

City of San Diego

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PROPOSAL DOCUMENTS



FOR

MACC TASK NUMBER: 02

AC WATER AND SEWER GROUP 1053

RFQ NO.: _____ **K-17-1518-MAC-3**

RFP NO.: _____ **K-20-1844-MAC-3**

SAP NO. (WBS/IO/CC): _____ **B-18093, B-18099**

CLIENT DEPARTMENT: _____ **2000**

COUNCIL DISTRICT: _____ **9**

PROJECT TYPE: _____ **KB, JA**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON

DECEMBER 5, 2019

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

DEPUTY CITY ENGINEER

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

Spase

Registered Engineer
For City Engineer

10/23/19

Date

Seal:



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REQUEST FOR PROPOSAL

1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) second step in the two-step solicitation process to acquire Design-Build services for the **AC Water and Sewer Group 1053 and Task Number 02** Design-Build project.
- 1.2. Pursuant to the City's Request for Qualifications **RFQ K-17-1518-MAC-3**, 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 MACC awardees who fail to submit Proposals twice in twelve month period may have their MACC contract rescinded and be ineligible to submit future proposals.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 a Design-Build project to **AC Water and Sewer Group 1053**. For additional information refer to Attachment A.

3. **COMPETITION:** This RFP is being issued only to the shortlisted contractors pursuant to **RFQ K-17-1518-MAC-3**.

4. **PROPOSAL DUE DATE AND TIME ARE: DECEMBER 5, 2019 AT 12:00 PM**

5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$12,730,000**.

6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification(s): **A or C34**.

7. **CONTRACT PERIOD:** Project shall be completed within **780 Working Days** from the Notice to Proceed (NTP).

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

9. **PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.

10. SUBCONTRACTING PARTICIPATION PERCENTAGES: The mandatory minimum subcontractor participation percentages for this RFP are as follows:

SERVICE	SLBE	ELBE	DVBE	SUBCONTRACTING REQUIREMENT
Design Services	4.7%	7.5%	1.6%	13.8%
Construction Services	5.7%	16.7%	4.0%	26.4%

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

- 10.1.** The Design-Builder shall submit subcontractor participation percentages that are not less than the specified subcontracting requirements.
- 10.2.** The required subcontracting percentages apply to 1st tier Subcontractors only.
- 10.3.** 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.
- 10.4.** 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.

11. SELECTION AND AWARD SCHEDULE:

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

- 11.1.1.** Proposal Due Date **December 5, 2019**
- 11.1.2.** Selection and Notification **TBD**
- 11.1.3.** Limited Notice to Proceed **TBD**

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

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

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

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: Proposals will be received in electronic format (eBids) EXCLUSIVELY** at the City of San Diego's electronic bidding (eBidding) site, at: <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.
- 3.4.** Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.
- 3.5.** The Proposer agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

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

5. EQUAL OPPORTUNITY CONTRACTING

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

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

5.3. Design-Builder's Work Force

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

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

5.3.3. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

<http://www.sandiego.gov/eoc/forms>

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

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

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

5.4.3. As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

5.5. Contractor Registration and Electronic Reporting System

5.5.1. Prior to the award of the Contract, the Design-Builder, Subcontractors, and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline, hosted by PlanetBids System. For additional information go to:

<https://www.sandiego.gov/purchasing/bids-contracts/vendorreg>

5.5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer

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

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

5.5.3.1. The City may retain progress payments if:

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

5.5.3.3. EOCP reporting is delinquent or inadequate.

5.5.3.4. Underpayment has occurred.

6. PRE-PROPOSAL ACTIVITIES

6.1. Submission of Questions

6.1.1. The Director (or designee) of the 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
525 B Street, Suite 750, MS 908A
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.

6.1.2. Questions received less than 14 Days prior to the Proposal due date may not be considered.

6.1.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

6.1.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

6.2. Revisions to the RFP

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

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

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

7.1. Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of Public Works Contracts.

- 7.2. The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, local conditions, and as to the requirements of the Contract Documents.
8. **CHANGES TO THE SCOPE OF WORK:** Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards
9. **DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.
10. **BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.
11. **SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

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

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.

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

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

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

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

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

11.2. PRICE PROPOSAL REQUIREMENTS

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

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

- 11.2.3. The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.
- 11.2.4. In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.
- 11.2.5. The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

12. SELECTION CRITERIA AND SCORING

- 12.1. An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.
- 12.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 12.3. The Panel will review all proposals received in accordance with Attachment G.
- 12.4. Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- 12.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

13. SUBCONTRACTOR INFORMATION:

- 13.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR**, **CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3, "Subcontracts", which

stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

13.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

13.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

14. AWARD

14.1. After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.

14.2. The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.

- 14.3. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 14.4. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 14.5. Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 14.6. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.
- 14.7. To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

15. **ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS**

- 15.1. The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 15.2. **Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 15.3. **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- 15.4. **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.

- 15.5. Submittal of “Or Equal” Items.** See 4-6, “TRADE NAMES” in the SSP or as modified by the Scope of Work ATTACHMENT A.
- 15.6. Subcontract Limitations.** The Design-Builder’s attention is directed to Standard Specification for Public Works Construction, Section 3-2, “SELF-PERFORMANCE” which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 15.7. San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 15.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 15.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 15.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 15.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 15.8.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 15.8.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 15.8.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 15.8.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 15.9. Prevailing Wage Rates Apply:** Refer to Attachment D.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2018	PWPI010119 -02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119 -03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119 -04
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI030119-08
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</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, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

1. **Project Description:**

1.1. This project includes water and sewer facilities identified by the Public Utilities Department as requiring replacement due to age and condition. These replacements will reduce future water and sewer main breaks and reduce maintenance requirements. The project will also bring existing water and sewer mains up to current City Standards.

1.1.1. The scope of work for this project includes the replacement of approximately 15,146 linear feet (2.86 miles) of existing 2-inch, 4-inch, 6-inch, 8-inch, and 12-inch asbestos cement (AC), wrought iron (WI) and polyvinyl chloride (PVC) distribution water mains including associated water services, fire hydrants, air valves, blowoff, high lining, water main cut-and-plugs and re-connections and other associated work.

1.1.2. The scope includes the replacement of approximately 10,381 LF (1.96 miles) of existing 6-inch, 8-inch, 10-inch and 12-inch vitrified clay (VC), concrete (CP), polyvinyl chloride (PVC) and other sewer mains. As well pipeline rehabilitation of approximately 933 LF (0.17 miles) of 8-inch and 12-inch vitrified clay (VC) sewer mains, including associated sewer laterals, manholes, top hats and other associated work.

1.1.3. The scope includes the removal of a traffic lane on National Avenue between S 35th Street to S 40th Street and the installation of approximately 15,685 linear feet of buffered bike lanes and traffic striping.

1.1.4. The scope of work for this project includes all curb ramps, traffic control, street resurfacing and striping as required pipeline installation.

1.1.5. The work will include furnishing all design, labor, materials, equipment and services for the construction of the project as described in the bridging documents. The project is located within the Southeastern San Diego, Southeastern Community planning area (Council District 9).

1.2. **Process Improvements**

1.2.1. The City's Project Manager will serve to facilitate a streamlined design process to the extent possible. This includes scheduling regular and/or as-needed meetings during the design phase with project support staff including: Traffic Engineering, Accessibility Compliance, Public Utilities Department – Operations, Transportation Engineering Operations (bikelane).

As the pipelines will be replaced in place, the design shall be implemented through a 2-step process. Design submittals for this work will be required at 60% Design and Final Design milestones.

- 1.2.2. Accessibility compliance, buffered bike lanes and traffic control plans may require additional review and can be processed in parallel.

2. Scope of Work:

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

- 2.7.2.** Preparing and completing 60%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction;
- 2.7.3.** Obtaining plan check approvals; and providing engineering services during construction, startup, and testing;
- 2.7.4.** Obtaining approval from the State Water Resources Control Board Division of Drinking Water for water and sewer separation , if required
- 2.7.5.** Construction of water and sewer mains and appurtenances including all high-lining, cut and plug, cut ins and all work associated;
- 2.7.6.** Monitoring for potential of any hazardous materials and coordination with local resource agencies;
- 2.7.7.** Value engineering;
- 2.7.8.** Geotechnical investigation and potholing;
- 2.7.9.** Performance and implementation of QA/QC,
- 2.7.10.** Landscaping and re-vegetation plan, if required;
- 2.7.11.** Traffic control, striping, street resurfacing, storm water permitting and compliance;
- 2.7.12.** Concrete roads/alleys shall be restored beyond the edge of the trench cut to the nearest expansion, cold joint or construction joint.
- 2.7.13.** Surface restoration for each phase of the project shall occur at the completion of construction for that phase and not at the end of construction of all phases;
- 2.7.14.** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and,
- 2.7.15.** Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.
- 2.7.16.** Determine if any special consideration will be required for hazardous materials per Bridging Documents.
- 2.8.** The Design-Builder shall use CADD in compliance with the City's "Consultant Standards for Preparation of PS&E."
- 2.9.** The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project in

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

- 2.10. As required by California Government Code section 830.6, prior to construction, the design (including changes) for the Project and/or any portion thereof shall be approved by the Engineer.
- 2.11. MTS Permit , acquisition
- 2.12. Permit to work on Private property, acquisition

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, Part 1, General Provisions (B), subsection 2-1.6.
 - 3.1.2. Submittal Review and Approval. The City will review each submittal within 20 Working Days of receipt. See The WHITEBOOK, Part 1, General Provisions (A), subsection 3-8.1.
 - 3.1.3. Construction inspection, administration, and material testing, excluding special inspections
 - 3.1.4. Construction Survey.
 - 3.1.5. Survey monument preservation and perpetuation.
 - 3.1.6. Plan checking fees.
 - 3.1.7. 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.
 - 3.1.8. Easement Acquisition, including right-of-way drawing.
 - 3.1.9. Permit fees (not including Caltrans or Noise Permit).

4. City Provided Information:

- 4.1. The City will provide the following information to Design- Builder. The City does not guarantee the accuracy of this information. The Design-Builder shall conduct further research as necessary to verify the information.

- 4.1.1. Access to existing topographic maps, San Diego Geographical Information Source (SanGIS) Maps, and electronic files in the possession of the Right-of-Way Design Division. The Design-Builder's expenses for copying will be reimbursed by City unless the copying was performed using City equipment and supplies.
- 4.1.2. One time access to the CIP Tracking/SPLASH Database to identify existing and proposed Projects in surrounding areas and limited access, as determined by City, to City's on-line records on, maintenance sites, and recent sewer spills. The Design-Builder shall make arrangements with the Engineer or designee at least 1 week in advance to reserve the computer work station.
- 4.1.3. Sample set of construction plans for a typical Project. The Design-Builder shall use the sample as minimum guidelines for the format and contents of Plans.
- 4.1.4. City's QA/QC checklists.
- 4.1.5. Access to Public Works Department's on-line as-built drawings and available design survey information where available.
- 4.1.6. Traffic Control development process.

5. Review of the Design-Builder's Design Submittals:

- 5.1. The Design-Builder shall allocate 20 Working Days for City to review and comment on each submittal and 2 weeks for the Design-Builder to respond and for final resolution of comments. It is the responsibility of Design-Builder to ensure each submittal is complete as set forth in the Contract Documents. Incomplete submittals will be rejected, and any delays caused by the Design-Builder's failure to ensure complete submittals shall be the total responsibility of The Design-Builder. The allocated 20 working days for City's review shall commence upon the receipt of complete submittals. 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 all design reviews. 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 (Post Award):

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 of Products, Manufacturer, and Construction Method:

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

- 11.6.** The Design-Builder shall submit a separate approved Shop Drawing for any proposed substitution that is accepted by the City. The City's acceptance of a substitution does not relieve the Design-Builder from the requirements for submission of Shop Drawings.

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

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

- 12.2.** *Design Responsibilities* – The Design-Builder shall provide all Services for the Project. The Services shall include preparing the 60% and Final plans for the Project [Final Design], including all necessary design and/or Construction Documents. The Services shall also include those required during construction, and Project Completion. The Services shall be performed in accordance with all Applicable Laws and City policies.

12.2.1. The Design-Builder shall provide complete design for all elements of the Project (as applicable) such as: civil, traffic, physical and aerial surveys geotechnical, environmental and specialty consulting areas. Design-Builder shall evaluate alternative construction approaches to ensure economical designs which optimize constructability yet meet all requirements of this Contract, including all applicable laws and applicable architectural concepts, and conceptual designs.

12.2.2. The Design-Builder shall incorporate the requirements of permitting agencies as may become apparent in the course of Project design. The Design-Builder shall apply for and secure all permits and provide all necessary reports, studies, and support required to obtain the permits. Permit and utility fees, if any, will be paid by the City. In addition, the Design-Builder shall research and comply with all Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA and the City Fire Department. The Design-Builder shall develop an air pollution control plan, a noise abatement plan, (WPCP) Water Pollution Control Plan or Storm Water Pollution Prevention 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. No design survey is provided by the City for this project.
- 13.2. The Design-Builder shall perform all physical and aerial surveys as needed to prepare the construction plans and as-built drawings in accordance with the City standards.
- 13.3. Construction survey and survey monument perpetuation will be performed by the City with prior arrangement.

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. Based on The City's determination, this project is CEQA exempt. The Design Builder shall adhere to the requirements of the Notice of Exemption.
- 15.2. The Design-Builder shall identify all permits required for the Project as well as all requirements for those permits.
- 15.3. All permits shall be acquired by the Design-Builder and the costs thereof paid by City. At the 60%, 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.
- 15.4. The Design-Builder shall incorporate mitigation provisions and DSD review requirements, including the certified environmental or CEQA document into the Construction Documents, if applicable. The Design-Builder shall identify and estimate quantities of BMP's to comply with a Storm Water Pollution Plan (SWPPP) or a Water Pollution Control Plan (WPCP), as applicable, to be implemented during construction.

16. Owner/Governmental Approvals:

- 16.1. The Design-Builder shall obtain all City and other jurisdictional agency approvals as required to implement the design and construction of the Project. The City received an environmental document for the Project. During the Final Design process, if the Design-Builder modifies the Project such that a revision of the environmental document is required, the Design-Builder shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. The Work shall not proceed on the Project until the environmental requirements are met to the satisfaction of the City. There shall be no

additional time allowed in the contract for processing and approval of revised permit documents. The cost associated with implementing both the design and construction changes as a result of the Design-Builder modifications shall be the responsibility of the Design-Builder and will not be compensated by the City.

17. Geotechnical Investigation:

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

18. Corrosion Survey Report:

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

19. Potholing:

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

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

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

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

19.4.1. Utility.

19.4.2. Conduit quantity, type, and size.

19.4.3. Depth to top of conduit.

19.4.4. Horizontal coordinates (NAD 83).

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

19.4.6. Top elevation of conduit.

- 19.5.** At the completion of examining each pothole, the Design-Builder shall:
- 19.5.1.** Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.
 - 19.5.2.** Backfill and cover the pipe with native soil.
 - 19.5.3.** For those pothole excavations located in the roadway, provide a six to eight inch concrete cap over the pipe.
 - 19.5.4.** Repair the street disturbed by the pothole excavation with a thin, Class F asphalt wearing surface feathered into the existing asphalt street surface.
- 19.6.** The Design-Builder shall provide construction staging, noise and dust control, and traffic control as required during excavation for potholing to minimize impacts on local neighborhoods.
- 19.7.** The Design-Builder shall restore to their in-kind condition, as determined by City, all streets, curbs, gutters, sidewalks, private properties and other improvements damaged as a result of the Design-Builder's activities.
- 19.8.** The Design-Builder shall submit potholing information to the Engineer for review.
- 19.9.** The Design-Builder shall not perform any additional potholing unless authorized in writing by the City.

20. Review of Contract Documents and Field Conditions:

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

24.1.5. Design-Builder shall not start construction without final signed and stamped Plans per City Standards.

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 of San Diego: Transportation and Storm Water Department, Public Utilities Department; Development Services Department; and the Public Works Department and the Metropolitan Transit System (MTS). City will prepare plan check applications and submit the applications to the authorities having jurisdiction. Payment for plan check applications shall be made by City.

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

27. Shop Drawings, Material Submittals and Samples.

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

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

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

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

27.2.3. Information relative to the Design-Builder's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

27.3. Prior to approving Shop Drawings, Material Submittals or Samples, the Design-Builder shall review and coordinate each Shop Drawing, Material Submittals or Sample with other Shop Drawings, Material Submittals and Samples, and with the requirements of the Work and Contract Documents.

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

27.8. The Design-Builder shall be solely responsible for any costs arising from the Design-Builder's failure to submit and/or receive City's acceptance of a Shop Drawing, Material Submittal or Sample as required by the Contract Documents or the City-accepted schedule of Shop Drawings and Sample submissions.

27.9. Shop Drawing Submittal Procedures:

27.9.1. The Design-Builder shall submit 3 copies of each approved Shop Drawing to the Engineer for QA/QC purposes.

27.9.2. The Design-Builder shall use a separate transmittal form for each specific item or class of material or equipment for which a submittal is required. The Design-Builder may use a single transmittal form for multiple items only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. The Design-Builder shall collate a multiple-page submittal into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.

27.9.3. The Design-Builder shall use a Project-standard transmittal form accepted by the Engineer. The transmittal form shall identify the Design-Builder and include the date of the submittal, the information prescribed by the form, and a unique sequential number in a format approved by the Engineer. If applicable, the Design-Builder shall process transmittal forms to record actions regarding sample installations.

27.9.4. For each submittal and using a label and/or a rubber stamp, the Design-Builder shall include the following information in the same or a substantially similar form:

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

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

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

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

27.9.8. Submittal Format for Shop Drawings:

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

8. To enable City's acceptance, the Design-Builder shall ensure that the data shown on Shop Drawings is complete with respect to dimensions, design criteria, material of construction, and other detail. Incomplete submittals will be rejected.

27.9.9. Submittal Format for Product Data:

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

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

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

28. Design Development:

28.1. The Design-Builder shall design the Project in compliance with all applicable laws, City and other local, state, and federal standards, and applicable industry standards and

codes, including but not limited to those specifically set forth in the Contract Documents, the Municipal Water and Sewer Approved Materials List, City noise and air pollution emissions regulations, applicable hazardous material handling and disposal regulations, the City's policies, and all other Reference Specifications approved by City at the time of Award.

- 28.2.** The Design-Builder shall prepare and submit design packages for review and acceptance by City in accordance with City's guidelines and the Project Schedule. The Design-Builder's use of City's guidelines shall not reduce, change, mitigate, or absolve the Design-Builder's responsibility for the Project design in any way. The Design-Builder's acts of stamping and signing the drawings, specifications, calculations, or other final design documents shall mean that the Design-Builder understands, accepts, and approves all measures contained in or implied by City's guidelines.
- 28.3.** The Design-Builder shall use the Bridging Documents as the starting point for Project design. The Final Design shall be based on the concepts in these documents. The Design-Builder shall review the Bridging Documents and verify the data and recommendations (i.e., proposed alignments and conceptual plans) prior to including them in the Project design. The Design-Builder shall perform the engineering tasks necessary to refine and optimize the Project, including but not limited to reevaluation and necessary modification of questionable/pending proposed alignments contained in the Bridging Documents.
- 28.4.** The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 30.7 the Final Design documents shall also include but not be limited to:
- 28.4.1.** One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design-Builder.
- 28.4.2.** Two complete electronic file sets of all final drawings on CD-Rewritable (RW) recordable disks in a compatible Bentley MicroStation Version.
- 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 Engineering, 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 Engineering. 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 -, CBC Title 24, latest City of San Diego Standards, and other applicable regulations and standards on accessibility.
- 28.9.** The Design-Builder shall prepare and incorporate into the specifications, a Storm Water Pollution Plan (SWPPP) or a Water Pollution Control Plan (WPCP), as applicable, to be implemented during construction. The SWPPP/WPCP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.
- 28.10.** The Design-Builder shall prepare a construction quantity takeoff at 60% and Final submittals.
- 28.11.** The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check and from the permitting agencies.

29. Storm Water Management Discharge Control.

- 29.1.** The Design-Builder shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design-Builder warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design-Builder understands that while the City will be reviewing Design-Builder's designs for storm water permit compliance prior to acceptance of Design-Builder's designs, Design-Builder understands and agrees that the City's Storm Water review process and its acceptance of Design-Builder's designs in no way limits the Design-Builder's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.
- 29.2.** The Design-Builder shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design-Builder shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design-Builder shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

- 29.3.** Design-Builder shall attend the Pre-construction meeting. The Engineer will coordinate with the Design-Builder on the inspection of the permanent BMP(s) during installation. Design-Builder shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.
- 29.4.** For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design-Builder shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

30. Design Submittals:

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

If requested by the Design-Builder, the City's Project Manager can schedule a review meeting with the project team 14 working days after each design submittal. 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 and can request the City's Project Manager to schedule a re-submittal review meeting with the project team after addressing City's comments. The Design-Builder shall submit a completed QA/QC checklist at each design submittal.

- 30.2.** The Design-Builder shall submit accessibility compliance design on a parallel submittal, not in primary submittal.
- 30.3.** Following the submittal of the phasing plan, The Design-Builder shall reconvene at 15% for a concept design workshop.
- 30.4. 60 Percent Design Submittal** – The 60 percent design submittal shall include but not be limited to:
- 30.4.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
- 30.4.2.** Incorporation of the information contained in the Bridging Documents.
- 30.4.3.** Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.

- 30.4.4.** Location of construction staging areas (if applicable).
- 30.4.5.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
- 30.5.** Drawings that shall include at a minimum:
 - 30.5.1.** Title sheet with general notes, vicinity map, key map, and legend.
 - 30.5.2.** Preliminary list of construction drawings on cover sheet.
 - 30.5.3.** Locations of existing public and private utilities within the Project area on plan and profile.
 - 30.5.4.** Preliminary site plan including construction staging areas (if applicable)
 - 30.5.5.** Other drawings, as applicable to show information from pre-design maps.
 - 30.5.6.** List of special conditions, if any.
 - 30.5.7.** Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements with sizes.
 - 30.5.8.** Traffic control concept plans (traffic control approach) if applicable.
 - 30.5.9.** Updated plan and profile sheets for the sewer and water improvements, and construction details and notes.
 - 30.5.10.** Identification of both special and standard details.
 - 30.5.11.** A complete list of construction drawings on cover sheet.
 - 30.5.12.** Definition of the construction method to be used for pipe installation.
 - 30.5.13.** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
 - 30.5.14.** Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.
 - 30.5.15.** Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.
 - 30.5.16.** List of special conditions, if any.
 - 30.5.17.** Quantity take-off per plan sheet.

30.5.18. A complete draft of specifications in The GREENBOOK format including:

1. Table of contents.
2. The Design-Build Special Provisions.

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

30.6.1. Designs for construction of new facilities, and refurbishment and demolition of existing facilities.

30.6.2. Updated and incorporated information and comments from the 60 percent design submittal.

30.6.3. Completed, reviewed, and bound calculations and hydraulic calculations.

30.6.4. Updates to geotechnical report, if any.

30.6.5. Permit applications as necessary.

30.6.6. Completed specifications in Green-book format.

30.6.7. Quantity take-off.

30.6.8. Drawings in all disciplines, including final and traffic control Plans approved by City, if any.

30.6.9. Updated and incorporated information and comments from the 60 percent design Submittal.

30.6.10. Comments from permitting agencies, including a log of comments and responses.

30.6.11. A current written list of permits including environmental permits and revised MND required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.

30.6.12. 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 Design to the Engineer, which shall include but not be limited to:

1. Updated and incorporated comments from the Pre-Final Design Submittal.
2. Final drawings and calculations must be stamped and signed by a professional engineer. Also, the City requires the original wet-signed mylars be held in City files as legal records of the Project.

30.6.13. Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.

