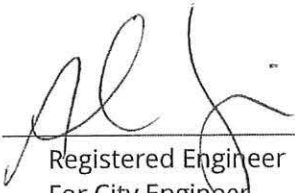


DEPUTY CITY ENGINEER

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



Registered Engineer
For City Engineer

10/7/19

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 **Rancho Penasquitos Improv 1 Task Number 01** 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 MACC awardees who fail to submit Proposals twice in twelve month period may have their MACC contract rescinded and be ineligible to submit future proposals.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 **Rancho Penasquitos Improv 1**. 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: November 14, 2019 at 12:00 PM**

5. **ESTIMATED PROJECT COST:** The City’s estimated cost for this project is **\$4,380,000.00**.

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

7. **CONTRACT PERIOD:** Project shall be completed, including the **Plant Establishment Period**, within **709 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	9.0%	11.3%	2.0%	22.3%
Construction Services	4.7%	7.5%	1.6%	13.8%

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	November 14, 2019
11.1.2. Presentations or Interviews	December 17, 2019
11.1.3. Selection and Notification	TBD
11.1.4. 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.primcompliance.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 forms required to be submitted with Price Proposal.

- 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. Interviews or presentations will be conducted as needed 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 3-2, "SELF-PERFORMANCE", 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 and 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 and design guidelines of Attachment A, Section 40 of this RFP:

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. The project is located within the Rancho Penasquitos and Carmel Mountain Ranch Community Planning Areas (Council District 5). The proposed work is within City Right-of-Way and City easement.
- 1.2. The proposed scope of work includes the replacement of approximately 2,900 linear feet (LF) (0.55 miles) of existing 8-inch, 10-inch, and 12-inch diameter asbestos cement (AC) distribution water mains with 16-inch water mains and installation of approximately 2,180 linear feet (LF) (0.41 miles) of new 16-inch transmission water mains and approximately 600 linear feet (LF) (0.11 miles) of new 2, 12-inch parallel transmission water mains through the bridge cells. The project also includes the installation of associated water services, fire hydrants, air valves, blowoffs, curb ramps, traffic control, street resurfacing, striping, highlining, water main cut & plugs and re-connections, and all other associated work. All water main installation and surface improvements shall extend to the full width of the intersections.
- 1.3. A Portion of the new water main shall be installed through Caltrans designated existing bridge cells crossing the I-15 Freeway. This portion of work will require more design work (included but not limited to structural loading and cathodic protection), detailed review & approval, and shall meet all Caltrans requirements. Certification of Structural Experience (Form TR-0133) is required by Caltrans. Additional requirements not included in the Contract Documents may be required.
- 1.4. Abandon and remove approximately 403 LF (0.076 miles) of existing 6-inch, 8-inch diameter Cast Iron (CI), and 20-inch diameter Reinforced Concrete Steel Cylinder (RCSC) pipe surrounding the Los Penasquitos Water Pump Station all the way to the 24-inch RCSC water main parallel to I-15 freeway and the pump station itself. The equipment inside the pump station is to be salvaged and offered back to the City (Public Utilities Department). The removal shall be performed after the new water main over I-15 Freeway is installed and is in service. Following the removal of all piping and the pump station, the areas shall be backfilled and restored. All removal shall be within previously disturbed soil. Re-vegetation is required.

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 all design and construction survey services including physical and aerial surveys with the exception of monument perpetuation and preservation for the completion of design and construction work;
 - 2.7.2.** Preparing & completing 30%, 60%, 100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction;
 - 2.7.3.** