

City of San Diego

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J. Choi / RWBustamante / Lad



PROPOSAL DOCUMENTS



ORIGINAL

FOR

MACC TASK NUMBER: 06

PRIORITY SEWER MAIN REPLACEMENT GROUP 16

RFQ NO.:	<u>1293</u>
PROPOSAL NO.:	<u>K-17-1488-MAC-3</u>
SAP NO. (WBS/IO/CC):	<u>B-16018</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>1, 2, 3, 4, 7, 8 and 9</u>
PROJECT TYPE:	<u>JA</u>

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 5, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

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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 **PRIORITY SEWER MAIN REPLACEMENT GROUP 16** 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 MACC awardees who fail to submit Proposals twice in twelve month period may have their MACC contract rescinded and be ineligible to submit future proposals.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 to rehabilitate or replace approximately 10,308 feet of existing sewer mains. For additional information refer to Attachment A.
3. **COMPETITION:** This RFP is being issued only to the shortlisted contractors pursuant to RFQ 1293.
4. **PROPOSAL DUE DATE AND TIME ARE: APRIL 5, 2017 at 12:00 PM.**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$8,500,000**.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A and C34**
7. **CONTRACT PERIOD:** Project shall be completed, including the Plant Establishment Period, within **780 Working Days** from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.

10. SUBCONTRACTING PARTICIPATION PERCENTAGES:

- 10.1. 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.
- 10.2. The mandatory minimum subcontractor participation percentages for this RFP are as follows:

SERVICES	SLBE	ELBE	DVBE	Subcontracting Requirement ¹
Design Services	6.10%	9.00%	1.60 %	16.70 %
Construction Services	6.80%	15.50%	4.00%	26.30 %

Notes:

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

- 10.3. The Design-Builder shall submit subcontractor participation percentages that are not less than the specified subcontracting requirements.
- 10.4. The required subcontracting percentages apply to 1st tier Subcontractors only.
- 10.5. 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.
- 10.6. 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.
- 10.7. The Design-Builders' Proposals will be further evaluated for their commitment to the City's principles of equal opportunity as specified in this RFP. See Attachment "Proposal Submittal Requirements and Selection Criteria" for more information

11. CONTRACTOR LICENSE AND PREQUALIFICATION STATUS:

- 11.1. The Design-Builder must possess a **Class A** and **C34** California State Contractor's license.

- 11.2. 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.
- 11.3. The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission.

12. SELECTION AND AWARD SCHEDULE:

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

12.1.1. Pre-Proposal Meeting	March 8, 2017
12.1.2. Proposal Due Date	April 5, 2017
12.1.3. Selection and Notification	May 3, 2017
12.1.4. Limited Notice to Proceed	May 31, 2017

13. PRE-PROPOSAL MEETING:

- 13.1. Those wishing to submit a Bid are **encouraged** to attend the Pre-Proposal 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. The Pre-Bid meeting is scheduled as follows:

Date: March 8, 2017
Time: At 10 a.m.
Location: 1010 Second Avenue, Suite 1400 (Large Conf. Room). San Diego, CA 92101

Attendance at the Pre-Proposal 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.

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 or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management 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.

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 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.

- 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, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment or other sanctions.

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.

7.5. Contractor Registration and Electronic Reporting System

7.5.1. 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>.

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

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

7.5.3. The City may retain progress payments if:

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

7.5.3.2. EOCB reporting is delinquent or inadequate, or

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. If require 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 scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

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:** 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")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04

Title	Edition	Document Number
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
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, TECHNICAL SPECIFICATIONS AND
BRIDGING DOCUMENTS

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

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ATTACHMENT A

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

1. Project Description:

1.1. This project is comprised of several sewer facilities identified by the Public Utilities Department as having a very high priority for replacement, rehabilitation, realignment, and/or abandonment due to excessive maintenance and/or are near the end of their life cycle. These facilities have been comprised of 25 sites that are located across the City of San Diego. The linear footage of sewer pipes in this project is approximately 10,308 feet and includes furnishing all design, labor, materials, equipment, services, and other incidental design, works and appurtenances for the construction of the Project as described in the bridging documents.

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 and approval from Department of Public Health for water and sewer separation;
 - 2.7.4.** Construction of sewer mains and appurtenances including all work associated;
 - 2.7.5.** Conducting design and construction survey services as needed for the completion of work;
 - 2.7.6.** Monitoring for potential of any hazardous materials and coordination with local resource agencies;
 - 2.7.7.** Value engineering;
 - 2.7.8.** Additional geotechnical investigation and potholing;
 - 2.7.9.** Performance and implementation of QA/QC,
 - 2.7.10.** Landscaping and re-vegetation plan, if required;
 - 2.7.11.** Traffic control, striping, slurry seal for all streets, storm water permitting and compliance; Concrete road shall be restored beyond the edge of the trench cut to the nearest expansion, cold joint or construction joint. Surface restoration for each phase of the project shall occur at the completion of construction for that phase and not at the end of construction of all phases;
 - 2.7.12.** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and,
 - 2.7.13.** Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.

- 2.8. The Design-Builder shall use CADD in compliance with the City's "Consultant Standards for Preparation of PS&E."
- 2.9. The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project in accordance with Section 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."
- 2.10. As required by California Government Code section 830.6, prior to construction, the design (including changes) for the Project and/or any portion thereof shall be approved by the Engineer.
- 2.11. Caltrans Permit acquisition.
- 2.12. MTS Permit acquisition.
- 2.13. Permit to work on private property acquisition.
- 2.14. Lateral replumb agreements acquisition.
- 2.15. Replumb investigations.

3. City Services:

- 3.1. The City will provide only the services listed in this section. All other services necessary for complete design and construction of the Project shall be provided by Design-Builder.
 - 3.1.1. Project Management and Administration. The City will respond to Design-Builder's written questions regarding Project definition and scope within 15 Working Days of receipt. 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), subsection 2-5.3.1.
 - 3.1.3. Construction inspection, administration, and material testing
 - 3.1.4. Plan checking fees.
 - 3.1.5. One-time orientation on the use of the Public Works Department's GIS and other databases that the City makes available to the Design- Builder.
 - 3.1.6. Easement Acquisition & Vacation, including right-of-way drawing.
 - 3.1.7. Permit fees.

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 and replacement of sewer mains, 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, Water Pollution Control Plan (WPCP) and a hazardous materials management plan, if required. If required, the Design-Builder shall incorporate appropriate facilities into the design.

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

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 not be performed by the City.

14. As-built information:

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

15. Environmental and Permit Support:

15.1. This Scope is based on 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. Potholing:

18.1. The Design-Builder shall have full responsibility for assessing, reviewing and verifying existing utility information and data. The Design-Builder shall excavate sufficient potholes to verify locations and elevations at utility crossings and existing piping to be removed or replaced in the Project. The Design-Builder shall immediately notify the City of any damage caused to the pipe during potholing activities.

18.2. The Design-Builder shall provide all services related to the excavation and backfilling of potholes. Pothole excavations shall be in compliance with CAL-OSHA and City safety requirements, and any excavations left open shall be covered with steel plates.

18.3. The Design-Builder shall restore and clean-up all work sites.

18.4. All utility excavations shall be tied to the horizontal and vertical control information provided by the Design-Builder's survey for this Project. The Design-Builder shall provide the City with a summary which shall include:

18.4.1. Utility.

18.4.2. Conduit quantity, type, and size.

18.4.3. Depth to top of conduit.

18.4.4. Horizontal coordinates (NAD 83).

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

18.4.6. Top elevation of conduit.

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

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

18.5.2. Backfill and cover the pipe with native soil.

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

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

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

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

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

19. Review of Contract Documents and Field Conditions:

19.1. 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.

20. Local Conditions:

20.1. 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:

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

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

20.1.3. Weather conditions;

20.1.4. Physical conditions at the Project Site;

20.1.5. The surface conditions of the ground; and

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

21. Access to the Work:

21.1. 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.

22. Supervision:

22.1. 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.

23. Authorization to Proceed:

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

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

23.1.2. Confirm the next level of design development; and

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

23.1.4. Obtain written authorization to proceed with construction.

24. 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

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

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

25.1.1. 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.

25.1.2. 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.

26. Shop Drawings, Material Submittals and Samples.

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

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

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

26.2.2. Products with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.

26.2.3. 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.

26.3. 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.

26.4. 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.

- 26.5.** 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.
- 26.6.** 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.
 - 26.6.1.** 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.
 - 26.6.2.** City's review and acceptance of a separate item as such shall not indicate approval of the assembly in which the item functions.
 - 26.6.3.** 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.
- 26.7.** 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:
 - 26.7.1.** 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
 - 26.7.2.** City has specifically accepted in writing, either on the Shop Drawing or accompanying the Sample or Material Submittal each such variation.
- 26.8.** 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.
- 26.9.** Shop Drawing Submittal Procedures:

- 26.9.1.** The Design-Builder shall submit 3 copies of each approved Shop Drawing to the Engineer for QA/QC purposes.
- 26.9.2.** 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.
- 26.9.3.** 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.
- 26.9.4.** 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:

- 26.9.5.** 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.

26.9.6. 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.

26.9.7. 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.

26.9.8. 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-Bullder 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.

26.9.9. 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.

26.9.10. 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.

26.9.11. 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.

27. Design Development:

27.1. 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.

- 27.2.** 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.
- 27.3.** 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.
- 27.4.** The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 29.7, the Final Design documents shall also include but not be limited to:
- 27.4.1.** 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.
- 27.4.2.** Two complete electronic file sets of all final drawings on CD-Rewritable (RW) recordable disks in Bentley MicroStation Version V8 SE format.
- 27.4.3.** 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.
- 27.4.4.** Two complete electronic file sets of the final specifications in MS Word processing software format.
- 27.4.5.** 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.

27.4.6. 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.

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

27.5. 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.

27.6. 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.

27.6.1. 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.

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

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

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

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

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

27.7. 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.

- 27.8. 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.
- 27.9. The Design-Builder shall prepare and incorporate into the specifications, a Water Pollution Control Plan (WPCP) to be implemented during construction. The WPCP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.
- 27.10. The Design-Builder shall prepare a construction quantity takeoff at 60%, 100% and Final submittals.
- 27.11. The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check and from the permitting agencies.

28. Storm Water Management Discharge Control.

- 28.1. 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.
- 28.2. 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.
- 28.3. 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.

- 28.4.** 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.

29. Design Submittals:

- 29.1.** General: The Design-Builder shall ensure that all design submittals conform to the requirements described in this Section. City will reject any submittal that fails to meet the requirements described in this Scope and elsewhere in the Contract. City shall not grant a schedule adjustment for the Design-Builder's failure to meet these requirements. In each submittal the Design-Builder shall identify any variances from the Contract Documents. City may reject any design submittal for the Design-Builder's failure to identify variances, regardless of the timing of the discovery of the failure. 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.

- 29.2.** 30 percent design Submittal - The 30% design submittal shall include but not be limited to:

29.2.1. Designs for construction of new facilities and for refurbishment and demolition of existing facilities.

29.2.2. Incorporation of the information contained in the Bridging Documents.

29.2.3. Reviewed preliminary calculations and hydraulic calculations.

29.2.4. 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.
- 29.3.** 60 percent design Submittal - The 60 percent design submittal shall include but not be limited to:
- 29.3.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
 - 29.3.2.** Updated and incorporated information and comments from the 30 percent design submittal.
 - 29.3.3.** Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.
 - 29.3.4.** Location of construction staging areas (if applicable).
 - 29.3.5.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
- 29.4.** Drawings that shall include at a minimum:
- 29.4.1.** Updated plan and profile sheets for the sewer and water improvements, and construction details and notes.
 - 29.4.2.** Identification of both special and standard details.
 - 29.4.3.** A complete list of construction drawings on cover sheet.
 - 29.4.4.** Definition of the construction method to be used for pipe installation.
 - 29.4.5.** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
 - 29.4.6.** Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.

- 29.4.7. 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.
- 29.4.8. List of special conditions, if any.
- 29.4.9. Quantity take-off per plan sheet.
- 29.4.10. A complete draft of specifications in The GREENBOOK format including:
 - 1. Table of contents.
 - 2. The Design-Build Special Provisions.
- 29.5. 100 percent design Submittal - The 100 percent design submittal shall include but not be limited to:
 - 29.5.1. Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
 - 29.5.2. Updated and incorporated information and comments from the 60 percent design submittal.
 - 29.5.3. Completed, reviewed, and bound calculations and hydraulic calculations.
 - 29.5.4. Updates to geotechnical report, if any.
 - 29.5.5. Permit applications as necessary.
 - 29.5.6. Completed specifications in The GREENBOOK format.
 - 29.5.7. Quantity take-off.
 - 29.5.8. Drawings in all disciplines, including final and traffic control plans approved by City, if any.
 - 29.5.9. 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.
- 29.6. **Final Design Submittal** - The Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:
 - 29.6.1. Updated and incorporated information and comments from the 100 percent design Submittal.

- 29.6.2.** Comments from permitting agencies, including a log of comments and responses.
- 29.6.3.** 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.
- 29.6.4.** 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.
- 29.6.5.** Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.

29.7. Design Submittal Deliverables:

- 29.7.1.** 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.
- 29.7.2.** 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.
- 29.7.3.** 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.

29.7.4. 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
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
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

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

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

30. Community Relations and Public Outreach Program:

- 30.1.** The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have an Exclusive Public Information Officer (PIO) who will serve as the community liaison. Refer to The WHITEBOOK, section 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.
- 30.2.** The Design-Builder shall identify, within 10 Working Days of NTP, a specific professional designated to be a full-time public information liaison for the design build team, who shall work cooperatively with, and provide assistance to, the City's team. The Design-Builder shall be available to respond to questions from the community as needed for the duration of the Project, and shall participate in related public meetings. The Design-Builder shall prepare and provide presentation materials to explain the Project at community meetings and presentations.
- 30.3.** The Design-Builder shall prepare a complete Community Relations Plan. The Community Relations Plan shall be developed in coordination with the City and presented to the City for review within 30 Working Days of Notice to Proceed. If modifications are required, the City will notify and advise the Design-Builder.
- 30.4.** The Key stakeholders are identified as (but not limited to) the public and the City of San Diego, San Diego Unified School District, the Bishop's School, Silver Gate Elementary, Correia Middle School, Jefferson Elementary School, Kimbrough Elementary School, Nazareth School, Emory Elementary School, Mendoza Elementary School, Horton Elementary School, Clay Elementary School, Willow Elementary School, and the La Jolla, Peninsula, Pacific Beach, Mission Beach, Midway/Pacific Highway Corridor, Old Town San Diego, Uptown, Southeastern San Diego, Greater North Park, Mission Valley, Otay Mesa-Nestor, Encanto, San Ysidro, Downtown, and City Heights Community Planning Groups. The Design-Builder shall coordinate all activity and Right of Entry permit with the proper school representative and residents.
- 30.5.** The Community Relations Plan shall include the following scope and services but not limited to:
- 30.5.1.** A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.
- 30.5.2.** A method for construction notification in advance of the start of work.
- 30.5.3.** Attendance and presentation of Project update before and during construction of Projects at community and stakeholder Meetings. Prepare presentation materials in coordination with the City.

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

31. Quality Assurance and Control:

- 31.1. The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control. The minimum acceptable quality assurance and quality control plan is described in the Quality Assurance/Quality Control Plan Guidelines, attached hereto and incorporated herein as Attachment A, section 32 – Quality Assurance / Quality Control Guidelines.
 - 31.1.1. Design QA/QC - The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.
 - 31.1.2. Checklists - As part of the QA/QC Plan, The Design-Builder shall use the City-provided checklists and attach the checklists to the plans and specifications.
 - 31.1.3. Final Design - The Design-Builder shall submit QA/QC records for the final specifications and drawings to verify coordination within the

engineering discipline, between engineering disciplines, between the final specifications and drawings, and to verify consistency with existing City Projects.

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

32. Quality Assurance / Quality Control Guidelines:

32.1. General

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

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

32.2. QA/QC During Design

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

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

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

32.2.4. 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.

32.3. QA/QC Plan:

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

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

32.3.3. Design Review: The Design-Builder shall address all plan check comments received from the City and implement its QA/QC plan prior to re-submittals to the City for review. The Design-Builder shall submit documentation of the QA/QC efforts and related activities as discussed in item 32.3.8 Review and Comment Form, below.

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

32.3.5. Calculations:

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.

32.3.6. The Design-Builder's Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the 30%, 60%, 100%, Final Design phases and as specified in this RFP, and that the reviews include all completed calculations, drawings, and specifications. The level of detail expected for each discipline at each completion level is defined in this RFP. The Design-Builder shall ensure that all comments receive an agreed upon response and are recorded on The Design-Builder's Review and Comment Form (described in section 32.3.8 below). Design problems may arise from inconsistencies between disciplines. The Design-Builder shall assign one or more qualified engineers to perform detailed interdisciplinary reviews to ensure consistency between disciplines, and between drawings and the specifications.

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

The Design-Builder's final QA/QC review shall confirm that all previous review comments have been incorporated.

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

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.

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

32.4. QA/QC During Construction

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

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

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.

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

32.4.4. Factory Inspections and Tests:

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.

32.4.5. 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.

32.4.6. 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.

32.4.7. 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.

32.4.8. 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.

32.4.9. 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.

32.4.10. Sample City QA/QC Checklists:

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

33. Noise Abatement and Control:

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

34. Project Meetings:

- 34.1.** 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.

- 34.2.** 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.

34.3. 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.

34.4. 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.

34.5. 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.

35. Red-lines:

35.1. The Design-Builder shall be responsible for Red-lines as described in Section 2-5.4 of the WHITEBOOK, Red-Lines and Record Documents.

35.2. Prior to final completion, The Design-Builder shall prepare and submit one complete set of full sized (24-inch x 36-inch) original mylar final As-Built Drawing CADD plots in accordance with the City's CADD Guidelines. Each CADD mylar drawing sheet shall be stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and wet signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by the Design-Builder. Drawing mylar shall be 3 mils minimum thickness.

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

35.3.1. Five complete full-sized sets of blueprint or copies of the final As-Built's.

- 35.3.2. Two complete electronic file sets of the final As-Builts on CDs (typical) prepared in the V8 version of Bentley MicroStation Version SE CADD software in accordance with City's CADD Guidelines.

36. Record Keeping:

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

37. Required Test/Material Certificates:

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

38. Traffic Control:

- 38.1.** 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.

39. Reference Standards:

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

40. Design Guidelines:

- 40.1.** Americans with Disabilities Act (ADA) | Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 40.2.** American Water Works Association (AWWA)
- 40.3.** California Building Code as adopted by the City of San Diego*
- 40.4.** California Code of Regulations, Title 24
- 40.5.** City of San Diego Approved Materials List (AML) as approved by the Water (<http://www.sandiego.gov/water/cip/guidelines.shtml>) and Metropolitan Wastewater Departments (<http://www.sandiego.gov/mwwd/business/sewer.shtml>)
- 40.6.** City of San Diego Computer Aided Design and Drafting (CADD), <http://www.sandiego.gov/publicworks/edocref/drawings.shtml>
- 40.7.** City of San Diego Landscape Technical Manual
- 40.8.** 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>
- 40.9.** City of San Diego Street Design Manual,
<http://ww.sandiego.gov/public works/pdf/edocref/streetsdesignmanual02.pdf>
- 40.10.** City of San Diego Technical Guidelines for Geotechnical Reports,
<http://www.sandiego.gov/development-services/pdf/industry/geoguidelines.pdf>
- 40.11.** City of San Diego, Water Department Guidelines and Standards Books 1 through 7 <http://www.sandiego.gov/water/cip/guidelines.shtml>

- 40.12. County of San Diego Code of Regulations
- 40.13. National Electric Code (NEC) as adopted by the City of San Diego*
- 40.14. State of California Health and Safety Code
- 40.15. Uniform Fire Code (UFC) as adopted by the City of San Diego*
- 40.16. Uniform Mechanical Code (UMC) as adopted by the City of San Diego*
- 40.17. Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
- 40.18. Construction Planning & Scheduling Manual by AGC of America
- 40.19. 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
- 40.20. City of San Diego Municipal Code;

<http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni.shtml>
- 40.21. State Historic Preservation Act

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

41. Bridging Documents:

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

<ftp://ftp.sannet.gov/OUT/Priority%20Sewer%20Main%20Replacement%20Group%2016/Bridging%20Documents/>

1. Constraints Maps
2. Location Maps
3. Notice of Exemption (NOE)
4. Paving Conflict Maps
5. ADA Preliminary Engineering Report
6. Coordination Maps
7. Project Scope Work List & Project Scope Map
8. Traffic Count Data

- 42. Supplemental Requirements:** All submitted hardcopy drawings and documents shall also be provided to the City in PDF format with electronically searchable text (not scanned images) to include drawings, specifications, details, reports, RFI's, Invoices, and all other documents of every type. Excel files of documents shall be provided when requested by the City.
- 42.1.** The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations in the attached Project Scope Work List (see bridging documents).
- 42.2.** Only ADA Improvements triggered by this project shall be included in the design. New sidewalks are not included except to replace portions triggered by ADA compliance requirements. See bridging documents.
- 42.3.** This RFP does not provide as-built drawings and other information collected during preliminary planning for this project. The Design/Builder shall be responsible for researching and obtaining all as-built drawings and any other information from the City and/or other agencies which will be necessary to complete the scope of work.
- 42.4.** The Design-Builder shall resolve design and construction problems by a typical professional process including but not limited to research, field investigation, developing alternates, calculations, cost-effective analysis, making decisions/recommendations and obtaining City concurrence as needed. This process shall be diligently followed before the Design-Builder seeks direction from the City.
- 42.5.** The Design-Builder shall follow the City standard practice for design and construction when not specifically addressed in the RFP scope of work, reference documents, and design guides.
- 42.6.** The Design/Builder shall submit a brief monthly progress report in a format acceptable to the City, with map illustrating where water, sewer, and storm drain pipe was installed, feet installed, total feet and percent complete (see bridging documents example Sample Progress Map) for the entire duration of the project.
- 42.7.** The City shall not be responsible for any assumptions the Design-Builder based their price proposal on, and the Design-Builder shall not be entitled to any additional payment for any such assumptions on which their price was based.
- 42.8.** The price proposal shall include all work and materials and any references in this RFP to unit price, lump sum price, bid price or similar language shall not entitle the Design-Builder to any additional payment.
- 42.9.** The price proposal shall include all work and materials, and any references to or requirements for restricted work hours and/or night work shall not entitle the Design-Builder to any additional payment.

- 42.10.** The Design-Builder shall perform all work described in the bridging documents Street Resurfacing map to define the paving scope of work.
- 42.11.** The Design-builder shall submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item in the SOV.
- 42.12.** The RFP's maps and descriptions of proposed improvements such as "replace in place" are conceptual only and deviations from this in the final design by the Design-Builder shall not entitle the Design-Builder to any additional payment.
- 42.13.** 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.
- 42.14.** The Design-Builder shall not deviate from the scope of work as defined in the bridging documents without considering the environmental impacts as defined in the environmental document.

ATTACHMENT B
PHASED FUNDING PROVISIONS

ATTACHMENT B

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1. 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 Bid opening date the Apparent Low Bidder 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.
- 1.2. The Apparent Low Bidder 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.
- 1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, the next Apparent Low Bidder is to provide the Pre-Award Schedule within 5 Working Days after receiving notice. This process will continue until the City has selects an Awardee or rejects all Bids.
- 1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Upon selection of the Awardee and acceptance by the City of the Pre-Award Schedule, the City will present the first Phased Funding Schedule Agreement to you.
- 1.5. At the City's request, 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.
- 1.6. Your failure to perform the any of the following may result in the Bid being rejected as non-responsive:
 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,
 2. Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 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

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

RFP NUMBER: K-17-1488-MAC-3

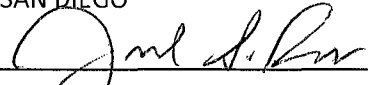
CONTRACT OR MACC TASK TITLE: PRIORITY SEWER MAIN REPLACEMENT GROUP 16

CONTRACTOR: TC CONSTRUCTION

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 shall include all labor and materials required for design and construction of MAPS: 1, 2, 3, 4, 5 and 6 in accordance with this contract specifications	Notice to Proceed	8/31/2018	\$2,595,502.00
2	Work to be completed in Phase 2 shall include all labor and materials required for design and construction of MAPS: 7, 8, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in accordance with this contract specifications	9/1/2018	8/31/2019	\$4,740,077.00
3	Work to be completed in Phase 3 shall include all labor and materials required for design and construction of MAPS: 22, 23, 24, and 25 in accordance with this contract specifications.	9/1/2019	Notice of Completion	\$1,583,873.00
Total				\$8,919,452.00


Notes:

- (1) WHITEBOOK section 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: Jaime Ramos
 Project Manager

Department Name: Public Works- Engineering

Date: 08/16/2017

CONTRACTOR
 By: 
 Name: Austin Cameron

Title: 

Date: 8/16/17

ATTACHMENT C
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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").
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 1. General Provisions (A) for all Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", Item 54, "Normal Working Hours", ADD the following:

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

2-3.2 Self Performance. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

2-9.2 Survey Service. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the 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 that will be performing the design phase survey services for the Project.
2. Prior to the start of construction, 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 that will be performing the construction phase survey services for the Project.
3. 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.
4. Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A

corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet.

