

# City of San Diego

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**TELEPHONE NO.:** 619-590-0929 ext. 108 **FAX NO.:** 619-590-1202



## CITY CONTACT

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C.Crown/R.W.Bustamante/Lad

## PROPOSAL DOCUMENT



### FOR

**MACC TASK NUMBER: 04**

ORIGINAL

## OTAY 2<sup>ND</sup> PIPELINE PHASE 2 AND AC WOODMAN ST. PIPELINE REPLACEMENT

RFQ NO.:	1293
PROPOSAL NO.:	K-17-1492-MAC-3
SAP NO. (WBS/IO/CC):	B-15046 - B-15081
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	4
PROJECT TYPE:	KA / KB

### 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**

**JANUARY 23, 2017**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTS**

**1010 SECOND AVENUE, 14<sup>th</sup> 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 **Otay 2<sup>nd</sup> Pipeline Phase 2 and AC Woodman St. Pipeline Replacement**, Task Number 4, 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.
- 1.3. 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 MACC awardees who fail to submit Proposals twice in twelve month period may have their MACC contract rescinded and be ineligible to submit future proposals.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:** The proposed scope of work includes the City solicitation process to acquire Design-Build services for a Design-Build project to include the design and construction of 1.50 miles (approximately 7,913 linear feet) of new 48-inch CMLCS pipe within the right-of-way beginning at the north terminus at Skyline Drive and South Woodman Street to the south terminus at Potomac Street and Alta View Drive. This new pipeline will replace and abandon the existing 36-inch steel pipe (approximately 3,089 linear feet) and 48-inch CMLCS pipe (approximately 857 linear feet). Abandonment will need to be slurry filled and easements vacated. This project will also replace approximately 1.31 miles (6,913 linear feet) of AC pipeline (varying diameters from 8-inch to 16-inch) along South Woodman Street and Paradise Valley Road. 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: JANUARY 23, 2017 at 12:00PM**

5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$16,191,000**.

6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: A OR C34

7. **CONTRACT PERIOD:** Project shall be completed within **650 Working Days** from the Notice to Proceed (NTP).

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

9. **PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.
10. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

SERVICES	SLBE	ELBE	DVBE	Subcontracting Requirement <sup>1</sup>
Design Services	4.90%	7.50%	1.30 %	<b>13.70 %</b>
Construction Services	6.70%	15.60%	4.00%	<b>26.30 %</b>

- 10.1. The Bid may be declared non-responsive if the Bidder fails the following mandatory conditions:
- 10.2. Attending the Pre-Proposal Meeting as required in these documents.
- 10.3. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
- 10.4. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.
11. **CONTRACTOR LICENSE AND PREQUALIFICATION STATUS:**
- 11.1. The Design-Builder must possess a **Class A** or **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 in the RFQ 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:

<b>12.1.1.</b> Pre-Proposal Meeting	<b>JANUARY 04, 2017</b>
<b>12.1.2.</b> Proposal Due Date	<b>JANUARY 23, 2017</b>
<b>12.1.3.</b> Selection and Notification	<b>FEBRUARY 27, 2017</b>
<b>12.1.4.</b> Limited Notice to Proceed	<b>MARCH 27, 2017</b>

**13. PRE-PROPOSAL MEETING:**

**13.1.** Those wishing to submit a Bid are **required** 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. **Failure to attend the Mandatory Pre-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive.** The Pre-Proposal meeting is scheduled as follows:

**Date: JANUARY 04, 2017**

**Time: 10:00AM**

**Location: 1010 Second Avenue, Suite 1400, 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.

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

## 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](mailto: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 an electronic proposal.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

- 2.4. PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 2.5. PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 2.6. TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate 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 EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

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

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. EOCP 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](mailto: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 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, 14<sup>th</sup> 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<sup>1/2</sup>" x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.

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

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

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

## **14.2. PRICE PROPOSAL REQUIREMENTS**

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

## **15. SELECTION CRITERIA AND SCORING**

- 15.1.** An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.
- 15.2.** Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 15.3.** The Panel will review all proposals received. Interviews or presentations will be conducted as needed in accordance with Attachment G.
- 15.4.** Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- 15.5.** Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and 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") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2015	PWPI070116-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2016	PWPI070116-03

Title	Edition	Document Number
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-05
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI092816-07
<b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

## ATTACHMENTS

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

## ATTACHMENT A

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

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## ATTACHMENT A

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

#### PUBLIC UTILITIES DEPARTMENT

#### 1. Project Description:

##### 1.1. Otay 2<sup>nd</sup> Pipeline Phase 2

1.1.1. This project will replace a segment of the Otay 2<sup>nd</sup> Pipeline from the north terminus at Skyline Drive and South Woodman Street to the south terminus at Potomac Street and Alta View Drive with 1.50 miles (7,913 linear feet) of 48-inch CMLCS pipe within the right-of-way. A section of the existing pipeline from Skyline Drive and South Woodman Street south to the Paradise Mesa 1 Pump Station will need to be abandoned. This section includes approximately 3,089 linear feet of existing 36-inch steel pipe and 857 linear feet of 48-inch CMLCS pipe. Abandonment will need to be slurry filled and easements vacated. The Paradise Mesa 1 Pump Station shall remain in service throughout the duration of construction. Additional work associated may include but not limited to curb ramps, traffic control, etc.

##### 1.2. AC Woodman Street Pipeline Replacement

1.2.1. This project will replace approximately 1.31 miles (6,913 linear feet) of 8-, 10-, 12-, and 16-inch AC pipeline along South Woodman Street and Paradise Valley Road. Two parallel segments of pipe (approximately 220 feet of 8-inch and 260 feet of 10-inch AC pipe) located between residential structures between Varney Drive and Arroyo Seco Way shall be replaced utilizing trenchless methods.

#### 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.
- 2.5.** The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, the local conditions under which the Work is to be performed, and as to the requirements of the Proposal Documents, Plans, and Specifications.
- 2.6.** As the Engineer of Work, the Design-Builder shall refer to the City's preliminary design information for the purpose of preparing a set of Plans and Specifications for the construction.
- 2.7.** The Scope of Work and Services [Scope] shall also include but is not limited to the following:
  - 2.7.1.** Conducting investigations, as-built research, and additional design survey services including physical and aerial surveys if needed for the completion of design work;
  - 2.7.2.** Preparing & completing 30%, 60%, 100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction;
  - 2.7.3.** Obtaining plan check approvals; and providing engineering services during construction, startup, and testing;
  - 2.7.4.** Construction of water mains and appurtenances including all high-lining, cut and plug and cut ins;
  - 2.7.5.** Monitoring for potential of any hazardous materials and coordination with local resource agencies;
  - 2.7.6.** Value engineering;
  - 2.7.7.** Additional geotechnical investigation and potholing;
  - 2.7.8.** Performance and implementation of QA/QC,
  - 2.7.9.** Landscaping and re-vegetation plan, if required;
  - 2.7.10.** Traffic control, paving, AC overlay or Slurry Seal for all streets, storm water permitting and compliance;
  - 2.7.11.** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners;



- 2.7.12. Scheduling, community outreach and public relations; and preparation of as-built drawings and mylars; and,
- 2.7.13. Determine if any special consideration will be required for hazardous materials per the Bridging Documents.
- 2.8. The Design-Builder shall use CADD in compliance with the appropriate standards and design guidelines as referenced in sections 40, 41, 42, and 43.
- 2.9. The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project in accordance with Section 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."
- 2.10. As required by California Government Code section 830.6, prior to construction, the design (including changes) for the Project and/or any portion thereof shall be approved by the Engineer.

**3. City Services:**

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

**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.
  - 4.1.7. All Survey and CADD files in possession of the Right-of-Way Design Division for this project.

**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. RFIs shall be in a format acceptable to the Engineer, and, at a minimum, shall contain: the Project name and WBS number; the request date; the desired response date; a unique numeric request identifier; a title; a reference to the pertinent part of the Bridging Documents, the Design-Build Special Provisions, or other specific part of the Contract Documents; CPM activity number affected; the written request; the Design-Builder's proposed solution, if appropriate; attachments, if any; and the name, telephone number, e-mail address, and title of the request initiator.

**11. Substitutions:**

**11.1.** Prior to receipt of the final design, the City will consider written substitution requests from the Design-Builder for substitution of products or manufacturers, and construction methods (if specified). After the City receives the final design, substitution requests will be considered only in the case of unavailability of a product or other conditions beyond control of the Design-Builder. Design-Builder shall use Material Substitution request form included as part of Bridging Documents.

**11.2.** The Design-Builder shall have the full burden of demonstrating that the proposed substitution is equal to the specified manufacturer, product, or construction method. By the act of submitting a substitution request, the Design-Builder warrants that:

**11.2.1.** The Design-Builder has investigated the proposed substitution and has determined that it is equal to or superior in all respects to the specified manufacturer, product, or construction method.

**11.2.2.** The Design-Builder will provide the same or better guarantees or warranties for the proposed substitution as for the specified manufacturer, product, or construction method.

**11.2.3.** The Design-Builder waives all claims for additional costs or extensions of time related to the proposed substitution that subsequently may become apparent.

**11.3.** The City will not accept a proposed substitution if any one of the following applies:

**11.3.1.** Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.

**11.3.2.** Acceptance will delay completion of the Design-Builder's Work or Services or the work or services of other City contractors.

- 11.3.3.** The Design-Builder does not specifically identify a substitution that appears on a Shop Drawing and/or does not submit a formal substitution request.
- 11.4.** The City will determine in its sole discretion whether the proposed substitute is equal to the specified manufacturer, product, or construction method. If the City determines that a proposed substitute is not equal to that specified, the Design-Builder shall provide the specified manufacturer, product, or construction method at no additional cost to the City or delay to the Project.
- 11.5.** The City will consider only one substitution request for each product.
- 11.6.** The Design-Builder shall submit a separate approved Shop Drawing for any proposed substitution that is accepted by the City. The City's acceptance of a substitution does not relieve the Design-Builder from the requirements for submission of Shop Drawings.

**12. Design Criteria and Procedure for Review of Design Materials:**

- 12.1.** *General* - The design criteria presented herein shall apply to the design and new construction of sewer & water main replacement, abandonment, site preparation, and restoration as outlined in the Bridging Documents. The Project shall be designed and constructed to provide a minimum service life of 50 years. Construction of the Project shall cause minimum interruptions in existing sewer & water services. Changes to the Pre-design Report recommendations e.g., pre-design alignments, paving, and storm drain protection; and construction methods shall be made only if approved by the City.
- 12.2.** *Design Responsibilities* - The Design-Builder shall provide all Services for the Project. The Services shall include preparing the 30%, 60%, 100% and Final Design plans for the Project [Final Design], including all necessary design and/or Construction Documents. The Services shall also include those required during construction, and Project Completion. The Services shall be performed in accordance with all Applicable Laws and City policies.
- 12.2.1.** The Design-Builder shall provide complete design for all elements of the Project (as applicable) such as: civil, physical and aerial surveys geotechnical, environmental and specialty consulting areas. Design-Builder shall evaluate alternative construction approaches to ensure economical designs which optimize constructability yet meet all requirements of this Contract, including all applicable laws and applicable architectural concepts, and conceptual designs.
- 12.2.2.** The Design-Builder shall incorporate the requirements of permitting agencies as may become apparent in the course of Project design. The Design-Builder shall apply for and secure all permits and provide all necessary reports, studies, and support required to obtain the permits. Permit and utility fees, if any, will be paid by the City. In addition, the

Design-Builder shall research and comply with all Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA and the City Fire Department. The Design-Builder shall develop an air pollution control plan, a noise abatement plan, (WPCP) Water Pollution Control Plan and a hazardous materials management plan, if required. If required, the Design-Builder shall incorporate appropriate facilities into the design.

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

**13. Surveying:**

**13.1.** The Design-Builder understands and agrees that any survey information provided by the City is preliminary in nature and may not have sufficient accuracy or scope to support Final Design. Design survey will be provided by the City for this project.

**13.2.** The Design-Builder shall perform all additional physical and aerial surveys as needed to prepare the construction plans and as-built drawings in accordance with the City standards.

**13.3.** Construction survey will be performed by the City with prior arrangement. The Design-Builder shall coordinate with the Engineer.

**14. As-built information:**

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

**15. Environmental and Permit Support:**

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

**16. Owner/Governmental Approvals:**

**16.1.** The Design-Builder shall obtain all City and other jurisdictional agency approvals as required to implement the design and construction of the Project. The City received an environmental document for the Project. During the Final Design process, if the Design-Builder modifies the Project such that a revision of the environmental document is required, the Design-Builder shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. The Work shall not proceed on the Project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents. The cost associated with implementing both the design and construction changes as a result of the Design-Builder modifications shall be the responsibility of the Design-Builder and will not be compensated by the City.

**17. Geotechnical Investigation:**

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

**18. Corrosion Survey Report:**

**18.1.** The Design-Builder shall investigate the Project Site and provide a current corrosion survey report for the water portion of the Project according to City standards and guidelines (refer to sections 40, 41, 42, and 43).

**19. Potholing:**

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

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

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

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

19.4.1. Utility.

19.4.2. Conduit quantity, type, and size.

19.4.3. Depth to top of conduit.

19.4.4. Horizontal coordinates (NAD 83).

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

19.4.6. Top elevation of conduit.

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

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

19.5.2. Backfill and cover the pipe with native soil.

19.5.3. For those pothole excavations located in the roadway, Trench resurfacing shall comply with SDG-107 or SDG-108, when applicable.

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

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

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

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

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

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



**21. Local Conditions:**

- 21.1.** The Design-Builder shall take steps reasonably necessary to ascertain the nature and location of the Work, and investigate and satisfy itself as to the general and local conditions that are applicable to the Work, including but not limited to:
- 21.1.1.** Conditions bearing on transportation, disposal, handling, and storage of materials;
  - 21.1.2.** The availability of labor, materials, water, power, and roads;
  - 21.1.3.** Weather conditions;
  - 21.1.4.** Physical conditions at the Project Site;
  - 21.1.5.** The surface conditions of the ground; and
  - 21.1.6.** The character of equipment and facilities needed prior to and during the performance of the Work.

**22. Access to the Work:**

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

**23. Supervision:**

- 23.1.** The Design-Builder shall supervise and direct the Work and 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 superintendent and an assistant who shall be present at the Project Site at all times that Work is being performed. The superintendent shall represent the Design-Builder, and communications given to the superintendent shall be as binding as if given to the Design-Builder.

**24. Authorization to Proceed:**

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

24.1.2. Confirm the next level of design development; and

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

24.1.4. Obtain written authorization to proceed with construction.

**25. Design Calculations:**

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

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

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

26.1.1. Identify all authorities having jurisdiction, including but not limited to the City Planning Division, Development Services Department, the City Traffic Section of Construction Management and Field Services, and other utilities. City will prepare plan check applications and submit the applications to the authorities having jurisdiction. Payment for plan check applications shall be made by City.

26.1.2. Submit hard and electronic copies of written design submittal comments from City and other utilities or agencies, annotated to indicate the Design-Builder's responses, final disposition of comments, and incorporate into the Final Design documents.

**27. Shop Drawings, Material Submittals and Samples:**

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

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

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

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

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

- 27.7.** City's acceptance of Shop Drawings, Material Submittals or Samples shall not relieve the Design-Builder from responsibility for variations from the requirements of the Contract Documents, unless:
- 27.7.1.** The Design-Builder in writing called attention to each such variation at the time of submission of the Shop Drawing, Material Submittals or Sample; and
  - 27.7.2.** City has specifically accepted in writing, either on the Shop Drawing or accompanying the Sample or Material Submittal each such variation.
- 27.8.** The Design-Builder shall be solely responsible for any costs arising from the Design-Builder's failure to submit and/or receive City's acceptance of a Shop Drawing, Material Submittal or Sample as required by the Contract Documents or the City-accepted schedule of Shop Drawings and Sample submissions.
- 27.9.** Shop Drawing Submittal Procedures:
- 27.9.1.** The Design-Builder shall submit 3 copies of each approved Shop Drawing to the Engineer for QA/QC purposes.
  - 27.9.2.** The Design-Builder shall use a separate transmittal form for each specific item or class of material or equipment for which a submittal is required. The Design-Builder may use a single transmittal form for multiple items only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. The Design-Builder shall collate a multiple-page submittal into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.
  - 27.9.3.** The Design-Builder shall use a Project-standard transmittal form accepted by the Engineer. The transmittal form shall identify the Design-Builder and include the date of the submittal, the information prescribed by the form, and a unique sequential number in a format approved by the Engineer. If applicable, the Design-Builder shall process transmittal forms to record actions regarding sample installations.
  - 27.9.4.** For each submittal and using a label and/or a rubber stamp, the Design-Builder shall include the following information in the same or a substantially similar form:

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

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

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

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

**27.9.8.** Submittal Format for Shop Drawings:

1. For Shop Drawings presented on sheets larger than 11 by 17 inches, the Design-Builder shall include on each drawing the drawing title, number, date, and revision numbers and dates.
2. For Shop Drawings presented on sheets 11 by 17 inches or less, the Design-Builder shall conform to the format and quantity requirements for product data, and present the Shop Drawings as a part of the bound volume for the submittals required by this Section.

3. Except for diagrams and schematic drawings, Design- Builder shall prepare dimensioned drawings to scale. The Design-Builder shall identify materials and products for work shown.
4. The Design-Builder's Shop Drawings shall be not less than 8½ by 11 inches nor more than 30 by 42 inches.
5. The Design-Builder shall submit detailed drawings and descriptions of proposed deviations from details or component arrangement indicated on the Shop Drawings.
6. The Design-Builder shall provide finished drawings for City review indicating proposed installation of Work, and materials and equipment being furnished.
7. City will not accept Shop Drawings that are either:
  - i) Copies of plans; or
  - ii) Materials or equipment identified solely by catalog numbers.
8. To enable City's acceptance, the Design-Builder shall ensure that the data shown on Shop Drawings is complete with respect to dimensions, design criteria, material of construction, and other detail. Incomplete submittals will be rejected.

**27.9.9. Submittal Format for Product Data:**

1. The Design-Builder shall present product data submittals for each specification section as a complete, bound volume, including a table of contents that lists page and catalog item numbers for product data.
2. The Design-Builder shall clearly indicate each product that is being proposed for use by inserting a stamped arrow, cloud, or other prominent notation that identifies the pertinent specification section and paragraph numbers. City will reject product data submittals that are not clearly marked.
3. If product data satisfying submittal requirements does not exist, the Design-Builder shall create and submit to City the required product data, including a notation that the product data was created specifically for the Project.
4. The Design-Builder shall furnish to City catalog data that describes in detail the products being furnished and enables the Engineer to determine that the products submitted conform to the requirements of the Contract Documents.

5. If more than one style, size, capacity, etc. of a product appears on a sheet, the Design-Builder shall clearly indicate exactly which product type is being submitted for approval. City will reject any submittal that fails to conform with this requirement
  6. The Design-Builder shall ensure that the catalog data identifies the manufacturer of the product.
- 27.9.10.** Submittal Format for Samples: The Design-Builder shall label or tag each sample, identifying the specification Section number, manufacturer's name and address, brand name, product identification number, and intended use in the Work.
- 27.9.11.** If The Design-Builder receives the prior written approval of the Engineer, the Design-Builder may submit Shop Drawings and Samples during the design process beginning at the 60 percent design level. The Design-Builder shall request such early submittal by submitting a RFI. The Design-Builder shall conform to all other requirements and procedures regarding Shop Drawings and Samples.

**28. Design Development:**

- 28.1.** The Design-Builder shall design the Project in compliance with all applicable laws, City and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the Contract Documents, the Municipal Water Approved Materials List, City noise and air pollution emissions regulations, applicable hazardous material handling and disposal regulations, the City's policies, and all other Reference Specifications approved by City at the time of Award.
- 28.2.** The Design-Builder shall prepare and submit design packages for review and acceptance by City in accordance with City's guidelines and the Project Schedule. The Design-Builder's use of City's guidelines shall not reduce, change, mitigate, or absolve the Design-Builder's responsibility for the Project design in any way. The Design-Builder's acts of stamping and signing the drawings, specifications, calculations, or other final design documents shall mean that the Design-Builder understands, accepts, and approves all measures contained in or implied by City's guidelines.
- 28.3.** The Design-Builder shall use the Bridging Documents as the starting point for Project design. The Final Design shall be based on the concepts in these documents. The Design-Builder shall review the Bridging Documents and verify the data and recommendations (i.e., proposed alignments and conceptual plans) prior to including them in the Project design. The Design-Builder shall perform the engineering tasks necessary to refine and optimize the Project, including but not limited to reevaluation and necessary modification of questionable/pending proposed alignments contained in the Bridging Documents.

- 28.4.** The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 30.7 the Final Design documents shall also include but not be limited to:
- 28.4.1.** One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design-Builder.
  - 28.4.2.** Two complete electronic file sets of all final drawings on CD-Rewritable (RW) recordable disks in Bentley MicroStation Version V8 SE format.
  - 28.4.3.** One, 8½-inch by 11-inch, final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.
  - 28.4.4.** Two complete electronic file sets of the final specifications in MS Word processing software format.
  - 28.4.5.** One complete set of engineering calculations and quantity take-offs, including hydraulic, calculations, each wet stamped and signed by qualified responsible engineers registered in the state of California. All elements of the Final Design presented shall be supported by calculations. All computer programs used in development of Project calculations shall be Windows compatible. Catalog cuts and manufacturer's data shall be provided for each approved material listed in the specifications or identified on the drawings, and shall be included with the final Project calculations.
  - 28.4.6.** A written list of required Shop Drawings (construction submittals) and Samples and an electronic file of the list on a recordable CD-RW in the latest version of MS Word processing software.
  - 28.4.7.** Other reports and documents as may be required by City.
- 28.5.** Procedures and time allowances for City's review of the design submittal, response by the Design-Builder to City's comments, and obtaining City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.
- 28.6.** In coordination with Traffic Section of Construction Management and Field Services, the Design-Builder shall develop a traffic control plan and local access management plan that minimizes environmental and traffic impacts, including noise impacts, to residences, businesses, and institutions. The final traffic control plan must be approved by City's Traffic Section of Construction Management and Field Services. The Design-Builder shall maintain an appropriate level of access and site security at all Project facilities to avoid significant impacts to the public.



- 28.6.1.** After the alignment of a Project is finalized, the Design-Builder shall meet with the Traffic Plan Check Supervisor to determine which sections of the roadway, if any, will require formal traffic control plans and which sections can be adequately addressed using shop drawings developed by the Design-Builder prior to construction.
  - 28.6.2.** The Design-Builder shall prepare a preliminary traffic control approach for City's review and approval prior to preparation of traffic control plans.
  - 28.6.3.** The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.
  - 28.6.4.** The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.
  - 28.6.5.** The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.
  - 28.6.6.** The Design-Builder shall obtain approval for traffic control plans.
  - 28.7.** The Design-Builder shall provide designs for the relocation of public or private utilities which must be constructed or relocated as a result of the Project.
  - 28.8.** The Design-Builder's design shall comply with the ADA and Title 24. The Design-Builder shall complete and submit an ADA Compliance Review Checklist available from the City.
  - 28.9.** The Design-Builder shall prepare and incorporate into the specifications, a Storm Water Pollution Plan (SWPPP) or Water Pollution Control Plan (WPCP), as applicable, to be implemented during construction. The SWPPP/WPCP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.
  - 28.10.** The Design-Builder shall prepare a construction quantity takeoff at 60%, 100% and Final submittals.
  - 28.11.** The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check and from the permitting agencies.
- 29. Storm Water Management Discharge Control:**
- 29.1.** The Design-Builder shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-

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

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

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

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

**30. Design Submittals:**

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

design submittal within 10 Working Days of the date of transmittal of the comments. The Design-Builder shall submit a completed QA/QC checklist at each design submittal.

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

**30.2.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.

**30.2.2.** Incorporation of the information contained in the Bridging Documents.

**30.2.3.** Reviewed preliminary calculations and hydraulic calculations.

**30.2.4.** Drawings that shall include at a minimum:

1. Title sheet with general notes, vicinity map, key map, and legend.
2. Preliminary list of construction drawings on cover sheet.
3. Locations of existing public and private utilities within the Project area on plan and profile.
4. Preliminary site plan including construction staging areas (if applicable)
5. Other drawings, as applicable to show information from pre-design maps.
6. List of special conditions, if any.
7. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements with sizes.
8. Traffic control concept plans (traffic control approach) if applicable.
9. Specification table of contents prepared in The GREENBOOK format.

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

**30.3.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.

**30.3.2.** Updated and incorporated information and comments from the 30 percent design submittal.

- 30.3.3.** Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.
- 30.3.4.** Location of construction staging areas (if applicable).
- 30.3.5.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
- 30.4.** Drawings that shall include at a minimum:
  - 30.4.1.** Updated plan and profile sheets for the sewer and water improvements, and construction details and notes.
  - 30.4.2.** Identification of both special and standard details.
  - 30.4.3.** A complete list of construction drawings on cover sheet.
  - 30.4.4.** Definition of the construction method to be used for pipe installation.
  - 30.4.5.** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
  - 30.4.6.** Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.
  - 30.4.7.** Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.
  - 30.4.8.** List of special conditions, if any.
  - 30.4.9.** Quantity take-off per plan sheet.
  - 30.4.10.** A complete draft of specifications in The GREENBOOK format including:
    - 1. Table of contents.
    - 2. The Design-Build Special Provisions.
- 30.5.** 100 percent design Submittal - The 100 percent design submittal shall include but not be limited to:
  - 30.5.1.** Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
  - 30.5.2.** Updated and incorporated information and comments from the 60 percent design submittal.

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

### **30.7. Design Submittal Deliverables:**

- 30.7.1.** The Design City Engineer in the form of 6 copies of the specifications, 6 sets of half sized (11-inch x 17-inch) drawing prints, and 14 sets of full sized (24-inch x 36-inch) drawing prints.
1. Drawing format shall conform to the City of San Diego CADD Standards and City provided "T" files. The standard scales are 1"=40' for plans and 1"=4' for profiles.
  2. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements.
- 30.7.2.** The Design-Builder shall deliver the pre-Final Design to the Engineer in the form of 6 copies of the specifications and 14 sets of half sized (11-inch x 17-inch) drawing prints.
- 30.7.3.** The Design-Builder shall submit all drawings in Bentley MicroStation V8 SE format per City's CADD Standards. The Design-Builder shall attend a coordination/orientation meeting with City's E&CP CADD specialist to review and discuss City's CADD standards. The Engineer will arrange for the meeting upon The Design-Builder's request. The Design-Builder shall also submit the Electronic In-Roads ALG file. The Design-Builder shall number proposed alignment points on plan views using the automated process through In-Roads Software. The Design-Builder shall also generate the Horizontal Alignment Coordinate Index report through In-Roads and place it on the last sheet of the drawings.
- 30.7.4.** The Design-Builder shall submit the Final Design documents to the Engineer, which shall include but not be limited to:
1. One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by The Design-Builder's qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by The Design-Builder.
  2. Six, 8½-inch by 11-inch copies of the final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.
  3. Two complete electronic file sets of the final specifications.
  4. Two complete electronic file sets of the final drawings on CD-RW.

5. Six complete and approved 8½-inch by 11-inch copies of the final construction cost estimate.
6. Two complete electronic files of the final construction quantity takeoffs and cost estimate.
7. Six complete sets of engineering calculations, including hydraulic, mechanical, electrical, and structural calculations, each wet stamped and signed by the Design-Builder's qualified responsible engineers registered in the state of California. The Design-Builder shall support all elements of the design presented by calculations the Design-Builder shall use only Windows compatible computer programs for Project calculations.
8. Other documents as required elsewhere in this Scope or required by the Engineer.
9. The Design-Builder shall use the following table as a minimum guide for preparation of the design drawings:

<b>30% Submittal</b>	
<b>Title Block:</b>	Drawing Number Title WBS Number
<b>General:</b>	North Arrow Scale
<b>Existing Plan:</b>	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
<b>30% Submittal</b>	
<b>Existing Profile:</b>	Existing Water Mains Horizontal and Vertical Scale Elevation Scales Existing Grades / Existing Pavement Existing Utility Crossings with Elevations Street Names

<b>60% Submittal</b>	
<b>Title Block:</b>	Street Names and Limits
<b>General:</b>	Cover Sheet – Limits of Work
<b>Proposed Plan:</b>	Dimensioning Addresses Stationing Plugs and Dead End Details Pipe Sizes and Lengths Sewer Laterals Manholes
<b>Proposed Profile:</b>	Stationing Pipe Size and Lengths
<b>Sewer:</b>	Manhole with Inverts
<b>Final Submittal (100%)</b>	
<b>Title Block:</b>	Lambert Coordinates Designer's / Drafter's Name Number of Street
<b>General:</b>	Street Name (RT Margin) Proposed Pipe Data Table Proposed Coordinate Table Construction Notes Details Reference Data Retirement Data
<b>Proposed Plan:</b>	Special Plan Notes



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

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

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

**31. Community Relations and Public Outreach Program:**

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

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

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

- 31.4.** The Key stakeholders are identified as the public and the City of San Diego, San Diego Unified School District, San Diego Metro Transit System, the Encanto Neighborhoods Community Planning Group, and the Skyline-Paradise Hills Community Planning Committee. The proposed water main alignment crosses near Bethune Elementary School, Fulton Elementary School, and Morse High School. The Design-Builder shall coordinate all activity and Right of Entry permit with the proper school representative.
- 31.5.** The Community Relations Plan shall include the following scope and services but not limited to:
- 31.5.1.** A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.
  - 31.5.2.** A method for construction notification in advance of the start of work.
  - 31.5.3.** Attendance and presentation of Project update before and during construction of Projects at community and stakeholder Meetings. Prepare presentation materials in coordination with the City.
  - 31.5.4.** Develop written list of follow-up information requested from the community.
  - 31.5.5.** Respond to telephone calls and e-mails. Standard telephone service and e-mail responses. Record calls and e-mails on electronic tracking form.
  - 31.5.6.** E-mail record of call information to The Design-Builder/Project Team. E-mail updates to stakeholders, Community Groups, City Council and other interested parties.
  - 31.5.7.** Create and maintain online Project webpage and newsletters.
  - 31.5.8.** Write, edit, update and/or produce brochures, pamphlets and news releases.
  - 31.5.9.** Attend progress meeting and provide status of community relations activities.
  - 31.5.10.** The plan shall also include a listing of businesses, schools, and major facilities along the alignment which are expected to be impacted by the construction, and proposed mitigation measures to lessen construction impacts.
  - 31.5.11.** The plan shall specifically identify the lines of communication within the Design-Builder Team, between the Design-Builder Team and the City and between the Design Builder's public information liaison and the City. The Design-Builder shall be responsible for ensuring that the

information to be provided to the public is consistent, updated and accurate.

- 31.5.12. Coordinate with the appropriate representatives from the affected schools to determine the time restrictions for work performed within close proximity to said schools.

**32. Quality Assurance and Control:**

32.1. The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control. The minimum acceptable quality assurance and quality control plan is described in the Quality Assurance/Quality Control Plan Guidelines, attached hereto and incorporated herein as Attachment A, section 32 – Quality Assurance / Quality Control Guidelines.

32.1.1. Design QA/QC - The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.

32.1.2. Checklists - As part of the QA/QC Plan, The Design-Builder shall use the City-provided checklists and attach the checklists to the plans and specifications.

32.1.3. Final Design - The Design-Builder shall submit QA/QC records for the final specifications and drawings to verify coordination within the engineering discipline, between engineering disciplines, between the final specifications and drawings, and to verify consistency with existing City Projects.

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

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

**33.1. General**

33.1.1. The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control, both during design and during construction. This Attachment outlines the minimum requirements for an acceptable quality assurance and quality control plan [QA/QC Plan]. The cost for the Design-Builder's QA/QC Plan and its implementation shall be included in the Design-Builder's Proposal.

33.1.2. The Design-Builder shall assign a QA/QC supervisor to ensure that all Work is performed in accordance with the Contract Documents, plans, specifications, manufacturers' instructions, Applicable Laws, and to acceptable industry standards.

33.1.3. The Engineer will monitor the Design-Builder's Work and Services and provide independent reviews as set forth in the Contract Documents. If

City's review or inspection uncovers Work or Services that do not conform to the Contract Documents or Applicable laws, City may reject that Work and/or Services and The Design-Builder shall replace or correct any deficiency at no additional cost to City.

- 33.1.4.** The concept of quality has evolved from conformance with specifications to meeting Owner requirements. The Design-Builder quality assurance and control has advanced from checking deliverables to multiple reviews, evaluations, inspections, and tests, concurrent with the Public Works Department reviews, oversight inspections, witnessing of tests, and similar quality assurance activities. Ultimately, the Design-Builder shall provide a facility that meets all the requirements described in the Contract Documents.
- 33.1.5.** The Design-Builder shall respond to any QA/QC review comments by ensuring that the Design-Builder's staff considers the comments and notes the actions to be taken. The Design-Builder shall submit copies of the responses to the Engineer to indicate that the QA/QC review is complete and that the reviewers concur with the response.
- 33.1.6.** If the Design-Builder detects any impending deviations from the Scope, Project Schedule, or Project budget, the Design-Builder shall take appropriate action to correct such deviations or to obtain written approval from the Engineer if deviations cannot be avoided.
- 33.1.7.** The Design-Builder shall implement its QA/QC Plan that was submitted to City with The Design-Builder's RFP together with any revisions required by City, all of which are incorporated herein by this reference as though fully set forth herein.

## **33.2. QA/QC During Design**

- 33.2.1.** This section describes the mandatory QA/QC Plan philosophies and procedures that the Design-Builder shall follow during design of the Project.
- 33.2.2.** The Design-Builder is the engineer of record. City's review of Design-Builder's approved submittals is for the sole purpose of determining whether the submittals conform to the requirements of the Contract and to the Bridging Documents.
- 33.2.3.** The Design-Builder shall include in its Proposal all costs necessary to meet this requirement.
- 33.2.4.** The following quality objectives apply to the Project design:
  - 1. The Design-Builder shall design the Project facilities to meet the scope and objectives set forth in the Bridging Documents, which

describe the Project facilities in moderate detail (layout, functions, etc.), thereby establishing the design requirements. The Design-Builder shall design the Project facilities to conform to these requirements except as modified by changes approved by City during design.

2. The Design-Builder shall design the Project facilities to conform to the requirements of the Contract Documents.
3. The Design-Builder shall prepare the Construction Documents to the standards of best engineering practice for clarity, uniformity, accuracy, and completeness.
4. The Design-Builder shall emphasize quality in the design and construction of the Project.

### **33.3. QA/QC Plan:**

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

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

**33.3.3.** Design Review: The Design-Builder shall address all plan check comments received from the City and implement its QA/QC plan prior to re-submittals to the City for review. The Design-Builder shall submit documentation of the QA/QC efforts and related activities as discussed in Review and Comment Form, subsection 33.3.8.

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

**33.3.5.** Calculations:

1. The Design-Builder shall ensure that calculation sheets are signed and dated by the personnel preparing, checking, reviewing, and approving the calculations. The Design-Builder shall index all original calculation sheets in file folders maintained in a single location so that all original calculations for the entire Project can be readily found. At the time the Final Design is accepted by City, The Design-Builder shall submit to the Engineer a legible copy of

all calculations, organized in an easy to use indexed loose-leaf binder or in clearly identified file folders.

2. The Design-Builder shall clearly identify any revisions to the calculations. The Design-Builder shall ensure that all revised calculations are checked, signed and cross-referenced to the original calculations.

**33.3.6.** The Design-Builder's Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the 30%, 60%, 100%, Final Design phases and as specified in this RFP, and that the reviews include all completed calculations, drawings, and specifications. The level of detail expected for each discipline at each completion level is defined in this RFP. The Design-Builder shall ensure that all comments receive an agreed upon response and are recorded on The Design-Builder's Review and Comment Form (subsection 33.3.8). Design problems may arise from inconsistencies between disciplines. The Design-Builder shall assign one or more qualified engineers to perform detailed interdisciplinary reviews to ensure consistency between disciplines, and between drawings and the specifications.

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

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

1. The name of the Project;
2. City's contract number;
3. The type of review being conducted;
4. The name/title of the document being reviewed;
5. Identification of the page, paragraph, or drawing being reviewed;
6. The reviewer's comments;
7. The designer's response to the reviewer's comments;
8. The agreed upon resolution with respect to the comments and response;
9. The reviewer's signature and date of review;
10. The designer's signature and date of response; and

11. The signature of the Design-Builder's Project manager and date of review.

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

#### **33.4. QA/QC During Construction**

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

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

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

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

**33.4.4.** Factory Inspections and Tests:

1. The Design-Builder agrees that all products, materials, and equipment, shall be subject to inspections, tests, and witness tests by City at the place of manufacture or fabrication.
2. The Design-Builder agrees that City may, at its option, enter into separate contracts with consultants or others to conduct inspections, tests, and witness tests on behalf of City.
3. The Design-Builder agrees that the presence of City, its employees, agents, and/or representatives at inspections, tests, and/or witness tests shall not relieve the Design-Builder of the sole responsibility for providing products, materials, and equipment that comply with all requirements of the Contract Documents. The

Design-Builder agrees that compliance is the responsibility of the Design-Builder and shall not be avoided by any act or omission on the part of City or its employees, agents, and/or representatives.

4. The Design-Builder shall provide City with 10 Working Days advance notice of any testing at the place of manufacture or fabrication. At City's option, City, its employees, agents, and/or representatives may conduct inspections and tests at the manufacturing place any time without advance notice to the Design-Builder.

**33.4.5. Sampling and Testing:**

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

**33.4.6. Inspection and Testing Laboratory Service:**

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



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

**33.4.7. Special Inspection:**

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

**33.4.8. Installation:**

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

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

**33.4.9. Manufacturer's Field Installation Services and Reports:**

1. When required by the specifications, the Design-Builder shall cause material or product suppliers or manufacturers to provide qualified personnel to:
  - a) Observe and evaluate:
    - (i) Project Site conditions;
    - (ii) Conditions of surfaces and installation;

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

**33.4.10. Sample City QA/QC Checklists:**

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

**34. Noise Abatement and Control:**

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

**35. Project Meetings:**

- 35.1.** Progress Meetings – Design Phase - The Design-Builder shall schedule and hold regular progress meetings at least monthly and at other times as requested by the Engineer. Prior to a progress meeting, the Design-Builder shall submit its progress

meeting format to the Engineer for review and acceptance. The Design-Builder shall also submit to the Engineer for review and acceptance:

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

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

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

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

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

**35.3.** Public Meetings - During the course of the Project, a minimum of 2 of the Design-Builder's key personnel and the Engineer shall attend community meetings as part of the Design-Builder's community outreach program. Typically, these meetings are scheduled for two to four hours on weekday evenings. At a minimum, 1 meeting will be scheduled at 30 percent design review and the other just prior to construction. The Engineer may direct the Design-Builder to attend other meetings at no additional cost.

**35.4.** Other Meetings - From time to time during the Project, the Engineer may direct the Design-Builder to attend other meetings. These may include but are not limited to meetings with environmental or regulatory agencies, meetings with Water Operations, utility companies, and other City divisions or departments. These meetings shall be done at no additional cost.

**35.5.** The Design-Builder shall prepare and submit typical meeting minutes of all meetings including a list of attendees, contact information, proceedings, and all pertinent information.

**36. Red-lines:**

- 36.1.** The Design-Builder shall be responsible for Red-lines as described in The WHITEBOOK, Section 2-5.4, Red-lines and Record Documents.
- 36.2.** Prior to final completion, The Design-Builder shall prepare and submit one complete set of full sized (24-inch x 36-inch) original mylar final As-Built Drawing CADD plots in accordance with the City's CADD Guideline. Each CADD mylar drawing sheet shall be stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and wet signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by the Design-Builder. Drawing mylar shall be 3 mils minimum thickness.
- 36.3.** Prior to Final Completion, the Design-Builder shall also submit:
  - 36.3.1.** Five complete full-sized sets of blueprint or copies of the final As-Built's.
  - 36.3.2.** 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 Guideline.

**37. Record Keeping:**

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

Drawings, Product Data, Samples, or similar submittals unless the Design-Builder has specifically informed City of such deviation at the time of the submittal and City has accepted the specific deviation in writing. The Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by City's acceptance thereof. At the time of each submission, the Design-Builder shall, in writing, specifically identify deviations that the submittals or Samples may have from the requirements of the Contract Documents.

**38. Required Test/Material Certificates:**

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

**39. Traffic Control:**

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

**40. Reference Standards:**

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

**41. Design Guidelines:**

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

**41.2.** American Water Works Association (AWWA)

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

**41.4.** California Code of Regulations, Title 24

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

- 41.6.** City of San Diego Computer Aided Design and Drafting (CADD),  
<http://www.sandiego.gov/publicworks/edocref/drawings.shtml>
- 41.7.** City of San Diego Landscape Technical Manual
- 41.8.** City of San Diego's Manual of Preparation of Land Development and Public Improvement plans  
  
<http://www.sandiego.gov/development-services/industry/landdevcode/landdevmanual.shtml>
- 41.9.** City of San Diego Street Design Manual,  
<http://www.sandiego.gov/publicworks/pdf/edocref/streetdesignmanual02.pdf>
- 41.10.** City of San Diego Technical Guidelines for Geotechnical Reports,  
<http://www.sandiego.gov/development-services/pdf/industry/geoguidelines.pdf>
- 41.11.** City of San Diego, Water Department Guidelines and Standards Books 1 through 7 <http://www.sandiego.gov/water/cip/guidelines.shtml>
- 41.12.** City of San Diego, Consultant Standards for Plans, Specifications and Estimates  
<https://www.sandiego.gov/sites/default/files/consultant-standards-for-prep-of-pse-2010-edition.pdf>
- 41.13.** County of San Diego Code of Regulations
- 41.14.** National Electric Code (NBC) as adopted by the City of San Diego\*
- 41.15.** State of California Health and Safety Code
- 41.16.** Uniform Fire Code (UFC) as adopted by the City of San Diego\*
- 41.17.** Uniform Mechanical Code (UMC) as adopted by the City of San Diego\*
- 41.18.** Uniform Plumbing Code (UPC) as adopted by the City of San Diego\*
- 41.19.** Construction Planning & Scheduling Manual by AGC of America
- 41.20.** The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents
- 41.21.** City of San Diego Municipal Code;  
  
<http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni.shtml>
- 41.22.** State Historic Preservation Act

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

**42. Bridging Documents:**

**42.1.** The following is a list of the Bridging Documents for this project available at: <ftp://ftp.sannet.gov/OUT/Otay%202nd%20PL%20Phase%20/>

1. General\Location Map.pdf
2. General\ Otay 2<sup>nd</sup> PL Steel Repl PHII.dgn
3. Planning Documents\Preliminary Engineering Report.pdf
4. Planning Documents\Street Resurfacing Moratorium Waiver.pdf
5. As-Builts\AT&T
6. As-Builts\Public
7. As-Builts\SDG&E
8. As-Builts\Cox Cable

**43. Supplemental Requirements:** All submitted hardcopy drawings and documents shall also be provided to the City in PDF format with electronically searchable text (not scanned images) to include drawings, specifications, details, reports, RFI's, Invoices, and all other documents of every type. Excel files of documents shall be provided when requested by the City.

**43.1.** The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations in the Planning Study and the Preliminary Engineering Report (see bridging documents).

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

**43.3.** The Design-Builder shall identify all existing fire services by field inspection, research of City records specifically including the City PUD cross connection database, and water billing records, and research of as-builts. Design-Builder shall provide all work necessary to reconnect all existing fire services.

**43.4.** Gate valves shall be used for water main up to and including 12" size. Butterfly valves shall be used on 16" or larger water mains which shall have a bypass installed for transmission mains only Valves shall be size on size to match fittings and reducers shall not be used to provide reduced size valves in lieu of this.

**43.5.** Five (5) feet of cover is required for all 16" transmission mains per the City Water Design Guide. Where this is not feasible or cost-effective the Design-Builder shall



provide justification including calculations sufficient for the City PUD to allow an exception where appropriate.

- 43.6.** This RFP provides as-built drawings and other information collected during preliminary planning for this project. The Design/Builder shall be responsible for researching and obtaining all as-built drawings and any other information from the City and/or other agencies which will be necessary to complete the scope of work.
- 43.7.** The Design-Builder shall resolve design and construction problems by a typical professional process including but not limited to research, field investigation, developing alternates, calculations, cost-effective analysis, making decisions/recommendations and obtaining City concurrence as needed. This process shall be diligently followed before the Design-Builder seeks direction from the City.
- 43.8.** The Design-Builder shall follow the City standard practice for design and construction when not specifically addressed in the RFP scope of work, reference documents, and design guides.
- 43.9.** The Design/Builder shall submit a brief monthly progress report in a format acceptable to the City, with map illustrating where water pipe was installed, feet installed, total feet and percent complete for the entire duration of the project.
- 43.10.** The City shall not be responsible for any assumptions the Design-Builder based their price proposal on, and the Design-Builder shall not be entitled to any additional payment for any such assumptions on which their price was based.
- 43.11.** The price proposal shall include all work and materials, and any references in this RFP to unit price, lump sum price, bid price or similar language shall not entitle the Design-Builder to any additional payment.
- 43.12.** The price proposal shall include all work and materials, and any references to or requirements for restricted work hours and/or night work shall not entitle the Design-Builder to any additional payment.
- 43.13.** The Design-Builder shall perform all work described in the Preliminary Engineering Report, Sec 3.2.1 "Street Resurfacing" to define the paving scope of work.
- 43.14.** The Design-builder shall submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item in the SOV.
- 43.15.** 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.

**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

**NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM.**

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-17-1492-MAC-3**

**CONTRACT OR TASK TITLE: Otay 2nd. Pipeline Phase 2 and AC Woodman St. Pipeline Replacement**

**CONTRACTOR: Cass Construction**

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Design Services / Construction	NTP	8/31/2017	Otay 2nd Pipeline Phase 2 (B15046): \$1,000,000.00 AC Woodman St (B15081): \$500,000.00
2a	Design Services / Construction	9/1/2017	1/31/2018	Otay 2nd Pipeline Phase 2 (B15046): \$5,500,000.00 AC Woodman St (B15081): \$2,439,334
2b	Design Services / Construction	2/1/2018	NOC	Otay 2nd Pipeline Phase 2 (B15046): \$4,257,340.00 AC Woodman St (B15081): \$0.00
Total				\$13,696,674.00

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

By: 

Name: CASEY CROWN  
Project Manager

Department Name: PUBLIC WORKS

Date: 19 APR 2017

CONTRACTOR

By: 

Name: Wes Wise

Title: President

Date: 4.19.17

**ATTACHMENT C**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT D**  
**PREVAILING WAGES**

## **ATTACHMENT D PREVAILING WAGES**

- 1. PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 1.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 1.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 1.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - 1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City



or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

**1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

- 1) The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK") currently in effect.
  - 2) The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK") including the following:
    1. General Provisions (A) for all Contracts.
    2. General Provisions (C) for Design-Build Contracts.
- 

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

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

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

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

- 2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid **AND** 50% of any alternates.
- 2-5.3.4 Supporting Information.** To the City Supplement, ADD the following:
3. For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 Days of the NTP, if applicable.
- 2-9.2 Survey Service.** DELETE in its entirety and SUBSTITUTE with the following:
1. 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.
  2. 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.

3. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
4. 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.

**2-9.2.3 Payment.**

1. The payment for survey services Work shall be included in the Contract Price.

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

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of *Otay 2<sup>nd</sup> PL Ph 2 and AC Woodman St. PL Repl.* See Appendix "F" for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Water Group Job 949, Elham Lotfi (619-533-5212)
  - b) Otay 2<sup>nd</sup> Pipeline Phase 1, David Manela (619-533-6682)
  - c) Paradise Valley Road UUD (Potomac St – Park I), Jie Xiao (619-533-5496)
  - d) Pipeline Rehabilitation AK-1, Mark Giandoni (619-533-4434)

**2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the City Supplement, item 1, DELETE in its entirety.

**SECTION 4 - CONTROL OF MATERIALS**

**4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:

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

**4-1.6 Trade Names or Equals.** To the City Supplement, ADD the following:

12. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Proposal due date** and on the City's Product Submittal Form available at:

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

## SECTION 5 – UTILITIES

- 5-2 PROTECTION.** To the City Supplement, item 2, ADD the following:
- g) Refer to Appendix "K" for more information on the protection of AMI devices.
- 5-6 COOPERATION.** ADD the following:
- 1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

- 6-1.1 Construction Schedule.** To the City Supplement, item 20, ADD the following:
- The appropriate Calendar Day for the Plant Establishment Period, as defined in 801-6 is included in the stipulated Contract Time, when applicable.
- 6-2.1 Moratoriums.** To the City Supplement, ADD the following:
- 3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed in the Bridging Documents or as provided in the Addendum to a Mitigated Negative Declaration set forth in Appendix A.

**ADD:**

- 6-3.2.1.1 Environmental Document.**
- 1. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared an Addendum to A Mitigated Negative Declaration for Otay 2<sup>nd</sup>. Pipeline Phase 2 and AC Woodman St. Pipeline Replacement (*Otay 2<sup>nd</sup> Pipeline Phase 2 Project*) as referenced in the Contract Appendix. You shall comply with all requirements of the Addendum to a Mitigated Negative Declaration as set forth in Appendix A.
  - 2. Compliance with the City's environmental document shall be included in the Contract Price.

**ADD:**

- 6-3.2.2 Archeological and Native American Monitoring Program.** To the City Supplement, ADD the following:

4. You shall retain a qualified archaeologist for this Contract, if applicable. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details.

**ADD:**

**6-3.2.3 Paleontological Monitoring Program.** To the City Supplement, ADD the following:

3. You shall retain a qualified paleontologist for this Contract, if applicable. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details.

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

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

**6-8.3 Warranty.** To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

**7-3 INSURANCE.** 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 shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.



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

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

**7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.**

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

commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

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

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

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

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance.**

**7-3.5.1.1 Additional Insured.**

- a) 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.
- b) 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.
- c) 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.
- d) 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.

**7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**7-3.5.4.1 Additional Insured.**

- a) 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.

- b) 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 shall 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.** 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 City Supplement, ADD the following:

2. Use a self-loading motorized street sweeper equipped with a functional water spray system for this project, as required by the Engineer.

**7-8.6 Water Pollution Control.** To the City Supplement, ADD the following:

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

**7-10.1.1 General.** To the City Supplement, ADD the following:

15. **Working Hour Restrictions Due to Schools.** This project is subject to time restrictions for work performed due to the close proximity to a school belonging to the San Diego Unified School District (SDUSD). You shall refer to Section 7-16.2 "Community Outreach Services" for noticing requirements and shall not perform work within vicinity locations of Bethune Elementary School, Fulton Elementary School, and Morse High School when the work hour restrictions are in effect.

Work hour restrictions apply to any day that the school is in session and is your responsibility to coordinate with the school for these work hour restrictions and locations. The following time restrictions, which are subject to change, apply to this project:

1. Between 7:15 am and 7:45 am Monday through Friday
2. Between 2:00 pm and 2:30 pm Monday, Tuesday, Thursday, and Friday
3. Between 12:15 pm and 12:45 pm Wednesday.

School District Point of Contact	Position	Phone Number	Email
Darin Vey	Supervisor Energy/ Utilities	858-634-8195	<a href="mailto:dvey@sandi.net">dvey@sandi.net</a>
Charles Stinson	Inspector Energy/Utilities	858-496-1954	<a href="mailto:cstinson@sandi.net">cstinson@sandi.net</a>
Luis Vasquez	Inspector Energy/Utilities	858-573-5701	<a href="mailto:lvasquez@sandi.net">lvasquez@sandi.net</a>
Frank Favro	Maintenance	619-873-5476	<a href="mailto:ffavro@sandi.net">ffavro@sandi.net</a>
Jim Cunningham	Planning	858-637-6289	<a href="mailto:jcunningham2@sandi.net">jcunningham2@sandi.net</a>

**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](mailto:SBose@sandiego.gov)

Casey Crown, Project Manager, [CCrown@sandiego.gov](mailto:CCrown@sandiego.gov)

James Piel, Project Engineer, [JPiel@sandiego.gov](mailto:JPiel@sandiego.gov)

Resident Engineer, TBA, [XXX@sandiego.gov](mailto:XXX@sandiego.gov)

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

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

**7-20 ELECTRONIC COMMUNICATION.** To the City Supplement, ADD the following:

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

**7-21 GENERAL.** To the City Supplement, 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.

**7-21.6 Special Project Conditions.** To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. When removal of sediments and debris from channels and storm drains are required, you shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 65% of materials are diverted.

### 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. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. 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 City Supplement ADD the following:

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

### SECTION 10 - GREEN BUILDINGS AND STORM WATER MANAGEMENT

**ADD:**

**10-3 STORM WATER MANAGEMENT DISCHARGE CONTROL.**

1. You shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management and Discharge Control, Municipal Storm Water Permit (MS4), California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement



Official. You warrant and certify that any and all Plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. You understand that while the City will be reviewing your designs for storm water permit compliance prior to acceptance of Design-Builder's designs, you shall also understand and agree that the City's Storm Water review process and its acceptance of your designs in no way limits the your obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

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

### **SECTION 203 - BITUMINOUS MATERIALS**

**203-3.4.4 Rubber Polymer Modified Slurry (RPMS).** To the City Supplement, ADD the following:

1. RPMS shall be used on this Contract.

**SECTION 209 – PRESSURE PIPE**

**209 PRESSURE PIPE.** To the City Supplement, ADD the following:

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

**SECTION 217 – BEDDING AND BACKFILL MATERIALS**

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

**TABLE 217-2.2**

<b>Zone</b>	<b>Zone Limits</b>	<b>Maximum Size (greatest dimension)</b>	<b>Backfill Requirements in Addition to 217-2.1</b>
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	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
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 302 – ROADWAY SURFACING**

**302-4.12.2.1 General.** To the City Supplement, ADD the following:

3. When Type I is to be applied over Type II or Type III, corrective action in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such

as reductions in payment, non-payment, or removal of material not meeting specifications as directed by the Engineer shall be executed prior to the application of the Type I material.

**302-7.4 Payment.** To the City Supplement, item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

#### **SECTION 304 –METAL FABRICATION AND CONSTRUCTION**

**304-5 PAYMENT.** To the City Supplement, REVISE section “304-5” to “304-6”.

#### **SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION**

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

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

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

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

6. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
  - a) Skyline Drive
  - b) South Woodman Street
  - c) Paradise Valley Road
  - d) And as required by the Bridging Documents.

#### **SECTION 700 – MATERIALS**

**700-9.1 Pedestrian Barricade.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, “Pedestrian Barricade”.
2. Curb ramp barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDG-140, “Curb Ramp Barricade”.

3. Assembly shall be commercial quality galvanized material.

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

**802-2.1 Project Biologist.** To the City Supplement, ADD the following:

5. The City may retain a qualified Project Biologist to perform biological monitoring work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

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

**4.1 Nondiscrimination in Contracting Ordinance.** To the City Supplement, 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**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

### **APPENDICES**

**APPENDIX A**

**ADDENDUM TO A MITIGATED NEGATIVE DECLARATION**



THE CITY OF SAN DIEGO

# ADDENDUM TO A MITIGATED NEGATIVE DECLARATION

Project No. 503266  
Addendum to MND No. 255100  
SCH No. 2011091045

**SUBJECT:** Otay 2<sup>nd</sup> Pipeline Phase 2 Project

## I. PROJECT DESCRIPTION:

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

### Project Location

The Otay 2nd Pipeline Phase 2 project is located both within the Skyline-Paradise Hills and the Encanto Neighborhoods, Southeastern San Diego Community Planning Areas (Council District 4), and would occur along portions of the following streets: Potomac Street, Paradise Valley Road, Ella Lane, Carefree Drive, Skyline Drive, Arroyo Seco Way, Parkland Way, Bullock Drive, Varney Drive, and South Woodman Street.

### Project Description

The proposed scope of work would include installation of approximately 7,913 linear feet' (LF) (1.5 miles) of new 48-inch CMLCS (Cement-Mortar Lined and Coated Steel) pipe within a new trench alignment using an open trench method of construction. The new pipe would require a trench depth of 10 feet and trench width of 5-6 feet. The project would abandon and slurry-fill approximately 1,096 LF of 24-inch RCSC pipe, 5,453 LF of 36-inch steel pipe, and 857 LF of 48-inch CMLCS, which is located primarily on City-owned land. Thirteen (13) easement vacations are proposed on private properties located on Ella Lane, Osterling Court, Jake Mills Court, and Parkland Way. Slurry would be injected into the pipe at various locations where excavation pits will be dug up to expose the pipe and cut it open for the slurry fill operation. Excavation pits will be located in disturbed/developed areas only, utilize existing access paths, and would not impact sensitive vegetation. Several excavation pits for the project are either located within or adjacent the MHPA. No sensitive vegetation would be removed.

The Paradise Mesa 1 Water Pump Station (WPS) would also be abandoned. Abandonment would include the removal of all above-ground appurtenances followed by the injection of slurry into the remaining below-ground components. Work for the abandonment would be limited within the fenced area of the WPS with the fence being removed last. Existing dirt/paved access roads are located within the easement, which will be utilized by construction crews during the abandonment process. All vehicles will remain within the limits of the existing access paths and fenced areas. Erosion control methods, such as mulch, would be used on disturbed areas associated with the excavation pits and any minor disturbances from removal of the WPS. No revegetation is proposed due to the minimal nature of the impacts.

The project would also replace approximately 6,503 LF (1.23 miles) of existing 8-, 10-, 12-, and 16-inch asbestos cement (AC) water main with new 8-, 10-, and 16-inch polyvinyl chloride (PVC) water mains within the existing trench alignment using an open trench method. An additional 410 LF (0.08 miles) of existing 8- and 10-inch AC water main will be replaced within the existing alignment using a trenchless method. Replacement of the existing AC water mains with the new PVC water mains would require a trench depth of 5 feet and trench width of 3 feet. The segment of pipe located between South Woodman Street and Varney Drive will be performed utilizing trenchless methods (i.e. directional drilling) requiring driving/receiving pits with dimensions of 10 feet by 10 feet and depths up to 6 feet.

The project would also include the following improvements: installation of curb ramps, water meters, water boxes, and street resurfacing. All of the work is within improved City right-of-way and city utility easements on adjacent previously disturbed private property.

The Otay 2nd Pipeline Phase 2 project is part of the City of San Diego's on-going Sewer Main and Water Main Replacement Program. The existing sewer and water mains are old, and are nearing the end of their service life. Construction of the project will reduce maintenance requirements, correct hydraulic deficiencies, improve reliability and accessibility, and bring the sewer and water main systems up to current design standards.

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

**II. ENVIRONMENTAL SETTING:** The Otay 2nd Pipeline Phase 2 project would occur within the developed public right-of-way and existing sewer and water easements in the areas of San Diego described above under Project Location. Surrounding land uses include existing residential, institutional, industrial, and commercial developments, and open space areas. See attached MND for the environmental setting for the overall Citywide Pipeline Projects.



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

Land Use (MHPA Adjacency)

Several excavations pits of the proposed pipeline replacement project are within or adjacent to Multi Habitat Planning Area (MHPA). This portion of the project will, therefore, be subject to the MHPA land use adjacency mitigation requirements specified under AMND Section V.

**IV. DETERMINATION:**

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

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

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

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. No public review of this addendum is required.

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

Land Use/MHPA Adjacency

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

1. Grading/Land Development/MHPA Boundaries - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
2. Drainage - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/ desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
3. Toxics/Project Staging Areas/Equipment Storage - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: "All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."
4. Lighting - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
5. Barriers - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
6. Invasives- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
7. Noise - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15). If

construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

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

COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

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

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

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

- I. BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

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

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

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

B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS

NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:

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

II. Prior to Start of Construction

A. Preconstruction Meeting

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

III. During Construction.

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


1. Grading/Land Development/MHPA Boundaries - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
2. Drainage - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/ desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
3. Toxics/Project Staging Areas/Equipment Storage - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactive to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil,

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

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

#### IV. Post Construction

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



Mark Brunette, Senior Planner  
Development Services Department

10/24/16  
Date

Analyst: Mark Brunette

Attachments: Location Map  
Mitigated Negative Declaration No. 255100

The Addendum to Mitigated Negative Declaration No. 255100 was not circulated for public review pursuant to San Diego Municipal Code (SDMC) Chapter 6, Article 9, Paragraph 69.0211 (Addenda to Environmental Reports). The final Addendum was distributed to the following City of San Diego staff members for informational purposes in accordance with CEQA Section 15164.

DISTRIBUTION:

City of San Diego

Development Services

Helene Deisher, Development Project Manager

Mark Brunette, Environmental Analysis

Sam Johnson, MMC

Public Works

James Piel, Project Engineer

Mark Berlin, Associate Planner

Copies of the addendum, the final MND, the Mitigation Monitoring and Reporting Program, and any technical appendices may be reviewed in the office of the Entitlements Division of the Development Services Department, or purchased for the cost of reproduction.







## MITIGATED NEGATIVE DECLARATION

Project No. 255100  
SCH No. 2011091045

**SUBJECT:** Citywide Pipeline Projects: COUNCIL APPROVAL to allow for the replacement, rehabilitation, relocation, point repair, new trenching, trenchless construction, and abandonment of water and/or sewer pipeline alignments and associated improvements such as curb ramps, sewer lateral connections, water service connections, manholes, new pavement/slurry, the removal and/or replacement of street trees and the removal and/or replacement of street lights. This environmental document covers the analysis for ~~five~~ four (5) ~~(4)~~ near-term pipeline projects (Harbor Drive Pipeline, Water Group 949, ~~Sewer Group 787~~, Water Group 914, and Sewer/Water Group 732), as well as any subsequent future pipeline projects. The construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within the City of San Diego Public Right-of-Way (PROW) and/or within public easements and may include planned pipeline construction within private easements from the PROW to the service connection. A signed agreement between the City and the property owner would be required for work conducted on private property. Project types that would be included in the analysis contained herein would consist of sewer and water group jobs, trunk sewers, large diameter water pipeline projects, new and/or replacement manholes, new/or replacement fire hydrants, and other necessary appurtenances. All associated equipment would be staged within the existing PROW adjacent to the work areas. The near-term and future projects covered in the document would not impact *Sensitive Biological Resources* or *Environmentally Sensitive Lands (ESL)* as defined in the Land Development Code and would not encroach into the City's Multi-Habitat Planning Area (MHPA). Applicant: The City of San Diego Engineering and Capital Projects Department AND Public Utilities Department.

Update 10/20/2011

**Revisions to this document have been made when compared to the Draft Mitigated Negative Declaration (DMND) dated September 9, 2011. In response to the Comment Letter received from The California Department of Fish and Game, further description and graphics of Water Group 949 as it relates to the MHPA has been added to the Final MND. Please note that Sewer Group 787, which is adjacent to the MHPA, has been removed from the project description and is no longer covered in this MND.**

**The modifications to the FMND are denoted by ~~strikeout~~ and underline format. In accordance with the California Environmental Quality Act, Section 15073.5 (c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modification does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is identification of new significant environmental impact or the addition of a new mitigation measure required to avoid a significant environmental impact. The addition**

**of corrected mitigation language within the environmental document does not affect the environmental analysis or conclusions of the MND.**

Construction for the near-term and any future projects is anticipated to occur during the daytime hours Monday through Friday, but may occur during the weekend, if necessary. The contractor would comply with all applicable requirements described in the latest edition of the *Standard Specifications for Public Works Construction ("GREENBOOK")* and the latest edition of the *City of San Diego Standard Specifications for Public Works Construction ("WHITEBOOK")*. The City's supplement addresses unique circumstances to the City of San Diego that are not addressed in the GREENBOOK and would therefore take precedence in the event of a conflict. The contractor would also comply with the California Department of Transportation *Manual of Traffic Controls for Construction and Maintenance Work Zones*. If the Average Daily Traffic (ADT) within a given project(s) vicinity is 10,000 ADT or greater, a traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. For proposals subject to 10,000 ADT or less, traffic control may be managed through shop drawings during construction. Construction methods to be employed would consist of, but not be limited to:

**Open Trenching:** The open trench method of construction would be used for complete replacement and new alignment portions of the project. Trenches are typically four feet wide and are dug with excavations and similar large construction equipment.

**Rehabilitation:** Rehabilitation of alignment involves installing a new lining in old pipelines. The insertion is done through existing manhole access points and does not require removal of pavement or excavation of soils.

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

**Potholing:** Potholing would be used to verify reconnection of laterals to main where lines would be raised or realigned (higher than existing depth, but still below ground) or to verify utility crossings. These "potholes" are made by using vacuum type equipment to open up small holes into the street of pavement.

**Point Repairs:** Point repairs include replacing a portion of a pipe segment by open trench excavation methods in which localized structural defects have been identified. Generally, point repairs are confined to an eight-foot section of pipe.

The following near term project(s) have been reviewed by the City of San Diego, Development Services Department (DSD) for compliance with the Land Development Code and have been determined to be exempt from a Site Development Permit (SDP) and/or a Coastal Development Permit (CDP). These projects would involve excavation in areas having a high resource sensitivity and potential for encountering archaeological and paleontological resources during construction related activities. Therefore, mitigation would be required to reduce potential significant impacts to archaeological and paleontological resources to below a level of significance. With respect to Storm Water, all projects would be reviewed for compliance with the City's Storm Water Standards

Manual. All projects that are not-exempt from the Standard Urban Storm Water Mitigation Plan (SUSMP) would incorporate appropriate Permanent Best Management Practices (BMPs) and construction BMPs into the project design(s) and during construction, as required. As such, all projects would comply with the requirement of the Municipal Storm Water Permit.

#### HARBOR DRIVE PIPELINE (PROJECT NO. 206100)

The Harbor Drive Pipeline includes the replacement of 4.4 miles of 16-inch cast iron (CI) and asbestos cement (AC) pipe that comprises the Harbor Drive 1<sup>st</sup> and 2<sup>nd</sup> Pipelines (HD-1 and HD-2) at a depth no greater than five (5) feet. Facility age and cast iron main replacement are the primary drivers for these projects, but due to the history of AC breaks in the area, approximately 1.0 mile of AC replacement is also included. The project is anticipated to be awarded in Fiscal Year 2013.

HD-1 and HD-2 were built primarily in the 1940's and 1950's and were made out of cast iron or asbestos cement and serve the western most part of the University Heights 390 Zone and the northern section of the Point Loma East 260 Zone. The pipelines also serve as redundancy to each other. Several segments were replaced by various City of San Diego Public Utilities Department projects throughout the years and those segments are not a part of the current scope. Previously replaced segments were 16 inch PVC, except for the bridge crossing which used 24-inch CMLC. The pipeline is located entirely within the PROW, will not require any easements, and is not adjacent to the MHPA or located within any designated historical districts. The following streets would be affected by this project: West Laurel, Pacific Highway, North Harbor Drive (within the roadway, under the bridge and within landscape areas), Nimitz Boulevard, Rosecrans Street, Evergreen Street, Hugo Street, Locust Street, Canon Street, Avenida De Portugal, and Point Loma Avenue.

#### **Mitigation for the Harbor Drive Pipeline: Historical Resources (Archaeological Monitoring)**

#### WATER GROUP 949 (PROJECT NO. 232719)

Water Group 949 would consist of the replacement and installation of 5.27 miles of water mains within the Skyline- Paradise Hills, University, Clairemont Mesa, Southeastern San Diego (Greater Golden Hills) community planning areas. 16,931 Linear Feet (LF) of 16-inch cast iron water mains would be replace-in-place with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. The remaining 10,913 LF of new 16-inch PVC would be installed in new trenches. All work within Regents Road, Site 2 (Figure 8), adjacent to the MHPA would only occur within the developed footprint such as the paved right of way, and concrete sidewalk or slab areas. In addition, all work within 100 feet of the MHPA would observe mitigation such as but not limited to, bird breeding season measures, avoidance of discharge into the MHPA, and avoidance of direct lighting towards the MHPA areas. As such, no impacts to MHPA and/or sensitive resources would occur. The project would also include replacement and reinstallation of valves, water services, fire hydrants, and other appurtenances and would also included the construction of curb ramps, and street resurfacing. Traffic control measures and Best Management Practices (BMPs) would be implemented during construction. Any street tree removal, relocation, and/or trimming would be done under the supervision of the City Arborist. All staging of construction equipment will be located outside of any potentially sensitive areas. The following streets and nearby alleyways would be affected by this project: Tuther Way, Cielo Drive, Woodman Street, Skyline Drive, Regents Road, Hidalgo Avenue, Clairemont Mesa Boulevard, Luna Avenue, B Street, F Street, Ash Street, 25<sup>th</sup> Street, and 27<sup>th</sup> Street.

**Mitigation Required for Water Group 949: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the University and Clairemont Mesa Community Planning areas that are adjacent (within 100 feet) to the MHPA and Historical Resources (Built Environment) mitigation for the area of the project located within the Greater Golden Hill Historic District.**

SEWER GROUP 787 (PROJECT NO. 231928)

Sewer Group 787 would consist of the replacement of 26,436 lineal feet (LF) of existing 16-inch cast iron sewer pipe with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. A total of 1,267 LF of new 16-inch PVC sewer alignment would be installed in new trenches. In addition, the project would abandon 1,606 LF of existing 16-inch cast iron pipe. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. The project would affect the following streets and nearby alleyways: 42<sup>nd</sup> Street, Monroe Avenue, Edgware Road, Polk Avenue, Orange Avenue, Menlo Avenue, 47<sup>th</sup> Street, Dwight Street, Myrtle Avenue, Manzanita Place, Heather Street, Dahlia Street, Poplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, 44<sup>th</sup> Street, Laurie Lane, and Roseview Place all within the City Heights and Kensington-Talmadge Community Planning Areas.

~~Mitigation Required for Water Group 787: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the City Heights and Kensington Talmadge Community Planning areas that are adjacent (within 100 feet) to the MHPA, Historical Resources (Archaeological and Paleontological Monitoring).~~

WATER GROUP 914 (PROJECT NO. 233447)

Water Group 914 would consist of the replacement and installation of approximately 21,729 lineal feet (LF) of existing 6-inch, 8-inch and 12-inch cast iron pipes and 6-inch asphalt concrete pipes with new 8-inch, 12-inch and 16-inch polyvinyl chloride (PVC) pipe. Also included would be the construction of two underground pressure regulator stations that measure 54 square-feet and 6.5 feet deep each. 17,472 LF would be located in existing trenches and 4,257 LF would be located in new trench lines. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. However two 300 LF parallel line sections (600 LF total) of the water alignment would be installed by trenchless methodology utilizing two (2) 40 square foot launch and receiver pits. The trenchless installation would occur at the intersection of Coronado Avenue and Ebers Street and is designed to avoid a recorded archaeological resource at this intersection. The trenchless methodology would employ directional underground boring that would install the pipe at a depth deeper than the recorded resource. In addition, a 4-inch AC water segment of approximately 520 LF located along Point Loma Avenue between Guizot Street and Santa Barbara Street will be abandoned in place. The project would affect the following streets and nearby alleyways: Point Loma Avenue, Santa Barbara Street, Bermuda Avenue, Pescadero Avenue, Cable Street, Orchard Avenue, Froude Street, Sunset Cliffs Boulevard, Savoy Circle, and Del Monte Avenue all within the Ocean Beach and Peninsula Community Planning Areas.

**Mitigation for Water Group 914: Historical Resources (Archaeological Monitoring) and (Built Environment)**

SEWER AND WATER GROUP 732 (PROJECT NO. 206610)

Sewer and Water Group Job 732 would consist of the installation of approximately 5,500 total linear feet (LF) of 8 inch Polyvinyl Chloride (PVC) sewer pipe, and approximately 3,000 total linear feet (LF) of 12 inch PVC water pipe. Approximately, 1,035 LF of water pipe would be rehabilitated using trenchless technology in the same trench, with the remainder of the installation accomplished through open trenching. Related work would include construction of new manholes, replacement and re-plumbing of sewer laterals, installation of curb ramps, pavement restoration, traffic control, and storm water best management practices. Construction of the project would affect portions of the following streets and adjacent alleys in the Peninsula Community Plan area: Xenophon Street, Yonge Street, Zola Street, Alcott Street, Browning Street, Plum Street, Willow Street, Evergreen Street, Locust Street, and Rosecrans Street.