30.7. Design Submittal Deliverables:

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

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

60% Submittal	
Border	Project Title
Cover Sheet:	Key Map Vicinity Map Work to Be Done Contractor's Responsibility Legend Construction Storm Water Protection Existing Structure Monumentation / Survey Notes Benchmark Field Notes, Datum, Major Streets Abbreviations Discipline Code Limits of Work Work to be Done Discipline Code
Title Block:	Drawing Number Project Title WBS Numbers Project Engineer / Drafter Initials Assistant Engineer's name Associate Engineer's name Deputy City Engineer's name Lambert Coordinates Survey Monuments Street Names and Limits

Existing Proposed Plan:	& Ownership Lines, Addresses Lot Lines, Lot Numbers Block Numbers Subdivision Name Curb Lines North Arrow / Scale Easement Ex. Water Main, Services and appurtenances Ex. Sewer Main, Laterals and appurtenances Gas Line, Valves and Services Ex. Storm Water Conveyance, Structures & appurtenances Electric Lines, Boxes and Services Telco Lines, Boxes and Services Cable TW, Boxes and Services Oil/Line Fuel Pressure Street Center Line Right of Way Lines Street Names Stationing Trolley Tracks Proposed Water Main, Fire Services & Fire Hydrants Pressure Zone Boundary Reference Data Dimensioning Addresses Stationing Plugs and Dead Ends Pipe Sizes and Lengths Sewer laterals and manholes Valves, Fire hydrants, Crosses, Tees Water Services / Fire Services Cutoff Wall, Encasements, Cradles Blow off, Air Valves
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	Horizontal Alignment Report Water Construction Notes Special Plan Notes Caution Callouts Begin & End Horizontal Curve Data Water Retirement information Sewer Retirement information Survey Monuments
Existing & Proposed Profile:	Existing Water Mains Existing Sewer Mains Horizontal and Vertical Scale Elevation Scales Existing Surface, Grade, Pavement Existing Water Crossings Existing Sewer Crossings Existing Storm Drain Crossings Private Utility Crossings Street Names Proposed Water Main Proposed Sewer Main Stationing Pipe Size, Lengths, Class Grade Breaks w/Inverts Blow off, Air Valves Top of Pipe 12" and above Water Pipe Invert Callout Cutoff Walls, Encasement cradles Special Profile Notes Manhole Inverts
Final Submittal	
Proposed Profile:	Special Profile Notes Traffic Control Plans
Additional Sheets:	Applicable to 60% and Final (100%) Curb Ramp Location Sheet Curb Ramp Detail Sheet Resurfacing Sheet Striping Water phasing and highline

	Abandonment Sheet Traffic Control Plans Batch Discharge Plan Survey Monument Sheet Cathodic Protection Design Sheet if applicable Alignment Report BMP, Storm Drain Inlet Protection Plan Miscellaneous Details DCE's Signature and Consultant's Stamp/Signature if applicable (at Final Design)
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30.8. The Design-Builder shall use MS Word format for all word processing.

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

31. Community Relations and Public Outreach Program:

31.1. The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have a Public Information Officer (PIO) who will serve as the community liaison. Refer to The WHITEBOOK, section 5-10 The PIO shall work closely with the Communication Department's PIO section in the implementation of the public information and outreach program standards.

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

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

31.4. The Key stakeholders are identified as (but not limited to) the public and the City of San Diego, San Diego Unified School District, San Diego Cooperative Charter School 2, Emerson/Bandini Elementary, Baker Elementary School, Cesar Chavez Elementary, Southcrest Recreation Center, and Southeastern San Diego Community Planning Group. The Design-Builder shall coordinate all activity and Right of Entry permit with the proper school representative and residents.

- 31.5.** The Community Relations Plan shall include the following scope and services but not limited to:
- 31.5.1.** A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.
 - 31.5.2.** A method for construction notification in advance of the start of work.
 - 31.5.3.** Attendance and presentation of Project update before and during construction of Projects at community and stakeholder Meetings. Prepare presentation materials in coordination with the City.
 - 31.5.4.** Develop written list of follow-up information requested from the community.
 - 31.5.5.** Respond to telephone calls and e-mails. Standard telephone service and e-mail responses. Record calls and e-mails on electronic tracking form.
 - 31.5.6.** E-mail record of call information to The Design-Builder/Project Team. E-mail updates to stakeholders, Community Groups, City Council and other interested parties.
 - 31.5.7.** Create and maintain online Project webpage and newsletters.
 - 31.5.8.** Write, edit, update and/or produce brochures, pamphlets and news releases.
 - 31.5.9.** Attend progress meeting and provide status of community relations activities.
 - 31.5.10.** The plan shall also include a listing of businesses, schools, and major facilities along the alignment which are expected to be impacted by the construction, and proposed mitigation measures to lessen construction impacts.
 - 31.5.11.** The plan shall specifically identify the lines of communication within the Design-Builder Team, between the Design-Builder Team and the City and between the Design Builder's public information liaison and the City. The Design-Builder shall be responsible for ensuring that the information to be provided to the public is consistent, updated and accurate.
 - 31.5.12.** Coordinate with the appropriate representatives from the affected schools to determine the time restrictions for work performed within close proximity to said schools.
 - 31.5.13.** Acquire necessary permits to perform work on private property.

32. Quality Assurance and Control:

- 32.1.** The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control. The minimum acceptable quality assurance and quality control plan is described in the Quality Assurance/Quality Control Plan Guidelines, attached hereto and incorporated herein as Attachment A, section 32 – Quality Assurance / Quality Control Guidelines.
- 32.1.1.** Design QA/QC - The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.
- 32.1.2.** Checklists - As part of the QA/QC Plan, The Design-Builder shall use the City-provided checklists and attach the checklists to the plans and specifications.
- 32.1.3.** Final Design - The Design-Builder shall submit QA/QC records for the final specifications and drawings to verify coordination within the engineering discipline, between engineering disciplines, between the final specifications and drawings, and to verify consistency with existing City Projects.
- 32.1.4.** Construction QA/QC - The Design-Builder shall be completely and solely responsible for Project QA/QC during construction.

33. Quality Assurance / Quality Control Guidelines:

33.1. General

- 33.1.1.** The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control, both during design and during construction. This Attachment outlines the minimum requirements for an acceptable quality assurance and quality control plan [QA/QC Plan]. The cost for the Design-Builder's QA/QC Plan and its implementation shall be included in the Design-Builder's Proposal.
- 33.1.2.** The Design-Builder shall assign a QA/QC supervisor to ensure that all Work is performed in accordance with the Contract Documents, plans, specifications, manufacturers' instructions, Applicable Laws, and to acceptable industry standards.
- 33.1.3.** The Engineer will monitor the Design-Builder's Work and Services and provide independent reviews as set forth in the Contract Documents. If City's review or inspection uncovers Work or Services that do not conform to the Contract Documents or Applicable laws, City may reject that Work and/or Services and The Design-Builder shall replace or correct any deficiency at no additional cost to City.
- 33.1.4.** The concept of quality has evolved from conformance with specifications to meeting Owner requirements. The Design-Builder quality assurance and control has advanced from checking deliverables to multiple reviews,

evaluations, inspections, and tests, concurrent with the Public Works Department reviews, oversight inspections, witnessing of tests, and similar quality assurance activities. Ultimately, the Design-Builder shall provide a facility that meets the requirements described in the Contract Documents.

- 33.1.5.** The Design-Builder shall respond to any QA/QC review comments by ensuring that the Design-Builder's staff considers the comments and notes the actions to be taken. The Design-Builder shall submit copies of the responses to the Engineer to indicate that the QA/QC review is complete and that the reviewers concur with the response.
- 33.1.6.** If The Design-Builder detects any impending deviations from the Scope, Project Schedule, or Project budget, the Design-Builder shall take appropriate action to correct such deviations or to obtain written approval from the Engineer if deviations cannot be avoided.
- 33.1.7.** The Design-Builder shall implement its QA/QC Plan that was submitted to City with The Design-Builder's RFP together with any revisions required by City, all of which are incorporated herein by this reference as though fully set forth herein.

33.2. QA/QC During Design

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

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

33.3. QA/QC Plan:

- 33.3.1.** Responsibilities: The Design-Builder shall ensure that all members of the Design-Builder's Project team (i.e., preparer, reviewer, checker, and approver) understand their responsibility for quality design.
- 33.3.2.** Design QA/QC Plan: The Design-Builder shall ensure that the design component of its QA/QC Plan includes a specific comprehensive approach to Project QA/QC Plan activities and requires documentation of the actual QA/QC Plan effort and related activities.
- 33.3.3.** Design Review: The Design-Builder shall address all plan check comments received from the City and implement its QA/QC plan prior to re-submittals to the City for review. The Design-Builder shall submit documentation of the QA/QC efforts and related activities as discussed below in Review and Comment Form, subsection 32.3.8.
- 33.3.4.** Implementation: The Design-Builder shall be solely responsible for quality reviews and approval of its design work, and shall ensure that all design work is thoroughly checked, reviewed, and approved by qualified, experienced, knowledgeable personnel who were not involved in the original design work. The Design-Builder shall provide the following types of QA/QC design reviews:
 1. The Design-Builder shall ensure that calculation sheets are signed and dated by the personnel preparing, checking, reviewing, and approving the calculations. The Design-Builder shall index all original calculation sheets in file folders maintained in a single location so that all original calculations for the entire Project can be readily found. At the time the Final Design is accepted by City, The Design-Builder shall submit to the Engineer a legible copy of all calculations, organized in an easy to use indexed loose-leaf binder or in clearly identified file folders.
 2. The Design-Builder shall clearly identify any revisions to the calculations. The Design-Builder shall ensure that all revised calculations are checked, signed and cross-referenced to the original calculations.
- 33.3.5.** Calculations:

- 33.3.6.** The Design-Builder’s Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the 60%, 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 subsection 33.3.8 below). Design problems may arise from inconsistencies between disciplines. The Design-Builder shall assign one or more qualified engineers to perform detailed interdisciplinary reviews to ensure consistency between disciplines, and between drawings and the specifications.
- 33.3.7.** The Design-Builder’s Final Review: The Design-Builder shall conduct the final QA/QC review after all 100% review comments have been incorporated and before printing of the Final Design submittal begins. The Design-Builder’s final QA/QC review shall confirm that all previous review comments have been incorporated.
- 33.3.8.** Review and Comment Form: The Design-Builder shall establish and maintain Review and Comment Forms which shall contain the following information:
1. The name of the Project;
 2. City’s contract number;
 3. The type of review being conducted;
 4. The name/title of the document being reviewed;
 5. Identification of the page, paragraph, or drawing being reviewed;
 6. The reviewer’s comments;
 7. The designer’s response to the reviewer’s comments;
 8. The agreed upon resolution with respect to the comments and response;
 9. The reviewer’s signature and date of review;
 10. The designer’s signature and date of response; and
 11. The signature of the Design-Builder’s Project manager and date of review.
- 33.3.9.** The Design-Builder shall ensure that each reviewer’s comments are constructive and professional in tone, and that the forms are complete and appropriately filed.

33.4. QA/QC During Construction

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

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

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

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

33.4.4. Factory Inspections and Tests:

1. The Design-Builder agrees that all products, materials, and equipment, shall be subject to inspections, tests, and witness tests by City at the place of manufacture or fabrication.
2. The Design-Builder agrees that City may, at its option, enter into separate contracts with consultants or others to conduct inspections, tests, and witness tests on behalf of City.
3. The Design-Builder agrees that the presence of City, its employees, agents, and/or representatives at inspections, tests, and/or witness tests shall not relieve the Design-Builder of the sole responsibility for providing products, materials, and equipment that comply with all requirements of the Contract Documents. The Design-Builder agrees that compliance is the responsibility of the Design-Builder and shall not be avoided by any act or omission on the part of City or its employees, agents, and/or representatives.
4. The Design-Builder shall provide City with 10 Working Days advance notice of any testing at the place of manufacture or fabrication. At City's option, City, its employees, agents, and/or representatives may

conduct inspections and tests at the manufacturing place any time without advance notice to the Design-Builder.

33.4.5. Sampling and Testing:

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

33.4.6. Inspection and Testing Laboratory Service:

1. The City may require that Work located in the City right-of-way be tested by the City's testing laboratory. The Design-Builder shall coordinate with the Engineer to cause such tests to be performed.
2. Inspections, testing, and other services that are to be performed by the City, whether specified in the Contract Documents or required by the Engineer, will be performed by City's testing laboratory. The cost of these services will be paid for by City.
3. City's testing laboratory will submit reports in duplicate to the Engineer. The reports will document observations, results of tests, and compliance or non-compliance with the Contract Documents.
4. The Design-Builder shall cooperate with the Engineer and City's Testing Laboratory by furnishing samples of materials, concrete design mix, equipment, tools, and storage, and by providing other assistance as requested by City.

5. The Design-Builder shall notify the Engineer 48 hours prior to commencement of Work requiring inspection and laboratory testing services.
6. The Engineer will direct that any retesting required because of non-conformance to the Contract Documents be performed by the laboratory that performed the original test. Design- Builder shall bear all costs from any such retesting at no additional cost to City.
7. The Design-Builder shall be responsible for all tests required by the specifications or referenced codes and standards, unless specifically noted otherwise in the Contract Documents.

33.4.7. Special Inspection:

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

33.4.8. Installation:

1. Inspection: The Design-Builder shall inspect materials and/or equipment upon their arrival at the Project Site and immediately prior to installation. The Design-Builder shall reject damaged and defective materials and/or equipment. The Design-Builder's inspection shall include:
 - i) A review of the Contract requirements;
 - ii) Verification that all materials and/or equipment have been tested, submitted, and approved;
 - iii) Examination of the Work area to ascertain that all preliminary Work has been completed;
 - iv) A physical examination of materials and/or equipment to ensure that they conform to the Design-Builder approved and City-accepted Shop Drawings or other submittal data;
 - v) Instruction as necessary to ensure that Design-Builder's workers understand the requirements of the Contract as they pertain to the materials and/or equipment;
 - vi) An examination of the quality of workmanship; and
 - vii) A review of control testing for compliance with the Contract requirements.
2. Measurements: The Design-Builder shall verify measurements and dimensions of the Work as an integral step of starting each installation. The Design-Builder shall be solely responsible for proper fit up and connection of components.

3. Special Procedures: The Design-Builder shall provide methods and facilities to ensure conformance with requirements for special process specifications such as nondestructive testing of materials. The Design-Builder shall maintain certifications for personnel, procedures, and equipment as necessary to meet the requirements of the Contract Documents and all Applicable laws.
4. Manufacturer's Instructions: The Design-Builder shall comply with applicable manufacturer's instructions and recommendations for installation, if those instructions and recommendations are more explicit and/or more stringent than the requirements of the Contract Documents.
5. Storage and care: If not immediately installed, the Design-Builder shall store and care for all materials and/or equipment delivered to the Project Site according to the manufacturer's recommendations.

33.4.9. Manufacturer's Field Installation Services and Reports:

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

33.4.10. Sample City QA/QC Checklists:

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

34. Noise Abatement and Control:

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

35. Project Meetings:

- 35.1.** Progress Meetings – Design Phase - The City’s Project Manager shall schedule and hold regular progress meetings at least monthly or as agreed to with the Design-Builder. 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 within a week of meeting.

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

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

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

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

36. Red-lines:

- 36.1.** The Design-Builder shall be responsible for Red-lines as described in The WHITEBOOK Section 3-7.3 Red Lines and Record Documents.
- 36.2.** Prior to final completion, The Design-Builder shall prepare and submit one complete set of full sized (24-inch x 36-inch) original mylar final As-Built Drawing CADD plots in accordance with the City's CADD Guideline. Each CADD mylar drawing sheet shall be stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and wet signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by the Design-Builder. Drawing mylar shall be 3 mils minimum thickness.
- 36.3.** Prior to Final Completion, the Design-Builder shall also submit:
 - 36.3.1.** Five complete full-sized sets of blueprint or copies of the final As-Built's.
 - 36.3.2.** Two complete electronic file sets of the final As-Built's on CDs (typical) prepared in a compatible version of Bentley MicroStation CADD software in accordance with City's CADD Guideline.

37. Record Keeping:

- 37.1.** The Design-Builder shall maintain in a safe place at the Project Site a copy of construction documents (including field test records, correspondence, daily reports, and written interpretations and clarifications), Shop Drawings, Product Data, and Samples in good order. Field Documents, Shop Drawings, Product Data, Samples, and

similar submittals are not part of the Contract Documents. The purpose of these documents is to demonstrate construction conformance to the Contract Documents, and the City shall have the right to inspect, audit, review, and copy these documents at any reasonable time.

- 37.2.** The Design-Builder shall not have the authority to approve a Sample or other submittal that is not in strict conformance with the Contract Documents or the accepted final design, unless City has accepted the substitute. No Work requiring a submittal or sample submission shall commence until the submission has been approved by the Design-Builder. A copy of each approved submittal and each approved sample shall be kept in order by the Design-Builder at the Project Site.
- 37.3.** The Design-Builder shall list and schedule submittals to be made and upon approval of each submittal transmit to City, within 5 Working Days, 2 copies of same. Failure to deliver the copies of approved submittals may result in withholding of progress payments.
- 37.4.** The Design-Builder shall not be relieved of responsibility for any deviations from the requirements of the Contract Documents by City's acceptance of Shop Drawings, Product Data, Samples, or similar submittals unless the Design-Builder has specifically informed City of such deviation at the time of the submittal and City has accepted the specific deviation in writing. The Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by City's acceptance thereof. At the time of each submission, the Design-Builder shall, in writing, specifically identify deviations that the submittals or Samples may have from the requirements of the Contract Documents.

38. Required Test/Material Certificates:

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

39. Traffic Control:

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

40. Reference Standards:

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

41. Design Guidelines:

- 41.1.** Americans with Disabilities Act (ADA) and Americans with Disabilities Act Design Standards
- 41.2.** American Water Works Association (AWWA)
- 41.3.** California Building Code as adopted by the City of San Diego*
- 41.4.** California Code of Regulations, Title 24
- 41.5.** City of San Diego Approved Materials List (AML) as approved by the Water (<http://www.sandiego.gov/water/cip/guidelines.shtml>) and Metropolitan Wastewater Departments (<http://www.sandiego.gov/mwwd/business/sewer.shtml>)
- 41.6.** City of San Diego Computer Aided Design and Drafting (CADD), <http://www.sandiego.gov/publicworks/edocref/drawings.shtml>
- 41.7.** City of San Diego Landscape Technical Manual
- 41.8.** City of San Diego's Manual of Preparation of Land Development and Public Improvement plans

<http://www.sandiego.gov/development-services/industry/landdevcode/landdevmanual.shtml>
- 41.9.** City of San Diego Street Design Manual,

<http://www.sandiego.gov/publicworks/pdf/edocref/streetdesignmanual02.pdf>
- 41.10.** City of San Diego Technical Guidelines for Geotechnical Reports,

<http://www.sandiego.gov/development-services/pdf/industry/geoguidelines.pdf>
- 41.11.** City of San Diego, Water Department Guidelines and Standards Books 1 through 7
<http://www.sandiego.gov/water/cip/guidelines.shtml>
- 41.12.** County of San Diego Code of Regulations
- 41.13.** National Electric Code (NBC) as adopted by the City of San Diego*
- 41.14.** State of California Health and Safety Code
- 41.15.** Uniform Fire Code (UFC) as adopted by the City of San Diego*
- 41.16.** Uniform Mechanical Code (UMC) as adopted by the City of San Diego*
- 41.17.** Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
- 41.18.** Construction Planning & Scheduling Manual by AGC of America

41.19. The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents

41.20. City of San Diego Municipal Code;

<http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni.shtml>

41.21. State Historic Preservation Act

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

42. Bridging Documents:

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

<https://filecloud.sandiego.gov/ui/core/index.html?mode=public#expl-tabl./SHARED/thompsonca/fG6Oa8lkfUDM7PFh>

1. Location Maps
2. ADA Preliminary Engineering Report
3. Paving Conflict Maps
4. Resurfacing Recommendations
5. Constraints Map
6. Coordination Maps
7. Traffic Count Data
8. Buffered Bike Lane Conceptual Plan
9. Draft Bicycle Facility Design Guidelines
10. As-Builts / AT&T
11. As-Builts / SDG&E
12. As-Builts / Cox Cable
13. As-Builts / Public

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

- 43.1.** The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations in the Planning Study and the Preliminary Engineering Report (see bridging documents).
- 43.2.** The replacement and installation of all water main shall satisfy the separation requirements of State Water Resources Control Board – Division of Drinking Water. All water main shall be relocated as necessary in order to meet the separation requirements. If relocation not feasible, The Design-Builder shall submit the waiver request to State Water Resources Control Board – Division of Drinking Water for review and approval
- 43.3.** Only accessibility improvements triggered by this project shall be included in the design. New sidewalks and driveways are not included except to replace portions (or driveways as a whole) if affected by the work and/or a triggered by access law compliance requirements. See bridging documents.
- 43.4.** The Preliminary Report entitled ‘Access Law Design Compliance Memorandum’ provided in this RFP is for information and guidance only and shall not to be used as the final design solution for accessibility requirements for the project. The Design-Builder is still responsible for the verification of any additional requirements, detailed compliance research, site confirmation, and design. The Design-Builder shall submit the plans at 60% and Final Design to the Access Law Compliance Section as required for the citywide plancheck and shall ensure that all outstanding comments are addressed and resolved before proceeding with construction. .
- 43.5.** The Design-Builder shall identify all existing fire services by field inspection, research of City records specifically including the City PUD cross connection database, and water billing records, and research of as-builts. Design-Builder shall provide all work necessary to reconnect all existing fire services.
- 43.6.** Gate valves shall be used for water main up to and including 12” size. Butterfly valves shall be used on 16” or larger water mains which shall have a bypass installed for transmission mains only Valves shall be size on size to match fittings and reducers shall not be used to provide reduced size valves in lieu of this.
- 43.7.** The Design-Builder shall not design for water services and fire hydrants to be utilized as air valves or blow offs unless approved by the City. The Design-Builder shall provide air valves and blow offs as necessary per the Water Design Guidelines.
- 43.8.** Five (5) feet of cover is required for all 16” transmission mains per the City Water Design Guide. Where this is not feasible or cost-effective the Design-Builder shall provide justification including calculations sufficient for the City PUD to allow an exception where appropriate.
- 43.9.** The As-builts provided in this RFP are complementary and shall not relieve the Design-Builder from the responsibility of record searching. The Design-Building shall be responsible for researching and obtaining all as-built drawing and any other information from the City and/or other agencies which will be necessary to complete the scope of work.

- 43.10.** The Design-Builder shall resolve design and construction problems by a typical professional process including but not limited to research, field investigation, developing alternates, calculations, cost-effective analysis, making decisions/recommendations and obtaining City concurrence as needed. This process shall be diligently followed before the Design-Builder seeks direction from the City.
- 43.11.** The Design-Builder shall follow the City standard practice for design and construction when not specifically addressed in the RFP scope of work, reference documents, and design guides.
- 43.12.** The Design/Builder shall submit a brief monthly progress report in a format acceptable to the City, with map illustrating where water, sewer, was installed, feet installed, total feet and percent complete (see bridging documents example Sample Progress Map) for the entire duration of the project.
- 43.13.** The City shall not be responsible for any assumptions the Design-Builder based their price proposal on, and the Design-Builder shall not be entitled to any additional payment for any such assumptions on which their price was based.
- 43.14.** 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 any23- additional payment.
- 43.15.** The price proposal shall include all work and materials, and any references to or requirements for restricted work hours and/or night work shall not entitle the Design-Builder to any additional payment.
- 43.16.** The Design-Builder shall perform all work described in Attachment 6, titled Street Resurfacing Recommendations to define the paving scope of work.
- 43.17.** The Design-builder shall submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item in the SOV.
- 43.18.** The RFP's maps and descriptions of proposed improvements such as "replace in place" are conceptual only and deviations from this in the final design by the Design-Builder shall not entitle the Design-Builder to any additional payment.
- 43.19.** The Design-Builder shall do all work necessary for any required replumbing of sewer laterals including but not limited to preparing replumb agreements in a format acceptable to the City, and obtaining all necessary signatures, notarization, and getting them recorded at the County. Recording fees shall be paid by the Design-Builder.
- 43.20.** The Design-Builder shall obtain the necessary permits to work on private property prior to the commencement of work.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."
- 1.2. Your failure to perform any of the following may result cancelling your award of the Contract:
 - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** Working Days after meeting with the City's Project Manager.

2. POST-AWARD

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

PHASED FUNDING SCHEDULE AGREEMENT

BID NUMBER: K-20-1844-MAC-3

CONTRACT OR TASK TITLE: AC Water & Sewer Group 1053 & National Avenue Complete Street

CONTRACTOR: TC Construction

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 shall include bonds, permits, WPCP Development, Survey Services, engineering design development of plans through final stamped signed plans.	Notice to Proceed (NTP)	03/31/2021	\$460,389.50 B-18093 (W) \$347,676.50 B-18099 (S) \$14,700.00 B-19137
2	Work to be completed in Phase 2 shall include installation of 3,500 linear feet of water mains, appurtenances, fire hydrants, water services and installation of 8,500 linear feet of sewer mains, sewer laterals and manholes, including street resurfacing, accessibility improvements and surface striping.	04/01/2020	03/31/2021	\$1,689,880.42 B-18093 (W) \$3,850,330.00 B-18099 (S) \$0 B-19137
3	Work to completed in Phase 3 shall include the remaining 11,646 LF (<i>from 3,501 to 15,146</i>) feet of water mains, appurtenances, fire hydrants, water services and installation of 2,814 linear feet (<i>from 8,501 to 11,314</i>) of sewer mains , sewer laterals and manholes, including street resurfacing, accessibility improvements, surface stripping and preparation of as-builts record drawings.	04/01/2022	Notice of Completion (NOC)	\$5,220,143.58 B-18093 (W) \$1,362,130.00 B-18099 (S) \$0 B-19137
Contract Total				\$12,945,250.00

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.

3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

PRINT NAME: Steve Lindsay
Construction Manager

Signature: 

Date: 5/21/20

PRINT NAME: Sheila Bose
Project Manager

Signature: 

Date: 5/21/20

CONTRACTOR

PRINT NAME: Austin Cameron

Title: President

Signature: 

Date: 5/19/20

ATTACHMENT C

RESERVED

ATTACHMENT D
PREVAILING WAGE

ATTACHMENT D

PREVAILING WAGE

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

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

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

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

1.11. List of all Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

1.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.
 - b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", items 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:

56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through** - The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

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

To the "WHITEBOOK", ADD the following:

108. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
109. **Acceptance of Work** – When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.

110. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.

SECTION 2 - SCOPE OF THE WORK

ADD:

2-10.2.5

Dispute Resolution Board.

1. If mediation is unsuccessful in settling the dispute and if both parties agree, a no mandatory dispute resolution board process may be used.
2. The parties may impanel a Dispute Resolution Board (DRB) and the DRB process shall be conducted in accordance with the City's alternative dispute resolution process, utilizing board members who are individuals who have expertise in construction. The selection process shall be administered by the American Arbitration Association or any other such neutral organization selected by the City hereinafter called the "Administrator". Claims made for \$60,000 or less shall be heard by 1 DRB member and claims for more than \$60,000 shall be heard by 3 DRB members.
3. To initiate the DRB procedures, the parties shall jointly execute and file a "Submission to Dispute Resolution Board Procedures" request with the Administrator. Upon receipt by the Administrator of the submission form, the Administrator will furnish to the parties a list of individuals skilled in dispute resolution and that have expertise in construction from which to select for the Dispute Resolution Board.
4. Within 10 Working Days from the date the list is sent to the parties, the parties shall return the list to the Administrator and shall strike out any individuals to which the parties have any factual objections to and shall number the remaining individuals in preference order. The Administrator will appoint the highest mutually preferred individuals to the DRB that are available to serve in the time frame designated above.

SECTION 3 – CONTROL OF THE WORK

3-2

SELF-PERFORMANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

3-8.7

Contractor's Quality Control Plan (QCP). To the "WHITEBOOK", ADD the following:

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

3-10 SURVEYING. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING.

1. You shall locate and mark all features related to the building and site, including landscaping and hardscape, using industry standard contractor's construction tools.
2. You shall preserve construction survey stakes, control points, and other survey related marks described in 3-10.1, "Survey Services Provided by the City" 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 City at your expense.

3-10.1 Survey Services Provided by the City.

1. The City will provide surveying services and on-site survey staking for the following:
 - a) Locations of any property lines, boundaries, or easement surveys within the project boundaries as required by the project.
 - b) Locations of up to four corners per building.
 - c) Verification of building pad finish surface elevation.
 - d) A maximum of 4 site control points.
 - e) Location and perpetuation of survey monuments within the project boundary in accordance with 400-2, "Permanent Survey Markers".
2. Notify the Resident Engineer in writing at least 2 Working Days prior to requesting survey services provided by the City.

3-10.2 Survey Services Provided by the Design-Builder.

1. Prior to the start of design, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design phase survey services for the Project.
2. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
3. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
4. Survey Services Work specified in this section shall be procured or performed by the Design Consultant.

5. 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.

3-10.2.1 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 3-7.3, "Red-lines and Record Documents".

3-10.2.2 Submittal.

1. Survey files shall be submitted in accordance with 3-8, "SUBMITTALS" and 3-7.3, "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:
<https://filecloud.sandiego.gov/url/d7xp5dm7a9vmt78y>
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.

3-10.3 Line and Grade.

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, you shall be responsible for any error in the grade of the Work.
2. Grades for underground conduits will be set at the surface of the ground. You shall transfer them to the bottom of the trench.

3-10.4 Payment.

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

3-12.7 Drinking Water Discharges Requirements. To the "WHITEBOOK", ADD the following:

1. You shall record the results for each discharge event on the City's Drinking Water Discharge Monitoring form included as **Appendix H - Monthly Drinking Water Discharge Monitoring Form.**

3-13.3 Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost

6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 - PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
- a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

3-15.3 Coordination. To the “WHITEBOOK”, ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of National Ave. from S 35th Street to S 40th Street. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) AC Water Group 1012, Clemens Wassenberg (858-495-7872)
 - b) Green Infrastructure Group 1012, Elham Lotfi (619-533-5212)
 - c) Sewer and AC Water Group 841, Jaime Ramos (619-533-5103)
 - d) AC Water and Sewer Group 1052, Joshua Adleman (619 533-4656)
 - e) Remaining Small Diameter CI Water PH 2, Gabriel Torres (619-533-4630)
 - f) Southcrest Green Infrastructure, Elham Lotfi (619-533-5212)

SECTION 4 - CONTROL OF MATERIALS

4-3.6 Preapproved Materials. To the “WHITEBOOK”, ADD the following:

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

4-6 TRADE NAMES. To the “WHITEBOOK”, ADD the following:

11. You shall submit your list of proposed substitutions for an “equal” item **no less than 15 Working Days prior to the bid due date** and on the City’s Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

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

5-4.1 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.

5-4.2 Types of Insurance.

5-4.2.1 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

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3 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.

5-4.2.4

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.

5-4.3

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.

5-4.3.1

Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State 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.

5-4.4 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.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 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.

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

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

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured.

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

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

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

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

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

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 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.

- 5-4.5.4.2 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.
- 5-4.5.4.3 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.
- 5-4.6 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.
- 5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 5-4.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- 5-4.10 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.

5-4.11 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.

5-4.11.1 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.

**ADD:
5-10.1.3 Weekly Updates Recipients.**

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

Sheila Bose, Senior Engineer, SBose@san Diego.gov

Jaime Ramos, Project Manager, JRamosbanuel@san Diego.gov

Kyle Nelson, Project Engineer, KJNelson@san Diego.gov

Resident Engineer, TBA, XXX@san Diego.gov

5-10.3 Exclusive Community Liaison Services. To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

<https://www.sandiego.gov/publicworks/edocref>
6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 1, subsection "s", DELETE in its entirety and SUBSTITUTE with the following:

- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.

6-2.1 Moratoriums. To the “WHITEBOOK”, ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) S 35th Street from Logan Ave to National Ave. 5/23/2017 to 5/23/2020
 - b) National Ave from S 35th St to S 36th St. 5/18/2018 to 5/18/2021
 - c) National Ave from S 36th St to S 37th St. 10/3/2016 to 10/3/2019
 - d) National Ave from S 37th St to S 38th St. 5/18/2018 to 5/18/2021
 - e) National Ave from S 38th St to S 39th St. 10/3/2016 to 10/3/2019
 - f) S 41st St from National Ave to approx. 325 ft N of National Ave (Coordinate with Chris Hudson, PM of AC Paving Group 1601)

6-3 TIME OF COMPLETION. To the “WHITEBOOK”, ADD the following:

1. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **88 Working Days** from the date of construction NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

6-4.2 Extensions of Time. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, “Excusable Delays” unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project’s critical path.

- b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
- 4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-6.4 **Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1.1 **Environmental Document.**

- 1. The City of San Diego has prepared a **Notice of Exemption** for **AC Water and Sewer Group 1053, WBS B-18093 (W) / B-18099 (S)** as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.2 **Partial and Final Payment.** To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

7-3.11 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

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

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. To the "WHITEBOOK", ADD the following:

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

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-1.1

High-line Phasing.

1. Build the Project in accordance with the water high-lining phasing as determined during desing.
2. When installing pipelines within the City's streets, for the following streets, the total time allowed for the completion of Work shall not exceed **10 Working Days** per 500 feet of pipeline installation:
 - g) To be determined.

ADD:

306-1.2

Phased Paving.

1. You shall implement phased paving, when directed and approved by the Engineer.
2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Calendar Days** after the Engineer's notification. Plan and schedule your Work accordingly to ensure each phase is complete.
3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
 - a) Installation of mains and appurtenances.
 - b) Operational checks and testing.
 - c) Mains are in service.
 - d) Trench restoration.
 - e) Road surface preparatory Work.
 - f) Installation of concrete sidewalks and curb ramps.
 - g) Adjustments of gate valves and manholes, survey monuments and utility boxes.

4. You may propose to change the limits of the determined phasing, in writing, for the Engineer's review and approval. If approved, there shall be no additional costs to the City. No additional Working Days will be granted for delays due to the City's review and approval of your proposed change and due to the implementation of that proposed change.
5. You may use multiple crews to complete each phase of paving.

ADD:

306-1.2.1

Payment.

1. The payment for all Work associated with Phased Paving shall be included in the Bid item for construction. This payment shall include the costs for all mobilization and demobilization for resurfacing and striping associated with each paving phase regardless of the paving operation. No additional payment shall be made regardless of the number of mobilizations and demobilizations required to complete that phase.

306-7.8.2.1

General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified working pressure and no less than 100% of the specified working pressure at the highest elevation.
 - a) Specified working pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
 - b) Specified working pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

SECTION 400 – PROTECTION AND RESTORATION

402-2

PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix M - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-6

COOPERATION. To the "GREENBOOK", ADD the following:

1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

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

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

5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) National Ave from 30th St to 31st St
 - b) National Ave from 33rd St to 43rd St

SECTION 700 – MATERIALS

700-5.1 **Vehicle Detectors.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Loop wire shall be Type 2. Loop detector lead-in cable shall be Type "B". Slots shall be filled with elastomeric sealant, epoxy sealant, or hot-melt rubberized asphalt sealant, except asphaltic emulsion loop sealant and cold tar loop sealant are acceptable if the pavement surface will receive an asphaltic concrete overlay.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

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

FROM: City of San Diego
Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

Project Name: AC Water and Sewer Group 1053

WBS No.: B-18093.02.06 (W), B-18099.02.06 (S)

Project Location-Specific: The project is located within City right-of-way and city owned easements. The project area includes the following streets: Logan Avenue (S 35th Street to S 36th Street), National Avenue (S 35th Street to S 40th Street and S 41st street to and South Pasqual Street), Newton Avenue (S 36th Street to S 39th Street, S 40th Street to S 41st Street), Boston Avenue (S 35th Street to S 37th Street and S 39th Street to S 40th Street), Acacia Street (S 35th Street to Z Street), Z Street (Acacia Street to S 39th Street), S 35th Street (National Avenue to Acacia Street), S 36th Street (Newton Avenue to the alley north of Logan Avenue), S 37th Street (Boston Avenue to National Avenue), S 40th Street (Alpha Street to Boston Avenue), and 41st Street (Boston Avenue to Logan Avenue), within the Southeastern Community Planning Area, Council District 9.

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

Description of nature and purpose of the Project: The project proposes to replace-in-place approximately 15,146 linear feet (LF) (2.86 miles) of existing 2-, 4-, 6-, 8- and 12-inch diameter asbestos cement (AC) and wrought Iron (WI) water mains with polyvinyl chloride (PVC) water mains via open trenching. The project will replace-in-place 10,479 LF (1.98 miles) of existing 6-, 8-, 10-, and 12-inch diameter vitrified clay (VC) sewer mains with PVC sewer mains. The project will rehabilitate 835 LF (0.15 miles) of existing 8-, 12- and 15-inch sewer main. Both water and sewer pipelines will be replaced at depths below ground surface consistent with existing facilities (8 feet depth for water and 25 feet depth for sewer).

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Gretchen Eichar, 525 B Street, Suite 750, San Diego, CA, 92101, (619) 533-4110

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))
- (X) Categorical Exemption: 15301(b) and 15301(d) Existing Facilities, 15302(c) Replacement or Reconstruction

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301(b) and 15301(d) Existing Facilities, which allows for the repair, maintenance, or minor alteration of existing public structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, and 15302 (c) Replacement or Reconstruction, which allows for the replacement of existing structures 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 where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Gretchen Eichar

Telephone: (619) 533-4110

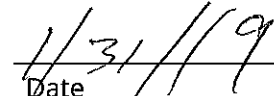
If filed by applicant:

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

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



Carrie Purcell, Assistant Deputy Director



Date

Check One:

- Signed By Lead Agency
 Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. 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 WITH CASH FLOW FORECAST

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

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

SUMMARY

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

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

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

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

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

AC WATER & SEWER GROUP 1053 AND NATIONAL AVENUE COMPLETE STREETS

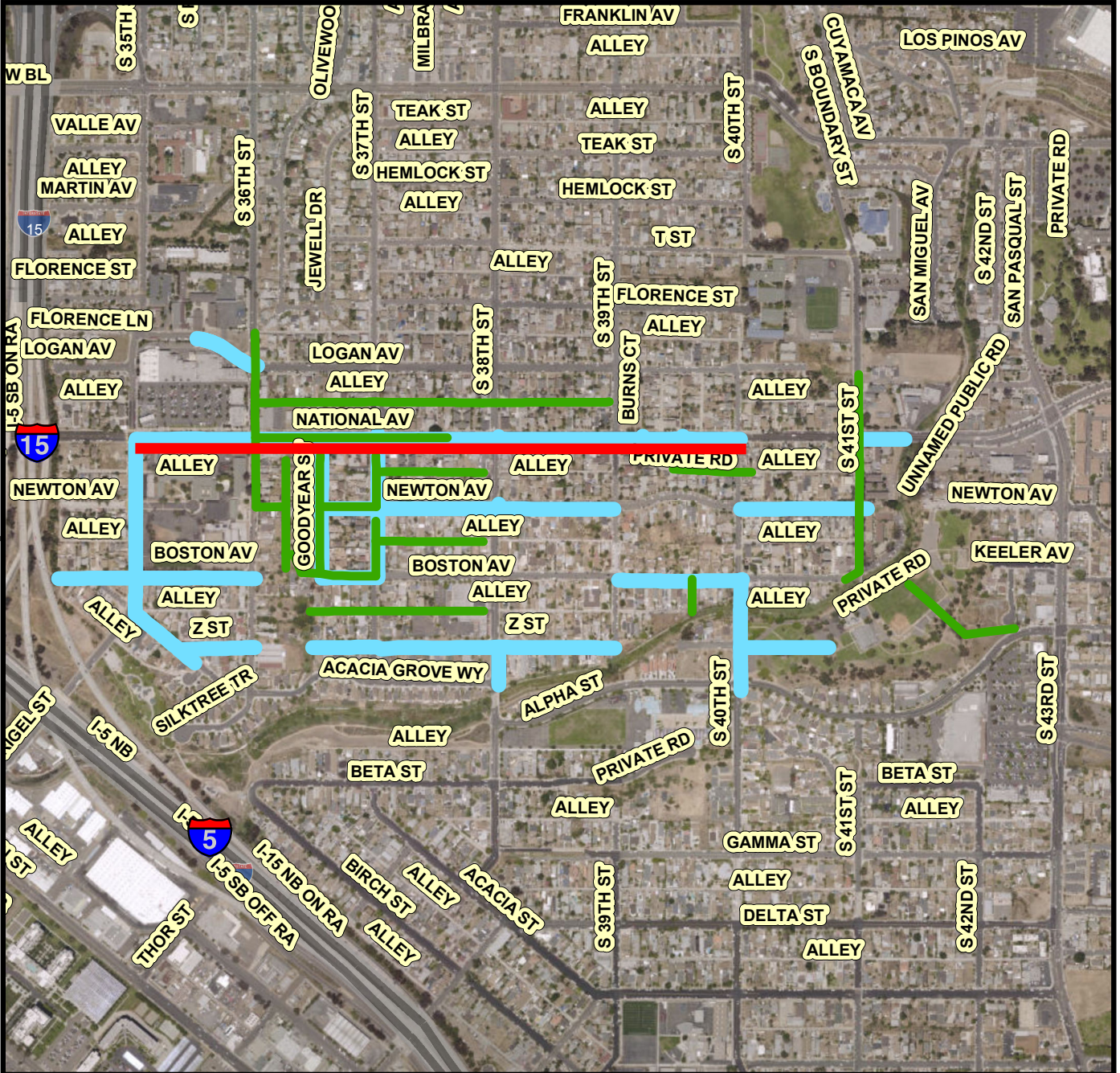
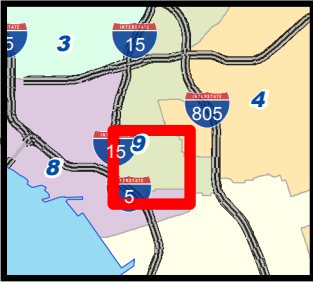
PREDESIGN
SENIOR ENGINEER
ANDREA DEMICH
(619) 533-5126

PREDESIGN
PROJECT MANAGER
ANH NGUYEN
(619) 533-4627

PREDESIGN
PROJECT ENGINEER
VIRGINIA OSKOURI
(619) 533-5152

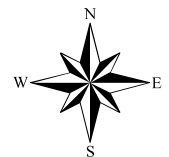
PREDESIGN
DRAFTER
SUSAN GRIEBENOW
(619) 533-3652

PREDESIGN LOCATION MAP



Legend

- Proposed Sewer
- Proposed Water
- Proposed Bike Path



No Scale

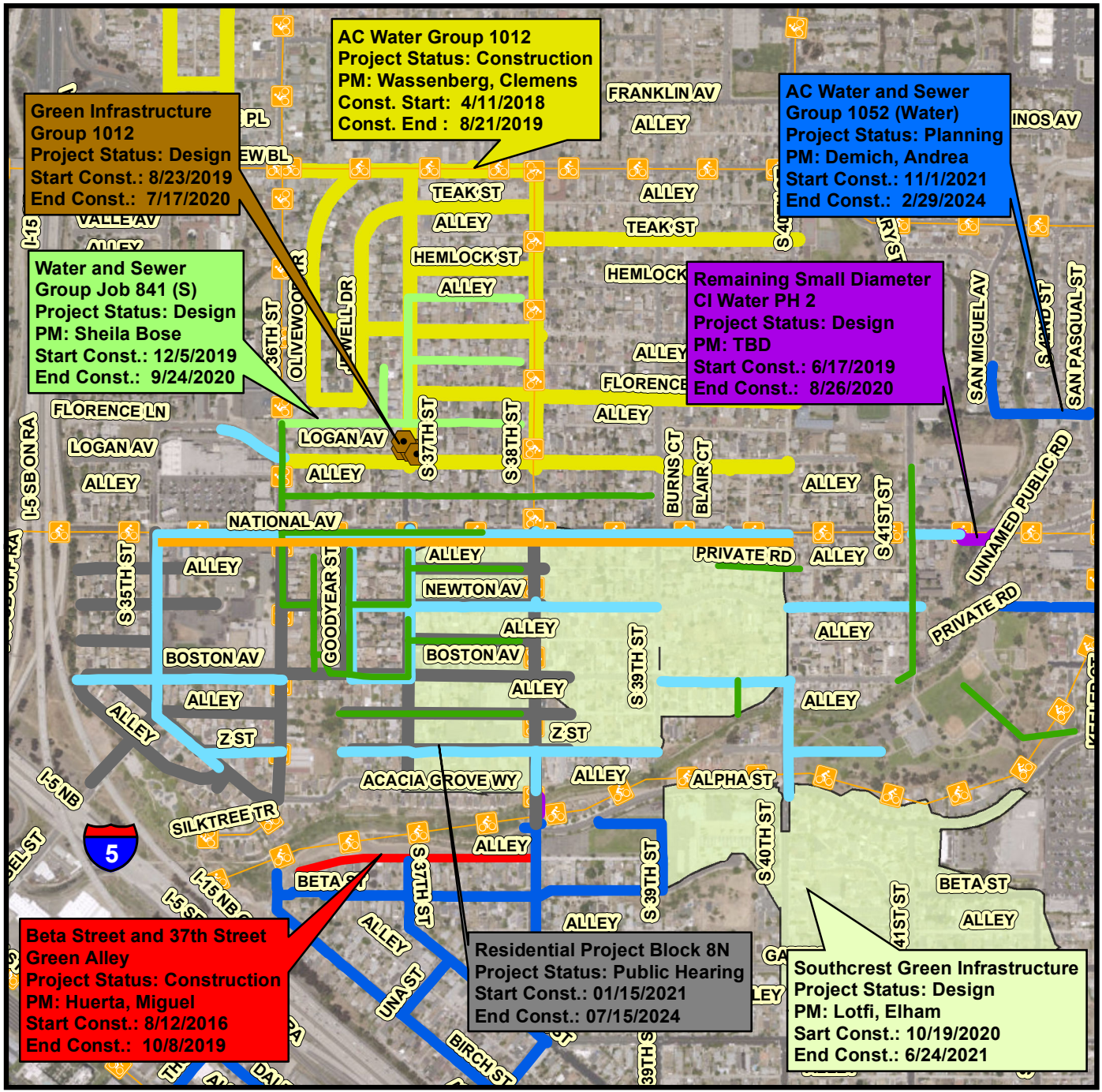
Document Path: S:\PITS\PITS-CIP- Preliminary - Engineering - and - Program - Coordination\Drafting\Water & Sewer Projects\AC Water Projects\AC Water and Sewer Group 1053\CIP Tracking\Location Map\PreDesign Location Map (1-4-2019).imxd

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APPENDIX F
PREDESIGN PROJECT COORDINATION MAP

AC WATER & SEWER GROUP 1053 AND NATIONAL AVENUE COMPLETE STREETS

PREDESIGN PROJECT COORDINATION MAP



Green Infrastructure Group 1012
 Project Status: Design
 Start Const.: 8/23/2019
 End Const.: 7/17/2020

AC Water Group 1012
 Project Status: Construction
 PM: Wassenberg, Clemens
 Const. Start: 4/11/2018
 Const. End : 8/21/2019

AC Water and Sewer Group 1052 (Water)
 Project Status: Planning
 PM: Demich, Andrea
 Start Const.: 11/1/2021
 End Const.: 2/29/2024

Water and Sewer Group Job 841 (S)
 Project Status: Design
 PM: Sheila Bose
 Start Const.: 12/5/2019
 End Const.: 9/24/2020

Remaining Small Diameter CI Water PH 2
 Project Status: Design
 PM: TBD
 Start Const.: 6/17/2019
 End Const.: 8/26/2020

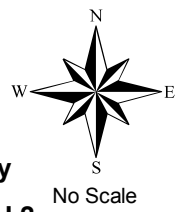
Beta Street and 37th Street Green Alley
 Project Status: Construction
 PM: Huerta, Miguel
 Start Const.: 8/12/2016
 End Const.: 10/8/2019

Residential Project Block 8N
 Project Status: Public Hearing
 Start Const.: 01/15/2021
 End Const.: 07/15/2024

Southcrest Green Infrastructure
 Project Status: Design
 PM: Lotfi, Elham
 Start Const.: 10/19/2020
 End Const.: 6/24/2021

Legend

- Proposed Sewer
- Proposed Water
- Water and Sewer Group Job 841 (S)
- Beta Street and 37th Street Green Alley
- Remaining Small Diameter CI Water PH 2
- AC Water and Sewer Group 1052 (Water)
- Proposed Bike Path
- Undergrounding of Overhead Utilities
- Water and Sewer Group Job 841 (S)
- Beta Street and 37th Street Green Alley
- Remaining Small Diameter CI Water PH 2
- AC Water and Sewer Group 1052 (Water)
- Proposed Bike Path - Class II or III
- Green Infrastructure Group 1012
- Southcrest Green Infrastructure



Document Path: S:\PITS\PIES-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Water & Sewer Projects\AC Water Projects\AC Water and Sewer Group 1053\CIP Tracking\Project Coordination\Project Coord Map_1-28-2019.mxd

Date: 1/28/2019

AC Water and Sewer Group 1053
 Appendix F - Pre-design Project Coordination Map

The City of
SAN DIEGO Public Works
 PROJECT IMPLEMENTATION DIVISION



SAP ID# B18093 (W)
 B18099 (S)

Last updated by: SGriebenow on 1/28/2019 at 12:48:18

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APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT - SLURRY

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

Project Title: _____ Date: _____

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

Environmental Considerations: _____

Locations (Address Range/Cross Streets):

1. _____
2. _____
3. _____

Approved Mix Design: _____

Material Suppliers: _____

RPMS Type(s): _____

Slurry Machine #'s: _____

Estimated Cure Time (Break) of Slurry: _____

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: _____

Aggregate Weight: _____

Cement % (by weight of aggregate): _____

Crumb Rubber % (by volume of cement): _____

Machine Inspection

Leaks: _____

Sprayers: _____

Emulsion Filter: _____

Carbon Black: _____

Spreader Box Inspection

Cleanliness: _____

Augers: _____

Rubbers: _____

Fabric: _____

Runners: _____

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

Project Conditions

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Communication to Client/ Resident Engineer

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Test Lab

Tech: _____ Time on Site: _____

Notes

QCP Administrator Signature:

Date Signed:

APPENDIX H

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT - AC OVERLAY

Appendix J

City of San Diego
Asphalt Concrete Overlay
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

- 1. _____
- 2. _____
- 3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. _____
- 2. _____
- 3. _____

Date's City Laboratory representative was present:

- 1. _____
- 2. _____
- 3. _____

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX I

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

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

Project Name:				WBS No.:			Watershed No.					
Qualified Person Conducting Tests:				signature								
BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE						By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.						
Event #1												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes Report exceedence to RE & complete page 2 of 2
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Erosion Controls									
			Sediment Controls		pH	Unit			Range 6.5 to 8.5			
Date:	Start											
Time:	End											
Date:												
Time:												
Event #2												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes Report exceedence to RE & complete page 2 of 2
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Erosion Controls									
			Sediment Controls		pH	Unit			Range 6.5 to 8.5			
Date:	Start											
Time:	End											
Date:												
Time:												

Submit completed Form to RE

Instructional Notes found on the Page 2 of 2

Receiving Water Monitoring

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

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

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

Instructional Notes

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

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

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

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

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

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

APPENDIX J
HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

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

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

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

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

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX K
REHAB DATA COLLECTION - SEWER MAINS

REHAB DATA COLLECTION - SEWER MAINS

FSN	REHAB DATE	LENGTH	INSIDE DIAM	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
65112	8/22/2006	312	8	7	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006

APPENDIX L
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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• 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

APPENDIX M

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

Photo 1



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

Photo 2



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

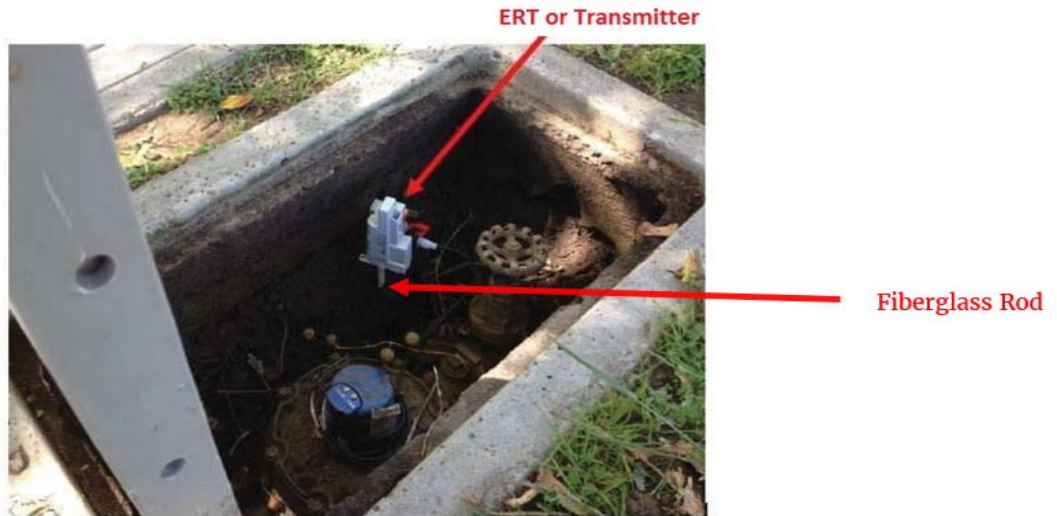


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



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

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

Photo 8



Network Device

Photo 9



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

ATTACHMENT F

RESERVED

ATTACHMENT G
EVALUATION AND SELECTION CRITERIA

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP – Pass / Fail

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

2. Subcontracting Participation Percentages – Pass / Fail - If the Design-Builder fails to meet the minimum subcontracting participation percentages, the Proposal may be considered non-responsive and rejected.

3. Summary of Proposal (5 Points Max)

- 3.1. Provide a one to two page summary of the proposal. Include an overview of design/construction methods and potential project challenges/Issues.

4. Project Team (5 Points Max)

- 4.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:

- 5.1.1 Civil
- 5.1.2 Traffic
- 5.1.3 Electrical
- 5.1.4 Public Outreach
- 5.1.5 Geotechnical

5. Technical Approach and Design Concept (20 Points Max)

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

- 5.2.1 Traffic Control Approach - The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
- 5.2.2 Identify locations where water and sewer separation will not be met as specified by the State Water Resources Control Board- Division of Drinking Water.
- 5.2.3 Phasing and Coordination with Adjacent Projects (part of bridging documents)
- 5.2.4 Curb Ramp Design and Installation plan pursuant to the Access Law Compliance Section's Preliminary Engineering Assessment Report and clarification amendment memo regarding changes to the 2020 California Building Code requirements (part of the bridging documents) and highlight any modification, if any.
- 5.2.5 Storm Water Pollution Control Best Management Practices.
- 5.2.6 Subsurface Investigation and Geotechnical Work
- 5.2.7 Permit; the Design-Builder shall identify what permits are required and what is the proposed plan/timeline to obtain the required permit(s).
- 5.2.8 Design-Builder's effort required for work within easements.
- 5.2.9 implementation of buffered bike lane conceptual plan.

6. Phasing Plan (25 Points Max)

- 6.1. Describe the proposed phasing plan for this Project as it relates to water phasing/highlining, resurfacing/stripping and construction. Include detailed descriptions, conceptual design drawings and schematics. Include the following, at a minimum:
 - 6.1.1. Water highlining plan (number of highlining phases, lengths and affected streets per highline phase).
 - 6.1.2. Phased Paving Plan (See SSP 306-1.2) Including restriping
 - 6.1.3. Plan for phasing of construction activities.

7. Construction Plan (20 Points Max)

- 7.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 7.1.1. Construction approach and methods.
 - 7.1.2. Plan for operation of facility during construction.

- 7.1.3. General plan for functional testing and start-up.
- 7.1.4. Stormwater pollution control Best Management Practice compliance
- 7.1.5. Proposed safety program.
- 7.1.6. Traffic Control Management.
- 7.1.7. Proposed emergency response plan.
 - 7.1.7.1. The system for tracking questions and responses.
- 7.1.8. The system for coordinating work among subcontractors and equipment manufacturers.

8. Project Schedule (5 Points)

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

Describe any time saving measures that may reduce the total construction duration that can be implemented by the proposer. 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.

9. Community Outreach (20 Points Max)

Please describe your efforts to minimize impacts to businesses and residents and how you will coordinate construction in their community.

- 9.1 Community Outreach and Public Relations Program - The Design-Builder shall describe its general approach to building relations between the Design-Builder and the community, including how the Design-Builder will provide effective public information and respond to public concerns.
- 9.2 Coordination with property owners for work within easements.
- 9.3 Staging Area and project cleanup – What is your plan for staging area and project cleanup (during construction and moratorium phases) to minimize impacts to the business and residents?

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

10. Final Selection Based On Adjusted Low Proposal

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

Design-Builder	Qualitative Score (100 Maximum)	Price Proposal	Adjusted Price *
A	0.85	\$1,000,000.00	\$1,176,471
B	0.95	\$1,300,000.00	\$1,368,421
C	0.65	\$900,000.00	\$1,384,615
* The adjustment to the Proposal is for selection only. Firm "A" has Adjusted Lowest Proposal. The Price Proposal is the actual Contract amount.			

ATTACHMENT H
PRICE PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **AC Water and Sewer Group 1053**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ <i>88,000.00</i>
2	541330	Engineering and Design Services	1	D	LS	 	\$ <i>602,250.00</i>
3	237110	Construction	1		LS	 	\$ <i>11,514,000.00</i>
4	237110	Permit Fees (EOCP Type I)	1		AL	 	\$10,000
5		City Contingency (EOC Type II)	1		AL	 	\$500,000
6	541330	WPCP Development	1	D	LS	 	\$ <i>12,100.00</i>
7	541330	WPCP Implementation	1		LS	 	\$ <i>158,000.00</i>
8	541370	Survey Services		D	LS	 	\$ <i>46,200.00</i>
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 8 INCLUSIVE):							\$ <i>12,930,550.00</i>

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
ADDITIVE ALTERNATE A							
1	541330	Engineering and Design Services for Buffered Bike Lane	1	D	LS	 	\$ 5,100.00
2	237110	Construction for Buffered Bike Lane	1		Ls	 	\$ 9,600.00
ESTIMATED TOTAL ADDITIVE ALTERNATE A:							\$ 14,700.00
ESTIMATED TOTAL BASE PROPOSAL + ADDITIVE ALTERNATE A:							\$ 12,945,250.00


* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 8, and Additive Alternate A, inclusive) amount written in words:

Twelve Million Nine Hundred Forty Five Thousand Two Hundred Fifty Dollars

Design-Builder: TC Construction Company, Inc.

Title: President

Signature:  Austin Cameron

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

<u>Austin Cameron-President</u>	<u>Jeep Tharp-Vice President</u>
<u>Terry Cameron-CEO</u>	<u>Jack Gieffels-Secretary/Treasurer</u>
<u>Chad Cameron-Estimator</u>	<u>Bobby Kostryka-General Superintendent</u>

(See attached Corporate Resolution)

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.



**TC Construction
Company, Inc.**

Building Communities Up
FROM THE Underground

CORPORATE RESOLUTION
(BOARD OF DIRECTORS)

We the undersigned Board of Directors for TC Construction Company, Inc. (“Corporation”), herby certify that the Corporation is organized and existing under and virtue of the laws of the State of California as a corporation for profit, with its principal office at 10540 Prospect Avenue, Santee, California 92071. We further certify that at a meeting of the Directors of the Corporation, duly called and held on August 7, 2019 at which a quorum was present and voting the following resolution was adopted.


Be it resolved that Terry Cameron a 10% shareholder of the Corporation has been appointed CEO, Austin Cameron a 40% shareholder of the Corporation has been appointed President, Darren Tharp a 10 % shareholder of the Corporation has been appointed Vice President, Chad Cameron a 20% shareholder of the Corporation has been appointed Vice President, Robert Kostyrka a 10% shareholder of the Corporation has been appointed Vice President, Jack Gieffels a 10% shareholder of the Corporation has been appointed as CFO & Secretary/Treasurer.

Be it resolved that Terry Cameron has been authorized as CEO, Austin Cameron as President and Jack Gieffels as CFO & Secretary/Treasurer to execute any and all contracts, change orders, documents, deeds or any other items required by the corporation.


EXECUTED at San Diego County, California
This 7th day of August 2019.



Terry Cameron, CEO



Austin Cameron, President



Chad Cameron, Vice President



Robert Kostyrka, Vice President



Darren Tharp, Vice President



Jack Gieffels, CFO & Secretary/Treasurer



DESIGN-BUILD LIST OF SUBCONTRACTORS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Piperin Corporation</u> Address: <u>510 Venture St</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-305-7248</u> Email: <u>craig@piperincorp.com</u>	Constructor	1000000485	964027	Portions of Water Main	\$ <u>1,304,600</u>	SLBE	City of San Diego	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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Name: <u>Easy Flow</u> Address: <u>14275 Crystal View Ln</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>909-908-7300</u> Email: <u>adam@trenchlessrehab.com</u>	Constructor	1000010925	960845	Sewer Rehab	\$163,800	SLBE	City of San Diego	N/A
Name: <u>Michael Baker International</u> Address: <u>9755 Clairemont Mesa Blvd</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92124</u> Phone: <u>858-614-5000</u> Email: <u>jharris@mbakerintl.com</u>	Designer	1000004231	N/A	Engineering & Design & Survey	\$565,000	N/A	N/A	N/A

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Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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Name: <u>Global Environmental</u> Address: <u>106 West 4th Street Suite 201</u> City: <u>Santa Ana</u> State: <u>CA</u> Zip: <u>92701</u> Phone: <u>714-479-1199</u> Email: <u>bidrequest@safetygeni.com</u>	Designer	1000395771	878478	WPCP	\$10,500 \$12,000	DVBE	CADoGS	N/A
Name: <u>Photo Geodetic</u> Address: <u>1161 E Main St Ste 102</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-631-1366</u> Email: <u>ming@photogeodetic.com</u>	Designer	N/A	N/A	Ariel Topo Mapping	\$10,000	SLBE	City of San Diego	N/A

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Name: Vic Salazar Communications Address: 5205 Kearny Villa Way Suite 107 City: San Diego State: CA Zip: 92106 Phone: 619-517-4744 Email: vic@salazar.com	Constructor	N/A	N/A	Community Liaison	\$90,000	ELBE	City of San Diego	N/A
Name: Southwest Traffic Signal Address: 9201 Isaac St Suite A City: Santee State: CA Zip: 92071 Phone: 619-442-3343 Email: estimating@southwestsignal.com	Constructor	1000004265	451115	Traffic Loops	\$26,300	SLBE	City of San Diego	N/A

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Name: <u>Miramar General</u> Address: <u>1827 Cleveland Ave</u> City: <u>National City</u> State: <u>CA</u> Zip: <u>91950</u> Phone: <u>619-434-5900</u> Email: <u>alex@miramargeneral.com</u>	Constructor	1000033057	1009541	Concrete Flatwork	\$1,068,745	ELBE	City of San Diego	N/A
Name: <u>Payco Specialties</u> Address: <u>120 North 2nd Ave</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-422-9204</u> Email: <u>marci@payco.biz</u>	Constructor	1000003515	298637	Striping	\$34,262.97	SLBE	City of San Diego	N/A

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Name: American Asphalt South Address: PO Box 310036 City: Fontana State: CA Zip: 92331 Phone: 909-427-8276 Email: lyles@americanasphaltsouth.com	Constructor	100000645	784969	Slurry Seal	\$394,125			N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>VO Engineering</u> Address: <u>13230 Evening Creek Dr South Ste 207</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92128</u> Phone: <u>858-391-8530</u> Email: <u>nick.tracy@vo-eng.com</u>	Designer	1000030707	N/A	Geotechnical	38,000 35,000	SLBE	City of San Diego	N/A
Name: <u>West Coast Civil</u> Address: <u>10650 Treena St Ste 104</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>858-869-1332</u> Email: <u>anthony@westcoastcivil.com</u>	Designer	1000044026	N/A	Traffic Plans Design	\$35,000	ELBE	City of San Diego	N/A

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>R&C Structures</u> Address: <u>1615 La Mirada Dr</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078</u> Phone: <u>760-744-3355</u> Email: <u>rick@marconproducts.com</u>	Constructor	1000004446	425215	Sewer Manholes	\$168,000			N/A
Name: <u>Pavement Recycling</u> Address: <u>10240 San Sevaive Way</u> City: <u>Jurupa</u> State: <u>CA</u> Zip: <u>91752</u> Phone: <u>951-682-1091</u> Email: <u>aschatz@pavementrecycling.com</u>	Constructor	1000003363	569352	Cold Milling	\$111,000			N/A

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

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

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

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

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

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR REGISTRATION NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Draves Pipeline</u> Address: <u>P.O. Box 1051</u> City: <u>Bonsall</u> State: <u>CA</u> Zip: <u>92003</u> Phone: <u>760-728-7094</u> Email: _____	Materials	1000003691	\$ <u>820,000</u>	Yes	No	DVBE	CADoGS
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

DESIGN-BUILD ADDITIVE/DEDUCTIVE ALTERNATE LIST OF SUBCONTRACTORS
****TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY****

The Design-Build is to list all Subcontractors described in the Design-Build's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Build is to also list additional Subcontractors not described in the Design-Build's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Build is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Build are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Additive Alternate	Name: <u>Payco Specialties</u> Address: <u>120 North 2nd Ave</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-422-9204</u> Email: <u>rebecca@payco.biz</u>	Constructor	298637	1000003515	Buffered Bike Lane Striping	\$9565.13	SLBE	City of San Diego	N/A
Additive Alternate	Name: <u>West Coast Civil</u> Address: <u>10650 Treena St Ste 104</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>858-869-1332</u> Email: <u>anthony@westcoastcivil.com</u>	Designer	N/A	1000044026	Buffered Bike Lane Design	\$5,000.00	ELBE	City of San Diego	N/A

- ① As appropriate, Design-Build 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 | |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | WBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | DVBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | ELBE |
| Woman-Owned Small Business | WoSB | HUBZone Business | SDB |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | HUBZone |
- ② As appropriate, Design-Build 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-Build will not receive any subcontracting participation percentages if the Design-Build fails to submit the required proof of certification.

ATTACHMENT I
CERTIFICATION AND FORMS

CERTIFICATIONS AND FORMS

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

Design-Build Proposal

2. 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 and Sewer Group 1053 Design Build Contract**.

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


4. This Proposal will remain open for the period stated in the MACC 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.

5. 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: _____ 12-5-19 _____

The Design-Builder: _____ TC Construction Company, Inc. _____

By: _____  _____ Austin Cameron
(Signature)

Title: _____ President _____

PROPOSAL

DESIGN-BUILDER'S GENERAL INFORMATION

To the City of San Diego:

Pursuant to the "Request for Proposal", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted _____ N/A _____

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

_____ N/A _____

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

_____ N/A _____

Full Name and Character of partner

_____ N/A _____

(4) Place of Business (Street & Number) _____ N/A _____

(5) City and State _____ N/A _____ Zip Code _____

(6) Telephone No. _____ N/A _____ Facsimile No. _____

(7) Email Address _____ N/A _____

IF A CORPORATION, SIGN HERE:

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

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

_____  _____
(Signature)

_____ Austin Cameron _____
(Printed Name)

_____ President _____
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of California
(4) Place of Business (Street & Number) 10540 Prospect Ave
(5) City and State Santee, CA Zip Code 92071
(6) Telephone No. 619-448-4560 Facsimile No. 619-448-3341
(7) Email Address acameron@tcincsd.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "Request for Proposal", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

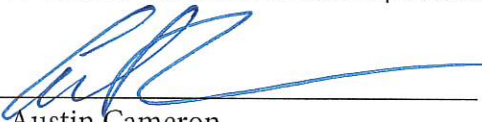
LICENSE CLASSIFICATION A, C21
LICENSE NO. 402459 EXPIRES 4-30-21
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003132

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

TAX IDENTIFICATION NUMBER (TIN): 95-3646005
E-Mail Address: acameron@tcincsd.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature  Title President
Austin Cameron

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 2nd DAY OF December, 2019.

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

(NOTARIAL SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

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

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

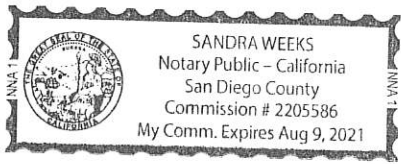
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me
on this 2nd day of December, 2019,
by Austin Cameron
(1) _____
(and (2) N/A),
Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Signature Sandra Weeks
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



TC Construction Company, Inc.

Building Communities Up
FROM THE Underground

CORPORATE RESOLUTION
(BOARD OF DIRECTORS)


We the undersigned Board of Directors for TC Construction Company, Inc. ("Corporation"), herby certify that the Corporation is organized and existing under and virtue of the laws of the State of California as a corporation for profit, with its principal office at 10540 Prospect Avenue, Santee, California 92071. We further certify that at a meeting of the Directors of the Corporation, duly called and held on August 7, 2019 at which a quorum was present and voting the following resolution was adopted.

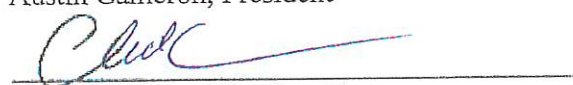
Be it resolved that Terry Cameron a 10% shareholder of the Corporation has been appointed CEO, Austin Cameron a 40% shareholder of the Corporation has been appointed President, Darren Tharp a 10 % shareholder of the Corporation has been appointed Vice President, Chad Cameron a 20% shareholder of the Corporation has been appointed Vice President, Robert Kostyrka a 10% shareholder of the Corporation has been appointed Vice President, Jack Gieffels a 10% shareholder of the Corporation has been appointed as CFO & Secretary/Treasurer.

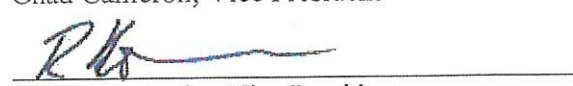
Be it resolved that Terry Cameron has been authorized as CEO, Austin Cameron as President and Jack Gieffels as CFO & Secretary/Treasurer to execute any and all contracts, change orders, documents, deeds or any other items required by the corporation.


EXECUTED at San Diego County, California
This 7th day of August 2019.


Terry Cameron, CEO


Austin Cameron, President


Chad Cameron, Vice President


Robert Kostyrka, Vice President


Darren Tharp, Vice President


Jack Gieffels, CFO & Secretary/Treasurer



PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TC Construction Company, Inc., a corporation, as principal, and
Liberty Mutual Insurance Company, a corporation authorized to do business in
the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to
The City of San Diego a municipal corporation in the sum of
Twelve Million Nine Hundred Forty Five Thousand Two Hundred Fifty Dollars (12,945,250.00) for the faithful
performance of the annexed contract, and in the sum of Twelve Million Nine Hundred Forty Five Thousand Two
Hundred Fifty Dollars (12,945,250.00) for the benefit of laborers and materialmen designated below.

Conditions: If the Principal shall faithfully perform the annexed contract **AC Water and Sewer Group 1053, RFP number K-20-1844-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 March 27, 2020

Approved as to Form

TC Construction Company, Inc.

Principal

By 

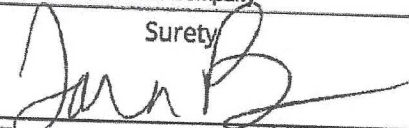
Austin Cameron President
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

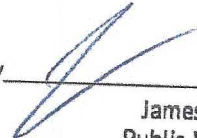
By 
Deputy City Attorney

Liberty Mutual Insurance Company

Surety

By 
Tara Bacon, Attorney-in-fact

Approved:

By 
James Nagelvoort
Public Works Director
Public Works Department

790 The City Drive, Suite 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714-634-3311

Local Telephone No. of Surety

Premium \$ 102,941.00

Bond No. 024243327

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

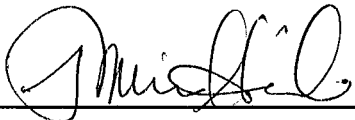
State of California
County of San Diego)

On MAR 27 2020 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

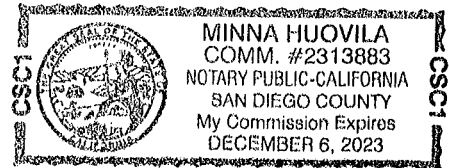
personally appeared Tara Bacon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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



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

Certificate No: 8196955 - 969522

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of October, 2018.



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

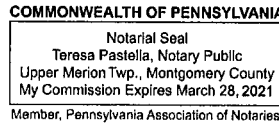
By: [Signature]
David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: [Signature]
Teresa Pastella, Notary Public

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

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of March, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

**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 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS


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

CHECK ONE BOX ONLY.

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

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

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President
Name

Signature Date 12-5-19

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

TC Construction Company, Inc.

Legal Name	DBA	
10540 Prospect Ave	CA	92071
Street Address	City	State
Austin Cameron, President	619-448-4560	619-448-3341
Contact Person, Title	Phone	Fax

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Austin Cameron	President
El Cajon, CA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
40% Owner	
Interest in the transaction	
Terry Cameron	CEO
Name	Title/Position
El Cajon, CA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
10% Owner	
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

Austin Cameron, President		12-5-19
Print Name, Title	Signature	Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

TC Construction Company, Inc.

Legal Name	DBA	
10540 Prospect Ave	Santee	CA 92071
Street Address	City	State Zip
Austin Cameron, President	619-448-4560	619-448-3341
Contact Person, Title	Phone	Fax

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
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** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Jeep Tharp	Vice President
Alpine, CA	N/A

City and State of Residence	Employer (if different than Bidder/Proposer)
10% Owner	
Interest in the transaction	

Name	Title/Position
Jack Gieffels	Secretary/ Treasurer
El Cajon, CA	N/A

City and State of Residence	Employer (if different than Bidder/Proposer)
10% Owner	
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

Austin Cameron, President		12-5-19
Print Name, Title	Signature	Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

TC Construction Company, Inc.

Legal Name		DBA	
10540 Prospect Ave		CA	92071
Street Address	City	State	Zip
Austin Cameron, President	619-448-4560	619-448-3341	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Chad Cameron	Estimator
Name	Title/Position
El Cajon, CA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
20% Owner	
Interest in the transaction	

Bobby Kostryka	General Superintendant
Name	Title/Position
El Cajon, CA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
10% Owner	
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

<i>Austin Cameron, President</i>		12-5-19
Print Name, Title	Signature	Date

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

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 AND SEWER GROUP 1053

(Project Task)

as particularly described in said contract and identified as RFP No. **K-20-1844-MAC-3**; SAP No. (WBS/IO/CC) **B-18093, B-18099**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

_____ Contractor

by

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

NAME	TITLE
Austin Cameron	President
Jack Gieffels	Secretary/Treasurer
Jeep Tharp	Vice President
Terry Cameron	CEO

Bobby Kostryk General Superintendent
 Chad Cameron Estimator

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

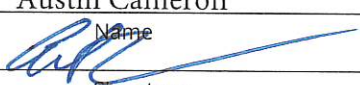
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

 Name Austin Cameron Date 12-5-19

Signature

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

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Vic Salazar Communications	Vic Salazar President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Southwest Traffic Signal	Ryan Clark President & General Manager

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Miramar General	Alex Karaja President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Payco Specialties	Rebecca Llewellyn President

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

 Name
Signature Date 12-5-19

USE ADDITIONAL FORMS AS NECESSARY

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
R & C structures	Peter Santar
	Kelly Santar

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Pavement Recycling	Steve Concannon President
	Nathan Boyler Treasurer

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE
VO Engineering	Van Olin president

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
West Coast Civil	Anthony Gonzales President
	Sean McCarty partners
	Kyle McCarty partners
	Adam Podlich

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

 Name
Signature Date 12-5-19

USE ADDITIONAL FORMS AS NECESSARY

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Global Environmental Network	Drake Muat President
	Michael Horner Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Michael Baker International	Brian Lutes President & CEO
	Dale Spaulding EVP & COO
	James McKnight EVP & Corp Secretary
	James Kempton EVP & Treasurer

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

 Name
Signature Date 12-5-19

USE ADDITIONAL FORMS AS NECESSARY

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
G. Scott Asphalt	Daniel Wemple President
	lionel Kahn CFO

Atc

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Draves Pipeline	Dale Draves Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

Austin Cameron

Date 12-5-19

Signature

USE ADDITIONAL FORMS AS NECESSARY

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Piperin	Craig Barry President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

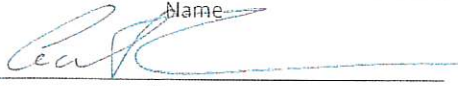
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

 Name
Signature Date 12-5-19

USE ADDITIONAL FORMS AS NECESSARY

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Easy Flow, LLC	Adam Wilson Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

 Date 12-5-19

Signature

USE ADDITIONAL FORMS AS NECESSARY

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Photo Geodetic	Michael Ing President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
American Asphalt South	Alan Henderson President

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

 Name
Signature Date 12-5-19

USE ADDITIONAL FORMS AS NECESSARY

ATTACHMENT J

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 9th day of June, 2020, by and between The City of San Diego [City], a municipal corporation, and **TC Construction Company, Inc.** [Design-Build], for the purpose of designing and constructing the **AC Water and Sewer Group 1053** (Project) in the total amount of **Twelve Million Nine Hundred Forty Five Thousand Two Hundred Fifty Dollars (\$12,945,250.00)**, which is comprised of the Base Proposal, consisting of an amount not to exceed **\$822,766.00** for Phase I, **\$5,540,210.42** for Phase II, and **\$6,582,273.58** for Phase III.

The City and Design-Build 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-20-1844-MAC-3 (Task 02)** for **AC Water and Sewer Group 1053**, 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-Build submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Build 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-Build 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-Build is a representation that the Design-Build 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

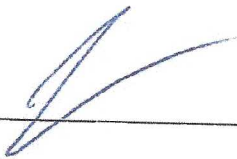
- A. **Recitals and Attachments.** The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. **Contract Performance.** The Design-Build 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 2018 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2018 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: James Nagelvoort
Public Works Director
Public Works Department

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

Date: 6/8/2021

Date: 6/9/20

CONTRACTOR

By 

Print Name: Austin Cameron

Title: President

Date: 5/29/20

City of San Diego License No.: B198004773

State Contractor's License No.: 402459

City of San Diego

CITY CONTACT: Celina Suarez, Contract Specialist, Email: CSuarez@sandiego.gov
Phone No. (619) 533-6678

ADDENDUM 1 PROPOSAL DOCUMENTS



FOR

MACC TASK NUMBER: 02

AC WATER AND SEWER GROUP 1053

RFQ NO.:	<u>K-17-1518-MAC-3</u>
RFP NO.:	<u>K-20-1844-MAC-3</u>
SAP NO. (WBS/IO/CC):	<u>B-18093, B-18099</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>KB, JA</u>

PROPOSALS DUE:

**12:00 NOON
DECEMBER 5, 2019**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 42, Bridging Documents, Item 42.1, page 64, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

<https://filecloud.sandiego.gov/ui/core/index.html?mode=public#expl-tabl./SHARED/thompsonca/fG6Oa8lkfUDM7PFh>

1. Location Maps
2. ADA Preliminary Engineering Report
3. Paving Conflict Maps
4. Resurfacing Recommendations
5. Constraints Map
6. Coordination Maps
7. Traffic Count Data
8. Buffered Bike Lane Conceptual Plan
9. Draft Bicycle Facility Design Guidelines
10. As-Builts / AT&T
11. As-Builts / SDG&E
12. As-Builts / Cox Cable
13. As-Builts / Public
14. Water Predesign Map
15. Sewer Predesign Map

16. ADT Counts
17. PUD, QAQC and Surveys Checklists
18. Survey Deliverables V2.3

James Nagelvoort, Director
Public Works Department

Dated: *November 20, 2019*
San Diego, California

JN/JB/lir

City of San Diego

CITY CONTACT: Celina Suarez, Contract Specialist, Email: CSuarez@sandiego.gov
Phone No. (619) 533-6678

ADDENDUM 2 PROPOSAL DOCUMENTS



FOR

MACC TASK NUMBER: 02

AC WATER AND SEWER GROUP 1053

RFQ NO.:	<u>K-17-1518-MAC-3</u>
RFP NO.:	<u>K-20-1844-MAC-3</u>
SAP NO. (WBS/IO/CC):	<u>B-18093, B-18099</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>KB, JA</u>

PROPOSALS DUE:

**12:00 NOON
DECEMBER 19, 2019**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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.**

James Nagelvoort, Director
Public Works Department

Dated: *December 2, 2019*
San Diego, California

JN/JB/lir

City of San Diego

CITY CONTACT: Celina Suarez, Contract Specialist, Email: CSuarez@sandiego.gov
Phone No. (619) 533-6678

ADDENDUM 3 PROPOSAL DOCUMENTS



FOR

MACC TASK NUMBER: 02

AC WATER AND SEWER GROUP 1053

RFQ NO.:	<u>K-17-1518-MAC-3</u>
RFP NO.:	<u>K-20-1844-MAC-3</u>
SAP NO. (WBS/IO/CC):	<u>B-18093, B-18099</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>KB, JA</u>

PROPOSALS DUE:

**12:00 NOON
DECEMBER 19, 2019**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Please identify the physical limits of work for the additive alternative bid items regarding the engineering, design, and construction of the buffered bike lane.

A1. National Avenue between 35th Street and 40th Street.

Q2. Maps and drawings provided by the City (location map, paving conflict map, resurfacing recommendations, constraints map) show the proposed bike path on National Ave between South 35th Street and South 40th Street. The distance between South 35th Street and South 40th Street along National Ave is approximately 3,300LF, however in RFP Attachment A Section 1 Project Description Subsection 1.1.3 the City states: "The scope includes the removal of a traffic lane on National Avenue between S 35th Street to S 40th Street and the installation of approximately 15,685 linear feet of buffered bike lanes and traffic striping."

The bridging documents also include concept drawings that limit the bike buffer lanes to National Ave between South 35th Street and South 40th Street.

Is the quantity of 15,685 LF a typographical error? Please advise.

A2. Bid as shown in Revised Buffered Bike Lane Conceptual Layout Plan. Payment is Lump Sum.

Q3. On the water predesign map at Z Street and South 40th Street, the map shows an 8" Water Main entering the Southcrest Recreation Center. Questions:

a. What does this water main feed? Is there a building that will need to be highlined?

b. Is there an irrigation system that is fed off this main?

- c. Will this area remain open during construction?
 - d. Are there any services that come off the main?
 - e. If there are services, what size are they?
 - f. If there are services that come off the 8" main will the contractor be required to remove and replace to the proposed destination?
 - g. Please provide an updated map showing where and how the contractor will be required to perform the work at this location.
- A3. It is the responsibility of the Design-Builder to research any additional plans and verify field conditions as necessary
- Q4. Near South 40th Street and Z Street there is a short bridge spanning a drainage canal. Please provide as-builts or means and method of bringing the 8" water main across the bridge on South 40th Street.
- A4. Construction of water mains should be replace in place, please refer to bridging document 19. South 40th Street Bridge As-Builts (11275-D1 through D7) which depicts the existing water main. The Design-Builder shall research any other record drawings beyond what has been provided.
- Q5. How will the City define SLBE/ELBE and DVBE requirements for the alternate bid item associated with this proposal? Please define if percentages apply to the base bid and alternate combined or if there are separate percentages for the alternate bid item.
- A5. Please refer to the 2018 Whitebook, Section A- General Requirements, Subsection 0-6 Subcontracting.
- Q6. Pg 5 – 11.1.3 No Limited NTP selected – The contractor is required to submit a design and construction schedule as part of the RFP solicitation. It would be helpful if the City could choose an anticipated Limited NTP date so that we can coordinate subcontractor and supplier ongoing business commitments and provide the City with a realistic approach to the project schedule. Please provide a ballpark anticipated Limited NTP date.
- A6. For required schedule, assume June 1st, 2019 as the anticipated NTP date.

- Q7. Pg 24 – 1.2.1 As pipelines will be replaced in place, the design shall be implemented through a 2 step process. Design Submittal for this work will be required at 60% Design and Final Design milestones. Question: Will the City grant a time extension for delays during the City’s review process? In the past the City has had trouble granting the contractor time extensions for delays caused by City staff in the review process. We are adding a new entity to this project (Transportation Engineering Operations) for the proposed bike lane work. This could increase the level of inefficiencies we are currently experiencing.
- A7. The City will evaluate requests for time extensions on a case by case basis. It is the responsibility of the Design-Builder to consider review processes in the development of a project schedule.
- Q8. Pg 25 – 2.7.6 – Contractor to include monitoring for any hazardous materials
- a. Are there any areas already defined by the City in relation to this RFP?
 - b. Without any known areas would the City like to add a bid item for contingency in case something is encountered during construction?
- A8. The Design-Builders are required to do their own review. All information can be found using the Geotracker Website. Please refer to section 5-15.2.1 of the Whitebook. If areas containing hazardous materials are identified, the Design-Builder should take this into account in the development of this task proposal.
- Q9. Drawing C-1 of the Street Resurfacing Plan has a dig out area called out on Newton Avenue. For bidding purposes please provide the depth and structural section of the digout area.
- A9. Please assume the depth based on pavement design standards Schedule “J”, SDG-113 for the purposes of bidding.

- Q10. The Bridging Documents “Buffered Bike Lane Conceptual Plan” has a conceptual layout for adding a bike lane on National Avenue between 35th Street and 40th Street. The concept plan shows 54’ of new striping width to achieve the new bike lane. Question: The existing width of National Avenue is currently 50’ wide. Does the City want the contractor to remove the existing curb and gutter and widen the road by four feet to accommodate the 54’ striping design?
- A10. There will be no roadway widening along National Avenue or removal of the bulb outs at the intersection of National Avenue and 40th Street. Traffic Engineering Operations Division will review draft design plans at 60%, 100% and final design before moving forward to construction. See Revised Buffered Bike Lane Conceptual Plan.
- Q11. The Bridging Documents “Buffered Bike Lane Conceptual Plan” has a conceptual layout for adding a bike lane on National Avenue between 35th Street and 40th Street. The concept plan shows 54’ of new striping width to achieve the new bike lane. Question: At the intersection of National Avenue and 40th Street there are dual curb ramps that protrude out from the existing face of curb alignment. This narrows the street to a width of 38’, is it the City’s desire to remove these four ramps and widen the street to accommodate the new proposed bike lanes?
- A11. There will be no roadway widening along National Avenue or removal of the bulb outs at the intersection of National Ave and 40th Street. Traffic Engineering Operations Division will review draft design plans at 60%, 100% and final draft before moving forward to construction. See revised Buffered Bike Lane Conceptual Plan.
- Q12. The Pre-Design Project Constraints Map (Bridging Document 5) indicates there are four (4) “ROW Conflicts”; what is the nature of the conflicts and does the Design-Builder perform any work as a consequence of the subject?
- A12. Design-Builder will obtain permits to work on private property for ROW conflicts, disregard ROW Conflict at S. 41st Street (between National Avenue and Newton Avenue.)
- Q13. Several sewer mains are supported by concrete cradles. Is the Design-Builder responsible for removing/replacing these cradles? What are the dimensions of the concrete cradles / encasements?

- A13. It is the responsibility of the Design-Builder to remove concrete cradles and restore sewer trench per SDS-110. It is also the responsibility of the Design-Builder to research any additional plans as necessary.
- Q14. As-built 9574-D indicates that the water main on 40th Street between Boston Avenue and Z Street was installed prior to the construction of the Chollas Channel and the bridge that crosses it. Is the intention for the Design-Builder to install below the channel via trenchless installation or hang the pipe below or on the side of the bridge?
- A14. Construction of water mains should be replace in place, please refer to bridging document 19. South 40th Street Bridge As-Builts (11275-D1 through D7) which depicts the existing water main. The Design-Builder shall research any other record drawings beyond what has been provided.
- Q15. A few locations on the water pre-design map show replacement up to, but not including the tee/cross (i.e. Newton Avenue & S 35th Street). Are we to assume that the tees/crosses at these locations will not be replaced?
- A15. Correct, Tees and/or crosses not shown are not included in this contract.
- Q16. Will a network device need to be installed in conjunction with AMI devices? Are there any other electrical components required for this project?
- A16. This contract does not include the installation of AMI devices associated electrical components. See revised Attachment G, Section 4.1.
- Q17. There are several inconsistencies between the hatch patterns and text in the resurfacing recommendations provided in the bridging documents. See Goodyear Street on Sheet C-3. Please provide clarification.
- A17. The text and patterns now match according to TSW's recommendations in the Revised Resurfacing Recommendations.

- Q18. The sewer pre-design map seems to indicate that manhole 8 is located in the baseball field at Southcrest Recreation Center. The manhole was not found during site investigation and is assumed to be buried. Is this manhole to be raised to grade? What are the requirements for restoration of the field?
- A18. If the manhole cover is below grade, the manhole needs to be raised to grade. The Design-Builder shall restore baseball field and those portions of existing improvements that are affected by construction to their original or practical conditions.
- Q19. For the concrete alleys, what width will the trenches need to be restored to? Trench width or full concrete alley replacement?
- A19. Please refer to the Revised Resurfacing Recommendations attachment included in the file cloud link.
- Q20. Section 10.3 says that only DVBE cannot be substituted for SLBE/ELBE. Please confirm whether SLBE and ELBE participation percentages can be substituted for Each other. Can either SLBE or ELBE participation be below the individual percentages as long as the combined SLBE and ELBE participation in above the combined goal percentage?
- A20. Yes, as stated on page 5 section 10.3 of the RFP, 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.
- Q21. Bid Items 4 and 5 are both allowance items that have a total dollar value of \$510,00. Please clarify if this cost will or will not be taken into account when calculating SLBE/ELBE/DVBE participations.
- A21. Please refer to the 2018 Whitebook, Section A – General Requirements, Subsection 0-6 Subcontracting
- Q22. Will archeo/paleo monitoring be required in the trench alignments?
- A22. Archeological and paleontological monitoring will not be required for water and sewer main installation within the same trench at depths consistent with existing utilities.

- Q23. Will the 10' separation apply on the streets that the Water and Sewer run adjacent to or cross each other be required?
- A23. 10' separation applies to all streets, in cases where this separation cannot be met, it is the responsibility of the Design-Builder to obtain a waiver from the State Water Resources Control Board Division of Drinking Water to meet alternative criteria requirements for construction.
- Q24. Pg 25 – 2.7.10 – Landscaping and Reveg Plan required
- a. Please provide location that revegetation will be required.
 - b. Will there be a long-term maintenance contract required for the Revegetation area?
- A24. All disturbed landscape (plants and turf) must be replaced in kind and established per section 801-6 of the Whitebook.
- Q25. Pg 25 – 2.7.14 “Coordinate utility relocations with utility owners”
- c. Has the City started this process and are there any areas that have already been identified?
 - d. Will the contractor be granted a day for day delay if the utility owner cannot move or relocate their utilities within the project scheduled time frame to allow the contractor to complete their work?
- A25. The City has not coordinated with outside utilities, it is the responsibility of the Design-Builder to review all as-built drawings and coordinate required utility relocations. The Design-Builder is responsible for potholing all existing utilities to check for conflicts at early stages of design. Delays can be granted upon city approval, however this does not relinquish the responsibility of the Design-Builder to coordinate with outside utilities.
- Q26. Section 6-2.1 Moratoriums in the modifications to the Whitebook (RFP Attachment E - Supplementary Special Provisions) states “Do not work in the areas where there is currently a moratorium issued by the City.”

Bridging document '3. Paving Conflict Map' identifies a current paving moratorium ending on 10/29/2023 for AC Paving Group 1601. This paving moratorium, located on 41st Street near National Avenue, conflicts with project completion if any work cannot occur in this area before 10/29/2023.

If NTP is issued by the City in the early to middle part of 2020, project completion (780 working days after NTP) is estimated to occur in the early to middle part of 2023. Project completion will occur well before the end of the identified moratorium on 10/29/2023. Please advise.

A26. The City's project management team will resolve any moratorium issues resulting from AC Paving Group 1601. When preparing your proposals, please bid according to the contract documents.

Q27. Regarding the upcoming MACC2 Bid for AC Water & Sewer 1053, Burtech would like to request additional as-built plans for the following (if available):

- Plans for facilities in Southcrest Park:
 - Water line east of S 40th St
 - Sewer line between the eastern edge of park and Keeler Court
 - Park surface improvements (especially the eastern area where the sewer is under ball fields).
- Plans for sewer south of Boston Ave (in an easement) to be rehabilitated in place.
- Plans for the S 40th Street bridge south of Boston Ave

A27. It is the responsibility of the Design-Builder to research any additional plans as necessary and verify field conditions.

Q28. Regarding The City's ADA Access Law Compliance Memo (included with the Bridging Documents) indicates that a number of locations where modifications are required are being addressed by other City projects (e.g. the Southcrest Green Infrastructure Project). But the report also states that confirmation by the other City Project Managers is required. Please confirm that these other projects will, in fact, address these ADA modification requirements as defined in the report, or identify which additional ADA improvements are to be performed as part of the GJ 1053 project.

A28. Where the Access Law Design Compliance document (ADA Preliminary Engineering Report) indicates that other projects will address required ADA modifications, consider these locations as part of your proposal. Future coordination with City of San Diego projects will be handled by the City of San Diego Project Management team.

Q29. Regarding SLBE/ELBE percentages

The RFP Section 10 appears to indicate that the ELBE and SLBE participation can be achieved through any combination of these two required minimums. This was allowed on the previous MACC Task #1 - Rancho Penasquitos per Addendum #1 (Question #10) . Please confirm that the same is also allowed on this MACC Task #2.

A29. Please refer to the A20 of this Addendum.

C. ADDENDUM

1. To Addendum 1, B. Changes To The Request For Proposals, Item 1, pages 2 through 3, **DELETE** in their entirety and **SUBSTITUTE** with the following:

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

<https://filecloud.sandiego.gov/ui/core/index.html?mode=public#expl-tabl./SHARED/thompsonca/fG6Oa8lkfUDM7PFh>

1. Location Maps
2. ADA Preliminary Engineering Report
3. Paving Conflict Maps
4. Revised Resurfacing Recommendations
5. Constraints Map
6. Coordination Maps
7. Traffic Count Data
8. Revised Buffered Bike Lane Conceptual Plan
9. Draft Bicycle Facility Design Guidelines
10. As-Builts / AT&T

11. As-Builts / SDG&E
12. As-Builts / Cox Cable
13. As-Builts / Public
14. Water Predesign Map
15. Sewer Predesign Map
16. ADT Counts
17. PUD, QAQC and Surveys Checklists
18. Survey Deliverables V2.3
19. South 40th Street Bridge As-Builts

D. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Attachment G, Evaluation and Selection Criteria, page 153, Section 4, Project Team (5 Points Max), **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. Project Team (5 Points Max)

- 4.1 Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:

- 4.1.1 Civil
- 4.1.2 Traffic
- 4.1.3 Public Outreach
- 4.1.4 Geotechnical

James Nagelvoort, Director
Public Works Department

Dated: *December 9, 2019*
San Diego, California

JN/JB/lir

AC Water & Sewer Group Job 1053
MACC Task Number 02

K-20-1844-MAC-3

December 19, 2019



Submitted to:

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

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



In partnership with

Michael Baker
INTERNATIONAL

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FIRM INFORMATION

TC CONSTRUCTION COMPANY, INC.

Company Name

CORPORATION

(INDEPENDENT, NON-SUBSIDIARY)

Legal Form of Entity

1977

Year of Establishment:

10540 PROSPECT AVENUE, SANTEE, CA 92071 (MAIN OFFICE)

Address

AUSTIN CAMERON, PRESIDENT,

ACAMERON@TCINCSD.COM, (619) 448-4560, EXT. 117

Contact Information

243

Employees in SD County

- **City of San Diego Business License Number:** B1987004773, exp. date 3/31/20
- **State Contractor's License Number:** 402459, exp. date 4/30/21, Classifications A and C21
- **Professional Engineering/Architect License Number:** CA 38217, exp. date 3/31/21

Applicable Licenses

1. ADDENDA TO THE RFP

TC Construction Company (TC) is in receipt of the following addenda to this Request for Proposal (RFP): Addendum Number 1, dated November 20, 2019, Addendum Number 2, dated December 2, 2019, and Addendum Number 3, dated December 9, 2019.

2. EXCEPTIONS TO THE RFP

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



Authorized Signature

Austin Cameron, President
TC Construction Company, Inc.

3. EXECUTIVE SUMMARY

3.1 Overview

San Diego (City) is a vibrant city with opportunities for enhancements in the coming years. The City is in need of our team to continue assisting with the design and construction of capital improvement projects. The AC Water and Sewer Group 1053 Task Order is vital to maintain the quality and reliability of the infrastructure serving the community. The success of the project depends on a design-build team to **protect the City’s interests, take ownership of the job, and ensure work is completed safely, on time, and on budget, and in line with City engineering and construction standards of practice. We have proven success with the City.**

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

The TC Construction Design Build (TCDB) Team understands this project. We know how to protect the safety of the public water supply, soils conditions, traffic patterns and residential elements through our team’s broad portfolio of success delivering many nearby and very similar projects overcoming the same challenges. In this proposal, we have, coupled our team’s insight with information provided in the bridging documents and through discussions with City staff to propose a successful and cost-effective approach that delivers this project and promotes continuous improvement of the infrastructure delivery program.

LOCAL PROJECT MANAGEMENT EMPHASIZES COMMUNICATION, VALUE AND QUALITY

Austin Cameron will lead our experienced team, as Project Manager and will oversee all members of the team. He has served as the Project Manager for many of the City’s successful design-build projects. Austin will leverage his 28 years of experience to oversee all members of the team. **John Harris, PE, CQM**, will serve as the Design Manager and will manage day-to-day design tasks. His 40 years of experience promotes smooth teamwork and effective QA/QC. Austin and John have worked together on Design Build projects for more than 15 years and have been actively involved with the City’s MACC Pipeline Replacement Program since its inception. Through the completion of numerous MACC task orders, we have developed a number of lessons learned that will be integrated into this project to ensure successful delivery. Weekly team meetings with the

TCDB TEAM: SUCCESSFUL CITY OF SAN DIEGO INFRASTRUCTURE PROJECTS

- ✓ Encanto Otay II 42-inch Pipeline
- ✓ Alvarado Trunk Sewer Phase IIIA DB Projects
- ✓ Water Group 554 & 555 DB Project
- ✓ South Mission Valley Trunk Sewer
- ✓ Harbor Drive and Lindbergh Field Cast Iron Pipeline Replacement Projects
- ✓ Sorrento Mesa Recycled Water
- ✓ Water Group 949/Water & Sewer Group 946
- ✓ AC Water and Sewer Group Job 1016



design build team and progress meetings with City staff have been instrumental to maintain communication, address outstanding items, and avoid delays to long-leads items. Tracking design deliverables and schedule milestones are also key project management items we will implement to keep this project on track.

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

The TCDB Team Knows The City of San Diego

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

We have been working together with the City for **42 years**, providing a vast array of construction, design, planning, engineering, and architectural services.

DESIGN/CONSTRUCTION METHODS AND CHALLENGES

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

- Developing **detailed phasing plans** and local access management plans to reduce community impact.
- **Coordination with homeowners** will be of paramount importance to ensure improvements are made to each property owners' satisfaction.
- Recognition of any long lead time approval items, such as design deviation approvals or Division of Drinking Water waivers.
- Developing a **proactive traffic management plan** with consideration to transit stops.
- Securing **pre-construction approvals** for materials, staging areas and permits to expedite the work as soon as the design process is complete.
- Providing an **efficient construction team** to work quickly in each of the project areas and move on to the next.
- Providing **clear communication** to all subcontractors, vendors and material suppliers to keep all team members on schedule.
- Performing **asbestos pipe abatement** as an added step toward the safety of our workers and the residents.

TC Construction and Michael Baker

A Trusted Local Team Emphasizing Communication, Value and Quality

A 18+ year relationship that has successfully put over

\$50 million of local infrastructure

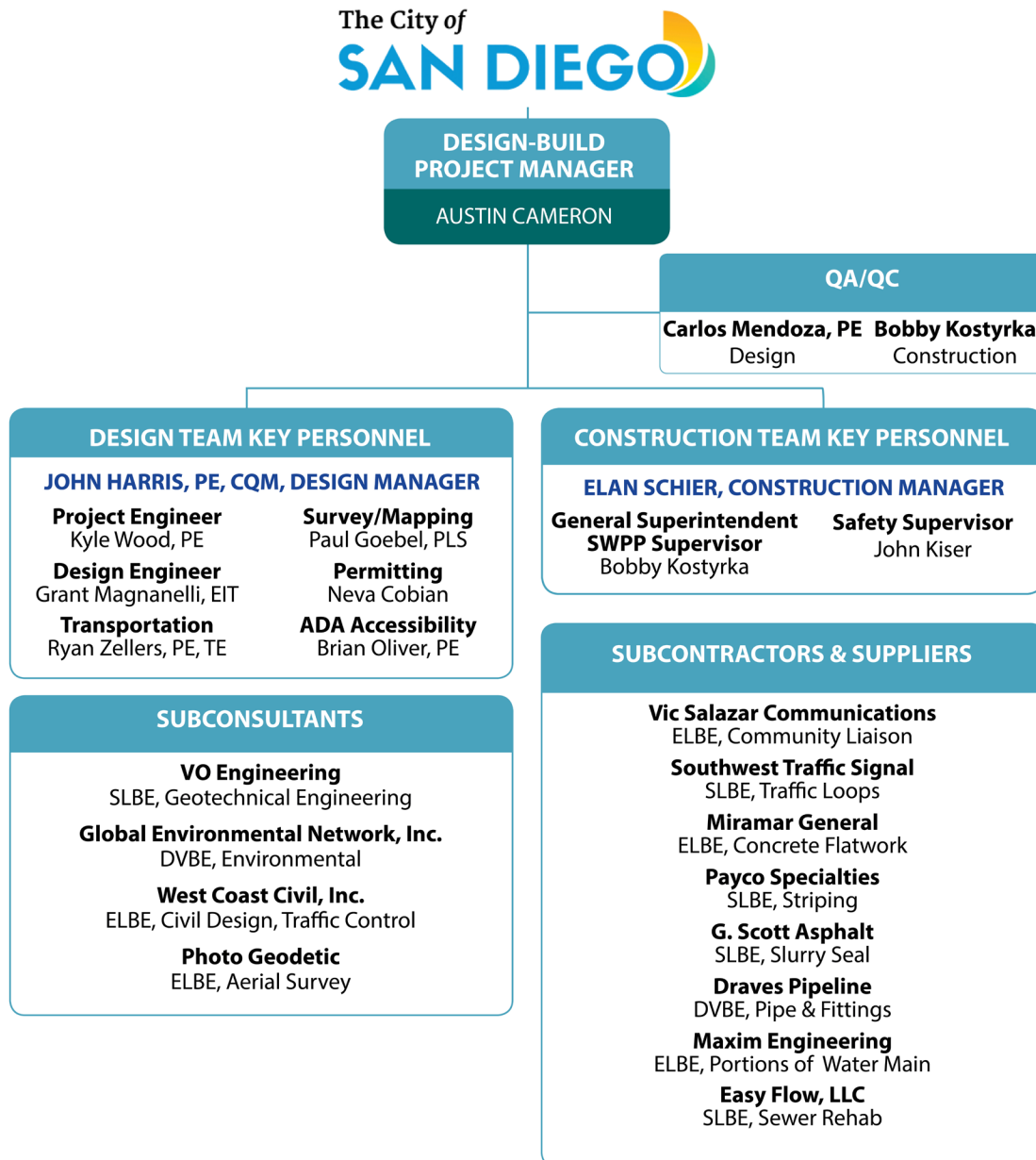
in place in San Diego County.



4. PROJECT TEAM

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

UPDATED ORGANIZATION CHART



4.1 Changes to Key Personnel

Kyle Wood, PE, has replaced Karl Meier as Project Engineer, Grant Magnanelli, EIT, has replaced Kyle Wood as Design Engineer, Brian Oliver, PE, has replaced Robert Gehrke for ADA Accessibility, and Paul Goebel, PLS, has replaced Kris Scott as Design Surveyor.

KEY PERSONNEL

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

AUSTIN CAMERON (TC)	DESIGN-BUILD PROJECT MANAGER
<p>Years of Experience: 28</p> <p>Certifications/Registrations CA Contractors License, #402459</p> <p>AGC Construction Supervisor</p> <p>OSHA Certified Competent Person, Confined Space Awareness, 10-Hour Certified Construction Safety and Health</p> <p>Education: BA, Business Administration</p> <p><i>“The TC and Michael Baker team are good communicators and are transparent with any changes with the plans.”</i> — Sarah Chavez CITY OF SAN DIEGO</p>	<p>Austin will act as the TCDB Team liaison to ensure that the City’s needs and expectations are clearly understood and communicated to the project team. He will provide oversight to the team and facilitate the building of relationships between all parties, foster the growth of the MACC program and encourage direct client-consultant communication. Austin will ensure our team has the resources necessary to provide the City with the best project value.</p> <p>Responsibilities include:</p> <ul style="list-style-type: none"> • Overall management supervision of the TCDB Team • Contract negotiations with the City and the design and construction team • Project master scheduling and budgeting • Cost estimating • Value engineering • Attend regularly scheduled meetings with the design team • Operational, logistical, and constructability reviews • Construction phasing and staging • Design drawing review • Performance of subcontractors and equipment suppliers • Conformance to project specifications • Coordination with affected communities, agencies, and utility services

Qualifications: 28 years of experience managing the construction of water and wastewater pipeline projects, as well as integrating the efforts of design and construction professionals for the efficient and successful delivery of design-build infrastructure improvement projects.

Austin’s project experience includes:

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



ELAN SCHIER (TC)

Years of Experience: 16
Certifications/Registrations
AGC Construction Supervisor;
Certificate of Training in
SWPP, Managing Delays,
Acceleration and Inefficiency;
SSPWC Greenbook Principles;
City of San Diego Traffic
Control Plan Preparation;
Primavera Planning/Scheduling

CONSTRUCTION MANAGER

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

Responsibilities include:

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

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

Elan's project experience includes:

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

BOBBY KOSTYRKA (TC)

Years of Experience: 18
Certifications/Registrations
AGC Construction Supervisor,
Construction Law, PM; OSHA,
Certified Competent Person,
Confined Space Awareness,
OSHA 10 Hour; QSP Certified;
SWPP Certified

**GENERAL SUPERINTENDENT, QA/QC,
SWPP SUPERVISOR**

Bobby will coordinate construction crews, subcontractors and in-house construction services.

Responsibilities include:

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

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

Bobby's project experience includes:

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



JOHN KISER (TC)

SAFETY SUPERVISOR

Years of Experience: 33
Certifications/Registrations
OSHA 10 Hour and 30 Hour
Construction Safety and Health;
OSHA 40 Hour Safety Training
EM385-1-1; CPR/ First Aid
Training; AGC Safety Training
Fall Protection and Prevention

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

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

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

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

**JOHN HARRIS, PE, CQM
(Michael Baker)**

DESIGN MANAGER

Years of Experience: 40
Certifications/Registrations
Civil Engineer, CA, 38217
Education:
MS/BS, Civil Engineering
Design-Build Workshop,
2008, EGCA

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

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

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

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



<p>KYLE WOOD, PE (Michael Baker)</p>	<p>PROJECT ENGINEER</p>
<p>Years of Experience: 8</p> <p>Certifications/Registrations Civil Engineer, CA 87275</p> <p>Education: BS, Civil Engineering</p>	<p>Kyle will provide design support and ensure that Facility Design Guidelines are upheld in the design process. He will also work with the City and TC throughout the design and construction processes. Responsibilities include:</p> <ul style="list-style-type: none"> • Coordinating with utility companies during the plan check process to identify any conflicts • Manage day-to-day design activities • Coordinating with TC and design subconsultants • Interface with City Public Works and PUD staff
<p>Qualifications: Experience in sewer and storm drain inspections and evaluations. Mr. Wood works closely with Michael Baker’s pipeline assessment group in sewer and storm drain database management, pipeline assessment, pipeline repair and cost estimating. He has evaluated and reviewed over 100 miles of sewer and storm drain pipelines.</p> <p>Kyle’s project experience includes:</p> <ul style="list-style-type: none"> • City of San Diego La Jolla Scenic Drive Pipeline Project • Rancho California Water District, Sewer Video Survey and Condition Assessment • City of Avalon, Sewer Collection System Rehabilitation and Repair Program • City of El Cajon, Sewer System Inspection, Repair and Rehabilitation Program • City of San Diego Sewer and AC Water Group 778 • City of San Diego Sorrento Mesa Recycled Water Pipeline Extension • City of El Cajon, CMP Storm Drain Pipe CCTV Inspection/ Condition Assessment 	
<p>GRANT MAGNANELLI, EIT (Michael Baker)</p>	<p>DESIGN ENGINEER</p>
<p>Years of Experience: 2</p> <p>Certifications/Registrations Engineer-In-Training 160372</p> <p>Education: BS, Civil Engineering</p>	<p>Grant will provide design support and ensure that Facility Design Guidelines are upheld in the design process. He will also work with the City and TC throughout the design and construction processes. Responsibilities include:</p> <ul style="list-style-type: none"> • Design development including plan and profile alignments, pipeline calculations, separation criteria, surface restoration, and project phasing • Coordinate with the City and TC on design changes and comment resolution • Update and maintain schedule for design submittals
<p>Qualifications: Experience in sewer and storm drain inspections and evaluations. Mr. Magnanelli previously worked for the City of San Diego, as a Junior Civil Engineer from 2017-2019.</p> <p>Grant’s project experience includes:</p> <ul style="list-style-type: none"> • City of San Diego La Jolla Scenic Drive Pipeline Project • City of San Diego Sewer and AC Water Group 778 • City of San Diego Design of Murphy Canyon Road Trunk Sewer • City of Vista Vista Village Drive Trunk Sewer Improvements Design/Build 	



**CARLOS MENDOZA, PE
QSD (Michael Baker)**

QA/QC

Years of Experience: 26

Certifications/Registrations
CA, Professional Engineer -
Civil, 2001, 60470

Education:

B.S., Hydrology and Water
Resources, University of
Arizona

~B.S., Civil Engineering SDSU

MBA Business Administration,
California State University, San
Marcos

Carlos is a highly experienced wet utility designer and leader in Design-Build pipeline project delivery. His experience includes nine years in public service; he understands client challenges and team solutions. His design-build (DB) leadership includes presentations at ASCE Pipeline, SD Chapter and WEFTEC National Conference on Progressive-Design-Build (PDB). Carlos managed eleven projects that won awards at the local, regional, and national level of ASCE and APWA, seven of them for the City.

Responsibilities include:

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

Carlos' project experience includes:

- City of San Diego As-Needed Engineering Services
- City of San Diego Sewer and AC Water Group 778
- City of San Diego Water and Sewer Group Jobs 790, 921, 922, 925, Catalina Pipeline
- City of San Diego La Jolla Country Club Reservoir and Pump Station
- City of San Diego La Jolla Scenic Drive Water & Sewer Pipeline
- City of San Diego 48-Inch to Dual 42-Inch Siphon Harbor Dr. Emergency Sewer Rehab
- Vallecitos Water District. Linda Vista East Trunk Sewer Upsize and Realignment
- York Drive Sewer Replacement Project (Vista, CA)

**NEVA COBIAN
(Michael Baker)**

PERMITTING

Years of Experience: 28

Certifications/Registrations
Professional Land Surveyor, CA

Education:

Coursework, Boundary
Control/Geodetic Survey

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

Responsibilities include:

- Preparation of submittal packages for the City, MTS, and any third party utilities
- Processing plans

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

- City of San Diego 69th and Mohawk Pump Station and Pipelines
- City of San Diego MACC TO 1: Group Job 946 and 949
- Padre Dam ESA Secondary Connection, 3 Caltrans Enchroachment Permits Processed



COMMITTED KEY SUBCONTRACTORS AND SUBCONSULTANTS

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

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

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

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

West Coast Civil, Inc. (WCC) is an emerging disadvantaged business located in southern California. It specializes in a wide variety of Projects, including water / wastewater, public works, storm water, and ADA compliance. WCC is committed to growing communities' awareness of sustainable, safe, and prudent infrastructure. WCC strives to assist its clients in developing sustainable cost-effective solutions that benefit the community.



Community Liaison

City of San Diego
Certified ELBE



Environmental

California Certified
DVBE



City of San Diego
Certified ELBE

Photo Geodetic Corporation (Photo Geodetic) is proud to be certified as an Emerging Local Business Enterprise (ELBE) with the City of San Diego. As an ELBE contractor Photo Geodetic is in compliance with the City’s goal of promoting equal employment and subcontracting opportunities. With these certifications and our dedication to serving our community Photo Geodetic can help your company with securing contracts with your local City, County and State Agencies.



Aerial Mapping

City of San Diego
Certified ELBE

VO Engineering (VO) is a geotechnical engineering firm with 26 years of experience. Responsibilities include management of geotechnical engineering divisions; laboratory and field testing during design and construction phases; and analyses with state-of-the-art geotechnical and geoseismic computer software. Consulting services have been provided for municipalities, power and utility, telecommunication, public works, institutions, commercial, and residential developments, as well as forensic projects. Experience includes:



Geotechnical Engineering

City of San Diego
Certified SLBE

- City of San Diego MACC TO 1 Group Job 946 & 949, Fox Seismic Retrofit, Fletcher Building Remodel, Torbati Parking Structure Expansion
- City of Carlsbad College Avenue Potable Water Line
- City of Encinitas Sewer Improvements

OTHER SUBCONTRACTORS GIVEN THE OPPORTUNITY TO JOIN OUR TEAM	
YBS Concrete	Pavement Recycling
Amerivet Contracting	Pavement Coatings Co.
American Asphalt South	Mcgrath Consulting



5. TECHNICAL APPROACH AND DESIGN CONCEPT

5.1 Proposed Design Concept

Installation of potable water mains and sewer mains within well-developed areas of the City requires a coordinated plan to address the major technical elements associated with the project. The scope of work for **AC Water and Sewer Group 1053** will require this work to be performed in primarily residential zones, adding the challenge of coordinating construction to minimize impacts to the local community. Furthermore, the design-build delivery method selected for this project will facilitate the necessary coordination among disciplines to ensure a successful project.

We have learned a number of lessons from previous projects involving installation of both water and sewer within the same street. First among these lessons is that design for the entire project should be completed fully before the project moves to construction. Phasing of design in pursuit of “piecemeal” plan approvals leads to more reviews from City staff and outside agencies. This allows the possibility of changing staff to lead to inconsistent comments or direction and ultimately may hinder construction. We intend to utilize our experience with City staff and understanding of their needs and preferences to anticipate potential review comments and mitigate them prior to the 60% and Final submittals. **Our design schedule includes a Concept Design Workshop with City staff and interested stakeholders to gather consensus on the design prior to moving forward to the 60% stage of the project.** Cooperative understanding of the project is vital for maintaining schedule and minimizing scope changes.

Another lesson learned is that tailgate constructability reviews during the 60% design preparation process are a necessity to ensure that the design team and construction team fully understand conflicts and design issues that will impact construction. The design team will meet with Superintendent Bobby Kostyrka and his team in the field to go over these items and identify any items that may impact project schedule.

We have identified a number of design elements and challenges for installation of the water and sewer mains. The following sections will detail some of the key challenges and our solutions.

The TCDB team will engage in tailgate constructability reviews during the 60% design preparation process to ensure that the design team and construction team fully understand conflicts and design issues that may impact construction.

Design of Water Mains

The design approach for the water aspect of **AC Water and Sewer Group 1053** involves the replacement of over 15,000 LF of 2-, 4-, 6-, 8- and 12-inch water main. Our primary goal is the replace all of these mains with 8- and 12-inch mains within the same trench to eliminate the need for abandonment of existing mains while also facilitating removal asbestos cement pipe (ACP) from City right-of-way.

Our approach relies on a comprehensive understanding of the project area and the need to maintain service to the residences adjacent to the project through construction. It is our recommendation to use cut-in tees which reduce the number of cut and plugs needed allowing critical portions of the system to remain in service. **Maintaining service through construction whenever possible is a**



top priority as service interruptions create a major inconvenience for residents and can create a negative public perception for the City.

Locations that have been identified for cut-in tees and crosses include the intersections of: National Avenue & 35th Street, National Avenue & 36th Street, and National Avenue & 38th Street.

40th Street Bridge Crossing

Per the as-builts for the 40th Street bridge that crosses the Chollas Channel north of Z Street, an 8-inch pipe is hung below the bridge deck.

The TCDB team intends to replace the pipe in-place using new ductile iron pipe as well as hangers and sway braces similar to our recently completed Civic Theater Water Line Emergency Repair Project. Below are details for the pipe hangers and sway braces.

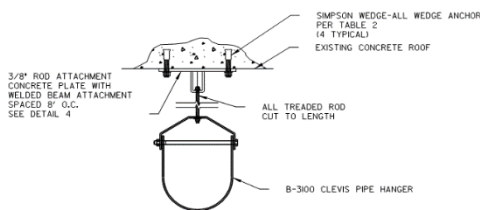


Figure 1 Pipe Hanger Detail

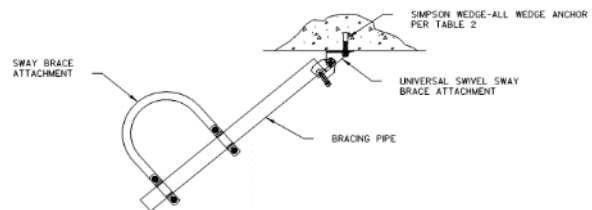


Figure 2 Sway Brace Detail

Testing of the strength of the concrete may be required for sizing of pipe hangers, wedge anchor bolts, and associated structural components.

An alternative approach that will be evaluated during design would be to hang the pipe on the side of the bridge similar to the detail indicated to the right. This approach has been successful on a number of projects completed by TC and Michael Baker both in tandem and separately, including segments of the aforementioned Civic Theater Water Line Emergency Repair Project.

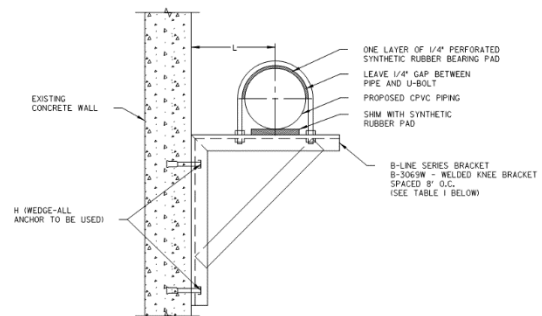
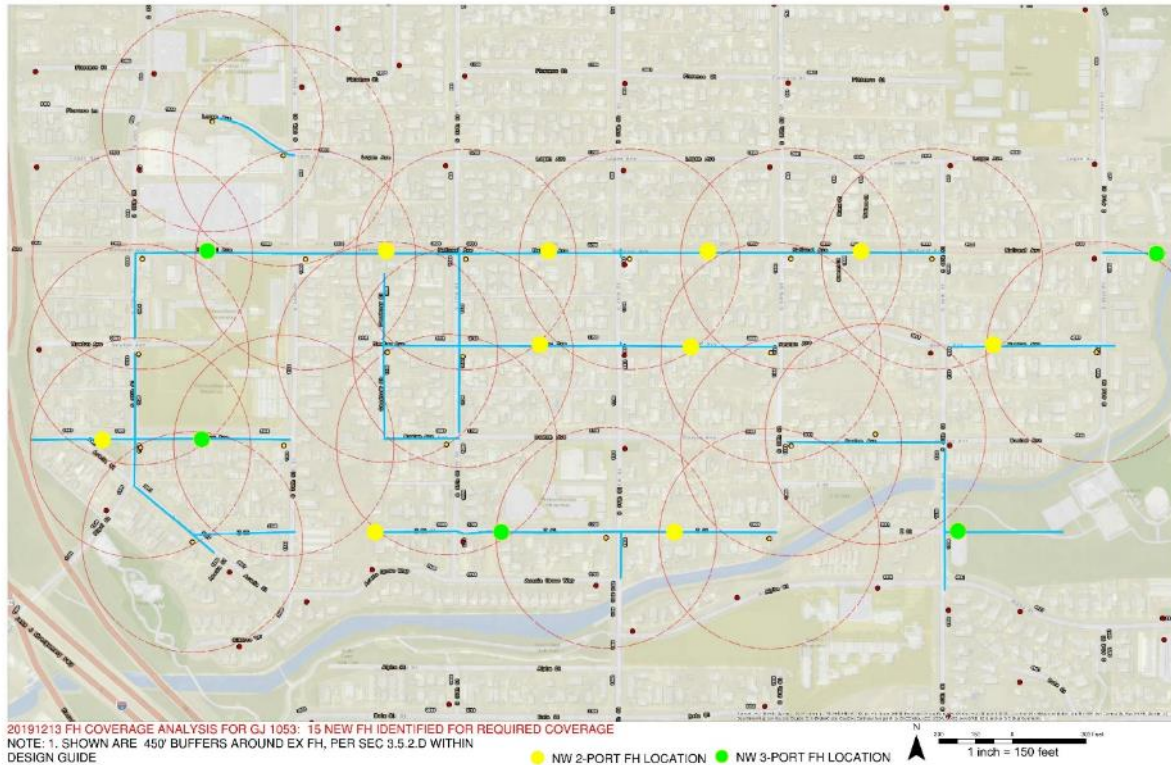


Figure 3 Alternative to hang pipe on side of the bridge

Fire Hydrants

Preliminary analysis of the fire hydrant spacing in the project area has concluded that fire hydrant spacing in the area is inadequate. Residential areas with single-family homes require 450 feet of separation for hydrants. Commercial and multi-family residential zones require 350-foot separation. New hydrant locations will be incorporated to provide adequate hydrant spacing. The figure below identifies potential areas for new 2- and 3-port hydrants.



Air Valves and Blow Offs

Air valves and blow offs will be installed at high points and low points throughout the alignment respectively per Section 3.5.2 of the City of San Diego Facility Design Guide. One-inch air valves and two-inch blow offs will be installed on the 8-inch and 12-inch mains within the project area. Based on preliminary investigation of the site, there are existing hydrants at or near several of the high and low points in the system, which will eliminate the need for additional valves.

