branch lines that remain in service during construction. When this is option is not available, highlining will be performed in 1,000-foot increments to provide fire flow if necessary.

6.2.6 Phasing of Design and Construction Work of Each Site Separately

Phasing of the project will be developed with an emphasis on reducing impact to local residents in the La Jolla area. While many of the streets in the project area are low-traffic and used primarily by the local community, we will work with local residents to reduce traffic impacts and water service transfer times.

The TCDB Team proposes to complete segments sequentially to avoid any overlapping impact of working on multiple segments simultaneously. A surface restoration crew will lag the pipeline crew to complete all surface restoration work. The preliminary project phasing plan is included with the project schedule enclosed with this proposal and will be updated as part of the 60% design submittal package.

The TCDB Team found this approach to be very effective in expediting past work Group Job 946.

6.2.7 Curb Ramp Design and Installation

New curb ramps and curb ramp modifications will be provided as described in the Americans with Disabilities Act (ADA) compliance report provided with the RFP and as developed through our site investigations during the preparation of this proposal. Curb ramp upgrade sheets will be included in the design drawings and will include design details to ensure compliance with the latest ADA standards.

Three intersections have been identified for complete installation of 2 wire APS systems. The ADA compliance report for this project indicates that if a push button is altered, it must comply with Advisory R209 for accessible pedestrian push buttons. This means that all of the push buttons at that intersection must be changed because accessible buttons are not compatible with standard ADA buttons. Southwest Signal Service, an SLBE contractor, will perform all push button, traffic loop, and traffic signal work on the project.



Many streets along the project alignment do not have sidewalks.

We have identified a total of 14 curb ramps that need to be upgraded, four locations where curb ramps should be installed, and a location where the curb ramp should be relocated as well as some driveway, sidewalk and curb and gutter work. Many streets, particularly on the Southwest portion of the project, have no sidewalks and will not require ADA compliance work.

We have also identified sidewalk areas that are damaged by tree roots and require removal and replacement. These repairs are needed to ensure sidewalks suitable path of travel to the curb ramps.

Recent work on the MACC Task Order No. 1 (Group Jobs 946 and 949) and Harbor Drive Pipelines project required a number of site specific design elements to remove or alter existing improvements, such as drainage inlets and the performance of ramp reconstruction at the required elevations to meet longitudinal path of travel and cross slopes. **The TCDB Team performed similar improvements in 2012 as part of the Design Build Balboa Park and Mission Bay Park parking lot upgrades projects.** Existing historic stamps encountered along the various project sites will be protected or cast back into sidewalk improvements.

6.2.8 Phasing and Coordination with Adjacent Projects

We plan to work closely with the City’s Design Division to devise the phasing plan that meets the needs of all parties and results in an efficient construction operation. The plan will also consider other City projects within the limits of this project, as applicable. Based on the bridging documents provided with the RFP, coordination with Group Job 1010 will be required as that project is due to replace a portion of the La Jolla Scenic Drive Pipeline alignment on La Jolla Mesa Road.



Overlap of GJ 1010 and La Jolla Scenic Drive Pipeline.

In order to prevent duplicate impact to residents in the area, we will attempt to coordinate with the design-build team to remove that segment of the La Jolla Scenic Drive Pipeline from the GJ 1010 scope. Coordination with Group Job 1007 will also be required as the alignment will end at our tie-in point at the intersection of Nautilus Street and W. Muirlands Drive.

Coordination with Group Job 1007 will as be required as the two projects tie into the same intersection at Nautilus St. and W. Muirlands Dr., as well as with the Soledad Pump station upgrades to determine the point of connection for the new 16” transmission main on La Jolla Scenic Drive.



6.2.9 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 of San Diego Water and Sewer Group Job projects, and is knowledgeable of the City’s specification for storm water and erosion control measures.

Water pollution control plans will be developed for each project site to show the location of existing drainage facilities, direction of flow and proposed BMP measures. These plans will be included in the Water Pollution Control Plan (WPCP) that the TCDB’s selected DVBE sub-consultant Global Environmental Network will prepare for the project.

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

6.2.10 Subsurface Investigation and Geotechnical Work

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



Mark outs found on La Jolla Rancho Road during site investigation.

Geotechnical work will be performed by our SLBE subcontractor, VO Engineering. Borings will be taken on both sides of the canyon crossing on Fairway Road. The eastern segment of the road contains Ardath Shale. The upper portion of the Ardath Shale consists of highly weathered sandstone and we may be able to auger it to 40 feet. If this is the case, drill may occur with little issue. At some point, the Ardath becomes a silty shale that is very hard and would require coring to advance the boring which may require special tools or methods for drilling.

6.2.11 Proposed Design Schedule

The proposed detailed design schedule can be found in section 7.3.

6.2.12 Estimates of Proposed Design and Construction Quantities

- Additional Bedding – 100 CY
- Imported Backfill – 500 Tons
- Asphalt Pavement Repair – 1,000 SF
- Additional Curb & Gutter – 200 LF
- Additional Sidewalk Removal & Replacement – 500 SF
- Additional Pavement Removal & Disposal – 50 CY



Construction Plan



7. Construction Plan

7.1 Proposed Construction Plan

Construction of the La Jolla Scenic Drive Pipeline project will require an integrated approach of the TCDB Team, City OPS staff and City Field Engineering. While the project is mostly linear, it will require coordination and look-ahead planning. This, combined with the experience gained on similar projects, allows for a successful outcome.