**Mitigation Required for Sewer and Water Group 732: Historical Resources (Archaeological and Paleontological Monitoring).**

**SUBSEQUENT PIPELINE PROJECT REVIEW (LONG TERM)**

Applications for the replacement, rehabilitation, relocation, point repair, open trenching and abandonment of water and/or sewer pipeline alignments within the City of San Diego PROW as indicated in the Subject block above and in the Project Description discussion of the Initial Study would be analyzed for potential environmental impacts to Historical Resources (Archaeology, Paleontology and the Built Environment) and Land Use (MSCP/MHPA), and reviewed for consistency with this Mitigated Negative Declaration (MND). Where it can be determined that the project is "consistent" with this MND and no additional potential significant impacts would occur pursuant to State CEQA Guideline § 15162 (i.e. the involvement of new significant environmental effects of a substantial increase in the severity of previously identified effects) or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to §15164. Where future projects are found not to be consistent with this MND, then a new Initial Study and project specific MND shall be prepared.

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the near term projects and any future subsequent projects could have a significant environmental effect in the following areas(s): Land Use (MSCP/MHPA Land Use Adjacency), Historical Resources (Built Environment), Historical Resources (Archaeology) and Paleontology. When subsequent projects are submitted to DSD, the Environmental Analysis Section (EAS) will determine which of the project specific mitigation measures listed in Section V. would apply. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. Projects as revised now avoid or mitigate the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

V. MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP):

**A. GENERAL REQUIREMENTS – PART I**

Plan Check Phase (prior to permit issuance)

1. Prior to Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD) (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

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

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

**B. GENERAL REQUIREMENTS – PART II**

**Post Plan Check (After permit issuance/Prior to start of construction)**

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants as necessary:

**Biologist, Archaeologist, Native American Monitor, Historian and Paleontologist**

Note: Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

**CONTACT INFORMATION:**

- a) The **PRIMARY POINT OF CONTACT** is the **RE** at the **Field Engineering Division 858-627-3200**
- b) For Clarification of **ENVIRONMENTAL REQUIREMENTS**, it is also required to call **RE and MMC at 858-627-3360**

**2. MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) No. 255100, or for subsequent future projects the associated PTS No, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD’s ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc

**Note:**

Permit Holder’s Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

- 3. OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency as applicable.
- 4. MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline’s work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
- 5. OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

**Document Submittal/Inspection Checklist**

<i>Issue Area</i>	<i>Document submittal</i>	<i>Associated Inspection/Approvals/Note</i>
General	Consultant Qualification Letters	Prior to Pre-construction Mtg.
General	Consultant Const. Monitoring	Prior to or at Pre-Construction Mtg.
Biology	Biology Reports	Limit of Work Verification
Historical	Historical Reports	Historical observation (built envirnmt)
Archaeology	Archaeology Reports	Archaeology observation
Paleontology	Paleontology Reports	Paleontology observation
Final MMRP		Final MMRP Inspection

## SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

**A. LAND USE [MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP) For PROJECTS WITHIN 100 FEET OF THE MHPA]**

**I. Prior to Permit Issuance**

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

1. **Land Development / Grading / Boundaries** –MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. The ED shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA..
2. **Drainage / Toxins** –All new and proposed parking lots and developed area in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA, All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
3. **Staging/storage, equipment maintenance, and trash** –All areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities are within the development footprint. Provide a note on the plans that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative to ensure there is no impact to the MHPA."*
4. **Barriers** –All new development within or adjacent to the MHPA shall provide fencing or other City approved barriers along the MHPA boundaries to direct public access to appropriate locations, to reduce domestic animal predation, and to direct wildlife to appropriate corridor crossing. Permanent barriers may include, but are not limited to, fencing (6-foot black vinyl coated chain link or equivalent), walls, rocks/boulders, vegetated buffers, and signage for access, litter, and educational purposes.
5. **Lighting** – All building, site, and landscape lighting adjacent to the MHPA shall be directed away from the preserve using proper placement and adequate shielding to protect sensitive habitat. Where necessary, light from traffic or other incompatible uses, shall be shielded from the MHPA through the utilization of including, but not limited to, earth berms, fences, and/or plant material.
6. **Invasive Plants** – Plant species within 100 feet of the MHPA shall comply with the Landscape Regulations (LDC142.0400 and per table 142-04F, Revegetation and Irrigation Requirements) and be non invasive. Landscape plans shall include a note that states: *"The ongoing maintenance requirements of the property owner shall*



*prohibit the use of any planting that are invasive, per City Regulations, Standards, guidelines, etc., within 100 feet of the MHPA."*

7. **Brush Management** –All new development adjacent to the MHPA is set back from the MHPA to provide the required Brush Management Zone (BMZ) 1 area (LDC Sec. 142.0412) within the development area and outside of the MHPA. BMZ 2 may be located within the MHPA and the BMZ 2 management shall be the responsibility of a HOA or other private entity.
8. **Noise-** Due to the site's location adjacent to or within the MHPA, construction noise that exceeds the maximum levels allowed shall be avoided, during the breeding seasons for protected avian species such as: *California Gnatcatcher (3/1-8/15)*; *Least Bell's vireo (3/15-9/15)*; and *Southwestern Willow Flycatcher (5/1-8/30)*. If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall be incorporated. Upon project submittal EAS shall determine which of the following project specific avian protocol surveys shall be required.

#### COASTAL CALIFORNIA GNATCATCHER

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

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

BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION

ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

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

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

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

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

LEAST BELL'S VIREO (State Endangered/Federally Endangered)

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 15 AND SEPTEMBER 15, THE BREEDING SEASON OF THE LEAST BELL'S VIREO, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

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

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED LEAST BELL'S VIREO HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED LEAST BELL'S VIREO OR HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF ANY OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED

UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE LEAST BELL'S VIREO. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING\* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED

TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 16).

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

B. IF LEAST BELL'S VIREO ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 15 AND SEPTEMBER 15 AS FOLLOWS:

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

SOUTHWESTERN WILLOW FLYCATCHER (Federally Endangered)

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

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MAY 1 AND SEPTEMBER 1, THE BREEDING SEASON OF THE SOUTHWESTERN WILLOW FLYCATCHER, UNTIL

THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

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

BETWEEN MAY 1 AND SEPTEMBER 1, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MAY 1 AND SEPTEMBER 1, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN,

NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE SOUTHWESTERN WILLOW FLYCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING\* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 1).

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

B. IF SOUTHWESTERN WILLOW FLYCATCHER ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MAY 1 AND SEPTEMBER 1 AS FOLLOWS:

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

## II. Prior to Start of Construction

### A. Preconstruction Meeting

The Qualified Biologist/Owners Representative shall incorporate all MHPA construction related requirements, into the project's Biological Monitoring Exhibit (BME).

The Qualified Biologist/Owners Representative is responsible to arrange and perform a focused pre-con with all contractors, subcontractors, and all workers involved in grading or other construction activities that discusses the sensitive nature of the adjacent sensitive biological resources.

### III. During Construction

- A. The Qualified Biologist/Owners Representative, shall verify that all construction related activities taking place ~~within or~~ adjacent to the MHPA are consistent with the CDs, the MSCP/MHPA Land Use Adjacency Guidelines. The Qualified Biologist/Owners Representative shall monitor and ensure that:
1. **Land Development /Grading Boundaries** - The MHPA boundary and the limits of grading shall be clearly delineated by a survey crew prior to brushing, clearing, or grading. Limits shall be defined with orange construction fence and a siltation fence (can be combined) under the supervision of the Qualified Biologist/Owners Representative who shall provide a letter of verification to RE/MMC that all limits were marked as required. ~~Within or a~~ Adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
  2. **Drainage/Toxics** - No Direct drainage into the MHPA shall occur during or after construction and that filtration devices, swales and/or detention/desiltation basins that drain into the MHPA are functioning properly during construction, and that permanent maintenance after construction is addressed. These systems should be maintained approximately once a year, or as often a needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g. clay compounds) when necessary and appropriate.
  3. **Staging/storage, equipment maintenance, and trash** - Identify all areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities on the monitoring exhibits and verify that they are within the development footprint. Comply with the applicable notes on the plans
  4. **Barriers** - New development adjacent to the MHPA provides city approved barriers along the MHPA boundaries
  5. **Lighting** - Periodic night inspections are performed to verify that all lighting adjacent to the MHPA is directed away from preserve areas and appropriate placement and shielding is used.
  6. **Invasives** - No invasive plant species are used ~~in or~~ adjacent (within 100 feet) to the MHPA ~~and that within the MHPA, all plant species must be native.~~
  7. **Brush Management** - BMZ1 is within the development footprint and outside of the MHPA, and that maintenance responsibility for the BMZ 2 located within the MHPA is identified as the responsibility of an HOA or other private entity.
  8. **Noise** - For any area of the site that is adjacent to ~~or within~~ the MHPA, construction noise that exceeds the maximum levels allowed, shall be avoided, during the breeding seasons, for protected avian species such as: *California Gnatcatcher* (3/1-8/15); *Least Bell's vireo* (3/15-9/15); and *Southwestern Willow Flycatcher* (5/1-8/30). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall

be incorporated.

#### **IV. Post Construction**

##### **A. Preparation and Submittal of Monitoring Report**

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

##### **B. HISTORICAL RESOURCES (ARCHAEOLOGY)**

###### **Prior to Permit Issuance or Bid Opening/Bid Award**

###### **A. Entitlements Plan Check**

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

###### **B. Letters of Qualification have been submitted to ADD**

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

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

##### **A. Verification of Records Search**

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

##### **B. PI Shall Attend Precon Meetings**

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM)



and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.

- a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
  3. Identify Areas to be Monitored
    - b. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
    - c. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
    - d. MMC shall notify the PI that the AME has been approved.
  4. When Monitoring Will Occur
    - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
    - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
  5. Approval of AME and Construction Schedule  
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

### III. During Construction

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

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are

encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.

3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
  4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVSR). The CSVSR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
  2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
  4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
    - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
      - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
    - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

- (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
- (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523 A/B) shall identify the discovery as Potentially Significant.

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

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

1. Procedures for documentation, curation and reporting
  - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
  - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
  - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
  - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

**IV. Discovery of Human Remains**

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

**A. Notification**

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

**B. Isolate discovery site**

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can

be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.

2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

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

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
  - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
  - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
  - c. To protect these sites, the landowner shall do one or more of the following:
    - (1) Record the site with the NAHC;
    - (2) Record an open space or conservation easement; or
    - (3) Record a document with the County.
  - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

D. If Human Remains are **NOT** Native American

1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

## V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVr and submit to MMC via fax by 8AM of the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
    - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
    - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

## VI. Post Construction

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

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  4. MMC shall provide written verification to the PI of the approved report.
  5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
  2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
  2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
  3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
  2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

## C. PALEONTOLOGICAL RESOURCES

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

#### A. Entitlements Plan Check

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

#### B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the

- project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
  3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

## II. Prior to Start of Construction

### A. Verification of Records Search

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

### B. PI Shall Attend Precon Meetings

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

documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

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

### III. During Construction

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

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

#### B. Discovery Notification Process

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

#### C. Determination of Significance

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



- (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
- c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
- d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
  - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
  - (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

#### D. Discovery Process for Significant Resources - Pipeline Trenching Projects

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

1. Procedures for documentation, curation and reporting
  - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
  - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
  - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
  - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

#### IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
  1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVr and submit to MMC via the RE via fax by 8AM on the next business day.

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

## V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
  - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
    - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
    - b. Recording Sites with the San Diego Natural History Museum
      - The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
  - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  - 4. MMC shall provide written verification to the PI of the approved report.
  - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
  - 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
  - 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
  - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.

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

D. Final Monitoring Report(s)

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

**D. HISTORICAL RESOURCES (BUILT ENVIRONMENT)**

When a future project requires implementation of this mitigation measure, the following paragraph shall be included in the subsequent environmental document and applicable Historic District name, boundary and district guidelines, if applicable shall be inserted as noted below in [brackets]:

The project is located within the [[insert District name]] Historic District, bounded by [[enter District boundary]] All work within the District boundary must be consistent with the City's Historical Resources Regulations, the U.S. Secretary of the Interior's Standards and the [[enter district guidelines if applicable]] District Design Guidelines. The following mitigation measures are required within the District boundary and shall ensure consistency with these regulations, Standards and guidelines.

- A. Prior to beginning any work at the site, a Pre Construction meeting that includes Historic Resources and MMC staff shall be held at the project site to review these mitigation measures and requirements within the District boundary.
- B. A Historic Sidewalk Stamp Inventory prepared by a qualified historic consultant or archaeologist and approved by HRB staff is required prior to the Pre-Construction (Pre-Con) meeting. The Inventory shall include photo documentation of all existing stamps within the project area keyed to a project site plan.
- C. Existing sidewalk stamps shall be preserved in place. Where existing sidewalk stamps must be impacted to accommodate right-of-way improvements, the following actions are required:
  1. A mold of the sidewalk stamp will be made to allow reconstruction of the stamp if destroyed during relocation.
  2. The sidewalk stamp shall be saw-cut to preserve the stamp in its entirety; relocated as near as possible to the original location; and set in the same orientation.
  3. If the sidewalk stamp is destroyed during relocation, a new sidewalk stamp shall be made from the mold taken and relocated as near as possible to the original location and set in the same orientation.
- D. No new sidewalk stamps shall be added by any contractor working on the project.
- E. Existing historic sidewalk, parkway and street widths shall be maintained. Any work that requires alteration of these widths shall be approved by Historic Resources staff.
- F. Existing historic curb heights and appearance shall be maintained. Any work that requires alteration of the existing height or appearance shall be approved by Historic Resources staff.

- G. Sections of sidewalk which may be impacted by the project shall be replaced in-kind to match the historic color, texture and scoring pattern of the original sidewalks. If the original color, scoring pattern or texture is not present at the location of the impact, the historically appropriate color, texture and scoring pattern found throughout the district shall be used.
- H. Truncated domes used at corner curb ramps shall be dark gray in color.
- I. Existing historic lighting, such as acorn lighting shall remain. New lighting shall be consistent with existing lighting fixtures, or fixtures specified in any applicable District Design Guidelines.
- J. Existing mature street trees shall remain. New street trees shall be consistent with the prevalent mature species in the District and/or species specified in any applicable District Design Guidelines.
- K. Any walls located within the right-of-way or on private property are considered historic and may not be impacted without prior review and approval by Historic Resources staff.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

United States Government

- Fish and Wildlife Service (23)
- MCAS Miramar (13)
- Naval Facilities Engineering Command Southwest (8)

State of California

- Department of Fish and Game (32A)
- State Clearing House (46)
- Resources Agency (43)
- Native American Heritage Commission (56)
- State Historic Preservation Officer (41)
- Regional Water Quality Control Board (44)
- Water Resources (45)
- Water Resources Control Board (55)
- Coastal Commission (48)
- Caltrans District 11 (31)

County of San Diego

- Department of Environmental Health (75)
- Planning and Land Use (68)
- Water Authority (73)

City of San Diego

- Office of the Mayor (91)
- Council President Young, District 4 (MS 10A)
- Councilmember Lightner, District 1 (MS 10A)
- Councilmember Faulconer, District 2 (MS 10A)
- Councilmember Gloria, District 3 (MS 10A)
- Councilmember DeMaio, District 5 (MS 10A)

Councilmember Zapf, District 6 (MS 10A)  
Councilmember Emerald, District 7 (MS 10A)  
Councilmember Alvarez, District 8 (MS 10A)  
Historical Resource Board (87)  
City Attorney (MS 56A)  
    Shannon Thomas (MS 93C)  
Engineering and Capital Projects  
    Marc Cass (MS 908A)  
    Allison Sherwood (MS 908A)  
    Matthew DeBeliso (MS 908A)  
    Akram Bassyouni (MS 908A)  
    Michael Ninh (MS 908A)  
    Roman Anissi (MS 908A)  
    Daniel Tittle (MS 908A)  
Development Services Department  
    Myra Herrmann (MS 501)  
    Kristen Forburger (MS 401)  
    Jeanne Krosch (MS 401)  
    Kelley Stanco (MS 501)  
Library Dept.-Gov. Documents MS 17 (81)  
    Balboa Branch Library (81B)  
    Beckwourth Branch Library (81C)  
    Benjamin Branch Library (81D)  
    Carmel Mountain Ranch Branch (81E)  
    Carmel Valley Branch Library (81F)  
    City Heights/Weingart Branch Library (81G)  
    Clairemont Branch Library (81H)  
    College-Rolando Branch Library (81I)  
    Kensington-Normal Heights Branch Library (81K)  
    La Jolla/Riford branch Library (81L)  
    Linda Vista Branch Library (81M)  
    Logan Heights Branch Library (81N)  
    Malcolm X Library & Performing Arts Center (81O)  
    Mira Mesa Branch Library (81P)  
    Mission Hills Branch Library (81Q)  
    Mission Valley Branch Library (81R)  
    North Clairemont Branch Library (81S)  
    North Park Branch Library (81T)  
    Oak Park Branch Library (81U)  
    Ocean Beach Branch Library (81V)  
    Otay Mesa-Nestor Branch Library (81W)  
    Pacific Beach/Taylor Branch Library (81X)  
    Paradise Hills Branch Library (81Y)  
    Point Loma/Hervey Branch Library (81Z)  
    Rancho Bernardo Branch Library (81AA)  
    Rancho Peñasquitos Branch Library (81BB)  
    San Carlos Branch Library (81DD)  
    San Ysidro Branch Library (81EE)  
    Scripps Miramar Branch Library (81FF)

Serra Mesa Branch Library (81GG)  
 Skyline Hills Branch Library (81HH)  
 Tierrasanta Branch Library (81II)  
 University Community Branch Library (81JJ)  
 University Heights Branch Library (81KK)  
 Malcolm A. Love Library (457)

**Other Interested Individuals or Groups**

Community Planning Groups

Community Planners Committee (194)  
 Balboa Park Committee (226 + 226A)  
 Black Mountain Ranch – Subarea I (226C)  
 Otay Mesa - Nestor Planning Committee (228)  
 Otay Mesa Planning Committee (235)  
 Clairemont Mesa Planning Committee (248)  
 Greater Golden Hill Planning Committee (259)  
 Serra Mesa Planning Group (263A)  
 Kearny Mesa Community Planning Group (265)  
 Linda Vista Community Planning Committee (267)  
 La Jolla Community Planning Association (275)  
 City Heights Area Planning Committee (287)  
 Kensington-Talmadge Planning Committee (290)  
 Normal Heights Community Planning Committee (291)  
 Eastern Area Planning Committee (302)  
 North Bay Community Planning Group (307)  
 Mira Mesa Community Planning Group (310)  
 Mission Beach Precise Planning Board (325)  
 Mission Valley Unified Planning Organization (331)  
 Navajo Community Planners Inc. (336)  
 Carmel Valley Community Planning Board (350)  
 Del Mar Mesa Community Planning Board (361)  
 Greater North Park Planning Committee (363)  
 Ocean Beach Planning Board (367)  
 Old Town Community Planning Committee (368)  
 Pacific Beach Community Planning Committee (375)  
 Pacific Highlands Ranch – Subarea III (377A)  
 Rancho Peñasquitos Planning Board (380)  
 Peninsula Community Planning Board (390)  
 Rancho Bernardo Community Planning Board (400)  
 Sabre Springs Community Planning Group (406B)  
 Sabre Springs Community Planning Group (407)  
 San Pasqual - Lake Hodges Planning Group (426)  
 San Ysidro Planning and Development Group (433)  
 Scripps Ranch Community Planning Group (437)  
 Miramar Ranch North Planning Committee (439)  
 Skyline - Paradise Hills Planning Committee (443)  
 Torrey Hills Community Planning Board (444A)  
 Southeastern San Diego Planning Committee (449)

Encanto Neighborhoods Community Planning Group (449A)

College Area Community Council (456)  
Tierrasanta Community Council (462)  
Torrey Highlands – Subarea IV (467)  
Torrey Pines Community Planning Group (469)  
University City Community Planning Group (480)  
Uptown Planners (498)

Town/Community Councils - PUBLIC NOTICE ONLY

Town Council Presidents Association (197)  
Harborview Community Council (246)  
Carmel Mountain Ranch Community Council (344)  
Clairemont Town Council (257)  
Serra Mesa Community Council (264)  
Rolando Community Council (288)  
Oak Park Community Council (298)  
Webster Community Council (301)  
Darnell Community Council (306)  
La Jolla Town Council (273)  
Mission Beach Town Council (326)  
Mission Valley Community Council (328 C)  
San Carlos Area Council (338)  
Ocean Beach Town Council, Inc. (367 A)  
Pacific Beach Town Council (374)  
Rancho Penasquitos Community Council (378)  
Rancho Bernardo Community Council, Inc. (398)  
Rancho Penasquitos Town Council (383)  
United Border Community Town Council (434)  
San Dieguito Planning Group (412)  
Murphy Canyon Community Council (463)

**Other Interested Individuals or Groups**

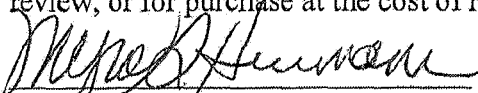
San Diego Unified Port District (109)  
San Diego County Regional Airport Authority (110)  
San Diego transit Corporation (112)  
San Diego Gas & Electric (114)  
Metropolitan Transit Systems (115)  
San Diego Unified School District (125/132)  
San Ysidro Unified School District (127)  
San Diego Community College District (133)  
The Beach and Bay Beacon News (137)  
Sierra Club (165)  
San Diego Canyonlands (165A)  
San Diego Natural History Museum (166)  
San Diego Audubon Society (167)  
Jim Peugh (167A)  
California Native Plant Society (170)  
San Diego Coastkeeper (173)  
Endangered Habitat League (182 and 182A)  
South Coastal Information Center @ San Diego State University (210)

San Diego Historical Society (211)  
Carmen Lucas (206)  
Clint Linton (215b)  
San Diego Archaeological Center (212)  
Save Our Heritage Organization (214)  
Ron Christman (215)  
Louie Guassac (215A)  
San Diego County Archaeological Society (218)  
Kumeyaay Cultural Heritage Preservation (223)  
Kumeyaay Cultural Repatriation Committee (225)  
Native American Distribution (NOTICE ONLY 225A-T)  
San Diego Historical Society (211)  
Theresa Acerro (230)  
Unified Port of San Diego (240)  
Centre City Development Corporation (242)  
Centre City Advisory Committee (243)  
Balboa Avenue CAC (246)  
Theresa Quiros (294)  
Fairmount Park Neighborhood Association (303)  
John Stump (304)  
San Diego Baykeeper (319)  
Debbie Knight (320)  
Mission Hills Heritage (497)

VII. RESULTS OF PUBLIC REVIEW:

- ( ) No comments were received during the public input period.
- ( ) Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (x) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Entitlements Division for review, or for purchase at the cost of reproduction.

  
Myra Herrmann, Senior Planner  
Development Services Department

September 14, 2011  
Date of Draft Report

October 24, 2011  
Date of Final Report

Analysts: J. Szymanski/M. Herrmann



**Attachments:**

Figure 1 - Harbor Drive Pipeline Location Map

Figure 2 - Water Group 949 Site 1 Location Map

Figure 3- Water Group 949 Site 2 Location Map

Figure 4- Water Group 949 Site 3 Location Map

Figure 5- Sewer Group 787 Location Map

Figure 6- Water Group 914 Location Map

Figure 7- Sewer and Water Group 732 Location Map

Figure 8- Water Group 949-Site 2 with the MHPA

Initial Study Checklist

OTAY 2<sup>ND</sup> PIPELINE PHASE 2 PROJECT  
ADDENDUM TO MITIGATED NEGATIVE DECLARATION NO. 255100  
(Project No. 503266)  
AND  
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON OCTOBER 26, 2016

WHEREAS, on July 28, 2016, The City of San Diego Public Works Department submitted an application to the Development Services Department for a Public Project Assessment for the Otay 2<sup>nd</sup> Pipeline Phase 2 project (Project), for approval of minor technical changes or additions to the Citywide Pipeline Projects scope that was analyzed by adopted Mitigated Negative Declaration No. 255100; and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the City Manager of the City of San Diego on October 26, 2016; and

WHEREAS, on October 26, 2016, the Deputy Director of the Development Services considered the issues discussed in Addendum to Mitigated Negative Declaration No. 255100 (Declaration), a copy of which is on file in the Development Services Department, in accordance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.); and

WHEREAS, State CEQA Guidelines section 15164(a) allows a lead agency to prepare an Addendum to a final Mitigated Negative Declaration if such Addendum meets the requirements of CEQA; NOW, THEREFORE,

BE IT RESOLVED, by the Deputy Director of the Development Services Department of the City of San Diego as follows:

1. That the information contained in the final Mitigated Negative Declaration No. 255100 along with the Addendum thereto, including any comments received during the public review process, has been reviewed and considered by this Deputy Director of the Development Services Department prior to making a decision on the Project.
2. That there are no substantial changes proposed to the Project and no substantial changes with respect to the circumstances under which the Project is to be undertaken that would require major revisions in the Mitigated Negative Declaration for the Project.
3. That no new information of substantial importance has become available showing that the Project would have any significant effects not discussed previously in Mitigated Negative Declaration or that any significant effects previously examined will be substantially more severe than shown in the Mitigated Negative Declaration.

4. That no new information of substantial importance has become available showing that mitigation measures or alternatives previously found not to be feasible are in fact feasible which would substantially reduce any significant effects, but that the Project proponents decline to adopt, or that there are any considerably different mitigation measures or alternatives not previously considered which would substantially reduce any significant effects, but that the Project proponents decline to adopt.
5. That pursuant to State CEQA Guidelines Section 15164, only minor technical changes or additions are necessary, and therefore, the Deputy Director of the Development Services Department adopts Addendum to Mitigated Negative Declaration No. 255100 with respect to the Project, a copy of which is on file in the office of the Development Services Department.
6. That pursuant to CEQA Section 21081.6, the Deputy Director of the Development Services Department adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the project as required by this Deputy Director of the Development Services Department in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.
7. That DEVELOPMENT SERVICES STAFF is directed to file a Notice of Determination with the Clerk of the Board of Supervisors for the County of San Diego regarding the Project.

APPROVED: Kerry Santoro, Deputy Director, Development Services Department.

By:



Date: October 26, 2016

ATTACHMENT: EXHIBIT A – MITIGATION MONITORING AND REPORTING PROGRAM

## EXHIBIT A

### MITIGATION MONITORING AND REPORTING PROGRAM OTAY 2<sup>ND</sup> PIPELINE PHASE 2 PROJECT PROJECT NO. 503266

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Entitlements Division, 1222 First Avenue, Fifth Floor, San Diego, CA, 92101.

#### **Land Use/MHPA Adjacency**

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:
  1. Grading/Land Development/MHPA Boundaries - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
  2. Drainage - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/ desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
  3. Toxics/Project Staging Areas/Equipment Storage - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed

outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: "All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."

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

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

COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

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

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

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

I. BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

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

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

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

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
  - I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
  - II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

**II. Prior to Start of Construction**

A. Preconstruction Meeting

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

**III. During Construction.**

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

- 1. Grading/Land Development/MHPA Boundaries - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.

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



**IV. Post Construction**

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

The above mitigation monitoring and reporting program will require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates of occupancy and/or final maps to ensure the successful completion of the monitoring program.

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

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 Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) 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			

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## APPENDIX C

### MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE



## Materials Typically Accepted by Certificate of Compliance

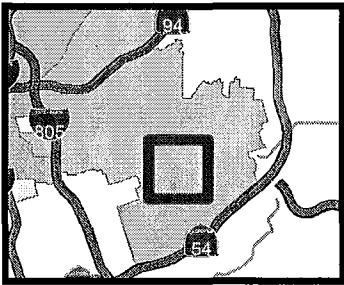
1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement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

**APPENDIX D**  
**SAMPLE CITY INVOICE**



**APPENDIX E**  
**LOCATION MAP**

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The City of **SAN DIEGO** Public Works

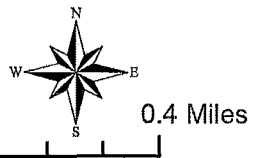
**OTAY 2ND PL PH 2 and AC WOODMAN ST. PL REPL**

SENIOR ENGINEER SHELIA BOSE (619) 533-4698	PROJECT MANAGER CASEY CROWN (619) 533-5485	PROJECT ENGINEER JAMES PIEL (619) 533-6656	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: <a href="mailto:engineering@sandiego.gov">engineering@sandiego.gov</a>
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**Legend**

- Proposed 48 CMLCS
- Exist 48 CMLCS to be Abandoned
- Exist 12 AC to be Replaced
- Paradise Mesa 1 WPS








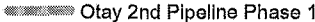

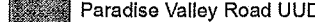





**APPENDIX F**  
**ADJACENT PROJECTS**

The City of **SAN DIEGO** Public Works

**OTAY 2ND PL PH 2 and AC WOODMAN ST. PL REPL  
COORDINATION and CONSTRAINTS MAP**



**Legend**

-  Proposed 48 CMLCS
-  Exist 12 AC to be Replaced
-  Exist 48 CMLCS to be Abandoned
-  Paradise Mesa 1 WPS
-  Paradise Valley Rd UUD (Potomac St - Park)
-  Otay 2nd Pipeline Phase 1
-  Water Group Job 949
-  Paradise Valley Road UUD
-  GS Streets - Overlay
-  GS Streets - Slurry
-  MHPA
-  Stops
-  Schools



No Scale



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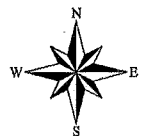
The City of  
**SAN DIEGO** Public Works  
**OTAY 2ND PL PH 2 and AC WOODMAN ST. PL REPL  
 COORDINATION and CONSTRAINTS MAP**



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**Legend**

- |  |                           |         |
|--|---------------------------|---------|
| Proposed 48 CMLCS                          | Otay 2nd Pipeline Phase 1 | MHPA    |
| Exist 12 AC to be Replaced                 | Water Group Job 949       | Stops   |
| Exist 48 CMLCS to be Abandoned             | Paradise Valley Road UUD  | Schools |
| Paradise Mesa 1 WPS                        | GS Streets - Overlay      |         |
| Paradise Valley Rd UUD (Potomac St - Park) | GS Streets - Slurry       |         |



No Scale

COMMUNITY NAME: Skyline-Paradise Hills, COUNCIL DISTRICT: 4

Date: December 2, 2016 Encanto

MACC Request for Proposal (Rev. Dec. 2016) - Appendix F - Adjacent Projects



SAP ID: B15046 (W)  
 B15081 (W)



**APPENDIX G**  
**HYDROSTATIC DISCHARGE FORM**

## APPENDIX

### Hydrostatic Discharge Requirements Certification (Discharge Events < 500,000 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. 2002-0020, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by ([http://www.swrcb.ca.gov/rwqcb9/board\\_decisions/adopted\\_orders/2002/2002\\_0020.shtml](http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml)), and as follows:

Discharged water has been dechlorinated to below 0.1 (mg/l) level; and effluent has been maintained between 6 and 9 (PH) based on:							<i>is discharge within acceptable limits?</i>		<i>Comment</i>
Event #	Discharge Date & Amount (GAL)	Discharge Time	Meter Readings (at source)	Test Results (Chlorine / PH)	Name of Personnel Conducting Tests (print)	*signature of personnel	yes	no	
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
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	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						

*\*By signing, I certify that all of the statements and conditions for hydrostatic discharge events are correct.*

**Project Name:** \_\_\_\_\_ **Work Order No.(s):** \_\_\_\_\_

Have any thresholds have been exceeded? Per Order No. 2002-0020, would this be a reportable discharge and must be reported within 24 hours of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

**APPENDIX H**  
**HAZARDOUS LABEL/FORMS**

# HAZARDOUS WASTE

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

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

CONTENTS, COMPOSITION \_\_\_\_\_  
PROPER DOT SHIPPING NAME \_\_\_\_\_  
TECHNICAL NAME (S) \_\_\_\_\_  
UN/NA NO. WITH PREFIX \_\_\_\_\_

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

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## 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.

<sup>1</sup> 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 <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

## EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -					
B	INCIDENT DATE	MO	DAY	YR	TIME OES NOTIFIED	(use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION			CITY / COMMUNITY	COUNTY	ZIP	
D	CHEMICAL OR TRADE NAME (print or type)				CAS Number		
E	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>				CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>		
F	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS		PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS		QUANTITY RELEASED		
G	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER			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)						
J	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____ <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____ <input type="checkbox"/> NOT KNOWN (explain) _____						
K	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS						
L	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)						
M	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 I**  
**SAMPLE ARCHAEOLOGY INVOICE**

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

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

Project Name: Insert Project Name

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

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

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

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

Summary of charges:

Table with 7 columns: Description of Services, Name, Start Date, End Date, Total Hours, Hourly Rate, Amount. Rows include Field Archaeologist (Joe Smith), Laboratory Assistant (Jane Doe), and Subtotal (\$3,420).

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

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

Summary of charges:

Table with 8 columns: Description of Services, Where work occurred (onsite vs offsite/lab), Name, Start Date, End Date, Total Hours, Hourly Rate, Amount. Rows include Field Archaeologist (Joe Smith), Laboratory Assistant (Jane Doe), and Subtotal (\$3,420).

Total this invoice: \$ \_\_\_\_\_

Total invoiced to date: \$ \_\_\_\_\_ Note 1:

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

Note 2:

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

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

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

**APPENDIX J**  
**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](mailto:engineering@sandiego.gov) | [sandiego.gov/CIP](http://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.

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619-533-4207 | [engineering@sandiego.gov](mailto:engineering@sandiego.gov) | [sandiego.gov/CIP](http://sandiego.gov/CIP)

**APPENDIX K**  
**ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

## Protecting AMI Devices in Meter Boxes and on Street Lights

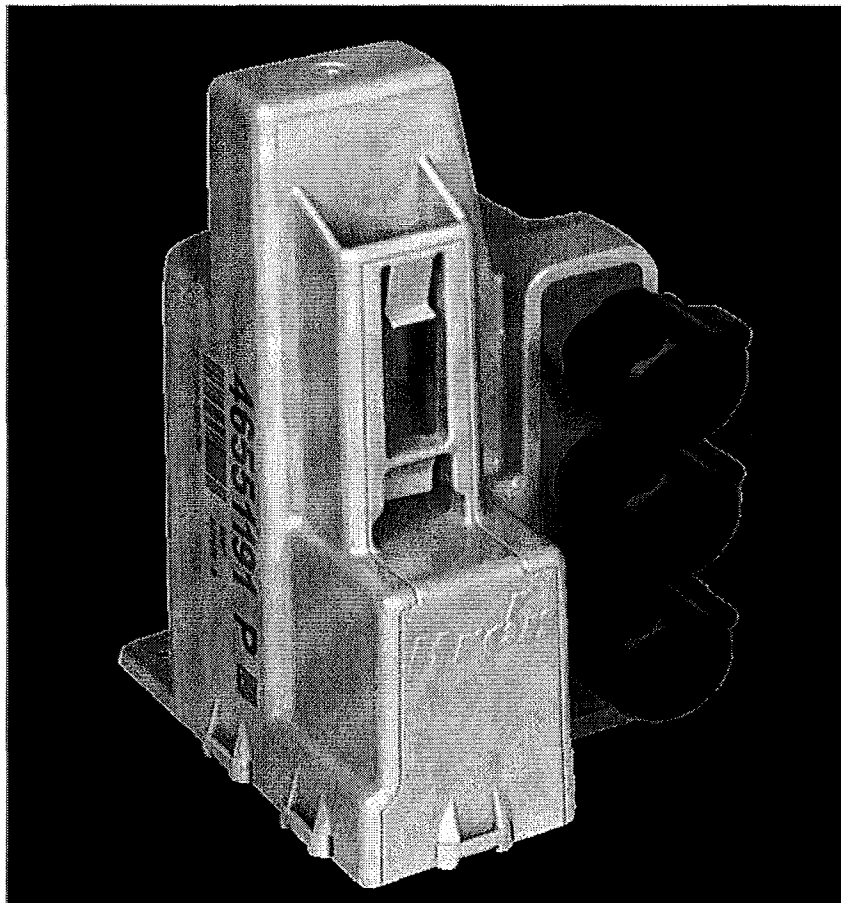
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **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:

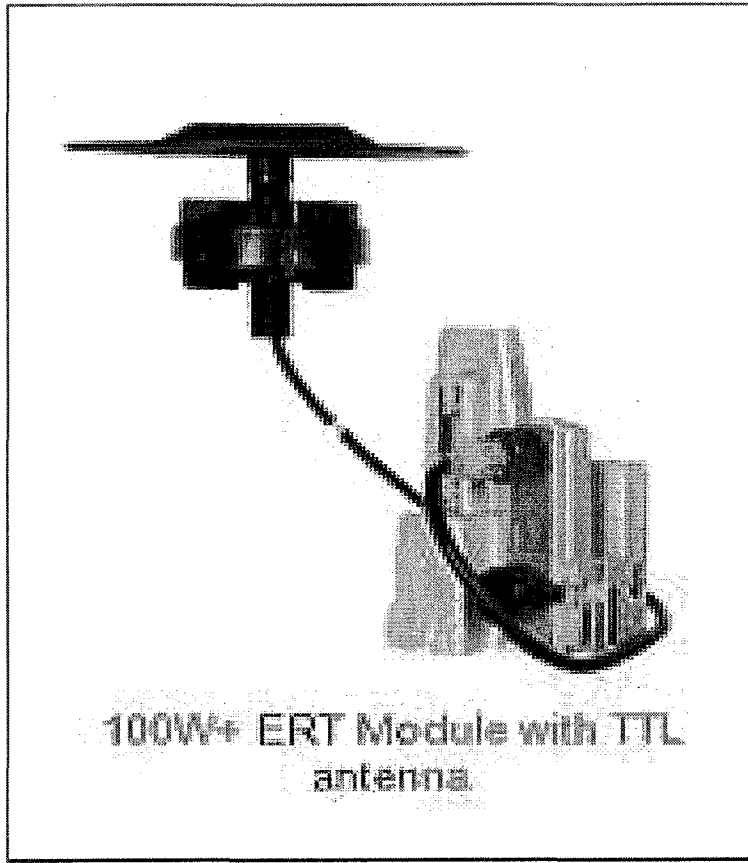
- A. Endpoints, see Photo 1:

**Photo 1**



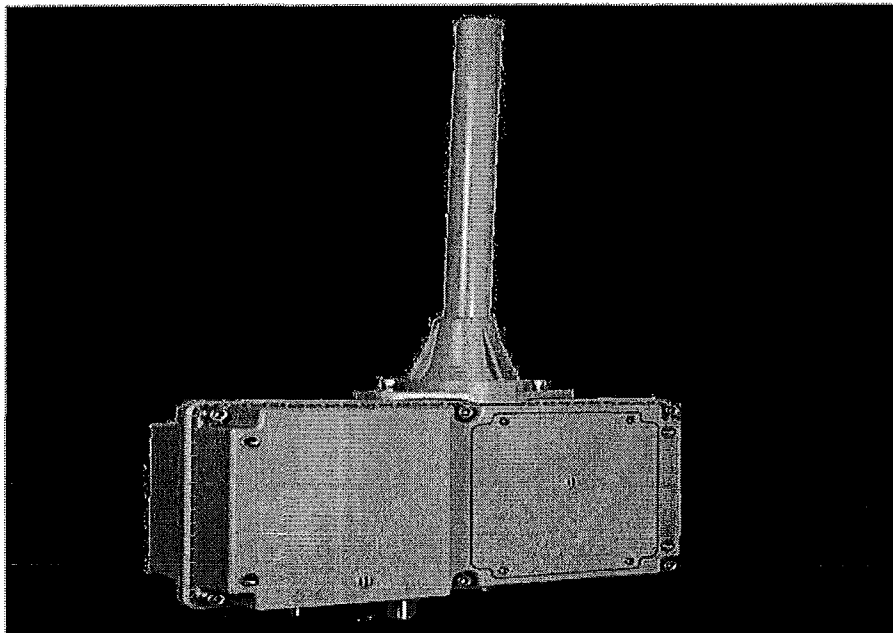
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

**Photo 2**



Network Devices, see Photo 3:

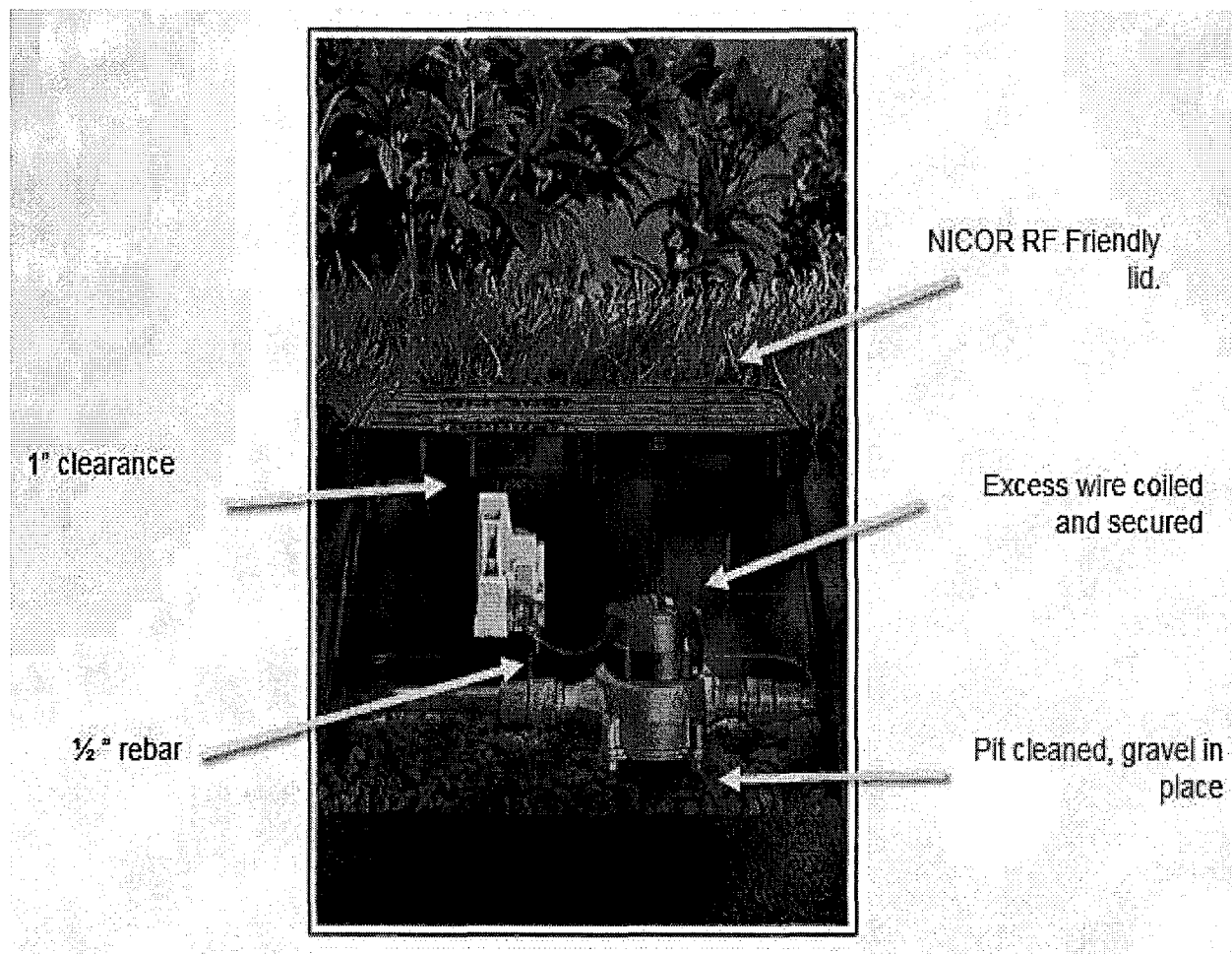
**Photo 3**





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**

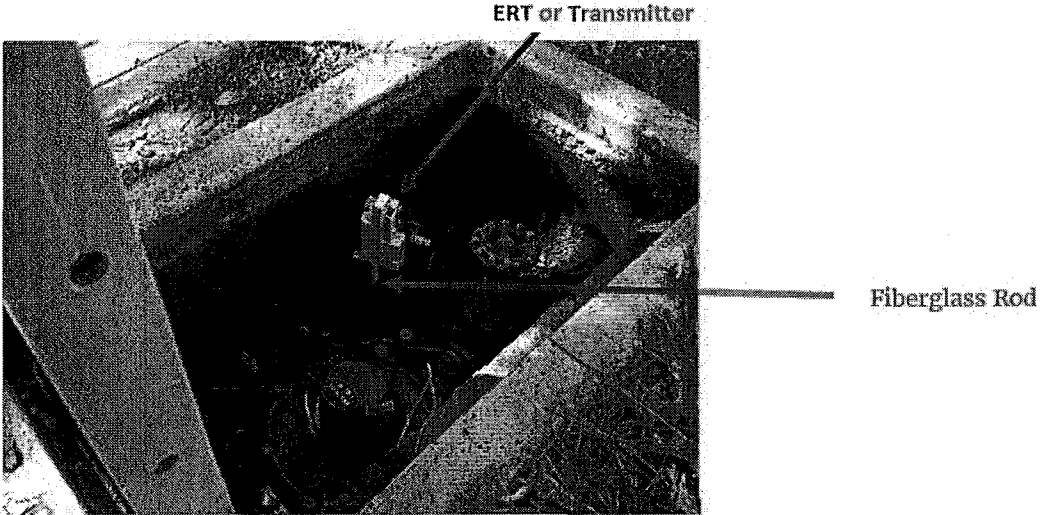
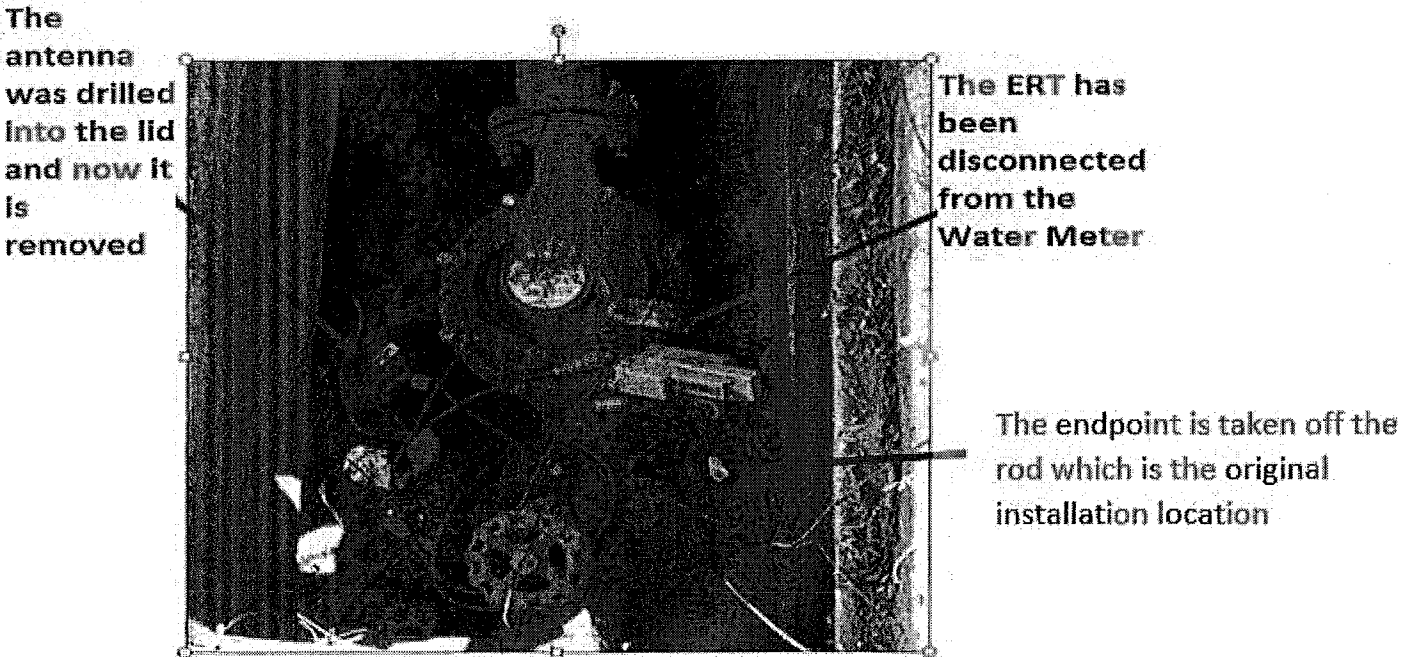


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



**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:

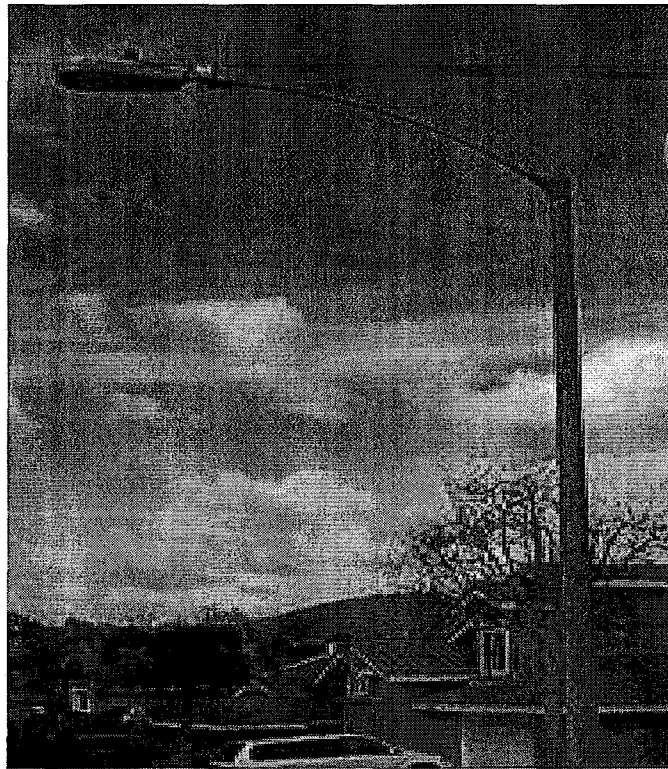
**Photo 7**



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**  
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**ATTACHMENT G**  
**EVALUATION AND SELECTION**

## ATTACHMENT G

### EVALUATION AND SELECTION

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. Summary of Proposal (5 Points Max)**

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

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

- 4.1.** Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
  - 4.1.1.** Civil
  - 4.1.2.** Environmental
  - 4.1.3.** Geotechnical
  - 4.1.4.** Corrosion

**5. Technical Approach and Design Concept (30 Points Max)**

- 5.1.** Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.
  
- 5.2.** The following elements shall be included in the Technical Proposal:
  - 5.2.1.** Pipeline alignment, sizes and locations of appurtenances.
  - 5.2.2.** Traffic Control Approach - The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
  - 5.2.3.** 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.
  - 5.2.4.** Paving Restoration.
  - 5.2.5.** Water highlining plan for each site.
  - 5.2.6.** Plan for scheduling around the shutdown moratorium of 16" and larger pipes.
  - 5.2.7.** Curb Ramp Design and Installation plan pursuant to the ADA Preliminary Engineering report (part of the bridging documents) and highlight any Modification, if any.
  - 5.2.8.** Phasing and Coordination with Adjacent Projects.
  - 5.2.9.** Storm Water Pollution Control Best Management Practices.
  - 5.2.10.** Subsurface Investigation and Geotechnical Work.
  - 5.2.11.** Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design) and proposed durations.



**5.2.12.** Pipe Abandonment in areas of environmental concern.

**6. Construction Plan (30 Points Max)**

- 6.1.** Describe the proposed construction plan for this Project, including the following, at a minimum:
- 6.1.1.** Construction approach and methods
  - 6.1.2.** Plan for operation of facility during construction
  - 6.1.3.** Plan for phasing of construction activities
  - 6.1.4.** General plan for functional testing and start-up.
  - 6.1.5.** Proposed safety program
  - 6.1.6.** Proposed emergency response plan
  - 6.1.7.** Water highlining plan for each site
  - 6.1.8.** Construction plan for shutdown moratorium of 16" and larger pipes.
  - 6.1.9.** Proposed construction schedule
  - 6.1.10.** Traffic Control Management
  - 6.1.11.** Community Impact
- 6.2.** Project Coordination - The Proposer shall identify the following:
- 6.2.1.** The processes and procedures it will use to ensure that all Work is properly coordinated.
  - 6.2.2.** The design and construction coordination requirements with governmental entities and agencies, utilities, Underground Service Alert, City forces, and all other persons or entities involved in infrastructure improvements or otherwise affected by Project design and construction requirements.
  - 6.2.3.** The design coordination system between drawings and specifications and disciplines.
  - 6.2.4.** The system for tracking questions and responses.

**6.2.5.** The system for coordinating work among subcontractors and equipment manufacturers.

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

**6.4.** 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 Proposers' understanding of the design and technical issues involved in the Project, including those related to design review, value engineering, proposals, general contracting, schedule, site mobilization, constructability, construction sequencing, quality control, code compliance, and cost containment.

**6.5.** Describe any cost saving measures, not included in your proposal that the City of San Diego Team should consider, and that the Proposer is willing to implement. For each recommendation, include the percentage of your price proposal or time that would be saved.

## **7. Equal Employment and Contracting Opportunity (25 Points Max)**

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

**7.2.** Subcontractor Documentation

**7.2.1.** The Proposer shall, at a minimum, provide with its Price Proposal a listing of at least 3 of the largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal using form AA05 and AA25. **Note:** Subcontractors include design professionals, as well.

**7.2.2.** Work which requires Subcontractors that are not listed by Proposer at time of Award shall be let by Proposer in accordance with a competitive bidding process performed solely at Proposer's expense. Proposer shall provide

public notice of the availability of the Work to be subcontracted, obtain competitive bids, and provide a fixed date and time on which the subcontracted work will be awarded. Subcontractors bidding on subcontracts pursuant to this provision shall be afforded the protection of all applicable laws, including Public Contract Code sections 4100 through 4114, inclusive.

- 7.2.3.** The Proposer may select Subcontractors and Suppliers in one of 3 competitive ways i.e., lowest responsible bidder, best value for price and qualifications, or highest qualifications. Prior to construction NTP, the Proposer shall do the following:
  - 7.2.3.1.** Submit the selection method used to the City in accordance with 2-5.3, "Submittals."
  - 7.2.3.2.** Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City's pre-qualification standards.
  - 7.2.3.3.** Review the Subcontractors and Suppliers ultimately chosen to verify that that they have not been debarred and are in good standing as a licensed contractor in California.
- 7.2.4.** Open all Subcontract bids and provide to the City one copy without reservation or redaction. All records relevant to the award and performance of Subcontractors and Suppliers shall be public and provided to the City upon request and without redaction. The City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the Proposer.
- 7.2.5.** The Proposer may use its corporate-generated subcontractor agreement to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in Subcontracts by this Contract.
- 7.2.6.** The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

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

**8. Community Impact (5 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.** 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?
- 8.3.** Residents and Visitors – how will traffic and bus stops be impacted? How will you minimize the impacts?
- 8.4.** 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 and the interviews will serve as the divisor of the Price Proposal and determine the weighted price.
- 10.2.** Following review of the Technical Proposals and the Presentations/interviews, the resulting qualitative evaluation scores will be totaled, averaged and converted to a decimal. The Proposal price will then be divided by the scores from the Technical Proposals. This becomes the Adjusted Low Proposal. The lowest adjusted proposal will be recommended for contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.
- 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**

**PRICE PROPOSAL FORMS**

The Design-Builder agrees to the design and construction of **Otay 2<sup>nd</sup> Pipeline Phase 2 and AC Woodman St. Pipeline Replacement**, 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
<b>BASE PROPOSAL</b>							
1		Bonds (Payment and Performance)	1		LS	<del>                    </del>	\$ 79,500.00
2		Engineering and Design Services	1	D	LS	<del>                    </del>	\$ 620,674.00
3		Construction	1		LS	<del>                    </del>	\$12,190,000.00
4		City Contingency (EOC Type II)	1		AL	<del>                    </del>	\$750,000.00
5		WPCP Development	1	D	LS	<del>                    </del>	\$ 1,500.00
6		WPCP Implementation	1		LS	<del>                    </del>	\$ 55,000.00
<b>TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 6 INCLUSIVE): \$</b>							<b>\$13,696,674.00</b>

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

Total Price For Design-Build Proposal, (items 1 through 6 inclusive) amount written in words:

Thirteen million six hundred ninety six thousand six hundred seventy four dollars and zero cents

Design-Builder: Cass Construction, Inc.

Title: Wes Wise, President

Signature: 

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

Wes Wise : President

Kyle Nelson: Vice President

Grace Wise: Secretary

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 or for the Base Proposal plus one or more alternates.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Sapphire Electrical, Inc.</u> Address: <u>540 S. Andreson Drive, Ste. G</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-796-4001</u> Email: <u>tyork@sapphireelectric.com</u>	Constructor	809701	Electrical & Instrumentation	\$242,000.00	ELBE	City of SD	
Name: <u>Payco Specialties</u> Address: <u>120 N. Second Avenue</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-422-9204</u> Email: <u>bill@payco.biz</u>	Constructor	298637	Striping	\$43,424.00	SLBE	City of SD	

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>Ⓞ</sup>	WHERE CERTIFIED <sup>Ⓞ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>RAP Engineering, Inc.</u> Address: <u>503 E. Mission Road</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92069</u> Phone: <u>760-233-2980</u> Email: <u>sbrown@rapenginc.com</u>	Constructor	880956	AC Overlay	\$842,520.00	ELBE	City of SD	
Name: <u>Miramar General, Inc.</u> Address: <u>8400 Miramar Road, Ste. 222A</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92126</u> Phone: <u>858-251-4300</u> Email: <u>alex@miramargeneral.com</u>	Constructor	1009541	Concrete & Ped. Ramps	\$121,600.00	ELBE	City of SD	

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Red Tail Monitoring &amp; Research, Inc.</u> Address: <u>P.O. Box 507</u> City: <u>Santa Ysabel</u> State: <u>CA</u> Zip: <u>92070</u> Phone: <u>760-803-5694</u> Email: <u>cjlinton73@aol.com</u>	Constructor	N/A	Archaeo & NAM Monitor	\$33,648.00	SLBE	City of SD	
Name: <u>Piperin Corporatin</u> Address: <u>1185 Park Center Drive, Ste. S</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>760-305-7248</u> Email: <u>craig@piperin.com</u>	Constructor	N/A	Underground & Wet Utilities	\$1,422,055.00	SLBE	City of SD	

ⓐ 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
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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Southwest Traffic Signal Service Address: 397 Raleigh Avenue City: El Cajon State: CA Zip: 92020 Phone: 619-442-3343 Email: dlebeau@southwestsignal.com	Constructor	451115	Loops & PPB	\$28,790.00	SLBE/ELBE	City of SD	
Name: CityWorks Address: 110 West Ash Street #60 City: San Diego State: CA Zip: 92101 Phone: 619-238-9091 Email: catherine.smith@cityworks.biz	Constructor	B2014037671	Public Outreach	\$45,005.00	SLBE	City of SD	

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

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

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

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

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Name: <u>G. Scott Asphalt, Inc.</u> Address: <u>358 Trousdale Drive</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-420-1854</u> Email: <u>sheryl@asphaltrepairs.com</u>	Constructor	751836	Slurry Seal	\$50,861.00	DVBE	State of CA	
Name: <u>Geo-Cell Solutions, Inc.</u> Address: <u>2668 N. Fordham Avenue</u> City: <u>Fresno</u> State: <u>CA</u> Zip: <u>93727</u> Phone: <u>559-294-1551</u> Email: <u>doug_farmer@sbcglobal.net</u>	Constructor	938053	Pipe Grouting	\$94,880.00	DVBE	State of CA	

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

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

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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>Bravo Construction Supply</u> Address: <u>777 Gable Way</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>619-322-6814</u> Email: <u>john@bravoinc-ca.com</u>	Constructor	N/A	Rentals	\$50,167.00	DVBE	State of CA	
Name: <u>Dean's Certified Welding</u> Address: <u>27645 Commerce Center Drive</u> City: <u>Temecula</u> State: <u>CA</u> Zip: <u>92590</u> Phone: <u>951-676-0242</u> Email: <u>zak@deanswelding.com</u>	Constructor	618842	Welding	\$91,350.00			

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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Name: McGrath Consulting Address: PO Box 2488 City: El Cajon, California 92021 State: CA Zip: 92021 Phone: (619) 443-3811 Email: contact@mcswwpp.com	Designer	B2010040848	Stormwater	\$1,500	ELBE	City	
Name: Moraes Pham & Associates Address: 2131 Palomar Airport Road, Ste 120 City: Carlsbad, CA 92011 State: CA Zip: 92011 Phone: (760) 431-7177 Email: joe@moraespham.com	Designer	B1994003037	Telemetry/ Electrical	\$32,950	ELBE	City	

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Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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Name: RF Yeager Engineering Address: 9562 Winter Gardens Boulevard City: Lakeside State: CA Zip: 92040 Phone: (619) 647-6265 Email: rfy Yeager@rfyeager.com	Designer	B2004009396	Corrosion	\$28,520	SLBE	City	
Name: Southern California Soils & Testing Address: 6280 Riverdale Street City: San Diego State: CA Zip: 92120 Phone: (619) 280-4717 Email: dmarino@scst.com	Designer	B1974003302	Geotechnical	\$16,739	DVBE	City	

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Name: <u>Rick Engineering Company</u> Address: <u>5620 Friars Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>(619) 291-0707</u> Email: <u>kgibson@rickengineering.com</u>	Designer	B1974001388	Civil & Traffic Design	\$485,000			
Name: <u>CityWorks</u> Address: <u>110 West A Street #60</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>(619) 238-9091</u> Email: <u>Catherine.Smith@cityworks.biz</u>	Designer	B2014037671	Public Outreach	\$24,465	ELBE	City	

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Name: <u>Dexter Wilson</u> Address: <u>2234 Faraday Ave</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92008</u> Phone: <u>(760) 438-4422</u> Email: <u>Andrew@dwilsoneng.com</u>	Designer	518200	Water Design Specialist	\$20,000			
Name: <u>Tierra Data</u> Address: <u>10110 W. Lilac</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92026</u> Phone: <u>(760) 749-2247</u> Email: <u>webmaster@tierradata.com</u>	Designer	B2011013701	Biological	\$13,000	SLBE	City	

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Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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**PROPOSAL FORMS**

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: <u>Vet Force Engineering &amp; Construction</u> Address: <u>8614 Siesta Road</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>92071</u> Phone: <u>858-755-1605</u> Email: <u>carl@vetforceeandc.com</u>	Materials	\$540,154.00	Yes	No	DVBE	State of CA
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
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California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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## **ATTACHMENT I**

### **CERTIFICATIONS AND FORMS**

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


**Design-Build Proposal**

1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Otay 2<sup>nd</sup> Pipeline Phase 2 and AC Woodman St. Pipeline Replacement**.
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: 1/6/2017

The Design-Builder: Cass Construction, Inc.

By:   
(Signature)

Title: Wes Wise, 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 Cass Construction, Inc.

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

Wes Wise  
\_\_\_\_\_  
(Signature)

Wes Wise  
\_\_\_\_\_  
(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) 1100 Wagner Drive  
(5) City and State El Cajon, CA Zip Code 92020  
(6) Telephone No. 619-590-0929 Facsimile No. 619-590-1202  
(7) Email Address wwise@cassconstruction.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  
LICENSE NO. 298336 EXPIRES 4/30/2017  
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000010675

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: wwise@cassconstruction.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 [Signature] Title President

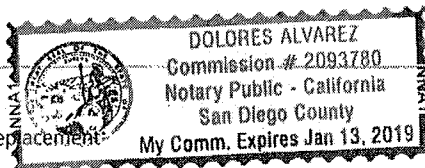
SUBSCRIBED AND SWORN TO BEFORE ME, THIS 6th DAY OF January, 2017

Notary Public in and for the County of San Diego, State of California

Dolores Alvarez, Notary Public

(NOTARIAL SEAL)

MACC Request for Proposal (Rev. Dec. 2016)  
Attachment 1 - Design-Builder's General Information  
Otay 2<sup>nd</sup> Pipeline Phase 2 and AC Woodman St. Pipeline Replacement



**PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND**

**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

Cass Construction, 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  
**Thirteen Million Six Hundred Ninety Six Thousand Six Hundred Seventy Four Dollars and  
Zero Cents (\$13,696,674.00)** for the faithful performance of the annexed contract, and in the  
sum of **Thirteen Million Six Hundred Ninety Six Thousand Six Hundred Seventy Four  
Dollars and Zero Cents (\$13,696,674.00)** for the benefit of laborers and materialmen  
designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Otay 2<sup>nd</sup> Pipeline Phase 2 and AC  
Woodman St. Pipeline Replacement**, Proposal (RFP) Number **K-17-1492-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.)**

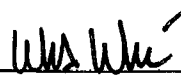
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated April 19, 2017

Approved as to Form

Cass Construction, Inc.

Principal

By 

Wes Wise, President

Printed Name of Person Signing for  
Principal

Mara W. Elliott, City Attorney

By 

Deputy City Attorney

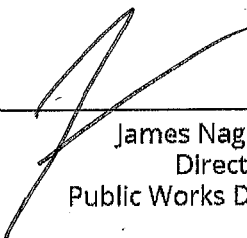
Liberty Mutual Insurance Company

Surety

By 

Minna Huovila, Attorney-In-fact

Approved:

By 

James Nagelvoort  
Director  
Public Works Department

790 The City Drive, Suite 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

(800) 763-9268

Local Telephone No. of Surety

Premium \$ 82,461.00

Bond No. 024067682

## ACKNOWLEDGMENT

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

State of California  
County of San Diego )

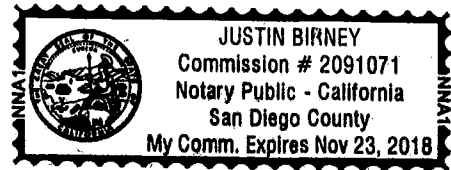
On April 19, 2017 before me, Justin Birney, Notary Public  
(insert name and title of the officer)

personally appeared Wes Wise,  
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)



**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 April 19, 2017 before me, Maria Hallmark, 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. 7552269

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 19th day of April, 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 BIDDER AND SUBMITTED WITH BID  
UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

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

)

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

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

**AFFIDAVIT OF DISPOSAL**

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

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

\_\_\_\_\_  
(Name of Project or Task)

as particularly described in said contract and identified as Bid No. **K-17-1492-MAC-3** SAP No. (WBS/IO/CC) **B-15046 / B-15081**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

**ATTEST:**  
State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State

### CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

**CHECK ONE BOX ONLY.**

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

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

Contractor Name: Cass Construction, Inc.

Certified By Wes Wise Title President  
Name

 Date 1/6/2017  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**ATTACHMENT J**

**MACC TASK ORDER: DESIGN-BUILD AGREEMENT**

## MACC TASK ORDER AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 1<sup>st</sup> day of May 2017, by and between The City of San Diego [City], a municipal corporation, and **Cass Construction, Inc.** [Design-Builder], for the purpose of designing and constructing the **Otay 2<sup>nd</sup> Pipeline Phase 2 and AC Woodman St. Pipeline Replacement** (Project) in the amount of **Thirteen Million Six Hundred Ninety Six Thousand Six Hundred Seventy Four Dollars and Zero Cents (\$13,696,674.00)**. 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-17-1492-MAC-3** for **Otay 2<sup>nd</sup> Pipeline Phase 2 and AC Woodman St. Pipeline Replacement**, 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

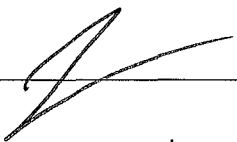
- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall 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.

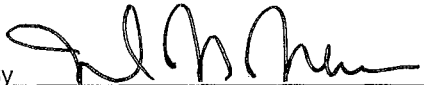
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into 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 522.3102 authorizing such execution.

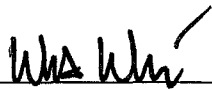
**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By   
 Print Name: James Nagelvoort  
 Director  
 Public Works Department  
 Date: 5-18-17

Mara W. Elliott, City Attorney  
 By   
 Print Name: Mark W. Murr  
 Deputy City Attorney  
 Date: 5-19-17

**CONTRACTOR**

By   
 Print Name: Wes Wise  
 Title: President  
 Date: 04/19/2017

City of San Diego License No.: B1974017184

State Contractor's License No.: 298336



# City of San Diego

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

## ADDENDUM "3" PROPOSAL DOCUMENT

**e - Bidding**



### FOR

MACC TASK NUMBER: 04

OTAY 2<sup>ND</sup> PIPELINE PHASE 2 AND AC WOODMAN ST. PIPELINE  
REPLACEMENT

RFQ NO.:	1293
PROPOSAL NO.:	K-17-1492-MAC-3
SAP NO. (WBS/IO/CC):	B-15046, B-15081
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	4
PROJECT TYPE:	KA, KB

### PROPOSALS DUE:

**12:00 NOON  
FEBRUARY 1, 2017  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>TH</sup> 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.

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

**B. BIDDER'S QUESTIONS**

Q1. Section 7-10.1.1, 15 Working Hour Restrictions Due to Schools, states "shall not perform work within vicinity locations of Bethune Elementary School, Fulton Elementary School, and Morse High School when the work hour restrictions are in effect." This project does not include any work on the streets that have entrances to those schools. What is the definition of "within vicinity locations"? How far from each school entrance/exit do the work hour limits apply?

A1. Per Section 7-10.1.1, item 15, paragraph 2, it shall be the Design-Builder's responsibility to coordinate with the school(s) in order to determine work hour restrictions and locations.

Q2. Connection of 48" pipe at Skyline: Detail A on Figure 3-1 of preliminary engineering report shows a straight in connection to a 48" valve installed as part of the Otay second pipeline Phase 1. This valve is currently not installed as Phase 1 has not been constructed yet. Will this valve be installed and available for tie-in? If not, will contractor be required to install a new tee and three valve cluster at this location?

A2. Proceed as if 48" valve will be installed as stated in the preliminary engineering report.

Q3. Connection on Potomac Street – Detail D on Figure 3-1 shows a 48" flow meter installed 50' from the new 48" valve connecting to the existing pipeline. Please advise the type of flow meter that the City desires at this location and if it should be installed inside an underground vault.

- A3. Please see the contract documents, including the Water Design Guidelines and Standards.
- Q4. Street overlay requirements: The Street Resurfacing Moratorium Waiver document indicates that streets impacted by pipeline construction will require curb to curb AC overlay. In some cases, there is a raised median in the center of Woodman Street. If pipeline is only installed on one side of the median, are we required to pave half the street from the curb to the median or the full width of the street on both sides of the median?
- A4. Street resurfacing shall comply with contract documents and Street Preservation Ordinance.
- Q5. Welding inspection and testing: Section 3.1.3 in Attachment A states that the City will provide all "Construction inspection, administration, and material testing." Will the City provide welding inspection and testing as well?
- A5. See Addendum 2, page 4, Item B. BIDDER's Questions, A13.
- Q6. Regarding the Addendum 2 page 8 of 12 Section 2.7.15. What is fiber optic to be used for in the future? What does the fiber optic connect to? Is the contractor responsible to install the fiber optic or only the conduit? Is the fiber optic only along the transmission line? If the contractor is required to install the fiber optic, can it be installed in the same trench or does it need to be installed in a separate trench?
- A6. See updated Scope of Work in this Addendum.
- Q7. Page 8 of Addendum 2 added Section 2.7.14 which added the design and installation of SCADA at two existing locations. Please provide as-built information of existing SCADA systems. Also, will solar panels be required or acceptable to provide power to the new SCADA systems?
- A7. Please see the contract documents, including the Water Design Guidelines and Standards.

Q8. Page 8 of Addendum 2 added Section 2.7.15 which added "design and installation of conduit and fiber optic the full length of the pipeline." Please provide answers to the following:

- Is fiber optic required along all pipelines on the project or only the transmission main on Woodman Street?
- Can the fiber optic conduit be installed in the same trench as the water pipeline?
- What size and how many fiber optic conduits are required?
- Is contractor required to furnish and install the fiber optic cable, or only the conduit?
- Where are the termination and connection point locations for the new fiber optic?
- What are the sizes and spacing frequency of pull boxes to be provided?

A8. See updated Scope of Work in this Addendum.

Q9. On page 5 of addendum 2, Answer 18 states that there are "no restrictions to the manufacturing of steel pipe outside of the United States." However, page 12 of addendum 2 added Section 4-1.9 which states "All parts of production (including welding, testing, lining, coating, and specials) shall be performed or produced in the United States." These two sections contradict one another. Please confirm if fabrication of steel pipe outside the United States will be permitted.