5. 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.
6. You shall preserve construction survey stakes, control points, and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the Engineer at your expense.

2-9.2.1 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 the 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 may be sent to you if requested.
4. Survey files shall include, but shall not be 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) Spot elevations of the new utility main at each intersection, midblocks, and for any change in grade.
 - 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."

2-9.2.2**Submittal.**

1. Survey files shall be submitted in accordance with 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 shall post the Survey Files, proposed Drawings, and/or Red-line Drawings to the following website:

ftp://ftp.sannet.gov/IN/SURVEYS/
2. After the documents have been posted to the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and to 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 shall be at your expense.

2-14.3**Coordination.** To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Priority Sewer Main Replacement Group 16. See Coordination Map from the Bridging Documents for approximate location. Additional coordination with future adjacent projects shall be the Design-Builder's responsibility. Coordinate the Work with (but not limited to) the adjacent projects as listed below:
 - a) 2011 UUP Maintenance Residential Project Block 1-F (La Jolla), Dayue Zhang (619-533-7409)
 - b) 2011 UUP Street Maintenance Residential Project Block 4G (Lincoln Park), Dayue Zhang (619-533-7409)
 - c) 28th Street UUD (Island Av – Clay St), Jie Xiao (619-533-5496)
 - d) 30th Street Ph III B (A St to K St), Ali Alaeipour (619-533-5141)
 - e) 30th Street Ph III C, James Bajet (619-533-3046)
 - f) 30th Street Pipeline Replacement, Jong Choi (619-533-5493)
 - g) 30th Street UUD (Oceanview Bl – K St), Jie Xiao (619-533-5496)
 - h) 31st Street UUD (Market – L St), Jie Xiao (619-533-5496)
 - i) 32nd Street UUD, Jie Xiao (619-533-5496)
 - j) AC Water Group 1005, Maryam Liaghat (619-533-5192)
 - k) Alamo, Salvation, 68th Street Basins LID, William Meredith (619-533-5418)
 - l) Block 7G2 UUD, Dayue Zhang (619-533-7409)

- m) City Street Lights GF GRP 15, Jie Xiao (619-533-5496)
- n) Flashing Crosswalks Group 1501, Fernando Lasaga (619-533-7406)
- o) Harbor Drive Pipeline, John Stohr (619-533-6626)
- p) Juan Street – Concrete Street, Jesus Garcia (619-533-5410)
- q) Juan Street – Water Pipeline Replacement, Jesus Garcia (619-533-5410)
- r) K Street Phase I (19th St to 24th St) & Phase II (26th St to 31st St) – Boundary, Dayue Zhang (619-533-7409)
- s) Pacific Beach Pipeline South (Water), Roberto Vejar-Parra (619-533-5402)
- t) Pipeline Rehabilitation Phase F-2, Ed Fordan (619-533-4162)
- u) Pipeline Rehabilitation V-1, Casey Crown (619-533-5485)
- v) Pipeline Rehabilitation Z-1A, Casey Crown (619-533-5485)
- w) Residential Project Block 2E (Mission Hills) – Boundary, Ali Alaeipour (619-533-5141)
- x) Residential Project Block 3DD, James Bajet (619-533-3046)
- y) Sewer & AC Water Group Job 834 (S), Jong Choi (619-533-5493)
- z) Sewer & AC Water Group Job 834 (W), Jong Choi (619-533-5493)
- aa) Sewer & Water Group 711 (CC5) (02), Mahmoud Oriqat (619-533-5232)
- bb) Sewer & Water Group Job 758 (S), Roberto Vejar-Parra (619-533-5402)
- cc) Sewer & Water Group Job 758 (W), Roberto Vejar-Parra (619-533-5402)
- dd) Sewer & Water Group Job 814 (Sewer), Jericho Gallardo (619-533-7523)
- ee) Sewer & Water Group Job 814 (Water), Jericho Gallardo (619-533-7523)
- ff) Sewer Group 810, Eric Wildberger (619-533-3765)
- gg) Sewer Group Job 833, Sheila Gamueda (619-533-4244)
- hh) Sewer Lateral Rehab Projects J-2, Maryam Liaghat (619-533-5192)
- ii) Sunset Cliffs 3 Street Light Circuit Upgrade, Fernando Lasaga (619-533-7406)
- jj) University Avenue Mobility Plan (UAMP), Jayna Straughn (619-533-5216)

- kk) University Avenue Pipeline Replacement, Mike Bajoua (619-533-4628)
- ll) Water and Sewer Group Job 816 (W), Regan Owen (619-533-5205)
- mm) Water Group 937, Sheila Gamueda (619-533-4244)
- nn) Water Group Job 943, Bijan Shakiba (619-533-5191)

2-16 **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", Item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-5.1 **Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 **Claims.**

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 **Initiation of Claim.**

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.

2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.7 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:

- a) Providing professional consultations.
- b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

- 1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
- 2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
- 3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
- 4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
- 2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
- 3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
- 4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
- 5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. To the "WHITEBOOK", ADD the following:

1. Steel pipe in sizes larger than 18 inches shall require inspection at the source of production.
2. City lab staff or a qualified inspection agency approved by the Engineer shall witness all welding, lining, coating, and testing. You shall incur additional inspection costs outlined in 4-1.3.3, "Inspection of Items Not Locally Produced".
3. All parts of production (including but not limited to product fabrication, welding, testing, lining, and coating of straight pieces and specials) shall be performed or produced in the United States.
4. Welding and all testing shall be performed by certified welders and testing staff with credentials traceable in the United States.

4-1.3.2 Inspection by the Agency. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the

approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.

3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:
<https://www.gsa.gov/portal/content/104877>

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

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

4-1.6 Trade Names or Equals. To the "WHITEBOOK", ADD the following:

12. 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 "WHITEBOOK", item 2, ADD the following:

- g) Refer to Appendix "I" for more information on the protection of AMI devices.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 20, ADD the following:

The 120 Calendar Days for the Plant Establishment Period is included in the stipulated Contract Time for each task.

6-2.1 Moratoriums. To the "WHITEBOOK", 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 within boundaries of Maps 1, 3, and 4 during the Summer Beaches Moratorium from Memorial Day to Labor Day (inclusive).
 - b) No construction during Street Paving Moratorium within impacted areas as described in the Bridging Documents.

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego Development Services Department has prepared a **NOTICE OF EXEMPTION (NOE)** for **PRIORITY SEWER MAIN REPLACEMENT GROUP 16**, as referenced in the Bridging Documents. You shall comply with all requirements of the **NOE** as set forth in the Bridging Documents.
2. Compliance with the City's environmental document shall be included in the Contract Price.

6-7.1 General. To the "WHITEBOOK", 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.

6-8.1.1 Requirements Preparatory to Requesting a Walk-through. To the "WHITEBOOK", ADD the following:

2. You shall notify the Engineer to arrange a final inspection of permanent BMPs installed and shall obtain the completed, signed, and stamped DS-563 Form 30 Days prior to the issuance of the Notice of Completion when applicable.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 **INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 **INSURANCE.**

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

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.

7-3.2.6 Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

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 NOT USED. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 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 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.

7-8.1 General. To the "WHITEBOOK", ADD the following:

- 2. Use a self-loading motorized street sweeper equipped with a functional water spray system for this project when directed.

7-8.6 Water Pollution Control. To the "WHITEBOOK", ADD the following:

- 11. 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:

Sheila Bose, Senior Engineer, SBose@sandiego.gov

Jong Choi, Project Manager, JChoi@sandiego.gov

Jenny Jarrell, Project Engineer, JJarrell@sandiego.gov

Resident Engineer, TBA, XXX@sandiego.gov

7-16.3

Exclusive Community Liaison Services. To the City "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 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.

7-21.1

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

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2

Partial and Final Payment. To Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. As progress payments are made to you, the retention portion is deposited by the City into the Escrow account. Documentation for an Escrow payment shall have an Escrow agreement signed by you, the City, and the Escrow Agent. Upon completion of the

Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

**ADD:
9-3.7**

Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK"
ADD the following:

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

SECTION 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 “WHITEBOOK”, ADD the following:

1. RPMS shall be used on this Contract in accordance with the Bridging Documents.

SECTION 209 – PRESSURE PIPE

209 PRESSURE PIPE. To the “WHITEBOOK”, ADD the following:

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

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Stones, Boulders, and Broken Concrete. To the “GREENBOOK”, Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone		6" (150 mm)	

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box		
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

SECTION 500 – PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1.1.2.1 Initial Submittals. To the "WHITEBOOK", ADD the following:

4. Within 3 Working Days of the Bid opening date, the 3 apparent low bidders shall submit the following:
 - a) Contractor's Experience; past project documentation
 - b) Manufacturer Certification
 - c) Authorize Installer Certificates

ADD:

500-1.1.6.1 Order of Work for Rehabilitation Installation.

1. Rehabilitation shall be performed in the following order of Work:
 - a) First: Rehabilitation of Sewer Main, including sampling and testing.
 - b) Second: Installation of Sewer Lateral Connections and End Seals.
 - c) Third: Rehabilitation of Sewer Laterals, including sampling and testing.
2. You shall plan and schedule Work accordingly. Additional payment for demobilization or mobilization and additional Working Days shall not be granted for delays due to the order of rehabilitation Work.

500-2.4.6 Primer and Lining Materials. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-2.4.6 Chemical Resistance Test (Pickle Jar Test).

1. Epoxy Lining Systems, Polyurethane and Epoxy Protective Lining Systems shall meet the requirements of 211-2, "Chemical Resistance Test (Pickle Jar Test)". Proof of meeting these requirements shall be provided to the Engineer for approval at least 15 Days prior to commencement of Work.
2. The epoxy primer materials for the polyurethane lining system shall be 100% solids.
3. The epoxy materials for the epoxy lining system shall be 100% solids.

500-2.4.7 Lining Application. To the "WHITEBOOK", DELETE in its entirety.

500-2.4.8 Test. To the "WHITEBOOK", DELETE in its entirety.

500-2.4.10 Applicable Standards. To the "WHITEBOOK", DELETE in its entirety.

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

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

6. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) **CalTrans** encroachment areas.
 - b) **MTS** encroachment areas.

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
Heavy Metal	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR	04.06-Heavy Metals standards, and

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
		503.13(a) Tables 1 and 3.	Hazardous Elements.
Particle Size	≥ 90%	% dry weight passing through 11mm	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 ($C_u = D_{60}/D_{10}$) 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	-	-
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).

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the “WHITEBOOK”, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDIX A
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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

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

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

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

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2. Construction and maintenance related activities (see Tab 2).
 - b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
 - c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
 - d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
 - e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
 - f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
 - g. After the fees have been paid and an account has been created, the

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

**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 (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) 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:	<input type="checkbox"/>	<input type="checkbox"/> Check Box if Reclaimed Water

Company Information

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

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

City Meter	Private Meter
Contract Acct #:	Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Size: Backflow Make and Style:
Name:	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX B

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 C
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 D
SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:


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

Hours and Days of Operation:

Monday through Friday 7 a.m. to 4 p.m.

City of San Diego Contractor:

KTA Construction 619-719-3771

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



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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City of San Diego Contractor:

KTA Construction 619-719-3771

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

APPENDIX E
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 _____		24 HRS. PHONE _____	
ADDRESS _____		CITY _____ STATE _____ ZIP _____	
EPA ID NO. _____	MANIFEST DOCUMENT NO. _____		ACCUMULATION START DATE _____
EPA WASTE NO. _____	CA WASTE NO. _____		
CONTENTS, COMPOSITION _____			
PROPER DOT SHIPPING NAME _____			
TECHNICAL NAME (S) _____			
UN/NA NO. WITH PREFIX _____			
PHYSICAL STATE		HAZARDOUS PROPERTIES	
<input type="checkbox"/> SOLID	<input type="checkbox"/> LIQUID	<input type="checkbox"/> CORROSIVE	<input type="checkbox"/> REACTIVE
		<input type="checkbox"/> FLAMMABLE	<input type="checkbox"/> TOXIC
		<input type="checkbox"/> 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 MO DAY YR DATE	TIME OES NOTIFIED (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 NOTIFI - CATION 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.

APPENDIX F

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

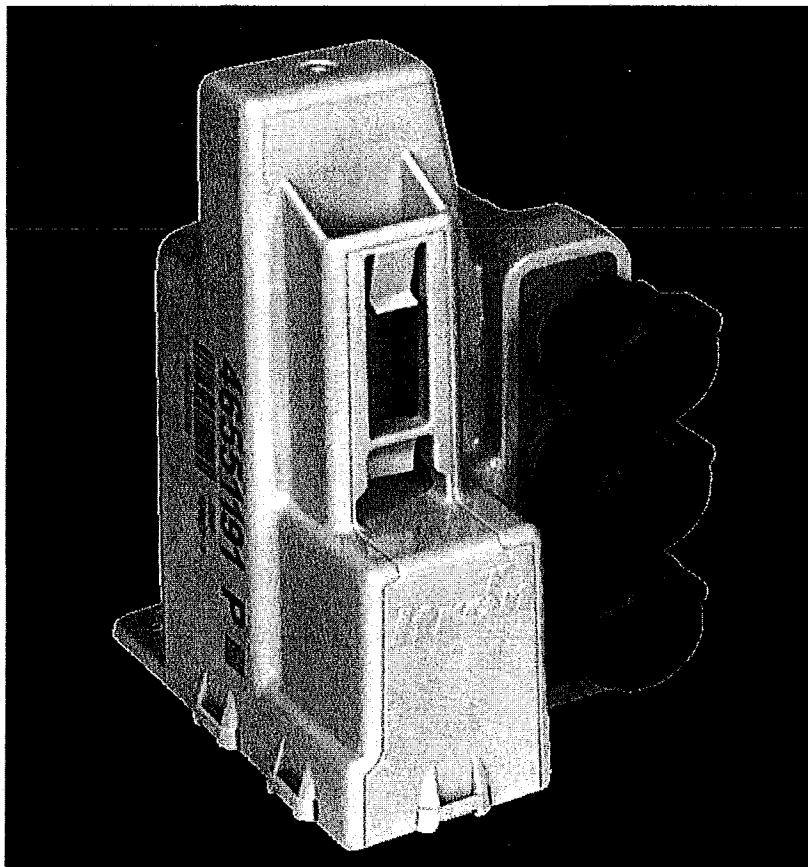
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

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

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

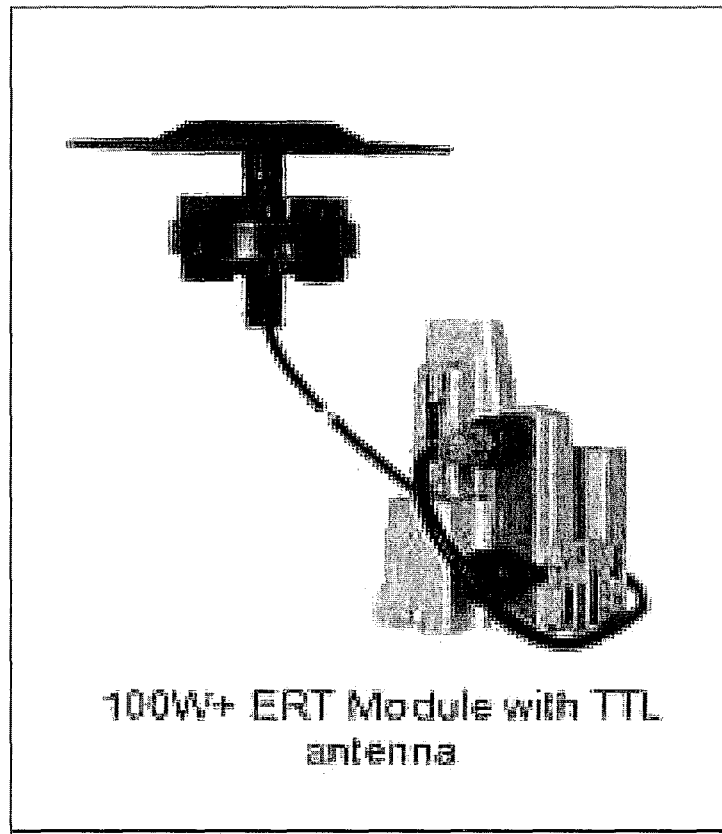
- A. Endpoints, see Photo 1:

Photo 1



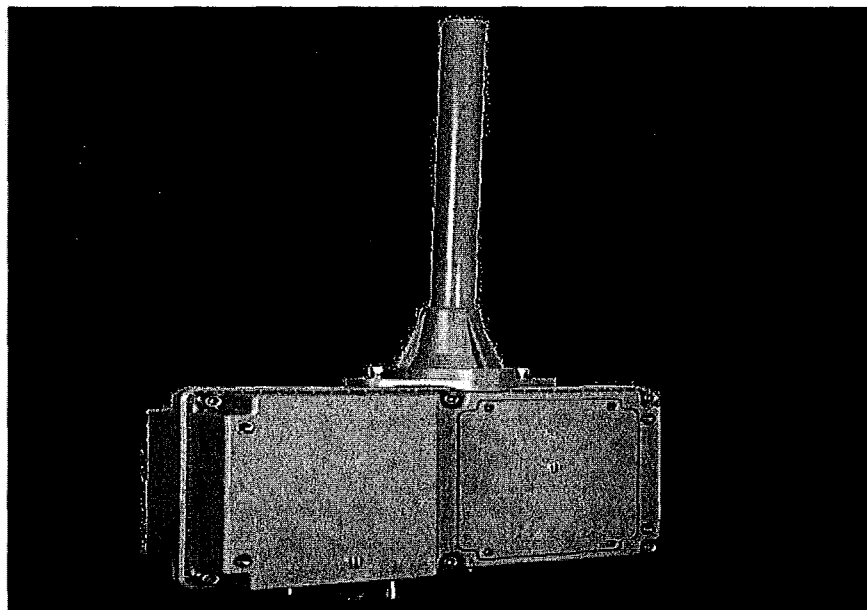
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



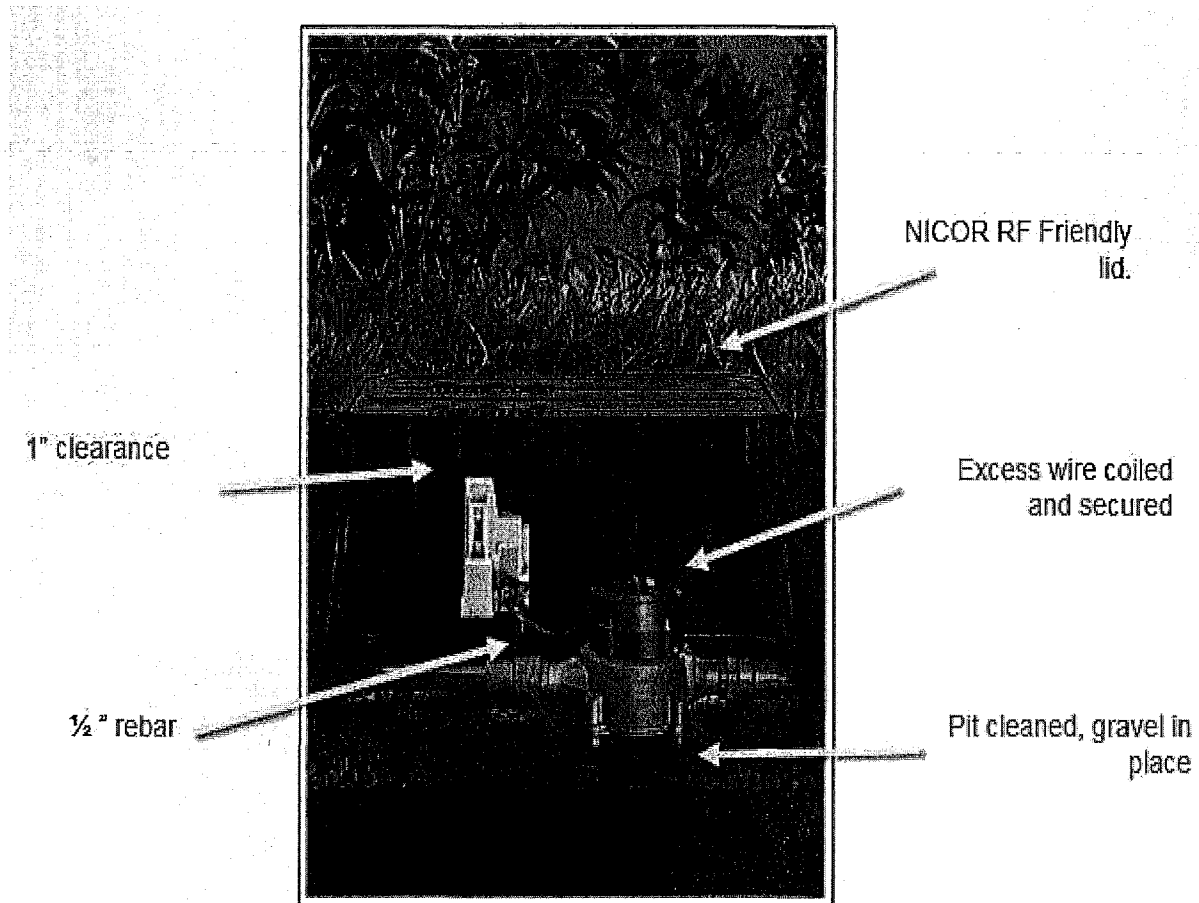
Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

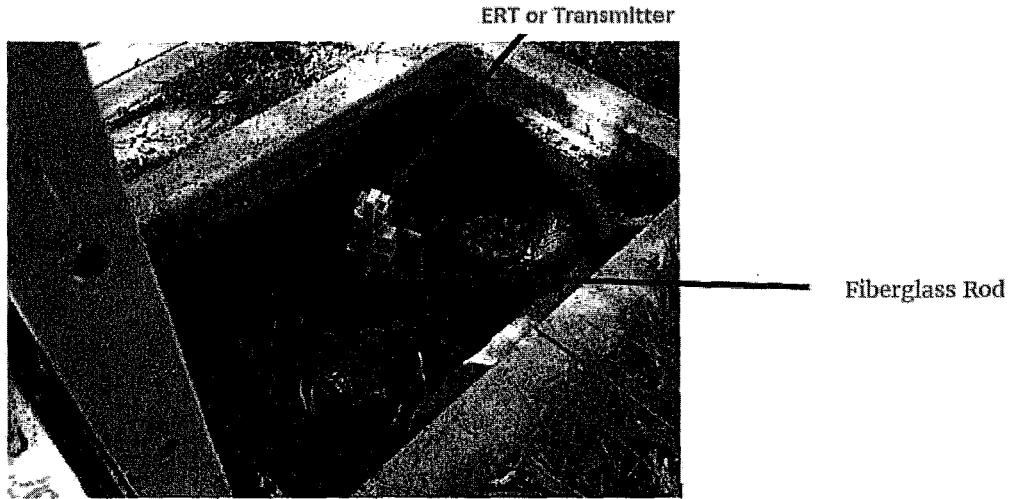
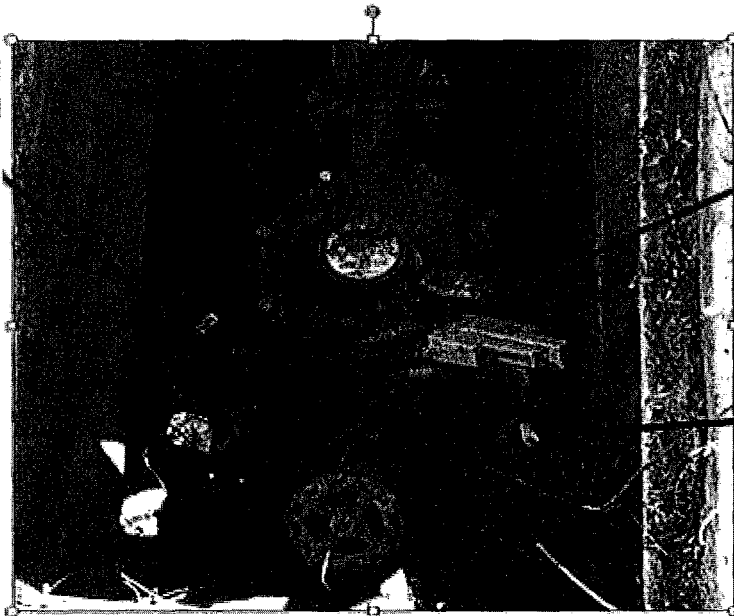


Photo 6 below is an example of disturbance that shall be avoided:

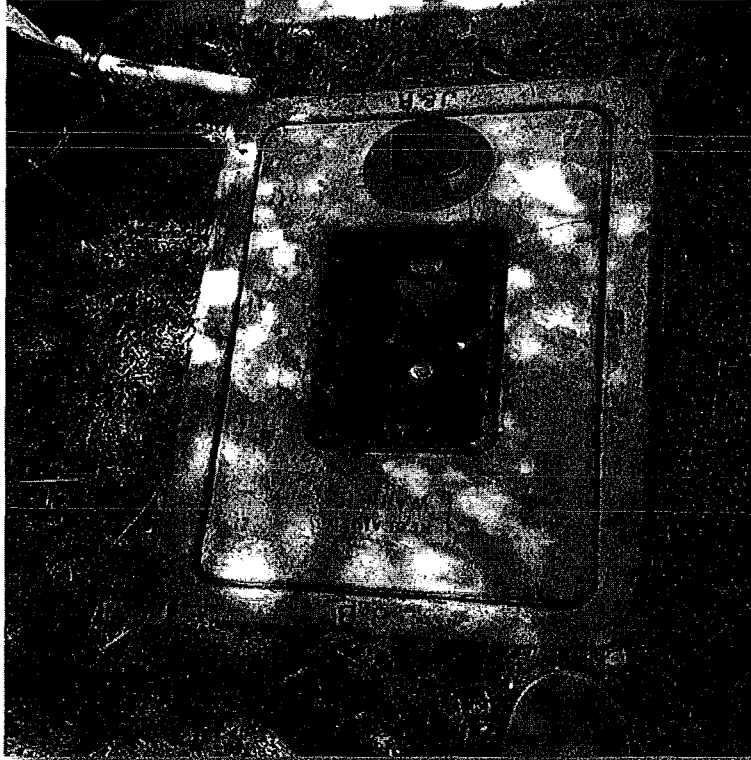
Photo 6

The antenna was drilled into the lid and now it is removed



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

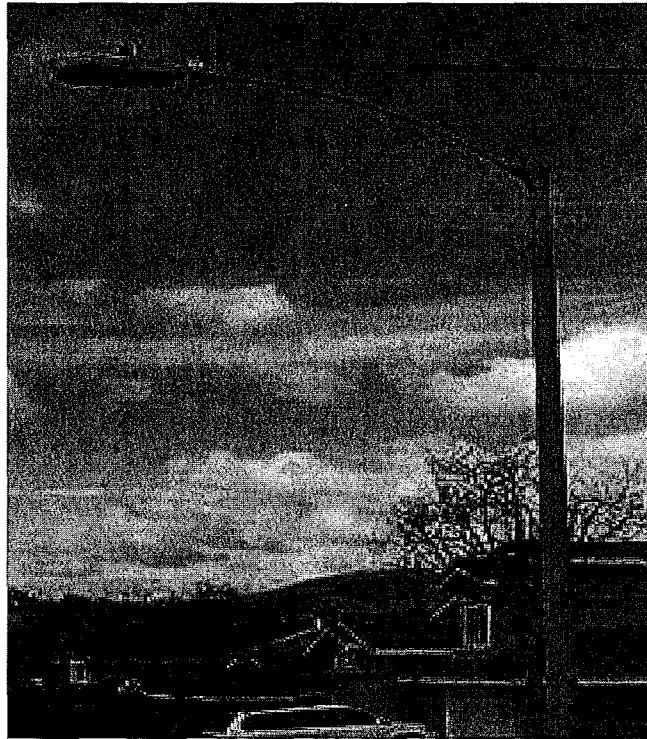
Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

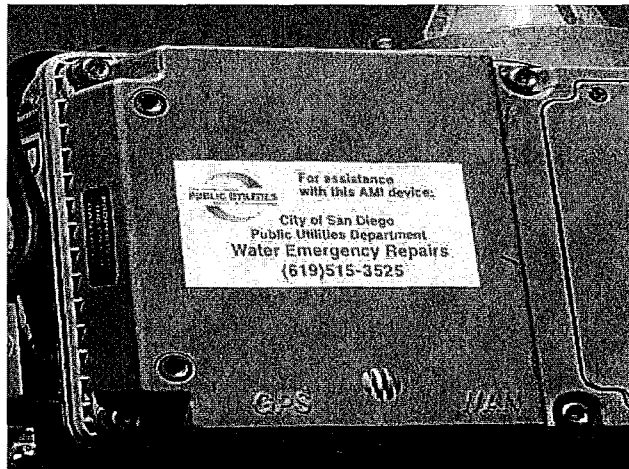
Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego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

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G
EVALUATION AND SELECTION CRITERIA

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Addenda to this RFP – Pass / Fail

- 1.1. The Proposer shall acknowledge each addendum issued in connection with this RFP, by listing all issued addenda on an Addenda Acknowledgement sheet to be submitted with the Proposal. Failure to acknowledge all issued addenda may result in the Proposal being considered **non-responsive** and ineligible for further consideration.
- 1.2. Including copies of addenda with the Proposal shall not constitute acknowledgement of issued addenda.

2. Proposer Exceptions to this RFP – Pass / Fail

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

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. Summary of Proposal (5 Points Max)

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

5. Project Team (10 Points Max)

- 5.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
 - 5.1.1 Civil
 - 5.1.2 Environmental
 - 5.1.3 Geotechnical

5.1.4 Corrosion

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

- 6.1.** Describe specifically how Attachment A, Section 42. Supplemental Requirements will be implemented in particular item 42.2, work needed to accomplish the scope of work generally in accordance with the recommendations in the Bridging Documents. 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. Required water and sewer separations as specified by the Health Services Department.
 - 6.2.5. Paving Restoration.
 - 6.2.6. Replumb research.
 - 6.2.7. Phasing of design and construction work of each site separately
 - 6.2.8. Curb Ramp Design and Installation plan pursuant to the ADA Preliminary Engineering report (part of the bridging documents) and highlight any Modification, if any.
 - 6.2.9. Phasing and Coordination with Adjacent Projects
 - 6.2.10. Storm Water Pollution Control Best Management Practices.
 - 6.2.11. Subsurface Investigation and Geotechnical Work.
 - 6.2.12. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design) and proposed durations.

- 6.2.13. Water infiltration into open trenches due to high groundwater levels.
- 6.2.14. Execution of work of sites that fall within CalTrans and MTS ROW as compared to the other locations.
- 6.2.15. Explanation of the challenges that the easement locations have and a plan on how these challenges will be mitigated.

7. Construction Plan (35 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. General plan for functional testing and start-up
- 7.1.4. Proposed safety program
- 7.1.5. Replumb installation
- 7.1.6. Proposed emergency response plan
- 7.1.7. Nearby water Infrastructures
- 7.1.8. Possibly collapsing trenches
- 7.1.9. Phasing of design and construction work of each site separately
- 7.1.10. Proposed construction schedule
- 7.1.11. Traffic Control Management
- 7.1.12. 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.

7.2.6. The process and procedure for dealing with groundwater.

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.

8. Community Outreach and Impact (15 Points Max)

8.1. 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.

8.2. Community Coordination – Due to the moratoriums, how do you plan to phase the project and keep the community informed?

8.3. Work with homeowners that may need replumbs.

- 8.4. 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?
- 8.5. Residents and Visitors – how will traffic and bus stops be impacted? How will you minimize the impacts?
- 8.6. Construction mitigation plan to minimize impacts to local businesses (i.e. impacts the business access and parking)

TOTAL POINTS: 100

9. Review of Technical Proposal

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

10. Final Selection Based On Adjusted Low Proposal

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

Design-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

ATTACHMENT H

PRICE FORMS

The Design-Builder agrees to the design and construction of **PRIORITY SEWER MAIN REPLACEMENT GROUP 16**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ 56,000.00
2	541330	Engineering and Design Services Map 1	1	D	LS	 	\$ 50,000.00
3	237110	Field Construction Map 1	1		LS	 	\$ 465,000.00
4	541330	Community Outreach Map 1 (Design)	1	D	LS	 	\$ 2,000.00
5	541330	Community Outreach Map 1 (Construction)	1		LS	 	\$ 2,300.00
6	541370	Survey Services Map 1 (Design)	1	D	LS	 	\$ 5,000.00
7	541370	Survey Services Map 1 (Construction)	1		LS	 	\$ 1.00
8	237110	Mobilization Map 1	1		LS	 	\$ 3,000.00
9	541330	WPCP Development Map 1	1		LS	 	\$ 1,000.00
10	237110	WPCP Implementation Map 1	1		LS	 	\$ 2,100.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
11	541330	Engineering and Design Services Map 2	1	D	LS	 	\$ 15,000.00
12	237110	Field Construction Map 2	1		LS	 	\$ 120,000.00
13	541330	Community Outreach Map 2 (Design)	1	D	LS	 	\$ 2,000.00
14	541330	Community Outreach Map 2 (Construction)	1		LS	 	\$ 1,200.00
15	541370	Survey Services Map 2 (Design)	1	D	LS	 	\$ 5,000.00
16	541370	Survey Services Map 2 (Construction)	1		LS	 	\$ 1.00
17	237110	Mobilization Map 2	1		LS	 	\$ 7,600.00
18	541330	WPCP Development Map 2	1		LS	 	\$ 1,000.00
19	237110	WPCP Implementation Map 2	1		LS	 	\$ 1,700.00
20	541330	Engineering and Design Services Map 3	1	D	LS	 	\$ 11,000.00
21	237110	Field Construction Map 3	1		LS	 	\$ 165,000.00
22	541330	Community Outreach Map 3 (Design)	1	D	LS	 	\$ 1,100.00
23	541330	Community Outreach Map 3 (Construction)	1		LS	 	\$ 2,000.00
24	541370	Survey Services Map 3 (Design)	1	D	LS	 	\$ 2,400.00
25	541370	Survey Services Map 3 (Construction)	1		LS	 	\$ 3,900.00
26	237110	Mobilization Map 3	1		LS	 	\$ 18,000.00
27	541330	WPCP Development Map 3	1		LS	 	\$ 1,000.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
28	237110	WPCP Implementation Map 3	1		LS		\$ 4,000.00
29	237110	Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 3	1		AL		\$250,000.00
30	541330	Engineering and Design Services Map 4	1	D	LS		\$ 20,000.00
31	237110	Field Construction Map 4	1		LS		\$ 350,000.00
32	541330	Community Outreach Map 4 (Design)	1	D	LS		\$ 1,200.00
33	541330	Community Outreach Map 4 (Construction)	1		LS		\$ 3,000.00
34	541370	Survey Services Map 4 (Design)	1	D	LS		\$ 2,400.00
35	541370	Survey Services Map 4 (Construction)	1		LS		\$ 3,700.00
36	237110	Mobilization Map 4	1		LS		\$ 30,000.00
37	541330	WPCP Development Map 4	1		LS		\$ 1,000.00
38	237110	WPCP Implementation Map 4	1		LS		\$ 12,000.00
39	237110	Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 4	1		AL		\$250,000.00
40	541330	Engineering and Design Services Map 5	1	D	LS		\$ 20,000.00
41	237110	Field Construction Map 5	1		LS		\$ 170,000.00
42	541330	Community Outreach Map 5 (Design)	1	D	LS		\$ 2,000.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
43	541330	Community Outreach Map 5 (Construction)	1		LS	 	\$ 1,400.00
44	541370	Survey Services Map 5 (Design)	1	D	LS	 	\$ 2,400.00
45	541370	Survey Services Map 5 (Construction)	1		LS	 	\$ 2,400.00
46	237110	Mobilization Map 5	1		LS	 	\$ 13,000.00
47	541330	WPCP Development Map 5	1		LS	 	\$ 1,000.00
48	237110	WPCP Implementation Map 5	1		LS	 	\$ 4,100.00
49	541330	Engineering and Design Services Map 6	1	D	LS	 	\$ 20,000.00
50	237110	Field Construction Map 6	1	-	LS	 	\$ 195,000.00
51	541330	Community Outreach Map 6 (Design)	1	D	LS	 	\$ 2,000.00
52	541330	Community Outreach Map 6 (Construction)	1		LS	 	\$ 1,900.00
53	541370	Survey Services Map 6 (Design)	1	D	LS	 	\$ 2,400.00
54	541370	Survey Services Map 6 (Construction)	1		LS	 	\$ 3,900.00
55	237110	Mobilization Map 6	1		LS	 	\$ 26,000.00
56	541330	WPCP Development Map 6	1		LS	 	\$ 1,000.00
57	237110	WPCP Implementation Map 6	1		LS	 	\$ 5,400.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
58	237110	Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 6	1		AL		\$250,000.00
59	541330	Engineering and Design Services Map 7	1	D	LS		\$ 15,000.00
60	237110	Field Construction Map 7	1		LS		\$ 45,000.00
61	541330	Community Outreach Map 7 (Design)	1	D	LS		\$ 820.00
62	541330	Community Outreach Map 7 (Construction)	1		LS		\$ 1,200.00
63	541370	Survey Services Map 7 (Design)	1	D	LS		\$ 2,400.00
64	541370	Survey Services Map 7 (Construction)	1		LS		\$ 1.00
65	237110	Mobilization Map 7	1		LS		\$ 2,300.00
66	541330	WPCP Development Map 7	1		LS		\$ 1,000.00
67	237110	WPCP Implementation Map 7	1		LS		\$ 840.00
68	541330	Engineering and Design Services Map 8	1	D	LS		\$ 15,000.00
69	237110	Field Construction Map 8	1	-	LS		\$ 115,000.00
70	541330	Community Outreach Map 8 (Design)	1	D	LS		\$ 1,200.00
71	541330	Community Outreach Map 8 (Construction)	1		LS		\$ 2,900.00
72	541370	Survey Services Map 8 (Design)	1	D	LS		\$ 2,400.00
73	541370	Survey Services Map 8 (Construction)	1		LS		\$ 1.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
74	237110	Mobilization Map 8	1		LS	 	\$ 30,000.00
75	541330	WPCP Development Map 8	1		LS	 	\$ 1,000.00
76	237110	WPCP Implementation Map 8	1		LS	 	\$ 10,000.00
77	541330	Engineering and Design Services Map 10	1	D	LS	 	\$ 15,000.00
78	237110	Field Construction Map 10	1		LS	 	\$ 280,000.00
79	541330	Community Outreach Map 10 (Design)	1	D	LS	 	\$ 800.00
80	541330	Community Outreach Map 10 (Construction)	1		LS	 	\$ 950.00
81	541370	Survey Services Map 10 (Design)	1	D	LS	 	\$ 2,400.00
82	541370	Survey Services Map 10 (Construction)	1		LS	 	\$ 2,600.00
83	237110	Mobilization Map 10	1		LS	 	\$ 32,000.00
84	541330	WPCP Development Map 10	1		LS	 	\$ 1,000.00
85	237110	WPCP Implementation Map 10	1		LS	 	\$ 10,000.00
86	541330	Engineering and Design Services Map 11	1	D	LS	 	\$ 20,000.00
87	237110	Field Construction Map 11	1		LS	 	\$ 180,000.00
88	541330	Community Outreach Map 11 (Design)	1	D	LS	 	\$ 850.00
89	541330	Community Outreach Map 11 (Construction)	1		LS	 	\$ 1,800.00
90	541370	Survey Services Map 11 (Design)	1	D	LS	 	\$ 2,400.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
91	541370	Survey Services Map 11 (Construction)	1		LS	 	\$ 1.00
92	237110	Mobilization Map 11	1		LS	 	\$ 21,000.00
93	541330	WPCP Development Map 11	1		LS	 	\$ 1,000.00
94	237110	WPCP Implementation Map 11	1		LS	 	\$ 4,200.00
95	541330	Engineering and Design Services Map 12	1	D	LS	 	\$ 20,000.00
96	237110	Field Construction Map 12	1		LS	 	\$ 275,000.00
97	541330	Community Outreach Map 12 (Design)	1	D	LS	 	\$ 870.00
98	541330	Community Outreach Map 12 (Construction)	1		LS	 	\$ 1,200.00
99	541370	Survey Services Map 12 (Design)	1	D	LS	 	\$ 2,400.00
100	541370	Survey Services Map 12 (Construction)	1		LS	 	\$ 4,400.00
101	237110	Mobilization Map 12	1		LS	 	\$ 14,000.00
102	541330	WPCP Development Map 12	1		LS	 	\$ 1,000.00
103	237110	WPCP Implementation Map 12	1		LS	 	\$ 5,400.00
104	541330	Engineering and Design Services Map 13	1	D	LS	 	\$ 15,000.00
105	237110	Field Construction Map 13	1		LS	 	\$ 170,000.00
106	541330	Community Outreach Map 13 (Design)	1	D	LS	 	\$ 870.00
107	541330	Community Outreach Map 13 (Construction)	1		LS	 	\$ 1,200.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
108	541370	Survey Services Map 13 (Design)	1	D	LS		\$ 2,400.00
109	541370	Survey Services Map 13 (Construction)	1		LS		\$ 1.00
110	237110	Mobilization Map 13	1		LS		\$ 3,000.00
111	541330	WPCP Development Map 13	1		LS		\$ 1,000.00
112	237110	WPCP Implementation Map 13	1		LS		\$ 1,100.00
113	541330	Engineering and Design Services Map 14	1	D	LS		\$ 20,000.00
114	237110	Field Construction Map 14	1		LS		\$ 175,000.00
115	541330	Community Outreach Map 14 (Design)	1	D	LS		\$ 700.00
116	541330	Community Outreach Map 14 (Construction)	1		LS		\$ 1,100.00
117	541370	Survey Services Map 14 (Design)	1	D	LS		\$ 2,400.00
118	541370	Survey Services Map 14 (Construction)	1		LS		\$ 2,200.00
119	237110	Mobilization Map 14	1		LS		\$ 11,000.00
120	541330	WPCP Development Map 14	1		LS		\$ 1,000.00
121	237110	WPCP Implementation Map 14	1		LS		\$ 3,700.00
122	541330	Engineering and Design Services Map 15	1	D	LS		\$ 30,000.00
123	237110	Field Construction Map 15	1		LS		\$ 100,000.00
124	541330	Community Outreach Map 15 (Design)	1	D	LS		\$ 1,000.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
125	541330	Community Outreach Map 15 (Construction)	1		LS		\$ 1,700.00
126	541370	Survey Services Map 15 (Design)	1	D	LS		\$ 2,400.00
127	541370	Survey Services Map 15 (Construction)	1		LS		\$ 1.00
128	237110	Mobilization Map 15	1		LS		\$ 14,000.00
129	541330	WPCP Development Map 15	1		LS		\$ 1,000.00
130	237110	WPCP Implementation Map 15	1		LS		\$ 2,900.00
131	541330	Engineering and Design Services Map 16	1	D	LS		\$ 15,000.00
132	237110	Field Construction Map 16	1		LS		\$ 45,000.00
133	541330	Community Outreach Map 16 (Design)	1	D	LS		\$ 750.00
134	541330	Community Outreach Map 16 (Construction)	1		LS		\$ 1,000.00
135	541370	Survey Services Map 16 (Design)	1	D	LS		\$ 2,400.00
136	541370	Survey Services Map 16 (Construction)	1		LS		\$ 1.00
137	237110	Mobilization Map 16	1		LS		\$ 8,900.00
138	541330	WPCP Development Map 16	1		LS		\$ 1,000.00
139	237110	WPCP Implementation Map 16	1		LS		\$ 1,900.00
140	541330	Engineering and Design Services Map 17	1	D	LS		\$ 20,000.00
141	237110	Field Construction Map 17	1		LS		\$ 230,000.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
142	541330	Community Outreach Map 17 (Design)	1	D	LS	 	\$ 900.00
143	541330	Community Outreach Map 17 (Construction)	1		LS	 	\$ 1,500.00
144	541370	Survey Services Map 17 (Design)	1	D	LS	 	\$ 2,400.00
145	541370	Survey Services Map 17 (Construction)	1		LS	 	\$ 2,800.00
146	237110	Mobilization Map 17	1		LS	 	\$ 23,000.00
147	541330	WPCP Development Map 17	1		LS	 	\$ 1,000.00
148	237110	WPCP Implementation Map 17	1		LS	 	\$ 6,000.00
149	541330	Engineering and Design Services Map 18	1	D	LS	 	\$ 40,000.00
150	237110	Field Construction Map 18	1	-	LS	 	\$ 510,000.00
151	541330	Community Outreach Map 18 (Design)	1	D	LS	 	\$ 900.00
152	541330	Community Outreach Map 18 (Construction)	1		LS	 	\$ 1,500.00
153	541370	Survey Services Map 18 (Design)	1	D	LS	 	\$ 2,400.00
154	541370	Survey Services Map 18 (Construction)	1		LS	 	\$ 8,100.00
155	237110	Mobilization Map 18	1		LS	 	\$ 28,000.00
156	541330	WPCP Development Map 18	1		LS	 	\$ 1,000.00
157	237110	WPCP Implementation Map 18	1		LS	 	\$ 7,600.00
158	541330	Engineering and Design Services Map 19	1	D	LS	 	\$ 15,000.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
159	237110	Field Construction Map 19	1	-	LS		\$ 150,000.00
160	541330	Community Outreach Map 19 (Design)	1	D	LS		\$ 900.00
161	541330	Community Outreach Map 19 (Construction)	1		LS		\$ 1,500.00
162	541370	Survey Services Map 19 (Design)	1	D	LS		\$ 2,400.00
163	541370	Survey Services Map 19 (Construction)	1		LS		\$ 920.00
164	237110	Mobilization Map 19	1		LS		\$ 18,000.00
165	541330	WPCP Development Map 19	1		LS		\$ 1,000.00
166	237110	WPCP Implementation Map 19	1		LS		\$ 4,000.00
167	541330	Engineering and Design Services Map 20	1	D	LS		\$ 15,000.00
168	237110	Field Construction Map 20	1		LS		\$ 310,000.00
169	541330	Community Outreach Map 20 (Design)	1	D	LS		\$ 900.00
170	541330	Community Outreach Map 20 (Construction)	1		LS		\$ 1,800.00
171	541370	Survey Services Map 20 (Design)	1	D	LS		\$ 2,400.00
172	541370	Survey Services Map 20 (Construction)	1		LS		\$ 1.00
173	237110	Mobilization Map 20	1		LS		\$ 18,000.00
174	541330	WPCP Development Map 20	1		LS		\$ 1,000.00
175	237110	WPCP Implementation Map 20	1		LS		\$ 4,400.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
176	541330	Engineering and Design Services Map 21	1	D	LS	 	\$ 65,000.00
177	237110	Field Construction Map 21	1		LS	 	\$ 1,370,500.00
178	541330	Community Outreach Map 21 (Design)	1	D	LS	 	\$ 1,200.00
179	541330	Community Outreach Map 21 (Construction)	1		LS	 	\$ 3,700.00
180	541370	Survey Services Map 21 (Design)	1	D	LS	 	\$ 2,400.00
181	541370	Survey Services Map 21 (Construction)	1		LS	 	\$ 12,000.00
182	237110	Mobilization Map 21	1		LS	 	\$ 49,000.00
183	541330	WPCP Development Map 21	1		LS	 	\$ 1,000.00
184	237110	WPCP Implementation Map 21	1		LS	 	\$ 14,000.00
185	541330	Engineering and Design Services Map 22	1	D	LS	 	\$ 15,000.00
186	237110	Field Construction Map 22	1		LS	 	\$ 160,000.00
187	541330	Community Outreach Map 22 (Design)	1	D	LS	 	\$ 900.00
188	541330	Community Outreach Map 22 (Construction)	1		LS	 	\$ 1,600.00
189	541370	Survey Services Map 22 (Design)	1	D	LS	 	\$ 2,400.00
190	541370	Survey Services Map 22 (Construction)	1		LS	 	\$ 1.00
191	237110	Mobilization Map 22	1		LS	 	\$ 3,000.00
192	541330	WPCP Development Map 22	1		LS	 	\$ 1,000.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
193	237110	WPCP Implementation Map 22	1		LS	 	\$ 10,000.00
194	541330	Engineering and Design Services Map 23	1	D	LS	 	\$ 15,000.00
195	237110	Field Construction Map 23	1		LS	 	\$ 110,000.00
196	541330	Community Outreach Map 23 (Design)	1	D	LS	 	\$ 870.00
197	541330	Community Outreach Map 23 (Construction)	1		LS	 	\$ 1,200.00
198	541370	Survey Services Map 23 (Design)	1	D	LS	 	\$ 2,400.00
199	541370	Survey Services Map 23 (Construction)	1		LS	 	\$ 1.00
200	237110	Mobilization Map 23	1		LS	 	\$ 30,000.00
201	541330	WPCP Development Map 23	1		LS	 	\$ 1,000.00
202	237110	WPCP Implementation Map 23	1		LS	 	\$ 10,000.00
203	541330	Engineering and Design Services Map 24	1	D	LS	 	\$ 20,000.00
204	237110	Field Construction Map 24	1		LS	 	\$ 525,000.00
205	541330	Community Outreach Map 24 (Design)	1	D	LS	 	\$ 1,000.00
206	541330	Community Outreach Map 24 (Construction)	1		LS	 	\$ 1,700.00
207	541370	Survey Services Map 24 (Design)	1	D	LS	 	\$ 2,400.00
208	541370	Survey Services Map 24 (Construction)	1		LS	 	\$ 8,100.00
209	237110	Mobilization Map 24	1		LS	 	\$ 40,000.00

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
210	541330	WPCP Development Map 24	1		LS	 	\$ 1,000.00
211	237110	WPCP Implementation Map 24	1		LS	 	\$ 10,000.00
212	541330	Engineering and Design Services Map 25	1	D	LS	 	\$ 15,000.00
213	237110	Field Construction Map 25	1		LS	 	\$ 90,000.00
214	541330	Community Outreach Map 25 (Design)	1	D	LS	 	\$ 800.00
215	541330	Community Outreach Map 25 (Construction)	1		LS	 	\$ 1,100.00
216	541370	Survey Services Map 25 (Design)	1	D	LS	 	\$ 2,400.00
217	541370	Survey Services Map 25 (Construction)	1		LS	 	\$ 1.00
218	237110	Mobilization Map 25	1		LS	 	\$ 30,000.00
219	541330	WPCP Development Map 25	1		LS	 	\$ 1,000.00
220	237110	WPCP Implementation Map 25	1		LS	 	\$ 10,000.00
221	237310	Caltrans Encroachment Permit (EOC Type I)	1		AL	 	\$5,000.00
222	237310	MTS Encroachment Permit (EOC Type I)	1		AL	 	\$5,000.00
223		City Contingency (EOC Type II)	1		AL	 	\$450,000.00
TOTAL FOR DESIGN-BUILD PROPOSAL (ITEMS NO 1 THROUGH 223, INCLUSIVE)							\$ 8,919,452.00

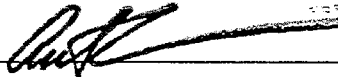
*** Design Element (For City Use)**

Total Price for Design-Build Proposal, (items 1 through 223, inclusive) amount written in words:

Eight Million Nine Hundred Nineteen Thousand Four Hundred Fifty-Two Dollars and NO Cents

Design-Builder: TC Construction Company Inc.

Title: President

Signature: Austin Cameron 

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal 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**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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	\$397,000.00	OBE	N/A	
Name: <u>Vic Salazar Communications</u> Address: <u>5205 Kearny Villa Way #107</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619-517-4744</u> Email: <u>vic@vicsalazar.com</u>	Designer	N/A	Community Liaison for Design	\$22,995	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

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

****TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: <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	\$208,800	Yes	No	DVBE	CADoGS
Name: <u>F & L Fuels</u> Address: <u>1635 W Gaylord St</u> City: <u>Long Beach</u> State: <u>CA</u> Zip: <u>90813</u> Phone: <u>562-432-1301</u> Email: <u>tectyl@msn.com</u>	Supplies	\$124,200	Yes	No	DVBE	CADoGS

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

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

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

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

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

ATTACHMENT I

CERTIFICATIONS AND FORMS

CERTIFICATIONS AND FORMS

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


Design-Build Proposal

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 **PRIORITY SEWER MAIN REPLACEMENT GROUP 16 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 10, 2017

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:

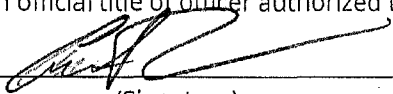
- (1) Name under which business is conducted _____
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

- (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, California 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 4-30-19

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____
1000003132

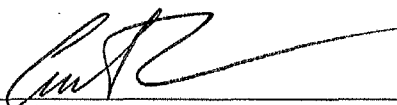
This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

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 _____

SEE ATTACHED

(NOTARIAL SEAL)

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 7 day of April, 2017,
 by Austin Cameron
 (and (2) _____),
 Name(s) of Signer(s)

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

Signature T. Papp
 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: Design Build Proposal Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TC Construction Company, Inc., a corporation, as principal, and
Liberty Mutual Insurance Company, a corporation authorized to do

business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Eight Million Nine Hundred Nineteen Thousand Four Hundred Fifty Two Dollars and Zero Cents (\$8,919,452.00)** for the faithful performance of the annexed contract, and in the sum of **Eight Million Nine Hundred Nineteen Thousand Four Hundred Fifty Two Dollars and Zero Cents (\$8,919,452.00)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Project Title **PRIORITY SEWER MAIN REPLACEMENT GROUP 16**, RFP Number **K-17-1488-MAC-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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 June 29, 2017

Approved as to Form

TC Construction Company, Inc.

Principal

By 

AUSTIN CAMERON, PRESIDENT

Printed Name of Person Signing for
Principal

Mara W. Elliott, City Attorney

By 
Deputy City Attorney

Liberty Mutual Insurance Company

Surety

By 

Minna Huovila 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

(714) 634-3311

Local Telephone No. of Surety

Premium \$ 74,638.00

Bond No. 024067691

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)

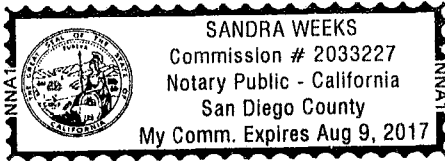
On June 30, 2017 before me, Sandra Weeks, Notary Public
Date Here Insert Name and Title of the Officer

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
Title or Type of Document: Labor and Material Men's Bond Document Date: _____
Number of Pages: 1 Signer(s) Other Than Named Above: N/A

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)

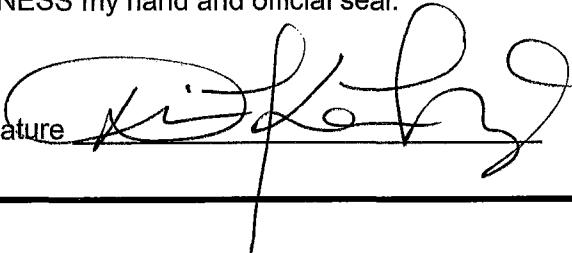
On June 29, 2017 before me, Diana Kai Murphy, Notary Public
(insert name and title of the officer)

personally appeared Minna Huovila
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.

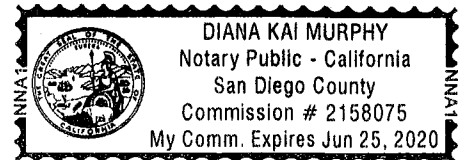
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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. 7552374

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley R. Orr; Dale G. Harshaw; Geoffrey Shelton; John R. Qualin; Kyle King; Minna Huovila; 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 22nd day of November, 2016.



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 22nd day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion 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 The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of June, 2017.



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

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

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)
) ss.
County of _____)

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

CONTRACTOR CERTIFICATION

Equal Benefits Ordinance Certification

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

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.


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

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

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

Contractor Name: TC Construction Company Inc.

Certified By Austin Cameron Title President


 Name

 Signature

Date April 10, 2017

USE ADDITIONAL FORMS AS NECESSARY

AFFIDAVIT OF DISPOSAL

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

WHEREAS, on the 29TH DAY OF JUNE, 2017
the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

PRIORITY SEWER MAIN REPLACEMENT GROUP 16

(Name of Task)

as particularly described in said contract and identified as Bid No. **K-17-1488-MAC-3**; SAP No. (WBS/IO/CC) **B-16018**; 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

ATTACHMENT J

MACC TASK ORDER AGREEMENT

MACC TASK ORDER AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 18 day of September, 2017, by and between The City of San Diego [City], a municipal corporation, and TC Construction Company, Inc. [Design-Builder], for the purpose of designing and constructing the **PRIORITY SEWER MAIN REPLACEMENT GROUP 16** (Project) in the amount of **Eight Million Nine Hundred Nineteen Thousand Four Hundred Fifty Two Dollars and Zero Cents (\$8,919,452.00)**. 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-17-1488-MAC-3** for **PRIORITY SEWER MAIN REPLACEMENT GROUP 16**, 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

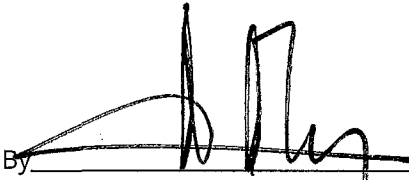
Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

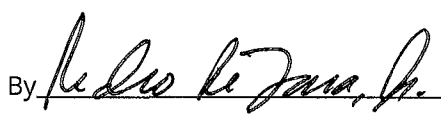
- D. Contract Documents. This Contract incorporates the 2015 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2015 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in 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: 
Print Name: Albert P. Rechany
Deputy Director
Public Works Department
Date: 9/18/17

Mara W. Elliott, City Attorney
By: 
Print Name: Pedro DeLara, Jr.
Deputy City Attorney
Date: 9/18/17

CONTRACTOR

By: 
Print Name: AUSTIN CAMERON
Title: PRESIDENT
Date: 6/29/2017

City of San Diego License No.: B1987004773

State Contractor's License No.: 402459

City of San Diego

CITY CONTACT: Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

ADDENDUM "4" PROPOSAL DOCUMENTS

e - Bidding



FOR

MACC TASK NUMBER: 06

PRIORITY SEWER MAIN REPLACEMENT GROUP 16

RFQ NO.:	<u>1293</u>
PROPOSAL NO.:	<u>K-17-1488-MAC-3</u>
SAP NO. (WBS/IO/CC):	<u>B-16018</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>1, 2, 3, 4, 7, 8 and 9</u>
PROJECT TYPE:	<u>JA</u>

PROPOSALS DUE:

**12:00 NOON
APRIL 10, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101
ATT: CONTRACT SPECIALIST**

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. ADDENDUM

1. To Addendum 2, page 11, Section C. Addendum, Item 3, Attachment H, "Price Forms", pages 12 through 21 and Addendum 3, page 3, Section C. Addendum, Item 1, **DELETE** in their entirety and **SUBSTITUTE** with pages 4 through 16 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *March 30, 2017*
San Diego, California

JN/AJ/Lad

ATTACHMENT H

PRICE FORMS

The Design-Builder agrees to the design and construction of **PRIORITY SEWER MAIN REPLACEMENT GROUP 16**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$
2	541330	Engineering and Design Services Map 1	1	D	LS	 	\$
3	237110	Field Construction Map 1	1		LS	 	\$
4	541330	Community Outreach Map 1 (Design)	1	D	LS	 	\$
5	541330	Community Outreach Map 1 (Construction)	1		LS	 	\$
6	541370	Survey Services Map 1 (Design)	1	D	LS	 	\$
7	541370	Survey Services Map 1 (Construction)	1		LS	 	\$
8	237110	Mobilization Map 1	1		LS	 	\$
9	541330	WPCP Development Map 1	1		LS	 	\$
10	237110	WPCP Implementation Map 1	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
11	541330	Engineering and Design Services Map 2	1	D	LS	 	\$
12	237110	Field Construction Map 2	1		LS	 	\$
13	541330	Community Outreach Map 2 (Design)	1	D	LS	 	\$
14	541330	Community Outreach Map 2 (Construction)	1		LS	 	\$
15	541370	Survey Services Map 2 (Design)	1	D	LS	 	\$
16	541370	Survey Services Map 2 (Construction)	1		LS	 	\$
17	237110	Mobilization Map 2	1		LS	 	\$
18	541330	WPCP Development Map 2	1		LS	 	\$
19	237110	WPCP Implementation Map 2	1		LS	 	\$
20	541330	Engineering and Design Services Map 3	1	D	LS	 	\$
21	237110	Field Construction Map 3	1		LS	 	\$
22	541330	Community Outreach Map 3 (Design)	1	D	LS	 	\$
23	541330	Community Outreach Map 3 (Construction)	1		LS	 	\$
24	541370	Survey Services Map 3 (Design)	1	D	LS	 	\$
25	541370	Survey Services Map 3 (Construction)	1		LS	 	\$
26	237110	Mobilization Map 3	1		LS	 	\$
27	541330	WPCP Development Map 3	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
28	237110	WPCP Implementation Map 3	1		LS	 	\$
29	237110	Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 3	1		AL	 	\$250,000.00
30	541330	Engineering and Design Services Map 4	1	D	LS	 	\$
31	237110	Field Construction Map 4	1		LS	 	\$
32	541330	Community Outreach Map 4 (Design)	1	D	LS	 	\$
33	541330	Community Outreach Map 4 (Construction)	1		LS	 	\$
34	541370	Survey Services Map 4 (Design)	1	D	LS	 	\$
35	541370	Survey Services Map 4 (Construction)	1		LS	 	\$
36	237110	Mobilization Map 4	1		LS	 	\$
37	541330	WPCP Development Map 4	1		LS	 	\$
38	237110	WPCP Implementation Map 4	1		LS	 	\$
39	237110	Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 4	1		AL	 	\$250,000.00
40	541330	Engineering and Design Services Map 5	1	D	LS	 	\$
41	237110	Field Construction Map 5	1		LS	 	\$
42	541330	Community Outreach Map 5 (Design)	1	D	LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
43	541330	Community Outreach Map 5 (Construction)	1		LS	 	\$
44	541370	Survey Services Map 5 (Design)	1	D	LS	 	\$
45	541370	Survey Services Map 5 (Construction)	1		LS	 	\$
46	237110	Mobilization Map 5	1		LS	 	\$
47	541330	WPCP Development Map 5	1		LS	 	\$
48	237110	WPCP Implementation Map 5	1		LS	 	\$
49	541330	Engineering and Design Services Map 6	1	D	LS	 	\$
50	237110	Field Construction Map 6	1	-	LS	 	\$
51	541330	Community Outreach Map 6 (Design)	1	D	LS	 	\$
52	541330	Community Outreach Map 6 (Construction)	1		LS	 	\$
53	541370	Survey Services Map 6 (Design)	1	D	LS	 	\$
54	541370	Survey Services Map 6 (Construction)	1		LS	 	\$
55	237110	Mobilization Map 6	1		LS	 	\$
56	541330	WPCP Development Map 6	1		LS	 	\$
57	237110	WPCP Implementation Map 6	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
58	237110	Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 6	1		AL		\$250,000.00
59	541330	Engineering and Design Services Map 7	1	D	LS		\$
60	237110	Field Construction Map 7	1		LS		\$
61	541330	Community Outreach Map 7 (Design)	1	D	LS		\$
62	541330	Community Outreach Map 7 (Construction)	1		LS		\$
63	541370	Survey Services Map 7 (Design)	1	D	LS		\$
64	541370	Survey Services Map 7 (Construction)	1		LS		\$
65	237110	Mobilization Map 7	1		LS		\$
66	541330	WPCP Development Map 7	1		LS		\$
67	237110	WPCP Implementation Map 7	1		LS		\$
68	541330	Engineering and Design Services Map 8	1	D	LS		\$
69	237110	Field Construction Map 8	1	-	LS		\$
70	541330	Community Outreach Map 8 (Design)	1	D	LS		\$
71	541330	Community Outreach Map 8 (Construction)	1		LS		\$
72	541370	Survey Services Map 8 (Design)	1	D	LS		\$
73	541370	Survey Services Map 8 (Construction)	1		LS		\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
74	237110	Mobilization Map 8	1		LS	 	\$
75	541330	WPCP Development Map 8	1		LS	 	\$
76	237110	WPCP Implementation Map 8	1		LS	 	\$
77	541330	Engineering and Design Services Map 10	1	D	LS	 	\$
78	237110	Field Construction Map 10	1		LS	 	\$
79	541330	Community Outreach Map 10 (Design)	1	D	LS	 	\$
80	541330	Community Outreach Map 10 (Construction)	1		LS	 	\$
81	541370	Survey Services Map 10 (Design)	1	D	LS	 	\$
82	541370	Survey Services Map 10 (Construction)	1		LS	 	\$
83	237110	Mobilization Map 10	1		LS	 	\$
84	541330	WPCP Development Map 10	1		LS	 	\$
85	237110	WPCP Implementation Map 10	1		LS	 	\$
86	541330	Engineering and Design Services Map 11	1	D	LS	 	\$
87	237110	Field Construction Map 11	1		LS	 	\$
88	541330	Community Outreach Map 11 (Design)	1	D	LS	 	\$
89	541330	Community Outreach Map 11 (Construction)	1		LS	 	\$
90	541370	Survey Services Map 11 (Design)	1	D	LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
91	541370	Survey Services Map 11 (Construction)	1		LS	 	\$
92	237110	Mobilization Map 11	1		LS	 	\$
93	541330	WPCP Development Map 11	1		LS	 	\$
94	237110	WPCP Implementation Map 11	1		LS	 	\$
95	541330	Engineering and Design Services Map 12	1	D	LS	 	\$
96	237110	Field Construction Map 12	1		LS	 	\$
97	541330	Community Outreach Map 12 (Design)	1	D	LS	 	\$
98	541330	Community Outreach Map 12 (Construction)	1		LS	 	\$
99	541370	Survey Services Map 12 (Design)	1	D	LS	 	\$
100	541370	Survey Services Map 12 (Construction)	1		LS	 	\$
101	237110	Mobilization Map 12	1		LS	 	\$
102	541330	WPCP Development Map 12	1		LS	 	\$
103	237110	WPCP Implementation Map 12	1		LS	 	\$
104	541330	Engineering and Design Services Map 13	1	D	LS	 	\$
105	237110	Field Construction Map 13	1		LS	 	\$
106	541330	Community Outreach Map 13 (Design)	1	D	LS	 	\$
107	541330	Community Outreach Map 13 (Construction)	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
108	541370	Survey Services Map 13 (Design)	1	D	LS	 	\$
109	541370	Survey Services Map 13 (Construction)	1		LS	 	\$
110	237110	Mobilization Map 13	1		LS	 	\$
111	541330	WPCP Development Map 13	1		LS	 	\$
112	237110	WPCP Implementation Map 13	1		LS	 	\$
113	541330	Engineering and Design Services Map 14	1	D	LS	 	\$
114	237110	Field Construction Map 14	1		LS	 	\$
115	541330	Community Outreach Map 14 (Design)	1	D	LS	 	\$
116	541330	Community Outreach Map 14 (Construction)	1		LS	 	\$
117	541370	Survey Services Map 14 (Design)	1	D	LS	 	\$
118	541370	Survey Services Map 14 (Construction)	1		LS	 	\$
119	237110	Mobilization Map 14	1		LS	 	\$
120	541330	WPCP Development Map 14	1		LS	 	\$
121	237110	WPCP Implementation Map 14	1		LS	 	\$
122	541330	Engineering and Design Services Map 15	1	D	LS	 	\$
123	237110	Field Construction Map 15	1		LS	 	\$
124	541330	Community Outreach Map 15 (Design)	1	D	LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
125	541330	Community Outreach Map 15 (Construction)	1		LS	 	\$
126	541370	Survey Services Map 15 (Design)	1	D	LS	 	\$
127	541370	Survey Services Map 15 (Construction)	1		LS	 	\$
128	237110	Mobilization Map 15	1		LS	 	\$
129	541330	WPCP Development Map 15	1		LS	 	\$
130	237110	WPCP Implementation Map 15	1		LS	 	\$
131	541330	Engineering and Design Services Map 16	1	D	LS	 	\$
132	237110	Field Construction Map 16	1		LS	 	\$
133	541330	Community Outreach Map 16 (Design)	1	D	LS	 	\$
134	541330	Community Outreach Map 16 (Construction)	1		LS	 	\$
135	541370	Survey Services Map 16 (Design)	1	D	LS	 	\$
136	541370	Survey Services Map 16 (Construction)	1		LS	 	\$
137	237110	Mobilization Map 16	1		LS	 	\$
138	541330	WPCP Development Map 16	1		LS	 	\$
139	237110	WPCP Implementation Map 16	1		LS	 	\$
140	541330	Engineering and Design Services Map 17	1	D	LS	 	\$
141	237110	Field Construction Map 17	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
142	541330	Community Outreach Map 17 (Design)	1	D	LS	 	\$
143	541330	Community Outreach Map 17 (Construction)	1		LS	 	\$
144	541370	Survey Services Map 17 (Design)	1	D	LS	 	\$
145	541370	Survey Services Map 17 (Construction)	1		LS	 	\$
146	237110	Mobilization Map 17	1		LS	 	\$
147	541330	WPCP Development Map 17	1		LS	 	\$
148	237110	WPCP Implementation Map 17	1		LS	 	\$
149	541330	Engineering and Design Services Map 18	1	D	LS	 	\$
150	237110	Field Construction Map 18	1	-	LS	 	\$
151	541330	Community Outreach Map 18 (Design)	1	D	LS	 	\$
152	541330	Community Outreach Map 18 (Construction)	1		LS	 	\$
153	541370	Survey Services Map 18 (Design)	1	D	LS	 	\$
154	541370	Survey Services Map 18 (Construction)	1		LS	 	\$
155	237110	Mobilization Map 18	1		LS	 	\$
156	541330	WPCP Development Map 18	1		LS	 	\$
157	237110	WPCP Implementation Map 18	1		LS	 	\$
158	541330	Engineering and Design Services Map 19	1	D	LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
159	237110	Field Construction Map 19	1	-	LS	 	\$
160	541330	Community Outreach Map 19 (Design)	1	D	LS	 	\$
161	541330	Community Outreach Map 19 (Construction)	1		LS	 	\$
162	541370	Survey Services Map 19 (Design)	1	D	LS	 	\$
163	541370	Survey Services Map 19 (Construction)	1		LS	 	\$
164	237110	Mobilization Map 19	1		LS	 	\$
165	541330	WPCP Development Map 19	1		LS	 	\$
166	237110	WPCP Implementation Map 19	1		LS	 	\$
167	541330	Engineering and Design Services Map 20	1	D	LS	 	\$
168	237110	Field Construction Map 20	1		LS	 	\$
169	541330	Community Outreach Map 20 (Design)	1	D	LS	 	\$
170	541330	Community Outreach Map 20 (Construction)	1		LS	 	\$
171	541370	Survey Services Map 20 (Design)	1	D	LS	 	\$
172	541370	Survey Services Map 20 (Construction)	1		LS	 	\$
173	237110	Mobilization Map 20	1		LS	 	\$
174	541330	WPCP Development Map 20	1		LS	 	\$
175	237110	WPCP Implementation Map 20	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
176	541330	Engineering and Design Services Map 21	1	D	LS		\$
177	237110	Field Construction Map 21	1		LS		\$
178	541330	Community Outreach Map 21 (Design)	1	D	LS		\$
179	541330	Community Outreach Map 21 (Construction)	1		LS		\$
180	541370	Survey Services Map 21 (Design)	1	D	LS		\$
181	541370	Survey Services Map 21 (Construction)	1		LS		\$
182	237110	Mobilization Map 21	1		LS		\$
183	541330	WPCP Development Map 21	1		LS		\$
184	237110	WPCP Implementation Map 21	1		LS		\$
185	541330	Engineering and Design Services Map 22	1	D	LS		\$
186	237110	Field Construction Map 22	1		LS		\$
187	541330	Community Outreach Map 22 (Design)	1	D	LS		\$
188	541330	Community Outreach Map 22 (Construction)	1		LS		\$
189	541370	Survey Services Map 22 (Design)	1	D	LS		\$
190	541370	Survey Services Map 22 (Construction)	1		LS		\$
191	237110	Mobilization Map 22	1		LS		\$
192	541330	WPCP Development Map 22	1		LS		\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
193	237110	WPCP Implementation Map 22	1		LS	 	\$
194	541330	Engineering and Design Services Map 23	1	D	LS	 	\$
195	237110	Field Construction Map 23	1		LS	 	\$
196	541330	Community Outreach Map 23 (Design)	1	D	LS	 	\$
197	541330	Community Outreach Map 23 (Construction)	1		LS	 	\$
198	541370	Survey Services Map 23 (Design)	1	D	LS	 	\$
199	541370	Survey Services Map 23 (Construction)	1		LS	 	\$
200	237110	Mobilization Map 23	1		LS	 	\$
201	541330	WPCP Development Map 23	1		LS	 	\$
202	237110	WPCP Implementation Map 23	1		LS	 	\$
203	541330	Engineering and Design Services Map 24	1	D	LS	 	\$
204	237110	Field Construction Map 24	1		LS	 	\$
205	541330	Community Outreach Map 24 (Design)	1	D	LS	 	\$
206	541330	Community Outreach Map 24 (Construction)	1		LS	 	\$
207	541370	Survey Services Map 24 (Design)	1	D	LS	 	\$
208	541370	Survey Services Map 24 (Construction)	1		LS	 	\$
209	237110	Mobilization Map 24	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
210	541330	WPCP Development Map 24	1		LS		\$
211	237110	WPCP Implementation Map 24	1		LS		\$
212	541330	Engineering and Design Services Map 25	1	D	LS		\$
213	237110	Field Construction Map 25	1		LS		\$
214	541330	Community Outreach Map 25 (Design)	1	D	LS		\$
215	541330	Community Outreach Map 25 (Construction)	1		LS		\$
216	541370	Survey Services Map 25 (Design)	1	D	LS		\$
217	541370	Survey Services Map 25 (Construction)	1		LS		\$
218	237110	Mobilization Map 25	1		LS		\$
219	541330	WPCP Development Map 25	1		LS		\$
220	237110	WPCP Implementation Map 25	1		LS		\$
221	237310	Caltrans Encroachment Permit (EOC Type I)	1		AL		\$5,000.00
222	237310	MTS Encroachment Permit (EOC Type I)	1		AL		\$5,000.00
223		City Contingency (EOC Type II)	1		AL		\$450,000.00
TOTAL FOR DESIGN-BUILD PROPOSAL (ITEMS NO 1 THROUGH 223, INCLUSIVE)							\$

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

Total Price for Design-Build Proposal, (items 1 through 223, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal 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**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

City of San Diego

CITY CONTACT: Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

ADDENDUM "3"

PROPOSAL DOCUMENTS



FOR

MACC TASK NUMBER: 06

PRIORITY SEWER MAIN REPLACEMENT GROUP 16

RFQ NO.:	1293
PROPOSAL NO.:	K-17-1488-MAC-3
SAP NO. (WBS/IO/CC):	B-16018
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1, 2, 3, 4, 7, 8 and 9
PROJECT TYPE:	JA

PROPOSALS DUE:

12:00 NOON
APRIL 10, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101
ATT: CONTRACT SPECIALIST

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

Q1. The Item 175, City Contingency of \$450,000.00 is not labeled EOC Type II. With this item be deducted out of the Construction total when calculating percentages for ELBE/SLBE/DVBE subcontractors?

A1. See revision to Attachment H per this addendum.

Q2. Question 22 and 23 mention the City OCI index. The OCI index was not listed in the RFP as part of the bridging documents.

Where can we obtain a copy of the City OCI index?

A2. You may find the OCI index in the link below:

<http://streets.sandiego.gov/#>

Q.3. The link in addendum #1 for the updated bridging docs contains no files, the folder is empty.

A.3. FTP documents have been re-uploaded.

Q.4. Also addendum #1 deletes the work for site 9, however in addendum #2 the city response says the work for site 10 is deleted (per addendum #1). Which is it?

A.4. Map 9 has been deleted from the project. Map 10 is to remain in the project scope of work. See bid schedule. See re-uploaded FTP documents.

C. ADDENDUM

1. To Addendum 2, Section C. Addendum, Item 3, page 19, "Attachment H, Price Forms", Bid items 174 and 175, **DELETE** in its entirety and **SUBSTITUTE** with the following:

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
174	237310	MTS Encroachment Permit (EOC Type I)	1		AL	 	\$5,000.00
175		City Contingency (EOC Type II)	1		AL	 	\$450,000.00

James Nagelvoort, Director
Public Works Department

Dated: *March 30, 2017*
San Diego, California

JN/RWB/Lad

City of San Diego

CITY CONTACT: Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

ADDENDUM "2"

PROPOSAL DOCUMENTS



FOR

MACC TASK NUMBER: 06

PRIORITY SEWER MAIN REPLACEMENT GROUP 16

RFQ NO.:	<u>1293</u>
PROPOSAL NO.:	<u>K-17-1488-MAC-3</u>
SAP NO. (WBS/IO/CC):	<u>B-16018</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>1, 2, 3, 4, 7, 8 and 9</u>
PROJECT TYPE:	<u>JA</u>

PROPOSAL DUE:

**12:00 NOON
APRIL 5, 2017
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. Will the City allow ground water generated during dewatering operations to be discharged into the Sewer System after removal of any silt?

A1. Yes. Must check with PUD on the capacity of the sewer system and if it is capable of handling the additional flow.

Q2. Item number 30, Dewatering Permit & Discharge Fees and Dewatering Hazardous Waste contaminated Water (EOC Type 1) Map 4. Does this item include payment for Filtering equipment Mobilization, Rental, Operation, and Return?

A2. Yes.

Q3. Map 3, The Scope of Work Spread Sheet shows the upstream Facility IE as 1.98 at MH 77, and the Down Stream IE as 3.41 at MH 82. Is that correct? If so this line has a reverse fall of 1.43 feet. Map 6, Scope of work shows upstream IE of -0.65 and a downstream IE of 0. This line has reverse fall of .65 feet. Do the lines with reverse fall require additional pipe or manholes to be installed to correct the reverse fall conditions?

A3. On Map 3, the downstream IE should have read -3.41. On Map 6, the downstream IE is unknown due to lack of as-built information. This IE must be confirmed by the Design Builder via pothole.

Q4. With IE's of -0.65 and 1.98 the pipes on Maps 3 and 6 will require dewatering for installation. Dewatering Permit & Discharge Fees are only included for Map 4. If dewatering expenses covered by Item 30 are generated from maps other than map 4, will those expenses be covered by item 30?

A4. Separate line items for Dewatering Permit & Discharge Fees will be added to Attachment H for Maps 3 and 6 as part of this Addendum.

- Q5. The Notice of Exemption exempts this project from the CEQA. Does this include an exemption from Archeological, Native American, and Paleontological monitoring of excavation for pipelines or facilities placed in new alignments?
- A5. Yes.
- Q6. The work on Map 10 is shown as Deleted from the Contract on the Predesign Constraints Maps. Map 10 is included in the Scope of Work Spread Sheet. Is Map 10 Included in the Contract?
- A6. This was addressed in Addendum 1.
- Q7. Map 21 shows a new sewer main to be installed in Aragon Drive. The Scope of Work Spread Sheet calls for 14 sewer laterals and re-plumbing the house connections. 14 laterals would include only the laterals on one side of Aragon Dr. from 4702 to 4778. Is the Contract limited to these 14 laterals and 14 Re-plumbs in this location?
- A7. Yes, only on one side of Aragon Drive. However, the re-plumbing may also include from 4784 to 4818. This needs to be investigated by the Design Builder.
- Q8. Where The Scope of Work Calls for Mains and Manholes to be Rehabilitated; are we to include rehabilitation of laterals connected to those mains?
- A8. Yes.
- Q9. Map number 9 on the Scope of work spreadsheet and maps file has been crossed out and is noted Delete from Contract. The price proposal forms have line items for Map 9. Is pricing for Map 9 to be included on the Price Forms?
- A9. No. The pricing for Map 9 on Attachment H will be crossed out per this Addendum.
- Q10. Engineering and Design Services are noted with a "D" for all maps except 7, 8, 18, and 19; that have Field Construction noted with a "D". The "D" designates a design element and most likely should be associated with the Engineering and Design Services rather than Field Construction. Please clarify.

- A10. This was a typo. The "D" designation should be associated with the "Engineering and Design Services" only. See revisions per this Addendum.
- Q11. Maps 20, 23, and 25, call for point repairs to be made to the existing pipes. Is there any information as to the damage to the pipe or the type of repair needed? Can these repairs be done from inside the pipe or will they require excavation?
- A11. No information is available on the condition of the pipes. The Design Builder will need to investigate the condition and provide the means and method to the repair during design.
- Q12. The Price Forms in the RFP as amended in Addendum 1 include 173 bid items, and generally include 7 bid items for each of the 24 sites. The bid items for each site are Engineering, Field Construction, Community Outreach, Survey, Mobilization, WPCP Development, and WPCP Implementation. Dividing the bid price into so many items is very cumbersome and is difficult for our small business subcontractors who will be submitting bids to us up the morning of the bid. We request that the bid form be simplified to include single lump sum bid for each of the 7 items covering all 24 locations. A Schedule of Values with cost breakdown by site can be provided after the contract is awarded.
- A12. The Bid List will stay as is.
- Q13. Sections 6 and 11 .1 on pages 4 and 5 of the RFP state that the Design-Builder must possess a Class A and C34 license. We believe this is an error, as the RFQ for the overall MACC contract required a Class A or a combination of C34 and C42 license. Please confirm that a Class A license only is acceptable.
- A13. See revision per this Addendum, page 11, Section C, Item 2.
- Q14. Attachment A, Section 6.1 on page 26 of the RFP states that the Design-Builder shall attend at least 2 community presentations. For this project, there are 24 different sites where work will be performed, and we have identified that these work sites are located within about 14 different communities in the City of San Diego. Are we expected to attend at least

2 presentations for each of these 14 communities, or 2 presentations for the entire contract?

- A14. The expectation is to attend community presentations for all 14 communities if needed.
- Q15. Attachment A, Section 28.2 on page 41 of the RFP states that the Design-Builder "shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements", The DS-560 form generally applies to installation of permanent BMP's. We did not find a completed DS-560 within the bridging documents provided by the City. Therefore, we assume that there is no requirement to design or install permanent BMP's for this project. Please confirm.
- A15. Permanent BMP's are not required for this project. The Design-Builder is still required to fill out the DS-560 form.
- Q16. Attachment G, item 6.2.13 on page 146 of the RFP indicates that we should describe how we are going to handle water filtration into open trenches due to high groundwater levels. Bid item 30 on the price Proposal form in Addendum 1 includes an allowance of \$250,000 for "Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 4". There were not any geotechnical borings showing ground water levels at each site included in the bridging documents. Therefore, we assume that only the Map 4 site has high groundwater levels.
- A16. See A4 of this Addendum.
- Q17. Based on the description of Bid item 30, we assume that the only location where groundwater is expected to be encountered is at Map 4, located in Pacific Beach. If groundwater is encountered on any other map locations, it will be considered a "Changed Condition". Please confirm.
- A17. Per A4 of this Addendum, groundwater might be present at Map 3 and Map 6. If groundwater is encountered on any other map locations, the allowance allocated for Map 3, 4, and 6 can be used for all cost associated with dewatering of those sites.

Q18. We assume that the cost to furnish and install a dewatering system at the Map 4 location should be included in the Field Construction bid item for Map 4, but that actual permit and discharge fees will be paid from the allowance in Bid item 30. Also, we assume that if hazardous groundwater is encountered at Map 4 location, the cost to treat the groundwater before discharging to the City sewer will be paid from this allowance. Please confirm both of these assumptions.

A18. All costs associated with dewatering shall be paid from the allowance in Bid item 31.

Q19. Map No. 33 and Map No. 25 both call out point repairs in the scope of work spreadsheet. Please provide a drawing or exhibit of the City's definition of what the point repair will be at these locations. Is the point repair, 5' in length, 10' or 50' in length?

A19. This has to be investigated by the Design Builder during design phase.

Q20. The City has video of all the sewer mains identified in this RFP, please provide videos to the contractors so the scope of construction can be properly identified.

A20. The City does not have these videos. The investigation of the condition of the existing pipes must be done by the Design Builder.

Q21. The RFP calls to rehabilitate manholes at several map locations, we have reviewed the City of San Diego's White-book and found 500-2.11 Cured-In-Place Manhole liner (CIPM). Is this the type or method of manhole rehabilitation the City prefers on this project? Will the City accept alternative methods for rehabilitating manholes within the RFP or is this the only acceptable method currently approved by the City?

A21. Manhole rehabilitation shall be per City AML and standards.

Q22. Map No. 3, Map No. 4 and Map No. 12 have sewer replacement in alleys. The finish improvements in these locations are concrete. The City of San Diego's OCI index does not cover the condition of alleys. Please identify if the City wishes to remove and replace the alley street improvements curb to curb on this project.

A22. The concrete replacement shall be for the trench only.

- Q23. Map No. 24 requires the contractor to replace the existing sewer main, laterals and manholes on sections of Raymond Place and Eugene Place. The OCI index deems both streets as in "fair" condition, however after visiting the site the streets they have three previous trenches and there are numerous cracks outside of the trench areas. When the contractor installs the sewer trench for this RFP much of the existing concrete street will deteriorate further. Please provide direction for trench repair in this area of work.
- A23. The concrete replacement shall be for the trench only.
- Q24. Map No. 8 Predesign Constraints Map shows a direct single straight line for rehabilitation however the Sewer Predesign Map shows five separate locations to be rehabilitated. Please clarify.
- A24. The scope of work shall be per the "Project Scope Work List" and "Project Scope Map", which shows five segments.
- Q25. Map No. 10 requires the contractor to replace the existing 6" main and manholes from No. 239 to No. 309. There is no access to remove and replace this pipe and manholes. Currently there is a block wall and a garage over the sewer main, please consider changing the scope of work to rehabilitate sewer main and manholes.
- A25. The feasibility of this improvement shall be investigated by the Design Builder during design phase.
- Q26. Map No. 10 Predesign Constraints Map exhibit shows to be deleted from the contract however the revised bid schedule shows it to remain. Please update exhibit constraints map No. 10.
- A26. This is addressed in Addendum 1.
- Q27. The bridging documents have no as-builts for the sewer locations of all Maps for this RFP. Please provide the As-Builts for each Map location in this RFP.
- A27. As-Built research and all investigation shall be the responsibility of the Design Builder.

Q28. Can the City provide flow data for the 24" & 21" Sewer to be rehabilitated on Maps 13, 20 & 22?

A28. No.

Q29. Map No. 1, Map No. 7, Map No. 8, Map No. 11, Map No. 13, Map No. 15, Map No.16, Map No. 18, Map No. 20, Map No. 21, Map No.22 and Map No.23 all run in private easements outside of the normal City Right of Way. Does the City currently have easements or agreements from the private property owners? Does the City currently have permission to enter or gain access at these locations?

A29. No. The Design Builder shall be responsible for preparing the documents needed to obtain the easements and access to these locations.

Q30. Map No. 20 Scope of work maps call for Proposal Pipe Rehabilitation and Point Repair. There are two sections of pipe rehabilitation and point repair on this map. Please identify where the section of pipe has the point repair and how long the repair will be at each location.

A30. The Design Builder shall be responsible for investigating the point repair requirements.

Q31. Map No. 20 manhole No 220 to manhole No. 375 cannot be located. Please provide an exhibit or pictures of the location for these manholes.

A31. The Design Builder shall be responsible for investigating the As-Builts, existing conditions, and providing survey.

Q32. Map No. 19 Predesign Project Coordination map shows two manholes to be replaced however, the Scope of Work Exhibit Map shows Manhole 250 to be replaced and Manhole 247 as a drop manhole. Is manhole 247 a drop manhole? Does manhole 247 need to be replaced? Does this manhole connect to the 42" transmission main?

A32. Yes, Manhole 247 is a Drop Manhole and it does need to be replaced. Yes, Manhole No 247 is connected to the 42" transmission main.

Q33. The new bid schedule added in Addendum 1 has 24 map Location where work will be performed. The bid schedule has six bid items for each map number with design and construction for each location. Is it the City's intent to go through and design process as laid out in Section 12 of the RFP for each map location? Will each map location go through the 30%, 60%, and 100% design process individually and will the City look at each location as a separate project? or will the entire project, maps 1 through 25 be designed and go through the 30%, 60% and 100% as one large project?

A33. Each site will go through the typical 30%, 60%, and 100% design process individually. The design can be approved one at a time so that construction can proceed concurrently with design of other sites. It can also be bundled with several maps. This will be up to the Design Builder.

Q34. Map No.25 Predesign Project Coordination map shows no manholes to be replaced or rehabilitated however, the Scope of Work Map shows manhole 17 to be rehabilitated and manhole 521 as a drop manhole? Does manhole 521 need to be replaced? Does this drop manhole connect to a 36" transmission main?

A34. No. Manhole 521 does not need to be replaced and it is connected to the 36" transmission main.

Q35. In the Price Forms (attachment H), some Construction items are listed as design elements and some Engineering and Design Services have not been identified as design elements.

A35. See A10 of this Addendum.

Q36. In the past the WPCP Development has been identified as a design element, can you confirm that this is not a design element but should be incorporated into the construction costs and percentages?

A36. It should be incorporated into the construction cost.

Q37. In the past the Survey Services has been identified as a design element, can you confirm that this is not a design element but should be incorporated into the construction costs and percentages?

- A37. It should be incorporated into the design.
- Q38. Community outreach will be performed during design and construction, are all of the costs to be allocated to the construction costs and percentages?
- A38. The cost of community outreach should be allocated to both design and construction.
- Q39. Is the design builder responsible to perform all survey work during design and construction?
- A39. Yes.
- Q40. Is the design builder responsible to locate all survey monuments?
- A40. Yes.
- Q41. Is the design builder responsible to map in CAD all ROW, lot lines and easements?
- A41. Yes.
- Q42. Is the design builder responsible to complete the aerial topography for each site?
- A42. Yes.
- Q43. Will the bid date be extended?
- A43. No.
- Q44. Map 10 shows the replaced sewer going through backyards and under houses. Should Map 10 be a Rehabilitation instead?
- A44. The Design Builder shall be responsible for the investigation and feasibility of any appropriate improvement.

Q45. Map locations 3, 4, 5, 10, 12, & 24 show sewer mains to be replaced in place and show existing laterals connected to these pipes. These laterals are not described as being replaced in the Scope of Work. Is the replacement of connecting laterals to be included in the contract?

A45. Yes. Laterals are to be replaced and cleanouts are to be installed per SDS-102.

C. Addendum:

1. To Addendum 1, Section C, Changes to the Request for Proposal, Item 2, page 2, "ESTIMATED PROJECT COST", DELETE in its entirety and SUBSTITUTE with the following:
 2. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$9,140,000**.
3. To Addendum 1, Section D. Changes to Attachments, Item 2, page 3, "Attachment H, Price Forms", DELETE in its entirety and SUBSTITUTE with page 12 through 21 of this Addendum.

D. REQUEST FOR PROPOSAL

4. To Section 6, License Requirement, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 5. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract:
A or C34

James Nagelvoort, Director
Public Works Department

Dated: *March 24, 2017*
San Diego, California

JN/RWB/Lad

ATTACHMENT H

PRICE FORMS

The Design-Builder agrees to the design and construction of **PRIORITY SEWER MAIN REPLACEMENT GROUP 16**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$
2	541330	Engineering and Design Services Map 1	1	D	LS	 	\$
3	237110	Field Construction Map 1	1		LS	 	\$
4	541330	Community Outreach Map 1	1		LS	 	\$
5	541370	Survey Services Map 1	1		LS	 	\$
6	237110	Mobilization Map 1	1		LS	 	\$
7	541330	WPCP Development Map 1	1		LS	 	\$
8	237110	WPCP Implementation Map 1	1		LS	 	\$
9	541330	Engineering and Design Services Map 2	1	D	LS	 	\$
10	237110	Field Construction Map 2	1		LS	 	\$
11	541330	Community Outreach Map 2	1		LS	 	\$
12	541370	Survey Services Map 2	1		LS	 	\$
13	237110	Mobilization Map 2	1		LS	 	\$
14	541330	WPCP Development Map 2	1		LS	 	\$
15	237110	WPCP Implementation Map 2	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
16	541330	Engineering and Design Services Map 3	1	D	LS	 	\$
17	237110	Field Construction Map 3	1		LS	 	\$
18	541330	Community Outreach Map 3	1		LS	 	\$
19	541370	Survey Services Map 3	1		LS	 	\$
20	237110	Mobilization Map 3	1		LS	 	\$
21	541330	WPCP Development Map 3	1		LS	 	\$
22	237110	WPCP Implementation Map 3	1		LS	 	\$
23	237110	Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 3	1		AL	 	\$250,000.00
24	541330	Engineering and Design Services Map 4	1	D	LS	 	\$
25	237110	Field Construction Map 4	1		LS	 	\$
26	541330	Community Outreach Map 4	1		LS	 	\$
27	541370	Survey Services Map 4	1		LS	 	\$
28	237110	Mobilization Map 4	1		LS	 	\$
29	541330	WPCP Development Map 4	1		LS	 	\$
30	237110	WPCP Implementation Map 4	1		LS	 	\$
31	237110	Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 4	1		AL	 	\$250,000.00
32	541330	Engineering and Design Services Map 5	1	D	LS	 	\$
33	237110	Field Construction Map 5	1		LS	 	\$
34	541330	Community Outreach Map 5	1		LS	 	\$
35	541370	Survey Services Map 5	1		LS	 	\$
36	237110	Mobilization Map 5	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
37	541330	WPCP Development Map 5	1		LS	 	\$
38	237110	WPCP Implementation Map 5	1		LS	 	\$
39	541330	Engineering and Design Services Map 6	1	D	LS	 	\$
40	237110	Field Construction Map 6	1		LS	 	\$
41	541330	Community Outreach Map 6	1		LS	 	\$
42	541370	Survey Services Map 6	1		LS	 	\$
43	237110	Mobilization Map 6	1		LS	 	\$
44	541330	WPCP Development Map 6	1		LS	 	\$
45	237110	WPCP Implementation Map 6	1		LS	 	\$
46	237110	Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 6	1		AL	 	\$250,000.00
47	541330	Engineering and Design Services Map 7	1	D	LS	 	\$
48	237110	Field Construction Map 7	1		LS	 	\$
49	541330	Community Outreach Map 7	1		LS	 	\$
50	541370	Survey Services Map 7	1		LS	 	\$
51	237110	Mobilization Map 7	1		LS	 	\$
52	541330	WPCP Development Map 7	1		LS	 	\$
53	237110	WPCP Implementation Map 7	1		LS	 	\$
54	541330	Engineering and Design Services Map 8	1	D	LS	 	\$
55	237110	Field Construction Map 8	1		LS	 	\$
56	541330	Community Outreach Map 8	1		LS	 	\$
57	541370	Survey Services Map 8	1		LS	 	\$
58	237110	Mobilization Map 8	1		LS	 	\$
59	541330	WPCP Development Map 8	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
60	237110	WPCP Implementation Map 8	1		LS	 	\$
61	541330	Engineering and Design Services Map 10	1	D	LS	 	\$
62	237110	Field Construction Map 10	1		LS	 	\$
63	541330	Community Outreach Map 10	1		LS	 	\$
64	541370	Survey Services Map 10	1		LS	 	\$
65	237110	Mobilization Map 10	1		LS	 	\$
66	541330	WPCP Development Map 10	1		LS	 	\$
67	237110	WPCP Implementation Map 10	1		LS	 	\$
68	541330	Engineering and Design Services Map 11	1	D	LS	 	\$
69	237110	Field Construction Map 11	1		LS	 	\$
70	541330	Community Outreach Map 11	1		LS	 	\$
71	541370	Survey Services Map 11	1		LS	 	\$
72	237110	Mobilization Map 11	1		LS	 	\$
73	541330	WPCP Development Map 11	1		LS	 	\$
74	237110	WPCP Implementation Map 11	1		LS	 	\$
75	541330	Engineering and Design Services Map 12	1	D	LS	 	\$
76	237110	Field Construction Map 12	1		LS	 	\$
77	541330	Community Outreach Map 12	1		LS	 	\$
78	541370	Survey Services Map 12	1		LS	 	\$
79	237110	Mobilization Map 12	1		LS	 	\$
80	541330	WPCP Development Map 12	1		LS	 	\$
81	237110	WPCP Implementation Map 12	1		LS	 	\$
82	541330	Engineering and Design Services Map 13	1	D	LS	 	\$
83	237110	Field Construction Map 13	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
84	541330	Community Outreach Map 13	1		LS	 	\$
85	541370	Survey Services Map 13	1		LS	 	\$
86	237110	Mobilization Map 13	1		LS	 	\$
87	541330	WPCP Development Map 13	1		LS	 	\$
88	237110	WPCP Implementation Map 13	1		LS	 	\$
89	541330	Engineering and Design Services Map 14	1	D	LS	 	\$
90	237110	Field Construction Map 14	1		LS	 	\$
91	541330	Community Outreach Map 14	1		LS	 	\$
92	541370	Survey Services Map 14	1		LS	 	\$
93	237110	Mobilization Map 14	1		LS	 	\$
94	541330	WPCP Development Map 14	1		LS	 	\$
95	237110	WPCP Implementation Map 14	1		LS	 	\$
96	541330	Engineering and Design Services Map 15	1	D	LS	 	\$
97	237110	Field Construction Map 15	1		LS	 	\$
98	541330	Community Outreach Map 15	1		LS	 	\$
99	541370	Survey Services Map 15	1		LS	 	\$
100	237110	Mobilization Map 15	1		LS	 	\$
101	541330	WPCP Development Map 15	1		LS	 	\$
102	237110	WPCP Implementation Map 15	1		LS	 	\$
103	541330	Engineering and Design Services Map 16	1	D	LS	 	\$
104	237110	Field Construction Map 16	1		LS	 	\$
105	541330	Community Outreach Map 16	1		LS	 	\$
106	541370	Survey Services Map 16	1		LS	 	\$
107	237110	Mobilization Map 16	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
108	541330	WPCP Development Map 16	1		LS	 	\$
109	237110	WPCP Implementation Map 16	1		LS	 	\$
110	541330	Engineering and Design Services Map 17	1	D	LS	 	\$
111	237110	Field Construction Map 17	1		LS	 	\$
112	541330	Community Outreach Map 17	1		LS	 	\$
113	541370	Survey Services Map 17	1		LS	 	\$
114	237110	Mobilization Map 17	1		LS	 	\$
115	541330	WPCP Development Map 17	1		LS	 	\$
116	237110	WPCP Implementation Map 17	1		LS	 	\$
117	541330	Engineering and Design Services Map 18	1	D	LS	 	\$
118	237110	Field Construction Map 18	1		LS	 	\$
119	541330	Community Outreach Map 18	1		LS	 	\$
120	541370	Survey Services Map 18	1		LS	 	\$
121	237110	Mobilization Map 18	1		LS	 	\$
122	541330	WPCP Development Map 18	1		LS	 	\$
123	237110	WPCP Implementation Map 18	1		LS	 	\$
124	541330	Engineering and Design Services Map 19	1	D	LS	 	\$
125	237110	Field Construction Map 19	1		LS	 	\$
126	541330	Community Outreach Map 19	1		LS	 	\$
127	541370	Survey Services Map 19	1		LS	 	\$
128	237110	Mobilization Map 19	1		LS	 	\$
129	541330	WPCP Development Map 19	1		LS	 	\$
130	237110	WPCP Implementation Map 19	1		LS	 	\$
131	541330	Engineering and Design Services Map 20	1	D	LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
132	237110	Field Construction Map 20	1		LS	 	\$
133	541330	Community Outreach Map 20	1		LS	 	\$
134	541370	Survey Services Map 20	1		LS	 	\$
135	237110	Mobilization Map 20	1		LS	 	\$
136	541330	WPCP Development Map 20	1		LS	 	\$
137	237110	WPCP Implementation Map 20	1		LS	 	\$
138	541330	Engineering and Design Services Map 21	1	D	LS	 	\$
139	237110	Field Construction Map 21	1		LS	 	\$
140	541330	Community Outreach Map 21	1		LS	 	\$
141	541370	Survey Services Map 21	1		LS	 	\$
142	237110	Mobilization Map 21	1		LS	 	\$
143	541330	WPCP Development Map 21	1		LS	 	\$
144	237110	WPCP Implementation Map 21	1		LS	 	\$
145	541330	Engineering and Design Services Map 22	1	D	LS	 	\$
146	237110	Field Construction Map 22	1		LS	 	\$
147	541330	Community Outreach Map 22	1		LS	 	\$
148	541370	Survey Services Map 22	1		LS	 	\$
149	237110	Mobilization Map 22	1		LS	 	\$
150	541330	WPCP Development Map 22	1		LS	 	\$
151	237110	WPCP Implementation Map 22	1		LS	 	\$
152	541330	Engineering and Design Services Map 23	1	D	LS	 	\$
153	237110	Field Construction Map 23	1		LS	 	\$
154	541330	Community Outreach Map 23	1		LS	 	\$
155	541370	Survey Services Map 23	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
156	237110	Mobilization Map 23	1		LS		\$
157	541330	WPCP Development Map 23	1		LS		\$
158	237110	WPCP Implementation Map 23	1		LS		\$
159	541330	Engineering and Design Services Map 24	1	D	LS		\$
160	237110	Field Construction Map 24	1		LS		\$
161	541330	Community Outreach Map 24	1		LS		\$
162	541370	Survey Services Map 24	1		LS		\$
163	237110	Mobilization Map 24	1		LS		\$
164	541330	WPCP Development Map 24	1		LS		\$
165	237110	WPCP Implementation Map 24	1		LS		\$
166	541330	Engineering and Design Services Map 25	1	D	LS		\$
167	237110	Field Construction Map 25	1		LS		\$
168	541330	Community Outreach Map 25	1		LS		\$
169	541370	Survey Services Map 25	1		LS		\$
170	237110	Mobilization Map 25	1		LS		\$
171	541330	WPCP Development Map 25	1		LS		\$
172	237110	WPCP Implementation Map 25	1		LS		\$
173	237310	Caltrans Encroachment Permit (EOC Type I)	1		AL		\$5,000.00
174	237310	MTS Encroachment Permit	1		AL		\$5,000.00
175		City Contingency	1		AL		\$450,000.00
TOTAL FOR DESIGN-BUILD PROPOSAL (ITEMS NO 1 THROUGH 175, INCLUSIVE)							\$

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

Total Price for Design-Build Proposal, (items 1 through 175, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal 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**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
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- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

City of San Diego

CITY CONTACT: Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

ADDENDUM "1"

PROPOSAL DOCUMENTS



FOR

MACC TASK NUMBER: 06

PRIORITY SEWER MAIN REPLACEMENT GROUP 16

RFQ NO.:	1293
PROPOSAL NO.:	K-17-1488-MAC-3
SAP NO. (WBS/IO/CC):	B-16018
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1, 2, 3, 4, 7, 8 and 9
PROJECT TYPE:	JA

PROPOSAL DUE:

12:00 NOON

APRIL 5, 2017

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. CLARIFICATIONS

Scope of Work associated with Map 9 has been deleted. See the following revised FTP site documents at:

<ftp://ftp.sannet.gov/OUT/Priority%20Sewer%20Main%20Replacement%20Group%2016/Bridging%20Documents/>

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Section 2, SUMMARY OF WORK, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 2. **SUMMARY OF WORK:** This is the City solicitation process to acquire Design-Build services for a Design-Build project to rehabilitate or replace about 10,000 feet of existing sewer mains. For additional information refer to Attachment A.
2. To Section 5, ESTIMATED PROJECT COST, Page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$8,440,000**.

D. CHANGES TO ATTACHMENTS

1. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Item 1. Project Description, Section 1.1, page 23, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1. **Project Description:**

- 1.1. This project is comprised of several sewer facilities identified by the Public Utilities Department as having a very high priority for replacement, rehabilitation, realignment, and/or abandonment due to excessive maintenance and/or are near the end of their life cycle. These facilities have been comprised of 24 sites that are located across the City of San Diego. The linear footage of sewer pipes in this project is about 10,000 feet and includes furnishing all design, labor, materials, equipment, services, and other incidental design, works and appurtenances for the construction of the Project as described in the bridging documents.

2. To Attachment H, Price Forms, page 150 through 159, **DELETE** in its entirety and **SUBSTITUTE** with page 4 through 14 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *March 14, 2017*
San Diego, California

JN/RWB/Lad

ATTACHMENT H

PRICE FORMS

The Design-Builder agrees to the design and construction of **PRIORITY SEWER MAIN REPLACEMENT GROUP 16**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$
2	541330	Engineering and Design Services Map 1	1	D	LS	 	\$
3	237110	Field Construction Map 1	1		LS	 	\$
4	541330	Community Outreach Map 1	1		LS	 	\$
5	541370	Survey Services Map 1	1		LS	 	\$
6	237110	Mobilization Map 1	1		LS	 	\$
7	541330	WPCP Development Map 1	1		LS	 	\$
8	237110	WPCP Implementation Map 1	1		LS	 	\$
9	541330	Engineering and Design Services Map 2	1	D	LS	 	\$
10	237110	Field Construction Map 2	1		LS	 	\$
11	541330	Community Outreach Map 2	1		LS	 	\$
12	541370	Survey Services Map 2	1		LS	 	\$
13	237110	Mobilization Map 2	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
14	541330	WPCP Development Map 2	1		LS	 	\$
15	237110	WPCP Implementation Map 2	1		LS	 	\$
16	541330	Engineering and Design Services Map 3	1	D	LS	 	\$
17	237110	Field Construction Map 3	1		LS	 	\$
18	541330	Community Outreach Map 3	1		LS	 	\$
19	541370	Survey Services Map 3	1		LS	 	\$
20	237110	Mobilization Map 3	1		LS	 	\$
21	541330	WPCP Development Map 3	1		LS	 	\$
22	237110	WPCP Implementation Map 3	1		LS	 	\$
23	541330	Engineering and Design Services Map 4	1	D	LS	 	\$
24	237110	Field Construction Map 4	1		LS	 	\$
25	541330	Community Outreach Map 4	1		LS	 	\$
26	541370	Survey Services Map 4	1		LS	 	\$
27	237110	Mobilization Map 4	1		LS	 	\$
28	541330	WPCP Development Map 4	1		LS	 	\$
29	237110	WPCP Implementation Map 4	1		LS	 	\$
30	237110	Dewatering Permit and Discharge Fees and Dewatering Hazardous Waste Contaminated Water (EOC Type I) Map 4	1		AL	 	\$250,000.00
31	541330	Engineering and Design Services Map 5	1	D	LS	 	\$
32	237110	Field Construction Map 5	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
33	541330	Community Outreach Map 5	1		LS	XXXXXX	\$
34	541370	Survey Services Map 5	1		LS	XXXXXX	\$
35	237110	Mobilization Map 5	1		LS	XXXXXX	\$
36	541330	WPCP Development Map 5	1		LS	XXXXXX	\$
37	237110	WPCP Implementation Map 5	1		LS	XXXXXX	\$
38	541330	Engineering and Design Services Map 6	1		LS	XXXXXX	\$
39	237110	Field Construction Map 6	1	D	LS	XXXXXX	\$
40	541330	Community Outreach Map 6	1		LS	XXXXXX	\$
41	541370	Survey Services Map 6	1		LS	XXXXXX	\$
42	237110	Mobilization Map 6	1		LS	XXXXXX	\$
43	541330	WPCP Development Map 6	1		LS	XXXXXX	\$
44	237110	WPCP Implementation Map 6	1		LS	XXXXXX	\$
45	541330	Engineering and Design Services Map 7	1		LS	XXXXXX	\$
46	237110	Field Construction Map 7	1	D	LS	XXXXXX	\$
47	541330	Community Outreach Map 7	1		LS	XXXXXX	\$
48	541370	Survey Services Map 7	1		LS	XXXXXX	\$
49	237110	Mobilization Map 7	1		LS	XXXXXX	\$
50	541330	WPCP Development Map 7	1		LS	XXXXXX	\$
51	237110	WPCP Implementation Map 7	1		LS	XXXXXX	\$
52	541330	Engineering and Design Services Map 8	1		LS	XXXXXX	\$
53	237110	Field Construction Map 8	1	D	LS	XXXXXX	\$
54	541330	Community Outreach Map 8	1		LS	XXXXXX	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
55	541370	Survey Services Map 8	1		LS	 	\$
56	237110	Mobilization Map 8	1		LS	 	\$
57	541330	WPCP Development Map 8	1		LS	 	\$
58	237110	WPCP Implementation Map 8	1		LS	 	\$
59	541330	Engineering and Design Services Map 10	1	D	LS	 	\$
60	237110	Field Construction Map 10	1		LS	 	\$
61	541330	Community Outreach Map 10	1		LS	 	\$
62	541370	Survey Services Map 10	1		LS	 	\$
63	237110	Mobilization Map 10	1		LS	 	\$
64	541330	WPCP Development Map 10	1		LS	 	\$
65	237110	WPCP Implementation Map 10	1		LS	 	\$
66	541330	Engineering and Design Services Map 11	1	D	LS	 	\$
67	237110	Field Construction Map 11	1		LS	 	\$
68	541330	Community Outreach Map 11	1		LS	 	\$
69	541370	Survey Services Map 11	1		LS	 	\$
70	237110	Mobilization Map 11	1		LS	 	\$
71	541330	WPCP Development Map 11	1		LS	 	\$
72	237110	WPCP Implementation Map 11	1		LS	 	\$
73	541330	Engineering and Design Services Map 12	1	D	LS	 	\$
74	237110	Field Construction Map 12	1		LS	 	\$
75	541330	Community Outreach Map 12	1		LS	 	\$
76	541370	Survey Services Map 12	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
77	237110	Mobilization Map 12	1		LS	 	\$
78	541330	WPCP Development Map 12	1		LS	 	\$
79	237110	WPCP Implementation Map 12	1		LS	 	\$
80	541330	Engineering and Design Services Map 13	1	D	LS	 	\$
81	237110	Field Construction Map 13	1		LS	 	\$
82	541330	Community Outreach Map 13	1		LS	 	\$
83	541370	Survey Services Map 13	1		LS	 	\$
84	237110	Mobilization Map 13	1		LS	 	\$
85	541330	WPCP Development Map 13	1		LS	 	\$
86	237110	WPCP Implementation Map 13	1		LS	 	\$
87	541330	Engineering and Design Services Map 14	1	D	LS	 	\$
88	237110	Field Construction Map 14	1		LS	 	\$
89	541330	Community Outreach Map 14	1		LS	 	\$
90	541370	Survey Services Map 14	1		LS	 	\$
91	237110	Mobilization Map 14	1		LS	 	\$
92	541330	WPCP Development Map 14	1		LS	 	\$
93	237110	WPCP Implementation Map 14	1		LS	 	\$
94	541330	Engineering and Design Services Map 15	1	D	LS	 	\$
95	237110	Field Construction Map 15	1		LS	 	\$
96	541330	Community Outreach Map 15	1		LS	 	\$
97	541370	Survey Services Map 15	1		LS	 	\$
98	237110	Mobilization Map 15	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
99	541330	WPCP Development Map 15	1		LS	XXXXXX	\$
100	237110	WPCP Implementation Map 15	1		LS	XXXXXX	\$
101	541330	Engineering and Design Services Map 16	1	D	LS	XXXXXX	\$
102	237110	Field Construction Map 16	1		LS	XXXXXX	\$
103	541330	Community Outreach Map 16	1		LS	XXXXXX	\$
104	541370	Survey Services Map 16	1		LS	XXXXXX	\$
105	237110	Mobilization Map 16	1		LS	XXXXXX	\$
106	541330	WPCP Development Map 16	1		LS	XXXXXX	\$
107	237110	WPCP Implementation Map 16	1		LS	XXXXXX	\$
108	541330	Engineering and Design Services Map 17	1	D	LS	XXXXXX	\$
109	237110	Field Construction Map 17	1		LS	XXXXXX	\$
110	541330	Community Outreach Map 17	1		LS	XXXXXX	\$
111	541370	Survey Services Map 17	1		LS	XXXXXX	\$
112	237110	Mobilization Map 17	1		LS	XXXXXX	\$
113	541330	WPCP Development Map 17	1		LS	XXXXXX	\$
114	237110	WPCP Implementation Map 17	1		LS	XXXXXX	\$
115	541330	Engineering and Design Services Map 18	1		LS	XXXXXX	\$
116	237110	Field Construction Map 18	1	D	LS	XXXXXX	\$
117	541330	Community Outreach Map 18	1		LS	XXXXXX	\$
118	541370	Survey Services Map 18	1		LS	XXXXXX	\$
119	237110	Mobilization Map 18	1		LS	XXXXXX	\$
120	541330	WPCP Development Map 18	1		LS	XXXXXX	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
121	237110	WPCP Implementation Map 18	1		LS	 	\$
122	541330	Engineering and Design Services Map 19	1		LS	 	\$
123	237110	Field Construction Map 19	1	D	LS	 	\$
124	541330	Community Outreach Map 19	1		LS	 	\$
125	541370	Survey Services Map 19	1		LS	 	\$
126	237110	Mobilization Map 19	1		LS	 	\$
127	541330	WPCP Development Map 19	1		LS	 	\$
128	237110	WPCP Implementation Map 19	1		LS	 	\$
129	541330	Engineering and Design Services Map 20	1	D	LS	 	\$
130	237110	Field Construction Map 20	1		LS	 	\$
131	541330	Community Outreach Map 20	1		LS	 	\$
132	541370	Survey Services Map 20	1		LS	 	\$
133	237110	Mobilization Map 20	1		LS	 	\$
134	541330	WPCP Development Map 20	1		LS	 	\$
135	237110	WPCP Implementation Map 20	1		LS	 	\$
136	541330	Engineering and Design Services Map 21	1	D	LS	 	\$
137	237110	Field Construction Map 21	1		LS	 	\$
138	541330	Community Outreach Map 21	1		LS	 	\$
139	541370	Survey Services Map 21	1		LS	 	\$
140	237110	Mobilization Map 21	1		LS	 	\$
141	541330	WPCP Development Map 21	1		LS	 	\$
142	237110	WPCP Implementation Map 21	1		LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
143	541330	Engineering and Design Services Map 22	1	D	LS	 	\$
144	237110	Field Construction Map 22	1		LS	 	\$
145	541330	Community Outreach Map 22	1		LS	 	\$
146	541370	Survey Services Map 22	1		LS	 	\$
147	237110	Mobilization Map 22	1		LS	 	\$
148	541330	WPCP Development Map 22	1		LS	 	\$
149	237110	WPCP Implementation Map 22	1		LS	 	\$
150	541330	Engineering and Design Services Map 23	1	D	LS	 	\$
151	237110	Field Construction Map 23	1		LS	 	\$
152	541330	Community Outreach Map 23	1		LS	 	\$
153	541370	Survey Services Map 23	1		LS	 	\$
154	237110	Mobilization Map 23	1		LS	 	\$
155	541330	WPCP Development Map 23	1		LS	 	\$
156	237110	WPCP Implementation Map 23	1		LS	 	\$
157	541330	Engineering and Design Services Map 24	1	D	LS	 	\$
158	237110	Field Construction Map 24	1		LS	 	\$
159	541330	Community Outreach Map 24	1		LS	 	\$
160	541370	Survey Services Map 24	1		LS	 	\$
161	237110	Mobilization Map 24	1		LS	 	\$
162	541330	WPCP Development Map 24	1		LS	 	\$
163	237110	WPCP Implementation Map 24	1		LS	 	\$
164	541330	Engineering and Design Services	1	D	LS	 	\$

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
		Map 25					
165	237110	Field Construction Map 25	1		LS		\$
166	541330	Community Outreach Map 25	1		LS		\$
167	541370	Survey Services Map 25	1		LS		\$
168	237110	Mobilization Map 25	1		LS		\$
169	541330	WPCP Development Map 25	1		LS		\$
170	237110	WPCP Implementation Map 25	1		LS		\$
171	237310	Caltrans Encroachment Permit (EOC Type I)	1		AL		\$5,000.00
172	237310	MTS Encroachment Permit	1		AL		\$5,000.00
173		City Contingency	1		AL		\$450,000.00
TOTAL FOR DESIGN-BUILD PROPOSAL (ITEMS NO 1 THROUGH 173, INCLUSIVE)							\$

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

Total Price for Design-Build Proposal, (items 1 through 173, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

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

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- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
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- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

PROPOSAL

MACC Task Number: 06

Priority Sewer Main Replacement Group 16

#1293

April 10, 2017



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

Submitted by:
TC Construction Co.
10540 Prospect Avenue
Santee, CA 92071



In partnership with

Michael Baker
INTERNATIONAL



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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 3/31/18 State Contractor’s License Number: 402459, exp date 4/30/18, Classifications A and C21 Professional Engineering/Architect License Number, CA 38217, exp date 3/31/19

FIRM INFORMATION





1. Addenda to the RFP

TC Construction Company (TC) is in receipt of the following addenda to this Request for Proposal (RFP): Addendum Number 1, Number 2, Number 3 and Number 4.

2. Exceptions to the RFP

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

Authorized Signature

Austin Cameron, President, TC Construction Company, Inc.

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	Subcontractor Name	Certification
Photo Geodetic.	ELBE	Vic Salazar Communications	ELBE
Hudson Safe-T-Lite	SLBE	Miramar General Engineering	ELBE
SCST, Inc.	DVBE	McGrath Consulting	ELBE
Vic Salazar Communications	ELBE	Draves Pipeline	DVBE
Accessibility Specialists	ELBE	Maxim Engineering	ELBE
		Payco Specialties	SLBE
		G. Scott Asphalt	DVBE

3.1 Minimum Participation Percentages

SUMMARY OF SUBCONTRACTING PARTICIPATION PERCENTAGES					
Services	SLBE	ELBE	DVBE	Total Required	TCDB Actual
Design Services ¹	1.3%	14.5%	2.0%	16.70%	17.80%
Construction Services ²	.4%	22.8%	4.1%	26.30%	27.30%

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.





4. Executive Summary

4.1 Overview

San Diego (City) is a vibrant city with opportunities for enhancements in the coming years. The City is in need of our team to continue assisting with the design and construction of capital improvement projects. The Priority Sewer Main Replacement Group 16 project is vital to maintain the quality and reliability of the infrastructure serving the community. The success of the project depends on a design-build team to **protect the City’s interests, take ownership of the job, and ensure work is completed safely, on time, and on budget. We have proven success with the City.**

The TCDB Team understands this project! We know how to protect the safety of the public water supply, soils conditions, traffic patterns and residential elements through our history of successfully completed nearby projects. 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, each of which has worked extensively with the City on water and pipeline improvement projects. Additionally, the synergy established between the firms over numerous similar projects enables fluid communication and shared knowledge among Team members, as well as full involvement of all 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

40 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. Austin will leverage his 26 years of experience as to oversee all members of the team. **John Harris, PE**, will serve as the Design Manager and will manage day-to-day design tasks. His 38 years of experience will warrant 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

- ✓ Encanto Otay II 42-inch Pipeline
- ✓ 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
- ✓ Sorrento Mesa Recycled Water
- ✓ Water Group 949/Water & Sewer Group 946





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

Essential Design Considerations

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

- Developing detailed phasing plans and local access management plans to reduce community impact.
- Given the close proximity of boundaries, coordinate the design with local Water Districts.
- Coordination with homeowners will be of paramount importance to ensure improvements are made to each property owners' satisfaction.
- Recognition of any long lead time approval items, such as MTS rail crossing approval.
- 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 transit stops.

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.

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.
- **Michael Baker's in-house survey crews** will provide a smooth transition from design to construction staking.
- Providing **clear communication** to all subcontractors, vendors and material suppliers to keep all team members on schedule.
- Performing **asbestos pipe abatement** as an added step toward the safety of our workers and the residents.
- Continue the **proactive community outreach** program through the construction phase.

TC Construction and Michael Baker

A Trusted Local Team Emphasizing Communication, Value and Quality

A **16+ year relationship** that has successfully put over **\$50 million of local infrastructure** in place in San Diego County.

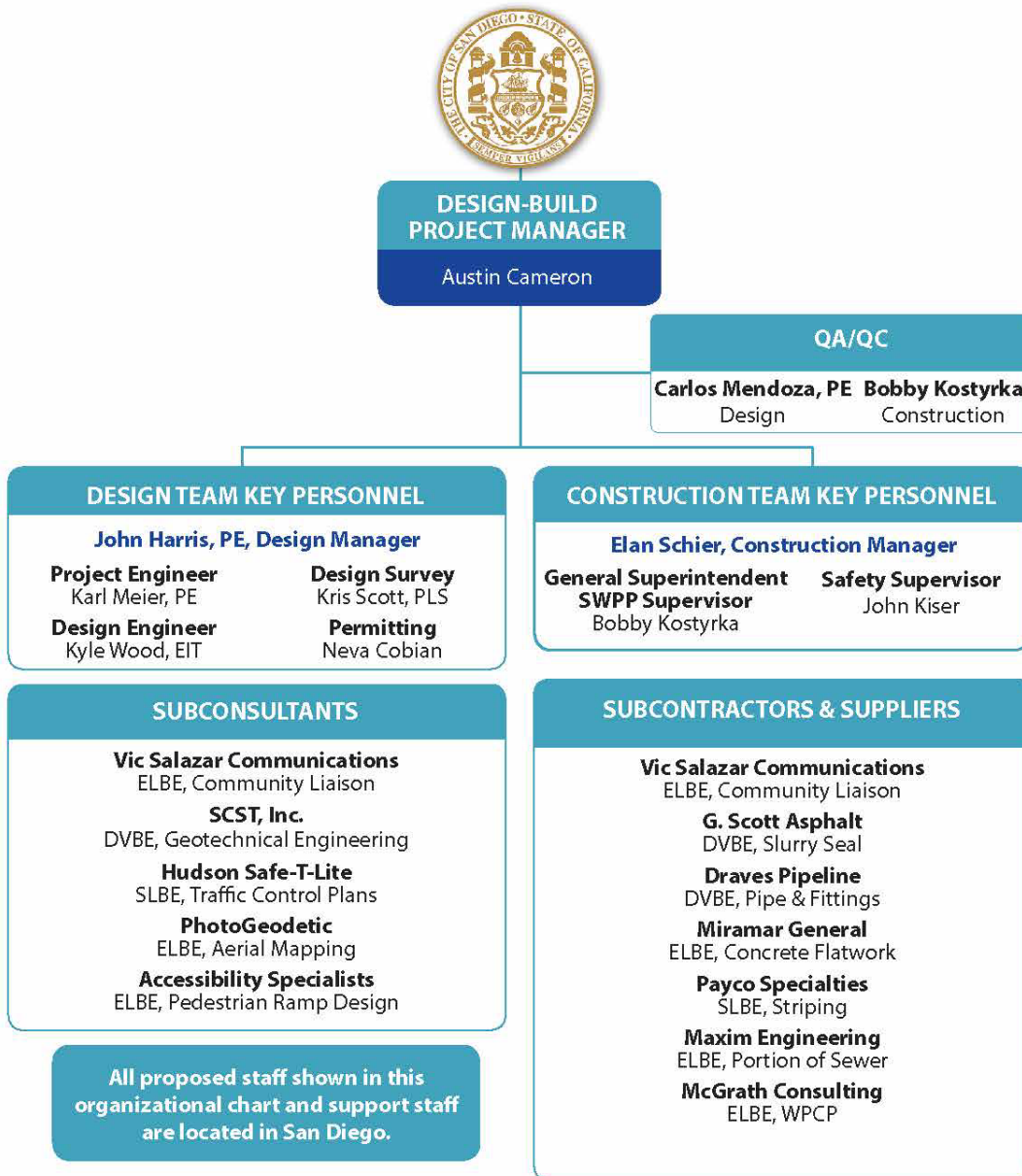




5. Project Team

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

Updated Organization Chart





5.1 Changes to Key Personnel

John Kiser, Safety Supervisor has been added to our organizational chart, Bobby Kostryka has been promoted to General Superintendent and Carlos Mendoza, PE, QSD has been added as QA/QC for the design and Kris Scott, PLS has replaced Ernie Wade as Design Surveyor.

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
<p>Years of Experience: 25</p> <p>Certifications/Registrations CA Contractors License, #402459</p> <p>AGC Construction Supervisor</p> <p>OSHA Certified Competent Person, Confined Space Awareness, 10-Hour Certified Construction Safety and Health</p> <p>Education: BA, Business Administration</p>	<p>Austin will act as the TCDB Team liaison to ensure that the City’s needs and expectations are clearly understood and communicated to the project team. He will provide oversight to the team and facilitate the building of relationships between all parties, foster the growth of the MACC program and encourage direct client-consultant communication. Austin will ensure our team has the resources necessary to provide the City with the best project value. Responsibilities include:</p> <ul style="list-style-type: none"> • 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 • Operational, logistical, and constructability reviews • Construction phasing and staging • Design drawing review • Performance of subcontractors and equipment suppliers • Conformance to project specifications • Coordination with affected communities, agencies, and utility services

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

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





ELAN SCHIER (TC)

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





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

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





KARL MEIER, PE
(Michael Baker)

Project Engineer

Years of Experience: 13
Certifications/Registrations
 Civil Engineer , CA, 2007, 71713
 Civil Engineer, WA, 2015, 52372
 OSHA 30-Hour Construction Outreach Training
Education
 BS, Civil Engineering

Karl has extensive experience in the preparation of construction plans, specifications and cost estimates for large water, wastewater, and storm water projects. Karl’s previous employment as the Engineering Manager of a southern California water district has provided him with an advanced understanding of water distribution facilities and operations. **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, commercial, residential, and water and wastewater treatment facilities. **Karl’s project experience includes:**

- City of San Diego Water Group Job 939
- Olivenhain Municipal Water District Water Pipeline Program
- Eastern Service Area Secondary Connection Project

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
- City of San Diego Sewer and AC Water Group 778
- City of Santee, CMP Storm Drain Pipe CCTV Inspection/Condition Assessment
- City of El Cajon, CMP Storm Drain Pipe CCTV Inspection/ Condition Assessment





CARLOS MENDOZA, PE QSD
(Michael Baker)

QA/QC

Years of Experience: 24
Certifications/Registrations
 CA, Professional Engineer - Civil,
 2001, 60470
Education:
 B.S., Hydrology and Water
 Resources, University of Arizona,
 1993
 Graduate Studies, Civil
 Engineering (Water
 Resources/Hydraulics) SDSU
 MBA Business Administration,
 California State University, San
 Marcos 2000

Carlos has decades of progressively responsible Civil engineering experience up to Director Level, including nine years in public service. Carlos recently managed 20 task orders serving as program manager and project manager for many projects under the 2011 City As-Needed Civil Engineering, accepting project of the year awards on two tasks. Carlos' agency experience helps him tailor successful approaches to each challenge. 11 of his recent projects won awards at the local, regional, and national level of ASCE and APWA, seven of them for the City.

Responsibilities include:

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

Carlos' project experience includes:

- City of San Diego As-Needed Engineering Services
- City of San Diego Sewer and AC Water Group 778
- Vallecitos Water District. Linda Vista East Trunk Sewer Upsize and Realignment
- York Drive Sewer Replacement Project (Vista, CA)
- 48-Inch to Dual 42-Inch Siphon Harbor Drive Emergency Sewer Rehabilitation (San Diego, CA)
- La Jolla Scenic Drive Water & Sewer Pipeline Project (San Diego, CA)

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.

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’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.



**Traffic Control Plans
 (Low Volume Streets)**

City of San Diego
 Certified SLBE

Photo Geodetic Corporation is proud to be certified as an Emerging Local Business Enterprise (ELBE) with the City of San Diego. As an ELBE contractor Photo Geodetic is in compliance with The City of San Diego’s goal of promoting equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. Photo Geodetic is honored to share this commitment. Photo Geodetic is also recognized as a Micro Business with the State of California. With these certifications and our dedication to serving our community Photo Geodetic can help your company with securing contracts with your local City, County and State Agencies.



Aerial Mapping

City of San Diego
 Certified ELBE





Accessibility Specialists is a local company in Rancho Bernardo, focused on identifying issues of compliance and ensuring the design is in conformance with the most current federal, state, and local accessibility regulations. Ms. Sandra Miles is the Principal of Accessibility Specialists and is a Certified Access Specialists (CASp) and ICC Certified Accessibility Inspector/Plans Examiner offering a full range of accessibility compliance services. She has been providing civil design services for the last 25 years and accessibility compliance within the County of San Diego for the last 15 years and has coordinated many projects with City staff and provided educational seminars to the City’s Office of ADA Compliance and Accessibility.



Pedestrian Ramp Design

City of San Diego
 Certified ELBE

SCST, Inc has provided geotechnical engineering services directly to the City of San Diego since 2008. Projects included replacement and construction of city-wide pump station rehabilitation; sewer and water lines; replacement of sewers, storm drains, and pavement; sidewalk improvements; and replacement of a comfort station. In addition, we provided services for the Lower Otay Reservoir, which was a study to determine the geologic and geophysical conditions relative to the materials expected to be encountered during construction of spillway improvements, and work on the First San Diego River Improvement Project Dredging Design, which included dredging of approximately 2,000 cubic yards of soil from the river near Hazard Center.



Geotechnical Engineering

City of San Diego
 Certified DVBE

OTHER SUBCONTRACTORS GIVEN THE OPPORTUNITY TO JOIN OUR TEAM

YBS concrete	R&C Structures
Luzaich Striping, Inc.	Easy Flow
Cook & Schmid	Old Castle
Southwest Pipeline	Video Fact
Zebbron Contracting	Piperin
Pavement Recycling Systems	Affordable Pipeline
Ace Pipelining	RAP Engineering
Coastal Pipeline	





6. Technical Approach and Design Concept

6.1 Proposed Design Concept

Installation of sewer mains within well-developed areas of the City requires a coordinated plan to address the major technical elements associated with the project. The scope of work for **Priority Sewer Main Replacement Group 16** will require various approaches to complete the work at each of the 24 sites identified in the RFP and bridging documents.

The project offers the unique challenge of working with many different communities and agencies to complete all of the work within the project scope. The TCDB team has experience working in many of the communities indicated in the RFP including La Jolla, Southeastern San Diego, Encanto, Pacific Beach, Mission Beach, Point Loma, Old Town, Downtown, North Park and San Ysidro. Our team also has considerable experience in obtaining permits and approvals from Caltrans and MTS.

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.

6.2 Key Technical Design Elements

6.2.1 Pipeline Alignment, Sizes, and Locations of Appurtenances

This project is unique in that the work to be done is a mix of sewer replacement, rehabilitation, and abandonment at 24 separate locations with varying accessibility. The matrix below provides a summary of the linear footage for each type of improvement and environment of the work area.

Type of Work	Main Location					Total (LF)
	MTS	Caltrans	Easement	Street	Canyon	
Replacement (LF)	-	-	904	2,115	-	3,019
Rehabilitation (LF)	881	663	1,543	-	-	3,087
Abandonment (LF)	-	257	1,409	150	502	2,318
Total (LF)	881	920	3,856	2,265	502	8,424

Prior to the beginning of design, we propose to compose a pre-design report to ensure that all parties involved understand the scope of the work to be done and what permits will need to be obtained. The report will follow as-built research and CCTV inspections for each of the project sites to determine the appropriate repair method and pipe design where needed.

Sewer Replacement

Sewer replacement will be performed on over 3,000 LF of existing sewer main based on GIS

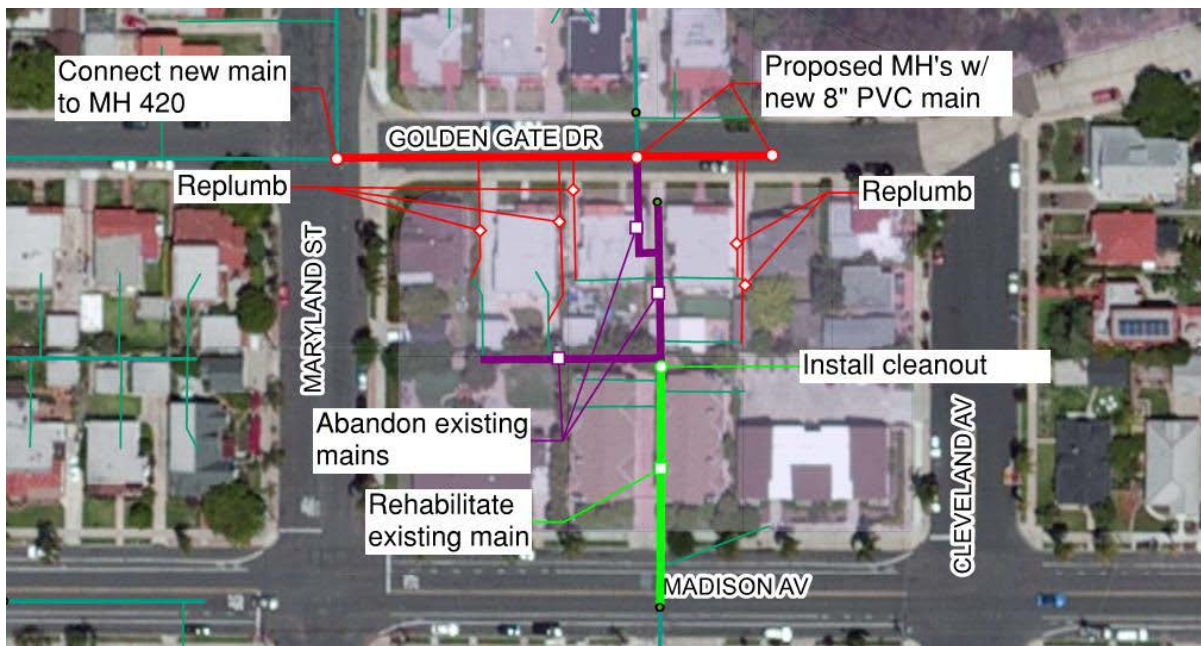




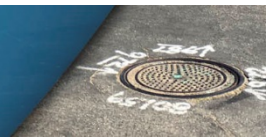
information for the mains indicated in the bridging documents. The primary goal of the sewer replacement aspect of this project is to remove sewer from easements and relocate it to the public right-of-way for greater ease of access for maintenance. All sewer improvements will be designed in accordance with the City’s sewer design manual, approved materials list and 2016 City of San Diego’s Standard Drawings for Public Works Construction.

A majority of the mains to be replaced are located in streets and alleys, but approximately 900 LF of replacement work will take place outside of City right-of-way. Map 6 identifies a 12” VC pipe located in a Point Loma Plaza shopping center parking lot to be replaced between manholes 177 and 169. Working within private property presents the challenge of coordinating with the property manager to limit interruptions to the businesses on the property and allow flow of traffic through the parking lot throughout construction. We propose to perform the work at night after businesses in the plaza have closed.

Another location involving replacement outside of the City right-of-way is shown on Map 10 which indicates 225 LF of 6-inch PVC replacement through an easement between single- and multi-family residences on the 1400 block of Madison Avenue. Based on a visit to the site, as well as aerial imagery of the area, it appears that the alignment of the pipe is located below a garage and/or CMU wall. Access to replace the pipe will likely not be feasible and it is anticipated that a different approach would be needed to complete the work. Below is a graphic of the proposed alternative.



The alternative would involve installation of a new 8-inch PVC main that would pick up flow from the residences on the south side of Golden Gate Drive and convey it to existing manhole 420. A manhole would be installed at the existing main crossing Golden Gate Drive at midblock to redirect flow from the current alignment. With the reduced flow due to realignment of the sewer on the north side of the block, the existing 6-inch PVC main located



in the driveway at 1424 Madison Avenue could be rehabilitated. This would avoid replacement in-kind of the concrete driveway at that property. A cleanout would be installed at the end of the newly rehabilitated line. The mains on the north side of the block would be abandoned.

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. Several segments of sewer main have been identified as SDR 26 pipe due to depth of cover and proximity to water mains. We will work with the City to provide sufficient documentation to allow sewer laterals to be connected to the sewer at a depth exceeding 15 feet where applicable. 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.

Rehabilitation

Rehabilitation of over 3,000 LF of sewer will be performed on existing 6-, 8-, 21- and 24-inch pipes. Several of the mains to be rehabilitated will also require point repairs. No information has been provided in the bridging documents regarding the locations, severity, or types of repairs needed. CCTV inspections will be used to determine the extent of the repair work. For bidding purposes, our assumption is that each point repair identified in the bridging documents will involve excavation and replacement of one stick of pipe.

All rehabilitation work will be performed in accordance with Section 500 of the WHITEBOOK. The process used to rehab the existing mains will be CIPP. Laterals associated with the rehabilitation work will also be rehabilitated.

Abandonment

Abandonment of over 2,300 LF of sewer will be performed on existing mains primarily located in easements and canyons. Replumbing of 26 laterals consisting of approximately 2,300 LF of pipe will be performed in conjunction with the abandonment work. The TCDB team will coordinate access to these laterals with property owners and residents to determine their location and proposed alignment. The design team will provide exhibits to each property owner to indicate the scope of the work to be performed in order to come to an agreement on the proposed location and work to be done.

We always strive to be
good neighbors
and will
accommodate the
community.

While much of the abandonment work will be performed within easements and canyons, Map 11 indicates abandonment of 2 sewer mains and a manhole located within CalTrans right-of-way adjacent to State Route 163. This site will provide challenges due to the permitting required and access to the manholes located on either side of the southbound lanes.

In the cases of Maps 18 and 20, abandoned easement mains will be replaced with new 8-inch PVC sewers located within the City right-of-way. These new mains will provide greater ease of access for maintenance and repair by City staff.

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 Group Jobs.

We have determined that 31 manholes will be accessed and nearly 4,000 LF of pipe will be installed within public roadway. Work areas within City streets will be designed to reduce impact to the surrounding area. Each individual site brings with it a unique set of challenges and limitations. Traffic control design will be dictated by the traffic volume of the street being impacted, the land use of the surrounding area, and the dimensions of the work zone and roadway.

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.

Austin and his staff will provide constructability input. Community and environmental impacts 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.
- Coordination of street resurfacing, water quality and horizontal control alignment plans for consistency with pipeline plans.
- Check that all reference documents are in conformance with the RFP.
- Coordination with MTS to schedule work for reduced impact to trolley operations.
- Coordination with CalTrans to obtain permits for any work within or crossing CalTrans right-of-way.

Prior to each design milestone submittal, Design Manager, 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, Groups 816 and 1016, MACC Task Order #15 - Sorrento Mesa Recycled Water Main, Alvarado Trunk Sewer Phase 3A, Harbor Drive Water Line Replacement and Water Group 554 and 555 projects **will provide the TCDB Team with a head start on CAD drafting and design standards.**

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. During the pre-construction meeting the TCDB team will propose to work towards plan approval for the first phase of work ahead of phases two, this will allow for an earlier "Notice to Proceed", allowing construction to commence sooner. 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 RE. 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.

6.2.5 Required Water and Sewer Separation

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 require that new sewer mains are to be constructed a minimum of 10-feet horizontally (measured from outside of pipe to outside of pipe) from existing water mains. However, the DDW will review design plans on a case-by-case basis that show a new sewer main to be constructed less than 10-feet but greater than 4-feet from a parallel pipeline conveying potable water main provided the new sewer main is constructed with alternate construction criteria, such as using SDR 26 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.

Sites that have been identified as potentially requiring SDR 26 pipe for replace-in-place operations include Maps 4, 6, 17 and 24. The sewer mains at these sites are within or are close to within 10 feet. Further as-built research will be done during the design phase to verify the centerline to centerline distance and calculate the wall to wall distance between the sewer and water. This distance will then be confirmed by potholing.



6.2.5 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 “1” are proposed for asphalt streets.

Asphalt streets will be slurry sealed per section 2.7.11 of the RFP unless the street is rated as poor per the City’s Overall Condition Index (OCI), in which case, AC overlay would be performed by the City Streets Division. The table below is a summary of asphalt streets that will be resurfaced after pipe replacement or installation of new sewer.

Map No.	Street	OCI 2015 Rating
4	Mission Blvd.	Fair - Good
5	Famosa Blvd.	Fair - Good
10	Madison Ave. & Golden Gate Dr.	Good
14	31st St.	Good
17	San Diego Mission Rd.	Good
18	Federal Blvd.	Fair
19	Coronado Ave.	Good
21	Aragon Dr.	Good
24	Eugene Pl.	Good

Based on the OCI ratings, none of the impacted streets are rated as “poor.” All streets requiring AC resurfacing will be slurry sealed.

Trenches within concrete paving will be repaved with a concrete trench cap at the completion of work. 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.

6.2.6 Replumb Research

In addition to the 2,300 LF of pipe abandonment, the project will require over 2,000 LF of replumb work for properties that are currently tied into easement sewers. These replumbs provide the greatest challenge on this project. Coordination with homeowners will be of paramount importance during the replumb work to ensure that property damage is minimized and that improvements to the plumbing system are made to the property owners’ satisfaction. Our team will prepare pre-construction plans of existing improvements, which will then be used to restore any damage that may have occurred during construction. We propose to minimize impact on private property by using manual excavation at connection points and a combination of open cut via mini-excavator. **The TCDB team is currently working on AC Water and Sewer Group Job 778, which consists of over 160 replumb agreements in the Chollas View neighborhood.**





6.2.7 Phasing of Design and Construction Work

Design will begin with sites that require long lead times due to exterior reviews including the sites located in the Caltrans and MTS right-of-ways. This will allow design to proceed for the remaining sites during Caltrans and MTS reviews. Another consideration for phasing will be obtaining replumb agreements from property owners. These agreements need to be obtained prior to the abandonment of the pipes that they are currently connected to. Our approach to the overall phasing will be to consider the various factors for approval for each site and categorize sites into cohorts for submittals. We estimate that the work can be categorized into 6 design phases with the primary approval factor shown below:

1. Caltrans – Maps 11, 13, 22
2. MTS – Maps 20, 23
3. Replumb Agreements – Maps 1, 15, 18, 21
4. Rehabilitation – Maps 2, 7, 8, 16, 25
5. Easement Replacement – Maps 3, 6, 10
6. Street Replacement – Maps 4, 5, 12, 14, 17, 19, 24

6.2.8 Curb Ramp Design and Installation

New curb ramps and curb ramp modifications will be provided per the ADA Compliance Report 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.

The Preliminary ADA Compliance Report for the project identifies curb ramp upgrades at eight of the 24 project sites with potentially 43 ramps to be replaced or relocated. Enlarged and scaled details will be provided where directional or non-standard ramps have been identified for installation. All other ramps will be designed per City of San Diego Standard Drawings.

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.

6.2.9 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, the following projects have been identified within the vicinity of **Priority Sewer Main Replacement Group 16**.



Map No.	Project	Scheduled Construction	Impact
16	K Street UUD Phases I & II	2015-2018	Minimal - We will work with Dayue Zhang, the K St. PM, to schedule our rehabilitation work so that our work zone does not impact the undergrounding project
18	Pipeline Rehabilitation Z-1A	Completed March 2017	None
24	Pipeline Rehabilitation V-1	Completed April 2016	None
24	Sewer Group Job 833	Completed May 2016	We will obtain as-built drawings for the newly installed pipe
25	Sewer & Water Group 711	June 2020-July 2021	None - Construction schedules will not overlap

Several of the project sites are also near or intersecting proposed bike lanes throughout the City. Where bike lanes are intersected by trenching operations, the TCDB team will replace the bike lane in-kind during restriping following resurfacing.

6.2.10 Storm Water Pollution Control Best Management Practices

The TCDB Team is intimately familiar with the need for, and importance of, installing appropriate BMP’s for linear construction projects. We have an outstanding track record for installing and maintaining BMP’s on similar City Water Group Job projects, and are knowledgeable of the City’s specification for stormwater and erosion control measures. Water pollution control plans for the entire project site to show the location of existing drainage facilities, direction of flow and proposed BMP measures. TC crews will perform street sweeping on a routine basis and in advance of all forecasted rain events.

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

6.2.11 Subsurface Investigation and Geotechnical Work

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

A geotechnical report will be developed by our geotechnical subconsultant, **SCS&T**, to determine the soil characteristics at locations of new pipe installation indicated on Maps 18 and 21.

6.2.12 Proposed Design Schedule

The proposed detailed design schedule can be found in section 7.3.

6.2.13 Trench Dewatering





Several of the project sites are near or below sea level elevation, meaning trenching operations will likely be subject to groundwater infiltration. The sites indicated on Maps 3, 4 and 6 have all been identified as locations that may require trench dewatering.

6.2.14 Caltrans and MTS Sites

The TCDB recognizes there are long lead times when submitting permits to perform work in Caltrans ROW. We will complete the design packages for the sites on Maps 11, 13 and 22 first and submit them to Caltrans for review ahead of the design for any other sites so that the design for the remaining sites can be performed concurrently with the Caltrans review.

We will work closely with MTS to determine a schedule that will limit or eliminate impact to trolley operations. All of the work near MTS rail will be rehabilitation work that will not require excavation unless external point repairs are necessary based on CCTV inspections of the pipe. **The design team has had recent success on City of San Diego Group Job 939 in coordinating with MTS to gain approval for a microtunneling operation.**

6.2.15 Easement Challenges

The following challenges have been identified for the sites that require easement access:

- Coordination with property owners and residents for appropriate work hours.
- Establishing understanding with property owners and residents in regards to the scope of work to be performed on the property.
- Selection of equipment to minimize impact to the property.
- Replacement in-kind of damaged property in the cases of pipeline replacement or replumbs.

Our community liaison will work with property owners and residents to mitigate these challenges and reduce impacts of construction work. Details on this approach can be found in Section 8 of this proposal.

7. Construction Plan

7.1 Proposed Construction Plan

Construction of the **Priority Sewer Main Replacement Group 16 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
- Hold the initial community group meetings with the identified stakeholders

We understand the importance of these pre-construction activities and will have them completed at the same time as the design plans are approved for construction. Through the process of constructing 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
- Abandonment crew
- Rehab crew
- Paving crew
- Clean-up crew



TCDB installs deep sewer mains in a residential neighborhood.



Major Equipment to be used:

- Compressor Dump Truck and or Vacuum Truck – for potholing operations
- Sawcutting Truck with vacuum attachment – for sawcutting of pavement and cleanup of slurry waste
- Caterpillar 320E, 313B, Komatsu PC150, LinkBelt 210LX, Linkbelt 460LX, Komatsu PC600, Linkbelt 800LX – for removing AC pavement, trenching, installing and backfilling of water and sewer mains
- Cat 308, for sewer lateral replumbs
- Caterpillar 420 and/or 446 rubber tire backhoes – for trenching and backfilling of water services and appurtenances, installing valves and fittings and sewer laterals
- Caterpillar Skid Steer 248 & 272 – for moving of dirt, debris and street sweeping
- Caterpillar 938G, 950G and Kawasaki Z70 Loaders – for moving of dirt, debris, loading and placement of spoils and trench zone materials
- Johnston 6000 Street Sweeper – street sweeping and WPCP compliance
- Ford 2500 gal and 4000 gal water trucks – for dewatering and haul off of partially full pipelines after cut and plugs
- Peterbilt Superdump booster trucks and end dumps - for haul off of dirt spoils and hauling in of bedding and pipe zone materials and asphalt
- Bomag and Caterpillar small width rollers – for AC trench paving
- Concrete pump – for filling of existing mains with CLSM

7.1.2 Plan for Operation of Facility During Construction

For sewer mains that are designated to be replaced in place, TC Construction crews will install 4-inch to 8-inch redundant pumped sewer bypass systems per the approved sewer bypass submittal. Existing sewers will be bypassed from manhole to manhole while crews replace the sewers in between. All mains will be televised in advance to record locations of all known and unknown sewer laterals to ensure they are all reinstated. Laterals will be temporarily reconnected with caulder couplings and flexible hoses to the new saddle wye's as the new main is installed so that sanitary sewer service is not interrupted for the homeowners. Lateral crews will follow behind and replace all sewer laterals and install new sewer cleanouts after the main has been installed.

In essence, the project
will proceed sequentially
as a number of
individual projects
with
each individual phase receiving approval from the Resident Engineer.

For sewers that are designated to be abandoned, TC crews will CCTV the main in advance and determine the number of laterals that will need to be replumbed. Prior to abandonment all existing laterals will be replumbed to nearby existing mains located within the ROW, once relumbing is completed the abandonments will be performed. There are no sewer laterals identified as needing replumbing as part of this project.

For sewers that are designated for rehabilitation, as with the replace in place portions TC crews will install 4-inch to 8-inch redundant pumped sewer bypass systems per the approved sewer





bypass submittal. The sewer will be bypassed from manhole to manhole while crews rehabilitate the sewers in between. The sewer lateral connections (top hats) will then be installed, laterals will be relined to property line and new sewer cleanouts will be cut in and installed.

7.1.3 General Plan for Functional Testing and Start-up

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

7.1.4 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 wear yellow hardhats, registered apprentice's wear orange hardhats, while seasoned employees wear white hard hats.** This difference enforces the need to pay special attention to these individuals until they are full journeymen in their respective trade.

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

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

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).

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



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

7.1.5 Replumb Installation

One of the most challenging aspects of this project will be the replumbing of the sewer laterals that are currently connected to the approximately 2,250 LF of sewer mains that are designated for abandonment. The TCDB team has identified at this stage that replumbing of 26 laterals will need to be performed in conjunction with the abandonment work. Our team will coordinate access and best alignments for these new laterals with property owners and residents. Replumb exhibits will be prepared with homeowner and resident input and the scope of the work will be clearly discussed in order to come to an agreement on the new locations which will allow for a smooth process getting the exhibits signed, notarized and recorded by the county.

TC crews will then work diligently to install the replumb laterals to existing mains located in the ROW. TC will perform this work with the use of small equipment such as mini excavators, skidseers and hand excavation to minimize impact to the residents. Our foreman will be in touch with the residents on a daily basis keeping them informed of the progress of the work. Once replumbing of the lateral has been completed any surface improvements, public or private that required removal will be replaced in kind or in a better than previous condition. After all replumbs have been completed at the specific map location the abandonment of the old main will be performed using low density cellular grout with plugs and vents at each end, any manholes needing modifications will be rechanneled as needed.

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:

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



- Chemical handling
- Pressure testing operations

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

We are proposing to complete the project **6 months ahead of the allowable time** noted in the RFP and one month ahead on the accelerated schedule.

7.1.7 Nearby Water Infrastructures

Nearby water infrastructures will be identified during the design and potholing phases. Protecting these mains in place will be of utmost importance and the TCDB team will discuss in advance any critical crossings, conflicting mains or areas of concern with the RE and City PM team. A mutually acceptable plan will be developed for these areas of concern and TC will proceed accordingly in these areas.

7.1.8 Possibly Collapsing Trenches

Encountering varying soil conditions in San Diego County is a condition that TC Construction crews encounter on a daily basis. TC Constructions will be prepared for the possibility of collapsing trenches and will take the appropriate measures in advance to deal with these situations. TC owns it’s own stockpile of various shoring equipment to deal with these situations. For this project we will utilize a combination of shoring methods such as trench shields, manhole shields, hydraulic shores and ply forms. Locations that trenching depths exceed 20’ will have site specific engineered shoring plans prepared. All maps that have new mains to be installed will have borings and a soils report performed by our subcontractor SCS&T in advance of mobilization.

7.1.9 Phasing of Design and Construction Work of Each Site Separately

Detailed project phasing will be developed during the Pre-design assessment. Before any phasing is finalized the TCDB Team will meet with the RE and City PM team to discuss project phasing and take input and recommendations from City staff, and devise a mutually acceptable final phasing plan. **We anticipate three total phases As depicted on our project schedule.**

At this time the schedule shows a six month early finish. As previously mentioned, the TCDB Team will work together to develop this plan and obtain approval from City staff. Our interaction during the design phase allows the implementation during construction to proceed smoothly.

Our surface restoration and ADA upgrades crews will follow behind the pipeline crews to immediately complete the work at each map site

7.1.10 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 six months ahead of the allowable time noted in the RFP.** 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 **6 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.

7.1.11 Traffic Control Management

This plan will be developed in conjunction with the phasing plan. Traffic control elements such as lane closures, no parking zones detours will be developed with the assistance of the City’s Traffic Department and the Field Engineering staff. Full-sized “D” sized traffic control plans are not anticipated to be necessary for any streets on this project, however should City staff wish to have “D” size sheets for any locations the TCDB Team will prepare them accordingly.

All traffic control plans will be submitted through Field Engineering as 11x17-inch sized shop drawings. Our designer, Hudson Safe-T-Lite, has extensive experience preparing similar plans for City Group Jobs. Traffic control plan elements will also consider impacts to businesses in and schools at each map location.

7.1.12 Community Impact

The pipelines being replaced are located in established neighborhoods and work can be inconvenient to the residents. Keeping the community informed about projects helps reduce community opposition. To the extent these inconveniences can be mitigated through good, two-way communication, the project will proceed more smoothly

The Key stakeholders for the Sewer and AC Water & Sewer Group 1029 are identified as:

The public, City of San Diego, Mayor Kevin Faulconer, Planning Groups from: City Heights, Downtown, Eastern Area, Encanto, Greater North Park, La Jolla, Midway/Pacific Highway, Mission Beach, Mission Valley, Normal Heights, Old Town San Diego, Otay Mesa/Nestor, Pacific Beach, Peninsula, San Ysidro, Southeast San Diego and Uptown.

7.2 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.





Austin, Elan, and John have been working together for over 14 years. Austin, 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 key individuals of the TCDB Team combine for more than 100 years of City pipeline construction experience. This collection of knowledge is our foundation to ensure proper coordination.

TCDB's crews are instructed to work with the public to ensure public safety is a number one consideration. **Our crews are 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– Right-of-Way Engineering Division
- City– Water System Operations Division
- City– Traffic Engineering Department
- City– Field Engineering Division
- City– Wastewater: Concurrent sewer improvement projects
- City– Mitigation Monitoring Coordination Department
- Metropolitan Transit System
- Cal Trans
- San Diego Gas & Electric
- AT&T Telephone and U-Verse
- Time Warner and Cox Cable
- San Diego Unified School District and Encanto Neighborhoods Community Planning Group.

A primary concern is to ensure that bus service is maintained during construction. We will install temporary bus stop locations where required to prevent any delays or interruptions in service.

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.



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.

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 40 years of success and will serve us well on this project.**

7.2.6 Process and Procedure for Dealing with Groundwater

During the potholing phase TC crews will be able to determine if groundwater is present and if it will be a factor during construction. If groundwater is encountered TC crews in conjunction with a specialty dewatering contractor will devise a plan to deal with and dispose of the groundwater. Samples of the groundwater will be taken to an independent lab for testing to determine if any contaminants are present. For most circumstances where dewatering levels are less than 50 GPM TC crews will install sump pumps and and additional





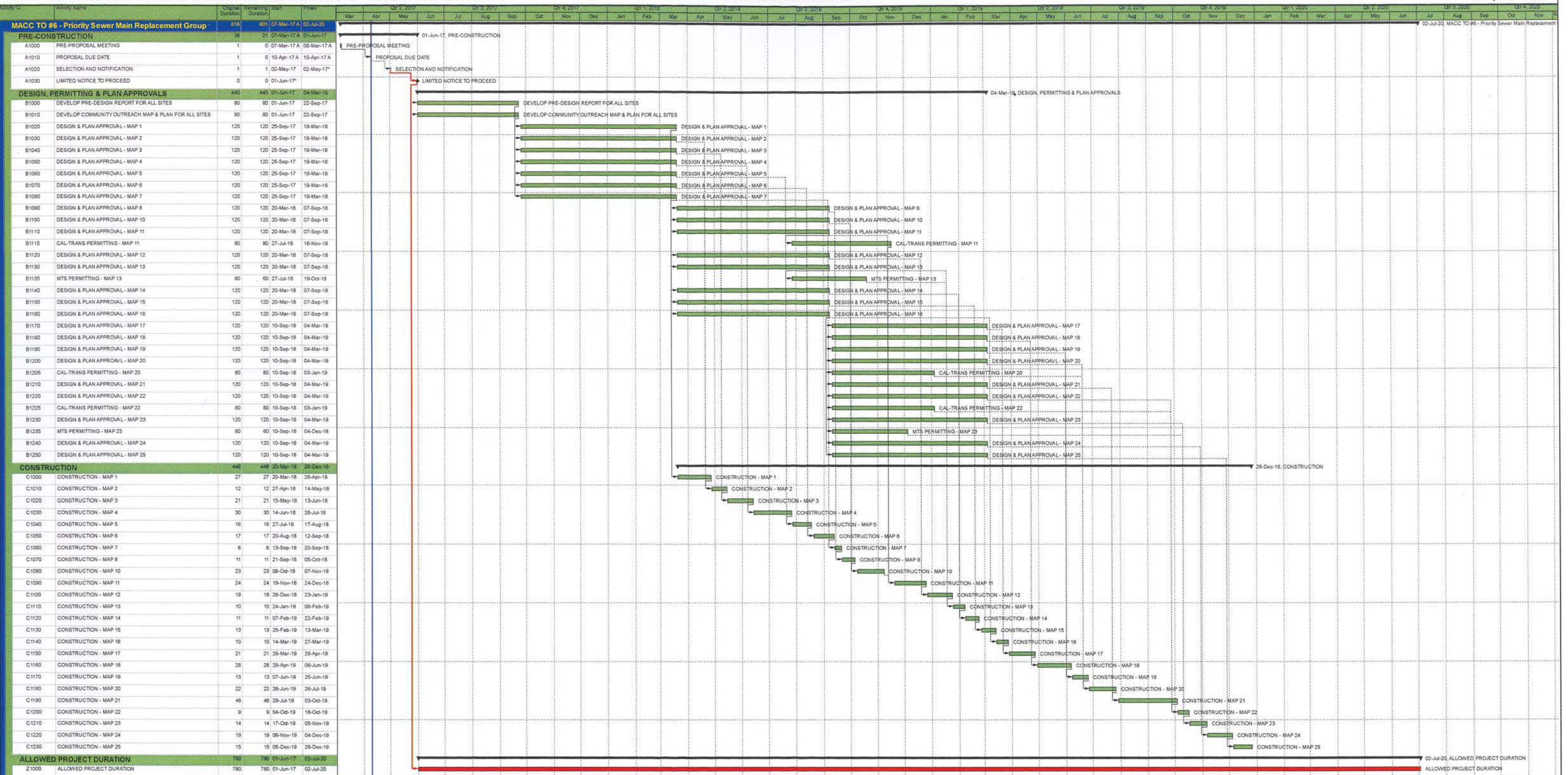
PROPOSAL

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12” of crushed rock beneath the pipe zone which will allow for the water to be sumped during pipe installation. If groundwater levels are excessive, a well point system will likely need to be installed. TC Construction crews have vast experience with both low and high volume dewatering systems and our crews will utilize the most cost effective and efficient system based on the specific circumstance. Should the groundwater be contaminated or need to be treated for any reason, TC will hire a specialty treatment subcontractor to perform the required work. For most situations whether treatment is required or not TC intends to obtain a batch discharge permit with the City’s approval and dispose of the groundwater into the sewer system at a nearby manhole.





7.4 Challenges/Issues

The project challenges and issues to be addressed on the **Priority Sewer Main Replacement Group 16 Project** can be highlighted as follows:

Challenge #1 – Coordination with MTS

Based on the Pre-Design Reports, Maps 20 and 23 will require close coordination and permitting with MTS. The TCDB team has experience coordinating with MTS in the permitting, design and construction near and within MTS ROW. We are familiar with MTS standards for depth of cover, settlement monitoring, work zone limits and other utility crossing criteria. Recent successful coordination for our design team includes work on the City of San Diego Group Job 939 which involves tunneling below NCTD/MTS railway and environmentally sensitive habitat.

Challenge #2 – Coordination with Cal Trans

Based on the Pre-Design Reports, Maps 11, 13 and 22 will require close coordination and permitting with Cal Trans. The TCDB team has experience coordinating with Cal Trans in the permitting, design and construction near and within Cal Trans ROW. We are familiar with Cal Trans standards for encroachment, traffic control measures, work zone limits and other utility crossing criteria. Recent successful coordination for our design team includes work on the City of San Diego Group MACC TO #1 GJ 946 project which involved trenching encroachment into the 94 freeway on ramp.

Challenge #3 – Sewer Lateral Replumbing

The most challenging portion of the project will be replumbing the approximate 26 sewer laterals that now flow behind the homes into alleyways and inaccessible backyard easements. TC Construction has very recent experience performing replumbs for the City on Sewer and Water Group 781 in City Heights and Sewer and Water Group 820 in La Jolla. TC in conjunction with its exclusive community liaison subcontractor Vic Salazar Communications, will first meet with each individual homeowner to discuss the scope of work and devise a plan that will create the least amount of impact for routing of the new lateral. Michael Baker will then draft replumb exhibits for the City and the homeowner to review. Once the replumb exhibits are agreed upon, VSC will again meet with the homeowners to have the exhibit and replumb agreement signed, notarized and delivered to the City for recording by the City Clerk. The TCDB team is well aware that this is a lengthy ordeal and homeowners may have concerns, which TC and VSC are well prepared to address. Once the replumb exhibits are recorded, our crews will work hand in hand to develop safe access, begin construction and keep disturbance to the homeowners at a minimum. All improvements previously identified will be returned or replaced in same or better condition. During and at the end of every work shift TC crews will safe-off the site and a TC supervisor will inspect the area prior to leaving for the day. The replumbs will be a very challenging aspect on the project, however with TC's experience gained on similar City group jobs, TC field and office crews are well prepared to ensure the paperwork and construction process are performed smoothly.



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Challenge #4 – Working near elementary schools, preparatory schools, places of worship, commercial zones and parklands throughout the City

The TCDB Team is aware of several schools, churches and parks that are in the vicinity of many of the project Maps and has accounted for this in our approach and construction budget for the project. Our team will notify the community well in advance of construction and will include one-on-one meetings with the necessary officials to communicate all planned construction activity so that disturbance and concerns will be kept to a minimum.

7.5 Cost Saving Measures

Potential cost saving measures to be considered include the following:

1. TC has planned to design and construct this project on an accelerated pace, scheduling to finish 6 months ahead of the allowable schedule. This cuts down on the City's overhead for inspection services and allows for early BO/BU.
2. While a pre-design report will be an additional up-front cost, the planning and forethought for each site will provide cost-savings overall as we will be able to identify foreseeable issues that may arise. This will cut down on delays and construction costs.



Michael Baker
INTERNATIONAL

Trusted Local Team Emphasizing Communication, Value and Quality.

8.0 Community Outreach and Public Relations Program

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 Sewer & AC Water Group 778. 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.

8.1 Community Outreach and Public Relations Program

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

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

Among the key stakeholders for this project are 15 Community Planning Groups. Each of these planning groups will require presentations by VSC and the project team leaders during the design phase and also before construction begins. The planning groups are: City Heights, Downtown, Eastern Area, Encanto, Greater North Park, La Jolla, Midway/Pacific Highway, Mission Beach, Mission Valley, Normal Heights, Old Town San Diego, Otay Mesa/Nestor, Pacific Beach, Peninsula, San Ysidro, Southeast San Diego and Uptown. From these meetings we will learn of public concerns and integrate the needs of the community into the design of the project.

VSC will produce fact sheets, map boards and other project-oriented materials for these community presentations. In addition, VSC will aggressively collect email addresses at every public interaction in order to build an email list of stakeholders. This email collection effort will be augmented by a link to sign up for project updates on the City's Capital Improvement Projects home webpage.

As the Community Liaison, VSC will field questions by phone or email from the public and respond within one business day. All public calls and emails will be logged and entered on the

City's SDSShare website and the project team will receive a spreadsheet documenting these public inquiries every two weeks along with a detailed report of Community Liaison activities.

VSC will also provide outreach to schools that are either within 500 feet of a designated work area, or where traffic flow to/from a school might be impeded by construction. The schools include: Bishop's School, Silver Gate Elementary, Correia Middle School, Jefferson Elementary, Kimbrough Elementary, Nazareth School, Emory Elementary, Mendoza Elementary, Horton Elementary, Clay Elementary and Willow Elementary. If work needs to occur on school grounds, our team will coordinate Right of Entry permits with the school or its district representatives.

8.2 Community Coordination

We will keep the community informed through a number of proven methods. As per the City's Whitebook, VSC will distribute door hanger notices no later than five days before the start of each phase of construction to properties within 300 feet of the construction zone. In section 8.1 we provided information about methods to collect stakeholder email addresses. With those email addresses in hand, VSC will provide project updates via the City's Constant Contact email account. The City uses Constant Contact because it is the only email service that can provide audio reading of the transcript for the blind. The City's PIO has also granted VSC permission to submit project information to the PIO for posting on the City's Nextdoor social media account. VSC will also work with HOA and property managers to disseminate project information to multi-unit dwellings that may have gated entries.

8.3 Work With Homeowners That May Need Replumbs

There are several map pages that indicate the need for replumbs. They are: Maps 1, 11, 15 and 21. VSC has proven, effective experience with this situation. The first task is to determine who owns the property. This involves a trip to the County Assessor's office to research tax files for the names and addresses of the owners. If an owner lives at the property, VSC will pay a visit, explain the project and ask the property owner to sign the proper forms that allow for a lateral replumb and grant the contractor permission to work on private property. If an owner doesn't live at the property, VSC will draft a letter to the owner and have the letter reviewed by the City's project manager. This letter will explain the work that needs to be done and will ask the owner to sign the enclosed forms and return in the pre-addressed stamped envelope that VSC will provide. We do have experience with homeowners who would not respond to multiple letters. It is amazing how quick they respond when they are sent a letter telling them that they will be responsible for paying a private plumber for a replumb if they don't want to sign the forms.

8.4 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.

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.

8.5 Minimizing Impacts to Residents and Visitors

There are several bus routes that will be impacted by traffic control.

- Route 8, Map 4, Mission Blvd.
- Routes 11, 901 and 929, Map 13, 11th Ave.
- Route 7, Map 15, University Ave.
- Route 14, Map 17, Rancho Mission Rd.
- Routes 901, 933 and 934, Map 19, Saturn Blvd. and Coronado Ave.
- MTS Station and Trolley, Map 20, Euclid Ave.
- Route 907, Map 22, Calle Primera
- Routes 923 and 992, Map 25, West Broadway

We have established an established relationship with Dana Basham, the Fixed Route Operations Manager for MTS and she appreciates being kept in the information loop.

We also have a strong relationship with the City Fire and Rescue Department's PIO, Monica Munoz, who held a similar position with public works for a number of years. Monica asked us to let her know when and where we will be working so she can alert the captains at the nearby fire stations. This information helps the fire captains plan their response routes.

8.6 Minimizing Impacts to Local Businesses

VSC's experience shows that early face-to-face introductions and trading of contact information goes a long way to providing trusted communication with local businesses. During design we will meet with business owners or business center managers. This will allow us to learn their concerns after we explain the project. The information they provide will help the project team develop a work schedule that will allow for the construction to be completed on time and budget while having minimum impact on businesses.

We have identified the following areas as having business interests:

- Mission Beach, Map 4 - several small businesses on Mission Boulevard
- Midway, Map 6 - Pt. Loma Plaza shopping center, Golden Living assisted living facility and Ramada Inn.
- Old Town, Map 8 - Best Western Plus Hacienda Hotel
- Downtown, Map 13 - Central Library and Petco Park
- Mission Valley, Map 17 - strip mall at intersection of San Diego Mission Road and Rancho Mission Rd.
- City Heights, Map 18 - industrial park
- Encanto, Map 20 - Tubman Chavez Community Center and MTS station
- San Ysidro, Map 22 - strip mall, Motel 6 and a Travelodge