Design of Sewer Mains

Sewer replacement will be performed on over 10,000 LF of existing sewer main as noted in the RFP. All sewer improvements will be designed in accordance with the City’s sewer design manual, approved materials list and 2018 City of San Diego’s Standard Drawings for Public Works Construction.

New SDR 35 pipe is proposed for the sewer main installations, though depth of cover and pipe loading will be evaluated in each situation to confirm this strength classification. Several segments of sewer main have been identified as SDR-26 pipe due to depth of cover. We will work with the City to provide sufficient documentation to allow sewer laterals to be connected to the sewer at a depth exceeding 15 feet where required. Pipe bedding will be 3/8-inch rock throughout the pipe zone and if groundwater is present, the pipe zone shall be dewatered and encased in filter fabric.

Trenchless/Rehabilitation

Nearly 1,000 LF of 8- and 12-inch sewer will be rehabilitated within easements through private property. We will work with the homeowners to allow access to manholes located in backyards for the mains to be rehabilitated between 36th Street and Goodyear Street. All rehabilitation work will be performed in accordance with Section 500 of the WHITEBOOK. CCTV inspections will be used to determine the extent of the repair work and if any external point repairs are necessary. The process used to rehab the existing mains will be CIPP.

Locations of Deep Mains

Portions of the sewer mains at corner of 36th Street and Newton Avenue are currently supported by concrete cradles due to the depth of the mains at the intersection. The hydraulic predesign calculations provided in the bridging documents indicate that the sewer will be lowered even more to increase the slope of a sewer main upstream (L9 in the pre-design map) to 1.00%. The proposed design will be to install SDR-26 pipe at this location due per Zone B as called out in SDS-101 of the 2018 Standard Drawings. A soil report will be developed to determine whether the minimum existing soil conditions listed in Note 1 of SDS-101 are met in this area to allow for standard SDR-35 pipe.

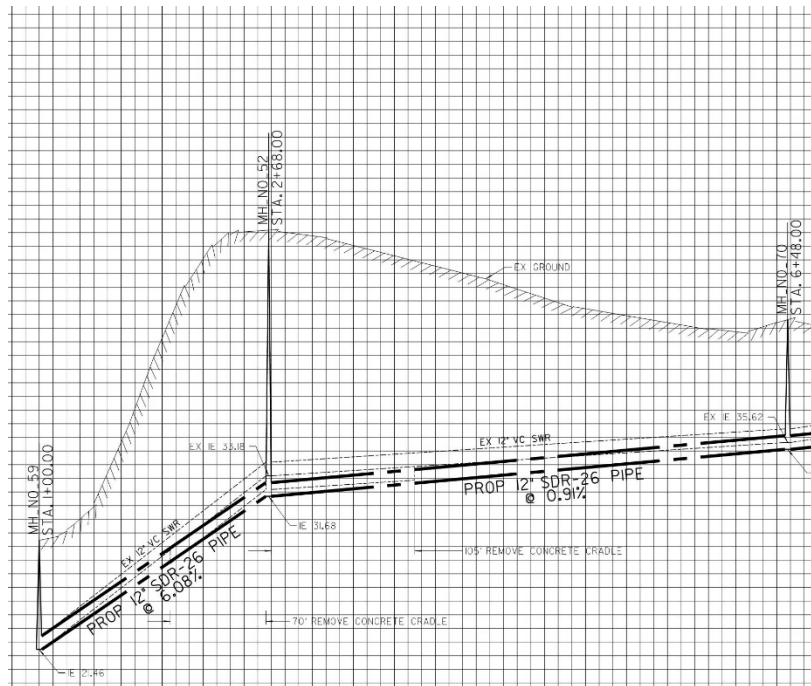


Figure 4 Design Concept for Newton Avenue and 36th Street

Manholes slightly exceeding 15 feet are indicated at the upstream and downstream ends of the sewer mains to be replaced on 41st Street as well as the downstream end of the replacement in the alley between National Avenue and Newton Avenue. Mains connecting to these manholes may be required to be installed as SDR-26 pipe. Any laterals connecting to SDR-26 sewer main will also be noted as SDR-26.

Southcrest Recreation Center Easement Sewer

Sewer main L61 noted in the Pre-Design Sewer Map is located within an easement at Southcrest Recreation Center and is located below the baseball fields. The downstream manhole is buried and as-builts seem to show that it is an intentional design choice as the rim does not meet the existing ground shown. The manhole was also not found during the preliminary site investigation. The

manhole can be located through several means including CCTV or metal detection. The manhole ties the existing 8-inch vitrified clay (VC) pipe to a 24" trunk sewer.

As-builts indicate that the mains in this area are situated in an existing 12-foot easement on the recreation center property and through 1290 and 1294 Keeler Court which appear to be undeveloped. A 90-foot segment of pipe in the easement is located within a steep embankment adjacent to the park. The slope of this segment is over 37% with two cutoffs installed at 30' foot intervals. Replacement of this segment may require three cutoff walls to meet current standards.



Figure 5 Manhole upstream of segment L61

All of the manholes within this easement between Keeler Court and Southcrest Recreation Center are located in undeveloped land or are difficult to access, which creates a challenge for maintaining these sewer facilities. As an alternative approach, we have identified a potential relocation that would move these facilities into City right-of-way for greater accessibility.

This approach redirection of the flow from the manhole south of Keeler Court towards an existing sewer main at the intersection of 41st Street and Alpha Street. There is sufficient fall between the two manholes to meet the minimum 1% slope prescribed in the Sewer Design Guide.

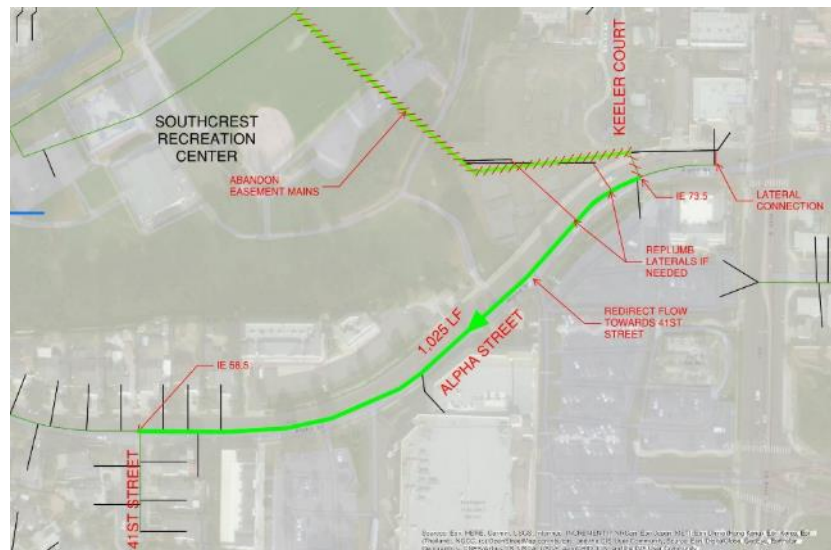


Figure 6 Relocation alternative on Alpha Street

One lateral would need to be reconnected to the existing main south of Keeler Court. Two other laterals originating in the undeveloped lot west of Keeler Court may need to be replumbed to connect to the new main on Alpha Street, though the existence of these laterals would need to be determined in the field. The laterals connecting to the existing mains in Alpha Street would be replaced to the property lines and lowered to connect to the new main. Three manholes would be installed or replaced along the new alignment to satisfy standards for manhole spacing.

The existing mains located in the 12-foot easement would be abandoned per City of San Diego standards and Whitebook specifications.

Relocation of the manhole in the park will offer the City long term benefits of increasing accessibility for maintenance and ease of future replacements which would likely outweigh the short term investment.

The TCDB team will work with City staff including operators early in the project to evaluate whether this alternative is feasible and suits the needs of the City and residents served by these facilities. Overall, the relocation may add cost to the project due to the added abandonment work, lateral installations, and any incidental improvements. However, the long term benefits of increasing accessibility for maintenance and ease of future replacements would likely outweigh the short term investment.

Major Equipment to be used:

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

Additional Quantities

We have identified the following additional quantities required for the project’s successful completion:

- 1) Additional Bedding – 880 CY
- 2) Imported Backfill - 3,600 TON
- 3) Asphalt Pavement Repair - 6,250 SF
- 4) Additional Curb & Gutter - 700 LF
- 5) Additional Sidewalk Removal & Replacement - 3,500 SF
- 6) Additional Pavement Removal & Disposal - 120 CY

5.2 Other Design Elements

5.2.1 Traffic Control Approach

This plan will also be developed in conjunction with the phasing plan. Traffic control elements such as road closures, lane closures, alley closures, no parking zones and sidewalk closures will

be developed with the assistance of the City’s Traffic Department and the Field Engineering staff. All traffic control plans will be submitted through Field Engineering as 11x17-inch sized shop drawings. Traffic control plan elements will also consider impact to the nearby schools.

Many of the streets in the area are narrow, residential streets that will likely need to be closed to through traffic. A detour plan will be developed in conjunction with the traffic control plans to allow circulation of traffic through the Southcrest neighborhood. Access will be maintained for residents during road closures.

We will work with Emerson/Bandini Elementary School, San Diego Cooperative Charter School 2, and Cesar Chavez Elementary School to schedule construction and traffic control on nearby streets to avoid pickup and drop-off times.

5.2.2 Locations Where Water and Sewer Separation Will Not Be Met

The California Water Resources Control Board Department of Drinking Water (DDW) and the City require that new water mains are to be constructed a minimum of 10-feet horizontally (measured from outside of pipe to outside of pipe) from any parallel pipeline conveying non-potable flow. However, the DDW will review design plans on a case-by-case basis that show a new water main to be constructed less than 10-feet but greater than 4-feet from a parallel pipeline conveying storm drainage or sewage provided the new water main is constructed with alternate construction criteria, such as using DR 14 rated pipe. We understand that the City requires such designs to receive approval from DDW before being allowed to be constructed on any project and TCDB Team has been successful in receiving such approvals in the past.

Based on available as-built information, several of the parallel water and sewer mains were installed 10 feet center line to center line. This does not meet current standards for separation, which requires 10 feet minimum between the outside of each pipe. Below is a table of locations that we anticipate will require a waiver from DDW and the special design that will be required to mitigate any concerns.

Street	Water Main Diameter (in)	Separation from Sewer (ft)	Footage of Parallel Main	Solution
Goodyear St	8	10	650	Install Class 305 pipe
S 37th St	8	10	300	Install Class 305 pipe
Boston Ave	8	10	300	Install Class 305 pipe
National Ave (39th St to 40th St)	12	10	660	Evaluate whether water can be relocated to provide 10’ of separation due to the width of the street.
National Ave (36th St to 38th St)	12	10	1,050	Evaluate whether sewer or water can be relocated to provide 10’ of separation due to the width of the street.

5.2.3 Phasing and Coordination with Adjacent Projects



As with most priority replacement projects, coordination will be one of the most crucial factors in a successful project delivery.

Our team understands that new projects are constantly being kicked off under the City’s Capital Improvement Program. We will use the City’s online CIP Tracker to identify any new projects throughout design and construction to identify potential future conflicts regarding resurfacing, traffic control, highlining, etc. There are several projects that are scheduled to improve curb ramps in the area. We will work with the following project managers to identify schedule and work to be done at specific locations identified in the bridging documents including curb ramp installation and resurfacing.

- Sheila Bose – Southcrest Green Infrastructure
- Jaime Ramos-Bañuelos – AC Water Group 1012
- Ali Alaeipour – National Ave (32nd to 43rd) UUD

Several of the paving moratoriums in the project area identified in the City’s online CIP tracker are due to end prior to the start of **AC Water & Sewer Group Job 1053**. However, there are overlay and slurry seal projects that have been completed recently and have triggered moratoriums that overlap with this project’s contract duration.

Following is a matrix identifying these conflicts and our proposed solution:

Project	Location	End of Moratorium	Solution
GS Streets – Overlay	35 th Street between Newton Avenue and National Avenue	May 2022	Our phasing plan will consider this moratorium and push work towards the end of the project schedule.
GS Streets – Slurry	National Avenue between 35 th Street and 38 th Street	May 2021	We do not anticipate much overlap between the start of construction and the end of this moratorium.
AC Paving Group 1601	41 st Street between National Avenue and Logan Avenue	October 2023	We anticipate that this moratorium will extend through most of if not the entire project duration. We will work with the City Project Management team to pursue a waiver for the construction of the proposed sewer main on 41 st Street and the water main at the National Avenue intersection.

We will continue to monitor the City’s online CIP tracker and coordinate with DSD throughout the project to identify upcoming projects in the area. Potential conflicts will be discussed as a regular agenda item at progress meetings.

5.2.4 Curb Ramp Design and Installation

Curb ramps will be designed in accordance with the Americans with Disabilities Act (ADA) and in coordination with the City of San Diego’s Office of ADA Compliance led by Fletcher Callanta. Per the ADA Preliminary Engineering Report (PER) developed by Mr. Callanta’s group, there are

62 ramps that are expected to be upgraded to current standards. That total does not include locations where coordination with conflicting projects will be required to determine which project will install ADA upgrades. The other projects identified include the Southcrest Green Infrastructure project, AC Water Group 1012, and the National Avenue UUD project. We will work with the project managers on these projects to understand the schedule of construction to determine which project would be best suited to complete the work.

Based on the PER, 13 locations have been identified for special design requiring enlarged and scaled details. Michael Baker's survey department will perform detailed survey to identify existing elevations at strategic points of the existing ramps so that the design of the new ramps and facilities can seamlessly tie into the existing infrastructure. Our goal is always to design the ramps to meet any slope, cross-slope, and landing requirements based on ADA Compliance standards. We also understand that there are times where these standards cannot be met due to steep road grades or obstructions from existing features such as power poles or storm drain structures. Where standards cannot be met, we will work with Mr. Callanta's group to submit a design deviation request as a last resort. Curb ramp details will be drafted in accordance with 2018 City of San Diego CADD Standards and will provide a planview with construction notes, profile of the top of curb, and horizontal and vertical alignment reports to allow for accurate staking.



Figure 7 Intersection of Newton Avenue and 36th Street where non-standard ramp and potential design deviation may be required

5.2.5 Storm Water Pollution Control Best Management Practices

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

Water pollution control plans (WPCP) will be prepared for the entire project site to show the location of existing drainage facilities, direction of flow and proposed BMP measures. Given that the site is located within the Chollas, El Toyon Watershed management area, the TCDB team anticipates that a low-priority WPCP will be required. TC crews will perform street sweeping on a routine basis and in advance of all forecasted rain events, as well as address comments from City inspectors during the monthly/quarterly inspections to comply with the City's 2018 Storm Water Standards.

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

5.2.6 Subsurface Investigation and Geotechnical Work

Geotechnical work will be performed by our SLBE subcontractor, **VO Engineering**. VO will perform four borings within the project area to cover any geologic characteristics within the large project footprint. Borings will be taken at four locations throughout the project area to determine the soil characteristics near deep mains and in the case that mains need to be relocated. The soil characteristics will determine the pipe thickness for mains in Zone B as noted in standard drawing SDS-101. The borings will also determine groundwater levels for any pumping that may need to occur, which will aid in the development of a Batch Discharge Plan if required.

5.2.7 Required Permits, Plan and Timeline

We anticipate that a Batch Discharge Permit will be required if groundwater is encountered during excavation of sewers greater than 15 feet in depth. A Batch Discharge Plan will be developed in coordination with the Public Utilities Department to identify locations for discharge and maximum allowable flows. The plan will be developed in conjunction with the 60% and Final plans. We estimate that the permit will be obtained within a week of the planned discharge.

While nightwork is not anticipated, there may be instances that require water main shutdowns at night to install connections to the existing water mains. A noise permit will be required for any nightwork that is required. The noise permit can be obtained within a matter of 48 hours, but outreach to the community will take place in the months leading up to construction.

5.2.8 Required Work within Easements

Work within the 12-foot easement between Southcrest Recreation Center and Keeler Court is described in Section 5.1.



Figure 8 Lot containing one of the manholes to be accessed for rehabilitation work

Rehabilitation of sewer mains between 36th Street and Goodyear Street will involve significant coordination with homeowners and residents to ensure that rehabilitation crews are able to access manholes on private properties. The TCDB team has extensive experience working with residents to replumb sewer laterals and install CIPP liners. Based on the pre-design map, there are four manholes that will need to be accessed on private property to rehabilitate the segments in this area. Our goal will be to utilize the more

accessible manholes on Newton Avenue and Goodyear Street for staging and insertion of the liner.

All lateral connections will be reconnected and top hats will be installed to create a seamless connection between the lateral and the liner.

A short segment (L23 in the pre-design map) will be replaced and a new cleanout will be installed at the existing upstream dead end. Based on preliminary investigation of the site, the sewer main appears to be located beneath or adjacent to fencelines. We will work with the property owners to preserve or replace fence lines during construction.

Rehabilitation of the easement sewer south of Boston Avenue (L57 in the pre-design map) will involve insertion of the liner from the accessible upstream manhole in Boston Avenue. The downstream manhole appears to be located in the backyard of 3963 Boston Avenue. We will work with the property owners to gain access to the manhole for any work involved in the lining of the pipe as well as rehabilitation of the manhole.

5.2.9 Implementation of the Buffered Bike Lane Conceptual Plan

Striping plans will be developed in accordance with the Revised Buffered Bike Lane Conceptual Plan provided in the bridging documents as of Addendum 3. We will coordinate with City Planning Department staff for approval of the final striping plans. Meeting with the local community and business owners will be a critical measure towards implementation as the plan indicates that some parking will be eliminated on National Avenue where the bike lanes shift towards the curb to accommodate left turn lanes at intersections.

6. PHASING PLAN

6.1 Proposed Phasing Plan

Based on recent experience with City of San Diego projects under the MACC, we understand that the City would like to move forward from design to construction quickly. The RFP for this project makes that abundantly clear as the design deliverable is a two phased approach: 60% and Final Design. We have also determined from our experience that a phased approach may get a portion of the project to construction quickly, but creates multiple review cycles for the City and outside agencies. We understand that agencies such as DDW and SDG&E would rather review the entire project design as a whole. This also allows the designer to be fully dedicated to construction support services once the project has been approved for construction. Our team knows to expect the unexpected when working in the field as we have navigated our way through construction changes to mitigate surprises that arise during construction.

Since sewer is the deepest utility, all sewer mains and laterals will be constructed in advance of the water mains. Sewer mains in and around schools will be scheduled for construction during summer and winter vacation periods to minimize disruption. For the remainder of the sewers, work will generally begin at low points and outfall locations and work will proceed towards the higher elevations. Detailed phasing plans will be developed during the 60% design phase in conjunction with City input and any preferences based on the cut and plug plans.

For all phases of work there will be a separate service lateral and appurtenance crew that finishes up the previous phase after the mainline crew moves on.

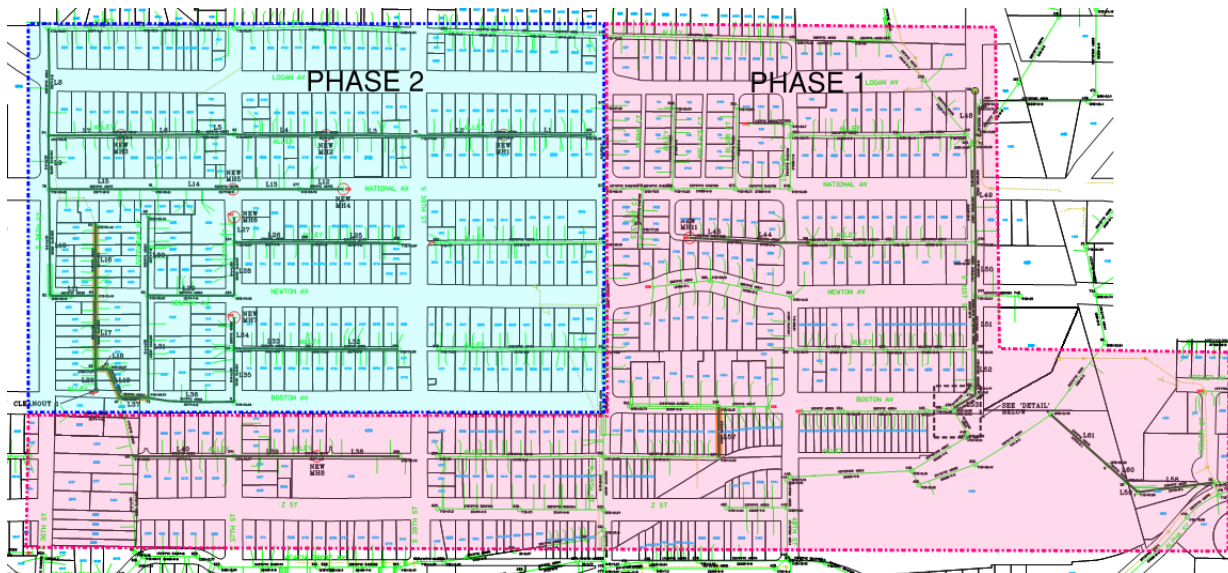


Figure 9 Sewer Phasing

The sewer will be split into two primary phases to group a cluster of connected mains in the northwest segment of the project. The remaining segments will be grouped as another phase of sewer installation. The northwest segment will be the second phase as several of the mains in the area parallel water mains that will be replaced. This will allow construction of the water mains to

directly follow installation of the sewer mains. The sewer mains in Phase 1 have very little overlap with the water mains to be constructed as part of this project, so resurfacing can move forward once the mains have been installed. Rehabilitation work will be performed independently of the two phases.

Phasing for water main construction can be found in the following section.

6.1.1 Water Highlining Plan

The highlining plan will consider the locations of all services within the project area and identify the nearest existing hydrant to connect to for each block that is under construction. Areas of replace-in-place that provide service to hydrants and fire services will be required to be monitored by a watchman to ensure that emergency services are provided if necessary. TCDB and the Community Liaison will provide sufficient notice to the local fire department and affected businesses in these situations so arrangements can be made well in advance.

We have identified four phases of highlining for replacement of the water mains as shown below.



Figure 10 Highline Phasing

6.1.2 Phased Paving Plan Including Restriping

The phased paving plan shown below combines the sewer phasing with the water highlining plans. The first two phases would involve paving of streets consisting of only sewer construction. The third phase includes the paving on National Avenue to follow installation of the parallel water and sewer mains. Our goal is to minimize impact to this corridor and expedite the striping of the buffered bike lanes. Phase 4 includes the remaining streets involving parallel water and sewer. The remaining phases consist of the paving relating to the remaining water phases.

PHASE LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5
- PHASE 6

**RESURFACING
LEGEND**

- OVERLAY
- SLURRY 1/2
- SLURRY 2/3
- PCC REPLACE
- TRENCH CAP

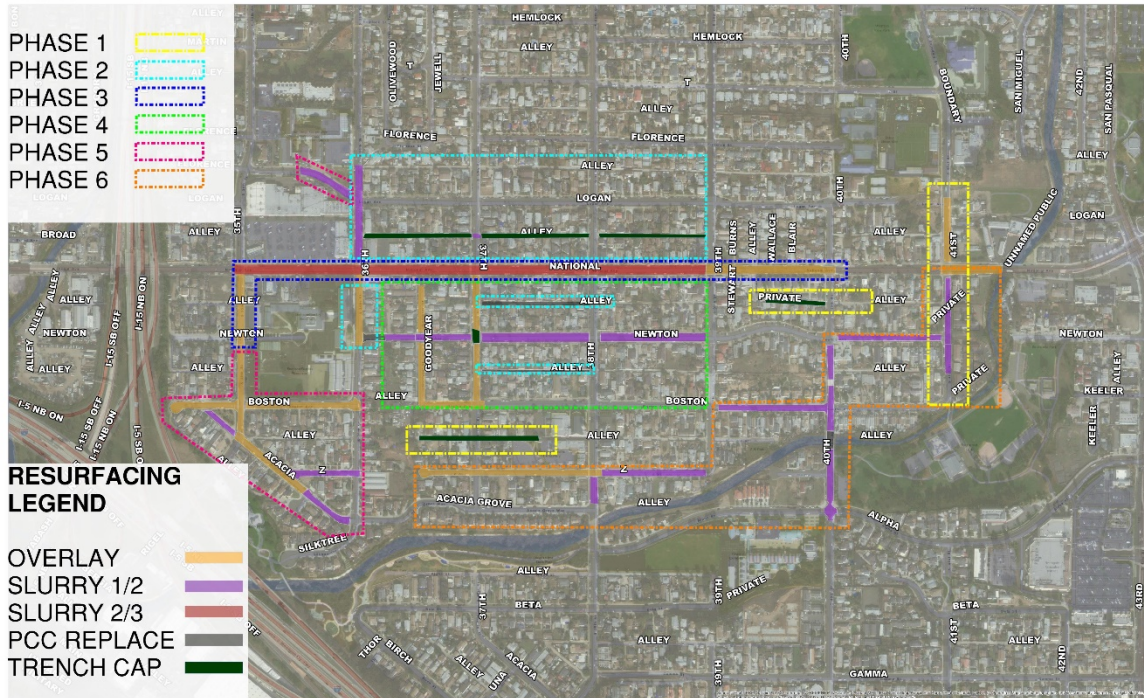


Figure 11 Phased Paving Plan

6.1.3 Phasing of Construction Activities

Detailed project phasing will be developed during the Pre-design assessment. Before any phasing is finalized the TCDB Team will meet with the RE and City PM team to discuss project phasing and take input and recommendations from City staff, and devise a mutually acceptable final phasing plan. We anticipate that the phasing plan will closely follow the highline phasing plan outlined in Section 5.2.7. Our surface restoration and ADA upgrades crews will follow behind the pipeline crews to immediately complete the work for each paving phase.

