

# City of San Diego

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A. Demich / Ajaro / egz



## PROPOSAL DOCUMENTS



ORIGINAL

FOR

MACC TASK NUMBER: 05

### AC WATER & SEWER GROUP 1029

RFQ NO.: 1293  
RFP NO.: K-17-1496-MAC-3  
SAP NO. (WBS/IO/CC): B-15174 (W), B-15172 (S)  
CLIENT DEPARTMENT: 2000  
COUNCIL DISTRICT: 4  
PROJECT TYPE: KB, JA

#### THIS TASK IS SUBJECT TO THE FOLLOWING:

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

#### PROPOSALS DUE:

12:00 NOON

FEBRUARY 28, 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 **AC WATER & SEWER GROUP 1029 (MACC Task Number 05)** Design-Build project.
- 1.2. Pursuant to the City's Request for Qualifications (RFQ) **1293**, this RFP is being issued exclusively to the previously selected firms who have each been awarded a Multiple Award Construction Contract (MACC) with the City.
- 1.3. All MACC awardees are to submit a responsive good-faith Proposal for this Task Order. Failure to do so may result in the City's rescinding the award of the MACC contract. MACC awardees who fail to submit Proposals twice in twelve month period may have their MACC contract rescinded and be ineligible to submit future proposals.
- 1.4. Failure to submit all requested information in accordance with the requirements of the RFP may be cause for disqualification.

2. **SUMMARY OF WORK:** This is the City solicitation process to acquire Design-Build services for **AC WATER & SEWER GROUP 1029** Design-Build project. The work includes the replacement of 21,980 LF (4.17 miles) of existing asbestos cement (AC) water main with new PVC water main, including associated water services, fire hydrants, curb ramps, traffic control, etc. It also includes the replacement of 2,140 LF (0.41 miles) of existing 8-inch and 12-inch VCP sewer main with PVC sewer main including associated sewer laterals and manholes. All of the replacement will be performed by open trench, except in the case of a 475 linear feet portion of water pipeline along the Broadway "paper street" immediately west of 69th Street. This section will be replaced using horizontal tunneling to avoid any impact to potentially disturbed sensitive habitat in the "paper street." The sewer pipeline replacement on Brooklyn Avenue will require trenching to a depth of 13' feet, which will disturb approximately 110 cubic yards of previously undisturbed soil below 10 feet in depth. All other soil disturbance will be limited to previously disturbed soils in existing trenches. 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: FEBRUARY 28, 2017, at 12:00 PM.**

5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$6,239,000**.

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

7. **CONTRACT PERIOD:** Project shall be completed, within **487 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. **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:

| SERVICES              | SLBE | ELBE  | DVBE  | Subcontracting Requirement <sup>1</sup> |
|-----------------------|------|-------|-------|---|
| Design Services       | 5.1% | 7.8%  | 1.4%  | 14.3%                                   |
| Construction Services | 7.0% | 15.3% | 4.00% | 26.30%                                  |

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-Builder's Proposals will be further evaluated for their commitment to the City's principles of equal opportunity as specified in this RFP. See Attachment "Proposal Submittal Requirements and Selection Criteria" for more information.

11. **CONTRACTOR LICENSE AND PREQUALIFICATION STATUS:**

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

11.2. The Design-Builder must be prequalified up to the total amount proposed, including any alternates or options, at the time of submission of the proposal.

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

**12. SELECTION AND AWARD SCHEDULE:**

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

|                                     |                   |
|-------------------------------------|-------------------|
| 12.1.1. Pre-Proposal Meeting        | FEBRUARY 9, 2017  |
| 12.1.2. Proposal Due Date           | FEBRUARY 28, 2017 |
| 12.1.3. Presentations or Interviews | MARCH 14, 2017    |
| 12.1.4. Selection and Notification  | APRIL 18, 2017    |
| 12.1.5. Limited Notice to Proceed   | MAY 23, 2017      |

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

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

**Date:** FEBRUARY 9, 2017  
**Time:** 10:00 AM  
**Location:** 1010 Second Avenue Suite 1400 (Large Conference Room)  
San Diego, CA 92101

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

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

13.2. **PRE-BID SITE VISIT:** All those wishing to submit a bid are encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid Site Visit is scheduled as follows:

**Date:** FEBRUARY 9, 2017  
**Time:** 1:00 PM  
**Location:** Corner of Evelyn Street and 69<sup>th</sup> Street  
San Diego, CA 92114

## 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.prismscompliance.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 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.

- 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-Builder 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   |
| 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   |
| <p><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></p>             |         |                 |

## ATTACHMENTS

## **ATTACHMENT A**

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

## ATTACHMENT A

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

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## ATTACHMENT A

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

#### 1. **Project Description:**

- 1.1.** The proposed scope of work includes the replacement of 21,980 LF (4.17 miles) of existing asbestos cement (AC) water main with new PVC water main, including associated water services, fire hydrants, curb ramps, traffic control, etc. It also includes the replacement of 2,140 LF (0.41 miles) of existing 8-inch and 12-inch VCP sewer main with PVC sewer main including associated sewer laterals and manholes. All of the replacement will be performed by open trench, except in the case of a 475 linear feet portion of water pipeline along the Broadway "paper street" immediately west of 69th Street. This section will be replaced using horizontal tunneling to avoid any impact to potentially disturbed sensitive habitat in the "paper street". The sewer pipeline replacement on Brooklyn Avenue will require trenching to a depth of 13' feet, which will disturb approximately 110 cubic yards of previously undisturbed soil below 10 feet in depth. All other soil disturbance will be limited to previously disturbed soils in existing trenches. 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. **Scope of Work:**

- 2.1.** 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.
- 2.2.** 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.
- 2.3.** The Design-Builder covenants that the Services shall meet the performance expectations of the City as described in this Scope. The Design-Builder shall be responsible for achieving Completion of the Project as set forth in the Project Schedule, as the same may be extended from time to time pursuant to the provisions of the Contract.
- 2.4.** 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.

- 2.5.** 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.
- 2.6.** The Scope of Work and Services [Scope] shall also include but is not limited to the following:
  - 2.6.1.** Conducting investigations, as-built research, and additional design survey services including physical and aerial surveys if needed for the completion of design work;
  - 2.6.2.** 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;
  - 2.6.3.** Obtaining plan check approvals; and providing engineering services during construction, startup, and testing;
  - 2.6.4.** Construction of water mains and appurtenances including all high-lining, cut and plug and cut ins;
  - 2.6.5.** Monitoring for potential of any hazardous materials and coordination with local resource agencies;
  - 2.6.6.** Value engineering;
  - 2.6.7.** Additional geotechnical investigation in areas of excavation of undisturbed soil, and where necessary.
  - 2.6.8.** Performance and implementation of QA/QC,
  - 2.6.9.** Landscaping and re-vegetation plan, if required;
  - 2.6.10.** Traffic control, paving, AC overlay or Slurry Seal for all streets, storm water permitting and compliance;
  - 2.6.11.** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and,
  - 2.6.12.** Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.
- 2.7.** The Design-Builder shall use CADD in compliance with the City of San Diego 2016 CADD Standards.
- 2.8.** 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."
- 2.9.** 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), Section 2-6.6 "Procedures for Review of Design Materials".
  - 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), section 2-5.3.1 "General".
  - 3.1.3.** Construction inspection, administration, and material testing
  - 3.1.4.** Plan checking fees.
  - 3.1.5.** One-time orientation on the use of the Public Works Department's GIS and other databases that the City makes available to the Design- Builder.
  - 3.1.6.** Easement Acquisition, including right-of-way drawing.
  - 3.1.7.** Permit fees (not including Caltrans).

### **4. City Provided Information:**

- 4.1.** The City will provide the following information to Design-Builder. The City does not guarantee the accuracy of this information. The Design-Builder shall conduct further research as necessary to verify the information.
  - 4.1.1.** 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. RFI's shall be in a format acceptable to the Engineer, and, at a minimum, shall contain: the Project name and WBS number; the request date; the desired response date; a unique numeric request identifier; a title; a reference to the pertinent part of the Bridging Documents, the Design-Build Special Provisions, or other specific part of the Contract Documents; CPM activity number affected; the written request; the Design-Builder's proposed solution, if appropriate; attachments, if any; and the name, telephone number, e-mail address, and title of the request initiator.

**11. Substitutions:**

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

**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.



economical designs which optimize constructability yet meet all requirements of this Contract, including all applicable laws and applicable architectural concepts, and conceptual designs.

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

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

**13. Surveying:**

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

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

**14. As-built information:**

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

**15. Environmental and Permit Support:**

**15.1.** This Scope is based on studies and reviews performed by City's Development Services Department [DSD] which are included in the Bridging Documents. The Design-Builder shall identify all permits required for the Project as well as all requirements for those permits. All permits shall be acquired by the Design-Builder and the costs thereof paid by City. At the 60%, 100% and Final Design completion levels, the Design-Builder shall submit to City a written list of permits required for the Project. The Design-Builder shall identify all permitting agencies and authorities having

jurisdiction. The Design-Builder shall prepare permit applications and submit the applications to the Engineer for review. The Design-Builder shall provide technical services as required by the permitting agencies during permit acquisition. The Design-Builder shall incorporate mitigation provisions and DSD review requirements, including the certified CEQA document into the Construction Documents. The Design-Builder shall identify and estimate quantities of BMP's to comply with WPCP requirements.

**16. Owner/Governmental Approvals:**

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

**17. Geotechnical Investigation:**

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

**18. Corrosion Survey Report:**

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

**19. Potholing:**

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

- 19.2. The Design-Builder shall provide all services related to the excavation and backfilling of potholes. Pothole excavations shall be in compliance with CAL-OSHA and City safety requirements, and any excavations left open shall be covered with steel plates.
- 19.3. The Design-Builder shall restore and clean-up all work sites.
- 19.4. All utility excavations shall be tied to the horizontal and vertical control information provided by City's survey for this Project. The Design-Builder shall provide the City with a summary which shall include:
  - 19.4.1. Utility.
  - 19.4.2. Conduit quantity, type, and size.
  - 19.4.3. Depth to top of conduit.
  - 19.4.4. Horizontal coordinates (NAD 83).
  - 19.4.5. Surface elevation (M.S.L).
  - 19.4.6. Top elevation of conduit.
- 19.5. At the completion of examining each pothole, the Design-Builder shall:
  - 19.5.1. Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.
  - 19.5.2. Backfill and cover the pipe with native soil.
  - 19.5.3. For those pothole excavations located in the roadway, 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 in accordance with accepted standards of professional skill and attention. The Design-Builder shall be solely responsible for and have control over design and construction means, methods, techniques, sequences, and procedures. The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections, acceptances, or approvals required or performed by persons other than The Design-Builder. The Design-Builder shall employ a competent superintendent and a necessary assistant who shall be present at the Project Site at all times that Work is being performed. The superintendent shall represent the Design-Builder, and communications given to the superintendent shall be as binding as if given to the Design-Builder.

**24. Authorization to Proceed:**

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

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

**24.1.2.** Confirm the next level of design development; and

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

**24.1.4.** Obtain written authorization to proceed with construction.

**25. Design Calculations:**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

- 27.9.10.** Submittal Format for Samples: The Design-Builder shall label or tag each sample, identifying the specification Section number, manufacturer's name and address, brand name, product identification number, and intended use in the Work.
- 27.9.11.** If The Design-Builder receives the prior written approval of the Engineer, the Design-Builder may submit Shop Drawings and Samples during the design process beginning at the 60 percent design level. The Design-Builder shall request such early submittal by submitting a RFI. The Design-Builder shall conform to all other requirements and procedures regarding Shop Drawings and Samples.

**28. Design Development:**

- 28.1.** The Design-Builder shall design the Project in compliance with all applicable laws, City and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the Contract Documents, the Municipal Sewer Approved Materials List, City noise and air pollution emissions regulations, applicable hazardous material handling and disposal regulations, the City's policies, and all other Reference Specifications approved by City at the time of Award.
- 28.2.** The Design-Builder shall prepare and submit design packages for review and acceptance by City in accordance with City's guidelines and the Project Schedule. The Design-Builder's use of City's guidelines shall not reduce, change, mitigate, or absolve the Design-Builder's responsibility for the Project design in any way. The Design-Builder's acts of stamping and signing the drawings, specifications, calculations, or other final design documents shall mean that the Design-Builder understands, accepts, and approves all measures contained in or implied by City's guidelines.
- 28.3.** The Design-Builder shall use the Bridging Documents as the starting point for Project design. The Final Design shall be based on the concepts in these documents. The Design-Builder shall review the Bridging Documents and verify the data and recommendations (i.e., proposed alignments and conceptual plans) prior to including them in the Project design. The Design-Builder shall perform the engineering tasks necessary to refine and optimize the Project, including but not limited to reevaluation and necessary modification of questionable/pending proposed alignments contained in the Bridging Documents.
- 28.4.** The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 29.7 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 Water Pollution Control Plan (WPCP) to be implemented during construction. The WPCP shall be prepared according to the guidelines of the current edition of the City of San Diego Storm Water Standards Manual.

**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. Design Submittals:**

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

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

**29.2.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities, if applicable.

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

**29.2.3.** Reviewed preliminary calculations and hydraulic calculations.

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

1. Title sheet with general notes, vicinity map, key map, and legend.
2. Preliminary list of construction drawings on cover sheet.

3. Locations of existing public and private utilities within the Project area on plan and profile.
  4. Preliminary site plan including construction staging areas (if applicable)
  5. Other drawings, as applicable to show information from pre-design maps.
  6. List of special conditions, if any.
  7. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements with sizes.
  8. Traffic control concept plans (traffic control approach) if applicable.
  9. Specification table of contents prepared in The GREENBOOK format.
- 29.3.** 60 percent design Submittal - The 60 percent design submittal shall include but not be limited to:
- 29.3.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities, if applicable.
  - 29.3.2.** Updated and incorporated information and comments from the 30 percent design submittal.
  - 29.3.3.** Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.
  - 29.3.4.** Location of construction staging areas (if applicable).
  - 29.3.5.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
- 29.4.** Drawings that shall include at a minimum:
- 29.4.1.** Updated plan and profile sheets for the sewer and water improvements, and construction details and notes.
  - 29.4.2.** Identification of both special and standard details.
  - 29.4.3.** A complete list of construction drawings on cover sheet.
  - 29.4.4.** Definition of the construction method to be used for pipe installation.
  - 29.4.5.** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
  - 29.4.6.** Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.
  - 29.4.7.** Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.



- 29.4.8. List of special conditions, if any.
  - 29.4.9. Quantity take-off per plan sheet.
  - 29.4.10. A complete draft of specifications in The GREENBOOK format including:
    - 1. Table of contents.
    - 2. The Design-Build Special Provisions.
- 29.5. 100 percent design Submittal - The 100 percent design submittal shall include but not be limited to:
- 29.5.1. Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
  - 29.5.2. Updated and incorporated information and comments from the 60 percent design submittal.
  - 29.5.3. Completed, reviewed, and bound calculations and hydraulic calculations, if applicable
  - 29.5.4. Updates to geotechnical report, if any.
  - 29.5.5. Permit applications as necessary.
  - 29.5.6. Completed specifications in Green-book format.
  - 29.5.7. Quantity take-off.
  - 29.5.8. Drawings in all disciplines, including final and traffic control Plans approved by City, if any.
  - 29.5.9. A current written list of permits including environmental permits and revised MND required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
- 29.6. **Final Design Submittal** - The Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:
- 29.6.1. Updated and incorporated information and comments from the 100 percent design Submittal.
  - 29.6.2. Comments from permitting agencies, including a log of comments and responses.
  - 29.6.3. A current written list of permits including environmental permits and revised MND required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
  - 29.6.4. City will review the Pre-Final Design and return comments to the Design-Builder. The Design-Builder shall, within 20 Working Days of receipt of City's comments, submit a Final (100%) Design to the Engineer, which shall include but not be limited to:

1. Updated and incorporated comments from the Pre-Final Design Submittal.
  2. Final drawings and calculations must be stamped and signed by a professional engineer. Also, the City requires the original wet-signed mylars be held in City files as legal records of the Project.
- 29.6.5.** Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.

**29.7. Design Submittal Deliverables:**

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

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

| <b>30% Submittal</b>  |  |
|-----------------------|--|
| <b>Title Block:</b>   | Drawing Number<br>Title<br>WBS Number  |
| <b>General:</b>       | North Arrow<br>Scale   |
| <b>Existing Plan:</b> | Ownership Lines<br>Water Services and appurtenances<br>Sewer Laterals and appurtenances<br>Electric Lines, Boxes and Services<br>Telco Lines, Boxes and Services<br>Street Center Line<br>Fire Services<br>Lot Lines<br>Right of Way Lines<br>Street Names<br>Stationing<br>Trolley Tracks |

|                               |  |
|-------------------------------|--|
| <b>Existing Profile:</b>      | Existing Water Mains<br>Horizontal and Vertical Scale<br>Elevation Scales  |
|                               | Existing Grades / Existing Pavement<br>Existing Utility Crossings with Elevations<br>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<br>Addresses<br>Stationing<br>Plugs and Dead End Details<br>Pipe Sizes and Lengths<br>Sewer<br>Laterals<br>Manholes                       |
| <b>Proposed Profile:</b>      | Stationing<br>Pipe Size and Lengths  |
| <b>Sewer:</b>                 | Manhole with Inverts   |
| <b>Final Submittal (100%)</b> |  |
| <b>Title Block:</b>           | Lambert Coordinates<br>Designer's / Drafter's Name<br>Number of Street   |
| <b>General:</b>               | Street Name (RT Margin)<br>Proposed Pipe Data Table<br>Proposed Coordinate Table<br>Construction Notes<br>Details<br>Reference Data<br>Retirement Data |
| <b>Proposed Plan:</b>         | Special Plan Notes<br>Subdivision Name<br>Subdivision Map Number   |

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

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

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

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

**30.1.** The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have 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.

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

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

**30.4.** The Key stakeholders are identified as the public and the City of San Diego. The Design-Builder shall coordinate all activity and Right of Entry permit with the proper residents.

**30.5.** The Community Relations Plan shall include the following scope and services but not limited to:

- 30.5.1.** A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.
- 30.5.2.** A method for construction notification in advance of the start of work.
- 30.5.3.** Attendance and presentation of Project update before and during construction of Projects at community and stakeholder Meetings. Prepare presentation materials in coordination with the City.
- 30.5.4.** Develop written list of follow-up information requested from the community.
- 30.5.5.** Respond to telephone calls and e-mails. Standard telephone service and e-mail responses. Record calls and e-mails on electronic tracking form.
- 30.5.6.** E-mail record of call information to The Design-Builder/Project Team. E-mail updates to stakeholders, Community Groups, City Council and other interested parties.
- 30.5.7.** Create and maintain online Project webpage and newsletters.
- 30.5.8.** Write, edit, update and/or produce brochures, pamphlets and news releases.
- 30.5.9.** Attend progress meeting and provide status of community relations activities.
- 30.5.10.** The plan shall also include a listing of businesses, schools, and major facilities along the alignment which are expected to be impacted by the construction, and proposed mitigation measures to lessen construction impacts.
- 30.5.11.** The plan shall specifically identify the lines of communication within the Design-Builder Team, between the Design-Builder Team and the City and between the Design Builder's public information liaison and the City. The Design-Builder shall be responsible for ensuring that the information to be provided to the public is consistent, updated and accurate.

**31. Quality Assurance and Control:**

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

- 31.1.2. Checklists - As part of the QA/QC Plan, The Design-Builder shall use the City-provided checklists and attach the checklists to the plans and specifications.
- 31.1.3. Final Design - The Design-Builder shall submit QA/QC records for the final specifications and drawings to verify coordination within the engineering discipline, between engineering disciplines, between the final specifications and drawings, and to verify consistency with existing City Projects.
- 31.1.4. Construction QA/QC - The Design-Builder shall be completely and solely responsible for Project QA/QC during construction.

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

**32.1. General**

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

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

**32.2. QA/QC During Design**

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

**32.3. QA/QC Plan:**

- 32.3.1.** Responsibilities: The Design-Builder shall ensure that all members of the Design-Builder's Project team (i.e., preparer, reviewer, checker, and approver) understand their responsibility for quality design.
- 32.3.2.** Design QA/QC Plan: The Design-Builder shall ensure that the design component of its QA/QC Plan includes a specific comprehensive approach to Project QA/QC Plan activities and requires documentation of the actual QA/QC Plan effort and related activities.
- 32.3.3.** Design Review: The Design-Builder shall address all plan check comments received from the City and implement its QA/QC plan prior to re-submittals to the City for review. The Design-Builder shall submit documentation of the QA/QC efforts and related activities as discussed in item 32.3.8., Review and Comment Form, below.



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

**32.3.5.** Calculations:

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

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

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

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

1. The name of the Project;
2. City's contract number;
3. The type of review being conducted;
4. The name/title of the document being reviewed;
5. Identification of the page, paragraph, or drawing being reviewed;

6. The reviewer's comments;
7. The designer's response to the reviewer's comments;
8. The agreed upon resolution with respect to the comments and response;
9. The reviewer's signature and date of review;
10. The designer's signature and date of response; and
11. The signature of the Design-Builder's Project manager and date of review.

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

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

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

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

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

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

**32.4.4.** Factory Inspections and Tests:

1. The Design-Builder agrees that all products, materials, and equipment, shall be subject to inspections, tests, and witness tests by City at the place of manufacture or fabrication.
2. The Design-Builder agrees that City may, at its option, enter into separate contracts with consultants or others to conduct inspections, tests, and witness tests on behalf of City.

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

**32.4.5. Sampling and Testing:**

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

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

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

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

**32.4.7. Special Inspection:**

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

**32.4.8. Installation:**

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

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

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

1. When required by the specifications, the Design-Builder shall cause material or product suppliers or manufacturers to provide qualified personnel to:
  - a) Observe and evaluate:
    - (i) Project Site conditions;
    - (ii) Conditions of surfaces and installation;
    - (iii) Quality of workmanship;
    - (iv) Start-up of equipment; and
    - (v) Testing, adjusting, and balancing of equipment.
  - b) Provide instructions when necessary.
2. The Design-Builder shall report in writing to the Engineer any observations and Project Site decisions or instructions given to the Design-Builder by a material or product supplier or manufacturer's personnel that are supplemental or contrary to the written instructions of the material or product supplier or manufacturer.

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

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

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

**33. Noise Abatement and Control:**

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

**34. Project Meetings:**

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

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

- 34.2. Progress Meetings – Construction Phase - The Design-Builder shall schedule and hold regular weekly progress meetings and at other times as requested by the Engineer. The Design-Builder shall report in writing to the Engineer the previous week's progress and the plans for the upcoming three weeks. Twenty-four hours prior to each progress meeting, Design- Builder shall provide to the Engineer a two-week window (look-ahead) schedule showing activities from the accepted

Project Schedule that are to take place during this period, activities started but not yet completed, and activities which have begun out of sequence. Prior to a progress meeting, the Design-Builder shall submit its progress meeting format to the Engineer for review and acceptance. The Design-Builder shall also submit to the Engineer for review and acceptance:

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

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

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

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

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

**35. Red-lines:**

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

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

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

**35.3.1.** Five complete full-sized sets of blueprint or copies of the final As-Builts.

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

**36. Record Keeping:**

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

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

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



**38. Traffic Control:**

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

**39. Reference Standards:**

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

**40. Design Guidelines:**

- 40.1.** Americans with Disabilities Act (ADA) | Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 40.2.** American Water Works Association (AWWA)
- 40.3.** California Building Code as adopted by the City of San Diego\*
- 40.4.** California Code of Regulations, Title 24
- 40.5.** City of San Diego Approved Materials List (AML) as approved by the Water (<http://www.sandiego.gov/water/cip/guidelines.shtml>) and Metropolitan Wastewater Departments (<http://www.sandiego.gov/mwwd/business/sewer.shtml>)
- 40.6.** City of San Diego Computer Aided Design and Drafting (CADD), <http://www.sandiego.gov/publicworks/edocref/drawings.shtml>
- 40.7.** City of San Diego Landscape Technical Manual
- 40.8.** City of San Diego's Manual of Preparation of Land Development and Public Improvement plans  
<http://www.sandiego.gov/development-services/industry/landdevcode/landdevmanual.shtml>
- 40.9.** City of San Diego Street Design Manual,  
<http://www.sandiego.gov/publicworks/pdf/edocref/streetdesignmanual02.pdf>
- 40.10.** City of San Diego Technical Guidelines for Geotechnical Reports,  
<http://www.sandiego.gov/development-services/pdf/industry/geoguidelines.pdf>
- 40.11.** City of San Diego, Water Department Guidelines and Standards Books 1 through 7  
<http://www.sandiego.gov/water/cip/guidelines.shtml>
- 40.12.** County of San Diego Code of Regulations
- 40.13.** National Electric Code (NBC) as adopted by the City of San Diego\*

- 40.14. State of California Health and Safety Code
  - 40.15. Uniform Fire Code (UFC) as adopted by the City of San Diego\*
  - 40.16. Uniform Mechanical Code (UMC) as adopted by the City of San Diego\*
  - 40.17. Uniform Plumbing Code (UPC) as adopted by the City of San Diego\*
  - 40.18. Construction Planning & Scheduling Manual by AGC of America
  - 40.19. The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents
  - 40.20. City of San Diego Municipal Code;  
<http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni.shtml>
  - 40.21. State Historic Preservation Act
  - 40.22. Storm Water Standards Manual  
<https://www.sandiego.gov/stormwater/regulations/newpermitprog/newdev.shtml>
- \*Any and all codes, regulations, and permits (including amendments) issued by City's Planning and Development Services Department.

**41. Bridging Documents:**

- 41.1. The following is a list of the Bridging Documents for this project available at:  
<ftp://ftp.sannet.gov/OUT/AC%20Water%20and%20Sewer%20Group%201029/>
1. General\Location Map
  2. Preliminary Engineering Report.pdf
  3. Planning Documents\ Preliminary Environmental Assessment.pdf
  4. Planning Documents\ Predesign Location Map.pdf
  5. Predesign Water Map.pdf
  6. Predesign Sewer Map.pdf
  7. Planning Documents\ Predesign OCI Index Map.pdf
  8. Planning Documents\ Predesign Paving Conflict Map.pdf
  9. Planning Documents\ PreDesign Constraints Map.pdf
  10. Planning Documents\ PreDesign Project Coordination Map.pdf
  11. IMCAT Screenshot.pdf
  12. Traffic Count Data.pdf
  13. As-Built Plans
  14. As-Builts\ AT&T

15. As-Builts\ Public

16. As-Builts\ SDG&E

- 42.** Supplemental Requirements: All submitted hardcopy drawings and documents shall also be provided to the City in PDF format with electronically searchable text (not scanned images) to include drawings, specifications, details, reports, RFI's, Invoices, and all other documents of every type. Excel files of documents shall be provided when requested by the City.
- 42.1.** The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations in the Planning Study and the Preliminary Engineering Report (see bridging documents).
- 42.2.** Only ADA improvements triggered by this project shall be included in the design. New sidewalks are not included except to replace portions triggered by ADA compliance requirements. See bridging documents.
- 42.3.** The Design-Builder shall identify all existing fire services by field inspection, research of City records specifically including the City PUD cross connection database, and water billing records, and research of as-builts. Design-Builder shall provide all work necessary to reconnect all existing fire services.
- 42.4.** 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.
- 42.5.** 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.
- 42.6.** 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.
- 42.7.** 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.
- 42.8.** 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.