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

7.1.1 Construction Approach and Methods

We propose to begin construction immediately following the approval of the first set of 100% plans. During the design phase of this section, TCDB will complete the submittal review process for all materials (a letter of record for all proposed materials that are on the City approved materials list will be submitted); obtain approval of our detailed project schedule; obtain approval for the traffic control plans; prepare and obtain approval of the WPCP; complete required potholing of existing utilities; and hold the initial community group meetings with the identified stakeholders. The selected sub-consultant Loveless and Linton will have a pre-construction focus meeting with MMC to discuss any potential impacts to environmentally sensitive resources. Monitoring and mitigation will be conducted per the MND and MMC's recommendations.

We understand the importance of these pre-construction activities and will have them complete at the same time as the design plans are approved for construction. Through the process of constructing the first MACC task order (GJ 949 and GJ 946) the TCDB Team has learned many valuable lessons that will aid in a smooth start and quick transition through design and construction.

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
- Paving crew
- Clean-up crew



TCDB installs deep sewer mains in a residential neighborhood.



Major Equipment to be used:

- Compressor Dump Truck and or Vacuum Truck – for potholing operations
- Sawcutting Truck with vacuum attachment – for sawcutting of pavement and cleanup of slurry waste
- Caterpillar 320E, 313B, Komatsu PC150, Link Belt 210LX – for removing AC pavement, trenching, installing and backfilling of water main
- Caterpillar 420 and/or 446 rubber tire backhoes – for trenching and backfilling of water services and appurtenances, installing valves and fittings
- 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
- John Deere 605 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 357 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

7.1.2 Plan for Operation of Facility During Construction

TCDB crews will install temporary 2-inch highlines above and below ground where necessary to isolate existing systems designated for replacement. The highlines will be disinfected and tested per City guidelines and temporary service transfers will be installed to keep all customers in service. Once highlines and temporary services are complete Crews will cut and plug the existing mains so that the proposed sections of pipelines can be removed and replaced. Work will be performed during the hours of 8:30am to 3:30pm. Items such as cut and plugs, connections and service transfers may be performed at night, if directed by the Resident Engineer to minimize any impact to residents. Night work will be communicated by our Community Liaison and associated noise permits will be obtained.

7.1.3 Plan for Phasing of Construction Activities

Detailed project phasing will be developed during the design phase based on the cut and plug plans. Before any phasing is finalized the TCDB Team will meet with the RE and City PM team to discuss project phasing and take input and recommendations from City

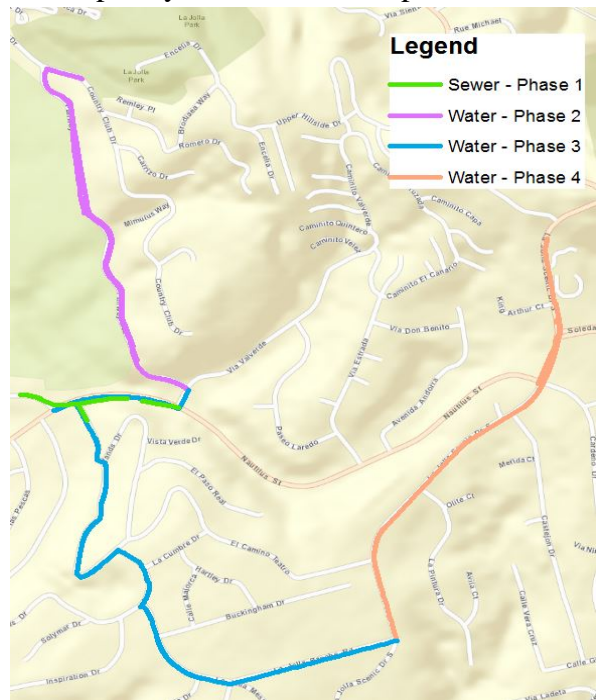


Figure 4: Construction Phases



staff, and devise a mutually acceptable final phasing plan. **We anticipate four total phases, one sewer phase and three water phases (Figure 4 on page 24).**

We plan to start and complete the sewer scope first as it is the deepest utility and a relatively short duration. Once finished with the sewer the mainline crew will begin the phase one of water which will start at the north end of Fairway Rd and end at the intersection of Via Val Verde.

Once the mainline crew is complete with phase one it will move onto phase 2 which will start on Via Val Verde, move onto Nautilus, onto Muirlands Dr, El Camino Del Teatro, then onto La Jolla Mesa Dr., and finishing with the run on La Jolla Ranch Rd and stopping at the intersection of La Jolla Scenic S Dr. Once mainline crews are complete with phase two they will move on to phase three which will be all of La Jolla Scenic South Drive.



TCDB Team water service and appurtenance crews working on laterals for completed mainline.

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

At this time the schedule shows a three month early finish however with the City’s acceptance TCDB can offer to run multiple crews at no additional cost and As previously mentioned, the TCDB Team will work together to develop this plan and obtain approval from City staff. This interaction during the design phase will allow the implementation during construction to proceed smoothly.

The TCDB Team has extensive recent experience and success with this on the ongoing MACC Task Order 01: Water Group 949 & 946 projects.

Our surface restoration and ADA upgrades crews will follow behind the pipeline crews to immediately complete the work along each street.

7.1.4 General Plan for Functional Testing and Start-up

Functional testing of all new pipelines will be performed within each project phase concurrently while mainline crews transition to the next phase of the project. All service transfers will be completed following the functional testing. In essence, the project will proceed sequentially as a number of individual projects with each individual phase receiving approval from the Resident Engineer.

7.1.5 Proposed Safety Program

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 and



apprentices are required to wear yellow hard hats, while seasoned employees wear white hard hats. This difference enforces the need to pay special attention to these individuals until they are full journeymen in their respective trade.

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

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

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

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

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

7.1.6 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 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

Our plan designates **John Kiser as our Safety Supervisor** in charge of maintaining and implementing our emergency response plan. John has more than 20 years of construction safety experience and serves as TC’s Safety Director. He has worked on numerous similar infrastructure improvement projects for the City of San Diego and is very knowledgeable of the City’s health and safety requirements.

7.1.7 Water Highlining Plan for Each Site

Areas of replace-in-place that provides 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 ample notice to the local fire department and affected businesses in these situations so arrangements can be made well in advance. See also section 7.1.2 above for additional highlining plan.

7.1.8 Phasing of Design and Construction Work of Each Site Separately

The phasing of design and construction was covered in the Technical Approach and Design Concept section, and in section 7.1.3.

7.1.9 Proposed Construction Schedule

The schedule in Section 7.3 identifies the proposed phasing plan mentioned above and the key milestones planned for this project. **We are proposing to complete the project three months ahead of the allowable time noted in the RFP and one month ahead on the accelerated schedule.** To help expedite the project, we are proposing to begin the materials procurement process following the 60% design phase approval and order the USA Dig-Alert mark-out service to begin 2 months prior to the start of construction.

We are proposing to complete the project **3 months ahead of the allowable time** noted in the RFP and one month ahead on the accelerated schedule.

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



7.1.10 Traffic Control Management

This plan will be developed in conjunction with the phasing plan. Traffic control elements such as lane closures, no parking zones detours will be developed with the assistance of the

City’s Traffic Department and the Field Engineering staff. Full-sized “D” sized traffic control plans are not anticipated to be necessary for any streets on this project, however should City staff wish to have “D” size sheets for any locations the TCDB Team will prepare them accordingly.



Installation of deep sewer mains, with water highlined in advance. Onsite TCDB huddle with City staff handling unknown utility conflicts while work is in progress.

All traffic control plans will be submitted through Field Engineering as 11x17-inch sized shop drawings. Our designer, **Hudson Safe-T-Lite**, has extensive experience preparing similar plans for City Group Jobs. Traffic control plan elements will also consider impact to businesses in the La Jolla area.

7.1.11 Community Impact

The pipelines being replaced are located in established residential neighborhoods. Keeping the community informed about projects, especially ones that have experienced prolonged impacts due to other issues, helps reduce complaints and potential project delays due to community opposition. All construction projects bring with them inconveniences such as noise, traffic congestion and dust. To the extent these inconveniences can be mitigated through good, two-way communication, the project will proceed more smoothly with less negative attention from the community, media and elected officials.

The Key stakeholders for the La Jolla Scenic Pipeline are identified as: the public and the City of San Diego, City of San Diego Mayor Kevin Faulconer, District 1 City Council President Sherri Lightner, San Diego Unified School District, and La Jolla Community Planning Association. Other stakeholders include: San Diego Fire-Rescue Department.

7.1 Project Coordination

7.2.1 Processes and Procedures to Ensure Work is Properly Coordinated

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

Over the past 14 years, Austin, Elan and John have developed a strong relationship. Austin,



MACC Task Order No. 01 La Jolla Scenic Drive Pipeline



Elan and John will discuss the project status at weekly meetings at TC's office. These meetings are typically supplemented by emails and phone calls through the week as necessary to ensure the project stays on schedule.

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

We have spoken with Council District 1 representative Justin Garver about this project as the area is within his jurisdiction. We have worked with Mr. Garver for GJ 820 and he asked that we continue with our practice of keeping his constituents well-informed of construction activity by door-hanger notices and email-updates. He said his constituents will be concerned traffic control, noise, equipment staging areas and dirt/dust control. Council District 1 will also make their Community Newsletter available for VSC to provide project updates and VSC can also utilize the District's "199's". These letters are about one subject and only 199 can be mailed by the Council District. All VSC needs to do is provide the content and the addresses, the postage is covered by Council office. Every notification to the public will include the Capital Improvement Project's preferred website address (www.sandiego.gov/cip), email (engineering@sandiego.gov) and phone (619.533.4207).

There are two fire stations near the project alignment. Station 13 is at 809 Nautilus and Station 16 is at 2110 Via Casa Alta. We spoke with Lee Swanson, the Public Information Officer for the City's Fire and Rescue Dept. Mr. Swanson asked that we provide him with all street closure or detour information and he will provide the information to the Captains at both stations. Mr. Swanson suggested this process due to fact that there are multiple shifts at each station and he can easily email each Captain directly.



Fire Station 13

We spoke with All Hallows Church at 6602 La Jolla Scenic Drive. They asked to be kept informed of all construction activity, especially if any work is planned for weekends when they have weddings and multiple services.