A9. The steel pipe itself may be manufactured outside of the United States, but the pipe production (welding, lining, coating, testing, and specials) shall be performed or produced in the United States. See modifications to Section 4 - Control of Materials in this addendum.

Q10. The location map and preliminary design show that the contractor will remove and replace the 8", 10", 12" and 16" AC water mains with PVC down Woodman, Paradise Valley Road and the 8" and 10" AC water mains at Arroyo Seco Way/Carefree Drive. Is it the City's intent for the contractor to remove the AC pipe out to the full right of way of Woodman Street and Paradise Valley Road? In other words, will the contractor need to figure removing any lateral footage at the intersections to the full width of the street or will the contractor only be required to remove the tees at the intersections and let future projects connect out into Woodman Street to the main?

A10. For any known future projects proposing the replacement of lateral water mains, the lateral water main shall be replaced in this contract to the edge of the resurfaced roadway.

**C. ADDENDUM**

1. To ADDENDUM 2, ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, Item 2, SCOPE OF WORK page 8, Sub-item **2.7.15.**, **DELETE** in its entirety.

**D.** To ADDENDUM 2, **SUPPLEMENTARY SPECIAL PROVISIONS**, Item 2, SECTION 4 - CONTROL OF MATERIALS, Section 4-1.9 Foreign Materials, page 12, **DELETE** in its entirety.

**E. CHANGES TO REQUEST FOR PROPOSALS**

1. To SECTION 4, PROPOSAL DUE DATE AND TIME, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**4. PROPOSAL DUE DATE AND TIME ARE: FEBRUARY 1, 2017 at 12:00PM.**

2. To SECTION 12, SELECTION AND AWARD SCHEDULE, Item **12.1.1.**, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**12.1.1. Proposal Due Date FEBRUARY 1, 2017**

**F. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To SECTION - 4 CONTROL OF MATERIALS, Page 77, **ADD** the following:

**4-1.3.1. General.** To the City Supplement, **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 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.
2. To SECTION - 4 CONTROL OF MATERIALS, Page 77, ADD the following:

**4-1.3.2 Inspection by the Agency.** 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.

3. To SECTION - 4 CONTROL OF MATERIALS, Page 77, ADD the following

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

**4-1.3.3 Inspection of Items Not Locally Produced.** 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 approved 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.

James Nagelvoort, Director  
Public Works Department

Dated: *January 20, 2017*  
San Diego, California

JN/RWB/Lad

# City of San Diego

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

## ADDENDUM "2" PROPOSAL DOCUMENT

 e - Bidding



**FOR**

**MACC TASK NUMBER: 04**

**OTAY 2<sup>ND</sup> PIPELINE PHASE 2 AND AC WOODMAN ST. PIPELINE  
REPLACEMENT**

RFQ NO.:	1293
PROPOSAL NO.:	K-17-1492-MAC-3
SAP NO. (WBS/IO/CC):	B-15046, B-15081
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	4
PROJECT TYPE:	KA, KB

**PROPOSALS DUE:**

**12:00 NOON  
JANUARY 23, 2017  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**



## **A. CHANGES TO CONTRACT DOCUMENTS**

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

## **B. BIDDER'S QUESTIONS**

Q1. Page 55 (Section 33.4.2 (3)) Photos and videos of the Work certified by the designer. Can you please clarify exactly what will be required by the design builder?

A1. See Attachment A, Section 7, Photo Log and Videotape.

Q2. Page 86 (Section 7-8.6) states "this contract is subject to WPCP" and this is also stated in the price proposal form as WPCP Development & WPCP Implementation items. However, due to the size of the project and the surface area that will be disturbed by the work this project should be subject to a SWPPP. Can you update the RFP and price proposal forms if a SWPPP will be required?

A2. The construction storm water BMP requirements for this project are not subject to SWPPP as this project proposes "routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility."

Q3. The RFP page 96 states the existing ACP to be replaced with 8", 10", 16" PVC but the pre-design map "Figure 3-1 - Revised" shows the pipeline being replaced with 12" & 16" PVC. Can you confirm that the size of PVC the city will require to replace the existing ACP?

A3. The proposed pipe diameter sizes shall include 8", 12" and 16" as referenced in the table located in the Preliminary Engineering Report, Appendix M, PUD Memo dated 12-2-2014 - Water Modeling Results, provided in the Bridging Documents.

Q4. Can the city provide a standard specification for the flow meter to be installed on the 48" CMLC line?

A4. Please see the contract documents, including the Water Design Guidelines and Standards.

- Q5. Please clarify who will provide surveying services for the Construction phase. Paragraph 3.1.4 on page 25 and Paragraph 13.3 on page 30 of the RFP states that the City will provide Construction Survey. However, SSP 2-9.2 on page 75 of the RFP indicates that the contractor is responsible for providing Construction Surveying.
- A5. Construction Surveying shall be performed by the City. See update to SSP 2-9.2 in this Addendum.
- Q6. Please clarify who will provide Design Survey. Paragraph 13.1 of the RFP states "Design survey will be provided by the City for this project". Please confirm what the City will provide to the Design-Builder in terms of Design Survey.
- A6. Preliminary Design Survey shall be provided to the Design-Builder in the Bridging Documents as revised in this Addendum. Per Attachment A, Project Description, Scope of Work, and Technical Specifications (Bridging Documents), Section 13, Surveying, paragraph 13.2, page 30, any additional Design Survey needed to prepare the construction plans and as-built drawings shall be performed by the Design-Builder.
- Q7. If a curb to curb overlay is required, is cold milling/edge grind per standard drawing SDG -106 required? Or will a full width 1 ½" deep street grind be required?
- A7. Areas requiring curb to curb overlay shall be cold milled the full width of the street for 2" AC inlay.
- Q8. Several of the curb ramps identified for replacement in the Access Law Design Compliance Memorandum have been recently replaced. Will this project be required to replace curb ramps identified in the report for replacement that have DWT's?
- A8. There is no need to replace curb ramps with DWT unless the specific curb ramp has been identified in the report to be replaced or if the curb ramp(s) has concrete or DWT damages.
- Q9. At intersections where there are no crosswalks currently, will new Continental Crosswalks be required where ramps are installed or in place to allow pedestrian crossing on Woodman St?

- A9. For Continental Crosswalks, replace only existing crosswalks unless it is specifically noted in the report.
- Q10. The current proposal due date is Monday, January 23 at 12:00 noon. We request that the due date be postponed by a few days until later in the week of January 23 to give the proposers more time to prepare their technical and price proposals and provide the best value to the City. A bid time of Monday morning is highly unusual and makes it difficult for us and our subcontractors to prepare complete and accurate proposals after just returning to work after the weekend.
- A10. The proposal due date shall remain as Monday, January 23 at 12:00 noon.
- Q11. Attachment G, Section 7 assigns a maximum of 25 points for EOCP, depending on the percentage of SLBE/ELBE/DVBE participation that the Design-Builder attains. Since this is a MACC project that has mandatory participation percentages, it seems that the Section 7 scoring criteria is redundant. Please advise if this section of the scoring criteria can be eliminated.
- A11. This question is answered by Addendum 1. See revisions to Attachment G.
- Q12. Please confirm that the proposed Otay Second Pipeline is a transmission main and that the City of San Diego Facility Design Guidelines for transmission mains shall apply to this pipeline as published in Book 2 of the City Water CIP Guidelines "Facility Design Guidelines" revised April 2013.
- A12. The Otay 2<sup>nd</sup> Pipeline is a transmission main, however, this project has both transmission and distribution mains.
- Q13. Please confirm if the DB team is to provide 3<sup>rd</sup> party welding inspection & reporting services.
- A13. Yes, the Design-Build team is to provide 3<sup>rd</sup> party welding inspection and reporting services.
- Q14. What welding specification and procedure needs to be followed for the field joint welding of the steel pipe? How many passes? Inside or outside welds? Uphill or downhill welds?

- A14. Please see the contract documents, including the Water Design Guidelines and Standards.
- Q15. What types of tests will the field welds on the steel pipe need to be subjected to such as dye penetrant, air testing, mag particle etc.
- A15. Please see the contract documents, including the Water Design Guidelines and Standards.
- Q16. Does the City require the steel pipeline to have cold applied tape wrap with cement mortar coating, or only cement mortar coating?
- A16. Please see the contract documents, including the Water Design Guidelines and Standards.
- Q17. What is the required thickness of the steel cylinders for the steel pipe?
- A17. Please see the contract documents, including the Water Design Guidelines and Standards.
- Q18. Are there any restrictions or adversity to the steel pipe being manufactured in Mexico?
- A18. There are currently no restrictions to the manufacturing of steel pipe outside of the United States. However, the Contractor shall ensure that the specifications for the Inspection of Items Not Locally Produced and for Foreign Materials in Section 4 "Control of Materials" shall be followed. Refer to the specifications of Section 4 "Control of Materials" within the 2015 Greenbook, Whitebook, and the additional requirements included into this addendum through the Supplementary Special Provisions.
- Q19. Is cathodic protection of the proposed steel pipeline required? If so, what type of cathodic protection system will be required? Will a 200'+ deep well anode installation be necessary, as this has been a requirement on several past City steel pipeline projects?
- A19. Yes, cathodic protection is required and shall be per the Water Design Guidelines and Standards.
- Q20. What are the bedding and pipe zone material requirements? Is ¾" rock acceptable?

- A20. Please see the contract documents, including the entirety of Section 306 "Open Trench Conduit Construction" of the 2015 Whitebook, Greenbook, and Supplementary Special Provisions.
- Q21. Please confirm native material can be used as trench zone backfill and that select import material is not required or expected.
- A21. Typically native material can be used as a suitable material for backfill; imported material is not expected. Refer to Supplementary Special Provisions section 217 for additional information.
- Q22. Is the AC main that is to be replaced in place considered a distribution or transmission main?
- A22. The 8" to 12" AC main is considered a distribution main.
- Q23. Is the City supplying water for hydrostatic testing on this project, the first fill? Typically on steel pipe projects the first fill is at no cost to the contractor.
- A23. No, all water for testing shall be paid for by the Design-Build team and shall be included in the bid.
- Q24. In addendum #1, section 5.1 it references qualification of key personnel & subs for Electrical, instrumentation & controls. What work does this pertain to on the project?
- A24. See additional Scope of Work as updated in this Addendum.
- Q25. Currently the bid date is scheduled for a Monday and is due at noon. Getting a design build proposal prepared and submitted requires a lot of time, effort and coordination. Having the bid due on a Monday adds an additional layer of difficulty as the DB team will not be able to get last minute sub pricing, input and information during the two the days leading up to the due date, please consider moving the due date to a Wednesday or Thursday.
- A25. The proposal due date shall remain as Monday, January 23 at 12:00 noon.
- Q26. Two WBS numbers are shown on the pre-design report: one for AC Woodman Water Replacement and one for Otay 2nd PL Phase 2. Will two different plan sets required for these projects?
- A26. There will be only one set of plans for this project.

- Q27. The location map indicates that the Otay 2nd Pipeline will be abandoned between Skyline Drive and the Paradise Mesa #1 Water Pump Station. The pre-design report indicates that the pipeline should be abandoned between Skyline Drive and Potomac Street. Is the portion of the pipeline south of the Paradise Mesa #1 Water Pump Station to remain in service?
- A27. The Paradise Mesa #1 Water Pump Station will be included in a separate project and is to remain in service along with the pipeline to the south of it.
- Q28. Is the check valve vault located in the front yard of 705 Carefree Drive to be relocated to the street, replaced, or removed?
- A28. The check valve replacement/relocation/removal shall be determined in design by the Design-Build team.
- Q29. Will SPLASH maps be made available as a bridging document?
- A29. Yes, please see the update to the Bridging Documents in this Addendum.
- Q30. The ADA compliance report instructs that type B curb ramps should be installed at tee intersections to allow pedestrians to cross Woodman St. Woodman is a 40 mph, 4 lane road. Should pedestrian crossing signals be installed along with continental crosswalks to ensure pedestrian safety?
- A30. Curb ramps shall be installed per the Bridging Documents, Preliminary Engineering Report, Appendix F, Access Law Design Compliance Review.
- Q31. In regards to the bid schedule currently provided in the RFP, it has bid items broken out for several new items. On all past MACC's there has been only one bid item for design and one bid item for construction, now there are several new bid items that complicate the calculation of the SLBE/ELBE/DVBE goal percentages. Please consider using standard bid item pricing format from previous MACC's or provide clarification of how SLBE percentages are to be calculated with this new bid form.
- A31. Bid the items as they have been provided.

Q32. In Planet Bids there is no separate attachment tab for the EBO Certification form, which file should it be uploaded with in Planet Bids?

A32. No it will not be added because, the EBO certification form is similar to the Non-Collusion Affidavit, Drug-Free Workplace, ADA, and Pledge of Compliance contractor certification forms in that the actual forms were replaced (because their acknowledgment is accepted electronically through PlanetBids) and that only the "language" describing it is included in our Contracts.

Q.33. According to the Street Resurfacing Moratorium Waiver included with the bridging documents the entire project is to receive a curb overlay. Is this correct?

A.33. This project is subject to Type II Slurry Seal curb to curb on all roadways except those areas specifically identified for curb to curb overlay in the Street Resurfacing Moratorium Waiver provided in the Bridging Documents.

## C. ATTACHMENTS

1. To ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, Item 2, SCOPE OF WORK, page 25, **ADD** the following:

**2.7.14.** Design and installation of SCADA at 2 locations including, but not limited to, control panel, antennae, and antennae mast. The locations are to replace the existing SCADA at 634.5 Carefree Drive and the Potomac Valve.

**2.7.15.** Design and installation of conduit and fiber optic the full length of the pipeline.

2. To ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, SECTION 42, BRIDGING DOCUMENTS, page 64, **DELETE** in its entirety and **SUBSTITUTE** with the following:

### **42. Bridging Documents:**

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

<ftp://ftp.sannet.gov/OUT/Otay%202nd%20PL%20Phase%202/>

1. General\Location Map.pdf
2. Survey\B15046df.dtm
3. Survey\B15046f.dgn
4. Survey\B15046f.docx
5. Survey\B15046f.pdf
6. Planning Documents\Preliminary Engineering Report.pdf
7. Planning Documents\Otay II Pipeline Corrosion Study.pdf
8. Planning Documents\Splash Maps.pdf
9. Planning Documents\Street Resurfacing Moratorium Waiver.pdf
10. As-Builts\AT&T
11. As-Builts\Public
12. As-Builts\SDG&E
13. As-Builts\Cox Cable

#### **D. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To SECTION 1 – TERMS, DEFINITIONS, ABBREVIATION, UNITS OF MEASURE, AND SYMBOLS, page 75, Item 2-9.2, Survey Service, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**2-9.2 Survey Service.** 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. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
3. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
4. 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@sanidiego.gov](mailto:SurveyReview@sanidiego.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. To SECTION 4 – CONTROL OF MATERIALS, page 77, **ADD** the following:

**4-1.9 Foreign Materials.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. All parts of production (including but not limited to fabrication, welding, testing, lining, coating, and specials) shall be performed or produced in the United States. Welding shall be performed by certified welders with credentials traceable in the United States. City lab staff shall witness all welding, lining, coating, and testing for all steel cylinders and specialty pipe. You shall be responsible for the payment of transportation and lodging, including allowable per-diem allowance for meals, for the Engineer to perform all pipe fabrication inspections during production.
2. Quality Control and related testing shall be performed to all applicable specified U.S. standards. Manufacturer's testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for pipe for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to extensions of time for acts or events occurring outside of, at point of entry, or during the transportation of materials for pipe to the United States.

James Nagelvoort, Director  
Public Works Department

Dated: *January 13, 2017*  
San Diego, California

JN/RWB/Lad

# City of San Diego

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

## ADDENDUM "1" PROPOSAL DOCUMENT

**e - Bidding**



**FOR**

**MACC TASK NUMBER: 04**

**OTAY 2<sup>ND</sup> PIPELINE PHASE 2 AND AC WOODMAN ST.  
PIPELINE REPLACEMENT**

RFQ NO.:	1293
PROPOSAL NO.:	K-17-1492-MAC-3
SAP NO. (WBS/IO/CC):	B-15046, B-15081
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	4
PROJECT TYPE:	KA, KB

### **PROPOSALS DUE:**

**12:00 NOON  
JANUARY 23, 2017  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> 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. CHANGES TO REQUEST FOR PROPOSAL**

1. To SECTION 10, SUBCONTRACTING PARTICIPATION PERCENTAGES, page 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**10. EQUAL OPPORTUNITY CONTRACTING:**

**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.

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

<b>SERVICES</b>	<b>SLBE</b>	<b>ELBE</b>	<b>DVBE</b>	<b>SUBCONTRACTING REQUIREMENT<sup>1</sup></b>
<b>Design Services</b>	4.90%	7.50%	1.30%	<b>13.70 %</b>
<b>Construction Services</b>	6.70%	15.60%	4.00%	<b>26.30 %</b>

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

**10.2.** The Design-Builder shall submit subcontractor participation percentages that are not less than the specified subcontracting requirements:

- 10.3. The required subcontracting percentages apply to 1st tier Subcontractors only.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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 "Evaluation and Selection Criteria" for more information.

2. To INSTRUCTION TO PROPOSERS AND GENERAL CONDITIONS, page 13, Item 9, PRE-PROPOSAL ACTIVITIES, Item 9.1. Submission of Questions, Sub-item 9.1.1., **DELETE** in its entirety and **SUBSTITUTE** with the following:

- 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, 14<sup>th</sup> 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.

**C. ATTACHMENTS**

1. To ATTACHMENT G, EVALUATION AND SELECTION, pages 191 through 197, **DELETE** in its entirety and **SUBSTITUTE** with pages 5 through 11 of this Addendum.

James Nagelvoort,  
Director Public Works Department

Dated: *January 4, 2017*  
San Diego, California

JN/RWB/Lad

## ATTACHMENT G

### EVALUATION AND SELECTION

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 (10 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

**5.1.5.** Electrical

**5.1.6.** Instrumentation and Controls

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

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

**6.2.** The following elements shall be included in the Technical Proposal:

**6.2.1.** Pipeline alignment, sizes and locations of appurtenances.

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

**6.2.3.** Quality Assurance/Quality Control Plan (QA/QC Plan) - The Design-Builder shall submit a QA/QC Plan specifically developed for this Project. The Design-Builder's QA/QC Plan

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

- 6.2.4.** Paving Restoration.
- 6.2.5.** Water high lining plan for each site.
- 6.2.6.** Plan for scheduling around the shutdown moratorium of 16" and larger pipes.
- 6.2.7.** Curb Ramp Design and Installation plan pursuant to the ADA Preliminary Engineering report (part of the bridging documents) and highlight any Modification, if any.
- 6.2.8.** Phasing and Coordination with Adjacent Projects.
- 6.2.9.** Storm Water Pollution Control Best Management Practices.
- 6.2.10.** Subsurface Investigation and Geotechnical Work.
- 6.2.11.** Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design) and proposed durations.
- 6.2.12.** Pipe Abandonment in areas of environmental concern.

## **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. Plan for phasing of construction activities
- 7.1.4. General plan for functional testing and start-up.
- 7.1.5. Proposed safety program
- 7.1.6. Proposed emergency response plan
- 7.1.7. Water highlining plan for each site
- 7.1.8. Construction plan for shutdown moratorium of 16" and larger pipes.
- 7.1.9. Proposed construction schedule
- 7.1.10. Traffic Control Management
- 7.1.11. Community Impact
  
- 7.2. Project Coordination - The Proposer shall identify the following:
  - 7.2.1. The processes and procedures it will use to ensure that all Work is properly coordinated.
  - 7.2.2. The design and construction coordination requirements with governmental entities and agencies, utilities, Underground Service Alert, City forces, and all other persons or entities involved in infrastructure improvements or otherwise affected by Project design and construction requirements.
  - 7.2.3. The design coordination system between drawings and specifications and disciplines.
  - 7.2.4. The system for tracking questions and responses.
  - 7.2.5. The system for coordinating work among subcontractors and equipment manufacturers.

**7.3.** Critical Path Schedule - The RFP requires the Proposer to complete the Project within a certain number of Working Days. The Proposer shall include a summary level critical path method (CPM) schedule in the form of a bar chart that identifies all Project milestones set forth in this RFP, including its Attachments such as additional tasks or milestones, as well as all critical activities the Proposer anticipates performing and coordinating with others to complete the Project. The Proposer shall include with the schedule a narrative explaining detailed procedures for ensuring all Project milestones are met. 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 Proposers' 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 that the Proposer is willing to implement. For each recommendation, include the percentage of your price proposal or time that would be saved.

**8. Community Impact (10 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. 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?
- 8.3. Residents and Visitors – how will traffic and bus stops be impacted? How will you minimize the impacts?
- 8.4. 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. **Final Selection Based On Adjusted Low Proposal**
- 9.2. The ranking of each Design-Builder during the Technical Proposal review and the interviews will serve as the divisor of the Price Proposal and determine the weighted price.
- 9.3. Following review of the Technical Proposals and the Presentations/interviews, the resulting qualitative evaluation scores will be totaled, averaged and converted to a decimal. The Proposal price will then be divided by the scores from the Technical Proposals. This becomes the Adjusted Low Proposal. The lowest adjusted proposal will be recommended for contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.

9.4. 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

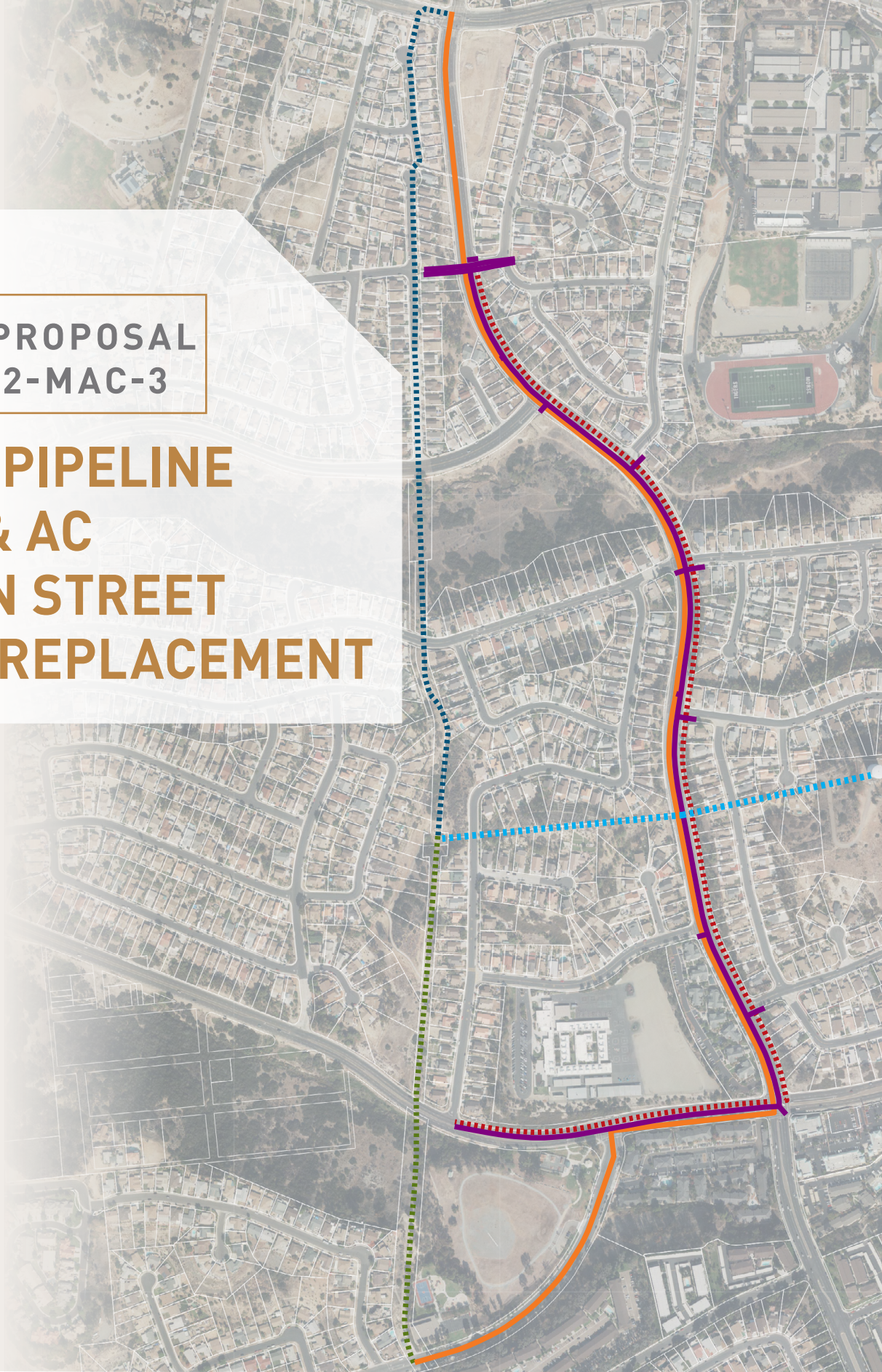
\* The adjustment to the Proposal is for selection only. Firm "A" has Adjusted Lowest Proposal. The Price Proposal is the actual Contract amount.



FEBRUARY 1, 2017

**TECHNICAL PROPOSAL  
NO: K-17-1492-MAC-3**

# **OTAY 2ND PIPELINE PHASE 2 & AC WOODMAN STREET PIPELINE REPLACEMENT**



CASS CONSTRUCTION, INC.

CASS CONSTRUCTION, INC.  
1100 WAGNER DRIVE  
EL CAJON, CA 92020  
TEL: (619) 590-0929



RICK ENGINEERING COMPANY  
5620 FRIARS ROAD  
SAN DIEGO, CA 92110  
TEL: (619) 291-0707



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## IDENTIFICATION OF THE CONTRACTOR

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<b>Legal Name &amp; Address</b>	Cass Construction, Inc. 1100 Wagner Drive, El Cajon, CA 92020
<b>Legal Form of Entity</b>	Corporation - State of California
<b>Year of Establishment</b>	1975
<b>Address of Main Office</b>	Same as Above
<b>Number of San Diego Employees</b>	146
<b>City of San Diego Business No.</b>	F1974017184
<b>Contractor's License</b>	Class A General Contractors License #298336 (exp: 04/30/17)
<b>Contact Information</b>	Mr. Michael Huse, Project Director Cass Construction, Inc. 1100 Wagner Drive, El Cajon, CA 92020 Tel: 619-590-0929/ Fax: 619-590-1202 Email: mhuse@cassconstruction.com
<b>Legal Name &amp; Address</b>	Glenn A Rick Engineering and Development Company (dba: Rick Engineering Company) 5620 Friars Road, San Diego, CA 92110
<b>Legal Form of Entity</b>	Corporation - State of California
<b>Year of Establishment</b>	1955
<b>Address of Main Office</b>	Same as Above
<b>Number of San Diego Employees</b>	150
<b>City of San Diego Business No.</b>	B1974001388
<b>Professional Engineering License</b>	Registered Professional Engineer, CA #52295 (exp: 12/31/18)
<b>Contact Information</b>	Mr. Kevin Gibson, PE, Project Manager Rick Engineering Company 5620 Friars Road, San Diego, CA 92110 Tel: 619-291-0707/ Fax: 619-291-4165 Email: kgibson@rickengineering.com

TAB 1.

# ADDENDA, EXCEPTIONS, & SUBCONTRACTING





## 1.0 ADDENDA TO THIS RFP

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### 1.1-1.2 Addenda Acknowledgement

We verify that we received addendum 1, addendum 2 and addendum 3 from the City of San Diego for this contract.

A handwritten signature in black ink that reads "Mike Huse".

---

Mike Huse, Cass Construction, Inc.  
Design-Build Team Manager & Point-of-Contact

## 2.0 EXCEPTIONS TO THE RFP

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### 2.1 Exceptions Statement

We take no exceptions to any portion of the RFP and its attachments.



### 3.0 SUBCONTRACTING PARTICIPATION PERCENTAGES

Cass Construction, Inc. has a proven track record of meeting the goals of the City’s SLBE/ELBE program and is committed to exceeding the minimum subcontracting participation percentages for this project.

As a result of our outreach for this project and past project teaming, we have carefully selected the below highly qualified SLBE, ELBE and DVBE firms, many of which we have worked with successfully, numerous times before.

DESIGN			CONSTRUCTION		
Subconsultant	Certification	%	Subcontractor	Certification	%
CityWorks	ELBE	3.9%	Bravo Construction	DVBE	.4%
McGrath Consulting	ELBE	.2%	Supply		
Moraes Pham Consulting	ELBE	5.3%	CityWorks	ELBE	.4%
RF Yeager Engineering	SLBE	4.6%	Geo-Cell Solutions	DVBE	.8%
Southern California Soils & Testing	DVBE	2.7%	G Scott Asphalt	DVBE	.4%
Tierra Data	SLBE	2.1%	Miramar General Engineering	ELBE	1%
<b>TOTAL</b>		<b>18.8%</b>	Payco Specialties	SLBE	.4%
			Piperin Corporation	ELBE	11.5%
			RAP Engineering, Inc.	SLBE	6.8%
			Red Tail Monitoring & Research	SLBE	.3%
			Sapphire Electric Inc.	ELBE	2%
			Southwest Traffic Signal Service	ELBE	2%
			Vet Force Engineering & Construction	DVBE	2.6%
			<b>TOTAL</b>		<b>26.7%</b>

#### 3.1 Subcontracting Participation Goals

Below are the design and construction goals of this project and our committed percentage for subcontracting for this project, that shows we have exceeded the subcontracting participation goals.

DESIGN	DVBE	SLBE/ ELBE	TOTAL
Goal	1.3%	12.4%	13.7%
<b>Attained</b>	<b>2.7%</b>	<b>16.1%</b>	<b>18.8%</b>
CONSTRUCTION	DVBE	SLBE/ ELBE	TOTAL
Goal	4%	22.3%	26.3%
<b>Attained</b>	<b>4.2%</b>	<b>22.5%</b>	<b>26.7%</b>

TAB 2.

# SUMMARY OF PROPOSAL





## 4.0 SUMMARY OF PROPOSAL

### 4.1 Executive Summary

**Cass Construction, Inc. (CCI)** has organized a highly qualified Design/Build Team committed to the highest quality and best value for MACC Task Number 4, Otay 2nd Pipeline Phase 2 and AC Woodman Street Pipeline Replacement Project. CCI has teamed with **Rick Engineering Company (RICK)** to provide the City with a design/build team of two local, long standing, and stable San Diego companies with more than 100 years of combined experience. Over the past 41 years CCI has earned an excellent reputation as one of the premier underground pipeline contractors in the region, having successfully completed over 2,000 projects involving the construction of water, wastewater, and storm water infrastructure projects in the San Diego area. Since 1955 RICK has been responsible for the design of hundreds of miles of pipeline projects in the San Diego region. Recent construction and design projects that our team has completed include:

- Pacific Beach Pipeline South
- 30th Street Pipeline Replacement
- Catalina Transmission Pipeline Emergency Replacement
- Penasquitos Views Trunk Sewer
- Chollas Valley Trunk Sewer Phase II
- Murphy Canyon Storm Drain Replacement
- Shawnee Ave 12” Pipeline Replacement

### Project Team

By teaming with RICK and their 60+ years of experience in San Diego, CCI provides the City of San Diego with a team of experienced veteran personnel who have the design, construction, and local knowledge of completing successful pipeline projects for the City of San Diego and a commitment to equal employment and contracting opportunities for SLBE/ELBE firms and all other eligible subcontractors.

Together, Cass Construction, Inc. and Rick Engineering Company have more than 100 years of experience.

The CCI team provides the City with the depth and breadth of resources to complete the anticipated work for this MACC project, with CCI having more than 140 employees and RICK having more than 150 employees in San Diego. Having this depth of resources provides our team the responsiveness necessary to meet the City’s needs to complete this project. RICK has assigned an experienced engineering team that has recent past experience on City of San Diego water pipeline projects, including Pacific Beach Pipeline South, 30th Street Pipeline Replacement, and Catalina Transmission Pipeline Emergency Replacement Projects, while CCI has selected veteran experienced staff members with a strong history of working with the City of San Diego. Additionally, we have teamed with highly qualified subconsultants and subcontractors that have experience working with our team and the City of San Diego. The organizational chart provided in our proposal identifies the key personnel and roles and responsibility of each individual assigned to this contract.

The CCI team will be led by our Design-Build Project Manager Mike Huse of CCI, who will be the main point of contact with the City and responsible for the schedule, budget, and completion of the project from design through construction. Mike has 22 years of experience in the construction of underground pipelines, completing 17 + projects for the City of San Diego giving him the knowledge, experience and understanding of the City’s projects and design/build processes. Kevin Gibson of RICK, with 27 years of experience, will be the design project manager for this project. Both Mike and Kevin bring extensive experience to this contact with design/build projects, infrastructure pipeline projects, and working with the City of San Diego Staff.



## Technical Approach & Construction Plan

The CCI design-build team will implement a design-build technical approach and construction plan that has proven to be successful on other City of San Diego design-build and similar waterline projects completed by CCI and RICK. Due to this experience and technical expertise, our team can guarantee a seamless and expedited process due to our in-depth understanding and familiarity with projects of this nature. A critical component to this success is ensuring that lines of communication between the CCI Design Build Project Manager, Engineer of Work, City Staff and Community is planned, implemented and maintained, to ensure that this project is completed on schedule, and within budget, while minimizing the disruptions to the local community.

Our team has completed dozens of successful projects for the City of San Diego, including Design-Build projects.

The CCI team proposes to meet the needs of the project through the design and construction of a parallel distribution line that will provide for the existing distribution line to remain in service, thereby reducing the shutdown requirements to customers. Additionally, our team proposes parallel construction of the transmission line adjacent to the distribution line that will reduce both the construction schedule and the impacts to traffic.

Through our recent experience on similar projects we have found time savings measures that can be accomplished during the design phase that provides efficiency and accuracy of the design documents resulting in streamlined construction of the pipeline facilities. These include:

- Performing utility potholing of the existing utilities prior to the 60% submittal
- Producing the steel pipeline shop drawings prior to final plan approval
- Procuring the distribution pipeline materials prior to final plan approval

The CCI construction plan will be a 3 phased approach that simultaneously meets needs of the project and reduces the schedule to complete the project. Constructing the distribution line parallel in the 1st phase will reduce impacts to the residents in addition to reducing the schedule by constructing the PVC distribution line while the shop drawings and fabrication of the steel lines is being completed. Phase 2 will consist of the construction of the steel transmission line that can begin upon receipt on site of the steel pipe, while the 3rd phase included the abandonment of the existing waterlines, construction of curb ramp improvements and paving. CCI's has the resources and ability to construct multiple phases with multiple crews simultaneously without sacrificing safety and needs of the community. With this approach, we anticipate completing the project 6 months ahead of schedule.

To ensure a quality project is delivered to the City, the CCI Team has established a quality control plan that has been proven effective through the success of past projects and reputation for trouble-free project construction. This QA/QC program is applied to all CCI projects to maintain the highest quality and accuracy of the construction and deliverable products. CCI performs quality cost effective work that is delivered on time and meets the goals of the City and needs of the community.

## Community Outreach

CCI has identified CityWorks as the exclusive Community Liaison for this project. CityWorks will work cooperatively with, and provide assistance to the City's public outreach team. Cityworks is experienced in fulfilling Community Liaison services for waterline projects, as Cityworks is currently providing these services for similar pipeline projects for the City. 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.

TAB 3.