- 42.9.** The Design/Builder shall submit a brief monthly progress report in a format acceptable to the City, with map illustrating where water, sewer, and storm drain pipe was installed, feet installed, total feet and percent complete (see bridging documents example Sample Progress Map) for the entire duration of the project.
- 42.10.** 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.
- 42.11.** 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.
- 42.12.** 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.
- 42.13.** The Design-Builder shall perform all work described in the Preliminary Engineering Report, Page 7, Sec 3.2.1 Street Resurfacing to define the paving scope of work.
- 42.14.** 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.
- 42.15.** 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

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.

**BID NUMBER:** K-17-1496-MAC-3

**CONTRACT OR TASK TITLE:** AC Water & Sewer Group 1029 (MACC Task No. 5)

**CONTRACTOR:** Orion Construction Corp./Balboa Construction, Inv. J. V.

| Funding Phase | Phase Description   | Phase Start | Phase Finish | Not-to-Exceed Amount           |
|---------------|---|-------------|--------------|--------------------------------|
| 1             | Bonds, 60% Design, Sewer (Imperial to Broadway)                                     | NTP         | 11/30/2017   | \$450,000 (W)<br>\$770,000 (S) |
| 2             | Completion of Design, Water (Imperial to Broadway)                                  | 12/1/2017   | 8/31/2018    | \$3,100,000 (W)                |
| 3             | Water (Broadway to Tarbox), Water (Tarbox to Klauber), Paving Restoration, Striping | 09/01/2018  | NOC          | \$3,377,000 (W)                |
| Total         |   |             |              | \$7,697,000                    |

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: Santiago Crespo

Name: Santiago Crespo  
Project Manager

Department Name: Public Works Department

Date: May 24, 2017

CONTRACTOR

By: Robert B. Wilson

Name: Robert B. Wilson

Title: Vice President

Date: 5/24/2017

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

## ATTACHMENT D

### PREVAILING WAGES

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

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

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

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

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

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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### **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.
- 2-9.2 Survey Service.** DELETE in its entirety and SUBSTITUTE with the following:
1. Prior to start of design, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California performing the survey services for the Project.
  2. Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the survey services for the Project.
  3. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

4. Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet.
5. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
6. You shall preserve construction survey stakes, control points, and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the Engineer at your expense.

#### **2-9.2.1 Survey Files.**

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

**2-9.2.2 Submittal.**

1. Survey files shall be submitted in accordance with 2-5.3, "Submittals" and 2-5.4, "Red-Lines and Record Documents". You shall provide the Survey Files, proposed Drawings, and/or Red-line Drawings on a CD/DVD to the Engineer and shall post the Survey Files, proposed Drawings, and/or Red-line Drawings to the following website:  
<ftp://ftp.sannet.gov/IN/SURVEYS/>
2. After the documents have been posted to the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and to SurveyReview@sandiego.gov.
3. All survey Work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals shall be at your expense.

**2-9.2.3 Payment.**

1. The payment for survey services Work shall be included in the lump sum Bid item for "Survey Services".

**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. See **Appendix F** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) SS-015294; AC Overlay Group4; [CHudson@sandiego.gov](mailto:CHudson@sandiego.gov)
  - b) SS-004960; AC Resurfacing Group 1511; [NDamnjanovic@sandiego.gov](mailto:NDamnjanovic@sandiego.gov)
  - c) SS-029111; PublicWorksCIP; [engineering@sandiego.gov](mailto:engineering@sandiego.gov)
  - d) SS-001927; AC Overlay 1506-JOC2; [KLaSelle@sandiego.gov](mailto:KLaSelle@sandiego.gov)

**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 G** 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).
2. Notify MTS prior to excavating.

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

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

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed in MACC contract or as provided here:
  - a) SS-029111 Slurry Seal[Wunderin Av. between 68<sup>th</sup> St and 69<sup>th</sup> St.] from [03/08/2012] to [03/08/2017] PM: \_\_\_\_\_; Phone: 858-627-3200 (inclusive).
  - b) SS-001927 Slurry Seal [Intersection of 68<sup>th</sup> St. and Akins Av.] from [05/18/2016] to [05/18/2021] PM: Kim LaSelle; [KLaSelle@sandiego.com](mailto:KLaSelle@sandiego.com); Phone: 619-527-7500 (inclusive).
  - c) SS-015294 Slurry Seal [Intersection of Bittern St. and Klauber Av.] from [02/17/2016] to [02/17/2019] PM: MD Rahman; [MMRahman@sandiego.gov](mailto:MMRahman@sandiego.gov); Phone: 619-527-8073

**ADD:**

**6-3.2.1.1 Environmental Document.**

1. The City of San Diego Development Services Department has prepared a Notice of Exemption (NOE) for AC Water & Sewer Group 1029, as referenced in the Contract Appendix. You shall comply with all requirements of the NOE as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**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. 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. 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.

**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.

### **7-3.2.3**

#### **Contractors Pollution Liability Insurance.**

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

### **7-3.2.4**

#### **Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.

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

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

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

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

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

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

**7-3.5 Policy Endorsements.**

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

**7-3.5.1.1 Additional Insured.**

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

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

**7-3.5.3 Contractors Pollution Liability Insurance Endorsements.**

**7-3.5.3.1 Additional Insured.**

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

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

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

employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

**7-3.5.4.1 Additional Insured.**

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

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

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



- 7-3.5.4.2 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.

**7-8.6**            **Water Pollution Control.** ADD the following:

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

**7-20**            **ELECTRONIC COMMUNICATION.** 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.

### **SECTION 9 - MEASUREMENT AND PAYMENT**

**9-3.2**            **Partial and Final Payment.** To Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. As progress payments are made to you, the retention portion is deposited by the City into the Escrow account. Documentation for an Escrow payment shall have an Escrow agreement signed by you, the City, and the Escrow Agent. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

**ADD:**

**9-3.7**            **Compensation Adjustments for Price Index Fluctuations.** To the City Supplement ADD the following:

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

### **SECTION 10 – GREEN BUILDINGS AND STORM WATER MANAGEMENT**

**ADD:**

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

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

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

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

**209-1.1.2 Materials.** To the City Supplement, item 10, ADD the following:

- a) The interior of bells shall be lined **as specified**.

**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 over 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 Type III 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 – UNDERGROUND CONDUIT CONSTRUCTION**

**306-1**      **GENERAL.** ADD the following:

Build the Project in accordance with the water high lining phasing as determined during design.

When installing pipelines within the City's streets, for the following streets, the total time allowed for the completion of Work may not exceed **10** Working Days per **500'** of pipeline installation:

1.      TBD

**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 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.

#### **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 (SSP)**

## SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

**APPENDIX A**  
**NOTICE OF EXEMPTION**



**NOTICE OF EXEMPTION**

*(Check one or both)*

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

FROM: City of San Diego  
Development Services Department  
1222 First Avenue, MS 501  
San Diego, CA 92101

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

Project No.: **B-15172.02.06, & B-15174.02.06**

Project Title: **AC Water & Sewer Group 1029**

Project Location-Specific: Along Hilger Street, Plover Street, Zeller Street, Gibson Street, Tarbox Street, Bittern Street, Evelyn Street, Broadway, 69<sup>th</sup> Street, Broadway Avenue, Wunderlin Avenue, 68<sup>th</sup> Street, Brooklyn Avenue, and Akins Avenue. The project occurs in the Encanto Neighborhoods-Southeastern Community Planning Areas (Council Districts 4).

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

Description of nature and purpose of the Project: The project will replace-in-place approximately 4.0 miles of water main, and approximately 0.6 miles of sewer main. All of the replacement will be performed by open trench, except in the case of a 475 linear feet portion of water pipeline along the Broadway "paper street" immediately west of 69<sup>th</sup> Street. This section will be replaced using horizontal tunneling to avoid potentially disturbed sensitive habitat in the "paper street." The sewer pipeline replacement on Brooklyn Avenue will require trenching to a depth of 13 feet, which will disturb approximately 110 cubic yards of previously undisturbed soil below 10 feet in depth. All other soil disturbance will be limited to previously disturbed soils in existing trenches.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Public Works Department  
Contact: Regan Owen  
525 B Street, Suite 750  
San Diego, CA 92101  
(619) 533-5205

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15301(b) [Existing Facilities]; and 15302(c) [Replacement or Reconstruction]
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines Section 15301(B) [EXISTING FACILITIES], which allows for the repair and maintenance of existing public facilities, including publicly owned utilities and streets, involving negligible or no expansion of the use beyond that existing at the time of the lead agency's determination; §15302(C) [REPLACEMENT OR RECONSTRUCTION], which allows for the replacement or reconstruction of existing utility systems, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and

when the project does not trigger any of the exceptions to categorical exemptions found in State CEQA Guidelines, Section 15300.2. This project would not impact sensitive resources.

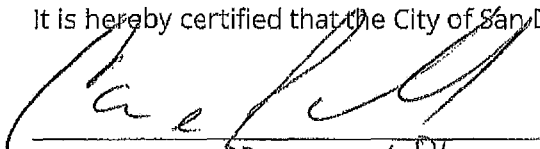
Lead Agency Contact Person: Natalie de Freitas

Telephone: (619) 533-4603

If filed by applicant:

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

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

  
 \_\_\_\_\_  
 Signature/Title *Principal Planner*

*6/24/10*  
 \_\_\_\_\_  
 Date

Check One:

- (X) Signed By Lead Agency
- ( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:

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

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

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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| <b>SUBJECT<br/><br/>FIRE HYDRANT METER PROGRAM<br/>(FORMERLY: CONSTRUCTION METER<br/>PROGRAM)</b> | <b>PAGE 3 OF 10</b>            | <b>EFFECTIVE DATE<br/><br/>October 15, 2002</b> |
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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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| <b>SUBJECT<br/><br/>FIRE HYDRANT METER PROGRAM<br/>(FORMERLY: CONSTRUCTION METER<br/>PROGRAM)</b> | <b>PAGE 4 OF 10</b>            | <b>EFFECTIVE DATE<br/><br/>October 15, 2002</b> |
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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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| <b>SUBJECT<br/><br/>FIRE HYDRANT METER PROGRAM<br/>(FORMERLY: CONSTRUCTION METER<br/>PROGRAM)</b> | <b>PAGE 6 OF 10</b>            | <b>EFFECTIVE DATE<br/><br/>October 15, 2002</b> |
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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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|---|--------------------------------|---|
| <b>CITY OF SAN DIEGO CALIFORNIA<br/>DEPARTMENT INSTRUCTIONS</b>                                   | <b>NUMBER<br/>DI 55.27</b>     | <b>DEPARTMENT<br/>Water Department</b>          |
| <b>SUBJECT<br/><br/>FIRE HYDRANT METER PROGRAM<br/>(FORMERLY: CONSTRUCTION METER<br/>PROGRAM)</b> | <b>PAGE 7 OF 10</b>            | <b>EFFECTIVE DATE<br/><br/>October 15, 2002</b> |
|   | <b>SUPERSEDES<br/>DI 55.27</b> | <b>DATED<br/>April 21, 2000</b>                 |

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

|   |                                |   |
|---|--------------------------------|---|
| <b>CITY OF SAN DIEGO CALIFORNIA<br/>DEPARTMENT INSTRUCTIONS</b>                                   | <b>NUMBER<br/>DI 55.27</b>     | <b>DEPARTMENT<br/>Water Department</b>          |
| <b>SUBJECT<br/><br/>FIRE HYDRANT METER PROGRAM<br/>(FORMERLY: CONSTRUCTION METER<br/>PROGRAM)</b> | <b>PAGE 8 OF 10</b>            | <b>EFFECTIVE DATE<br/><br/>October 15, 2002</b> |
|   | <b>SUPERSEDES<br/>DI 55.27</b> | <b>DATED<br/>April 21, 2000</b>                 |

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.

|   |                                |   |
|---|--------------------------------|---|
| <b>CITY OF SAN DIEGO CALIFORNIA<br/>DEPARTMENT INSTRUCTIONS</b>                                   | <b>NUMBER<br/>DI 55.27</b>     | <b>DEPARTMENT<br/>Water Department</b>          |
| <b>SUBJECT<br/><br/>FIRE HYDRANT METER PROGRAM<br/>(FORMERLY: CONSTRUCTION METER<br/>PROGRAM)</b> | <b>PAGE 9 OF 10</b>            | <b>EFFECTIVE DATE<br/><br/>October 15, 2002</b> |
|   | <b>SUPERSEDES<br/>DI 55.27</b> | <b>DATED<br/>April 21, 2000</b>                 |

**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.

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

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

**Larry Gardner  
Water Department Director**

- Tabs: 1. Fire Hydrant Meter Application  
2. Construction & Maintenance Related Activities With No Return To Sewer  
3. Notice of Discontinuation of Service

#### **APPENDIX**

**Administering Division:** Customer Support Division

**Subject Index:** Construction Meters  
Fire Hydrant  
Fire Hydrant Meter Program  
Meters, Floating or Vehicle Mounted  
Mobile Meter  
Program, Fire Hydrant Meter

**Distribution:** DI Manual Holders



# Application for Fire (EXHIBIT A) Hydrant Meter

(For Office Use Only)

|        |      |
|--------|------|
| NS REQ | FAC# |
| DATE   | BY   |

METER SHOP (619) 527-7449

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

## Meter Information

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

## Company Information

|   |        |                      |            |
|---|--------|----------------------|------------|
| Company Name:   |        |                      |            |
| Mailing Address:  |        |                      |            |
| City:   | State: | Zip:                 | Phone: ( ) |
| *Business license#  |        | *Contractor license# |            |
| A Copy of the Contractor's license OR Business License is required at the time of meter issuance.   |        |                      |            |
| Name and Title of Billing Agent:<br><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**

|   |       |                           |                      |
|---|-------|---------------------------|----------------------|
| City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123 |       | <b>Contractor's Name:</b> |                      |
| <b>Project Name:</b>  |       | Contractor's Address:     |                      |
| Work Order No or Job Order No.  |       |                           |                      |
| City Purchase Order No.   |       | Contractor's Phone #:     | <b>Invoice No.</b>   |
| Resident Engineer (RE):   |       | Contractor's fax #:       | <b>Invoice Date:</b> |
| RE Phone#:  | Fax#: | Contact Name:             | Billing Period: ( to |

| Item # | Item Description  | Contract Authorization |       |     |           | Previous Totals To Date |        | This Estimate |        | Totals to Date      |        |
|--------|---|------------------------|-------|-----|-----------|-------------------------|--------|---------------|--------|---------------------|--------|
|        |   | Unit                   | Price | Qty | Extension | %/QTY                   | Amount | % / QTY       | Amount | % / QTY             | Amount |
| 1      |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 2      |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 3      |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 4      |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 5      |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 6      |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 7      |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 8      |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 9      |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 10     |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 11     |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 12     |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 13     |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 14     |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 15     |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 16     |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 17     | <b>Field Orders</b>                                       |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
| 18     |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
|        | <b>CHANGE ORDER No.</b>                                   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
|        |   |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | 0.00%               | \$ -   |
|        | Total Authorized Amount (including approved Change Order) |                        |       |     | \$ -      |                         | \$ -   |               | \$ -   | <b>Total Billed</b> | \$ -   |

**SUMMARY**

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

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

\_\_\_\_\_  
Resident Engineer

\_\_\_\_\_  
Construction Engineer

**Retention and/or Escrow Payment Schedule**

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

Contractor Signature and Date: \_\_\_\_\_

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

PREDESIGN LOCATION MAP

**AC WATER AND SEWER GROUP 1029**



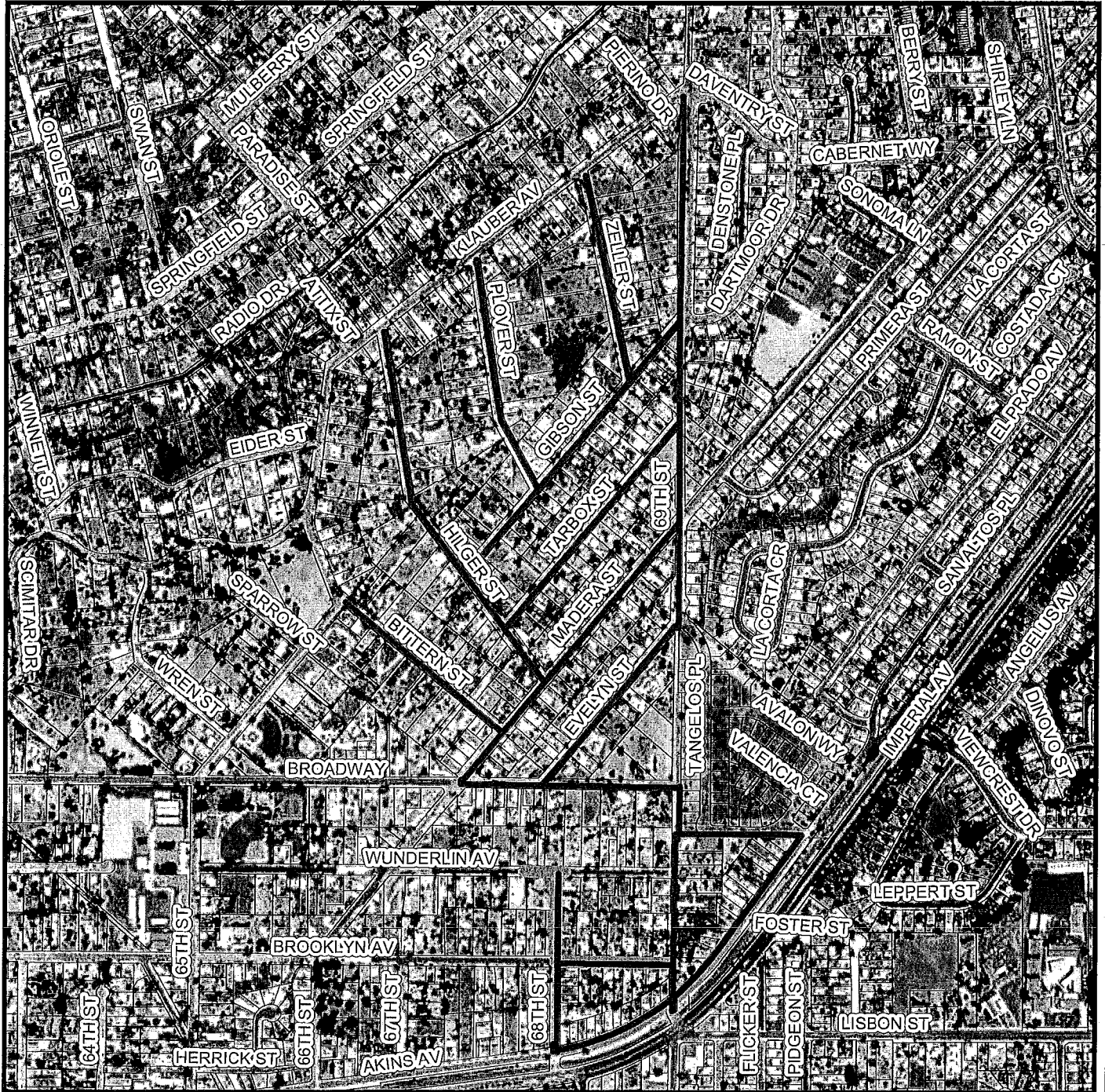
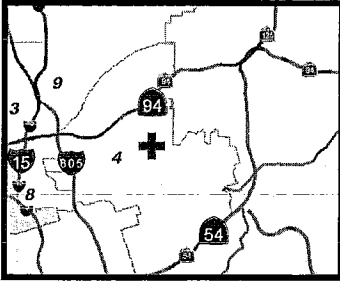
PROJECT IMPLEMENTATION DIVISION

PREDESIGN SENIOR ENGINEER  
ALEX GARCIA  
(619) 533-3634

PREDESIGN PROJECT MANAGER  
ERIC WILDBERGER  
(619) 533-3765

PREDESIGN PROJECT ENGINEER  
ERIC WILDBERGER  
(619) 533-3765

PREDESIGN DRAFTER  
TEDDY RAMOS  
(619) 533-3734



**Legend**

- AC Water and Sewer 1029 (W)
- AC Water and Sewer 1029 (S)



No Scale

Document Path: S:\PITS\ITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Water & Sewer Projects\AC Water Projects\AC Water and Sewer Group 1029\CIP Tracking\Location Maps\PreDesign Location Map (10-21-2015).mxd

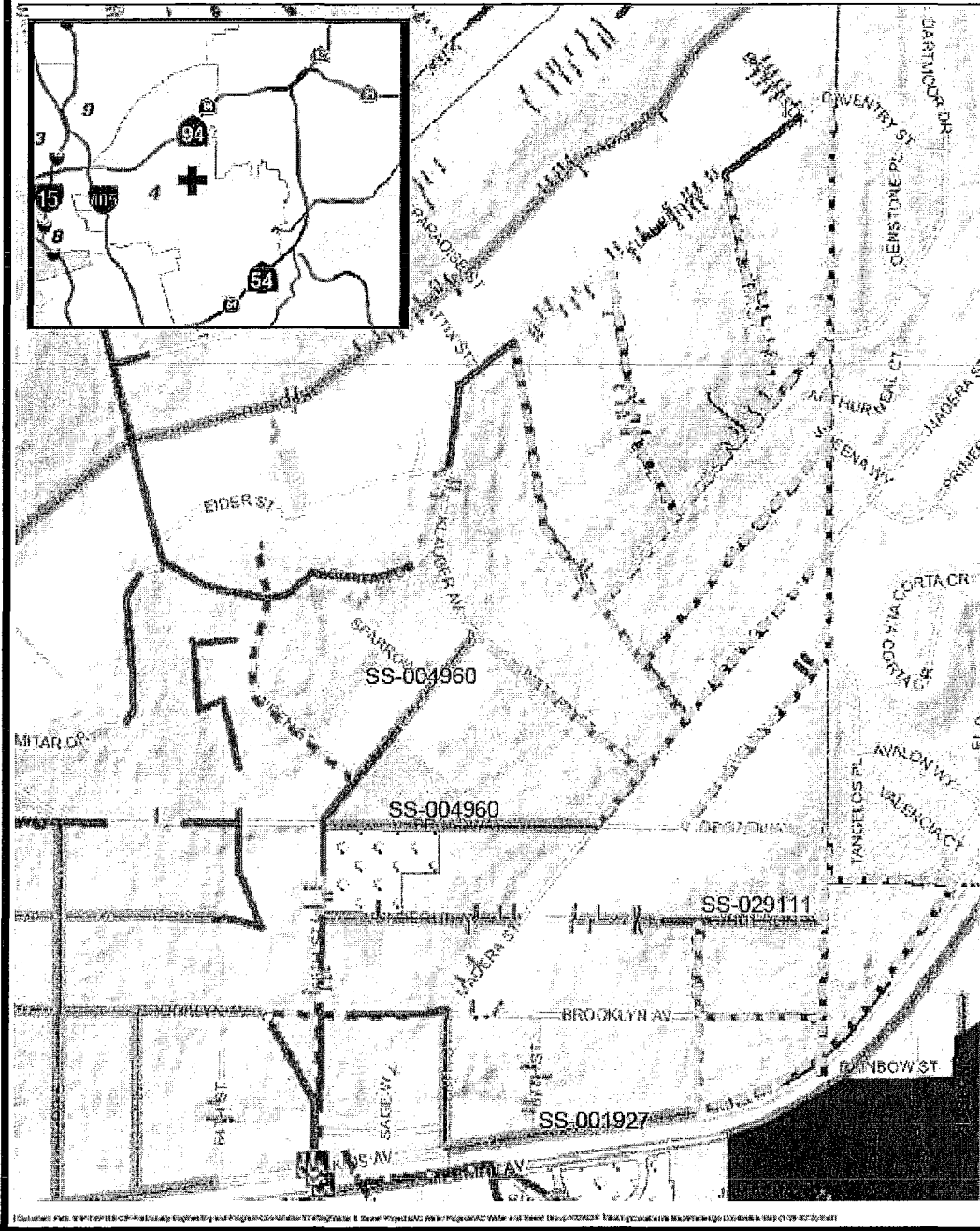


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**APPENDIX F**  
**ADJACENT PROJECTS**

IMCAT SCREEN SHOT  
**AC WATER AND SEWER 1029**

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Date: 1/29/2015



CITY OF SAN DIEGO  
**PUBLICWORKS**  
 DEPARTMENT  
 PROJECT IMPLEMENTATION DIVISION



Map created by: [unreadable] 1/29/2015 11:45 AM



## APPENDIX G

### ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

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

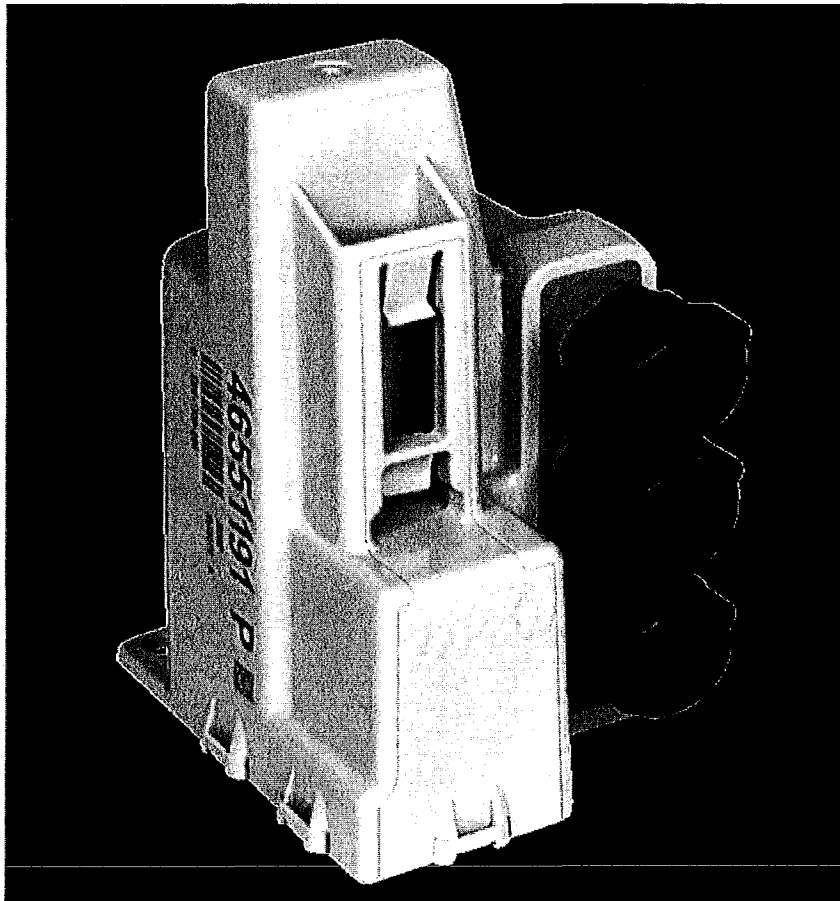
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water.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