All Hallows Academy is at 2390 Nautilus. Their school year runs from late August to mid-June with traditional holiday breaks. The concern from the principal, Jill Platt, is the ingress/egress for student drop-off and pick-up on Nautilus. Their school day runs from 8 a.m. to 3 p.m. and they would have to develop an alternative route for student delivery and pick-up if Nautilus is closed for construction.

The same concern was voiced by Margaret Gail Baer, the principal for Evans School at 6510



MACC Task Order No. 01 La Jolla Scenic Drive Pipeline



La Jolla Scenic Drive. She said traffic is really bad on Nautilus from 8:10 to 8:30 a.m. and at 3:15 p.m. due to drop-off and pick-up of students. This school also runs the traditional school year from late August to mid-June.

San Diego French American School is at 6550 Soledad Mountain Road, across from All Hallows Church. Their ingress/egress is off Soledad Mountain Road and their drop off starts at 8:30 a.m. and pick up starts at 2:45 p.m. This school has a non-traditional schedule is that they start in late August, but take one to two week breaks every seven weeks. They end the school year in mid-June and have summer school from mid-June to mid-July.

The Montessori School of La Jolla is on the grounds of the San Diego French American School. It is year-round and the hours are 7:30 a.m. to 6 p.m. Little Steps Christian Pre-School (6551 Soledad Mountain Road) and La Jolla Pre-School Academy (6485 Cardeno Drive) operate year-round and their hours are 7 a.m. to 6 p.m.



Montessori School of La Jolla

We will work to integrate the needs of the community into the project and will learn about those needs when we present the project before and during construction at 2 community meetings of the La Jolla Community Planning Association. The planning group meets the 1st Thursday of the month at 6 p.m. at La Jolla Recreation Center, 615 Prospect Street. Our contact is Cindy Greatrex, Chair at 858-456-7900, info@lajollacpa.org. VSC and the TCDB Team has made numerous presentations to the LJCPA for Group Job 820 in the last two years.

We will utilize several methods to convey Project information to the public. Following the City's standards, VSC will distribute door hanger notices to impacted stakeholders at least five days before the start of construction. Door hanger notices about water shutdowns will be distributed at least three days before a shutdown. Every notification to stakeholders, be it by email or door hangers will include the Capital Improvement's preferred contact information for project information.

Also, VSC will create and maintain a Project web page on the City's Capital Improvement Project website through cooperation with the City's PIO. The web page will be updated depending on the sensitivity of the construction project. In addition, VSC will utilize the City's Constant Contact email account to send as-needed updates about the project to email addresses that have been garnered through community interaction or by signing up on the City's website. Constant Contact is the City's preferred email service because it is the only vendor to provide email communication services for the blind.

All calls and emails that are generated by the public will be responded within one business day of receipt. All public contacts will be documented on the City's electronic tracking form,



SD Shares, and will be distributed to the Project team bi-weekly in an excel file. VSC will attend Project progress meetings and provide the Project team status of Community Liaison activities.

The TCDB Team will install and maintain the traffic control devices shown on the approved plans. This includes daily set-up and removal around the immediate work area. Our traffic subcontractor will post signs notifying the public at least 5 working days prior to closing or detouring traffic on streets impacted by the work. In addition no parking signs will be installed a minimum 48 hours in advance and no less than 72 hours in advance of scheduled street resurfacing.

TCDB's crews are instructed to work with the public to ensure public safety is a number one consideration. Our crews are also taught to provide immediate access to driveways and assistance to any pedestrians who are near or need to traverse the work area. This philosophy is all part of TCDB's good neighbor policy. This policy will be stressed during our daily tail-gate meetings. A good neighbor policy and daily communication with the residents will be vital to the project's success.

7.2.2 Design and Construction Coordination Requirements with Governmental Entities / Utilities

There are a number of entities that will be involved in the project coordination element of this project and each has the ability to delay the project if coordination/approval is not performed efficiently. Some of these entities include:

- City of San Diego – Right-of-Way Engineering Division
- City of San Diego – Water System Operations Division
- City of San Diego – Traffic Engineering Department
- City of San Diego – Field Engineering Division
- City of San Diego – Wastewater: Concurrent sewer improvement projects
- City of San Diego – Mitigation Monitoring Coordination Department
- San Diego Gas & Electric
- Time Warner Cable TV
- AT&T Telephone
- AT&T Uverse
- Cox Cable
- USA Dig-Alert – Sufficient lead time must be provided to complete the mark-outs
- La Jolla Country Club, The Evans School, All Hallows Academy and All Hallows Catholic Church, San Diego French American School, Little Steps Christian School, Montessori School, and La Jolla Pre-School Academy

7.2.3 Design Coordination System between Drawings, Specifications and Disciplines

Coordination between drawings and specifications will be a joint effort between TCDB's Design and Construction QA/QC managers and the Project Manager.



The QA/QC managers will be responsible for consistency between the plans and specifications while Austin's role will ensure the plans and specifications are consistent with the City's construction standards and the requirements of the RFP.