# PROJECT TEAM





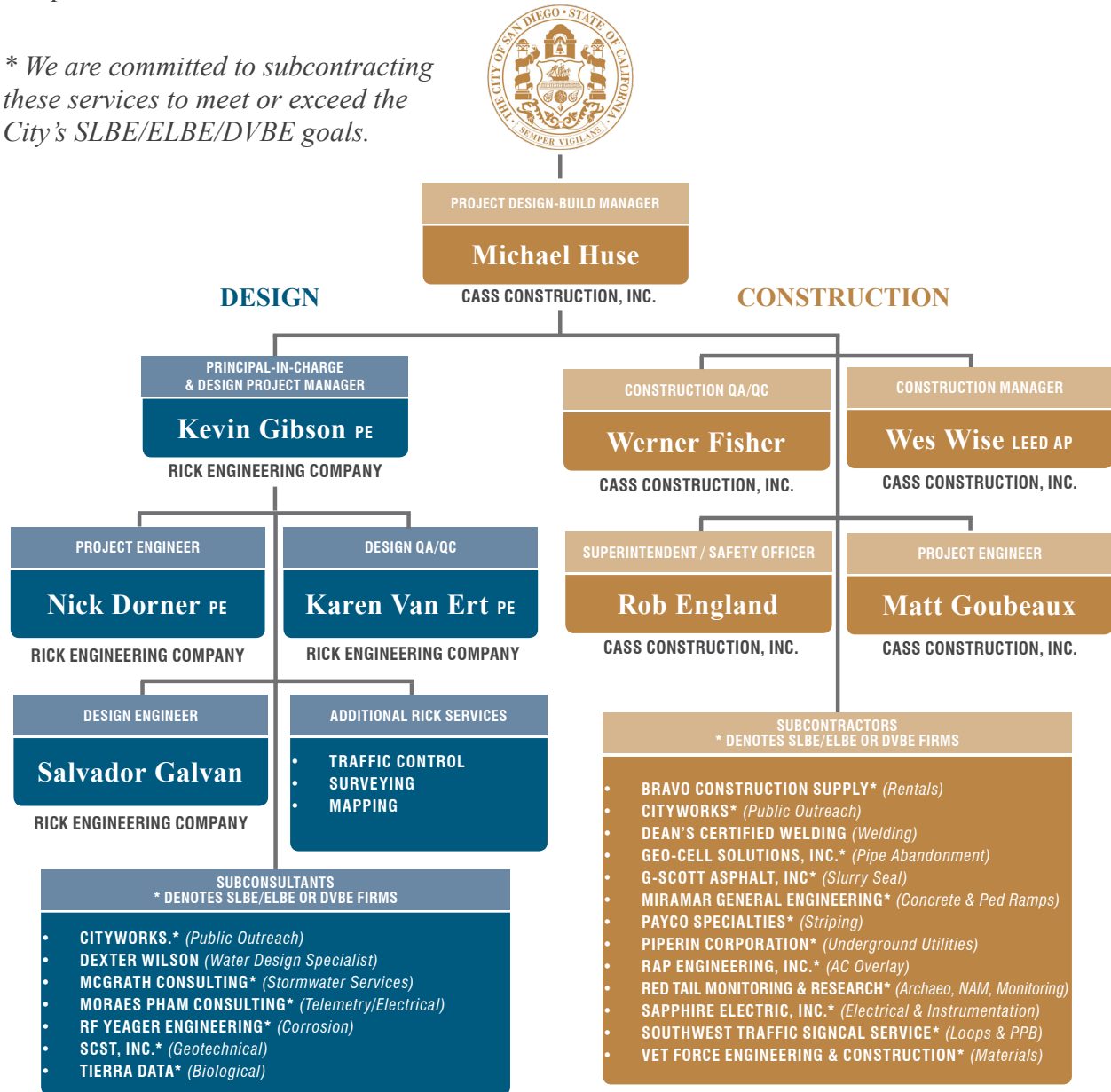


## 5.0 Project Team

### 5.1 Organizational Structure

The CCI Design-Build team that we have assembled includes the most experienced and well suited individuals to meet the City’s needs for the MACC Task Number 4 project. As can be seen below in the organizational chart, Mike Huse will serve as the main Point-of-Contact and oversee the Design-Build team for this project, while Kevin Gibson will serve as the lead for Design. We have outlined the key personnel that will be assigned to this project and have also included the key subconsultants that will be a part of this contract.

*\* We are committed to subcontracting these services to meet or exceed the City’s SLBE/ELBE/DVBE goals.*



To further detail the experience of our key personnel, we have provided assignments of key personnel in the following pages.



## MACC TASK NO. 4: Otay 2nd Pipeline Phase 2 & AC Woodman Street Pipeline Replacement

### **Michael Huse: Design-Build Project Manager & Point-of-Contact**

Mr. Huse will serve as the Design-Build Project Manager for this project. In this role he will oversee all phases of design and construction ensuring that all design services, project milestones, and construction activities are completed on time, of the highest quality and to the satisfaction of the City of San Diego, meeting all design and construction requirements of the design-build contract. He has 23 years of experience, with 18 years of relevant project manager experience. He was a member of the City of San Diego's Construction Management Team of Year for the Chollas Valley Trunk Sewer Phase II and the Project Manager for Via Alicante Storm Drain Replacement that was the City of San Diego's project of the Year for utilities under \$2 million dollars. He also served as Project Manager for the Ruffin Road Emergency Storm Drain Replacement (2009 APWA Disaster-Emergency Project Merit Award) and the Murphy Canyon Storm Drain Replacement (2010 APWA Project of the Year & 2010 ASCE Outstanding Water Quality, Flood and Drainage Project). It will be his responsibility to ensure that all contractual requirements are strictly adhered to and a quality project is delivered to the City in a timely manner. Mr. Huse will develop the project work plan and schedule that describes how the Project Team will complete the project on schedule, within the contract budget, and meet all Engineering and Capital Projects Department and Water and Sewer Design Division requirements.

### **Werner Fisher: Construction Quality Control Manager**

Mr. Fisher will serve as the Construction Quality Control Manager for this project and will oversee the Quality Assurance and Quality Control for all aspects of this project. This includes providing input during the design phase as it relates to the constructability of the pipelines, and will be hands-on during the construction phase to ensure all QA/QC and safety protocols are being implemented. Some of his notable City of San Diego projects include the 7th Avenue Accelerated Sewer Relocation Project and the 60th Street Accelerated Sewer Project. Additional relevant projects include the Oak Knoll Trunk Sewer Replacement (City of Poway), Peacock Hills Service Area Pressure Regulating Station (City of Oceanside), and the Graves Avenue Reservoir (Padre Dam Municipal Water District).

#### **Education**

Bachelor of Science  
in Natural Resources  
Management, California  
Polytechnic State  
University San Luis Obispo



#### **Certifications**

- First Aid card
- Certified in CPR
- Excavation Competent Person
- Confined Space
- BMP, SWPP, and Heat Illness Prevention





## MACC TASK NO. 4: Otay 2nd Pipeline Phase 2 & AC Woodman Street Pipeline Replacement

### **Wes Wise, LEED AP: *Construction Manager***

Mr. Wise will serve as the Construction Manager for this project. In this role, he will coordinate all construction activities and ensure that all construction milestones are met for his scope of work. He has more than 22 years experience as a general engineering contractor. He has been involved with construction projects in a variety of delivery methods that include Design-Build, Bid-Build, Construction Manager at Risk (CMAR), Multiple Award Construction Contracts (MACC), Emergency Services, As-Needed Services, and Consultant Services. Over the course of his career he has built and managed a variety of construction projects that include pipeline assessment, water and sewer group jobs, storm water projects, water & sewer treatment facilities, water pump stations, sewer lift stations, large diameter tunnel projects, pipe bursting, pipe rehabilitation, direction drilling, jack & bore, micro-tunneling, large diameter steel & PVC water mains, concrete and structural demolition, flow control facilities, PRS stations, portable crushing systems, road widening, and asphalt overlay paving projects. Notable City of San Diego projects include the Pump Station 77 Force Main Condition Assessment, the Condition Assessment of Three Water Transmission Pipelines, the Condition Assessment of El Monte Raw Water Pipeline, and the Otay 2nd Pipeline Improvements project.

### **Education**

Bachelor of Science in  
Business Administration



### **Rob England: *Superintendent/Safety Officer***

Mr. England will serve as the Superintendent/Safety Officer for this contract. In this role, he supervises and conducts personnel safety training, complying with CCI code of safe practices and OSHA regulations. Police jobs for work place safety and review foreman's weekly tailgate / safety meetings. He has more than 22 years of underground utilities experience, the past 18 years of which have been with CCI. Mr. England has been a part of all aspects of jobs ranging from \$500 to \$14 million. He has worked as a foreman on many jobs and currently have over 50 jobs completed as a superintendent. Notable City of San Diego projects include: Penasquitos Views Trunk Sewer, 60th Street Accelerated Sewer Project, Campus Point Emergency Storm drain Repair, and the Lake Murray Trunk Sewer.

### **Certifications**

- First Aid card
- Certified in CPR
- Excavation Competent Person
- Confined Space
- BMP, SWPP, and Heat Illness Prevention





## MACC TASK NO. 4: Otay 2nd Pipeline Phase 2 & AC Woodman Street Pipeline Replacement

### **Matt Goubeaux: *Project Engineer***

Mr. Goubeaux will serve as Project Engineer who will perform constructability and value engineering reviews during the design phase, and during the construction phase, and assist to quickly and efficiently resolve any challenges that may arise in the field. With more than 22 years of experience, he is an Estimator and Project Manager at CCI for public works, commercial, and residential projects up to \$20 million. He has extensive experience in projects involving sewer, water, storm drainage, reinforced concrete structures, turnkey site improvements, sewer lift stations, water booster stations, and general contracting project management. Relevant projects include the Catalina Transmission Pipeline Emergency Replacement Design-Build Project (City of San Diego), and the Camp Pendleton Marine Corps Exchange, Design-Build Project (Federal MACC), Sweetwater Dam 36-Inch Raw Water Pipeline Replacement, (Department of Dams) and the Phase 1 & 2 Pipeline Rehabilitation Project (Temescal Valley Water District).

#### **Education**

Bachelor of Science Civil & Construction Engineering & Management, Purdue University



### **Kevin R. Gibson, PE: *Design Project Manager***

Kevin Gibson is a Principal of the Public Works Division of RICK and will be the Design Project Manger for this project. He will be responsible for overseeing all aspects of the design and working in tandem with the Design-Build Project Manager to ensure that all design documents are completed to the highest quality and on schedule.

He has 27 years of experience with pipeline and public works infrastructure projects in the San Diego region. His responsibilities include coordinating design concepts with clients and all pertinent stakeholders, coordination and implementation of engineering designs through construction, and supervision of the civil engineering design teams. He has managed the design services on the completion of a number of large multi-disciplined pipeline projects, design-build projects, emergency projects, as-needed contracts, and other public works projects for the City of San Diego. His recent projects include the Pacific Beach Pipeline South, Catalina Transmission Pipeline Emergency Replacement, and the 30th Street Pipeline Replacement Projects. Kevin will bring the experience gained from these projects and the familiarity with working with Public Works and Public Utilities Departments' staff to developing the designs of the pipeline for this project.

#### **Education**

Bachelor of Science in Civil Engineering, University of Wisconsin

Masters in Business Administration, San Diego State University

#### **Registration**

Registered Professional Engineer, CA # 52295





## MACC TASK NO. 4: Otay 2nd Pipeline Phase 2 & AC Woodman Street Pipeline Replacement

### **Nick Dorner, PE: *Project Engineer***

Mr. Dorner will serve as a Project Engineer for this project. With more than six years of experience, he has been the Project Engineer on multiple Public Works projects with the City of San Diego and has extensive knowledge in the design and construction of water and sewer facilities as well as highway and roadway improvement projects. Mr. Dorner has a great understanding of the City of San Diego’s standards and has used this in the design and preparation of plans, specifications, and estimates (PS&E). Some representative City of San Diego projects include the Pacific Beach Pipeline South, 30th Street Pipeline Replacement, West Mission Bay Drive Bridge Replacement, and the Catalina Transmission Emergency Pipeline Projects. Mr. Dorner will bring his knowledge of managing and coordinating projects with Public Works and Public Utilities staff for the design and construction of this project.

#### **Education**

Bachelor of Science in Civil Engineering, San Diego State University

#### **Registration**

Registered Civil Engineer, CA#83491



### **Karen Van Ert, PE: *Design Quality Control Manager***

Ms. Van Ert will serve as the Design Quality Control Manager. With more than 24 years of experience, she is an Associate at RICK’s San Diego office. Along with supervising a team of drafters and designers, Ms. Van Ert is experienced in the design of streets, grading, drainage systems, and underground improvements associated with single and multi-family residential projects, commercial projects, and public works projects. She has served as the Design Quality Control Manager on projects including the Pacific Beach Pipeline South, the Pacific Highlands Ranch Recycled Waterline, and various projects for the United States Olympic Committee (USOC). She has also served as the Construction Manager for the Pacific Beach Pipeline South and for various private development projects. Additional City of San Diego projects include Fire Station No. 5 and Torrey Pines Rd Phase 2.

#### **Education**

Bachelor of Science in Civil Engineering, San Diego State University

#### **Registration**

Registered Civil Engineer CA # 56991



### **Salvador Galvan: *Design Engineer***

Mr. Galvan will serve as Design Engineer for this project. With more than five years of experience, he has assisted in the design and preparation of plans, specifications and estimates (PS&E) for a number of City of San Diego public works infrastructure projects, utilizing City design and CADD standards. Mr. Galvan has design experience with projects involving water, recycled water and sewer pipelines, roadway, and pedestrian ADA improvements. Some representative projects include the Pacific Beach Pipeline South, Pacific Highlands Ranch Recycled Waterline, Catalina Standpipe Design-Build Project, and the 30th Street Pipeline Replacement project.

#### **Education**

Bachelor of Science in Civil Engineering, San Diego State University





### 5.1.1. Civil

#### **Rick Engineering Company (*Lead Civil Design*)**

RICK has more than a 60-year history of designing pipeline infrastructure projects in the City of San Diego. During our six decades of designing our region's infrastructure, RICK has built a reputation of being a quality and innovative company. It is this quality of service and innovative techniques that the RICK Team will bring to this project.

*Pipeline Experience:* RICK has extensive experience designing large diameter pipeline systems involving similar design and phasing components to this project. Similar experience includes the City's Pacific Beach Pipeline South, 30th Street Pipeline Replacement and Catalina Transmission Pipeline Emergency Replacement projects. RICK understands what is involved in designing and managing a project of this size and complexity. Additionally, they have the familiarity and long-standing history of collaborating with community groups and other local stakeholders. Their team is organized to provide the required services with the necessary capacity of resources to complete this project. Their experience and knowledge make them capable of accommodating the anticipated and unanticipated challenges that may arise under this contract.

*Services for this Project:* For this contract RICK will provide the civil design services for the design of the Otay 2nd Phase 2 pipeline and the Woodman Street AC pipeline replacement. This will include providing the drawings and specifications for the water pipeline, abandonment of the associated Otay 2nd and AC water pipelines, ADA compliance design, and associated surface improvements, and traffic control plans. Additionally, RICK will be responsible for overseeing the design work performed by the design subconsultants and leading the QA/QC efforts during the design stage of the project.

#### **Dexter Wilson (*Water Design Specialist*)**

Dexter Wilson Engineering, Inc. (DWE) is a local engineering firm which provides water, wastewater, and recycled water expertise to cities, special districts and private companies. DWE was established in 1983, and for the last 33 years has been involved with the planning, design, and construction management of water infrastructure projects for the City, including Pacific Beach Pipeline South and 30th Street Pipeline Replacement projects. DWE will provide specialty design for connections, flow, meter, and third party review for constructability and system operations that meets the PUD's requirements.

#### **McGrath Consulting (*Stormwater Services*)**

McGrath Consulting is an ELBE stormwater services firm that is dedicated to providing superior, comprehensive stormwater quality compliance assistance to public sector clients. Their staff consists of both Qualified Stormwater Developers (QSD) and Qualified Stormwater Practitioners (QSP), drawing upon many years of multi-disciplinary experience ranging from governmental oversight to general engineering contracting. Their extensive construction experience provides for intimate knowledge pertaining to Construction Stormwater Compliance which for this project, McGrath Consulting will prepare the WPCP.



### 5.1.2. Environmental

#### **Tierra Data (*Biological*)**

Tierra Data Inc. offers professional consulting services in natural resources planning, surveys, and management. A small business since 1986, and a SLBE with the City of San Diego. They specialize in collaborative, interdisciplinary resolution of natural resource issues. They are committed to a scientifically defensible approach to ecological problems, long-term client relationships, and high quality service.

This project will include excavations pits along the existing pipeline to be abandoned and the construction of the proposed pipeline that are within or adjacent to Multi Habitat Planning Area (MHPA). This portion of the project will, therefore, be subject to the MHPA land use adjacency mitigation requirements specified under AMND Section V (Mitigation, Monitoring and Reporting Program (MMRP)). The MMRP requires that the project comply with the MHPA Land Use Agency Guidelines (LUAG) plus conditions for the federal listed as threatened coastal California gnatcatcher (CAGN: *Poliophtila californica californica*).

The work to be performed by Tierra Data includes pre-construction surveys, pre-construction environmental training, construction monitoring, and post construction monitoring and reporting.

### 5.1.3. Geotechnical

#### **SCST, Inc. (*Geotechnical*)**

Established in 1959, SCST, Inc. is a professional geotechnical engineering, environmental science and engineering firm headquartered in San Diego. They are a certified Service-Disabled Veteran-Owned Small Business (SDVOSB) and Disabled Veteran Business Enterprise (DVBE) firm. SCST has a diverse background working on a variety of projects in both the public and private sectors with substantial federal experience across the entire South Pacific and Midwest regions. The firm operates one of the most complete and sophisticated geotechnical and materials testing laboratory in San Diego County. SCST will provide the Geotechnical investigation for this project to be performed at key locations along the pipeline and at the trenchless construction portion that extends between Carefree Drive and South woodman Street.

### 5.1.4. Corrosion

#### **RF Yeager Engineering (*Corrosion*)**

RF Yeager Engineering is a DVBE/SBE and SLBE certified corrosion engineering firm providing corrosion control inspections and design services for the oil, fuel, water, and wastewater industries. Established in 2004, they have built strong relationships with many of the local public agencies and municipalities and truly believe that Client and Owner satisfaction is the method in which to measure a project's success.

RF Yeager will provide the construction details and specifications for the corrosion protection of the 48-inch CML and TW pipeline and appurtenances. Additionally, RF Yeager will provide close coordination with the City's Corrosion Section to assure that the cathodic protection systems between the Otay 2nd Phase I and Otay 2nd Phase II projects are complete and that the entire Otay 2nd pipeline is protected from corrosion.



### **5.1.5. Electrical, 5.1.6 Instrumentation & Controls**

#### **Moraes Pham Consulting (*Electrical/Telemetry*)**

Moraes/Pham & Associates (MPA), a City of San Diego ELBE firm, was established in 1988 and provides electrical instrumentation and control design services on a wide range of public infrastructure projects. MPA is thoroughly familiar with motor controls, MCC's, standby generators, VFD's, power quality, PLC's, telemetry and their interaction with each other. They have provided electrical and telemetry services on a number of water and sewer facilities for the City of San Diego.

For this project MPA will development the plans and specifications for the electrical and telemetry for the proposed Otay 2nd Pipeline (Potomac Valve) Meter and the replacement of the Carefree Drive Meter SCADA and Instrumentation. This work will include the coordination with SDG&E for the electrical service point of connection required for the new meter pedestal.

#### **Additional Subconsultants**

##### **CityWorks (*Public Outreach*)**

CityWorks provides strategic outreach and communication services for the planning and construction of major infrastructure projects. For more than 20 years, CityWorks has been assisting clients engage a wide range of stakeholders, including elected officials, partners, community planning groups, business districts, institutions / schools, individual businesses and residents.

In addition to being a certified ELBE firm, CityWorks also has recent experience on performing public outreach on similar water pipeline projects including the Pacific Beach Pipeline South and the 30th street Pipeline Replacement projects. The outreach services that are to be provided on throughout the design and construction phase of this MACC task include; preparing a detailed communication plan, developing a stakeholder database, providing proactive outreach with schools, recreation center, businesses and residents, presenting a community group meetings, and providing notification letters, fact sheets, newsletters, door hangers, webpage updates and tracking of project inquires.



TAB 4.

# TECHNICAL APPROACH & DESIGN CONCEPT





## 6.0 Technical Approach & Design Concept

### 6.1 Technical Approach

#### Project Description

The objective of the MACC Task Number 4 project is to construct approximately 1.5 miles (7,700 linear feet) of new 48-inch CML&TW Welded Steel transmission main. The pipe will connect to the existing Otay 2nd Pipeline at the intersection of Skyline Drive and South Woodman Street and will travel south along South Woodman Street, Paradise Valley Road, and Potomac Street where the pipe will connect back into the existing Otay 2nd Pipeline approximately 150 feet east of the intersection of Potomac Street and Alta View Drive. A portion of the existing Otay 2nd Pipeline will be abandoned in place from Skyline Drive to the Paradise Mesa Water Pump Station (WPS) to the south, which is roughly 3,946 linear feet.

The AC Woodman Street Pipeline Replacement Project will replace approximately 1.4 miles (7,190 linear feet) of existing AC pipe ranging in size from 8-inch, 10-inch, 12-inch, and 16-inch with new distribution mains, ranging in size from 8-inch, 12-inch, and 16-inch PVC pipe C900. The distribution main will begin at the intersection of Arroyo Seco Way and South Woodman Street and will travel south along South Woodman Street and Paradise Valley Road where the pipe will connect back into the existing pipeline network near the intersection of Paradise Valley Road and Parkland Way. The distribution main will be constructed parallel to the existing main, which will be abandoned in place once the new distribution main is in operation.

The project will also include, but is not limited to the replacement of existing curb ramps, development of traffic control, pavement restoration, etc. See Figure 1 on the following page for an understanding of the proposed alignments and existing alignments. Both projects are driven by the need to replace outdated pipe work and a desire to provide a reliability and operational flexibility to the Paradise Hills/ Paradise Mesa Water System.

#### Technical Approach

The technical design approach that our team will implement for this project will incorporate the successful approach that we have implemented on recent projects, such as the Catalina Transmission Pipeline Emergency Replacement project. The goals of the design include:

- Keep the existing transmission and distribution lines in service during construction
- Identify and account for utility conflicts early in the design process
- Minimize water shut downs to customers
- Reduce impacts to the community
- Ensure access to public facilities such as schools, parks, recreation center and businesses.

The following design process provides efficiency and accuracy of the design documents resulting in streamlined construction of the pipeline facilities.



**Communication Plan** – A successful project begins and ends with thorough communication between our team, City Departments and community stakeholders. At the initial kickoff meeting, our team will present a detailed communication plan that includes the community outreach that will be performed by our Public Information Officer.

**Research and Preliminary Design** – Our team will review the available as-built information, perform field visits and geotechnical investigation to develop the base map and preliminary design for the project. This will lead into a Basis of Design Memo that describes the alignment, pipe materials and appurtenances and design calculations as necessary for the design of the project.

**Design Submittals** – Our design team will advance the preliminary alignment to the 30% submittal stage to include preliminary vertical alignment information. During the 30% review by the City our team will perform subsurface utility investigations (potholing) of the existing utilities, which is described below. Based on the feedback and the results of the potholing investigation, our team will develop the documents for submittal at the 60%, 100% and final stages for City review and approval.

**Subsurface Utility Investigation** – Performing physical potholing of the existing utilities is a critical aspect of the design process that our team has found to be successful when performed prior to the 60% submittal. This is especially relevant for the Otay 2nd Pipeline, as the 48-inch pipe will require to cross not only storm drain and sewer crossings, but also the distribution waterline that transverses across South Woodman Street. This will result in portions of the pipeline requiring to be dipped under the existing utilities, which will be crucial to the development of the steel pipeline design / shop drawings and the ordering of the steel pipe and fittings.

**Quality Assurance and Quality Control** – The CCI team understands that a QA/QC plan is essential to the success of a project. Quality has been part of CCI and RICK during our tenured histories of performing design and construction. We will perform a QA/QC review at all submittal stages, and have developed a plan for this project that is described in more detail later in this section.

**Final Approval** – Upon receipt of the 100% submittal review comments from the City wide plan check, our team will resolve any last issues and incorporate final revisions into the design documents. It is at this point that our team will schedule the preconstruction meeting, upon receipt of the Construction notice to proceed.

### **Key Design Components**

The 48-inch transmission and AC distribution replacement projects both include various aspects and components that are vital to the success of the design and construction of the pipelines. It is important that these components are identified in the early phases of the project in order to coordinate with the City’s Public Works Department, Public Utilities Department (PUD), and the potential stakeholders affected by the project. These components are identified in Figure 1 and discussed in the following pages.



# MACC TASK NO. 4: Otay 2nd Pipeline Phase 2 & AC Woodman Street Pipeline Replacement

**FIGURE 1**

## KEY COMPONENTS



**A**  
CONNECTION AT  
SKYLINE DRIVE



**B**  
TRENCHLESS  
CONSTRUCTION



**C**  
CONNECTION TO  
EXISTING PIPES



**D**  
PARADISE MESA 1 WPS



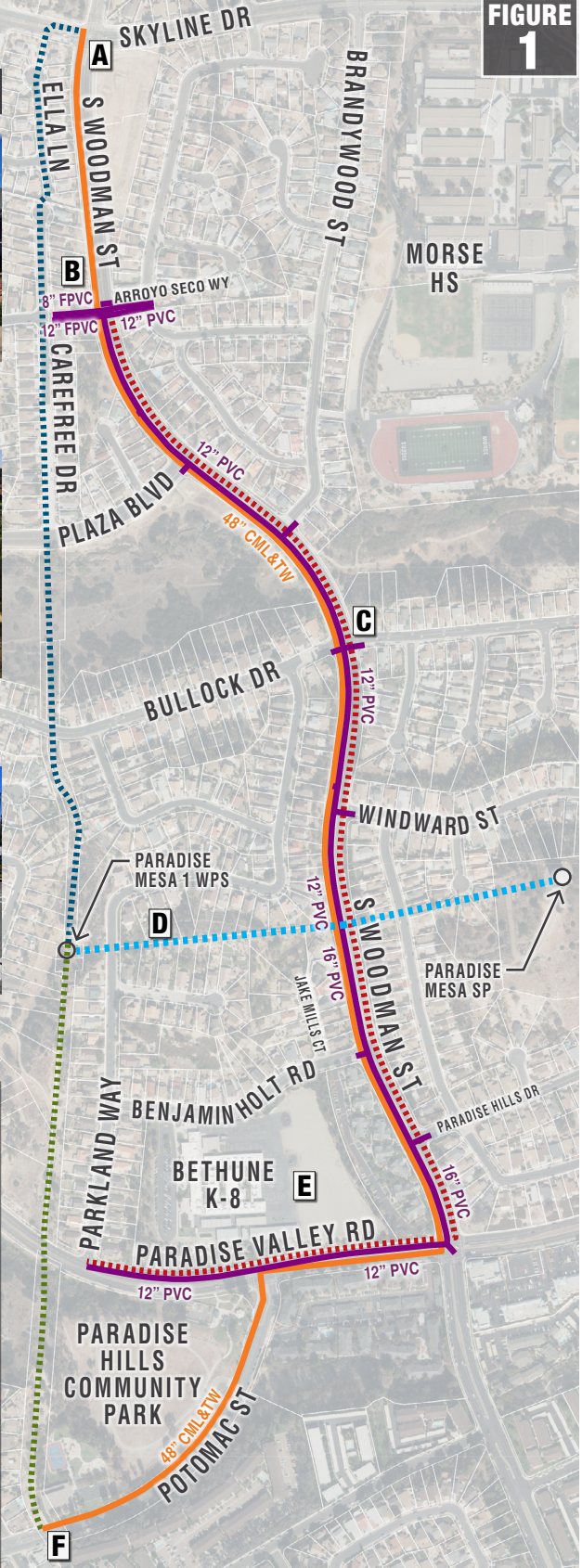
**E**  
MORATORIUMS/  
RESTRICTIONS



**F**  
CONNECTION ALONG  
POTOMAC STREET

## LEGEND

- PROPOSED 8", 12", & 16" PVC DISTRIBUTION MAIN (**PHASE 1**)
- PROPOSED 48" CML&TW TRANSMISSION MAIN (**PHASE 2**)
- - - ABANDON EXISTING 48" CMLCS & 36" STL TRANSMISSION MAIN (**PHASE 3**)
- - - ABANDON EXISTING 8", 10", 12", & 16" ACP DISTRIBUTION MAIN (**PHASE 3**)
- - - EXISTING 36" STL TRANSMISSION MAIN (TO STAY IN SERVICE)
- - - EXISTING 24" SCRCP – PARADISE MESA PIPELINE (TO STAY IN SERVICE)



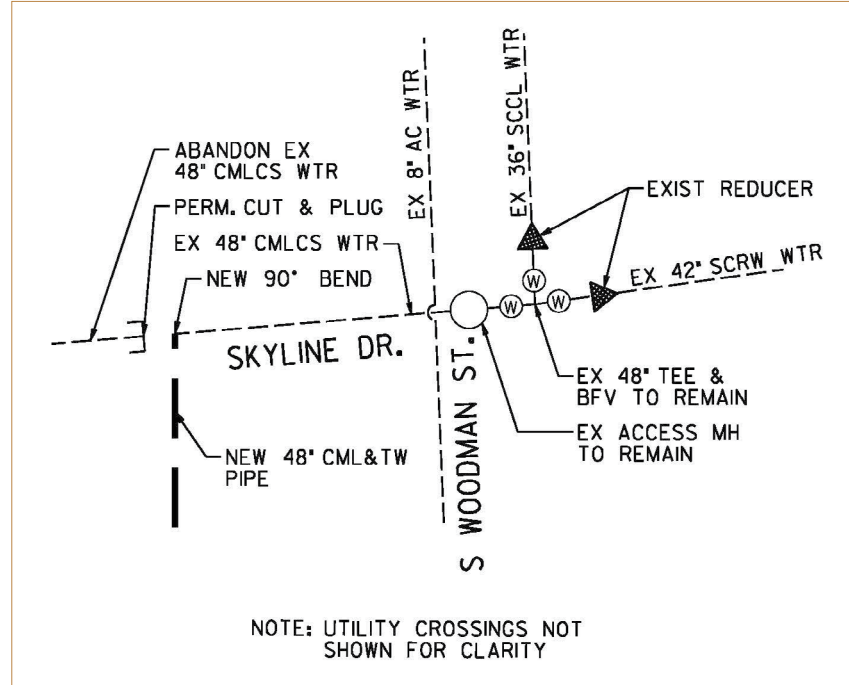


### A. Connection at Skyline Drive

As part of the project, the new 48-inch CML&TW steel transmission main will connect to the existing Otay 2nd Pipeline at the intersection of South Woodman Street and Skyline Drive as shown in Figure 2. To avoid having to affect the existing 48-inch tee and to save the City time and cost, the project team proposes to utilize a portion of the existing 48-inch CMLCS pipe along Skyline Drive and install a 90 degree elbow, approximately

40 feet west of the existing tee, to travel south along South Woodman Drive. The existing 48-inch pipe to the west of the elbow will be permanently cut and plugged and the pipeline will be abandoned southerly to the Paradise Mesa 1 WPS.

**Figure 2 Skyline Connection**



### B. Trenchless Construction

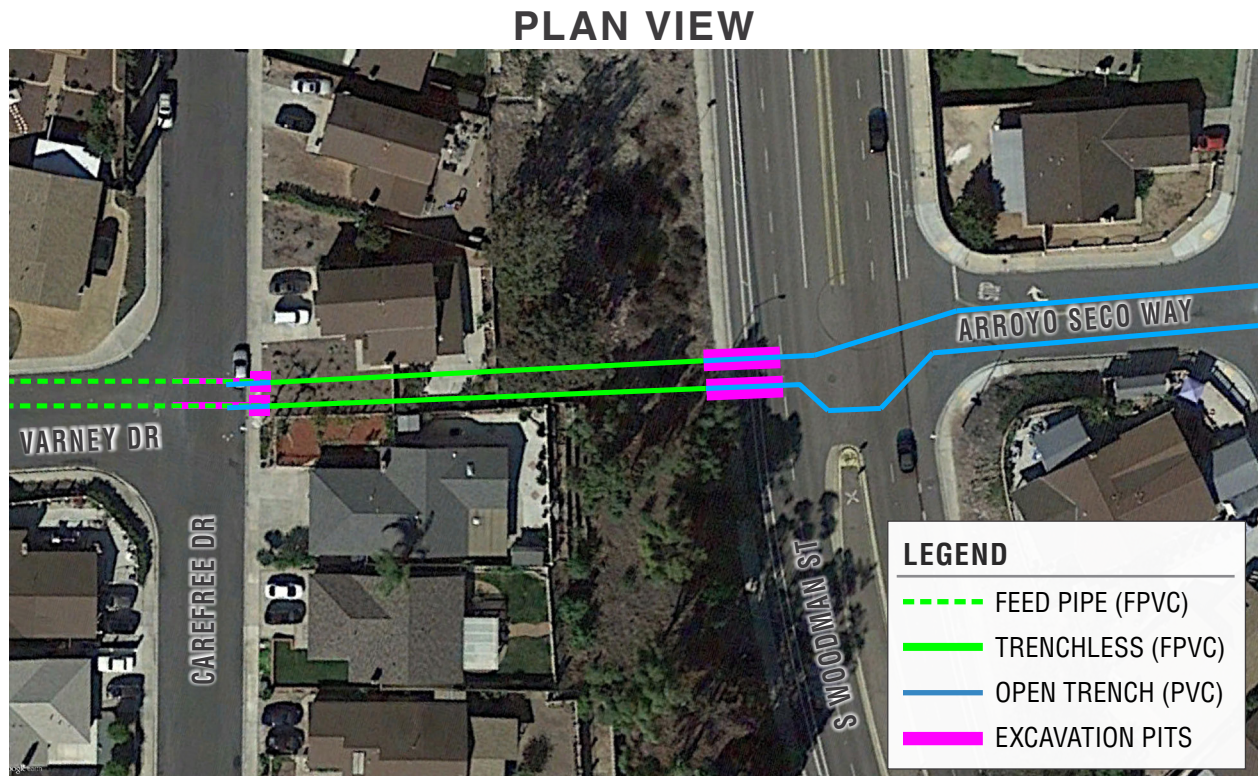
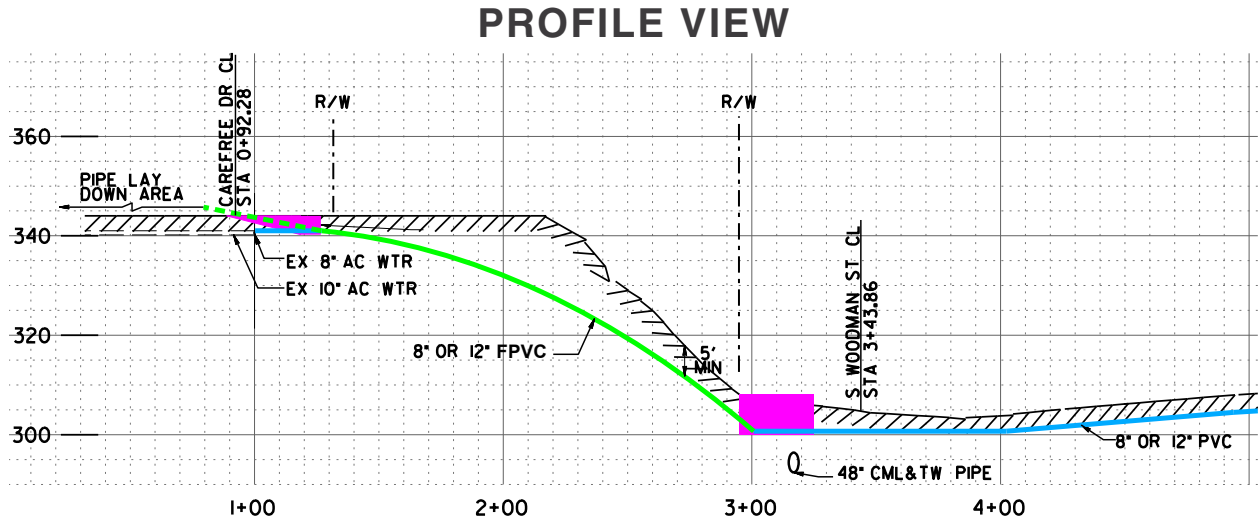
There will be one section along the project that will require trenchless construction for two parallel FPVC distribution mains ranging in size from 8-inch to 12-inch. This section begins at the intersection of Carefree Drive and Varney Drive and runs east down a steep slope onto South Woodman Street as shown in Figure 3. The proposed method will be Horizontal Boring and the technique will be Horizontal Directional Drilling (HDD). HDD best fits this situation because it allows for a drilling rig (30'x 8.5') to be set up at the bottom of the slope along South Woodman Street and for a containment pit (8'x 8'x 6') to be set up at the top of the slope within the intersection of Carefree Drive and Varney Drive, which minimizes the amount of excavation required compared to other methods (Horizontal Auger Boring). This method also provides the Contractor the ability to control the angle of entry for the pipe and to control the alignment of the pipe as it travels along the slope. There will also be a pipe lay down area required, which will be placed to the west of the containment pit along Varney Drive.

### C. Connection to Existing Pipelines

Existing pipes which connect to those identified in this project will be replaced to the curb returns on the adjacent side streets and upsized to meet the City's current standards for distribution pipelines and shall be reduced down at the connection to the existing. The limits of replacement has been typical for other pipeline projects with the City. This will prevent future projects from having to enter the intersection, which will prolong the life span of the pavement and reduce traffic control issues for future projects.



*Figure 3 Plan & Profile of Trenchless*





#### **D. Paradise Mesa 1 WPS**

The project does not propose to affect the existing Paradise Mesa 1 WPS as this is proposed to be replaced/upgraded as part of a separate project with the City in the future. The existing 24-inch SCRPC pipe that runs east from the Paradise Mesa 1 WPS, crosses South Woodman Street between Windward Street and Benjamin Holt Road and connects to the existing AC distribution main that is to be replaced. This project will replace the connection of the distribution main to the existing 24-inch pipe to allow the Paradise Mesa 1 WPS and the Paradise Mesa Standpipe (SP) to the east of the project to remain connected. It is important to maintain operation of the 24-inch pipeline as this feeds the Paradise Mesa SP, which in turn feeds the surrounding residences of the 610 HGL Zone.

The existing 36-inch transmission main that travels north from the Paradise Mesa 1 WPS will be abandoned in place and the 36-inch transmission main that travels south from the Paradise Mesa 1 WPS will remain in service until a future City project replaces the WPS.

#### **E. Moratoriums/Restrictions**

There are several moratoriums that will need to be considered during the construction of this project which will require coordination with the City and proper scheduling of construction related activities. The moratoriums/restrictions being considered for this project include:

- **16-inch and Larger Transmission Main Shutdown Moratorium** - See section 6.2.6 for information on this moratorium.
- **Street Resurfacing Moratoriums** - The project is in conflict with multiple street resurfacing moratoriums along South Woodman Street and Paradise Valley Road, however, a waiver was granted by the City for this project on July 2, 2015. This will prevent delays to construction of this project, which will provide a time and cost savings to the City.
- **School Event/Recreation Center Restrictions** - There are multiple schools in and around the project that will need to be considered with this project (Bethune Elementary and Morse High School). The Bethune Elementary School is located at the intersection of South Woodman Street and Paradise Valley Road, with access to the school off of Benjamin Holt Road, which will require coordination during construction to avoid various school activities that may be affected.

Additionally, the Paradise Hills Recreation Center is located along Potomac Street so the contractor will need ensure that access is provided to this facility at all times during construction to avoid disruptions to the surrounding community.

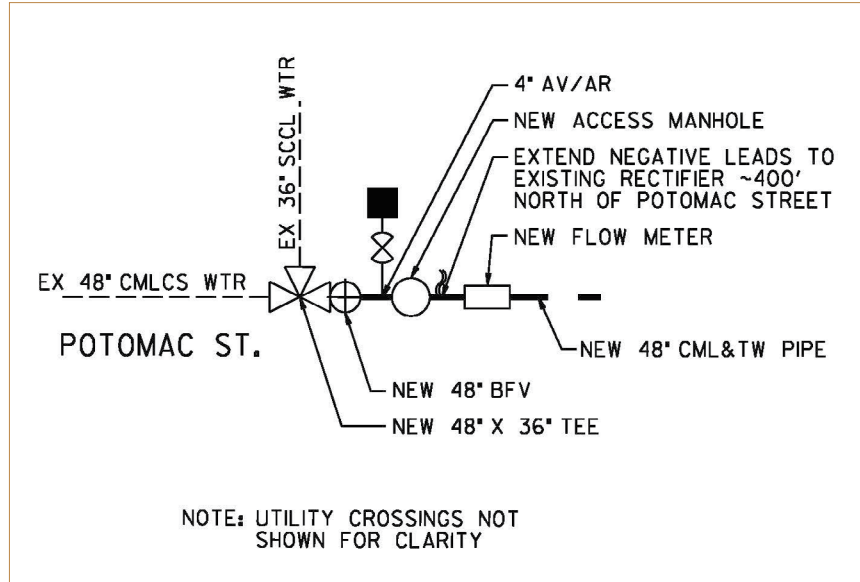


## F. Connection along Potomac Street

As part of the project, the new 48-inch CML&TW steel transmission main will connect to the existing Otay 2nd Pipeline along Potomac Street where the existing pipeline turns 90 degrees and travels north through the environmentally sensitive canyons. The project team proposes to remove the existing 90 degree bend and replace it

with a 48-inch x 36-inch tee that has a new 48-inch butterfly valve installed along the new 48-inch CML&TW pipeline as shown in Figure 4. Additionally, an access manhole and a flow meter will be installed and negative leads will be connected to the existing rectifier that is approximately 400 feet to the north along the existing 36-inch pipeline.

*Figure 4 Potomac Connection*



## 6.2 Technical Proposal Elements

### 6.2.1 Pipeline Alignment, Size, and Locations of Appurtenances

#### A. 48-inch CML&TW Welded Steel Pipe & Appurtenances (Transmission)

There is approximately 7,700 linear feet of 48-inch CML&TW Welded Steel Pipe being installed along South Woodman Street and Potomac Street to replace the existing 36-inch SCCL and 48-inch CMLCS transmission pipe being abandoned to the west. Below is a brief description of appurtenances required for the 48-inch transmission pipe:

#### *48-inch CML&TW Welded Steel Pipe*

Cement Mortar Lined & Tape Wrapped (CML&TW) Welded Steel Pipe will be used as the transmission main for this project. The welded steel pipe and fittings shall conform to AWWA C200, the cement mortar lining shall conform to AWWA C205, and the coating and tape wrap shall conform to AWWA C214 and AWWA C209. The transmission main will be constructed at a minimum depth of 5-feet (unless calculations showing less cover is acceptable are approved by the City).

#### *Butterfly Valves*

Per the City's Water Design Guidelines, valves 16-inch and larger shall be butterfly valves. In general, crosses are valved in 3 directions and tees are valved in 2 directions when in a residential area. In locations along this project where existing valves are located on each side of a tee or cross, the valves in the proposed condition will also be installed on each side of the tee or cross. A maximum spacing of a half a mile will be maintained for the valves.





### ***Water Valve Bypasses***

Based on the size of the transmission main, 6-inch bypasses will be installed along the transmission main per SDW-154 along the pipeline at crosses, tees, and at in-line valves.

### ***Blow-offs***

Based on the size of the transmission main, 6-inch blow-offs (Type A) will be installed per SDW-144 at low points along the alignment. Blow-offs will also be installed at the high side of a tee or cross, since in the event that a valve is closed, a low point will be created in this situation.

### ***Combination Air Release and Air Vacuum Valves***

Based on the size of the transmission main, 4-inch combination air release and vacuum valves will be installed per SDW-117 at high points along the alignment. Combination air release and vacuum valves will also be installed at the low side of a tee or cross, since in the event that a valve is closed, a high point will be created in this situation.

### ***Access Manholes***

36-inch access manholes will be installed a maximum of 1,600 feet apart along the alignment, per SDW-103, based on the City's Water Design Guidelines.

## **B. 8-inch, 12-inch, and 16-inch PVC Pipe and Appurtenances (Distribution)**

There is approximately 885 linear feet of 8-inch PVC Pipe, 4,950 linear feet of 12-inch PVC Pipe, and 1,360 linear feet of 16-inch PVC Pipe that will be installed to replace the existing 8-inch, 10-inch, 12-inch, and 16-inch AC distribution pipe along South Woodman Street and Paradise Valley Road. The proposed distribution line will require the following appurtenances:

### ***8-inch, 12-inch, and 16-inch PVC Pipe***

The 8-inch and 12-inch PVC pipe shall conform to AWWA C900 and the dimension ratio shall not exceed 18. The 16-inch PVC pipe shall conform to AWWA C900 with a safety factor of 2.5. The distribution mains will be constructed at a minimum depth of 3-feet per the City's Water Design Guidelines.

### ***Butterfly Valves and Gate Valves***

Per the City's Water Design Guidelines, the 16-inch valves shall be butterfly valves and smaller valves shall be gate valves. In general, crosses are valved in 3 direction and tees are valved in 2 directions when in a residential area. In locations along this project where existing valves are located on each side of a tee or cross, the valves in the proposed condition will also be installed on each side of the tee or cross. A maximum spacing of 1,200 feet for 12-inch main and 1,600 feet for 16-inch main will be maintained for the valves.

### ***Blow-offs***

Based on the size of the distribution main, 2-inch blow-offs will be installed per SDW-143 at low points along the alignment. Blow-offs will also be installed at the high side of a tee or cross, since in the event that a valve is closed, a low point will be created in this situation. If there is a nearby fire hydrant along the alignment, then the blow-off can be omitted.



**Combination Air Release & Air Vacuum Valves**

Based on the size of the distribution main, 1-inch combination air release and vacuum valves will be installed per SDW-117 at high points along the alignment. Combination air release and vacuum valves will also be installed at the low side of a tee or cross, since in the event that a valve is closed, a high point will be created in this situation.

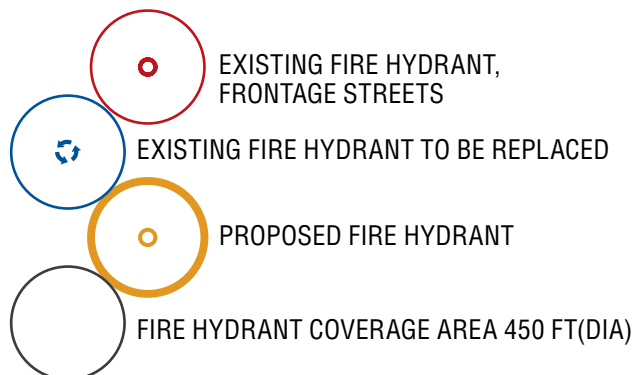
**C. Additional Appurtenances**

**Fire hydrants**

Existing fire hydrants along South Woodman St. and Paradise Valley Rd. will be replaced and additional new fire hydrants will be installed as shown on Figure 5 to obtain the 450 feet diameter coverage area. Note that the adjacent side streets have a number of fire hydrants that are included in the fire hydrant requirement, and that are anticipated to be replaced with the associated pipeline in those streets. When new water mains are extended in areas where fire hydrants are not needed for protection of structures, fire hydrants shall be installed at a spacing not to exceed 1,000 feet. See Figure 5 for the location of existing and proposed fire hydrants along the alignment.

**Water Services**

Water services will be replaced and connected to the new distribution main along the extent of the project. Existing water services that are 3/4-inch will be upsized to 1-inch and existing water services that are 1-1/2-inch will be upsized to 2-inch per the City’s requirements.



**FIGURE 5**



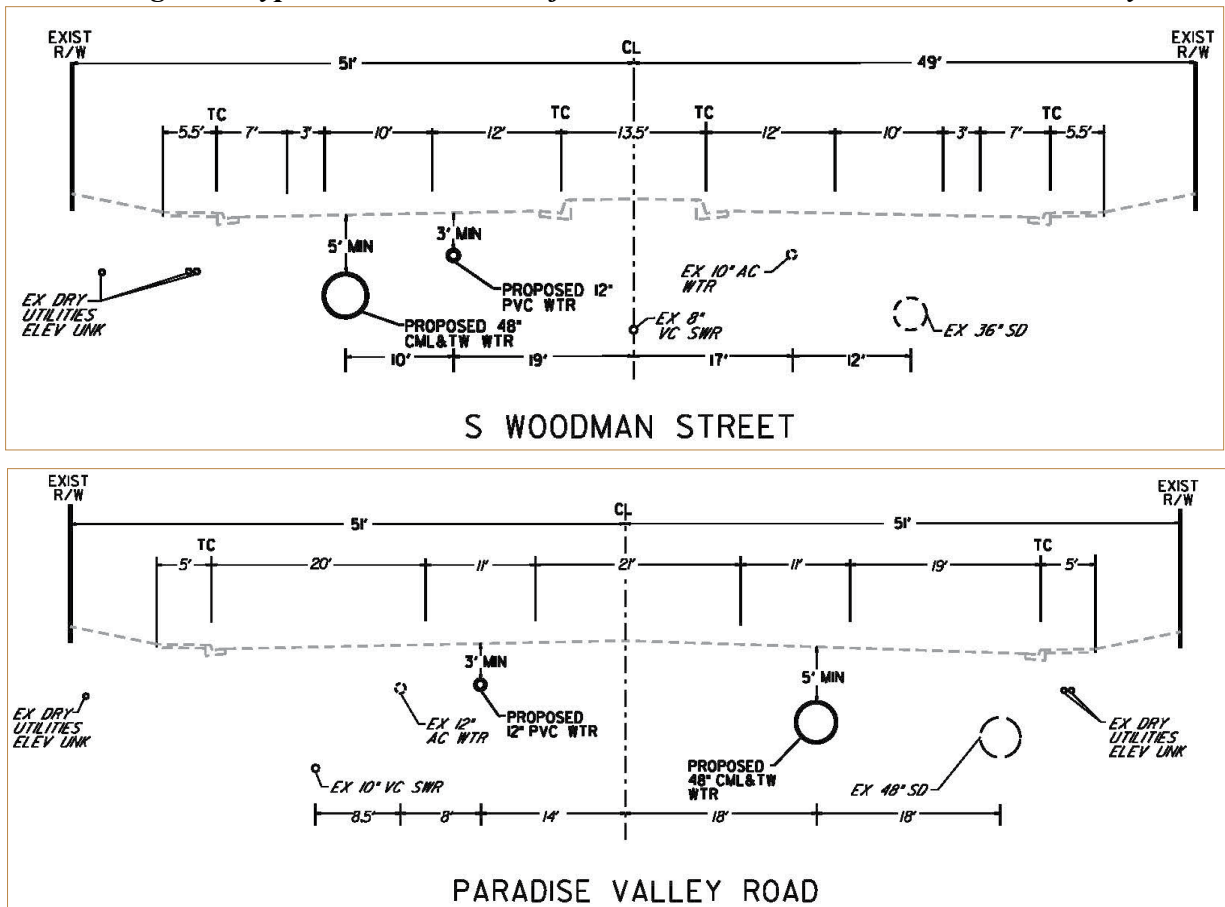
### D. Separation to Dry and Wet Utilities

The project team will work to ensure that the proposed transmission main and distribution mains satisfy the minimum separation requirements to existing dry and wet utilities as required by the State Water Resources Control Board (SWRCB), the City of San Diego’s Water Design Guidelines, and requirements that the various dry utility companies have. The following are the separation requirements between the outside edges of each pipe that will be maintained:

- Water mains to be constructed at least ten feet horizontally and one foot vertically above existing parallel sewer mains;
- Water mains to be constructed at least four feet horizontally and one foot vertically above existing parallel storm drains;
- The vertical separation specified previously is required only when the horizontal distance between the water main and sewer/storm drain is less than ten feet;
- Water mains to be constructed at least five feet horizontally from other utilities.
- Water mains to be constructed one foot vertically above when crossing sewer mains and storm drains.

These separation requirements are being satisfied by constructing the transmission and distribution mains on the opposite side of the street from the existing sewer main and storm drain as shown in Figure 6.

**Figure 6 Typical Cross Section of South Woodman Street and Paradise Valley Road**





In locations where these requirements cannot be met, a waiver will be requested from the SWRCB with concurrence from the City's Senior Engineer or Project Manager. This may be required when the water mains are unable to cross over the top of the existing sewer main and storm drains and need to cross below the existing utility. To show that the potential for contamination is minimized, the pipe class of the new water main will be increased and the joints will be positioned to avoid being located within 8 feet from the outside edge of the utility being crossed.

### **6.2.2 Traffic Control Approach**

Prior to preparation of any traffic control plans, RICK staff will schedule a meeting and/or coordinate with the appropriate City of San Diego staff in order to discuss proposed staging and traffic control based on the limits of construction, construction phasing/duration, and any other issues deemed applicable to the project goals.

Traffic control will be provided for streets with an Average Daily Traffic (ADT) volume over 10,000. For this project the following streets have been identified as meeting this requirement, based on ADT's provided by the City of San Diego:

- South Woodman Street between Skyline Drive and Paradise Valley Road
- Paradise Valley Road between South Woodman Street and Potomac Street.

The traffic control design shall not restrict access to local roadways and residential, school, or business driveways. Traffic control shall be set up to allow traffic to flow as close to normal as possible with all the necessary safety measures.

Signal coordination will be required during the setup of traffic control at/near intersections to allow for proper movement in/around traffic control zones.

Specific traffic control issues to consider within this area include:

- Traffic control hours within residential areas.
- Local area school/business operations.
- Bike traffic control measures.

Design of traffic control plans shall be per the California Manual of Uniform Traffic Control Devices (MUTCD) and the City of San Diego's traffic control design guidelines. Traffic control plans will be prepared on 22"x 34" sheets at a scale of 1"=40'.

### **6.2.3 Quality Assurance/Quality Control Plan (QA/QC Plan)**

The CCI Team has established a Quality Assurance/Quality Control Plan for this project that has proven successful on previous Design-Build projects. The effectiveness of this plan has been demonstrated by the success of our past projects and reputation for trouble-free project construction. Our team adheres to a continuous emphasis and commitment to quality control through every phase of the project, from design through construction. This is facilitated during design by utilizing the RICK's manual on quality control standards and complying with the City's QA/QC Plan Guidelines. These measures are applied to all levels of work including project scheduling, internal reviews, record keeping, documentation, and plan preparation. A quality control plan and checklists are maintained by the assigned project manager for each project task.



### Type of Review

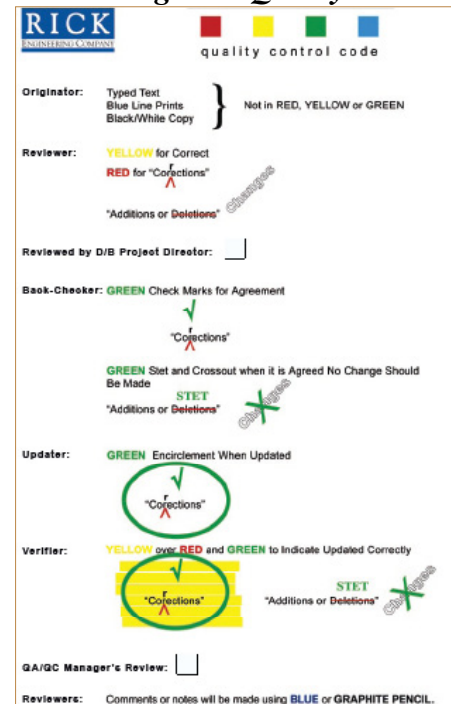
Formal reviews will be completed at every design milestone submittal. The QA/QC Reviewer will be designated to our QA/QC Manager for the project. By doing this it enables the individual to do a full independent analysis of the reasonableness, logic, constructability, and coordination of the design between sections and disciplines.

### Procedures

The following procedures will be used for the review of drawings and specifications:

1. Before transmittal to Reviewers and the Design/Build Manager, the drawings and specifications will be checked by the Project Manager and design team for content, clarity, completeness, accuracy and typographical errors. The criteria includes, but not limits to, required information for each submittal phase, drawings conform to the Contract Documents and applicable City of San Diego Design Standards, previous City review comments, if applicable, and the design is consistent with other plans and documents.
2. A reviewer will be assigned to review the final checked documents, "Quality Review Construction Documents", based on the criteria checked by the Project Manager.
3. Each review comment shall be made on a single issue set of construction documents.
4. The Reviewer shall submit the reviewed construction documents to the QA/QC Manager who will ensure that all documents have been reviewed and the QA/QC processes have been followed. The Reviewers shall retain a copy of the "Quality Review Construction Documents" that they reviewed for later reference.
5. The QA/QC Manager will then forward the reviewed "Quality Review Construction Documents" to the Design/Build Project Manager for a constructability and value engineering review, by the CCI Construction Team.
6. The design Project Manager will prepare responses showing proposed resolution of the review comments on the set of construction documents and will indicate acceptance or rejection of the Reviewer's comments.
7. The QA/QC Manager will review the responses, and coordinate comment resolution between the Design Project Manager, the Construction QA/QC Manager, and the Design/Build Project Manager to reach final resolution of all comments.
8. Upon approval by the QA/QC Manager, an "Updater" will be assigned to revise the construction documents.
9. At the final stage of design, the "Verifier" will make a final check of construction documents to ensure all the corrections have been properly made. If not, the review comment and resolution process shall be employed until all parties are satisfied that all comments have been properly resolved.
10. The completed "Quality Review Construction Documents" showing the Reviewer's comments, the Construction QA/QC Manager's comments, response and acceptance by the Design-Build Project Manager, and the QA/QC Manager's sign-off is the full QA/QC documentation of the process.

**Figure 7 Quality Control**





### 6.2.4 Paving Restoration

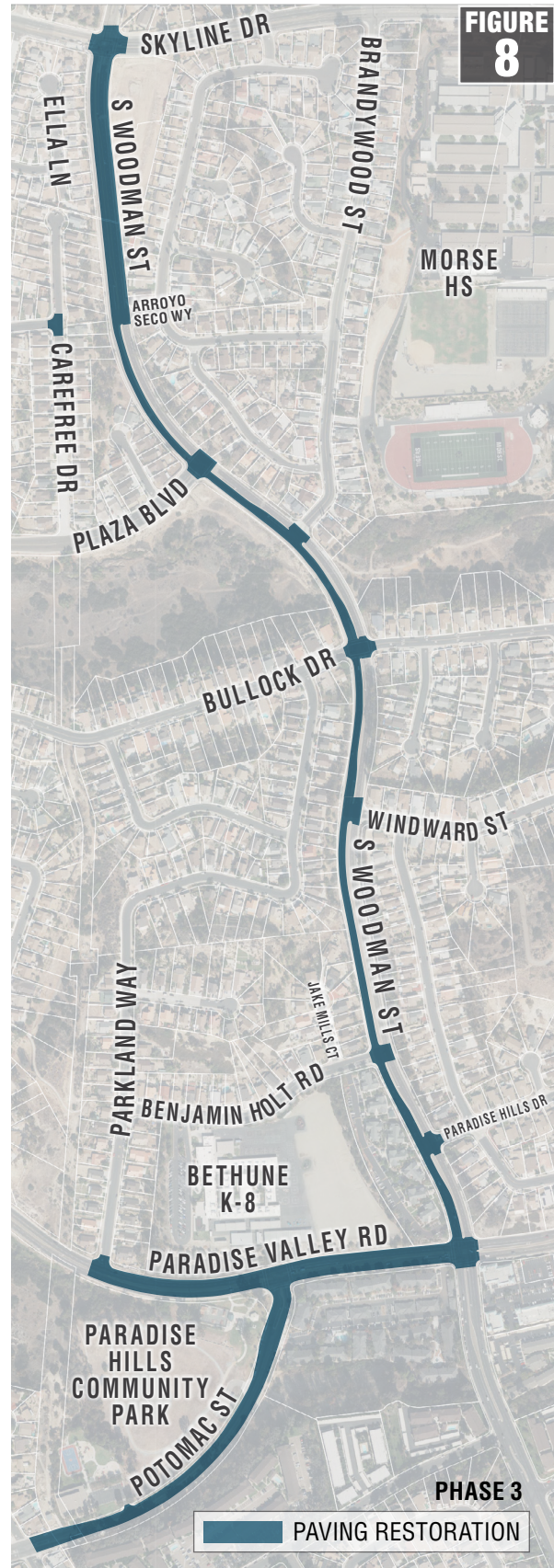
The project is in conflict with multiple street resurfacing moratoriums along South Woodman Street and Paradise Valley Road, however a waiver was granted by the City for this project on July 2, 2015. This waiver will prevent delays to construction of this project, which will provide a time and cost savings to the City.

Based on the Overall Condition Index (OCI) of the streets affected by this project, the City's Street Preservation Ordinance, and the City's Resurfacing Memorandum, dated June 1, 2015, it has been determined that the project will require a combination of both slurry seal (Type I over Type III) and AC Overlay as shown through the following guidelines and as shown in Figure 8:

- Grind and Overlay will be completed for the entire intersection when the distribution or transmission main crosses through it;
- Grind and Overlay will be completed on the entire width of the street when there is more than one trench and there is no raised median;
- Grind and Overlay will be completed on one side of the street when there is more than one trench and when there is a raised median;
- Slurry Seal (Type I over Type III) will be completed on streets that were recently overlaid where only one trench is proposed.

### 6.2.5 Water High Lining

Due to our design approach, it is not anticipated that high lining will be required for the construction of the transmission and distribution mains and that the existing mains will only be required to have short shut down periods when the connections to the new mains are being made. The project team proposes to construct the distribution main along South Woodman Street and Paradise Valley Road parallel to the existing main, which will prevent the need for high lining since there are no services coming off of these streets, this plan will allow for minimal service disruptions to the community including residences, school, and nearby businesses.





### 6.2.6 Plan for 16-inch and Larger Shutdown Moratorium

The City's 16-inch and larger shutdown moratorium occurs each year between the months of May and October due to increased fire demand and demand by the general public during those months. The project proposes to construct the new 48-inch transmission main in a new trench along South Woodman Street, Paradise Valley Road, and Potomac Street, and only connect into the existing transmission main at the intersection of South Woodman Street/Skyline Drive to the north and roughly 150 feet east of Alta View Drive along Potomac Street. This will provide the Project Team the flexibility to schedule those two connections outside of the shutdown moratorium months.

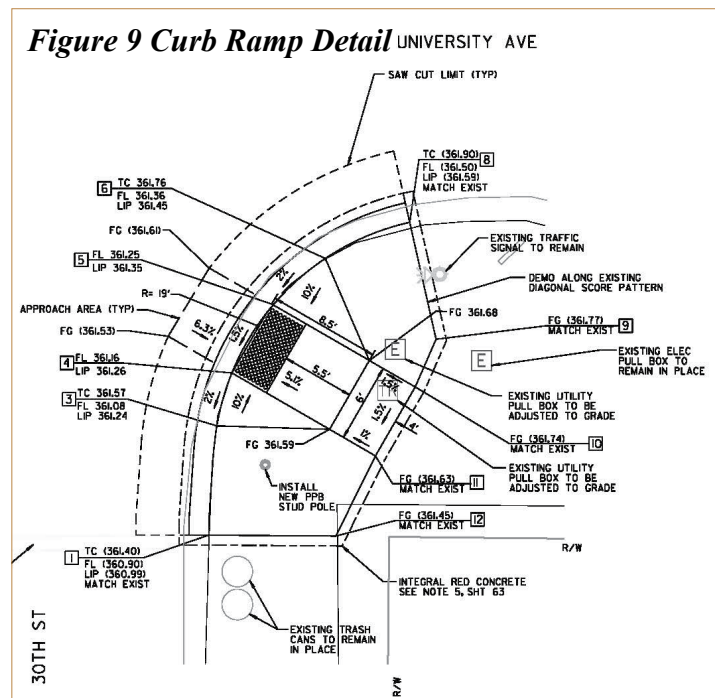
Additionally, the distribution main is primarily smaller than 16-inch pipe, with the exception of a small segment along South Woodman Street from south of Windward Street to Paradise Valley Road. The distribution main is to be constructed parallel to the existing main and will only tie back into the existing 16-inch main at the intersection of South Woodman Street and Paradise Valley Road. This will provide the Project Team the flexibility to schedule the connection to the existing 16-inch main outside of the shutdown moratorium months.

### 6.2.7 Curb Ramp Design & Installation Plan Pursuant to the Access Law Design Compliance Memorandum

During design an analysis will be performed on each signalized and unsignalized intersection to document the condition of existing curb ramps along the project. At each intersection the exact locations of push buttons, poles, signal heads, and street furniture will be documented. It will be essential to take note of each ramp, cross fall, landing dimensions, presence of detectable warning tiles, and if the ramp is flush with the roadway pavement (often occurs after a roadway has been resurfaced, the pavement is higher than the gutter, creating a vertical obstacle for a disabled person in a wheelchair).

Another concern with existing curb ramps is with ponding, which creates an obstacle for pedestrians and could lead to future repairs and maintenance being required. These conditions are evaluated during design and existing ramps are replaced as needed to eliminate ponding.

RICK's analysis will be compared to the City of San Diego's Access Law Design Compliance Memorandum dated December 3, 2014, which identified the required improvements for this project. Any discrepancies will be documented and discussed with the City's Project Manager, and the City's





**MACC TASK NO. 4:** Otay 2nd Pipeline  
Phase 2 & AC Woodman Street Pipeline Replacement

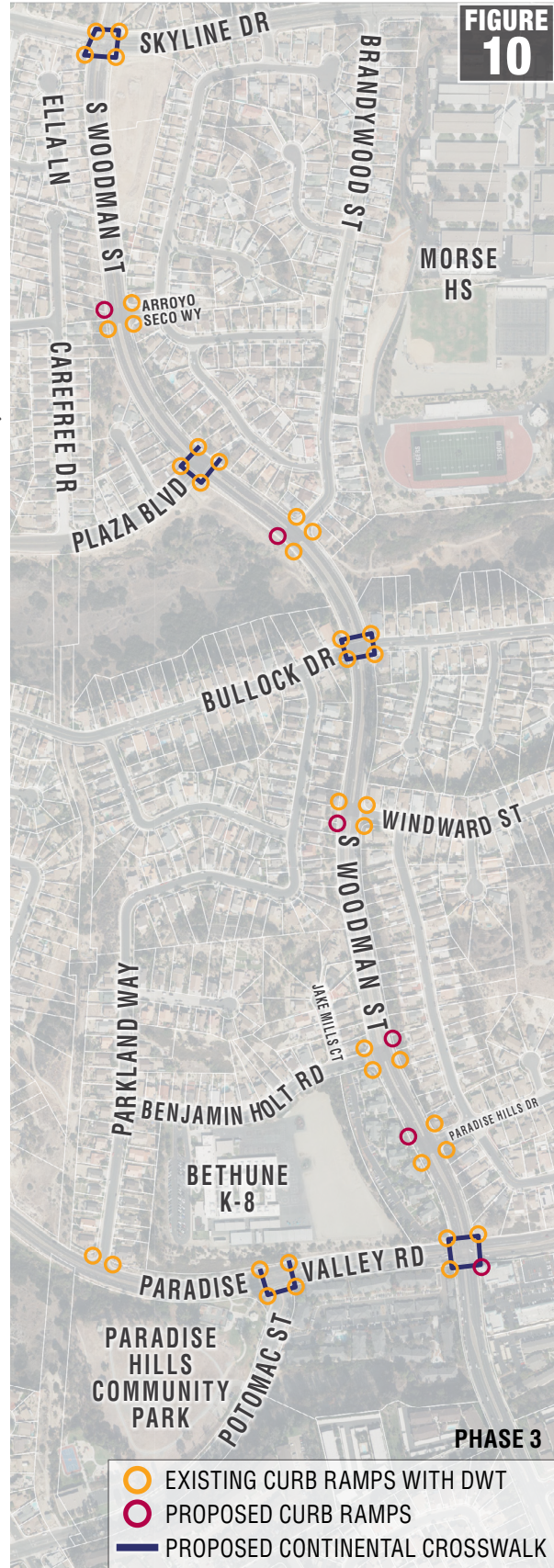
Access Law Design Compliance Officer (Fletcher Callanta) to determine the best way to proceed with the desired improvements.

For locations that have constraints that prohibit the use of the typical City of San Diego’s Standard Drawings for curb ramps, details will be created at a 1”=10’ scale (See Figure 9). These details will include information such as surface improvements, striping, and pedestrian push buttons as necessary to allow ADA and MUTCD guidelines to be met.

Additionally, to meet current ADA requirements of the California Manual on Uniform Traffic Control Devices (MUTCD), when new construction occurs at a signalized intersection, it becomes necessary to install countdown pedestrian signal modules, bicycle detection loops, and ensure that the pedestrian push button is located within 5 feet of the extension of the crosswalk.

The following is a summary of the project, which describes recommendations to achieve ADA compliance.

Ten (10) intersections were reviewed, where 5 are signalized and 5 are unsignalized. Existing curb ramp conditions and ADA compliance was documented. The curb ramps have already been upgraded at 10 of the intersections; however, 5 of the unsignalized intersections will require the addition of a new curb ramp at the top of the T-intersection. All of the signalized intersections will require installation of pedestrian countdown modules, and in addition, all of the 5 signalized intersections will require that the crosswalks be re-striped to meet current standards, including that they be striped as continental crosswalks. See Figure 10 for required curb ramp and crosswalk upgrades.







### **6.2.8 Phasing and Coordination with Adjacent Projects**

Adjacent Projects will be reviewed by the project team to obtain as-built information and any resulting moratoriums. Important projects to coordinate during design and construction are listed below:

- Water Group Job 949 (finish date: July 2015)
- Underground Utilities-Paradise Valley Road 4881 (finish date: January 2017)
- Otay 2nd Pipeline Phase 1 (finish date: November 2017)
- Cielo and Woodman Pump Station (finish date: November 2018)
- Underground Utilities-Woodman Street 4T1 (finish date: June 2019)
- Paradise Mesa No. 1 Pump Station Demo (finish date: August 2019)

### **6.2.9 Storm Water Pollution Control Best Management Practices**

Our team understands the importance of Storm Water Pollution Control, especially with the increased regulations by the Regional Water Quality Control Board (RWQCB). Our team will work with McGrath Consulting, to design and implement a Water Pollution Control Plan (WPCP) that meets the requirements of the City of San Diego Storm Water Standards Manual. The key to the WPCP will be the implementation of the plan as the construction evolves. This will require updates to the WPCP as required, and shall be maintained on site during construction for review by City staff and representatives of the RWQCB.

### **6.2.10 Subsurface Investigation and Geotechnical Work**

The majority of this project proposes to replace the existing transmission main and distribution main in a parallel trench. During the early stages of design, potholing will be performed to identify the locations where existing utilities cross the proposed pipelines and to accurately identify the tie in locations and elevations along the extent of the project. Potholing of the existing utilities that are parallel to the proposed pipelines will be completed where there are concerns with meeting separation requirements set forth by the State Water Resources Control Board.

Additionally, existing geotechnical information will be reviewed and geotechnical borings will be completed at the trenchless construction locations and at key intervals along the extent of the project to determine if any special remediation requirements are necessary for the placement of the pipelines. This will be critical for the two trenchless crossing locations and for the design of the corrosion protection system, which are dependent on these findings.

### **6.2.11 Proposed Design Schedule**

Both the Otay 2nd Pipeline Phase II and AC Woodman St. Pipeline Replacements Projects will be designed simultaneously, which allows for the design schedule to have one set of 30%-60%-100%-Final milestone submittals. The schedule will have 4 weeks of design and 4 weeks of City review for the 30%, 60%, and 100% submittals. For the Final submittal, there will be 2 weeks of design and 4 weeks of City review, totaling up to 30 weeks for design.

On a recent design-build project with the City, the project team was able to eliminate the 30% submittal and go straight to the 60% submittal to reduce the amount of review time by the City. This approach could be explored with the City for this project as well if the City would like.



### **6.2.12 Pipe Abandonment in Areas of Environmental Concern**

As part of the project, approximately 3,946 linear feet of existing 36-inch steel and 48-inch CMLCS pipeline that runs along Skyline Drive, Ella Lane, Carefree Drive, and through multiple canyons will be abandoned and slurry filled southerly to the connection to the Paradise Mesa 1 WPS. The portion of the abandonment that occurs in the canyon between Plaza Boulevard and Bullock Drive is within the MHPA Boundary and requires access to areas that is considered to be sensitive habitat. As such, the project team proposes that no large equipment will be used within the canyon and that excavation pits will be dug by hand where possible to minimize impacts. To complete the slurry filling, a hose that is capable to pumping slurry will be used, which can extend over 1,000 linear feet. Prior to entering the canyon, a biological survey will be completed to better identify where the excavation pits can be placed. The canyon to the south of Bullock Drive is not within the MHPA Boundary, but is still in an area that may contain sensitive habitat so similar measures will be taken to abandon the existing pipeline. Additionally, in the areas where the pipeline is abandoned, the existing easements will be vacated, which will require coordination with the City's Real Estate Asset Department.