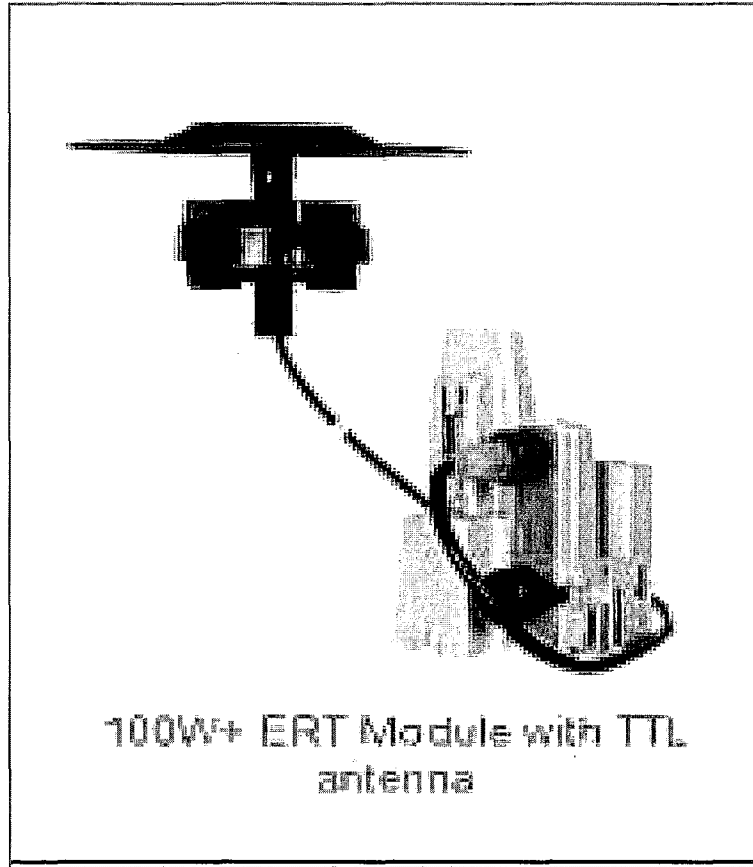
- A. Endpoints, see Photo 1:

**Photo 1**



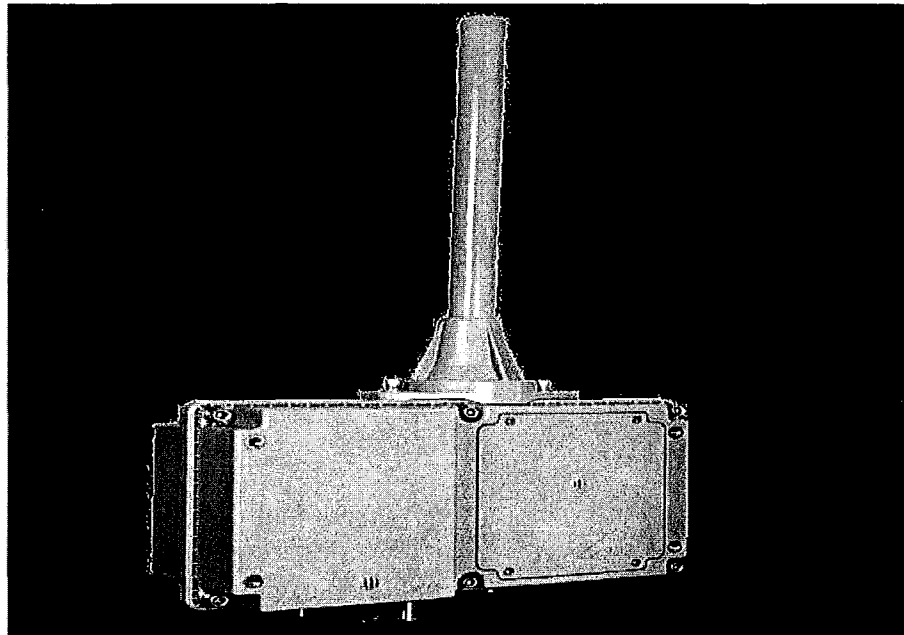
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

**Photo 2**



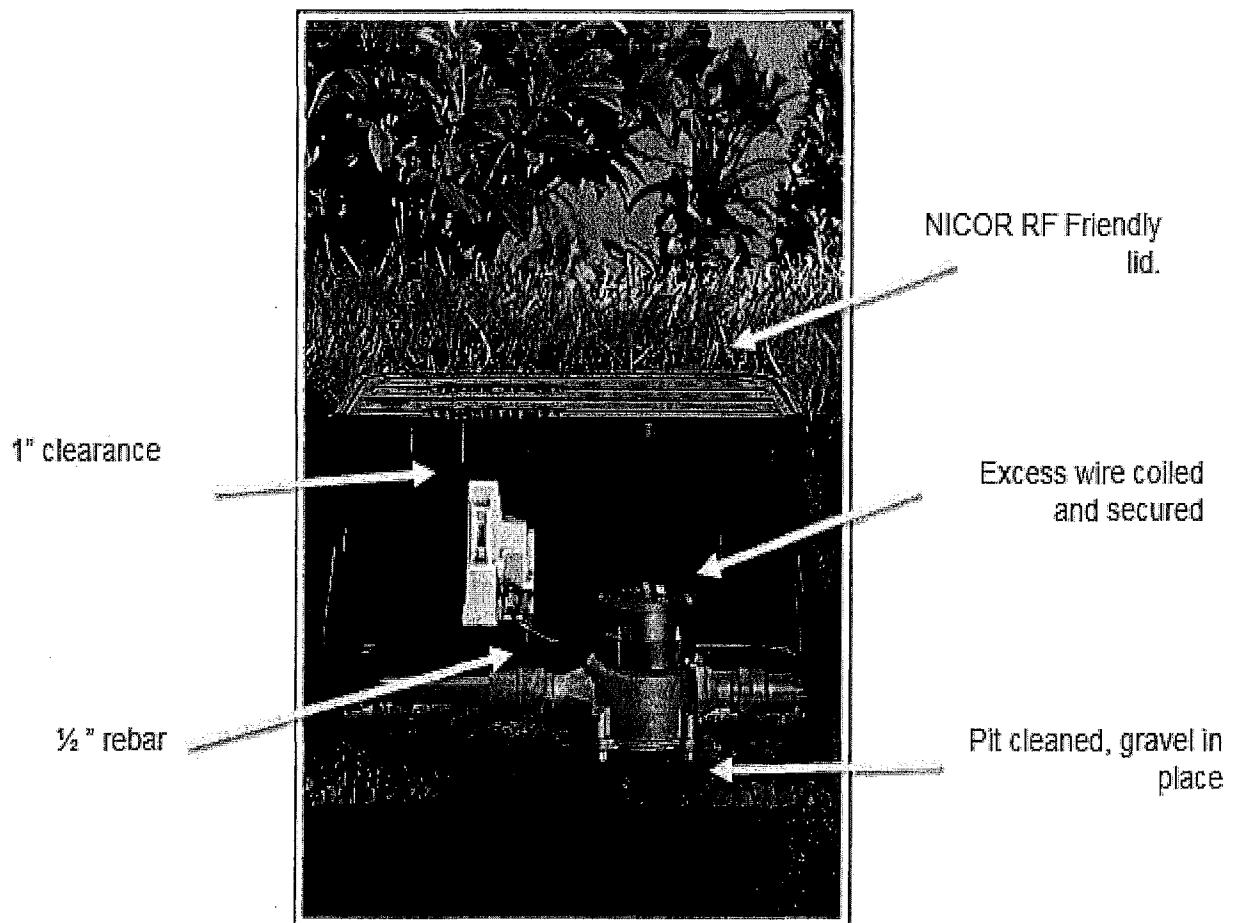
Network Devices, see Photo 3:

**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**

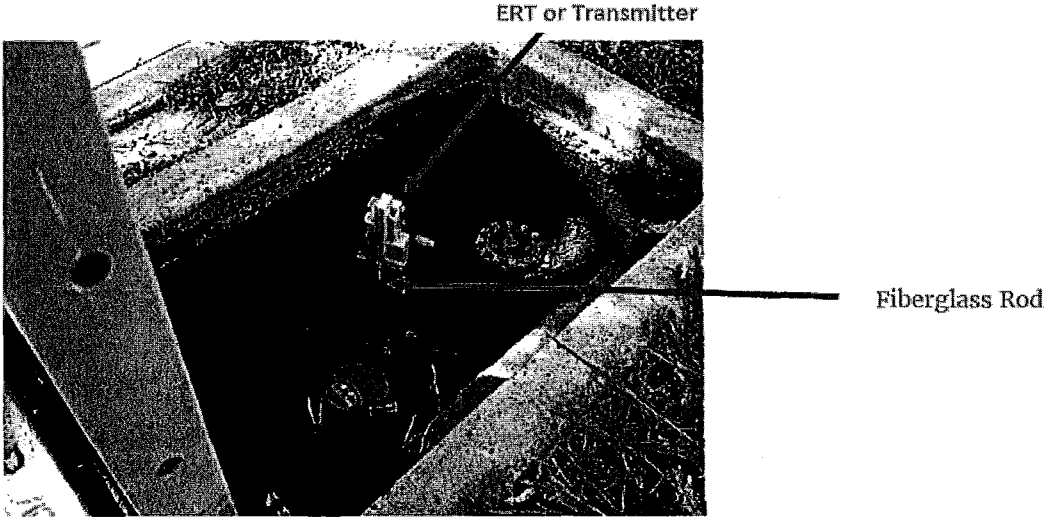
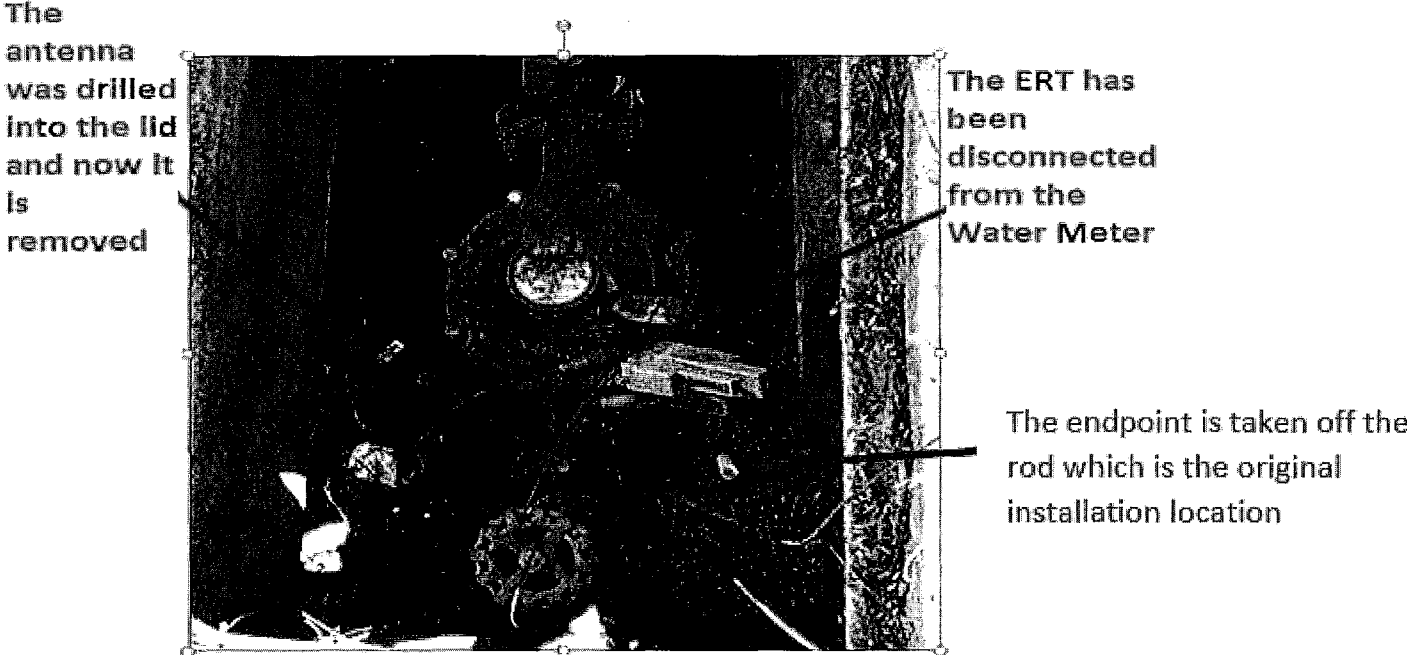


Photo 6 below is an example of disturbance that shall be avoided:

**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:

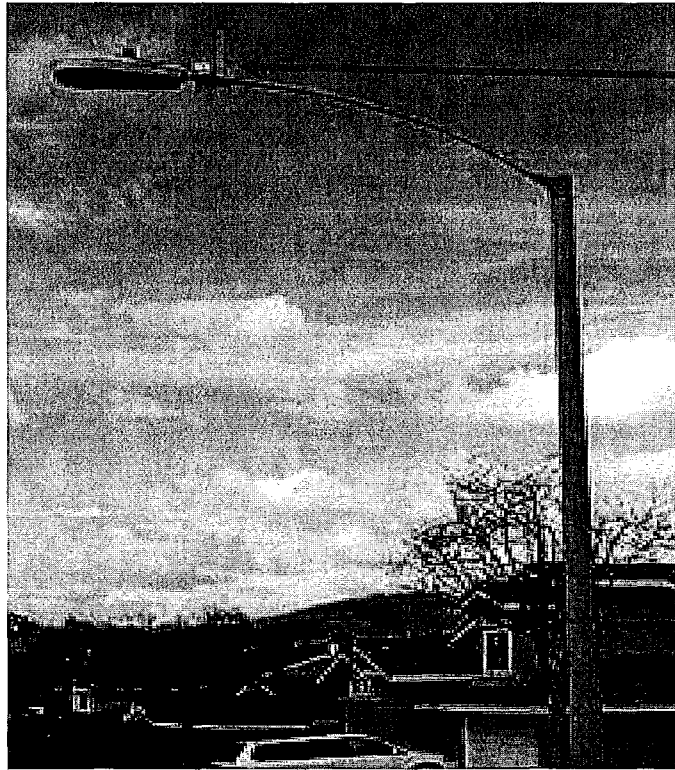
**Photo 7**



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.**

**APPENDIX H**  
**HYDROSTATIC DISCHARGE FORM**

---



**Hydrostatic Discharge Requirements Certification** (Discharge Events  $\geq$  325,850 gpd)

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

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

**Is Discharge Within Limits?**

**Comment/Action Taken**

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

**Qualified Personnel Conducting Tests (Print Name):**

**SAP No.(s):**

**\*Signed:**

**Project Name:**

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

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

**APPENDIX I**  
**SAMPLE OF PUBLIC NOTICE**

---

# FOR SAMPLE REFERENCE ONLY



## CONSTRUCTION NOTICE

### PROJECT TITLE

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

**The work will consist of:**

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

**How your neighborhood may be impacted:**

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

**Hours and Days of Operation:**

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

**City of San Diego Contractor:**

Company Name, XXX-XXX-XXXX



## CONSTRUCTION NOTICE

### PROJECT TITLE

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

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- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

**Hours and Days of Operation:**

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

**City of San Diego Contractor:**

Company Name, XXX-XXX-XXXX

**APPENDIX J**  
**HAZARDOUS LABEL/FORMS**

# HAZARDOUS WASTE

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

GENERATOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_

ERA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_ / /

CONTENTS, COMPOSITION \_\_\_\_\_

PROPER DOT SHIPPING NAME \_\_\_\_\_

TECHNICAL NAME (S) \_\_\_\_\_

UNNA NO. WITH PREFIX \_\_\_\_\_

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

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

# INCIDENT/RELEASE ASSESSMENT FORM <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

|          |   |  |
|----------|---|--|
| <b>A</b> | BUSINESS NAME   | FACILITY EMERGENCY CONTACT & PHONE NUMBER<br>( ) -   |
| <b>B</b> | INCIDENT DATE<br>MO DAY YR  | TIME NOTIFIED<br>OES (use 24 hr time)  |
| <b>C</b> | INCIDENT ADDRESS LOCATION   | CITY / COMMUNITY COUNTY ZIP  |
| <b>D</b> | CHEMICAL OR TRADE NAME (print or type)  | CAS Number   |
| <b>E</b> | 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"/>                       |
| <b>F</b> | PHYSICAL STATE CONTAINED<br><input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS   | PHYSICAL STATE RELEASED<br><input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS |
| <b>G</b> | ENVIRONMENTAL CONTAMINATION<br><input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER   | QUANTITY RELEASED<br>TIME OF RELEASE DURATION OF RELEASE<br>— DAYS — HOURS — MINUTES                                   |
| <b>H</b> | ACTIONS TAKEN   |  |
| <b>I</b> | KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)   |  |
| <b>J</b> | <input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____   |  |
| <b>K</b> | <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____   |  |
| <b>L</b> | <input type="checkbox"/> NOTKNOWN (explain) _____   |  |
| <b>M</b> | ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS  |  |
| <b>N</b> | COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)  |  |
| <b>O</b> | 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. |  |
| <b>P</b> | REPORTING FACILITY REPRESENTATIVE (print or type) _____   |  |
| <b>Q</b> | SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____  |  |



## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

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

### **BASIC INSTRUCTIONS:**

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

### **SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

**Block H:** List any additional pertinent information.

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

### **MAIL THE COMPLETED REPORT TO:**

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

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

**APPENDIX K**

**SAMPLE ARCHAEOLOGY INVOICE**

---

**(FOR ARCHAEOLOGY ONLY)**

**Company Name**

**Address, telephone, fax**

**Date:** Insert Date

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

**Project Name:** Insert Project Name

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

**Drawing Number:** Insert Drawing Number

**Invoice period:** Insert Date to Insert Date

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

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

Summary of charges:

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

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

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

Summary of charges:

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

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

**Total invoiced to date:** \$ \_\_\_\_\_

Note 1:

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

Note 2:

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

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

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

**ATTACHMENT F**  
**INTENTIONALLY LEFT BLANK**

**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. 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 (15 Points Max)**

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

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

- 6.1. Describe 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 highlining plan for each site
  - 6.2.6. Phasing of design and construction work of each site separately
  - 6.2.7. Curb Ramp Design and Installation plan pursuant to the ADA Preliminary Engineering report (part of the bridging documents) and highlight any Modification, if any.
  - 6.2.8. Phasing and Coordination with Adjacent Projects
  - 6.2.9. Storm Water Pollution Control Best Management Practices.
  - 6.2.10. Subsurface Investigation and Geotechnical Work.
  - 6.2.11. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design) and proposed durations.
  - 6.2.12. Estimate the following quantities amounts need to complete our entire project, per your proposed design and construction methods. Quantities will only be used to evaluate the Technical Portion of the RFP. The actual quantities will vary during the actual design and construction of the project:
    - 1) Additional Bedding - \_\_CY
    - 2) Imported Backfill - \_\_TON
    - 3) Asphalt Pavement Repair - \_\_SF
    - 4) Additional Curb & Gutter - \_\_LF
    - 5) Additional Sidewalk Removal & Replacement - \_\_SF
    - 6) Additional Pavement Removal & Disposal - \_\_CY



## **7. Construction Plan (40 Points Max)**

- 7.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
  - 7.1.1. Construction approach and methods
  - 7.1.2. Plan for operation of facility during construction
  - 7.1.3. Plan for phasing of construction activities
  - 7.1.4. General plan for functional testing and start-up.
  - 7.1.5. Proposed safety program
  - 7.1.6. Proposed emergency response plan
  - 7.1.7. Water highlining plan for each site
  - 7.1.8. Phasing of design and construction work of each site separately
  - 7.1.9. Proposed construction schedule
  - 7.1.10. Traffic Control Management
  - 7.1.11. Community Impact
- 7.2. Project Coordination - The Design-Builder shall identify the following:
  - 7.2.1. The processes and procedures it will use to ensure that all Work is properly coordinated.
  - 7.2.2. The design and construction coordination requirements with governmental entities and agencies, utilities, Underground Service Alert, City forces, and all other persons or entities involved in infrastructure improvements or otherwise affected by Project design and construction requirements.
  - 7.2.3. The design coordination system between drawings and specifications and disciplines.
  - 7.2.4. The system for tracking questions and responses.
  - 7.2.5. The system for coordinating work among subcontractors and equipment manufacturers.
- 7.3. Critical Path Schedule - The RFP requires the Design-Builder to complete the Project within a certain number of Working Days. The Design-Builder shall include a summary level critical path method (CPM) schedule in the form of a bar chart that identifies all Project milestones set forth in this RFP, including its Attachments such as additional tasks or milestones, as well as all critical activities the Design-Builder anticipates performing and coordinating with others to complete the

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

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

**TOTAL POINTS: 100**

## **8. Review of Technical Proposal**

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

**9. Final Selection Based On Adjusted Low Proposal**

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

| <b>Design-Builder</b> | <b>Qualitative Score (800 Maximum)</b> | <b>Price Proposal</b> | <b>Adjusted Price *</b> |
|-----------------------|--|-----------------------|-------------------------|
| 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 **AC Water & Sewer Group 1029**, 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  | NAICS CODE | DESCRIPTION                     | QUANTITY | D* | UNIT | UNIT PRICE   | EXTENSION             |
|---|------------|---------------------------------|----------|----|------|--------------|-----------------------|
| <b>BASE PROPOSAL</b>  |            |                                 |          |    |      |              |                       |
| 1   | 524126     | Bonds (Payment and Performance) | 1        |    | LS   | <del> </del> | \$ 67,000.00          |
| 2   | 541330     | Engineering and Design Services | 1        | D  | LS   | <del> </del> | \$ 550,000.00         |
| 3   | 237110     | Construction                    | 1        |    | LS   | <del> </del> | \$ 6,699,000.00       |
| 4   |            | CityContingency(EOCTypell)      | 1        |    | AL   | <del> </del> | \$ 250,000.00         |
| 5   | 541330     | WPCP Development                | 1        | D  | LS   | <del> </del> | \$ 2,000.00           |
| 6   | 237990     | WPCP Implementation             | 1        |    | LS   | <del> </del> | \$ 79,000.00          |
| 7   | 541370     | Survey Services                 | 1        | D  | LS   | <del> </del> | \$ 50,000.00          |
| <b>TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO. 1 THROUGH 7 INCLUSIVE)::</b> |            |                                 |          |    |      |              | <b>\$7,697,000.00</b> |

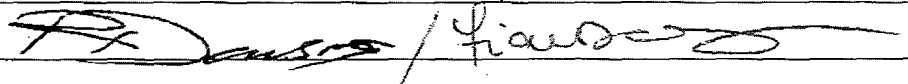
**\* Design Element (For City Use)**

Total Price For Design-Build Proposal, (items 1 through 7, inclusive) amount written in words:

Seven Million Six Hundred Ninety-Seven Thousand Dollars and Zero Cents.

Design-Builder: Orion Construction Corporation / Balboa Construction Inc., J.V.

Title: President - Orion Construction / President - Balboa Construction

Signature: 

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

Richard Dowsing, President/Secretary/Treasurer – Orion Construction Corporation

Fia Dowsing, President/Secretary/Treasurer – Balboa Construction

**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>d</sup> | WHERE CERTIFIED <sup>m</sup> | CHECK IF JOINT VENTURE PARTNERSHIP |
|---|-------------------------|---|-----------------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: <u>Rap Engineering, Inc.</u><br>Address: <u>503 East Mission Road</u><br>City: <u>San Marcos</u><br>State: <u>CA</u><br>Zip: <u>92069</u><br>Phone: <u>760-233-2980</u><br>Email: <u>sbrown@rapengine.com</u> | Constructor             | A 880956<br><br>DIR 1000002968  | Portions of AC Paving | \$400,000                   | SLBE   | City                         |                                    |
| Name: <u>G.Scott Asphalt</u><br>Address: <u>358 Trousdale Drive</u><br>City: <u>Chula Vista</u><br>State: <u>CA</u><br>Zip: <u>91910-1045</u><br>Phone: <u>619-420-1854</u><br>Email:                               | Constructor             | <i>CWO</i><br><i>C12 751836</i><br><del>A, C10 222252</del><br>DIR 1000004252 | Slurry Seal           | \$100,000                   | DVBE   | CADoGS                       |                                    |

G) 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 |  |         |

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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: <u>Payco Specialties, Inc.</u><br>Address: <u>120 North Second Avenue</u><br>City: <u>Chula Vista</u><br>State: <u>CA</u><br>Zip: <u>91910</u><br>Phone: <u>619-422-9204</u><br>Email: <u>estimating@payco.biz</u> | Constructor             | A, C-32 298637<br><br>DIR 1000003515 | Striping           | \$12,000                    | SLBE   | City                         |                                    |
| Name: <u>Humanability</u><br>Address: <u>4452 Park Blvd. #208</u><br>City: <u>San Diego</u><br>State: <u>CA</u><br>Zip: <u>92116</u><br>Phone: <u>619-794-6406</u><br>Email: <u>paula@humanability.biz</u>               | Constructor             | N/A<br>Consultant                    | Community Outreach | \$12,000                    | ELBE   | City                         |                                    |

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|   |        |  |         |
|---|--------|--|---------|
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| 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 <sup>†</sup> | WHERE CERTIFIED <sup>m</sup> | CHECK IF JOINT VENTURE PARTNERSHIP |
|---|-------------------------|----------------------------------|-------------------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: <u>Miramar General Engineering</u><br>Address: <u>8400 Miramar Road Suite 222 A</u><br>City: <u>San Diego</u><br>State: <u>CA</u><br>Zip: <u>92126</u><br>Phone: <u>858-251-4300</u><br>Email: <u>alex@miramargeneral.com</u> | Constructor             | A, 1009541<br><br>DIR 1000003515 | Concrete Flatwork       | \$225,000                   | ELBE   | City                         |                                    |
| Name: <u>Red Tail Monitoring</u><br>Address: <u>P.O Box 507</u><br>City: <u>Santa Ysabel</u><br>State: <u>CA</u><br>Zip: <u>92070</u><br>Phone: <u>760-803-5694</u><br>Email: <u>cjinton73@aol.com</u>                              | Constructor             | N/A<br>Consultant                | Archeo/Paleo Monitoring | \$10,000                    | SLBE   | City                         |                                    |

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|   |        |  |         |
|---|--------|--|---------|
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| 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: <u>Golden State Boring</u><br>Address: <u>70000 Merrill Avenue Box 40</u><br>City: <u>Chino</u><br>State: <u>CA</u><br>Zip: <u>91710</u><br>Phone: <u>909-930-5811</u><br>Email: <u>jeff@goldenstateboring.com</u>     | Constructor             | A, 678500<br><br>DIR 1000005788 | Jack and Bore              | \$125,000                   | OBE  |                              |                                    |
| Name: <u>Southern California Soils and Testing</u><br>Address: <u>6280 Riverdale Street</u><br>City: <u>San Diego</u><br>State: <u>CA</u><br>Zip: <u>92120</u><br>Phone: <u>619-280-4321</u><br>Email: <u>award@scst.com</u> | Designer                | N/A<br>Consultant               | Geotechnical Investigation | \$10,682                    | DVBE   | CADoGS                       |                                    |

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| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
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| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

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|  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
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|---|-------------------------|------------------------------|---------------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: <u>Balboa Engineering, Inc.</u><br>Address: <u>14204 Caminito Lazanja</u><br>City: <u>San Diego</u><br>State: <u>CA</u><br>Zip: <u>92127</u><br>Phone: <u>858-200-5044</u><br>Email: <u>mattdorman4@gmail.com</u> | Designer                | N/A<br>Consultant            | Design<br>Potholing | \$45,000                    | SLBE   | City                         |                                    |
| Name: <u>Land Surveying Consultants, Inc.</u><br>Address: <u>318 State Place</u><br>City: <u>Escondido</u><br>State: <u>CA</u><br>Zip: <u>92029</u><br>Phone: <u>760-738-8804</u><br>Email: <u>kbrewer@41scinc.com</u>  | Designer                | N/A<br>Consultant            | Survey              | \$40,000                    | ELBE   | City                         |                                    |

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

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|--|-------------------------|------------------------------|---------------------------|-----------------------------|--|------------------------------|------------------------------------|
| Name: <u>Humanability</u><br>Address: <u>4452 Park Blvd. #208</u><br>City: <u>San Diego</u><br>State: <u>CA</u><br>Zip: <u>92116</u><br>Phone: <u>619-794-6406</u><br>Email: <u>paula@humanability.biz</u> | Designer                | N/A<br>Consultant            | Community<br>Liaison Plan | \$15,000                    | ELBE   | City                         |                                    |
| Name: <u>GHD</u><br>Address: <u>3750 Convoy Street, #220</u><br>City: <u>San Diego</u><br>State: <u>CA</u><br>Zip: <u>92111</u><br>Phone: <u>858-244-0440</u><br>Email: <u>phil.slagel@ghd.com</u>         | Designer                | N/A<br>Consultant            | Civil Design              | \$275,000                   | OBE  | N/A                          |                                    |

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|   |        |  |         |
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|--|--------|--|----------|
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| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
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|---|-------------------------|------------------------------|--|-----------------------------|--|------------------------------|------------------------------------|
| Name: <u>Dick Miller, Inc.</u><br>Address: <u>930 Boardwalk, Suite H</u><br>City: <u>San Marcos</u><br>State: <u>CA</u><br>Zip: <u>920078</u><br>Phone: <u>760-471-6842</u><br>Email: <u>gbullock@dickmillerinc.com</u> | Constructor             | A 380204<br>DIR 1000004547   | Portions of Water and Sewer Installation | \$1,400,000                 | SLBE   | City                         |                                    |
| Name: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>Email: _____  |                         |                              |  |                             |  |                              |                                    |

G) 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 |  |         |

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

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

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

**DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED 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.

| <b>NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER</b>  | <b>MATERIALS OR SUPPLIES</b>   | <b>DOLLAR VALUE OF MATERIAL OR SUPPLIES</b> | <b>SUPPLIER (Yes/No)</b> | <b>MANUFACTURER (Yes/No)</b> | <b>MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB<sup>①</sup></b> | <b>WHERE CERTIFIED<sup>②</sup></b> |
|---|--------------------------------|---|--------------------------|------------------------------|--|------------------------------------|
| Name: <u>Draves Pipeline</u><br>Address: <u>P.O. Box 1051</u><br>City: <u>Bonsall</u> State: <u>CA</u><br>Zip: <u>92003</u> Phone: <u>760-728-7094</u><br>Email: <u>dale@dravespipeline.com</u> | Portions of Pipeline Materials | \$400,000.00                                | Yes                      | No                           | DVBE   | CADoGS                             |
| Name: _____<br>Address: _____<br>City: _____ State: _____<br>Zip: _____ Phone: _____<br>Email: _____  |                                |   |                          |                              |  |                                    |

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

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

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

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

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

**ATTACHMENT I**  
**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.**

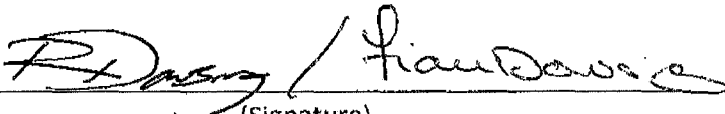
**DESIGN-BUILD PROPOSAL**

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 **AC Water & Sewer Group 1029** Design-Build Contract
  
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
  
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
  
4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

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

Dated: 3/3/2017

The Design-Builder: Orion Construction Corporation / Balboa Construction Inc., J.V.

By:   
(Signature)

Title: President, Orion President, Balboa



## 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 \_\_\_\_\_


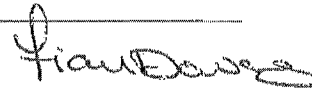
**IF A PARTNERSHIP, SIGN HERE:**

- (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 Orion Construction Corporation/Balboa Construction Inc., J.V.

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

 (Signature)   
Richard Dowsing Fia Dowsing

(Printed Name)

President, Orion

President, Balboa

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 2185 La Mirada Drive

(5) City and State Vista, CA Zip Code 92081

(6) Telephone No. 760-597-9660 Facsimile No. 760-597-9661

(7) Email Address Richard.dowsing@orionconstruction.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. 788132 EXPIRES 11/30/18

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000015426

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): 33-0339762

E-Mail Address: Richard.dowsing@orionconstruction.com

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

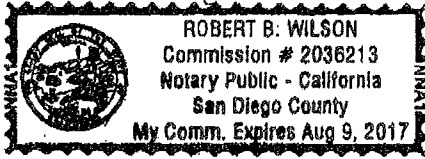
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature *Richard Dowsing* Title President-Orion / President Balboa

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 3<sup>rd</sup> DAY OF March, 2017.

Notary Public in and for the County of San Diego, State of California  
*Robert B. Wilson*

(NOTARIAL SEAL)



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

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

Orion Construction/Balboa Construction JV, a corporation, as principal, and Western Surety 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 **Seven Million Six Hundred Ninety-Seven Thousand Dollars 00/100 (\$7,697,000.00)** for the faithful performance of the annexed contract, and in the sum of **Seven Million Six Hundred Ninety-Seven Thousand Dollars 00/100 (\$7,697,000.00)** for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **AC Water & Sewer Group 1029**, RFP Number **K-17-1496-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 May 19, 2017

Approved as to Form

Orion Construction/Balboa Construction JV

Principal

By 

Richard Dowsing, President / Fia Dowsing, President


Printed Name of Person Signing for  
Principal

Mara W. Elliott, City Attorney


By   
Deputy City Attorney

Western Surety Company

Surety

By   
Attorney-in-fact - Maria Guise

Approved:

  
By: Albert P. Rechany  
Deputy Director  
Public Works Department

1455 Frazee Road, Suite 300

Local Address of Surety

San Diego, CA 92108

Local Address (City, State) of Surety

619-682-3508

Local Telephone No. of Surety

Premium \$ 54,334.00

Premium is for Contract Term and Subject to a  
adjustment Based on Final Contract Price

Bond No. 30009817

**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.

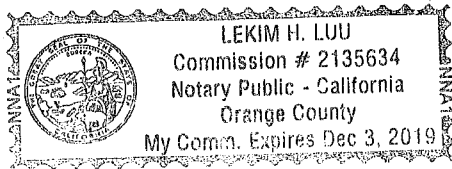
State of California )  
County of Orange )

On MAY 19 2017 before me, LeKim H. Luu, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Maria Guise  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Michael D Parizino, Rhonda C Abel, James A Schaller, Jeri Apodaca, Maria Guise, Rachelle Rheault, Kim Luu, Individually**

of Newport Beach, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2016.



WESTERN SURETY COMPANY

*Paul T. Bruflat*  
\_\_\_\_\_  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 7th day of January, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*  
\_\_\_\_\_  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of MAY 19 2017



WESTERN SURETY COMPANY

*L. Nelson*  
\_\_\_\_\_  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



**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:

**AC Water & Sewer Group 1029**

(Name of Task)

as particularly described in said contract and identified as RFP No. **K-17-1496-MAC-3**; SAP No. (WBS/IO/CC) **B-15174 (W), B-15172 (S)**; 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

## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City 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.

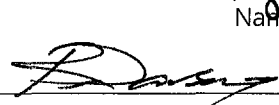
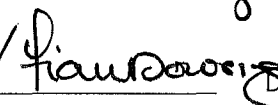
CHECK ONE BOX ONLY.

- 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: Orion Construction Corp. / Balboa Construction Inc. J.V.

Certified By Richard Dowsing + Fia Dowsing Title Pres. / Orion / Pres. / Balboa  
Name

 /  Date 5/31/2017  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**ATTACHMENT J**

**MACC TASK ORDER DESIGN-BUILD AGREEMENT**



## MACC TASK ORDER DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this <sup>27<sup>th</sup></sup> day of <sup>June</sup> 2017, by and between The City of San Diego [City], a municipal corporation, and **Orion Construction Corporation/ Balboa Construction JV** [Design-Builder], for the purpose of designing and constructing the **AC Water & Sewer Group 1029** (Project) in the amount of **Seven Million Six Hundred Ninety-Seven Thousand Dollars and Zero Cents (\$7,697,000.00)**. The City and Design-Builder are referred to herein as the "Parties".

### RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-17-1496-MAC-3** for **AC Water & Sewer Group 1029**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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


### AGREEMENT

- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2015 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2015 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney

By 

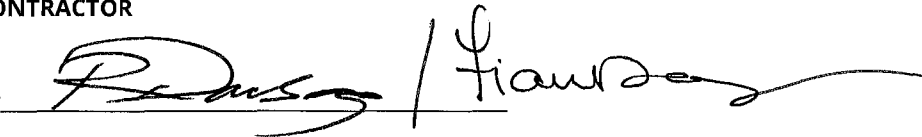
Print Name: Albert P. Rechany  
Deputy Director  
Public Works Department

Print Name: Pedro De Lara, Jr.  
Deputy City Attorney

Date: 6/22/17

Date: 6/27/17

**CONTRACTOR**

By 

Print Name: Richard Dowsing + Fia Dowsing

Title: Pres. Orion / Pres. Balboa

Date: 5/31/2017

Orion: B1992002970  
City of San Diego License No.: Balboa: B1998009128

State Contractor's License No.: 788132

# City of San Diego

**CITY CONTACT:**

**Contract Specialist:** Rosa Riego

**Email:** [Rriego@sandiego.gov](mailto:Rriego@sandiego.gov)

**Phone No.** (619) 533-3426, **Fax No.** (619) 533-3633



## ADDENDUM "1"

### PROPOSAL DOCUMENTS



**FOR**

**MACC TASK NUMBER: 05**

**AC WATER & SEWER GROUP 1029**

|                      |                          |
|----------------------|--------------------------|
| RFQ NO.:             | 1293                     |
| RFP NO.:             | K-17-1496-MAC-3          |
| SAP NO. (WBS/IO/CC): | B-15174 (W), B-15172 (S) |
| CLIENT DEPARTMENT:   | 2000                     |
| COUNCIL DISTRICT:    | 4                        |
| PROJECT TYPE:        | KB, JA                   |

**PROPOSAL DUE:**

**12:00 NOON**

**MARCH 7, 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. Preliminary Design Report calls for the City to perform no survey on the project. The RFP calls out for the City to perform all survey. Please clarify who will perform survey on the project.
- A1. The City will not perform Survey Services per Attachment A, Item 13. The Design-Builder will perform design and construction services per Attachment E, Supplementary Special Provisions, subsection 2-9.2. Payment for Survey Services shall be included in the Bid Item "Survey Services" as a lump sum amount.
- Q2. The RFP calls for the 12" AC pipe to be removed and replaced on Broadway from 69th Street to Akins Avenue. It appears that the new development has placed new improvements over the top of this water main. Was the developer of this property required to replace this 12" AC pipe? (approximately 720') If this is the case should the contractors' remove this portion of 12" pipe replacement from this RFP?
- A2. 1060' of this pipe has been removed from the scope of work.
- Q3. The RFP calls out for 475' of pipe on Broadway west of 69th to be replaced using a trenchless method. The area from the end of the Broadway "paper street" is only 200', the rest is asphalt paving. Is there a reason why the trenchless portion needs to be 475'? Does the contractor have full access to the undeveloped easement road on 69th?
- A3. The environmental document (NOE) requires 475' of main to be replaced using a trenchless method. Yes the contractor has full access to the undeveloped road on 69<sup>th</sup> St.
- Q4. The City included an Exhibit "Predesign OCI Index Map" this map calls out two small areas outside the scope of work for this project. One area deemed poor in pink on Broadway and one area on 69th and Imperial? Can the City provide a better exhibit or understanding of the paving/resurfacing for this project?
- A4. Yes. A better OCI Index Map is now available in the bridging document.

- Q5. This project is located in a unique area of the City, the streets are in poor condition and in most cases there is no curb and gutter or sidewalks. Looking at the project there are several streets where the edges of the roadway have severe cracking and crumbling. A large portion of this project will have a grind and overlay required, in the areas where the street shoulders are failing what will the contractor be required to install?
- A5. Street resurfacing and pavement removal and replacement based on standards.
- Q6. There are three areas on this project that have concrete paving in the roadway. The City of San Diego OCI Index shows two of these areas to be in poor condition. Is it the City's intent to replace the concrete paving on this project curb to curb?
- A6. Replace concrete curb to curb.
- Q7. The bid form currently designates a "D" for which items are part of the design calculation for SLBE/ELBE/DVBE goals. It is unclear however which items constitute the Construction goal, please revise and indicate on the bid form with a "C"
- A7. Construction and WPCP Implementation bid items constitute the Construction goal.
- Q8. Per RFP pg. 6, section 12.1.3, please confirm if the City intends to require presentations or interviews.
- A8. This has been removed from RFP. (See Section D.4. of this Addendum).
- Q9. Please clarify which sections of sewer main are to be replaced, some of the pre-design location maps are in conflict with the pre-design map.
- A9. Maps have been updated. (See Section D.7. of this Addendum).
- Q10. Per RFP pg. 24, section 3.1. It does not mention that the City will be providing construction staking. Typically City forces do provide this service. Please confirm the contractor is to provide construction staking.
- A10. The Design-Builder will perform design and construction services per Attachment E, Supplementary Special Provisions, subsection 2-9.2. Payment for Survey Services shall be included in the Bid Item "Survey Services" as a lump sum amount.

Q11. Per the Preliminary Engineering Report pg. 7, section 3.2.1. It states that "2. If the street is rated "Poor" and construction only impacts the street with one trench, then trench cap, and the Design PM will have to coordinate with Street Division to have Street Division pave the street after the project, as part of their contract." – Please confirm this.

A11. Overlay with the project.

Q12. On PlanetBids the required attachment file names under the heading TYPE are not consistent from bid to bid. Please clarify what information is required to be uploaded in the following sections for the ebid (Cost File, Response File, Design-Build Proposal)

A12. For Response File: See Instruction to Proposers and General Conditions, Item 14 Submittal Requirements, subsection 14.1 through 14.1.4 pages 14-15.

For Cost File: See Instruction to Proposers and General Conditions, Item 14 Submittal Requirements, subsection 14.2 through 14.2.5 pages 15-16 and should include the following pages 141-144 of Attachment H; 146-149 and page 158 of Attachment I.

Q13. Is there anywhere in the RFP that mentions what size the new water main is to be? Please clarify.

A13. An updated water map and hydraulic assessment has been added to the bridging document.

Q14. The RFP indicates 475 feet of trenchless installation of pipe through the "paper street" on Broadway west of 69th Street. The Preliminary Environmental Assessment also identifies the dirt portion of 69th Street as an area that may require clearing and grubbing of grassland. Does the estimate of 475 feet of trenchless construction include the dirt portion of 69th Street?

A14. No. According to NOE, 475 linear feet portion of water pipeline along the Broadway immediately west of 69<sup>th</sup> Street will be replaced using trenchless construction.

Q15. Section 14.1.1 of the RFP specifies that all pages of the proposal must be 8 1/2" x 11". Do CPM schedules (typically printed at 11" x 17" for legibility) need to be modified to fit this page size?

A15. Schedules can be printed on 11" x 17" paper for clarity as long as they are folded to an 8" x 11" size.

Q16. Section 3.3.1, Street Resurfacing, of the Preliminary engineering report states that streets rated Fair or Acceptable and construction only impacts the street with one trench, then trench cap, Slurry & re-stripe as part of the contract. What type of Slurry Seal will be required, Type II or Type I over Type III?

A16. Use Type I over Type II in Residential Streets and Type II over Type III for Major and Collector Roads.

Q17. Paving Moratoriums are mentioned in the preliminary engineering report as 3 years for Slurry Seal and 5 Years for Resurfacing. The RFP in section 6-2.1.3.b lists a Slurry Seal moratorium for the intersection of 68<sup>th</sup> and Akins as from 5-18-16 to 5-18-21. If this project is awarded as scheduled the project time will end about June of 2019. Is this moratorium correct? Will a waiver be granted for this project?

A17. The slurry seal did not enter the intersection of 68<sup>th</sup> and Akins. Therefore, there is no moratorium.

#### C. CLARIFICATIONS

1. Per Section 3.2.1 of the Preliminary Engineering Report, "Resurface" means "AC Overlay".

#### D. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Request For Proposal, Page 4, Section 2, Summary of Work, **DELETE** in its entirety and **SUBSTITUTE** with the following:

2. **SUMMARY OF WORK:** This is the City solicitation process to acquire Design-Build services for **AC WATER & SEWER GROUP 1029** Design-Build project. The work includes the replacement of 20,920 LF (3.69 miles) of existing asbestos cement (AC) water main with new PVC water main, including associated water services, fire hydrants, curb ramps, traffic control, street resurfacing, pavement removal and replacement, etc. It also includes the replacement of 2,140 LF (0.41 miles) of existing 8-inch and 12-inch VCP sewer main with PVC

sewer main including associated sewer laterals and manholes. All of the replacement will be performed by open trench, except in the case of a 475 linear feet portion of water pipeline along the Broadway "paper street" immediately west of 69th Street. This section will be replaced using horizontal tunneling to avoid any impact to potentially disturbed sensitive habitat in the "paper street." The sewer pipeline replacement on Brooklyn Avenue will require trenching to a depth of 13 feet, which will disturb approximately 110 cubic yards of previously undisturbed soil below 10 feet in depth. All other soil disturbance will be limited to previously disturbed soils in existing trenches. For additional information refer to Attachment A.

2. To Request For Proposal, Page 4, Section 4, Proposal Due Date and Time Are; **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. **PROPOSAL DUE DATE AND TIME ARE: MARCH 7, 2017, at 12:00 PM.**

3. To Request For Proposal, Page 4, Section 5, Estimated Project Cost, **DELETE** in its entirety and **SUBSTITUTE** with the following:

5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$6,000,000.**

4. To Request For Proposal, Page 6, Section 12, Selection and Award Schedule, **DELETE** in its entirety and **SUBSTITUTE** with the following:

12. **SELECTION AND AWARD SCHEDULE:**

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

- 12.1.1. Pre-Proposal Meeting **FEBRUARY 9, 2017**

- 12.1.2. Proposal Due Date **MARCH 7, 2017**

- 12.1.3. Selection and Notification **APRIL 18, 2017**

- 12.1.4. Limited Notice to Proceed **MAY 23, 2017**

5. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Page 22, Section 1, Project Description, Sub-section 1.1., **DELETE** in its entirety and **SUBSTITUTE** with the following:



**1.1.** The proposed scope of work includes the replacement of 20,920 LF (3.69 miles) of existing asbestos cement (AC) water main with new PVC water main, including associated water services, fire hydrants, curb ramps, traffic control, street resurfacing, pavement removal and replacement, etc. It also includes the replacement of 2,140 LF (0.41 miles) of existing 8-inch and 12-inch VCP sewer main with PVC sewer main including associated sewer laterals and manholes. All of the replacement will be performed by open trench, except in the case of a 475 linear feet portion of water pipeline along the Broadway "paper street" immediately west of 69th Street. This section will be replaced using horizontal tunneling to avoid any impact to potentially disturbed sensitive habitat in the "paper street". The sewer pipeline replacement on Brooklyn Avenue will require trenching to a depth of 13 feet, which will disturb approximately 110 cubic yards of previously undisturbed soil below 10 feet in depth. All other soil disturbance will be limited to previously disturbed soils in existing trenches. 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.

6. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 2, Scope of Work, Sub-section 2.6., Page 23, Item 2.6.7., **DELETE** in its entirety and **SUBSTITUTE** with the following:

**2.6.7.** Additional geotechnical investigation in areas of excavation of undisturbed soil, and trenchless pipe removal and replacement, and where necessary.

7. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Page 58, Section 41, Bridging Documents, Sub-section 41.1., the following list of "Documents" have been updated and are uploaded to this FTP site:

<ftp://ftp.sannet.gov/OUT/AC%20Water%20and%20Sewer%20Group%201029/>

**Updated Documents**

ACWaterGroupJob1029PipeSizingAssessmentStudy-Updated.pdf

ADA Preliminary Engineering Report-Upadted.pdf

IMCAT Screen Shot-Updated.pdf  
Location Map-Updated.pdf  
PreDesign Location Map Updated.pdf  
PreDesign OCI Index Map-Updated.pdf  
PreDesign Paving Conflict Map-Updated.pdf  
PreDesign Project Coordination Map – Updated.pdf  
PreDesign Water Map-Updated.pdf

8. To Attachment E, Supplementary Special Provisions, Section 6, Prosecution, Progress and Acceptance of Work, Page 73, Sub-section 6-2.1, Moratoriums, **DELETE** in its entirety.
9. To Attachment E, Supplementary Special Provisions, Section 302, Roadway Surfacing, Page 85, Subsection 302-4.12.2.1, General, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

3. When Type I or Type II slurry is to be applied over Type II or Type III slurry, 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 surface material.
10. To Attachment E, Supplementary Special Provisions Appendices, Appendix E, Location Map, Page 110, **DELETE** in its entirety and **SUBSTITUTE** with Page 10 of this Addendum.
  11. To Attachment G, Evaluation and Selection, Section 9, Final Selection Based On Adjusted Low Proposal, Page 139, Sub-items 9.1. and 9.2., **DELETE** in their entirety and **SUBSTITUTE** with the following:
    - 9.1. The ranking of each Design-Builder during the Technical Proposal review will serve as the divisor of the Price Proposal and determine the weighted price.
    - 9.2. Following review of the Technical Proposals, the resulting qualitative evaluation scores will be totaled, averaged and converted to a decimal. The Proposal price will then be divided by the scores from the Technical Proposals. This becomes the

Adjusted Low Proposal. The lowest adjusted proposal will be recommended for contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.

**E. ADDITIONAL CHANGES**

1. The following are changes in the **Line Items Tab** in **PlanetBids**:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **~~Stricken out~~**.

| Section  | ItemCode | ItemDesc                       | UOM | Quantity | UnitPrice                          |
|----------|----------|--------------------------------|-----|----------|------------------------------------|
| MAIN BID |          | City Contingency (EOC Type II) | AL  | 1        | <del>240501</del><br><u>250000</u> |

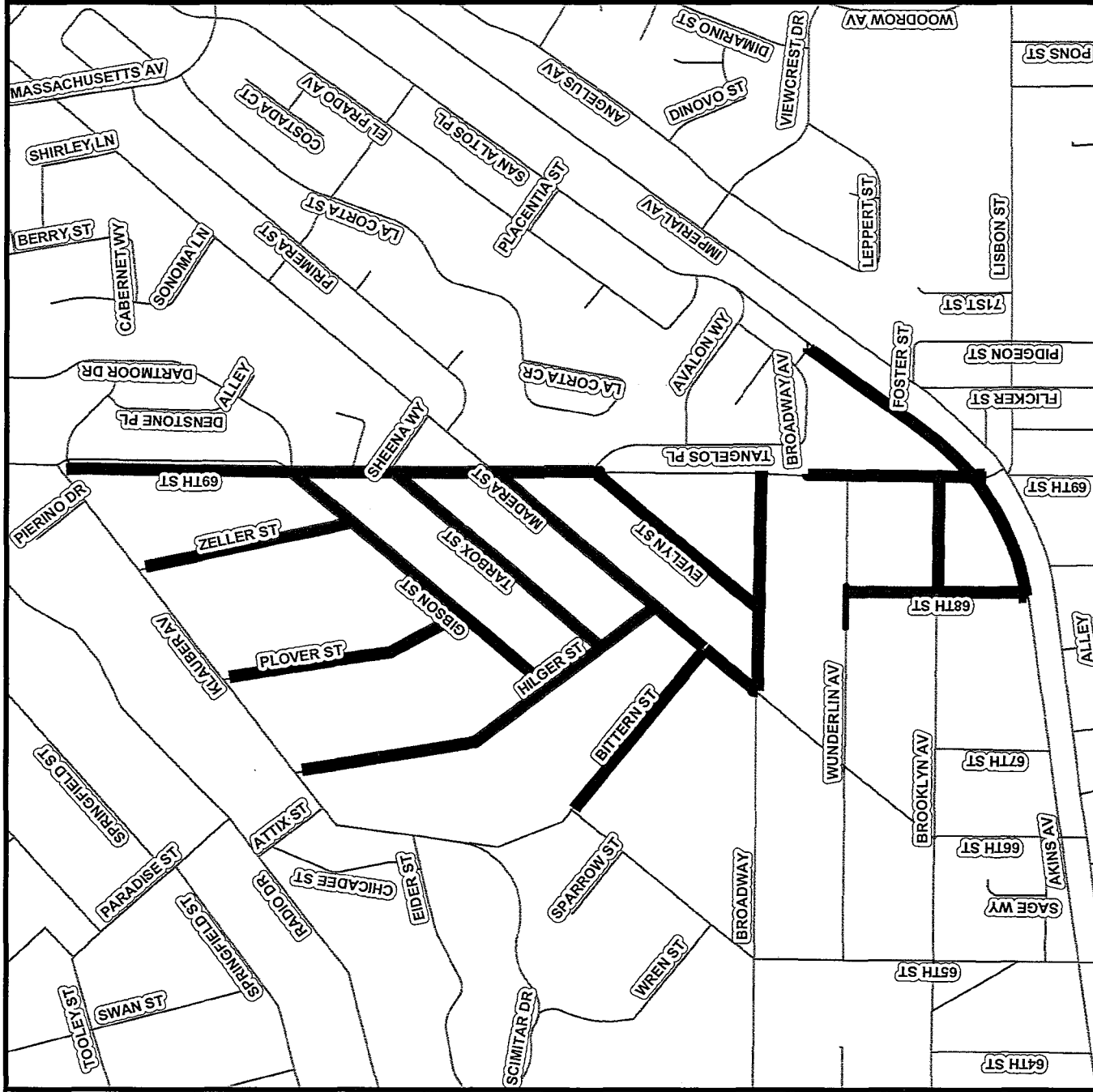
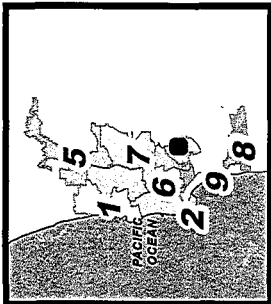
James Nagelvoort, Director  
Public Works Department

Dated: *February 23, 2017*  
San Diego, California

JN/AJ/egz

**LOCATION MAP**  
**AC WATER AND SEWER GROUP 1029**

PROJECT MANAGER: Andrea Demich 619-533-5126  
 PROJECT ENGINEER: Mirko Lazovic 619-533-4134  
 FOR QUESTIONS ABOUT THIS PROJECT: Call: 619-533-4207  
 Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

- AC Water 1029 (W)
- AC Sewer 1029 (S)

COMMUNITY NAME: Encanto, Southern. COUNCIL DISTRICT: 4

Date: February 12, 2017  
 February 23, 2017 AC Water & Sewer Group 1029



SAP ID: B15172 (S) |  
 B15174 (W)  
 Page 10 of 10

ADDENDUM "1"

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY© to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY©. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY

# City of San Diego

**CITY CONTACT:**

**Contract Specialist:** Rosa Riego

**Email:** [Rriego@sandiego.gov](mailto:Rriego@sandiego.gov)

**Phone No.** (619) 533-3426, **Fax No.** (619) 533-3633



## ADDENDUM "2"

### PROPOSAL DOCUMENTS



### FOR

### MACC TASK NUMBER: 05

### AC WATER & SEWER GROUP 1029

|                      |                          |
|----------------------|--------------------------|
| RFQ NO.:             | 1293                     |
| RFP NO.:             | K-17-1496-MAC-3          |
| SAP NO. (WBS/IO/CC): | B-15174 (W), B-15172 (S) |
| CLIENT DEPARTMENT:   | 2000                     |
| COUNCIL DISTRICT:    | 4                        |
| PROJECT TYPE:        | KB, JA                   |

---

**PROPOSAL DUE:**

**12:00 NOON**

**MARCH 7, 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. ADDENDUM**

1. To Addendum 1, Page 9, Section E, Additional Changes, **DELETE** in its entirety.

**C. CHANGES TO THE REQUEST FOR PROPOSALS**

1. To Attachment H, Price Forms, Price Proposal Forms, Pages 141 through 142, **DELETE** in their entirety and **SUBSTITUTE** with Pages 3 through 4 of this Addendum.

**PRICE PROPOSAL FORMS**

The Design-Builder agrees to the design and construction of **AC Water & Sewer Group 1029**, 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   | NAICS CODE | DESCRIPTION                     | QUANTITY | D* | UNIT | UNIT PRICE            | EXTENSION    |
|--|------------|---------------------------------|----------|----|------|-----------------------|--------------|
| <b>BASE PROPOSAL</b>   |            |                                 |          |    |      |                       |              |
| 1  | 524126     | Bonds (Payment and Performance) | 1        |    | LS   | <del>          </del> | \$           |
| 2  | 541330     | Engineering and Design Services | 1        | D  | LS   | <del>          </del> | \$           |
| 3  | 237110     | Construction                    | 1        |    | LS   | <del>          </del> | \$           |
| 4  |            | City Contingency (EOC Type II)  | 1        |    | AL   | <del>          </del> | \$250,000.00 |
| 5  | 541330     | WPCP Development                | 1        | D  | LS   | <del>          </del> | \$           |
| 6  | 237990     | WPCP Implementation             | 1        |    | LS   | <del>          </del> | \$           |
| 7  | 541370     | Survey Services                 | 1        | D  | LS   | <del>          </del> | \$           |
| <b>TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO. 1 THROUGH 7 INCLUSIVE):</b> |            |                                 |          |    |      |                       | <b>\$</b>    |

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

Total Price For Design-Build Proposal, (items 1 through 7, inclusive) amount written in words:

\_\_\_\_\_

Design-Builder: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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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.





The City of

# SAN DIEGO



REQUEST FOR PROPOSAL FOR MACC TASK NUMBER: 05

# AC Water Group 1029

Proposal No: K-16-1496-MAC-3

March 7, 2017



## Proposer Information

---

### Prime Contractor

Orion Construction Corp./Balboa  
Construction, Inc. J.V.  
Legal Form: Joint Venture  
Parent Company: N/A  
2185 La Mirada Drive  
Vista, CA 92081  
Contact: Rob Wilson, Vice President  
Email: Rob@orionconstruction.com  
Phone: (760) 597-9660  
Contractor License: #788132, Class A, B  
Expires: 11/30/2018  
Licensed Since: 11/30/2000  
110 employees in SD County

### Joint Venture Contractor

Orion Construction Corporation  
2185 La Mirada Drive  
Vista, CA 92081  
29 years in SD County  
110 employees in SD County  
Contact: Richard Dowsing, President  
Email: Richard@orionconstruction.com  
Phone: (760) 597-9660  
Contractor License: #549309, Class A, B, C-  
27, HAZMAT, Asbestos  
Expires: 11/30/2018  
City Business License #B1992002970

### Joint Venture Contractor

Balboa Construction, Inc.  
2647 Gateway Road Suite 105, #395  
Carlsbad, CA 92009  
Contact: Fia Dowsing  
Email: fia@balboaconstruction.com  
Phone: (760) 598-2160  
Contractor License: #731286, Class A, B  
Expires: 7/31/2017  
City License #B1998008128  
Office in San Diego County for 19 years

### Design Partner

GHD Inc.  
9370 Sky Park Ct. #140  
San Diego, CA 92123  
Contact: Greg Watanabe, PE  
Vice President  
Email: greg.watanabe@ghd.com  
Phone: (858) 244-0440  
California RCE #67618  
Expires: 06/30/2017  
Office in San Diego County 15 Years  
10 employees in SD County  
City License #B2012013164

## **Section 1: Addenda to the RFP**

---

Orion Construction Corporation / Balboa Construction Inc. (hereafter referred to as Orion) and our Design Partner GHD Inc., acknowledge receipt of the following Addendums:

- Addendum 1 – February 23, 2017
- Addendum 2 – February 23, 2017

## **Section 2: Exceptions to the RFP**

---

Orion and its Design Partner GHD take no exceptions to this RFP.

## Section 3: Subcontracting Participation Percentages

Orion has a long history of exceeding SLBE/ELBE requirements for projects with the City, demonstrating our firm’s commitment to partnering with SLBE/ELBE’s.

As a result of our outreach for this project we have selected the following firms to perform work on this project:

| DESIGN PHASE                      | CONSTRUCTION PHASE                      |
|-----------------------------------|---|
| GHD                               | RAP Engineering (SLBE)                  |
| Land Surveying Consultants (ELBE) | G. Scott Asphalt (DVBE)                 |
| Humanability (ELBE)               | Payco Specialties (SLBE)                |
| Balboa Engineering (SLBE)         | Humanability (ELBE)                     |
| SCST (DVBE)                       | Miramar Construction Engineering (ELBE) |
|                                   | Red Tail Monitoring (SLBE)              |
|                                   | Golden State Boring                     |
|                                   | Dick Miller, Inc. (SLBE)                |
|                                   | Draves Pipeline (DVBE)                  |

In accordance with Section 11 of the RFP, we have exceeded the mandatory minimum subcontractor participation percentages for this RFP as shown below:

| <u>MANDATORY MINIMUM</u>     | <u>SLBE/ELBE</u> | <u>DVBE</u> | <u>TOTAL</u> |
|------------------------------|------------------|-------------|--------------|
| <b>Design Services</b>       | 12.9%            | 1.40%       | 14.30%       |
| <b>Construction Services</b> | 22.3%            | 4.00%       | 26.30%       |

The dollar amounts for each SLBE/ELBE and DVBE subcontractors are listed on the subcontractor listing forms included with our price proposal. Additional documentation can be found in the subcontractor listing forms.

During the proposal preparation, our estimating team analyzes the overall scope of the project and identifies the portions that are most suitable for small business subcontractors. Certain categories of work, such as AC Paving and Pedestrian Ramps, are small enough that SLBE/ELBE/DVBE contractors can bid the entire scope of work. For larger components of work, such as pipeline installation, the estimating team breaks the work into smaller pieces so that SLBE/ELBE/DVBE subcontractors are still able to bid. Once we create our subcontractor solicitation list, we send faxes to all contractors notifying them of the bid and providing them an online cloud link to download information that pertains to their scope of work.

## Section 4: Summary of Proposal

Orion Construction Corporation has teamed with our affiliate company Balboa Construction, Inc. in a Joint Venture. The Orion/Balboa J.V. was licensed by the State of California in 1997. For this project, Balboa will be providing equipment, onsite trucking, and haulage services. Orion will be the single point of contact with the City, and for the purposes of this RFP, the J.V. Contractor will be referred to as “Orion”. Orion recognizes that the project will require in-depth local construction knowledge and specific engineering design expertise to meet the City’s project requirements. Orion’s contractor led, fully integrated design-build engineering and construction team is the best approach to provide the City with the desired result. Our team members were selected not only for their personal talents, but their proven ability to work together as team players, incorporating City staff and future stakeholders into the D/B process. The Orion team has developed a sound traffic plan and incorporated the City’s latest design standards and defined construction phases. Orion offers a well-rounded approach incorporating the philosophy that the Orion team is an extension of City staff, representing the City, to the local community.

### Project Team

#### *Construction Team*

Orion has selected Jason Danks to serve as the project manager, based upon his past experience and recent work constructing large design build utility infrastructure projects for the City of San Diego. Jason has been project manager on fourteen City of San Diego Design Build Group Jobs completed by Orion. Jason’s team will consist of Jason Arme, a seasoned specialist in utility water pipeline projects, and Scott Vargas, a superintendent with numerous completed City of San Diego D/B Group Jobs and Utility Infrastructure projects. Jason’s team brings an unparalleled level of experience to the project, experience that will ensure that construction impacts on the community are mitigated to the maximum extent possible.

#### *Design Team*

**Orion and GHD have together completed over \$66M in Design Build Projects.**

Orion has selected GHD Inc. as the design engineer consultant for this task order. Orion has a long history with GHD completing 9 Design Build projects valued at over \$66 million in the last 5 years. Orion and GHD are currently working on Design/Build GJ 1019 for the City, and are proposing many of the same key team members for the Group Job 1029 project. Orion and GHD also recognize the importance of proactive communication with the community and

have selected ELBE firm Humanability as the community outreach partner for this project.

### Design Approach

Orion’s approach will integrate the construction phasing requirements, moratorium windows, and other important elements of the construction sequence into the conceptual design early in the D/B process. Orion will identify and incorporate permit requirements and coordinate with local service agencies such as: fire, police, local schools, and waste disposal for access impacts. The Orion team will collaborate through the design and construction phases to minimize overall impacts to the project and surrounding residents; The team has already conducted extensive field investigations and community outreach to incorporate stakeholder input into this proposal. Orion will take additional care to coordinate with adjacent City projects.

### **Construction Approach**

Orion will minimize the impact to the residents and neighborhood schools while completing our work in safe, clean, and efficient manner. Public safety is our foremost concern when working in the public right-of-way. Orion will develop well-coordinated, aggressive public outreach and a project specific safety plan. The safety plan will identify safe passage for the public during construction activities and place special attention to the safety of pedestrians, children, and special needs residents. The project will be broken into 4 distinct construction phases, each with a final clean up and hand over to Water Operations at the end of the phase.

### **Challenges/Cost Saving Measures**

Group Job 1029 poses several unique challenges and some opportunities for cost saving measures for the City. The Orion team has reviewed the RFP documents, additional engineering resources, and conducted field studies of the existing conditions for the purpose of proposing on this project. The field investigation was completed with the key team members from the design and construction disciplines. The investigation included all key team members walking the entire alignment multiple times to review possible design and construction alternatives and their impacts. This proposal includes the best combination of design and construction concepts while satisfying the requirements set out in the RFP.

### **Public Outreach**

Orion has taken a proactive public outreach approach. Orion has identified and met with numerous community stakeholders to get a solid understanding the project's impact on the community. Orion has incorporated these findings into the construction phasing and traffic control approaches. Orion conducted direct outreach to the residents to engage the community during the proposal phase. This outreach helped Orion plan safe routes of travel for pedestrians through the construction zones, incorporating their lines of sights in order to avoid hazards early in the project planning stages.

### **Small Business**

Orion's long standing project history with the City has facilitated an understanding, appreciation, and commitment to meeting or exceeding the City's goals for supporting SLBE/ELBE and disabled veteran business enterprises (DVBE). We received the 2012 Prime Contractor of the Year Commendation from the previous City of San Diego Mayor, Jerry Sanders, for consistently meeting and/or exceeding subcontracting goals and serving in the AGC Mentor Protégé Program. Orion continues to this day to Mentor contractor's both formally and informally, helping the overall construction community within San Diego achieve greater diversity. For this project, we have selected City of San Diego Approved SLBE/ELBE/DVBE's to support our work on this project and have exceeded the mandated minimum.

*"I recognize Orion Construction for consistently meeting and/or exceeding subcontracting goals" – Jerry Sanders*



**Richard Dowsing, President  
Orion Construction Corporation**

## Section 5: Project Team

### Project Team Overview

Orion structured its teaming partners for this City project such that the project workload for design sub-consultants is shared between GHD and City Approved SLBE and ELBE businesses; resulting in the ability to deliver the most efficient delivery schedule for this City project.

This team brings to the City of San Diego local, highly reputable, and experienced design-builders that can provide the same quality design, construction, and attention to client service that has been a goal and hallmark of Orion’s past city projects. Orion has worked with GHD for 9 years, building together 9 D/B water and wastewater projects valued at over \$66 million dollars. The core group of design and construction professionals that worked on these past collaborations are proposed on this project.

This team has extensive and direct local experience that is ideally suited to water and wastewater pipeline, design, and construction in metropolitan San Diego. Orion has completed City Design Build Pipeline Group Jobs 790, 743, 921, 922, and 926; totaling nearly \$19 million in project value. Orion also has the following ongoing D/B projects in various stages of construction: Group 1010/1005, Group 1019, Catalina Cast Iron Main Replacement, and Meadowlark Water Main Replacement totaling \$33 million. As shown in the table below, Orion’s current City projects align well with the projected schedule for Group Job 1029. The design phases of these projects will be completed shortly and do not substantially overlap workloads needed for GJ 1029. Orion’s current construction phases will be substantially complete before Group Job 1029 is scheduled for construction.

| Current Orion City of San Diego D/B Project Progress |              |           |           |
|--|--------------|-----------|-----------|
| Project  | Phase        | Start     | End       |
| Group Job 1010 & 1005                                | Construction | 4/1/2016  | 5/1/2017  |
| Catalina Cast Iron Main Replacement                  | Design       | 6/16/2015 | 5/31/2017 |
| Catalina Cast Iron Main Replacement                  | Construction | 5/31/2017 | 9/1/2018  |
| Meadowlark Water-Main Replacement                    | Design       | 1/14/2016 | 4/1/2017  |
| Meadowlark Water-Main Replacement                    | Construction | 4/2/2017  | 3/11/2018 |
| Group Job 1019                                       | Design       | 5/31/16   | 7/5/17    |
| Group Job 1019                                       | Construction | 7/5/17    | 6/19/18   |
| Group Job 1029                                       | Design       | 5/23/17   | 3/20/18   |
| Group Job 1029                                       | Construction | 3/20/18   | 4/24/19   |

The following summarizes our key personnel to be assigned to the project, including relevant design and construction experience of each member. Key personnel available for assignment to this project are immediately available and committed to fulfilling their respective assignments for the full-term duration of the project.

**Experience**

- Over 30 years construction in San Diego area

**Certifications/Registrations**

- DBIA Certified Professional
- NAVFAC Quality Control Management Certified
- NAVFAC Site Health and Safety Officer Certified

**Education**

- BS – Civil Engineering - Union College



***Project Director – Rob Wilson***

Rob Wilson will serve as the Project Director. Rob is the Vice President of Orion and has over 30 years of local experience in the construction industry, almost 20 of these with Orion. He will provide senior corporate-level management to the project. Rob is fully versed in the Design Build delivery method and is an active member of the DBIA community. Rob will monitor the design and construction teams, ensuring that D/B Project Manager, Jason Danks, has all the available resources needed to complete this project successfully. Rob fulfills this role on all our City D/B projects, ensuring the continuity of quality service every time. Orion Construction, and Administrative Management Staff, participate in a comprehensive region wide weekly progress meeting that discusses and addresses: project status, staffing, and potential challenges on active projects. At these meetings, Jason will update Rob and the rest of Orion’s management team on the progress. Together, Rob and the rest of Orion’s management team, will collaborate to identify potential internal and external issues that could affect the project and resolve or develop strategies for their resolution.

**Experience**

- Successful completion of 14 City of San Diego D/B projects
- 15 years of water infrastructure construction management

**Certifications/Registrations**

- DBIA Certified Professional
- NAVFAC Site Health and Safety Officer Certified
- OSHA 30 Hour
- HAZWOPER 40 Hour



***Design-Build Project Manager –Jason Danks***

The successful design and construction of this project centers on Orion’s Project Manager (PM), Jason Danks. Jason will serve as the day-to-day point of contact for the City of San Diego’s Project Manager. Jason has 20 years of construction experience, 15 of them with Orion, managing projects in the in City of San Diego and is Orion’s most capable project manager. He has served in his role as project manager on fourteen recent City of San Diego Water and Sewer Replacement Group Jobs:

| City of San Diego Group Jobs & Projects        | Date Completed              |
|--|-----------------------------|
| GJ 684A (City Heights)                         | November 2009               |
| GJ 676 (Pt Loma)                               | October 2010                |
| GJ 783 (East College Area)                     | July 2011                   |
| GJ 3003 (Linda Vista)                          | December 2011               |
| D/B GJ 790 (Jamacha – Lomita)                  | February 2012               |
| GJ 3013 (Pt Loma)                              | March 2012                  |
| D/B GJ 921 (Skyline)                           | November 2012               |
| D/B GJ 922 (Linda Vista)                       | April 2013                  |
| D/B Colony Hill Wtr Main Replace (La Jolla)    | August 2013                 |
| D/B GJ 926 (Pt Loma)                           | April 2014                  |
| D/B GJ 743 (15 Sites throughout the City)      | May 2016                    |
| D/B AC Water GJ 1010/1005 – (La Jolla/PT Loma) | In Construction             |
| D/B Catalina Water & Sewer Main Replacement    | Immanent Construction Start |
| D/B Meadow Lark/Health Center Dr (Kearny Mesa) | Immanent Construction Start |



Jason's experience in both the design and the construction fields has allowed Jason to gain a unique perspective into all facets of the project delivery process, ensuring D/B projects run seamlessly between phases. Jason is on the City Liaison Committee hosted by the AGCSD and is an integral participant in Orion's long range planning. Jason and his team having personally prepared this proposal, have an in-depth knowledge of this project and are well suited to take the City's design concept to a fully completed and operating water pipeline.

From the City Notice to Proceed through project completion, Jason will deliver a high-quality design with safe and prompt construction, while integrating City Staff comments, community feedback and providing coordination with other City projects and impacted public entities. Jason will be complemented by a fully integrated design and construction team that has consistently delivered successful projects on time and to the complete satisfaction of the City. Jason's team members have been specifically selected for their personal attributes of being collaborative, adaptable, and proactive in dealing with all the challenges that are typically faced in a D/B project; especially using his experiences to plan specific construction sequence phasing to minimize construction related community disruptions. Well planned phasing maximizes the speed of completing whole sections of the pipeline installation all the way to final testing and paving, while simultaneously minimizing or duplicating public impacts from multiple mobilizations. The net result is that the community sees the section of work that is directly impacting them prosecuted to final completion quickly and efficiently in a logical sequence.

***Construction Manager- Jason Arme***

Jason Arme will serve as the Construction Manager (CM). Jason has 10 years of construction experience in water and waste water infrastructure. Jason's experience includes design-bid-build and design-build projects with multiple Southern California Municipal and Federal clients. Jason recently completed two significant projects involving the D/B of water and storm water pipelines on Camp Pendleton and for the San Diego International Airport, the latter project being selected for the APWA project of the year 2016. During the construction phase, Jason will prepare and update the three week look-ahead schedule, review and address community impacts and concerns, review day to day crew planning with the site superintendent, plan ahead to address potential impacts and issues, and address potential Public and

**Experience**

- Construction Manager for multiple large diameter steel pipeline projects in Southern California

**Certifications/Registrations**

- NAVFAC Quality Control Management Certified
- NAVFAC Site Health and Safety Officer Certified
- OSHA 30 Hour

**Education**

- Bachelor of Science - SDSU

worker safety concerns. He will report directly to Orion’s Project Manager. In preparation of this proposal, Jason Arme personally reviewed the project site conditions extensively and validated existing as-built information. He was an integral member of the team that came up with the proposal design concept. As a final check, he performed a number of constructability reviews of the proposed design concept with Orion’s experienced field superintendents, incorporating their comments and ideas into preparing this response to the RFP.

**Experience**

- 25 years utility construction in SD

**Certifications/Registrations**

- NAVFAC Quality Control Management Certified
- NAVFAC Site Health and Safety Officer Certified
- OSHA 30 Hour
- Competent Person: fall protection, scaffolding, trench shoring and excavation, confined space
- First Aid and CPR



***Superintendent – Scott Vargas***

Scott has over 25 years of experience in utility construction in San Diego, 21 of which with Orion. Scott is a senior Superintendent with Orion, and has constructed numerous water and sewer pipeline replacements in the City of San Diego. He has been integral in Orion’s transition from the traditional hard dollar bid utility projects into the Design-Build delivery method over the last decade, bringing valuable real world construction experience into the design phase. Utilizing his experience and field craft, he has been able to provide valuable insights assisting the D/B team to eliminate the avoidable pitfalls in bringing designs to life from a concept, through design, and into a finished functioning system. As superintendent, Scott recently completed the City of San Diego Design Build Scripps Ranch Pump Station, which won the 2014 APWA Outstanding Project Award. In addition, he worked with Jason Arme on the APWA 2016 Project of the Year: NSU Storm Drain Trunk. Scott has worked on numerous City of San Diego design build group jobs, and has extensive experience performing all types of work that will be required for the Group Job 1029 project.

**Certifications/Registrations**

- CA Civil Engineer #84903
- NAVFAC Quality Control Management Certified
- NAVFAC Site Health and Safety Officer Certified
- OSHA 30 Hour

**Education**

- BS Civil Engineering - USC



***Design Build Project Engineer – Patrick Garner P.E.***

Patrick Garner will serve as the Design-Build Project Engineer. Patrick is a registered Civil Engineer with a Bachelor’s degree in Civil Engineering from USC. Patrick has over 5 years with Orion working exclusively on design build utility infrastructure projects. During his 5-year tenure with Orion, he has successfully taken on management roles with increasing levels of responsibility on numerous D/B projects. He served as Project Engineer at the \$11.0 million dollar La Bonita Park Water Facilities Project, which won the 2014 California DBIA Distinction Water Project Award. He recently completed the City of San Diego Design Build Recycled Water Systems Upgrade, coordinating the project from design to final startup. The project was selected for an APWA Honor Award for 2015. As a licensed

professional engineer, he has served as an in-house Orion designer for the delivery of complete designs for two Navy Wet Utility upgrade projects, totaling \$2.7 million dollars. He primarily utilized our in-house head office engineering staff, and managed geotechnical and survey sub-consultants to complete these projects. His working relationship with GHD will allow him to seamlessly integrate construction team input and engineered design drawings into a single product, and provide engineering support to Jason Danks throughout the whole D/B process.

**Certifications/Registrations**

- NAVFAC Quality Control Management Certified
- NAVFAC Site Health and Safety Officer Certified
- OSHA 30 Hour
- HAZWOPER 40 Hour

**Education**

- BS Civil Engineering – McGill University



***QA/QC Manager – Heidi Andrews***

Heidi will serve as the overall Project QA/QC Manager and Permitting Engineer. With a Bachelor’s degree in Civil Engineering from McGill University in Montreal, she will ensure that all design QA/QC from GHD’s internal program is incorporated into the final design and all City review comments are addressed formally. She is responsible for the follow-on QC from design on into the construction phase. Heidi has over 20 years of experience in water/wastewater infrastructure construction, 15 of them with Orion. She is a well-rounded professional construction executive versed in all aspects of D/B project delivery. She is the project manager currently constructing the D/B Sodium Hypochlorite Upgrades at the City’s Otay Filtration Plant, having already managed the project through the design process. She is a NAVFAC trained and certified quality control manager. She was the quality control manager and permitting engineer for the DBIA Award Winning Orion Design-Build La Bonita Park Water Facilities Project and this year’s APWA Water Utility Project of the Year completed at the San Diego Airport by Orion. Heidi will develop the project’s comprehensive Quality Control Plan (QC Plan), oversee its execution, and adherence contract requirements. Heidi will also provide project-wide Quality Assurance to the designer’s own internal quality control program, and work closely with Orion’s Design and Construction team members to provide additional oversight, to ensure the overall plan is being appropriately implemented. Reporting directly to Jason as PM, she will utilize all the company resources at her disposal, including periodic construction site audits and regular documented QC meetings.

**Certifications/Registrations**

Guam #1647, Montana, #12640,  
Washington, #34105, Nevada,  
#13898, CNMI #416, CA #TBD  
3/17

**Education**

B.S., Civil Engineering  
Technology, Oregon Institute of  
Technology



***Design Project Manager – Phil Slagel, PE***

Phil Slagel, PE, will serve as GHD’s Design Project Manager. Phil has over 25 years of professional engineering management experience including water & sewer pipelines, storm drain systems, and construction support services. Phil is currently the Project Manager (PM) for the Camp Pendleton design-build project P-1044 Conveyance Facilities with Orion Construction consisting of over 5.5 miles of new 16-inch pipeline. Phil is also currently the engineer for 4 design projects with the City of San Diego, including the current ongoing GJ 1019 with Orion. Phil’s knowledge of the City’s current design standards and relevant pipeline design experience will be applied to this project. Phil will oversee GHD’s design and development of the construction plans and specifications.

**Certifications/Registrations**

CA #67618, Guam #1861, HI  
#11801

**Education**

BS Civil Engineering- Emphasis  
in Environmental Engineering,  
California State Polytechnic  
University, Pomona.



***Design QA/QC – Greg Watanabe***

Greg Watanabe, PE, PACP, MACP, will serve as GHD’s PIC/QC Manager. Greg has over 18 years of technical experience in engineering and capital improvement program and project management. His emphasis has been in the assessment, rehabilitation, design and constructability of over 100 miles of water and sewer pipeline systems up to 96-inches in diameter for public utility systems. His extensive pipeline experience not only consists of standard cut and cover construction, but also includes rehabilitation and alternative construction methods such as jack and bore, burst and insert, horizontal directional drilling (HDD), point repairs, joint replacements, cured-in-place pipe (CIPP) and micro-tunnelling. Greg has performed the role as both Project and QC Manager on multiple City of San Diego projects, and complies with GHD’s ISO 90001 compliance requirements. Greg is currently severing as the Design QC Manager for the Orion/GHD Partnerships on the Camp Pendleton and San Clemente Island for; D/B P-1044 Advanced Water Treatment Plant Conveyance Pipeline, D/B P-1046B Reclaimed Water Conveyance Pipeline, and D/B 1 MG Potable Water Tank Replacement. He is currently the Principle in Charge (PIC) for Tecelote Sewer Replacement, Otay 1 & 2 Pipeline, and Citywide Sewer Condition Assessment Project and is the PM for Rose Canyon Trunk Sewer Joint Replacement. Greg has also been certified as a Quality Manager by the U.S. Army and Navy.

**Certifications/Registrations**  
Professional Engineer: Civil, CA  
#76713

**Education**  
B.S. Civil Engineering, California  
State Polytechnic University,  
Pomona



### **Section 5.1.1 Civil: Engineer – Casey Raines, PE**

Casey Raines, PE, PACP, MACP, has more than seven years of experience in the design and planning of domestic water, recycled water, and wastewater pipelines. With an emphasis in hydraulic system modelling, master planning, and design of pipelines and pump stations, she has completed planning level studies, construction plans, and technical specifications, possessing proficiency in such software as ArcGIS, AutoCAD, Flow Master, H2OMAP Sewer, H2ONet Analyzer, InfoSewer, Hydra, and Civil3D. Casey served as Engineer on the design of the City of San Diego’s Otay 1st and 2nd Pipelines. Casey is also currently the Project Engineer on the following Orion/GHD D/B Projects: GJ1019 & P1046B. She is currently the Project Engineer on the following GHD City of San Diego projects: Rose Canyon Trunk Sewer Joint Repairs, Otay 1 & 2 Pipelines, and Tecalote Sewer Replacement.

**Education**  
Bachelor of Business Law,  
Environmental Policy Focus  
(Minors: Biology, Philosophy),  
Loyola Marymount University



### **Section 5.1.2 Environmental – Sean-Ryan McCray**

Mr. McCray has 10 years of experience in the field of environmental permitting, engineering, and compliance management for industry-leading construction organizations in Southern California. Well versed in identifying and implementing environmental regulatory standards at the federal, state, and local level. Compliance management experience includes biological permitting, stormwater permitting, air quality and emissions permitting, hazardous waste and material management, and facility compliance auditing for large-scale construction and development projects.



### **Section 5.1.3 Geotechnical: Geotechnical Engineering and Testing – Southern California Soils and Testing (SCST)**

SCST was established in 1959 and serves both the public and private sectors. Orion and its design partner, GHD, have a long-standing relationship with SCST. The firms have collaborated on all types of design build construction including municipal and federal institutions and utility infrastructure for over ten years.

#### **Section 5.1.4 Corrosion – Jeff Knauer, PE, ME, NACE CP Specialist**

##### **Certifications**

Professional Engineer: Civil, CA  
#68329, Mechanical #31977

##### **Education**

M.S. Mechanical Engineering,  
University of California, San  
Diego; B.S. Mechanical  
Engineering, University of  
California, Los Angeles



Mr. Knauer has extensive experience with corrosion risk assessment and mitigation design for conveyance and distribution pipelines, pump stations, storage facilities and various water related infrastructure; marine and offshore structures; and oil and natural gas storage and conveyance systems. Mr. Knauer has designed numerous cathodic protection systems and has been involved as the corrosion engineer and corrosion engineering design team leader for municipal and federal marine projects throughout the Western United States and the Pacific Islands. Mr. Knauer is licensed in civil engineering (CA, HI, WA), mechanical engineering (CA, WA) and is a NACE certified Cathodic Protection Specialist. Mr. Knauer has experience with design of corrosion control solutions in challenging environments and is an accomplished task leader for large scale corrosion assessment and rehabilitation projects and provides expert witness services.

#### **Pipeline Installation (Portions) – Dick Miller Inc.**



Dick Miller Inc. (DMI) is a California based General Engineering Contractor with over 30 years' experience that has built a reputation of excellence and reliability. DMI has been officially verified as a Service Disabled Veteran Owned Small Business (SDVOSB) with the US Department of Veterans Affairs and the Center for Veterans Enterprises. DMI is also a Certified Disabled Veterans Business Enterprise (DVBE), Small Business (SB) and Small Local Business Enterprise (SLBE) contractor. Their focus is Heavy Civil Projects both large and small in the public and private sector. DMI takes pride in completing every project on time and in budget without sacrificing quality through our hands-on approach. Delivering the best is our only option. In return adds value to our clients and community.

DMIS's expertise includes, but not limited to rough and finish grading, demolition, erosion control, storm drain work, land development, site work, street improvements, underground utilities, paving masonry, landscaping, drainage and box culverts, etc.

#### **Community Outreach - Humanability**



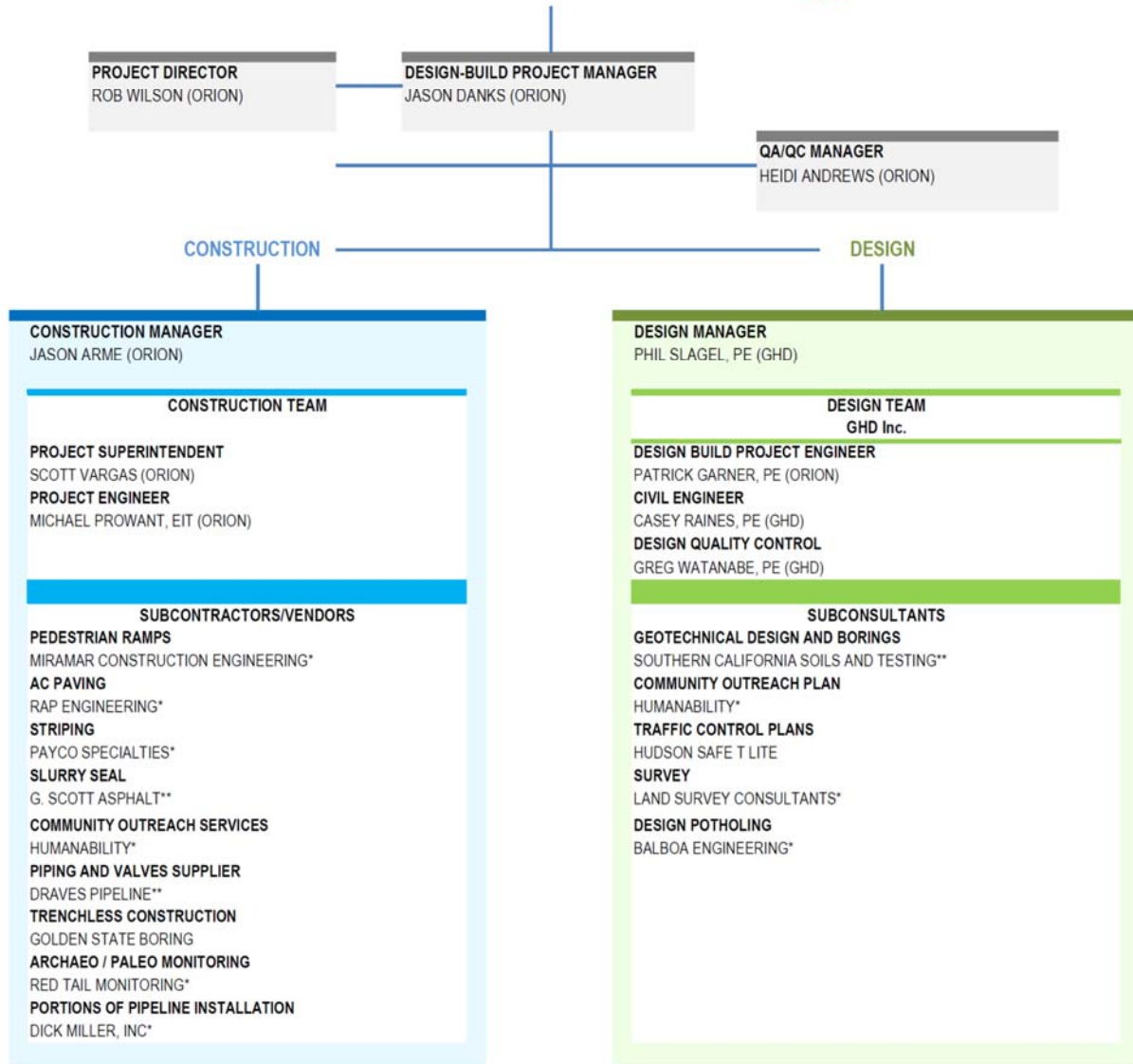
Orion has a long continuous history of successful community outreach with SLBE public-relations firm Humanability. This history includes over 8 City D/B Water Group Job Projects.

Based on this relationship, we have recruited Humanability again as our Community Liaison partner. Humanability will be responsible for creating and implementing our Community Outreach Plan. Orion and Humanability will develop a one-on-one relationship with impacted residents in the project area as construction crew's work through their neighborhoods, ensuring all community concerns are addressed.



#### **Traffic Control Plans – Hudson Safe-T-Lite**

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



LEGEND  
\*City of San Diego SLBE/ELBE Certified  
\*\* DVBE Certified

Figure 1 – Organizational Chart



## Section 6: Technical Approach and Design Concept

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### 6.1 Design Concept Overview

The Orion team's design approach to the Group Job 1029 design-build project is based on a review of the following documents and is in compliance with Attachment A: Section 43 Supplemental Requirements.

- Bridging documents and the RFP with all addenda.
- City water, sewer, right-of-way, and GIS data from SANGIS and SPLASH databases.
- Water and sewer GATE Book Infrastructure Atlas Maps.
- Aerial orthophotography.
- Multiple site visits by the design and construction teams, including measurements, photographs and discussions with community members and leaders.
- Utility company record drawings.
- Planning studies from related CIP projects for potential impacts to this project.

Orion has produced an accurate concept of Group Job 1029's work scope utilizing the above and publicly available documents. The GIS maps were reviewed in conjunction with the field walks to produce the detailed counts of the water services, fire hydrants, blow offs, air-vacuum valves, fittings, valve clusters, and points of connection.

The project will replace aging Asbestos Cement (AC) water and clay sewer pipelines with PVC pipe material to improve system reliability, hydraulics, and compliance with current City standards. The work will utilize open trench construction except in the environmentally sensitive area at 69<sup>th</sup> and Broadway where horizontal tunneling will be used. Orion will utilize the following proven design process to successfully complete the Group Job 1029 Project.

- **Kickoff Meeting** – Orion will use the City kickoff meeting to reaffirm our understanding of the City's expectations, review the schedule, discuss/answer questions, and assign action items.
- **Data Gathering** – Following the **Kickoff Meeting**, Orion will identify additional required information that was not included in the RFP, request additional information and as-built drawings from the appropriate utility agencies such as SDG&E, ATT, CATV, etc.
- **Design Survey** – During the **Data Gathering**, Orion will develop the design survey with its selected sub-consultant, Land Survey Consultants. The surveyor will pick up, and incorporate into the survey, additional surface and subsurface information requested by the Design Team.
- **Base Mapping** – Using the **Design Survey** and information obtained during the **Data Gathering**, the Team will develop the project Base Mapping which includes all existing facilities pertinent to the project design and construction.
- **Field Investigation and Potholing** – The Construction Team will use the RFP provided Base Map to evaluate the construction corridor, identify utilities to pothole during the design phase, and identify and address construction challenges, and provide feedback to the Design Team.
- **Design Concept** – Based on the **Field Investigations**, Orion's Construction Team will coordinate with the Design Team to develop a conceptual design that will minimize public, traffic, and environmental impacts during construction.

- **Community Relations** – The Community Relations Plan will be developed during the design phase. It will identify stakeholders, include a schedule for holding community meetings, and milestones preparing/distributing door hangers.
- **Basis of Design** – The Design Team will develop a Basis of Design Report (BODR). The BODR will include the current project description, design calculations, requested deviations from City Standards with adequate reasons why, ADA curb ramp compliance, permit requirements, and project schedule.
- **Geotechnical Investigation** – using the **Design Concept** the Design Team will coordinate with the Geotechnical Engineer to perform the Geotechnical Investigation and prepare the Geotechnical Report with recommendations.
- **Design Submittal** – Utilizing the **Geotechnical Report** recommendations, **Design Concept**, and **BODR** the Design Team will prepare the design submittal. Each design submittal will include all of the information required for the level of submittal (30%, 60%, 100%).
- **Internal QA/QC Team** – Prior to all **Design Submittals**, Orion’s Design Build QA/QC Manager Heidi will oversee the review of the design submittals with the appropriate parties and ensure all issues and stakeholder comments are addressed.
- **Preconstruction** – Once the appropriate **Design Submittal** level is approved for construction (60% or 100%) by the City, Orion will submit the project Safety Plan, SWPPP, SWQMP, traffic control plan, and request a Preconstruction meeting.
- **Construction** – Following the **Preconstruction** meeting, Orion will coordinate with our Community Relations sub consultant to prepare and distribute door hangers, meet with appropriate residents and businesses, re-call for USA mark outs for the entire project, coordinate construction surveying with City, obtain appropriate permits (traffic, noise), and initiate additional potholing and utility locating as appropriate. Throughout construction, Orion will hold weekly construction meetings and coordinate with adjacent projects.
- **Post Construction / Startup** – Orion will address all of the City’s punch list items, implement appropriate startup measures and training, and prepare as-built drawings.



## 6.2 Technical Design Approach

### 6.2.1 Pipeline Alignment, Sizes, and Locations of Appurtenances

The project will replace aging water pipelines to improve system reliability, hydraulics, and compliance with current City standards. The water pipeline replacements consist of approximately 21,980 LF (4.17 miles) of existing 6-in, 8-in and 12-in asbestos cement (AC) water mains with 8-in and 12-in Polyvinyl Chloride (PVC) water mains. The replacement water pipelines will generally follow existing horizontal and vertical alignments and avoid previously undisturbed

areas to replace the existing water mains in place. Water main profiles will be evaluated for opportunities to eliminate high and low points while maintaining cover minimum and avoiding excavation below previously disturbed soils.

All existing 6-in water mains will be upsized to 8-in as required by current City standards. All existing 8-in and 12-in water mains will be replaced with the same pipe size. New 8-in and 12-in water main valves will be installed with isolation gate valves.

New water main appurtenances will be installed in accordance with current City standards. Air / Vacuum Release valves will be installed at vertical high points along the water mains. Blow-offs will be installed at vertical low points and at dead end streets. Fire hydrants may be utilized at high points or low points on the 8-in and 12-in water mains in accordance with current City standards. Figure A has been prepared to show the anticipated quantity and locations of the air / vacuum release valves and blow-offs.

New fire hydrants will be installed and the spacing will be reviewed and revised as needed to comply with current City standards.

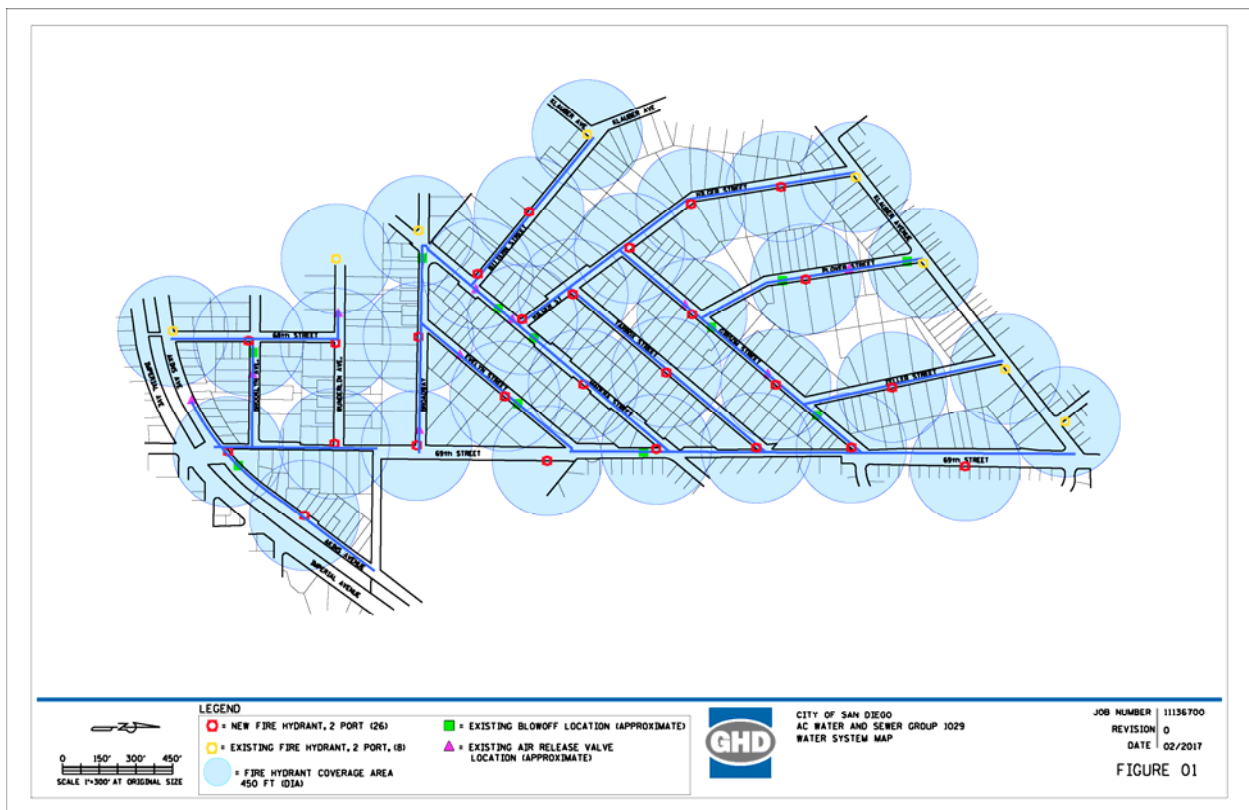


Figure A – Fire Hydrant, Air Vac and Blow Off map

*Water – Broadway, Immediately West of 69th Street “paper street”*

Approximately 475 feet of the water main is scheduled for replacement as part of this project and is immediately west of 69th Street in a vegetated area. This area is considered a street on paper but was not constructed as a street. Therefore, is essentially a “paper street”. The water main in this area is scheduled to be replaced by horizontal tunneling rather than open cut trenching to avoid environmental concerns. During our routine ‘Value Engineering’ process, this section of pipe will be evaluated for shorter tunneling lengths or an alternative pipe replacement method.



The June 24, 2015 Preliminary Environmental Assessment Memorandum, included in the bridging documents, indicated that this area is classified as ‘disturbed habitat’ and trenching would not have an impact to sensitive habitat or species. We have identified that a biological letter report documenting that no impacts to biological resources may allow traditional trenching and removal of the existing pipe. Significant efficiencies in cost and schedule may be realized if this trenching alternative can be developed within the project’s environmental requirements, please see Section 7.5 for additional details.

***Water Pipeline Appurtenances***

New water main appurtenances will be installed in accordance with current City standards. Figure A has been prepared to show the anticipated quantity and locations of the air / vacuum release valves and blow-offs.

*Air Vacuum/Release Valves*

Air / Vacuum Release valves at vertical high points along the water mains. Fire hydrants may be utilized at high points on 8-in and 12-in water mains in accordance with current City standards.

*Blow-offs*

Blow-offs will be installed at vertical low points and at dead end streets. Fire hydrants may be utilized at low points on the 8-in and 12-in water mains in accordance with current City standards.

*Valves*

Per City standards, valves on piping 12-inch diameter and smaller will be resilient wedge gate valves. The valves will meet AWWA C500 or C509 standards and will be selected from the City’s Approved Materials List.

### Fire Hydrants

The project area consists of single-family residential (RS-1). In the residential areas, the hydrants will include 2 ports; one 4-inch port and one 2 ½-inch port. The City design standards require that hydrants in single family residential areas shall be located at street intersections but not more than 450 feet of separation between hydrants (Water CIP Guidelines and Standards, Book 2, Chapter 3). Figure A has been prepared to show the anticipated quantity and locations of the fire hydrants. Hydrants will be replaced in the same location where feasible but location adjustments may be advantageous to providing the required spacing and coverage in order to minimize the number of additional hydrant locations required to comply with current City standards.

### Water Service

Water service will be installed perpendicular to the water main and will not be spaced closer than 30". Existing unused water services may not be replaced unless a development plan has been permitted. Water meters shall be installed with current regional and City of San Diego directives and standard drawings (SDRSD SDW-100, 112, 113, W-1, W-2, W-15).

### ***Sewer Pipeline***

#### Akins Avenue

The sewer improvements along Akins Avenue will include the replacement of existing 12-in VC pipe with 12-in PVC pipe and install new manholes and sewer lateral services. The existing sewer mains will be replaced within the limits of previously disturbed soil along the same alignment and profile.

#### Brooklyn Avenue, 68th Street and Wunderlin Avenue

The sewer improvements along Brooklyn Avenue, 68th Street and Wunderlin Avenue will include the replacement of existing 8-in VC pipe with 8-in PVC pipe and install new manholes and sewer lateral services. The existing sewer mains along 68th Street and Wunderlin Ave will be replaced within the limits of previously disturbed soil along the same alignment and profile. The sewer main along Brooklyn Avenue will require vertical adjustment extending the trench depth into previously undisturbed soil below 10', requiring archaeological monitoring.

The Orion Design Team will redesign the sewer main profiles, to optimize hydraulic performance to the extent feasible, within the limitations of the previously disturbed soil and minimum depth requirements.

### **6.2.2 Traffic Control Approach**

Our approach to controlling vehicle, bicycle, and pedestrian traffic is one that will minimize impacts to the surrounding residents and businesses while providing a safe working environment for the Field Crews. The traffic control plans for this project can be achieved with approval of over the counter shop drawings. During our job walk we identified the work corridors that will be necessary for the installation of the new water and sewer mains. These work corridors, or work zones will be noted on the traffic control plans and created by utilizing the following methods of traffic and pedestrian controls:

- Road Closures with Detours routing cars around the next block
- Lane closures with traffic Flaggers
- Traffic Shifts by moving cars over in the existing travel ways
- Sidewalk Detours where bicyclists and pedestrians are safely routed to the opposite side of the road

These methods will be closely monitored by the Superintendent and Site Foreman for effectiveness daily. If changes need to be made to the approved traffic plans to decrease an impact that the traffic plans have created, we will work closely with the Resident Engineer and the Traffic Engineering Department Team at the Field and Engineering Division to make the appropriate modifications quickly to increase the effectiveness of the traffic control.

### **6.2.3 Design QA/QC Approach**

As noted in our Project Team above, Heidi Andrews will serve as the Team's overall Project QA/QC Manager and Construction Quality Control. Heidi will coordinate with Greg Watanabe and Patrick Garner to integrate the design review process into a project-wide quality control plan. As Orion's project QA/QC Manager, Heidi will report directly to Jason Danks and will be responsible for the oversight of the entire design and construction process and its conformity to the contract documents.

Greg will be responsible for the oversight of the design process and its conformity to the contract documents. Through each stage of the design process, he will coordinate with the discipline reviewers ensuring that each discipline and cross discipline has been reviewed and signed off. He will coordinate with the design discipline leaders to ensure that they included all items that are listed in "Attachment A", Section 29, Design Submittals, of the RFP.

A project specific QA/QC checklist will be developed with City staff. The checklist will provide the City and Orion Team reviewers with clear and complete responses to review comments keeping the design process and design schedule on track. The QA/QC Checklist will be completed and submitted to the City within two weeks of receiving City design submittal comments. A meeting or conference call will be set up to go over the responses to comments to confirm that the comments have been addressed satisfactorily to the City and to resolve any discrepancies between the reviewers and designers. All of the comments will be tracked and logged through each individual submittal phase and a compiled, to date, record will be provided to the City at each submittal phase.

Once the design packages are ready for delivery to the City, Heidi will independently review the packages to certify that the entire submittal package is in conformance with the contract documents. During the Construction Phase, Heidi will confirm that construction submittals are being received, reviewed and approved, prior to moving forward. Heidi will submit and track RFIs and responses, manage permits, and confirm construction is in conformance with the contract documents.

### **6.2.4 Paving Restoration**

Pavement Restoration is required for all streets within the project limits affected by trenching for the water or sewer line replacement and will be restored in accordance with City of San Diego

Standards and project specific requirements. Streets listed in Poor condition will have an overlay and streets in Good or Fair condition (see Figure B) will be restored with a slurry seal.

In accordance with Addendum 1 Type I slurry seal will be placed over Type II slurry seal on residential streets. Type II slurry seal will be placed over Type III slurry seal on major and collector streets. Water and Sewer line trenches in Asphalt Concrete Pavement will be restored in accordance with City Standards (SDG-107). A betterment could be evaluated for streets rated in poor condition. These streets could be reconstructed to full street width in accordance City of San Diego standard (SDG-113) with additionally authorized funding per Section 7.5. All resurfaced/reconstructed streets will also be striped.

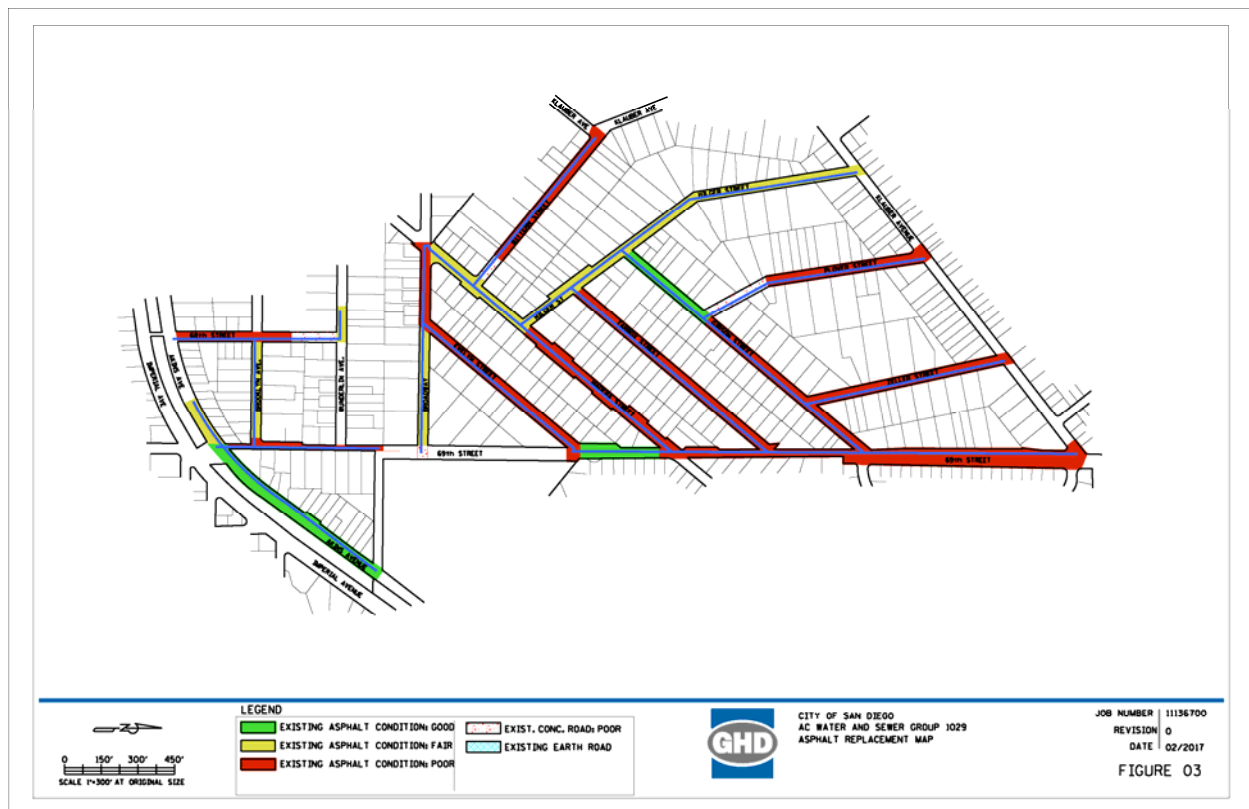


Figure B – Paving map

### 6.2.5 Water High-lining Plan

Our high line plan is broken down by phase and matches our Construction Phasing Plan. We have divided up the new water line installation portion of the project into manageable sections that take some fire hydrants out of service in each phased section while leaving adequate fire water supply close to all residents throughout the course of construction.

During the early stages of the design development process we will meet with the water operations department to verify that we have the appropriate number of residents and businesses high lined per phase. Once the concept design has been agreed to by all stakeholders, Orion will complete a material inventory list from our stock of company owned high line to be delivered to the project site. The material inventory list will also include back up and extra materials in the event of a high line break in order to complete repairs quickly.



Figure 8 – High-lining on a Residential Street

### 6.2.6 Phasing of Design and Construction of Each Site Separately

See section 7.1.3 for Phasing discussion.

### 6.2.7 Curb Ramp Installation and Modifications

The project will install curb ramps in compliance with the access law where required within the project limits. The preliminary evaluation report in conjunction with site visits indicates that five curb ramp locations will need to be upgraded with the addition of detectable warning tiles (DWTs) and seven new curb ramps need to be installed to be in accordance with the existing pedestrian conditions.

The City's preliminary assessment of the curb ramp requirements for the project is summarized in the April 20, 2015 Access Law Design Compliance Memorandum bridging document. In addition to the curb ramp evaluation for compliance with current standards, it states that any missing uplifted or otherwise damaged sidewalk panels in the immediate vicinity of the new curb ramps also to be repaired or replaced in accordance with current standards. Other improvements would include replacement of asphalt sidewalks with concrete sidewalks within the curb return of the upgraded or new sidewalk ramp and for the removal of any unpermitted improvements within the right-of-way be removed if necessary to construct a compliant sidewalk ramp.

Utility poles within, or adjacent to the sidewalk area where sidewalk ramp construction is planned will require coordination by Orion with the Undergrounding Program. Any plans to underground power and remove utility poles may effect the curb ramp selection.



The Orion Design Team has reviewed the City’s preliminary assessment and, in conjunction with recent site visits, has prepared a summary of proposed curb ramps as shown on Figure C.

Many of the streets within the project limits do not currently include sidewalks or other pedestrian paths and therefore no curb ramps are proposed in those areas.

Recommendations contained in the City’s preliminary assessment and either confirmed or revised by our site visits are preliminary and design solutions will be coordinated with the appropriate Access Law Compliance Officer during design development as recommended in the Preliminary Evaluation Report.

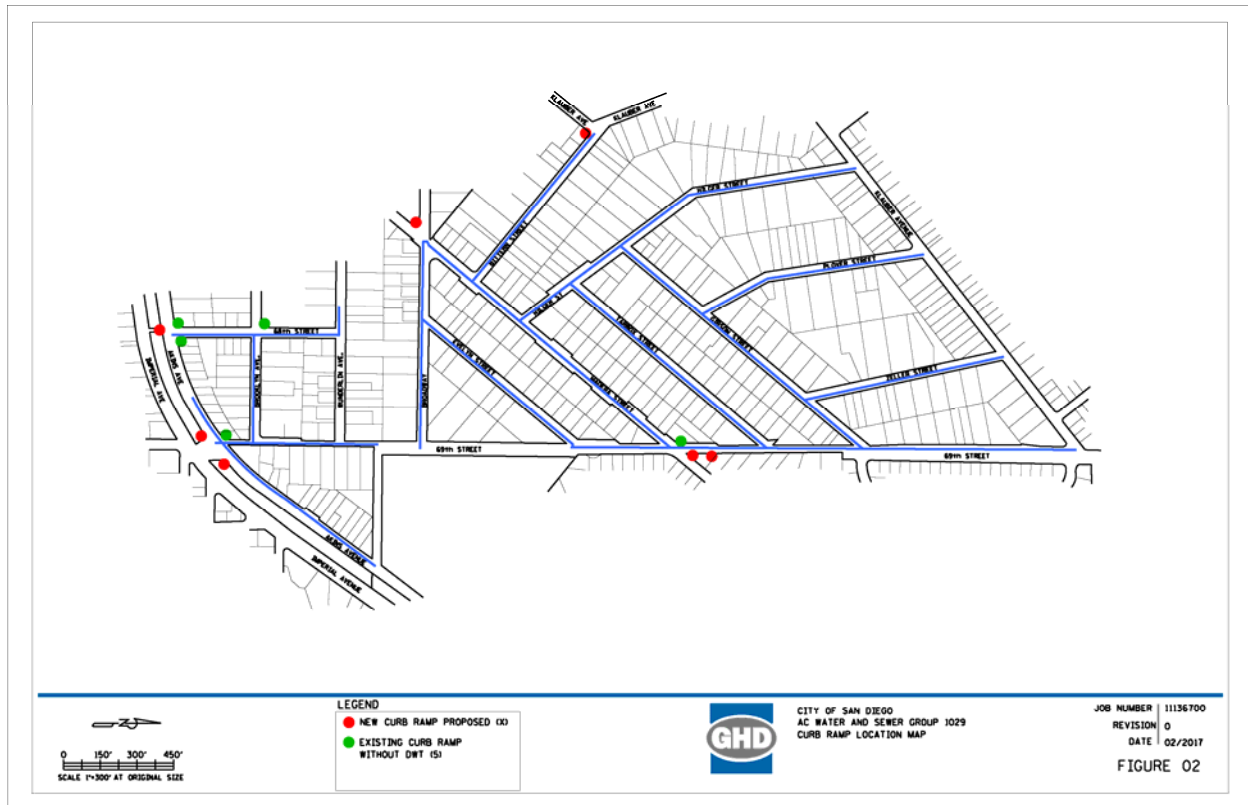


Figure C – Curb Ramp Map

Per the City of San Diego pedestrian design guide;

Perpetuation of existing marked crosswalks as well as consideration of new crosswalk markings at currently unmarked intersections will be evaluated in accordance with the City of San Diego’s Pedestrian Design Guide and coordinated with the City.

### 6.2.8. Phasing and Coordination with Adjacent Projects

Orion has identified at a minimum several projects in the area that will need coordination throughout design and construction of Group Job 1029. In RFP Attachment E Section 2-14.3, and in further research on the City’s CIP Project Map Viewer, we have planned at a minimum to coordinate with the following list of projects:

| Project Name              | City Contact     | Contact Email             |
|---------------------------|------------------|---------------------------|
| AC Overlay Group 4        | C. Hudson        | chudson@sandiego.gov      |
| AC Resurfacing Group 1511 | N. Damjanovic    | ndamjanovich@sandiego.gov |
| SS-029111                 | Public Works CIP | engineering@sandiego.gov  |
| AC Overlay 1506           | K. La Selle      | klaselle@sandiego.gov     |

These projects will be monitored closely for potential impacts throughout the project life. Orion will request the schedules from each of these projects so that field work can be coordinated before there is a conflict. During the construction process, there will be additional coordination with the adjacent projects and City staff to ensure there are no conflicts with Construction Schedules, Traffic Control Impacts, or Community Impacts.

Orion will engage the local community early in our design phase to ensure that all the residents understand the project phasing within Group Job 1029. Given the substantial impact to the neighborhood during the water main construction, specific door hangers and large project signs will be prepared for the affected residents explaining the sequence of construction and responsibilities of each of the follow-on contracts. This will alleviate concerns regarding the coordination of the contracts from the public’s point of view. Contingency work will be planned and available should any two projects need to be in the same area at the same time, allowing field operations to be relocated efficiently to a new area. This proactive coordination by the Orion field staff will keep the impacts to the residents to a minimum.

### 6.2.9 Storm Water Pollution Control Best Management Practices

The Group Job 1029 project will require a Water Pollution Control Plan (WPCP) per section 28.9 of the RFP. The WPCP will be prepared specifically for this site and it will incorporate the best management practices and guidelines in the document. The WPCP will address the sensitive habitat area at 69<sup>th</sup> and Broadway and provide measurements to mitigate environmental disturbance during construction. The remainder of the project is constructed entirely within existing impervious areas. Typical BMP’s in the WPCP include: storm drain inlet protection devices, silt fences, gravel bag check Dams, straw wattles, concrete wash outs, secondary containment for our sanitary facilities, solid waste management, equipment main and fueling protection, wind protection, stock pile covers, and any other items required by the specific weather conditions.

### 6.2.10 Subsurface Investigation and Geotechnical Work

It is anticipated that materials encountered along the alignments will consist of fill, alluvium, very old paralic deposits, San Diego Formation, and Mission Valley Formation. Geologic hazards that are present along the planned alignments are slide prone formations (i.e. Mission Valley Formation).

- Fill - consists of soil materials from onsite sources or imported from the surrounding area.
- Alluvium - consists of interbedded poorly consolidated clay to boulder-size particles derived from near source bedrock materials.
- Paralic deposits - consist of massive sandstone and cobble conglomerate.
- San Diego Formation - consists of fine to medium grained sandstone and pebble, cobble, and boulder conglomerate.
- Mission Valley Formation - consists of massive sandstone.

Groundwater may be encountered in low alluvial areas or perched on very dense formational materials. Seepage conditions can develop from the alteration of the permeability characteristics of the soil, an alteration in drainage patterns, and/or increased precipitation, irrigation water, and leaky/broken pipes.

During the design phase, the DB team will drill three 8-inch diameter test boings to a depth of thirty feet at the “paper street” trenchless installation section. The subsurface conditions will be documented, logged, and analyzed to provide the team with an engineered plan for the trenchless work. The team will also review all existing geotechnical data in the project area and develop written report which will include:

- Subsurface conditions along the alignments
- Excavation conditions and the potential for encountering difficult excavation conditions and soft or loose, unstable soils
- Groundwater levels and the necessity for dewatering
- Allowable temporary excavation side slopes and the necessity for shoring
- Lateral loads on shoring, if needed
- Support for the pipeline
- Potential pipeline settlements
- Appropriate types of bedding and backfill materials as well as placement and compaction procedures
- Suitability of excavated materials for use as bedding and backfill
- Soil modulus E' for pipeline design
- Subgrade compaction beneath pavements
- New flexible pavement structural sections
- Trenchless construction recommendations
- Corrosivity of earth materials

#### **6.2.11 Proposed Design Schedule**

See Overall Project Design and Construction Schedule in Appendix A.

#### **6.2.12 Material Quantity Estimates**

1. Additional Bedding: 10 CY
2. Imported Backfill: 20 TONS
3. Asphalt Pavement Repair: 1500 SF
4. Additional Curb and Gutter: 400 LF
5. Additional Sidewalk Removal and Replacement: 1600 SF
6. Additional Pavement Removal and Disposal: 10 CY

## Section 7: Construction Plan

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### 7.1 Proposed Construction Plan

The construction plan for AC Water and Sewer Group 1029 design-build project is based on the Orion team's complete understanding of the project goals, as well as, our knowledge and neighborhood-specific experience executing design-build projects involving waterline and sewer line replacements. To address the level of effort involved in the design-build process for this project, the Orion team will complete a detailed Design and Construction Schedule along with 3-week look ahead schedules to monitor and keep the project on track.

Orion will operate as the Design Builder, accepting full responsibility for the overall design, construction, quality, cost, and schedule. The single point of contact for the city staff will be our Project Manager, Jason Danks. To properly manage this design-build project, Orion will maintain control of the schedule and procurement as described in this document. Orion will implement an aggressive quality assurance/quality control program for all phases of design, construction, permitting, and commissioning, led by Heidi Andrews.

All major correspondence between team members will be routed through Jason Danks. This communication structure allows Jason to monitor the progress of each construction task within the project scope and keep the project on task while taking the necessary steps to stay on schedule. Our full-time Construction Manager, Jason Arme, will be onsite daily and will be responsible for the overall construction and safety of the project. Our experienced full time superintendent, Scott Vargas, who has previously completed numerous City group sewer and water main replacements, will lead the project craft workers.

#### 7.1.1 Construction Approach and Methods

The construction approach follows the guidelines set forth in the RFP and provides enhancement where applicable to minimize the impact to the surrounding neighborhood while constructing in a safe, clean, and efficient manner. Four major construction phases have been identified for the project. The three major phases of new waterline installation will be done by conventional open cut methods and will be largely replaced in place. There is a small section of trenchless pipeline construction that will occur on Broadway between Evelyn and 69<sup>th</sup> St. We have broken the Sewer Line Installation into its own phase.

The following crew types will be on site during this project:

- Design Pothole Crew
- High Line Installation Crew
- PVC Water Pipeline Installation Crew(s)
- Sewer Line Installation Crew
- Trenchless Pipeline Installation Crew
- Asphalt Paving Crew
- Cleanup/De-Mob Crew
- Emergency Response Team

The equipment has been selected for the range of construction activities and constraints on the project. We have selected the appropriate size equipment from our inventory of company owned

equipment and Fleet of Heavy Haul and Dump Trucks. A complete listing of equipment that will be used for the installations is as follow for the project:

- Vacuum excavator truck (for potholing operations, emergency spills, and sewer bypass.
- Asphalt zipper (asphalt demolition)
- Concrete saw cutting equipment (concrete removal)
- Water and Sewer Pipeline Installation (inc. appurtenances): Caterpillar 328, 321, 314, 307, and 305 (all limited access or Zero clearance excavators): (excavation and backfill)
- Rubber tire loaders: Caterpillar 950, 938, 930, and 914 (spoil and material handling)
- Compact skid steers loaders (tight material handling/street sweeping)
- Rubber tire backhoes: Caterpillar 416 and 446 (excavation, backfill, demolition, and material handling)
- APCD compliant sweepers w/PM10 filters (street sweeping)
- Water trucks 500-4000 gallon (dust control, backfill moisture content, temporary holding tanks)
- Heavy trucks: 10 wheelers, super 10's, boosters, end dumps, side dumps, equipment haulers
- Compaction equipment – Smooth and Sheeps foot compactors, wacker tampers, vibratory plate
- Jack and Bore Trenchless Pipeline Equipment
- Asphalt Paving Equipment – Spreader Box, Tack Pot, Steel drum rollers



*Mainline installation with AC pipe removal integral to the process – the existing AC pipeline is removed as the new PVC pipeline is installed directly back in its place.*

Prior to starting field work, the original pre-existing conditions will be professionally videoed, fully documented, and the video will include the mark outs from Underground Service Alert USA, the latter for record purposes. Base mapping and potholing will occur in this phase to obtain the horizontal alignments for the 30% design. The Community Relations plan is prepared prior to submission of the 30% design. A Project and Plan presentation will be made to the community to engage stakeholders and obtain input early in the process, all before the 30% is finalized. Material submittals and the WPCP will be completed during the 60% design. 100% and final designs will be in accordance with the RFP, including Attachment A Section 42 Supplemental Requirements.

Orion will utilize its local experience in fully implementing the latest Greenbook and Whitebook standards to the project. Orion's long working history with both the City and the designers will allow it to incorporate any requirements and nuances of the City Water System into the design early in its concept. Orion intends to follow the requisite codes, standards, and details outlined below:

#### *Water Systems*

- Pipe Bedding and Trench Backfill for Potable Water Mains, per SDW-110
- Thrust Blocks and Anchor Installations, per SDW-151
- Gate Wells and Valves, per SDW-152 through SDW-154
- Fire Hydrants, per SDW-104
- Air Valves, per SDW-158 through SDW-160 (as appropriate)
- Blow Offs, per SDW-143 through SDW-146 (as appropriate)
- Water Services, per SDW-149 through SDW-150
- Meter Boxes, per SDW-134 through SDW-137

#### *Sewer Systems*

- Pipe Bedding and Trench Backfill for Sewer, per SDS-110
- Manholes, per SDS-106 through SDS-108 (as appropriate)
- Sewer Laterals, per SDS-102 through SDS-105

### **7.1.2 Plan for Operation of Facility during Construction**

Orion is experienced in the construction of Water Distribution Systems and Sewer Line construction, both of which are prescribed in the RFP. Orion has a large inventory of company owned high-line pipe and fittings, temporary pipe, and equipment available which can be mobilized immediately. This will ensure the full-time operation of each individual City facility or water pipeline throughout the course of construction. Orion will take all precautions necessary to ensure that no damage or unscheduled shutdowns occur to any adjacent facilities including: piping, utilities, traffic signals, and roads. Underground Service Alert will be contacted for verification and location of all utilities and will maintain notification current throughout the project. Construction operations will be coordinated to ensure efficient and orderly installation of each phase of the work in a sequence that will obtain the best results and the earliest completion each phase and that of the overall project. We will have the correct sizes of repair couplings and pipe on hand for fast repairs resulting from unintended emergency utility strikes. They will be stocked

onsite; the final quantity and selection is based on a review of the as built drawings and input from City field operations staff.

Prior to the transferring of water services (none anticipated at this stage) or shutting down of water mains, Orion will provide notices to all affected businesses and residences. 24-48 hours before the shutdown, Orion crews will go door-to-door through the affected areas and provide final notices. Fire protection will be coordinated with the fire marshal, as required.

Operation of the Sewer System will be achieved through the use of Temporary Sewer Bypassing. Orion owns a complete inventory of Sewer Bypass pumps and piping for any situation. Each day of Sewer Line replacement the sewage flows will continue uninterrupted operation through the sewer bypass systems. The Bypass will be set up at the beginning of each shift and the flows will be reinstated at the end of the shift. Bypasses will be monitored full time while in operation and back up pumps and piping will be dispatched to the project in the event of an emergency or unplanned situations.

### 7.1.3 Plan for Phasing of Construction Activities

Orion’s philosophy when phasing construction activities is to break the work into sections that will be performed efficiently and with the least amount of impact to the community. For the Group Job 1029 project, the construction activities will be split into four separate phases: 3 water installation phases and 1 sewer installation phase.

#### Phase 1

Sewer Installation from Imperial to Broadway

#### Phase 2

Water Installation from Imperial to Broadway

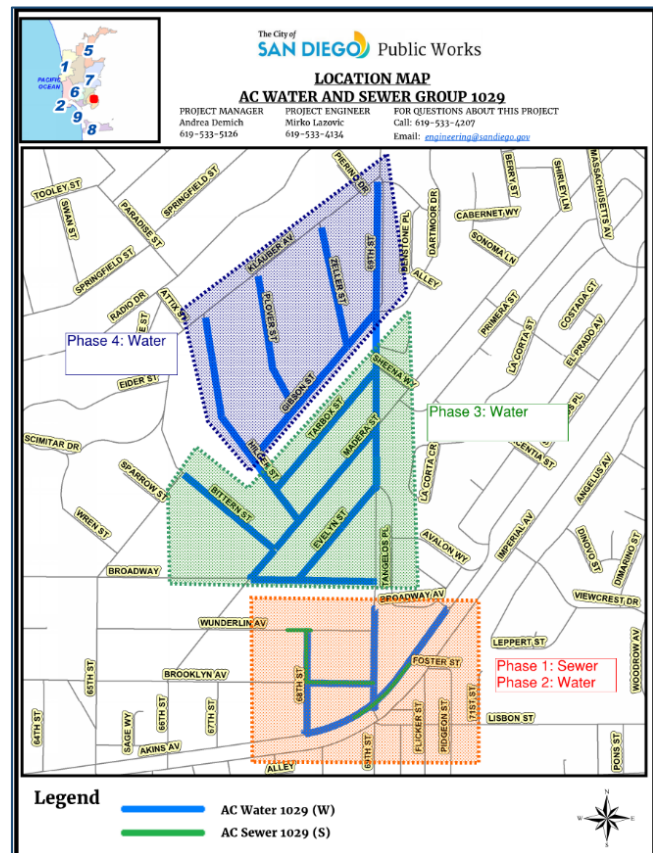
#### Phase 3

Water Installation from Broadway to Tarbox

#### Phase 4

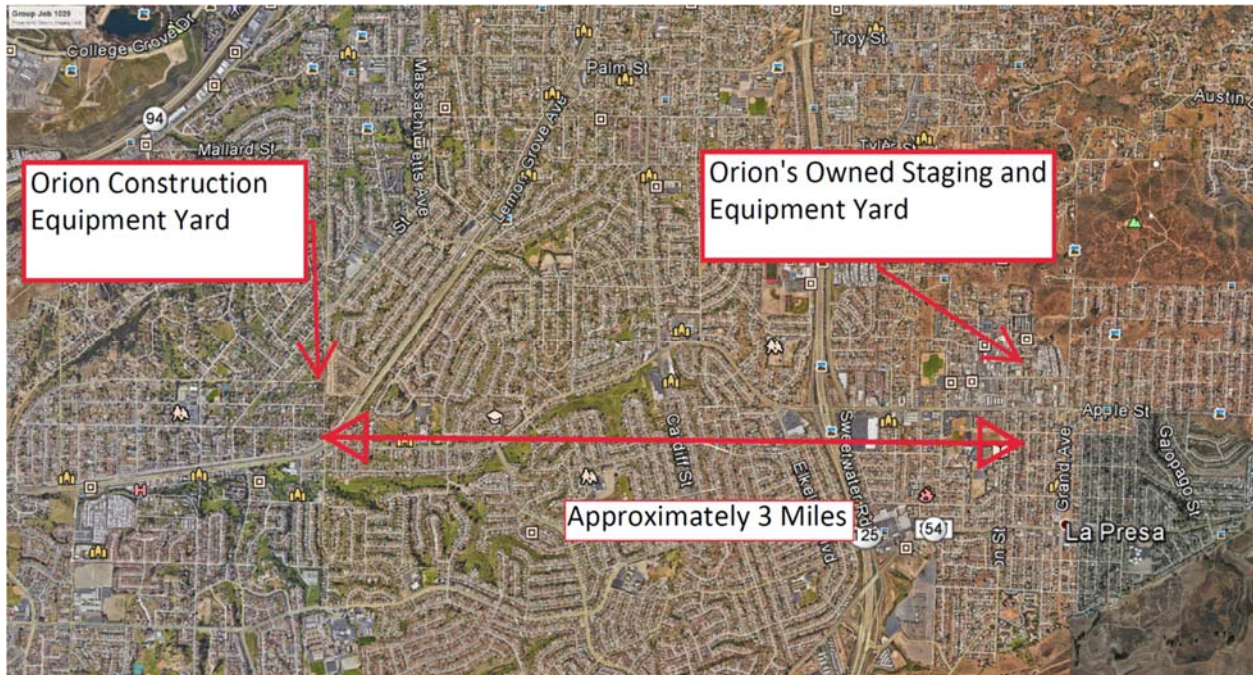
Water Installation from Tarbox St to Klauber

The Phase 1 sewer installation and the Phase 2 water installation will be performed by Orion’s SLBE subcontractor, Dick Miller, Inc. Orion will provide management and on-site supervision, while Dick Miller will be responsible for the complete installation of water and sewer pipelines.



### *Mobilization*

Local yards will be set up throughout the jobsite footprint to support Group Job 1029. Orion also owns a 2-acre equipment Staging Yard located near the project work site allowing for equipment to be able to be stored off the street when applicable, and back up equipment to be stored close the jobsite to ensure that there is no interruption in construction progress.



Equipment as listed in 7.1.1 will be mobilized to the yard. Additional BMP materials will be staged in the event of an unplanned storm. Orion's fleet of heavy haul trucks can accommodate the resident and commercial business concerns throughout the project when mobilizing to each of the phases. As an added enhancement to this project, Orion maintains a fully staff and field supported construction yard in Spring Valley that will allow for total flexibility in accommodating unanticipated staging issues.

### *AC Watermain Replacement*

Specially trained Orion crews will excavate and replace in the existing AC water mains. The approach to the AC watermain replacement is for a dig, lay, backfill, and Hot Mix trench patch every day. This will reduce the number of trips that the crew must make down the street, allowing the surrounding community to see the work completed sequentially and efficiently. The traffic control will be by conventional devices. The equipment listed in Section 7.1 will be used according the trench size and pipe size. During our job walks, we have carefully selected haul routes to minimize impact to the community. The AC pipe removed will be handled by our in house certified tradesmen and carefully packaged for disposal. By completing these tasks in house, we have complete flexibility to deal with any unknown challenges.





*Back fill with sand around the new PVC pipe.*

### *Service Appurtenance Installation*

Once the mainline has been completed, appurtenance crews will install the fire hydrants, air vacuum valves, and blow offs. These services will be installed utilizing open trench construction and trenchless construction such as; directional drilling, displacement moles, and hand tunneling.

### *Sewer Installation*

During the sewer replacement, we will first set up a sewer bypass to ensure that existing services are not affected. Because the installation is deeper the sewer installation is of higher difficulty and inherently requires additional safety measures compared to the shallow water installation. We will utilize wider and deeper trenches to accommodate shoring shields for safe access and protection. Orion will utilize size appropriate equipment which the lowest impact to the existing roadways in order to protect existing facilities. The following specialty equipment is proposed for the sewer installations:

- Excavators: Caterpillar 336, 330, and 328 (excavation and backfill).
- Trench shoring: heavy wall shields, steel plates, hydraulic shores, finn forms, and sheet piling.
- Dewatering and sewer bypass equipment: submersible pumps, desilting tanks, sediment filters, trash pumps.

### *Street Resurfacing*

Street resurfacing will be in conformance with the Street Moratorium Waiver included in the Bridging Documents and the latest City Standard SDG107 for patching utility trenches. Asphalt overlay and Slurry Seal work will be by a combination Orion and SLBE/ELBE partners. These work items will be coordinated with our SLBE/ELBE curb ramps firms such that the sequence minimizes down time and re-establishes the public right of way for the residents.



*Orion Crews sawcutting trench.*



*Orion crews grinding asphalt*



*Orion crews grinding asphalt with company owned equipment*



*Orion crews base paving trench*

### *Final Close Out*

Once the surface improvements have been completed, Orion will remove the pavement USA mark-outs and perform a detailed site cleanup. The as-built process will document all known and unknown utilities as well as any changes from the drawings during the construction phase. As built information will be updated and reviewed by our contractor quality control manager, Heidi Andrews, for completeness in real time and provided in micro-station to the City at the end of the project.

### **7.1.4 General Plan for Functional Testing and Start Up**

Orion will test each section of water main to the city standards included in the White Book Section 306-1.4.5 Water Pressure Test. Flushing and chlorination will proceed in accordance with AWWA C651 and State Health Department Requirements. We will exercise special care in flushing chlorinated water. All flushing water is de-chlorinated prior to discharge utilizing de-chlorination

devices and tablets. Orion certified chemists will continuously monitor chlorine levels. The discharge water will be compliant with the Regional Water Quality Control Board Order No. R9-2013-0001, R9-2015-0001, and R9-2015-0100. Orion will coordinate and schedule final laboratory testing of the pipeline with City Staff. Once the City certifies all bacteriological tests (bac-t) have passed, each section of water main will be tied back into service within 15 days.

The new gravity sewer pipelines will be videotaped, and wayne ball/mandrel tested, in accordance with the Greenbook 306-1.2.12.2. This will ensure that newly installed gravity mains do not exceed the maximum allowable deflection. A DVD of the video will be provided to the City upon completion.

Repairs during the one-year warranty period will be Orion's responsibility. As in the past, Orion will support City staff in their investigations of potential defects and provide assistance to identify their causation and apportionment of liability. With over 25 years and numerous successful projects with the City, warranty repairs in or out of the contract warranty period have always been dealt with to the City's satisfaction with prompt attention to minimize liability from third parties.

### **7.1.5 Proposed Safety Program**

The Orion team will prepare a written site-specific Safety Plan/Illness and Injury Prevention Program for submission to the City prior to start of construction. Our Safety Plan will include all applicable requirements of CAL/OSHA. Our Safety Manager will consult with our Superintendent to define the scope and sequence of work, and will develop specific Job Task Analyses (JTA's) to identify the sequence of events, associated hazards, and implement control measures. These are then used as training tools to educate the field team in onsite safety as it relates to them.

Along with the JTA's that guide safety of the construction crews, the safety of the public is a key factor in planning a safe job site for this project. Public safety will start with the community outreach process so the project team understands safety concerns coming from the neighborhood. Important safety items that we have planned for in our proposed construction:

- Clearly identify pedestrian traffic and walkways around work zones
- Bicycle Safety and alternative safe passages around the work zones for cyclists
- Resident safety and safe travel to and from driveways
- Special attention will be taken in addressing continued access for special needs residents
- Coordination with adjacent projects so conflicts do not impact the public safety
- Special attention to safe travel routes for children

Orion will utilize planning/scheduling meetings with field staff and subcontractors to review the safety strategies, review JTAs, identify possible hazards, and coordinate work activities. Informal meetings are used at the beginning of each day for supervisors to emphasize safety topics relative to the days scheduled work, using the JTAs as a training tool.

Personal protective equipment is provided to all workers in compliance with all OSHA regulations. The use of high visibility safety vests, ANSI approved hard hats, safety glasses, gloves, and work boots are the minimum PPE required for construction activity. There is also extra equipment on site for temporary use by visitors.

New employees receive a safety orientation and training prior to starting work. Apprentices receive special attention because of their relative unfamiliarity with the overall construction process. We have found that utilizing these practices encourages long-term employees to assist new employees in the safety practices of the company. We also designate a key craft worker on the job as a “safety monitor” responsible for assuring safe working conditions. This individual is empowered to correct any deficiencies in safe work practices.

Additionally, our project managers, engineers, superintendents, foremen, and crew leaders receive regular training in all aspects of safety such as fall prevention, scaffolding, hazardous material, traffic safety, rigger training, trench protection, and confined space.

### **7.1.6 Proposed Emergency Response Plan**

Prior to the start of construction, Orion will develop and submit to the City, for review and approval, a project specific written Emergency Response Plan. Orion will observe and comply with the City’s policy of zero hazardous material spills. The Emergency Response Plan shall be developed to respond to any construction related spill(s). This plan will include identification of all nearby environmentally-sensitive areas such as waterways, channels, catch basins and entrances to existing underground storm drains that could be impacted. An emergency response unit will be stationed near the job site. It is comprised of equipment and trained personnel to be immediately dispatched in the event of a spill.

The emergency response unit can be dispatched to the site 24 hours a day 7 days a week including weekends and holidays. Orion will designate primary and secondary representatives with their respective phone numbers, and mobile phone numbers. Orion’s representatives will be accessible and available at all times to respond immediately to any spill event.

In the event of a utility strike, Orion will:

- Secure the area, block access to all unauthorized people.
- Notify the utility.
- Provide a support role to the utility company repair people upon arrival.
- Note: Orion Construction has personnel available 24/7 in the event of emergency utility issues. Orion will keep an on-site assortment of various size pipe repair couplings in case of such an issue.

Pre-planning:

- Perform a JHA (Job Hazard Analysis) for each expected utility emergency.
- Know where shut-off valves (if applicable) are for each utility.
- Locate utility as best as possible before digging.

Orion is also a listed Emergency contractor for the City of San Diego and our crews will stay and assist at the City's request during any utility type emergency where our services can be useful or we can prevent further damage to the surrounding areas.

### **7.1.7 Water High-lining Plan for Each Site**

See Section 6.2.5 for discussion relating to water high-lining.

### **7.1.8 Phasing of Design and Construction Work of Each Site Separately**

The design of the project will include all phases at each design submittal stage. The construction will be broken up into 4 phases of work each independent of one another. The proposed phasing is included in Appendix A.

### **7.1.9 Proposed Construction Schedule**

Please see Appendix A for Project Schedule.

### **7.1.10 Traffic Control Management**

Management of the traffic on this project will consist of providing work zones that will minimize disruptions to the residents, businesses, schools, and commuters. The streets were studied during the field inspection walks for traffic flow patterns, allowing a comprehensive management approach to be included with this proposal. As listed above, our approach to the traffic control plans will be to submit Shop Drawings to the Field and Engineering Division for processing and approval.

Our Management approach is derived from our previous experience working on Water GJ 921, which is located in this neighborhood, thus giving us perspective on the volume of traffic in this area and proven techniques that we have implemented in the past. Traffic management is a daily task for the Crew and Supervisors. We are constantly monitoring traffic for backups or delays, emergency services clear passageways, deliveries to homes and businesses, and safe bicycle and pedestrian routes. If traffic plans need to be changed our Superintendent or Project Engineers will work closely with the Resident Engineer to create a triplicate form to institute immediate changes or we have the ability to create and modify traffic plans with our own in house staff reducing the time it takes to make effective changes on a project.

Management of the traffic on this traffic will consist of

### **7.1.11 Community Impact**

Orion is the City liaison to the public. We take a proactive approach to community outreach in reaching out and soliciting feedback during the bid and design phase in collaboration with our longstanding partner, Humanability. Additionally, Orion provides ample notification prior to construction activities resulting in fewer impacts to the residents, businesses, and commuters. During construction, Orion will notify the community of all construction related events by way of mailers/flyers passed out to individual homes and businesses. The community will be further updated by regular updates to the City website. Orion and our exclusive community liaison firm, Humanability, will participate in all local community planning groups and associations. Individual calls and complaints will be resolved in real time with updates to all City council area representatives.

Homeowners will have driveway access at any time throughout the day. In the past, Orion has had crews individually place trash cans on the street during trash pick-up day and move steel plates to facilitate special access to business and residential driveways. These are examples of how Orion works to keep community impacts to a minimum and have a solutions based approach to impacts arising during the course of the project. This approach keeps the community informed and works well to mitigate questions and complaints.

## **7.2 Project Coordination**

Project coordination will remain consistent throughout the design and construction phases, both of which benefit from the Design-Build approach since the designer and contractor project staff are actively involved in both phases. With the construction personnel involved from the very outset of the design, Orion ensures the maximum level of coordination between the design and field construction teams, ensuring all the benefits of this collaboration are incorporated into the project.

### **7.2.1 Coordination Process**

The first step to efficient and effective coordination is to focus the line of communication on as few people as possible, and for the project team to hold these people accountable for the vertical communication throughout the team. This system allows each team member to know: exactly to whom they report, what level of decision making authority they possess, and what information is to be included in their reports. The second key element of this system is redundancy at each team level so critical communication or coordination items are not delayed due to the unavailability of the primary contact at a given moment.

The Orion management team for this project has been assembled specifically to function in this manner. All communication between the City and the Orion team will be through Jason Danks, who will serve as the primary contact. Once the project is awarded, Orion will hold a Design-Build partnering/kick-off meeting. The goal of this meeting is to ensure that each team member from the City and Orion is personally acquainted with each other and that all expectations are clearly understood. During this meeting, the goals of each team will be discussed and the critical aspects of the project will be outlined. Minutes of this meeting will be prepared and distributed to all attendees for review and comment. Follow-up sessions may be scheduled as well, on an as-needed basis. The Construction Manager, Jason Arme, will be responsible for all daily construction activities and coordination on the project. He will be utilizing a three week look ahead to plan each activity and coordinate with residents, subcontractors and craftsman to sequence the work to minimized impacts to residents.

### **7.2.2 Coordination with Government Agencies and Other Entities**

Prior to the start of construction, Jason Danks and Jason Arme will personally coordinate early start activities with appropriate government agencies and entities such as transit, fire, police and waste disposal. They will review the project schedule and three week look ahead with these agencies to identify potential impacts and determine any project specific requirements not previously identified. During the preparatory phase, the work zones are delineated. Underground Service Alert is used to coordinate with the other utility owners while Orion's local community knowledge is used to identify individual neighborhood conflicts. This preparatory phase allows the City and Orion adequate time to respond to any specific site nuances. Once all affected parties have been notified and concerns resolved, the initial phase work begins. During this initial phase, Orion will be working closely with Water Operations to ensure the community's water needs are met in an efficient manner. Follow-ups contact will be made to the identified stakeholders throughout the construction to ensure all parties are satisfied.

### **7.2.3 Design Coordination System**

Heidi Andrews, as Project QA/QC Manager, and Jason Arme, as the Construction Manager, will coordinate with Jason Danks to develop the project design and construction management plan. It

will include the: Project Quality Control Plan, Basis of Design Report and Design Criteria, Communication Protocols, Permitting Plan, Construction Submittal Registry, and Design Submittal Review Process. The submittal registry will be used to confirm that the construction material submittals are in conformance with the construction documents. During the design phase, Orion will call for utility mark outs and perform potholing to minimize potential conflicts during construction. At the start of construction, Jason will call for a second utility mark out to ensure that no new utilities have been installed during the design phase. During construction, Jason will keep accurate records to confirm conformance with the design drawings and provide accurate as-built drawings.

#### **7.2.4 Q&A Tracking System**

Orion will keep a detailed account of all field changes in a redline markup set of drawings and specifications. Questions and Answers through the Construction process will be managed by Heidi Andrews and documented and tracked as RFI's as a continuation to the Design development process in order to have a complete record through the life of the project. The RFI tracking and response log will be reviewed with the City at the weekly construction meetings. All design changes will be incorporated into the as-built redline construction set.

Any questions resulting in design changes or a change in specifications will be drafted by the Field Team and reviewed by the DOR for submittal to the City. Once RFI's have been submitted to the City, they will be tracked on the project log. All responses will also be tracked on the project's redline markup as-built set. This red-line set, along with final as-built drawings, will be submitted to the City at the completion of construction.

#### **7.2.5 Subcontractor Coordination System**

The approach to executing the Group Job 1029 project will be divided between the preconstruction phase and the construction phase. The project team and subcontractors presented in this document will be responsible for performing in both phases of design build services for this project. In compliance with the City ECOP program and in an effort to continue our partnerships with local small and emerging local subcontractors, our coordination system begins at the time of bid preparation. This process pairs the best qualified subcontractors with work that they can perform to or above City Standards within the project timelines.

Prior to construction, Orion will issue subcontracts, verify that insurance and bonds meet specification and provide work schedules to the different subcontractors that provide proper notice as to when each of the individual trades will be scheduled to be on site. Prior to mobilization, and during construction, we will require the subcontractors to participate in our weekly production meetings.

As construction proceeds, we will work closely with our small business/sub-contractor partners, to ensure that they can stay current with all of the City administrative reporting requirements. This relationship helps our sub-contractors avoid any payment delays ensuring a smooth project from start to completion.

### 7.3 Critical Path Schedule

The Orion team will use Primavera Project Planner (P6) to develop and manage the Project CPM Schedule. The project CPM schedule will serve as a base line schedule from which work progress will be measured. Included in the CPM schedule, all Project Milestones set forth in this RFP will be identified, this includes critical activities that Orion anticipates performing and coordinating with others to complete the Project prior to the Final Completion Date. The schedule has a final completion date 487 working days from NTP. The 30%, 60%, 100%, and Final design phases are shown as well as the City review and approval times of 20 working days for each phase. Included in the 100% design phase is the City plan check review.

Orion will conduct weekly progress meetings and utilize a three-week look ahead schedule as the primary planning tool. These schedules will identify areas of immediate schedule concern and their critical path impact. If the critical path is impacted, Orion management staff will immediately evaluate the situation and all resources (labor, equipment, material, productions, etc.), to determine the underlying issue. If acceleration is required, resources can be mobilized to get the project back on schedule.

Our overall Phasing and Schedule philosophy is one that minimizes impact to the community and the project in the following ways:

- Shorter time durations for major traffic control closures or detours.
- Shorter time durations for heavy equipment in ROW exposure (in front of residences).
- Minimize time required on Site by City Forces Personnel (possible availability of multiple contractor crews performing multiple tie ins to maximize City crew supervision time).

Appendix A provides a summary level critical path schedule.

### 7.4 Challenges/Issues

#### *Shutting Down of Water Lines and Coordination with Water Operations Group*

During the design review phases, we will engage the Water Operations Department to ensure that we have phased the project correctly and that the valves to be shut down are in the appropriate locations. We are aware that the Water Operations crews are impacted and only have prescribed time periods to be on any one project. We will ensure that all installations are complete, all tests have been passed, and that we have a passing Bac T test so that once we request the shutdowns to perform the final tie ins that we are 100% ready to go. During the shutdowns, we will make sure that we have enough pumps and equipment on site to handle the drain down of the existing waterline and also to handle any additional leakage by existing valves that may occur during the actual tie in itself.

#### *Trenchless Waterline Installation – Broadway @ Evelyn and 69<sup>th</sup>*

The Section of Waterline on Broadway from Evelyn to 69th St requires the installation of 475' of waterline using trenchless techniques. This is a unique area that has an existing fire hydrant and water services that are fed to the homes in the area. If trenchless techniques are chosen for the waterline installation in this area, there will be special considerations made for the appurtenances and water series in this area.



### *Traffic Impacts*

Construction of the new water and sewer pipelines is going to cause impacts to the traffic, pedestrians, and surrounding neighborhood. As described in our traffic control approach and our construction plan, we have come up with a strategy that will allow everyone to continue with their daily routines with little to no impact. We will have steel plates for Driveway crossings, use road closed to through traffic detours to allow residents and businesses to always have access, and we will assist with trash service and deliveries so that impacts are kept to a minimum.



*Orion crews taking out Mrs. Blumenthal's trash while working in Point Loma.*

### *Street Resurfacing*

A number of the streets within this project are in poor condition and the RFP only requires an asphalt overlay. Some of these streets would be better served to have a complete street replacement, but this project is funded for Water and Sewer improvements and the RFP does not support the construction of new streets. Orion proposes to continue with the project including an overlay and slurry per the contract, but additional design could be authorized to develop street replacement criteria, while the project geotechnical information is being gathered. Should additional funding be made available, the design and construction of the streets could be incorporated into this project saving cost duplications with the grind/overlay overlap with a new street.



*Substandard Pavement on Tarbox St.*

## 7.5 Cost Savings Measures

Orion has reviewed the RFP, bridging documents, and City guidelines and found potential cost saving measures which have been can be reviewed and evaluated through the design development phases of the project:

- A potential cost save measure is to open cut the waterline installation on Broadway at 69<sup>th</sup> St. in lieu of the horizontal tunneling as required by the RFP. During the job walk we ascertained the fact that the area is accessible with little impact from common construction equipment and is currently listed as disturbed habitat. If an environmental exemption can be obtained as outlined in Section 6.2.1 a possible savings up to \$75,000 could be realized by the project team.
- A number of the streets impacted by this project are substandard. As outlined in Section 7.4 additional preliminary design criteria could be obtained at a reduced cost as the geotechnical work is completed for the pipeline. The current RFP requires that a 1.5” overlay be installed over a substandard roadway which yields a reduced life span for the road surface. If additional funds can be allocated and combined with the overlay as prescribed in the RFP, we could bring the streets into conformance with SDG-113 maximizing service life and reducing life cycle costs of the roadway.

## 7.6 Community Outreach and Public Relations Program

The Orion/Humanability team will implement a multi-faceted approach to community relations for the project, built upon the foundation established by the City of San Diego WHITEBOOK, 2015 Edition 7-16 and RFP Items 6 and 30. We will develop a community relations plan to specify targeted stakeholders, key messages, deliverables, and timetables. It will incorporate materials for the City's website, public notices, tracking of inquiries, comments and concerns, presentations to the Community Planning Group, preparation of media items, participation in project team meetings, and regular project updates via newsletter, website or Email to key stakeholders. Orion/Humanability will identify community events that will be analyzed with the team to determine whether a presence at the events will help increase community awareness of the project or facilitate completion of the project. The team will contact project managers for concurrent public construction projects and organizers for events occurring during the construction window, to facilitate coordination and minimize impacts.

San Diego’s AC Water and Sewer Group 1029 (the project) impacts the Encanto neighborhood of City Council District 4. The project is located in a densely populated, highly diverse neighborhood that is characterized by a mixture of single family and multifamily housing, and busy commercial activity from a multitude of storefronts and businesses along the frontage road adjacent to the alignment.

## 7.7 Community Coordination

The D/B team has conducted an extensive survey of location data for the project. The team has thoroughly documented residential districts, business locations, sensitive environmental and recreation areas, schools, parks, and other potentially impacted resources, which are listed Section 7.9 – Residents and Visitors. Project impacts include noise, dust, traffic and parking restrictions to residents, small businesses and community members who utilize the schools and parks near the alignment. Traffic impacts are expected to be most significant at the 62nd Street

Trolley Station, 62nd Street to 69th Street on Imperial Avenue, a frontage road across the train tracks from Imperial Avenue, and on Broadway from 65th Street to Madera.

We have identified the following Civic leaders with special interest:

- Mayor Kevin Faulconer
- Mayoral community representative Darnisha Hunter
- City Council President Myrtle Cole, representing Council District 4
- District 4 community representative Paulene De Mesa
- Encanto Community Planning Group Chair Kenneth Malbrough

Impacted facilities and stakeholder agencies near the project include:

- Five schools and a daycare center
- Nine places of worship
- Six parks and recreation facilities
- Metropolitan Transit station
- San Diego Police Department station

#### *Community Coordination*

Outreach materials to the community will reflect the project schedule and door hangers will be used to keep the community informed when work resumes. Our crews and office staff will communicate with the residents and businesses in the area to incorporate their needs into our Community Relations plan. All concerns will be tracked and logged to ensure coordination is consistent throughout the course of the project. This log will be updated on the Project Website and dedicated Project Facebook page. The team will participate in construction presentations to the Community Planning Group, attend team meetings, and respond to community questions and complaints.

Ongoing coordination throughout both design and construction include maintaining a list of key stakeholders, preparing materials in conjunction with the Resident Engineer and City Communications team, responding to community questions and complaints, writing, editing, updating and producing project collateral materials, responding to and tracking calls and emails, providing a monthly summary of activities, participating in progress meetings, and attending pre-construction, community and stakeholders meetings.

### **7.8 Staging Area and Project Clean Up**

During construction in residential neighborhoods, Orion locates material staging areas that cause the minimum amount of disruption and are the least visible to the community. Staging areas are screened, kept clean and only include the necessities for the given area. These staging areas are kept to minimum sizes as Orion will stage out of its nearby owned equipment storage yards. This further reduces impact to the residents. Once the project phases are completed, the staging area is thoroughly cleaned and moved to another location in the neighborhood so that one community member does not have the staging area near their home for the whole duration of the project. Orion will coordinate with the city resident engineer to make sure that the proper permits for trailers and stationary equipment are in place.

*Project Clean-up*

Once the work is completed in each phase, we will perform a complete cleanup of that phase consisting of:

- Clean up and removal of all stockpiles.
- Clean up and removal of all trash (construction and lunch), daily.
- Relocation of equipment to subsequent phase.
- Removal of USA mark outs.
- Final asphalt and pavement restorations.
- Removal of all traffic control, cones, and signs.

**7.9 Residents and Visitors**

The Orion/Humanability team conducted an extensive survey of location data for the project and thoroughly documented residential districts, business locations, sensitive environmental and recreation areas, schools, parks, and other potentially impacted resources. As part of our proposal preparation, the team has identified the following schools, religious centers, and public buildings that will be affected by the project and will required continued coordination throughout the construction of the project:

| Schools                               | Parks and Recreation                       |
|---------------------------------------|--|
| Encanto Elementary                    | Encanto Park and Recreation Center         |
| San Altos Elementary                  | Encanto Boys & Girls Club of America       |
| Keiller Leadership Academy            | Boys & Girls Club of Greater San Diego     |
| Fulton Elementary                     | Officer Christopher Wilson Memorial Park   |
| Morse High                            | Martin Luther King, Jr. Memorial Park      |
| Brighton Horizons Childcare           | Radio Canyon Park                          |
| Churches                              | Community Resources                        |
| New Paradise Church                   | San Diego Police Department Southeastern   |
| New Paradise Baptist Church           | Second Chance Social Services Organization |
| True Vine Missionary Baptist Church   | Transportation                             |
| Apostolic Faith Garden of Prayer      | 62nd St. Trolley Station                   |
| Grace Unity Missionary Baptist Church | Orange Line Light Rail                     |
| First Samoan Assembly of God          | Blue Line Routes 4, 916, 917, 961          |
| St. Paul Baptist Church               | Mayor and Council District 4               |
| 3-Way Ministries                      | Mayor Kevin Faulconer – Darnisha Hunter    |
| Maranatha 7th Day Adventist Church    | Councilmember Myrtle Cole – Paulene De     |

**7.10 Construction Mitigation Plan**

Our Construction Mitigation Plan begins with hearing the concerns and needs of the community, as outlined in the Community Outreach and Coordination plans. Unobstructed access to the surrounding businesses and residents is the priority concern. This can be accomplished using trench plates across driveways or carefully planned excavations that only shut down half of a driveway at one time, always leaving access in and out. While working in these areas, only minimum necessary equipment and staging will be used. All other equipment will be staged out of other yards in San Diego County. This will keep the reduction to street parking to minimum.

With parking at a premium, we plan to post our “No Park” notices on schedule and keep them updated daily as necessary. Workers park up to two blocks away to free up available parking for residents. Stockpiles will be kept to what is necessary for the work shift that day and all demolished material or excavated dirt will be hauled off the street the same day. This keeps parking free and the community clean during construction.

Another key to our Construction Mitigation plan is our employees. We train our employees in customer service and ask that they treat every community that they work in as if it was their own. This training coupled with rewards for good behavior and crew letters of recommendations from the community or residents provides a path to success on project after project for the Orion teams.

| Activity ID   | Activity Name   | Orig Dur | Start     | Finish    | 2017 |           |           |     |     |     |     |     |     |     |     |     | 2018 |     |     |     |     |     |     |     |     |     |     |  | 2019 |  |  |  |
|---|---|----------|-----------|-----------|------|-----------|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|------|--|--|--|
|   |   |          |           |           | Jun  | Jul       | Aug       | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun  | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr |  |      |  |  |  |
| <b>GROUP JOB 1029 - D/B BID SCHEDULE</b>            |   |          |           |           | 488  | 23-May-17 | 02-May-19 |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| <b>PROJECT TIMELINE</b>                             |   |          |           |           | 488  | 23-May-17 | 02-May-19 |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| PT-010  | NOTICE TO PROCEED                                       | 0        | 23-May-17 |           |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| PT-020  | BONDS   | 1        | 23-May-17 | 23-May-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| PT-030  | CONTRACT COMPLETION [440 DAYS AFTER NPT]                | 0        |           | 02-May-19 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| <b>DESIGN AND ENGINEERING</b>                       |   |          |           |           | 207  | 31-May-17 | 28-Mar-18 |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-010   | PROJECT DESIGN PRECON MEETING                           | 1        | 31-May-17 | 31-May-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-020   | DATA GATHERING  | 10       | 01-Jun-17 | 14-Jun-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-030   | UTILITY COORDINATION                                    | 10       | 01-Jun-17 | 14-Jun-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-040   | 30% DESIGN SUBMITTAL - PREPARE DESIGN PACKAGE           | 30       | 15-Jun-17 | 27-Jul-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-050   | 30% DESIGN SUBMITTAL - QC DESIGN PACKAGE/SUBMIT         | 7        | 28-Jul-17 | 07-Aug-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-060   | 30% DESIGN SUBMITTAL - CITY REVIEW PERIOD               | 20       | 08-Aug-17 | 05-Sep-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-065   | DESIGN POTHOLING/FIELD INVESTIGATION                    | 15       | 06-Sep-17 | 26-Sep-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-070   | 60% DESIGN SUBMITTAL - PREPARE DESIGN PACKAGE           | 20       | 27-Sep-17 | 24-Oct-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-080   | 60% DESIGN SUBMITTAL - QC DESIGN PACKAGE/SUBMIT         | 7        | 25-Oct-17 | 02-Nov-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-090   | 60% DESIGN SUBMITTAL - CITY REVIEW PERIOD               | 20       | 03-Nov-17 | 04-Dec-17 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-100   | 100% DESIGN SUBMITTAL - PREPARE DESIGN PACKAGE          | 20       | 05-Dec-17 | 03-Jan-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-110   | 100% DESIGN SUBMITTAL - QC DESIGN PACKAGE/SUBMIT        | 7        | 04-Jan-18 | 12-Jan-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-120   | 100% DESIGN SUBMITTAL - CITY REVIEW PERIOD              | 20       | 16-Jan-18 | 12-Feb-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-130   | FINAL DESIGN SUBMITTAL - INCORPORATE CITY 100% COMMENTS | 10       | 13-Feb-18 | 27-Feb-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-140   | FINAL DESIGN SUBMITTAL - QC DESIGN PACKAGE/SUBMIT       | 5        | 28-Feb-18 | 06-Mar-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-150   | FINAL DESIGN SUBMITTAL - CITY REVIEW PERIOD             | 10       | 07-Mar-18 | 20-Mar-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-160   | FINAL DESIGN SUBMITTAL - ISSUE TO CONSTRUCTION DRAWINGS | 5        | 21-Mar-18 | 27-Mar-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| D-170   | NOTICE TO CONSTRUCT                                     | 0        | 28-Mar-18 |           |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| <b>MATERIAL SUBMITTAL AND PROCUREMENT</b>           |   |          |           |           | 55   | 03-Nov-17 | 25-Jan-18 |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| <b>MATERIAL SUBMIT AND APPROVE</b>                  |   |          |           |           | 45   | 03-Nov-17 | 10-Jan-18 |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| S-1000  | PIPE, FITTING AND ACCESSORIES                           | 45       | 03-Nov-17 | 10-Jan-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| S-1010  | AGGREGATES  | 45       | 03-Nov-17 | 10-Jan-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| <b>MATERIAL PROCUREMENT</b>                         |   |          |           |           | 10   | 11-Jan-18 | 25-Jan-18 |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| P-1000  | PIPE, FITTINGS AND ACCESSORIES                          | 10       | 11-Jan-18 | 25-Jan-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| <b>CONSTRUCTION WORK</b>                            |   |          |           |           | 276  | 28-Mar-18 | 02-May-19 |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| <b>MOBILIZATION</b>                                 |   |          |           |           | 10   | 28-Mar-18 | 11-Apr-18 |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| 1000  | MOBILIZATION  | 10       | 28-Mar-18 | 11-Apr-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| 1020  | SWWP INSTALLATION                                       | 5        | 28-Mar-18 | 04-Apr-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| <b>PHASE 1 - SEWER INSTALL IMPERIAL TO BROADWAY</b> |   |          |           |           | 39   | 12-Apr-18 | 06-Jun-18 |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| 5000  | USA MARKOUT/POTHOLE                                     | 5        | 12-Apr-18 | 18-Apr-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| 5010  | SEWER SETUP AND BYPASS                                  | 5        | 19-Apr-18 | 25-Apr-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| 5020  | DIG/LAY/BACKFILL PVC SEWER                              | 18       | 19-Apr-18 | 14-May-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| 5030  | MANHOLE INSTALLATON                                     | 4        | 15-May-18 | 18-May-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| 5040  | SEWER LATERALS  | 6        | 21-May-18 | 29-May-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| 5050  | BASE PAVE TRENCH  | 3        | 30-May-18 | 01-Jun-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |
| 5060  | STREET RESURFACING                                      | 3        | 04-Jun-18 | 06-Jun-18 |      |           |           |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |  |      |  |  |  |

RUN DATE: 07-Mar-17  
 DATA DATE: 23-May-17  
 PROJECT START DATE: 23-May-17  
 PROJECT FINISH DATE: 02-May-19

**CITY OF SAN DIEGO**  
**GROUP JOB 1029 - D/B BID SCHEDULE**

Actual Work      Milestone  
 Remaining Work  
 Critical Remaining Work