7.2.4 System for Tracking Questions and Responses

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

7.2.5 System for Coordinating Work Among Subcontractors and Equipment Manufacturers

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

While TCDB is highly selective with its core group of subcontractors and has developed a strong relationship with many firms, we also reach out to new City of San Diego SLBE/ELBE firms and provides opportunity for growth and experience. These established and new relationships facilitate communication and interaction. There is mutual trust and commitment to work together to successfully complete each project. Our Project Manager will be responsible for this coordination effort and he will share this effort with his field superintendents and site foremen as these individuals are on the front line daily with our subcontractors. Demanding accountability at all levels of the TCDB organization has led to more than 39 years of success and will serve us well on this project.

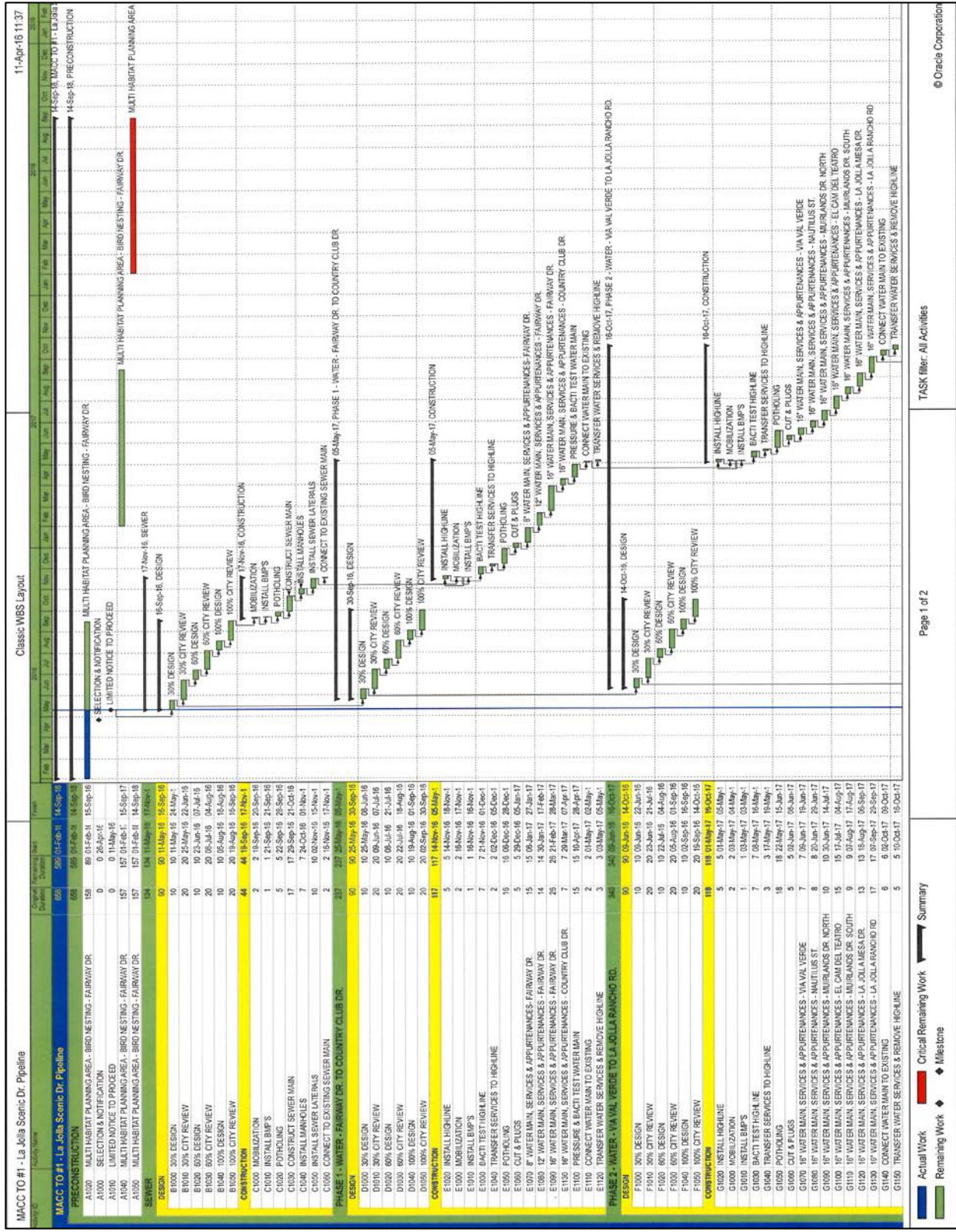
This project will require the procurement of specialized radio telemetry equipment. Our electrical subcontractor will work closely with the equipment vendor to provide shop drawings and catalog data for approval by the design team and City operations staff. This equipment has a long lead time of several months and needs to be ordered immediately following approval of the 100% design.