Section 306-3.3.1 of the City's Whitebook will need to be followed during construction to ensure that all requirements are met. The majority of the existing AC distribution pipe along South Woodman Street and Paradise Valley Road will be abandoned in place to allow for the pipe to remain in service during construction of the new distribution pipe, thus making this approach the most cost effective. Abandoning the existing distribution allows for minimal disturbance to local residences, schools, and nearby businesses.

In the event that removal of the AC pipe is required where the project ties in with the existing water mains at intersections. Section 306-3.3.4 of the City's Whitebook will need to be followed during construction to ensure that all special handling and removal requirements are met.

TAB 5.

# CONSTRUCTION PLAN





## 7.0 Construction Plan

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### 7.1 Proposed Construction Plan

CCI has reviewed the Pre-Design report concerning the MACC Task Number 4 project located in the Mid City, Eastern Area. CCI estimates that approximately 7,190 linear feet of existing 8-inch, 10-inch, 12-inch, and 16-inch asbestos cement (AC) water mains will be replaced with new 8-inch, 12-inch, and 16-inch PVC water mains. Additionally, approximately 3,946 linear feet of existing 36-inch and 48-inch steel pipeline will be replaced with 7,700 linear feet of new 48-inch CML&TW steel pipe. Below are the general processes we will use to develop the overall Construction Plan. Starting with the general Construction Approach and Method that CCI will use to accomplish the work for a successful Design-Build Project.

#### 7.1.1 Construction Approach and Methods

CCI's approach is to work closely with RICK during the design phase to identify and evaluate potential issues, including, but not limited to, safety and traffic along Woodman, Paradise Valley, & Potomac, and traffic impacts to local homeowners and to manage the preconstruction activities required of the design phase: such as, Potholing, Material submittals, WPCP Plan, Phasing Plan, and Traffic Control Plans. The key is to have all preconstruction activities approved at 100% design for a smooth transition into construction.

CCI will incorporate multiple crews during construction primarily using the open trench method throughout the various phases of construction. Cass's method to the actual work itself is to keep the overall work area confined to a minimum and not get strung out. We accomplish this by installing pipe and appurtenances Monday through Thursday, and paving on Fridays. This keeps the work area clean behind us and reduces the risk of an accident. Safety is a key element to CCI's approach to completing the work which is routinely reinforced during weekly tailgate meetings. A clean safe work area approach also improves relations with home owners in the neighborhood.

#### 7.1.2 Plan for Operation of Facility During Construction

The Proposed Design Plan is to install the new distribution mains in a separate alignment, in order to allow the existing facilities to remain in service during construction. One of the multiple crews CCI will incorporate is the connection crew which will install the cut and plugs, and reconnects per the connection plan. Highlining for this project is not anticipated but would be limited to one apartment complex and one school. All shutdowns and connections work will be coordinated and scheduled to minimize impacts to the local community. All customers effected by temporary shutdowns or reconnections will be given proper advanced and short-term notice through careful public outreach coordination and scheduling.



### **7.1.3 Plan for Phasing of Construction Activities**

CCI will integrate the design plan along with traffic impacts and construction constraints to develop the phasing plan. In order to streamline the construction of the new pipelines, the project can be phased to allow installation of the distribution main during final design and fabrication of the transmission mainline. The first phase will be the installation, reconnection and abandonment of the distribution mainline. The second phase will be the installation of the transmission main, which will be able to start independent of the distribution main and as soon as material are available. The final phase will be the completion of surface restorations/improvements and the slurry abandonment of the existing transmission main. Our plan is to have a three phased design and construction approach as shown on Figures 1, 8 and 10 of Section 6.

- Phase 1 - Distribution Main Construction
- Phase 2 - Transmission Construction
- Phase 3 - Pipeline Abandonment, Pavement Restoration, Curb Ramp Improvements

Again, CCI will work with RICK during the design phase, to establish a Sub-Phasing Plan to streamline construction of the proposed pipelines and minimize impacts to the community.

### **7.1.4 General Plan for Functional Testing and Start-Up**

Once the proposed pipeline, water services and appurtenances have been installed in a particular phase, we will proceed with testing and coordinating with the RE for approval. After approval, we will proceed with transfer of the impacted customers' water services. Start-up witness testing of the flow meter will be mutually conducted with representatives from the City, design consultants, and the design-build team. Upon acceptance of the pipelines and their appurtenances for use, surface improvements including concrete flatwork, traffic loops, AC paving, slurry seal, and striping will follow.

### **7.1.5 Proposed Safety Program**

Safety is the highest priority at CCI. We are committed to constructing all work in a safe and efficient manner to ensure the safety and protection of our employees and the public. CCI will develop and implement a comprehensive health and safety plan that covers all aspects of on-site construction operations associated with this Project. CCI will comply with all applicable health and safety regulations and any project specific requirement that the City identifies.

### **7.1.6 Proposed Emergency Response Plan**

CCI currently has its own emergency response plan listing the names, phone numbers, and cell numbers for all key personnel that we use in case of an emergency. All key personnel are accessible at any time of day. Key personnel are listed in order from Owner to Vice Presidents, Superintendents, Project Managers and Foreman.

CCI owns its own equipment and haulers to mobilize the equipment at any time of day. The fleet is comprised of varying sizes of equipment to handle any emergency.



### **7.1.7 Water Highlining Plan**

Per the Splash Maps in Addendum #2 no services are shown so we do not anticipate having to install a Highline. But if required, we will coordinate the construction of our highline and cut and plugs with the City's engineer, the City Water Operations Division, the City of San Diego Water Quality Laboratory, and other City Departments. CCI will prepare and design a highline-phasing plan that will be submitted to the City for review and approval. We will also prepare a schedule that will be provided to the City's engineer for the highline and cut and plug work at least 30 days prior to connections or disconnects. We understand giving prompt and advance notice is especially important when coordinating shutdowns and connections. The intent with the design of this project is to leave all existing lines in service while installing the new pipes in a new alignment. This will minimize the need for highlining during the installation of the new improvements. CCI is accustomed to highlining on water projects from experience on previous City of San Diego Water Replacement Projects such as Shawnee Road Emergency Water Pipeline Replacement Project.

### **7.1.8 Construction Plan for Shutdown Moratorium of 16-Inch and Larger Pipes**

The design, installation, and testing of the new waterline improvements will take place without impact to the shutdown moratorium. Final, testing, flushing, shutdowns, and connections to the 48-inch transmission and 16-inch distribution water mains will be pre-scheduled and coordinated with City forces as directed between November and April. All testing and flushing will be carefully planned and monitored with the conservation of water as a primary concern.

### **7.1.9 Proposed Construction Schedule**

CCI will establish a project schedule using the City's preferred scheduling software that meets the City's needs and the specific requirements for this project.

Our standard approach to schedule construction activities includes the following elements:

- Comprehensive project master schedules;
- Detailed phase schedules;
- 30 day look ahead scheduling; and
- Resource loading.

We have found through our experience that this method of scheduling a project provides us with the best project control. These schedules will be developed to monitor the various construction activities, manpower and equipment requirements, materials procurement, submittals, and the costs associated with the activities. See Section 7.3 for Critical Path Schedule.

### **7.1.10 Traffic Control Management**

During construction, we intend to furnish, install, and maintain traffic control devices that are required to ensure the safety of pedestrians and moving vehicles. Traffic control devices will be installed in accordance with the Traffic Control Plans of the San Diego Regional Standard Drawings, and current Caltrans Standard Plans. A site specific traffic control plan will be developed unique to each phase with each plan approved by the City of San Diego prior to start of construction. Full-time phased closure for segments between major intersection on the west side of South Woodman Street will provide an increased safety buffer from



the work site, and minimize day-to-day confusion for local residents while expediting the schedule. The team will closely coordinate all work utilizing outreach and feedback in an effort to mitigate impacts on the public. Special considerations will be made for local schools, businesses, and noise impacts on neighboring residences.

### **7.1.11 Community Impact**

Projects have the potential to create temporary community impacts: dust, dirt, detours, noise, parking, service interruptions. For areas that include schools, business districts, and hospitals and medical centers, projects can create unique disruptions such as parent-child pick-up/drop off schedules, employee and customer parking and special events, and emergency services, respectively. Our goal is to deliver a project with lasting benefits and doing so in a way where the design and construction of the project successfully shares space with the community and assets such as these where it is located.

To achieve this goal, our method seeks out potential impacts to the community as early as possible in the design phase, so that ways to avoid or mitigate impacts can be built into the design plans and construction documents. At the beginning of the project, our communications plan will identify milestones in the design phase and ways to engage the community prior to those milestones occurring so that their input can be considered.

A key method to this process is to conduct proactive outreach to interview key stakeholders in the project area such as: Principals of schools, property managers or apartment buildings and/or commercial centers, HR and Facilities Directors of large employers, Executive Directors of community-based organizations and business districts, managers of destination sites. This input is further supplemented by input received through presentations at community planning groups, and through inquiries received after initial notifications letters describing the project are sent to the community. As we are able to mitigate impacts through design considerations, we will let the community know of these solutions at an open house and/or presentations to the community planning groups.

Once construction begins, we continue our impact mitigation efforts by providing information early and often so that surprises are avoided and so that there is direct coordination with property owners and stakeholders before the project begins construction in front of or along their property. When an impact can't be avoided or mitigated, our outreach team works with the community to build understanding of the constraints and options and also advances information about the how, when and where's of the construction activities. We work with social networks to help local leaders inform people they are in contact with of the situation, employ tools such as social media resources like NextDoor.com to extend the reach of the message, and manage the inquiry process with a set of pre-approved responses to frequently asked questions. On other projects, this approach has resulted in a prepared community and a highly coordinated process to address concerns as they arise so that good will is maintained.



## 7.2 Project Coordination

Project Coordination will be done through effective communication with all stake holders involved or affected by this project. The team members have completed numerous jobs in varying degrees of difficulty the past 20 years. Through these vast experiences, Cass has developed management skills to meet and solve any challenges that may arise in the design build process.

The longevity and experience of Team Members creates a cohesiveness allowing open communication between the Team. Cass's strong communication skills amongst themselves and with their clients is one of the main reasons we have been successful completing projects under budget and in a safe and timely manner in San Diego County for the Past 40 years.

### 7.2.1 Processes and Procedures

CCI will communicate through the Public Work's Project Manager regarding project information, directions, and requirements for design and construction issues. CCI will communicate with all agencies having facilities or jurisdiction impacted by the project area to coordinate the design and construction and to minimize any interruptions. CCI's Project Team has acquired extensive experience in dealing with private property owners to keep them informed about the work. Communication for this project will be frequent, proactive, focused, well documented, and reported to the City's Project Manager through detailed progress reports and meetings.

The following is a series of project control procedures and methods for planning, schedule monitoring, and accommodating project variables or changes. These procedures assist in identifying potential project issues early on and present opportunities to provide cost effective solutions. Project controls are accomplished through a combination of an effective system of both tracking tools and effective management activities. The following are examples of the activities and tools to be utilized for this project:

#### ***Management Activities:***

- Effective staff supervision and communication
- Continuity of staff assignments
- Regular client and team meetings and resolution of issues
- Prompt meeting minutes identifying action items and assignments
- Efficient cross-checking among disciplines

#### ***Management Tools:***

- Setup of a detailed project schedule at the initiation of work
- Schedule tracking of critical path items and forecast dates
- Progress tracking of actual versus scheduled work
- Resource tracking to forecast needs to meet project manpower/staffing requirements
- Cash flow tracking to track actual costs versus budgeted costs
- Project cost estimate maintained to have up to date project data available





### **7.2.2 Design and Construction Coordination Requirements**

The Project Team members have hands-on experience working within the local regulatory and resource agency environment. The numerous design and construction projects completed by the Project Team have made them efficient with communicating and interfacing with the various City departments and divisions, local utility providers, San Diego Unified School District, Regional Water Quality Control Board, MTS, SWCRB, Cal OSHA, and other agencies to efficiently obtain permits, coordinate bus stop impacts, address environmental issues, schedule inspections, etc.

### **7.2.3 Design Coordination System**

When the project is initiated, the CCI Project Manager will prepare a Project Implementation Plan (PIP). The PIP will be distributed to all participants in order to establish a clear line of communication, coordinate the team effort, optimize efficiency, and improve the quality of our deliverable products.

During the design phase of the project, CCI will provide constructability and value engineering reviews, while the design staff ensures that all City design guidelines and performance standards are met. During construction, the design staff will work closely with construction crews to quickly resolve any design issues, should they occur.

CCI's project management concept is an overall team approach with five key elements:

1. Effective communication;
2. Proper planning and anticipation of project challenges;
3. Schedule and cost control;
4. Adherence to the Scope of Work and to Engineering and Capital Projects Department's standards, procedures, and directions; and
5. Total Quality Control (QC) and Quality Assurance (QA)

Proper planning of project activities is the foundation of a successful project. Without it, there cannot be effective project control. Project planning is essential in developing a realistic project schedule, procurement plan, and staffing plan. Proper planning will also allow the Project Team to anticipate and identify potential project challenges. Anticipation and identification of project challenges is vital if key tasks are to be dealt with proactively and effectively. Our proactive approach to identifying potential challenges before they occur minimizes delays and reduces community impacts.

Adherence to the City's standards, procedures, and directions is essential to ensure the work quality and to meet the City's schedule, expectations, and requirements. CCI will perform the work in accordance with all applicable regulations to provide a safe working environment and conform to the City's Water and Sewer Design standards.

Our standard QA/QC program is applied to all CCI projects to maintain the highest quality and accuracy of the construction and deliverable products. Our QA/QC plan allows all team members to self-check their own work. We manage quality as a continuously improving process that aims to deliver excellence in every dimension of the Project execution. In



addition, we are committed to delivering a quality project on schedule and within budget. To this end, our QA/QC Program will be designed to respond to the specific project goals, objectives and requirements of this project.

#### **7.2.4 System for Tracking Questions and Responses**

All questions and responses will be given a number and documented and tracked in an RFI log. The RFI Log will contain the RFI number, the question, appropriate specification section pertaining to the questions, the date information was requested, the response to the question along with the date of the response and the date it was distributed to the team members.

#### **7.2.5 System for Coordinating Work**

Over the past 40 years CCI has established long standing relationships with many SLBE, ELBE, and DVBE Subcontractors and has worked with them on numerous City of San Diego projects. Having worked together on previous projects has afforded us an understanding and knowledge of working together to complete a particular project. Mike Huse CCI's project manager will coordinate with each subcontractor regarding scheduling and acquisition of long lead materials.

### **7.3 Critical Path Schedule**

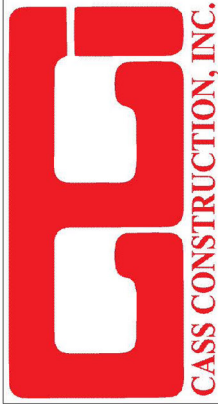
CCI's scheduling approach to accomplish the design and construction aspects of this design-build project will be aggressive and responsible. This will be accomplished during the design phase by:

- Developing one set of construction documents for both the transmission and distribution waterlines.
- Obtaining utility mark-out by USA Dig alert during the design phase
- Performing potholing of existing utilities during the design phase
- Producing the steel pipeline shop drawings prior to final plan approval
- Procuring the distribution pipeline materials prior to final plan approval

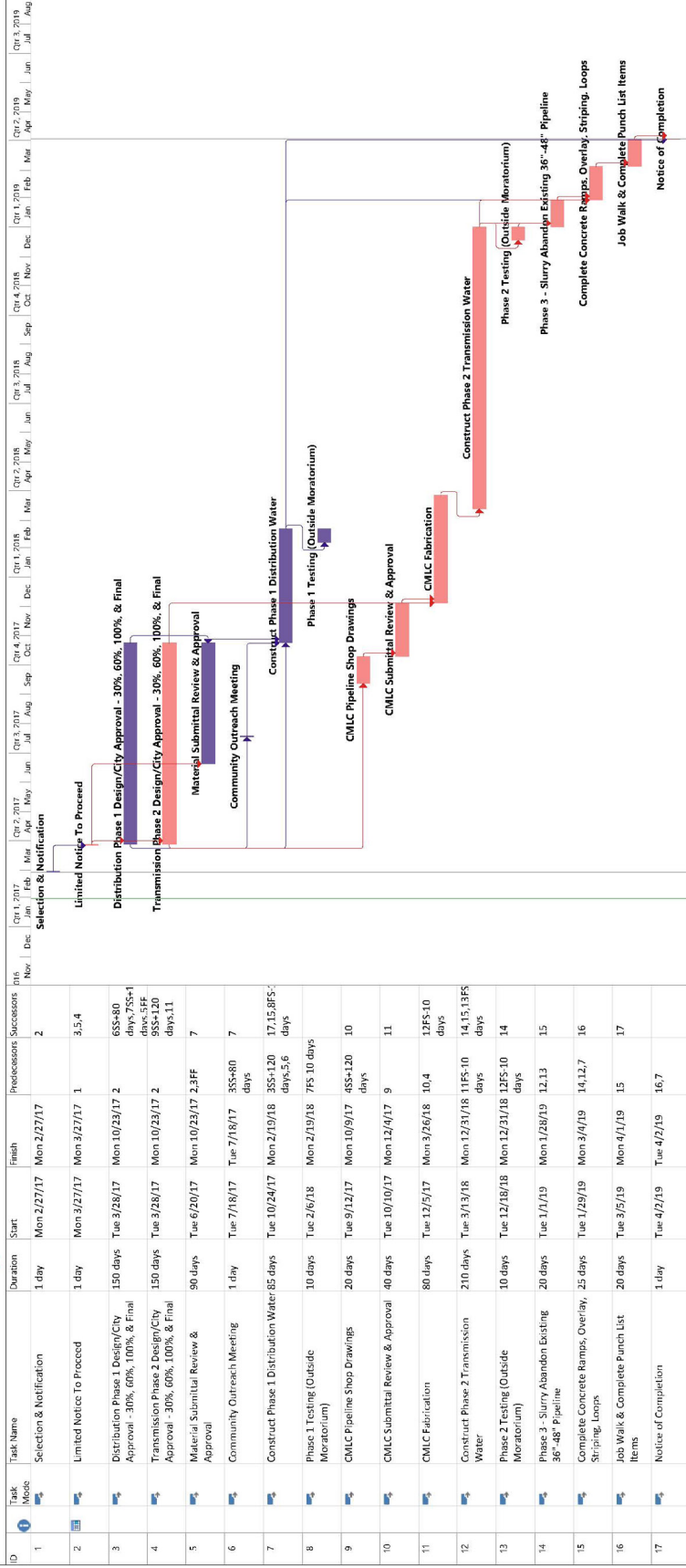
During construction, CCI proposes a 3 phased approach to complete this project. The first Phase will be the construction of the PVC distribution line in parallel to the existing AC distribution line. This will provide for the construction to begin prior to the fabrication of the steel transmission line being completed, in addition to fewer shutdowns required of the existing distribution line. Phase 2 will consist of the construction of the steel transmission line that can begin upon receipt on site of the steel pipe. The final phase will include the abandonment of the existing transmission and distribution waterlines, curb ramp improvements and paving. CCI's recommendation will be to use multiple crews to complete critical path items for each phase to shorten the schedule. We have the resources and the ability to construct multiple phases at the same time without sacrificing safety and needs of the community. It is this ability to have multiple mobilizations that will allow us to complete this project 6 months ahead of the scheduled 650 working days identified in the RFP.

Reducing the schedule has many benefits one of which will be community relations. The community Liaison can relate to the community leaders how we intend to minimize the amount of disturbance in their area by reducing the overall time of the project. This has worked well for us on past projects.

# Schedule



## MACC Task Order #4 City of San Diego Otay 2nd Pipeline Phase 2 and AC Woodman St. Pipeline Replacement



MACC Task Order #4

Task Split Milestone

Summary Project Summary Inactive Task

Inactive Milestone Inactive Summary Inactive Task

Duration-only Manual Summary Rollup Manual Summary

Start-only Fresh-only External Tasks

External Milestone Deadline Critical

Critical Split Progress Manual Progress



## 7.4 Challenges/Issues

The MACC Task Number 4 project has some challenging aspects. The following are a couple of challenges that our team discovered:

One particular challenge is ensuring that proper separation of the proposed distribution and transmission water main from existing utilities is maintained and in situations that it is not, that proper measures are taken to protect the existing and proposed utilities. This includes increasing the pipe class of the water main, changing the material to fusible PVC, or providing a sleeve to protect the water main. On a water replacement project, it can be challenging during the design process to determine the alignment (horizontal and vertical) of the proposed water main due to the presence of existing utilities within the roadway.

Another challenge is the impacts to the local homeowners and adjacent businesses due to the various construction activities. Since this project is located in a residential neighborhood, the community will be impacted by shutdowns, noise, and parking restrictions. Although this project does provide a service to the local community, many residents and businesses will view the construction as an inconvenience. On Sewer Group Job 767 a community meeting was held to meet and discuss various issues with the local community. Communicating effectively before, during, and after construction with the surrounding residents is the key to minimizing unforeseen impacts. City Works will be a key team member and will play a major role throughout the project.

Finally, the design-build team for this project has had extensive experience with and understands the importance of protecting sensitive habitats in the vicinity of the project. Biologist consultants will be an important part of this project team. Means and methods for the slurry abandonment of the existing transmission main will be laid out and coordinated such that there will not be any planned disturbance in the sensitive environments.

## 7.5 Cost/Time Saving Measures

Cass's recommendation will be to use multiple crews to complete critical path items for each phase to shorten the schedule by subcontracting with Piperin, a City of San Diego SLBE, to construct one of the phases on a turnkey basis. We have the resources and ability to construct multiple phases at the same time without sacrificing safety and Community needs. This typically can cut as much as 10% of time from the constructions schedule.

We would also propose that the City of San Diego Team considers that the impacted roadways be finished with 1.5" AC overlay with a header grind. This would still provide the City with a high quality product, while keeping within standards that are common to City projects of this nature. This measure could potentially save upwards of 1% for the construction improvement costs to the City on this project.

As mentioned previously, reducing the schedule has many benefits one of which will be community relations. The community Liaison can relate to the community leaders how we intend to minimize the amount of disturbance in their area by reducing the overall time of the project. This has worked well for us on past projects.

TAB 6.

# COMMUNITY IMPACT





## 8.0 Community Impact

### 8.1 Community Outreach & Public Relations Program

One of the most important aspects to consider when planning, designing and constructing a water system improvement project is developing an effective strategy to **encourage an open dialogue** throughout the public involvement process. While ensuring compliance with requirements for public disclosure and opportunities for public comment, we believe this approach will **strengthen community trust and emphasize the City of San Diego's (City's) long-term water supply planning efforts, support efficient use of resources, minimize negative stakeholder impacts and reflect the interests of stakeholders.**

The CCI team will provide the necessary public information and outreach program for the project and will have a Public Information Officer (PIO) who will serve as the community liaison. The WHITEBOOK requirements, sections 7-16 through 7-17 for Community Liaison, will be implemented for the public information and outreach program.

CCI is identifying City Works as the exclusive Community Liaison for MACC Task Number 4. City Works (CW) will work cooperatively with, and provide assistance to the City's PIO team. CW will be available to respond to questions from the community as needed for the written materials to explain the Project at community meetings and presentations.

Within 10 working days of Notice to Proceed, CW will prepare a complete Community Relations Plan. The Community Relations Plan will include a listing of major stakeholders along the alignment which are expected to be impacted by the construction and proposed mitigation measures to lessen construction impacts. The plan will also specifically identify the lines of communication with the Design-Builder team, between the Design-Builder Team and the City and, between CW and the City. The Cass team will be responsible for ensuring that the information to be provided to the public is consistent, updated and accurate.

Every notification to the public will include the Capital Improvement Project's preferred website address ([www.sandiego.gov/cip](http://www.sandiego.gov/cip)), email ([engineering@sandiego.gov](mailto:engineering@sandiego.gov)) and phone (619.533.4207).

Our team will utilize several methods to convey Project information to the public. Following the City's standards, CW will distribute door hanger notices to impacted stakeholders at least five days before the start of construction. Door hanger notices about water shutdowns will be distributed at least three days before a shutdown. Every notification to stakeholders, be it by email or door hangers will include the Capital Improvement's preferred contact information for project information: website ([www.sandiego.gov/cip](http://www.sandiego.gov/cip)), email – ([engineering@sandiego.gov](mailto:engineering@sandiego.gov)) and phone (619.533.4207).



Also, CW will create and maintain a Project web page on the City’s Capital Improvement Project website through cooperation with the City’s PIO. The web page will be updated depending on the sensitivity of the construction project. In addition, CW will utilize the City’s Constant Contact email account to send as-needed updates about the project to email addresses that have been garnered through community interaction or by signing up on the City’s website. Constant Contact is the City’s preferred email service because it is the only vendor to provide email communication services for the blind.

All calls and emails that are generated by the public will be responded within one business day of receipt. All public contacts will be documented on the City’s electronic tracking form, SD Shares, and will be distributed to the Project team bi-weekly in an excel file. CW will attend Project progress meetings and provide the Project team status of Community Liaison activities.

**City Council Office Staff Briefings:** The Community Liaison will assist the project team in planning meetings with the office staffs of Council Members to provide an overview of the community outreach plans and provide appropriate project contacts for constituent calls.

**One-on-One Meetings:** The Community Liaison will identify and coordinate one-on-one meetings with impacted school officials, recreation center staff, apartment managers, businesses, residents and representatives of other organizations to communicate project information discuss construction impacts and mitigation and facilitate communication and resolution of issues. Meetings will occur proactively, rather than solely in response to issues identified by the public.

## 8.2 Staging Areas & Project Cleanup

CCI will identify several staging area sites along the proposed alignment. All construction equipment, materials, and supplies will be stored in a safe manner. Additionally, CCI will maintain the site in an orderly manner and clear the site at the end of each workday. Staging areas will utilize side streets to the extent possible, while trying to minimize impacts on the local residents.

## 8.3 Residents & Visitors

Again, the Community Liaison will contact community planning groups, neighborhood councils and other representative groups to schedule presentations and updates about the Project and will leverage community contacts by providing newsletter articles, notices and reproducible project materials that can be distributed by community facilities or groups to benefit impacted members, interested parties, local residents and visitors. Close coordination will be maintained with Metropolitan Transit System to provide ample notice of temporary bus stop closures rapidly restoring those stops to service as soon as safely practical.

## 8.4 Construction Mitigation Plan

The Construction Mitigation Plan will comprise a combination of scheduling and Outreach to reduce impacts to the local businesses. As mentioned previously CCI will use multiple crews to reduce the overall timeline of the project which will minimize impacts to the local residents, businesses, and schools. Through the outreach efforts mentioned above we will engage the public to create partnership allowing better communication during construction. All efforts will be made to allow the smooth flow of traffic to all businesses within the sphere of influence on this project.

TAB 7.

APPENDIX







## Appendix

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Cass Construction, Inc. Work Force Report.....	II-IV
Subconsultant Certifications.....	V-X



**WORK FORCE REPORT – Page 2**

NAME OF FIRM: CASS CONSTRUCTION, INC. DATE: 01/11/17

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial											7	2		
Professional Specialty											1			
Engineers/Architects											1			
Technicians and Related Support											4			
Sales														
Administrative Support/Clerical				3							6	8		
Services														
Precision Production, Craft and Repair			4								2			
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving			1								2			
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

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

TOTALS EACH COLUMN			5	3							23	10		
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GRAND TOTAL ALL EMPLOYEES 41

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED											1			
----------	--	--	--	--	--	--	--	--	--	--	---	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: CASS CONSTRUCTION, INC. DATE: 01/11/17

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |  |  |
|--|--|
| (1) African-American, Black                          | (5) Filipino                                       |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian                                      |
| (3) Asian, Pacific Islander                          | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers	1		71		1						42			
Millwrights														
Masons, Bricklayers														
Tile setters														
Operators			12		1						16			
Painters														
Pipe fitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters					1						1			

TOTALS EACH COLUMN	1		83		3						59			
--------------------	---	--	----	--	---	--	--	--	--	--	----	--	--	--

GRAND TOTAL ALL EMPLOYEES 146

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED											1			
----------	--	--	--	--	--	--	--	--	--	--	---	--	--	--

## Subconsultant Certifications

CityWorks People + Places, Inc.

Phone: (619) 238-6009 Fax: (619) 238-6042

Laura Warner lwarner@cityworks.biz

License Type	Business Status
ARC	Emerging

**NOTE:** Communications, public outreach, architecture, planning, and graphic design

541810 Advertising Agencies

541310 Architectural Services

541430 Graphic Design Services

541410 Interior Design Services

McGrath Holdings, Inc. DBA McGrath Consulting

Phone: (619) 443-3811 Fax: (619) 443-3459

Michael McGrath Mwm@mcswwpp.com

License Type	Business Status
Goods/Services	Emerging

**NOTE:** Water Quality Consulting

541620 Environmental Consulting Services

Moraes/Pham & Associates

Phone: (760) 431-7177 Fax:

Joe Moraes Joe@moraespham.com

License Type	Business Status
E	Emerging

**NOTE:** Electrical Engineers Consulting

541330 Engineering Services

RFYeager Engineering

Phone: (619) 647-6265 Fax: (619) 561-0031

Richard F. Yeager Jr. RFYeager@RFYeager.com

License Type	Business Status
CSD-12	Small

**NOTE:** Soil corrosivity assessment, corrosion control/cathodic protection design, coating inspection, corrosion surveys, corrosion assessment.

541990 All Other Professional, Scientific, and Technical Services

541330 Engineering Services

237120 Oil and Gas Pipeline and Related Structures Construction

Southern California Soil and Testing, Inc.

Phone: (619) 280-4321 Fax: (619) 280-4717

Neal W. Clements, PE ncclements@scst.com

License Type	Business Status
LS	Small

**NOTE:** SCST provides geotechnical engineering, engineering geology, environmental site assessments, soils and materials laboratory testing, special inspection and QA/QC services.  
(FORMERLY KNOW AS - Southern California Soil Testing, Inc.)

- 541350 Building Inspection Services
- 541330 Engineering Services
- 541620 Environmental Consulting Services
- 562910 Remediation Services
- 541380 Testing Laboratories

Tierra Data, Inc.

Phone: (760) 749-2247 Fax: (855) 231-5614

Cynthia Booth cynthia@tierradata.com

License Type	Business Status
C-27	Small
Goods/Services	Small

**NOTE:** Natural resources/environmental consulting, restoration, surveys, marine & terrestrial assessments and GIS mapping.

- 541620 Environmental Consulting Services
- 541690 Other Scientific and Technical Consulting Services
- 115310 Support Activities for Forestry
- 541370 Surveying and Mapping (except Geophysical) Services

Jerusalem Construction DBA Miramar Construction Engineering

Phone: (858) 663-4933 Fax: (858) 408-7191

Ala Karaja Alex@MiramarGeneral.com

License Type	Business Status
A	Emerging

**NOTE:** **Miramar** General Engineering provides owners, public agencies and other clients with top tier services in flat work, underground, and infrastructure construction.

- 237310 Highway, Street, and Bridge Construction

Payneco Specialties, Inc. DBA Payco Specialties

Phone: (619) 422-9204 Fax: (619) 427-1620

Rebecca Llewellyn rebecca@payco.biz

License Type	Business Status
C-32	Small

**NOTE:** Specialty Construction

- 238990 All Other Specialty Trade Contractors
- 237310 Highway, Street, and Bridge Construction

**Certification ID : 1162421**

Legal Business Name  
GEO CELL SOLUTIONS, INC.

Doing Business As (DBA) Name1:  
GEO CELL SOLUTIONS, INC.

Doing Business As (DBA) Name2:

Office Phone Number  
559/294-1551

Business Fax Number  
559/294-7575

Business Web Address  
http://geo-cell.com

Address  
2668 NORTH FORDHAM AVENUE  
FRESNO  
CA 93727

Email:  
dlhacker@sbcglobal.net

Total No. of Employees

Business Types:  
Construction

Notification Preference  
Email

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

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[View Classifications](#)

**Active Certifications** ?

Certification Type	Status	From	To
DVBE	Approved	11/17/2016	11/30/2018

**Piperin Corporation**

Phone: (760) 305-7248 Fax: (760) 305-7253

Craig Barry      craig@piperincorp.com

License Type	Business Status
A	Emerging
B	Emerging

**NOTE:** General Engineering and Building Construction

237310 Highway, Street, and Bridge Construction

237990 Other Heavy and Civil Engineering Construction

237110 Water and Sewer Line and Related Structures Construction

**RAP Engineering, Inc.**

Phone: (760) 233-2980 Fax: (760) 233-2984

Robert Perez      rperez@rapenginc.com

License Type	Business Status
A	Small

**NOTE:** Asphalt paving and grading

237310 Highway, Street, and Bridge Construction

Red Tail Monitoring & Research, Inc.

Phone: (760) 803-5694 Fax:

Clint Linton

cjlinton73@aol.com

License Type	Business Status
Goods/Services	Small

NOTE: Native American Monitoring

541720 Research and Development in the Social Sciences and Humanities

Sapphire Electric Inc.

Phone: (760) 796-4001 Fax: (760) 796-4020

Bart Reid

Breid@sapphireelectric.com

License Type	Business Status
C-10	Emerging

NOTE: ELECTRICAL PROJECTS, INSTRUMENTATION, CONTROLS AND PANEL FABRICATION

238210 Electrical Contractors

Southwest Traffic Signal Service

Phone: (619) 442-3343 Fax: (619) 442-4708

Vernon B. Cress

dlebeau@southwestsignal.com

License Type	Business Status
A	Small
B	Emerging
C-10	Emerging

NOTE: Installation and maintenance of traffic signals and street lights

238210 Electrical Contractors

G. Scott Asphalt, Inc.

Phone: (619) 420-1854 Fax: (619) 420-1859

Daniel C. Wemple

Danc@asphaltrepairs.com

License Type	Business Status
C-12	Small

NOTE: Asphalt repair and maintenance, conventional and rubberized slurry seal, parking lot seal

238990 All Other Specialty Trade Contractors

237310 Highway, Street, and Bridge Construction



State of California Certification

**Certification ID : 1783876**

Legal Business Name  
VET-FORCE ENGINEERING & CONSTRUCTION, INC.

Address  
8614 SIESTA RD.  
SANTEE  
CA 92071

Doing Business As (DBA) Name1:  
VET-FORCE ENGINEERING & CONSTRUCTION, INC.

Email:  
carl@vetforceandc.com

Doing Business As (DBA) Name2:

Total No. of Employees

Office Phone Number  
858/755-1605

Business Types:  
Construction , Service

Business Fax Number

Notification Preference  
Email

Business Web Address  
www.vetforceandc.com

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

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[View Classifications](#)

**Active Certifications**



Certification Type	Status	From	To
DVBE	Approved	05/15/2014	05/31/2018

State of California Certification

**Certification ID : 1682600**

Legal Business Name  
WAJO ENTERPRISES INC  
Doing Business As (DBA) Name1:  
BRAVO CONSTRUCTION SUPPLY

Address  
777 gable way  
EL CAJON  
CA 92020

Doing Business As (DBA) Name2:

Email:  
john@BravoInc-CA.com

Office Phone Number  
619/322-6814

Total No. of Employees

Business Fax Number  
619/792-1868

Business Types:  
Non-Manufacturer , Service

Business Web Address

Notification Preference  
Email

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

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[View Classifications](#)

**Active Certifications**



Certification Type	Status	From	To
DVBE	Approved	07/13/2016	07/31/2018
SB(Micro)	Approved	07/13/2016	07/31/2018

**Certification ID : 38082**

Legal Business Name  
**G SCOTT ASPHALT INC**

Doing Business As (DBA) Name1:  
**G SCOTT ASPHALT INC**

Doing Business As (DBA) Name2:

Office Phone Number  
**619/420-1854**

Business Fax Number  
**619/420-1859**

Business Web Address  
**http://www.asphaltrepairs.com**

Service Areas  
**Imperial , San Diego**

Address  
**358 TROUSDALE DR  
CHULA VISTA  
CA 91910-1045**

Email:  
**Dru@asphaltrepairs.com**

Total No. of Employees  
**19**

Business Types:  
**Construction**

Notification Preference  
**Email**

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[View Classifications](#)

**Active Certifications**

[?](#)

Certification Type	Status	From	To
DVBE	Approved	11/30/2016	11/30/2018
SB	Approved	11/30/2016	11/30/2018