7. Construction Plan

7.1 Proposed Construction Plan

Construction of the **AC Water & Sewer Group Job 1053** will require an integrated approach of the TCDB Team, City OPS staff, and City Field Engineering. While the project is mostly linear, it will require coordination and look-ahead planning. This, combined with the experience gained on similar projects, allows for a successful outcome.

The TCDB Team Construction Plan includes a number of key elements that will be employed to expedite the completion of the project and minimize impacts to the community. Specific construction elements include:

7.1.1 Construction Approach and Methods

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

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

We understand the importance of these pre-construction activities and will have them completed at the same time as the design plans are approved for construction. Through the process of constructing several MACC task orders (GJ 949, GJ 946, Sorrento Mesa Recycled Water Pipeline Extension, GJ 1016, etc.) the TCDB Team has learned many valuable lessons that will aid in a smooth start and quick transition through design and construction. **Based on previous and on-going projects, we have learned that splitting the project into multiple design phases does not necessarily expedite the process of moving forward to construction. Separate design phases increase the number of reviews from various City departments and outside utility agencies and hamper the design development process. We will ensure that all design elements are completed for City-wide review in order to avoid an iterative process.**

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

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



TCDB installs deep sewer mains in a residential neighborhood.

7.1.2 Plan for Operation of Facility During Construction

For water mains TCDB crews will install temporary 2-inch highlines above and below ground where necessary to isolate existing systems designated for replacement. The highlines will be disinfected and tested per City guidelines and temporary service transfers will be installed to keep all customers in service. Once highlines and temporary services are complete, crews will cut and plug the existing mains so that the proposed sections of pipelines can be removed and replaced. Cut-ins will be utilized to reduce the amount of highlining necessary for adjacent streets and minimize service interruptions for branch lines. Work will usually be performed during the hours of 8:30am to 3:30pm. Items such as cut and plugs, connections and service transfers may be performed at night, if directed by the Resident Engineer to minimize any impact to residents. Night work will be communicated by our Community Liaison and associated noise permits will be obtained if necessary.

7.1.3 General Plan for Functional Testing and Start-up

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

7.1.4 Stormwater pollution control Best Management Practice

The TCDB Team is intimately familiar with the need for, and importance of, installing appropriate BMP's for linear construction projects. We have an outstanding track record for installing and maintaining BMP's on similar City Water and Sewer Group Job projects, and is knowledgeable of the City's specification for storm water and erosion control measures.

Water pollution control plans will be developed for the entire project site to show the location of existing drainage facilities, direction of flow and proposed BMP measures. These plans will be included in the Water Pollution Control Plan (WPCP) that the TCDB's selected DVBE sub-consultant Global Environmental Network will prepare for the project. TC crews will perform street sweeping on a routine basis and in advance of all forecasted rain events.

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

All new employees, regardless of their experience, are required to attend "New Hire Safety Training."

Supervisors receive additional training for Competent Person, Trench and Excavation, Confined Space, CPR and First Aid, OSHA 10 Hour and Storm Water Pollution Prevention Program (SWPPP).

7.1.5 Proposed Safety Program

Safety awareness is the key to a successful project. The TCDB Team has adopted proven



methods that stress the importance of our safety culture. For example, all new employees wear yellow hardhats, registered apprentices wear orange hardhats, while seasoned employees wear white hard hats. This difference enforces the need to pay special attention to these individuals until they are full journeymen in their respective trade.

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

Our program:

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

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

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

7.1.6 Traffic Control Management

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

All traffic control plans will be submitted through Field Engineering as 11x17-inch sized shop drawings. Traffic control plan elements will also consider impacts to businesses in and schools at each map location.

7.1.7 Proposed Emergency Response Plan

A key element of our site specific-safety plan is the Emergency Response Plan. We recognize that there are inherent risks associated with infrastructure construction and a proactive emergency

response is critical to effectively and safely deal with emergency situations. Our project specific emergency response plan identifies the nearest hospital, fire station and police station relative to the project's location and appropriate phone numbers, recommended evacuation routes and possible hazards associated with the project.

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

Other high-risk elements include:

- Traffic control and working alongside busy streets
- Location of overhead and underground electrical lines
- Underground fuel lines
- High volume traffic congested areas
- Work sites with constrained work limits
- Sanitary sewer mains and sewage spills
- Contaminated soil
- Trench shoring
- Equipment failure
- Chemical handling
- Pressure testing operations
- Narrow streets and alleyways

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

7.1.7.1 System for Tracking Questions and Responses

Review comments and questions developed during the course of the project will be logged on a comment spreadsheet for each design submittal. The tracking log will identify the individual responsible for the comment/ question and how the comment was resolved and where in the drawings or specifications the action has been taken. A combined spreadsheet will be developed following the final design approval, which will be used to categorize comments by drawing sheet number or specification section. Data sorting and/or key word searching can then be used to retrieve comments, if needed in the future.

7.1.8 Coordination with Subcontractors and Equipment Manufacturers

Construction coordination between TC's staff and sub-contractors/material suppliers is achieved on every TC project through biweekly field meetings and three-week look-ahead schedule updates.



Long lead time delivery items are noted at bid time and appropriate notations are included in the project schedule. Purchase orders and subcontractor agreements all indicate the delivery and/or expected mobilization and completion schedules. Any adjustment to these schedules is communicated via schedule updates.

While TC is highly selective with its core group of subcontractors and has developed a strong relationship with many firms. TC also reaches out to new City SLBE/ELBE firms and provides opportunity for growth and experience. These established and new relationships facilitate communication and interaction. There is mutual trust and commitment to work together to successfully complete each project. Our Project Manager will be responsible for this coordination effort and he will share this effort with his field superintendents and site foremen as these individuals are on the front line daily with our subcontractors. Demanding accountability at all levels of the TC organization has led to more than 38 years of success and will serve us well on this project.

8 PROJECT SCHEDULE

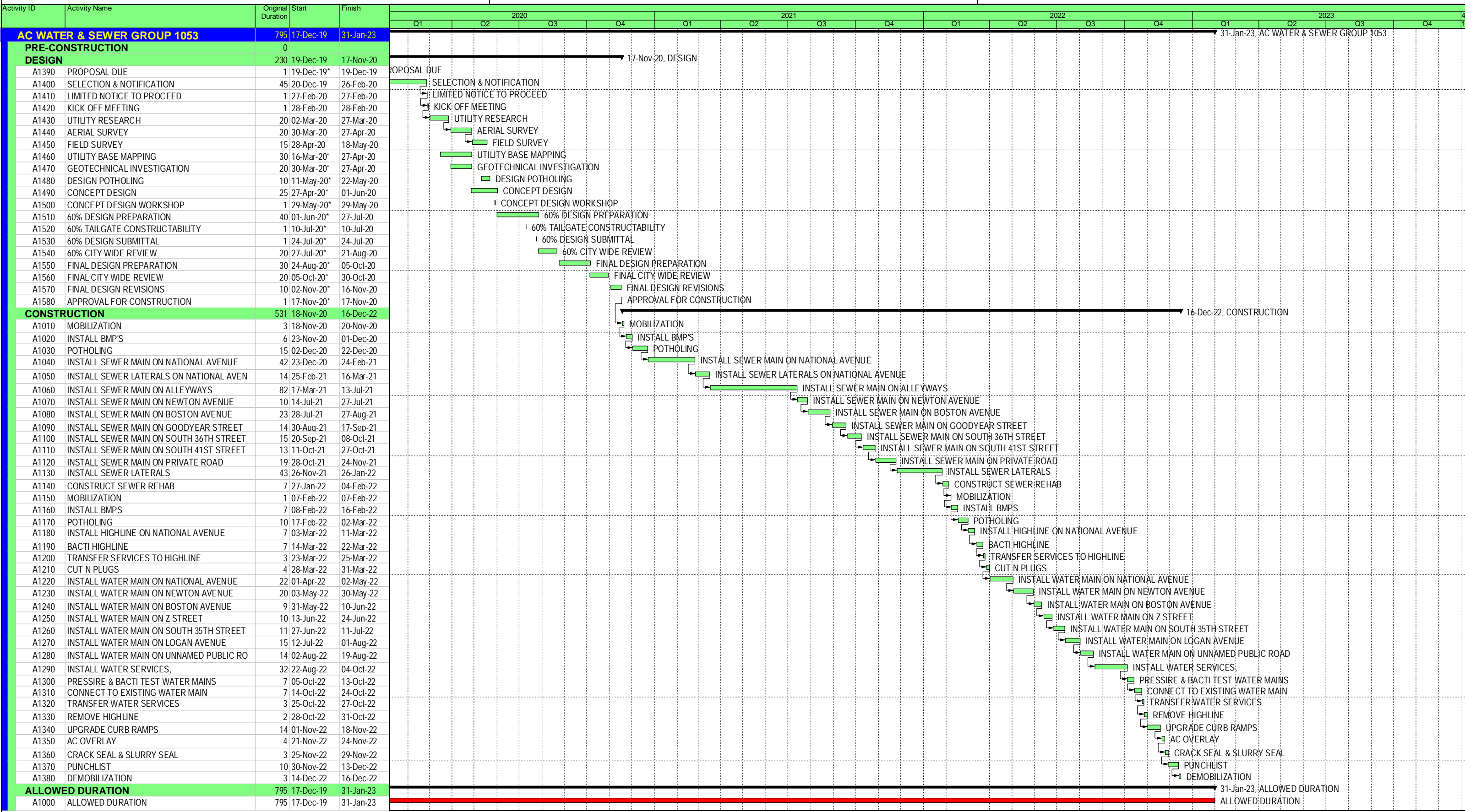
The schedule on the following page identifies the proposed phasing plan mentioned above and the key milestones planned for this project.

As mentioned in Section 5.1 of this proposal, the TCDB team proposes to include additional milestones including a Concept Design Workshop for interested stakeholders including outside agencies as well as “tailgate” constructability meetings at the project site during design to facilitate understanding of any conflicts or issues that may arise as the design is developed. These milestones will give all partners a greater understanding of the project and facilitate communication which will reduce the number of questions or comments during submittal reviews. We feel that this approach will expedite the design of the project and allow for a smooth transition to the construction phase.

Our approach to ensuring that project milestones are met includes regular communication among the TCDB team in the form of a weekly progress meeting as well as production of two-week look ahead schedules to identify any possible near term delays and ways to mitigate them. **The goal is to complete all design work within 10 months so that the focus for the remainder of the project is on construction. This will allow the design team to focus on construction support to quickly address any issues in the field once the final signed plans have been issued.**

To help expedite the project, we are proposing to begin the materials procurement process following the 60 percent design phase approval and order the USA Dig-Alert mark-out service to begin 2 months prior to the start of construction.

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



■ Actual Work ◆ Milestone
■ Remaining Work ← Summary
■ Critical Remaining Work

9. COMMUNITY OUTREACH

Vic Salazar Communications

President of VSC, Vic Salazar has made a successful transition from Emmy-award winning journalist to award-winning business owner. A familiar and trusted news anchor for more than 20 years in San Diego, Mr. Salazar is currently leading Community Liaison efforts for several large Public Works projects for contractors working within the City of San Diego.

VSC was named the 2012 U.S. Small Business Administration Minority-Owned Business of the Year for the San Diego region.

VSC is experienced in fulfilling the Scope of Work for Community Liaison services for Water & Sewer Group Job 1053. VSC is currently providing Community Liaison services for a dozen pipeline replacement projects in San Diego. For all of these projects, Community Outreach Plans are designed to provide that all stakeholders are made aware of the construction project and are provided avenues for feedback.

9.1 Community Outreach and Public Relations Program

Vic Salazar Communications (VSC) will serve as the exclusive Community Liaison for this project. VSC has been a part of the TCDB team for several MACC projects including: Group Job 946 & 949, AC Sewer & Water Group 1016, Water & Sewer Group 778, and Sorrento Mesa Recycled Water Pipeline.

VSC will adhere to the City's Whitebook requirements for Community Liaison and work with the City's PIO team to implement and carry out the public information and outreach program. VSC's outreach effort will begin with the development of a Community Relations Plan within 10 days of the Notice to Proceed. This plan will identify communication flow between the City, Design-Builder and the Community Liaison. Key stakeholders will be identified and methods of outreach will be described in detail.

AC Water & Sewer Group Job 1053 impacts several neighborhoods in two City Council Districts and three Community Planning Group areas. Each of these planning groups will require presentations by VSC and the project team leaders during the design phase and also before construction begins. From these presentations we will learn of public concerns and integrate the needs of the community into the design of the project.

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

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

spreadsheet that the project team will receive every two weeks including a detailed report of Community Liaison activities.

VSC will also provide effective outreach to schools that are either within 500 feet of a designated work area, or where traffic flow to/from a school might be impeded by construction.

9.2 Coordination with Property Owners

We will keep the community informed through a number of proven methods. VSC will distribute door hanger notices no later than five days before the start of each phase of construction to properties within 300 feet of the construction zone. In section 9.1 we provided information about methods to collect stakeholder email addresses. With those email addresses in hand, VSC will provide project updates via the City's Constant Contact email account. The City uses Constant Contact because it is the only email service that can provide audio reading of the transcript for the blind. The City's PIO has also granted VSC permission to submit project information to the PIO for posting on the City's Nextdoor social media account.

9.3 Staging Area and Project Cleanup

The TCDB Team plans to locate and secure the use of an existing vacant lot if possible for its staging of equipment and materials.

Project cleanup will be conducted on a daily basis, prior to the end of each work shift. Street sweeping will be conducted regularly as needed to ensure that dust and debris are controlled and that WPCP guidelines are being followed.

9.4 Minimizing Impacts to Residents and Visitors

Outreach materials to the community will include door hanger notices no later than five days before the start of each phase of construction to properties within 300 feet of the construction zone. VSC will also notify water customers of a scheduled shutoff no later than 72 hours in advance via door hanger notices and the outreach methods listed in Community Coordination section above.

VSC visited the project area to document impacted key stakeholders.

Key Stakeholders

- Residents
- City of San Diego
- Mayor Kevin Faulconer
- San Diego Unified School District
- San Diego Fire-Rescue Department

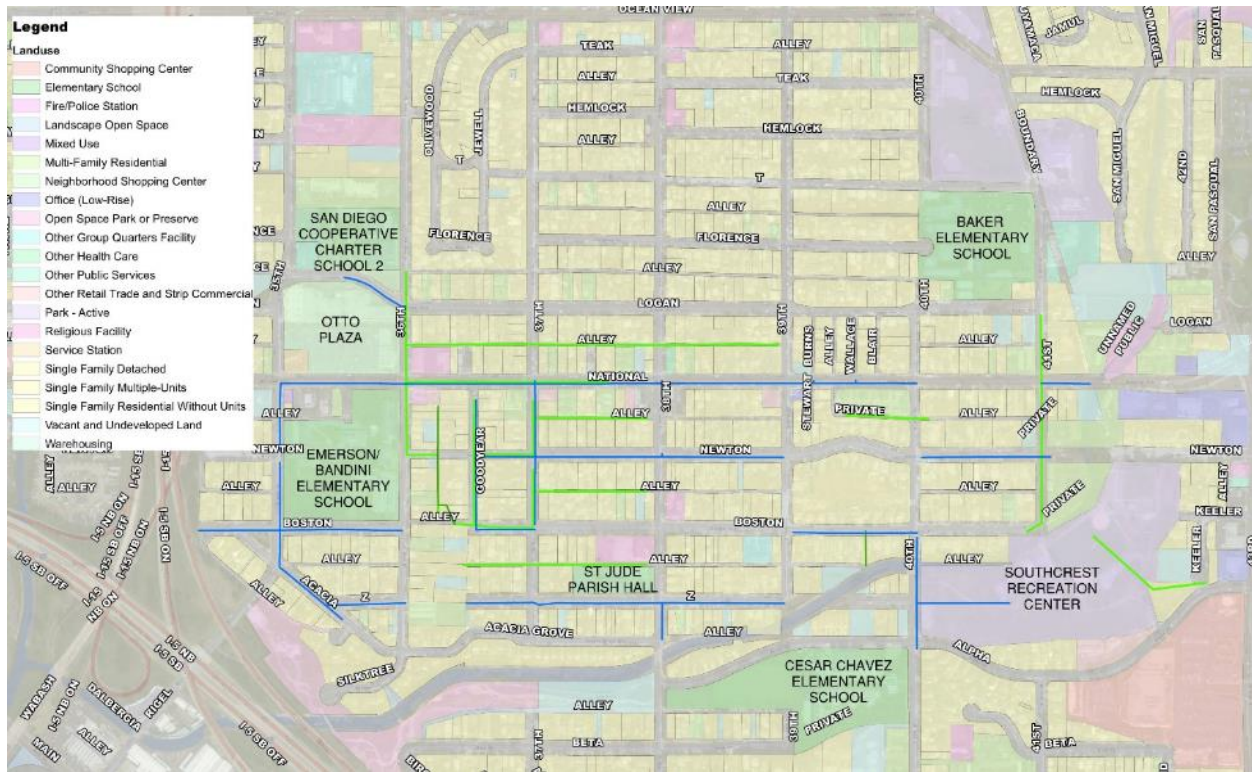


Figure 12 Map of land use including key local stakeholders

We spoke with District representatives will want to know about:

- Traffic control
- Noise
- Equipment staging
- Dirt/dust control

Public Transportation

- Dana Basham, the Fixed Route Operations manager for MTS, asked us to keep her updated on impacts to those bus lines.

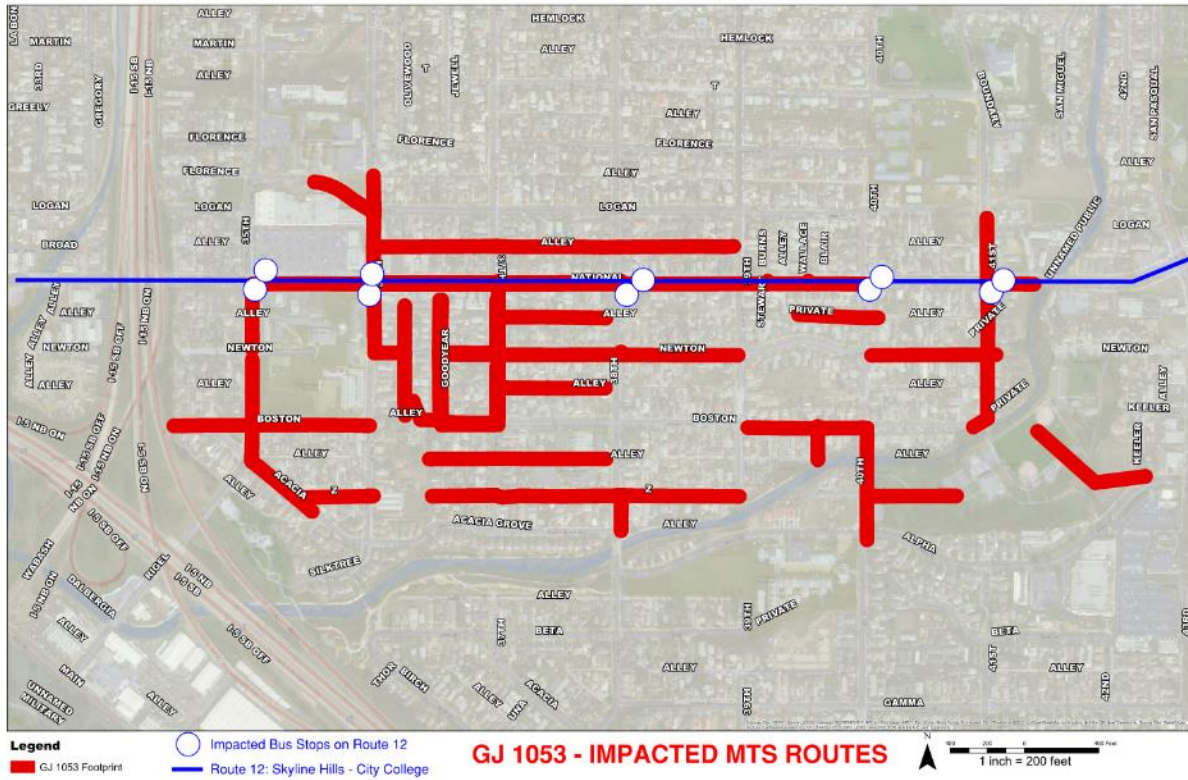


Figure 13 Impacted MTS Bus Routes

Public Safety

This project area is covered by two fire stations. We spoke with Monica Munoz, the Public Information Officer for the City's Fire and Rescue Department. Ms. Munoz asked that we provide her with all street closure or detour information and she will provide the information to the Captains at S. Ms. Munoz suggested this process due to the fact that there are multiple shifts at the station and she can easily email each Captain directly.

9.5 Minimizing Impacts to Local Businesses

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

- If there are home-based businesses, they will receive the outreach outlined in the Residents and Visitors section above.

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: T C Construction Company, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 10540 Prospect Ave

City: Santee County: San Diego State: CA Zip: 92071

Telephone Number: (619)448-4560 Fax Number: (619)448-3341

Name of Company CEO: Austin Cameron

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Construction Type of License: A, C 21

The Company has appointed: Angel Montenegro

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 10540 Prospect Ave Santee CA 92071

Telephone Number: (619)448-4560 Fax Number: (619)219-3725 Email: amontenegro@tcincsd.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of T C Construction Company, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 16th day of October, 2019



(Authorized Signature)

Angel Montenegro

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: T C Construction Company, Inc.

DATE: 10/16/19

OFFICE(S) or BRANCH(ES): Santee

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial			1		1							6	1		
Professional			2	1	1							5	3	1	
A&E, Science, Computer															
Technical															
Sales															
Administrative Support													9		
Services															
Crafts			3									6			
Operative Workers	1		3					1				11			
Transportation															
Laborers*			2									1	1		

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

Totals Each Column	1		11	1	2			1				29	14	1		
--------------------	---	--	----	---	---	--	--	---	--	--	--	----	----	---	--	--

Grand Total All Employees

60

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

Disabled																
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Non-Profit Organizations Only:

Board of Directors																
Volunteers																
Artists																

WORK FORCE REPORT – Page 3

NAME OF FIRM: T C Construction Company, Inc.

DATE: 10/16/2019

OFFICE(S) or BRANCH(ES): Santee

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters			6									1		
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers	6		35		2							17		1
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers			3									12		
Glaziers														
Helpers; Construction Trade	1	1	8	1								3	1	1
Millwrights														
Misc. Const. Equipment Operators			35				1					21		1
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters			13									10		
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers			2									2		
Workers, Extractive Crafts, Miners														

Totals Each Column	7	1	102	1	2	2	1					66	1	3
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Grand Total All Employees 184

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

Disabled														
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**TC Construction
Company, Inc.**

Building Communities Up
FROM THE Underground

December 2, 2019

TC Construction Company, Inc.

10540 Prospect Ave

Santee, CA 92071

**RE: Complaints Filed Against / AC Water and Sewer Group 1053 and
Task Number 02**

**This letter is to confirm that TC Construction Company, Inc. has not had a complaint
filed or pending in the last 10 years against us for discrimination against our
Employees, Subcontractors or Suppliers.**

Thank you,

Austin Cameron, President





TC Construction Co.
10540 Prospect Avenue
Santee, CA 92071

Michael Baker

INTERNATIONAL

9755 Clairemont Mesa Boulevard
San Diego, CA 92124
(858) 614-5000
MBAKERINTL.COM