MACC Task Order No. 01 La Jolla Scenic Drive Pipeline



7.3 Critical Path Schedule



TASK filter: All Activities

Page 1 of 2

© Oracle Corporation

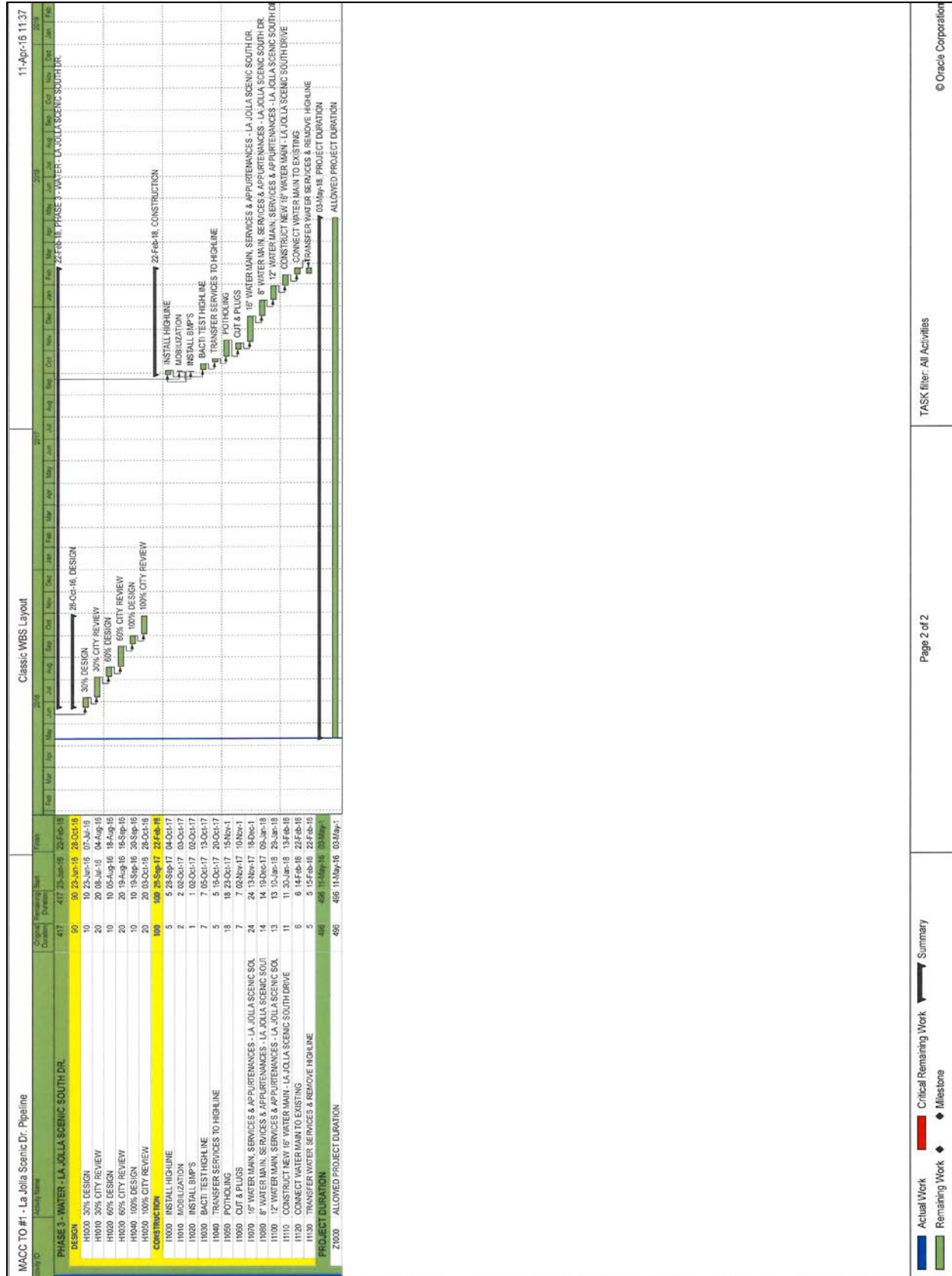


Michael Baker
INTERNATIONAL

Trusted Local Team Emphasizing Communication, Value and Quality.



MACC Task Order No. 01 La Jolla Scenic Drive Pipeline





7.4 Challenges/Issues

The project challenges and issues to be addressed on the La Jolla Scenic Drive project can be highlighted as follows:

Challenge #1 - Asbestos Cement Pipe Removal

Devising a work plan to keep construction workers and residents safe. After thorough review of the bridging documents the TCDB Team has identified 4,117-feet of 6-inch ACP, 5,351-feet of 8-inch ACP, 777-feet of 10-inch ACP and 8,374-feet of 12-inch ACP to be removed and disposed of for this project. **One of the items that sets the TCBD Team apart from our competition is that we go the extra mile to hire a specialist subcontractor to perform the Asbestos Pipe abatement for all projects.** This policy ensures the safety of our workers and the residents and keeps both our Team and the City from being liable for improper hazardous material disposal techniques.

The TCDB Team proposes to hire Casper Company on an as needed time & materials basis, for handling, disposal and proper manifesting of the AC pipe removed from the project.

In collaboration with Casper Company a proven specialist in the industry, TC has prepared the following plan for this project. **A discussion of this operation will be presented to the community group meeting to alleviate any public safety concerns.**

- Daily safety meetings will be conducted on every shift by the onsite project Foreman.
- Mobilize materials and equipment.
- Hard hats, suits, gloves, eye, ear and respirator protection will be utilized during abatement.
- All employees must have certification prior to entering work area.
- Set up one stage decontamination area, equipment and barricade work area.
- Excavation to be provided by others. Wet snap, chain break underground asbestos cement pipe.
- Clean and HEPA vacuum work area. Encapsulate and detail areas for final clean up.
- All work listed will be done using wet methods and hand tools.
- Tear down and remove poly from work area and barricades.
- AC Pipe will be hauled in an open top dump truck.
- Manifest for disposal of non-hazardous waste to Sycamore Landfill.
- Casper will follow the non-hazardous waste manifest SOP.
- Safety precautions will be in place at all times.



Proper asbestos pipe removal and disposal by a Casper Company for TC on MACC 1, Task Order 1, Skyline Avenue in front of Morse High School.

This plan is intended to address health related risks from asbestos exposure associated with the project. In addition to the specifications described in this plan, standard construction safety practices will be followed.



The plan addresses the hazards anticipated and the precautions to be taken during the asbestos abatement.

This plan was prepared based upon information available at the time and covers only the conditions and activities described. This plan addresses the removal of underground asbestos cement pipe. Debris will be removed using water, hand tools, chain break and HEPA vacuum. Casper Company will comply with the latest applicable requirements of federal, state and local regulations governing asbestos encapsulation, removal and disposal. If additional regulated asbestos containing material (RACM) is discovered or may be generated in the removal process, all work will stop, an evaluation will be conducted on how to continue removal and whether further notification is required before moving forward.

Casper Company will comply with the applicable publications of the SDAPCD rules and regulations and all applicable national standards.

The non-hazardous waste generated by this project will be placed in open top 40 yard lined box. The asbestos material shall be removed from the project site, manifested, stored and disposed of as non-hazardous waste at Sycamore Landfill. All waste shall be wetted and properly packaged in accordance with the State of California Waste regulations.

Challenge #2 – Working adjacent to the MHPA

According to the draft project MND, page 100 of the RFP; and Preliminary Environmental Assessment Report, page 2; the proposed pipeline replacement work on the northernmost portion of Fairway Road and Country Club Drive is within 100-feet of the MHPA. While it is currently planned to perform this portion of work outside of the migratory bird breeding season of February 1st through September 15th, The TCDB Team knows that project schedules sometimes slide due to extraneous forces and has included the necessary measures to perform the work at any given time. If necessary we will retain the services of a qualified biologist through our selected SLBE environmental sub-consultant Loveless and Linton Consulting. The project Biologist will delineate the limits of disturbance, conduct nesting bird and endangered species surveys and provide recommendations if sound monitoring and mitigation are necessary. Our Team will abide by all recommendations of the project biologist and will make adjustments to the project schedule and or erect noise mitigation and monitoring measures necessary in order to complete the work within 100-feet of the MHPA.

Challenge #3 – Properly maintaining BMP's in a beach area community

The La Jolla Scenic Pipeline project is unique in nature because it is very close to streets and storm drains that discharge directly to the ocean. The project is also on hilly terrain which will allow any silt or construction debris to be washed away quickly and off of the site during a rain event. The TCDB Team has accounted for this situation by increasing the amount of BMP's, erosion control measures and manpower necessary to mitigate this risk. We have also planned on increasing the frequency of skid-steer operated and power-broom street sweeping for the entire project site.



Challenge #4 – Working in front of and near local schools, academies and churches

The TCDB Team is aware of the school schedules for Little Steps Christian Pre-School, All Hallows Catholic Church, All Hallows Catholic Academy and The Evans School and has accounted for this in the preparation of the preliminary construction schedule. Per the current project schedule all final trench cap, slurry seal and pedestrian ramps will be complete prior to school resuming from either their summer or winter breaks.

When not working in the immediate vicinities of these schools and churches, the TCDB Team is aware that La Jolla Scenic Drive is a major access road used for entry to their parking and drop off/pick up locations. Our traffic plan designer, Hudson Safe-T-Lite, will design plans to allow for minimal disruption. Our goal is to work efficiently but still be a good neighbor and have no complaints forwarded to the Council District Office or to the City PIO. **Coordination with the schools and churches will happen well in advance of construction** and will include one-on-one meetings with school officials to communicate all planned construction activity.

7.5 Cost Saving Measures

Potential cost saving measures to be considered include the following:

1. TC is willing to have multiple crews at the same time on different streets. This would cut down on the City’s overhead.
2. Section 6.2.1 describes our alternative approach to the tunneling portion of the project. The north side of the canyon would be installed using HDD, while the remainder of the pipe would be installed using open trench along the pre-disturbed dirt path. This approach would reduce the drilling length and time of HDD mobilization providing a major cost savings to the City.



Path through canyon near Fairway Road and Via Valverde.

7.6 Community Outreach and Public Relations Program

The TCDB will provide the necessary public information and outreach program for the project and will have a Public Information Officer (PIO) who will serve as the community liaison. The WHITEBOOK requirements, sections 7-16 through 7-17 for Community Liaison, will be implemented for the public information and outreach program.

Vic Salazar Communications (VSC) will serve as the exclusive Community Liaison for MACC Task 1. VSC will work cooperatively with, and provide assistance to the City's PIO team. VSC will be available to respond to questions from the community as needed for the written materials to explain the Project at community meetings and presentations.



Vic Salazar Communications

President of VSC, Vic Salazar has made a successful transition from Emmy-award winning journalist to award-winning business owner. A familiar and trusted news anchor for more than 20 years in San Diego, Mr. Salazar is currently leading Community Liaison efforts for several large Public Works projects for contractors working within the City of San Diego.

VSC was named the 2012 U.S. Small Business Administration Minority-Owned Business of the Year for the San Diego region.

VSC is experienced in fulfilling the Scope of Work for Community Liaison services for La Jolla Scenic Pipeline. VSC is currently providing Community Liaison services for a dozen pipeline replacement projects in San Diego. For all of these projects, Community Outreach Plans are designed to provide that all stakeholders are made aware of the construction project and are provided avenues for feedback.



Within 30 working days of Notice to Proceed, VSC will prepare a complete Community Relations Plan. The Community Relations Plan will include a listing of major stakeholders along the alignment which are expected to be impacted by the construction and proposed mitigation measures to lessen construction impacts. The plan will also specifically identify the lines of communication with the Design-Builder team, between the Design-Builder Team and the City and, between VSC and the City. The TCDB will be responsible for ensuring that the information to be provided to the public is consistent, updated and accurate.

The Key stakeholders for the La Jolla Scenic Pipeline are identified as:

- The public and the City of San Diego,
- City of San Diego Mayor Kevin Faulconer
- District 1 City Council President Sherri Lightner
- San Diego Unified School District
- La Jolla Community Planning Association.

Other stakeholders include: La Jolla Country Club, The Evans School, All Hallows Academy and All Hallows Catholic Church.

We will work to integrate the needs of the community into the project and will learn about those needs when we present the project before and during construction at 2 community meetings of the La Jolla Community Planning Association. The planning group meets the 1st Thursday of the month at 6 p.m. at La Jolla Recreation Center, 615 Prospect Street. Our contact is Cindy Greatrex, Chair at 858-456-7900, info@lajollacpa.org.

We will utilize several methods to convey Project information to the public. Following the City's standards, VSC will distribute door hanger notices to impacted stakeholders at least five days



before the start of construction. Door hanger notices about water shutdowns will be distributed at least three days before a shutdown. Every notification to stakeholders, be it by email or door hangers will include the Capital Improvement's preferred contact information for project information: website (www.sandiego.gov/cip), email – (engineering@sandiego.gov) and phone (619.533.4207).

VSC will create and maintain a Project web page on the City's Capital Improvement Project website through cooperation with the City's PIO. The web page will be updated depending on the sensitivity of the construction project. In addition, VSC will utilize the City's Constant Contact email account to send as-needed updates about the project to email addresses that have been garnered through community interaction or by signing up on the City's website.

Constant Contact is the City's preferred email service because it is the only vendor to provide email communication services for the blind. Council District 1 will make their Community Newsletter available for VSC to provide project updates and VSC can also utilize the District's "199's". These letters are about one subject and only 199 can be mailed by the Council District. All VSC needs to do is provide the content and the addresses, the postage is covered by Council office. Every notification to the public will include the Capital Improvement Project's preferred website address (www.sandiego.gov/cip), email (engineering@sandiego.gov) and phone (619.533.4207).

All calls and emails that are generated by the public will be responded within one business day of receipt. All public contacts will be documented on the City's electronic tracking form, SD Shares, and will be distributed to the Project team bi-weekly in an excel file. VSC will attend Project progress meetings and provide the Project team status of Community Liaison activities.

TC Construction will install and maintain the traffic control devices shown on the approved plans. This includes daily set-up and removal around the immediate work area. Our traffic subcontractor will post signs notifying the public at least 5 working days prior to closing or detouring traffic on streets impacted by the work. In addition no parking signs will be installed a minimum 48 hours in advance and no less than 72 hours in advance of scheduled street resurfacing.

TC's crews are instructed to work with the public to ensure public safety is a number one consideration. Our crews are also taught to provide immediate access to driveways and assistance to any pedestrians who are near or need to traverse the work area. This philosophy is all part of TC's good neighbor policy. This policy will be stressed during our daily tail-gate meetings. A good neighbor policy and daily communication with the residents will be vital to the project's success.

7.7 Community Coordination

The TCDB Team will actively coordinate with the community throughout the design and construction phases of the project as mentioned in the above sections.



7.8 Staging Area and Project Cleanup

The TCDB Team plans to locate and secure the use of an existing vacant lot if possible for its staging of equipment and materials. If a lot is not available TC will utilize small sections of side streets to park its equipment and materials. If side streets are used the staging will follow the pipeline as the work progresses and the materials will be moved on a weekly basis at minimum.

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.

7.9 Minimizing Impacts to Residents and Visitors

TCDB Team will install and maintain the traffic control devices shown on the approved plans. This includes daily set-up and removal around the immediate work area. **Our crews will post signs notifying the public at least five working days prior to closing or detouring traffic on streets impacted by the work.** In addition **no parking signs will be installed a minimum 48 hours in advance and no less than 72 hours in advance of scheduled street resurfacing.** Crews will work with the public to ensure public safety is a number one consideration. In residential neighborhoods, our crews provide immediate access to homeowners and assistance to any pedestrians who are near or need to traverse the work area. This philosophy is all part of TCDB's good neighbor policy. This policy will be stressed during our daily tail-gate meetings as the neighborhood has many small driveways to homes and access around the construction area will be limited. A good neighbor policy and daily communication with the residents will be vital to the project's success.

7.10 Minimizing Impacts to Local Businesses

Outside of the immediate area TC will direct construction traffic and haul routes away from business locations and congested areas such as La Jolla Country Club, The Evans School, All Hallows Academy and All Hallows Catholic Church, San Diego French American School, Little Steps Christian School, Montessori School, and La Jolla Pre-School Academy.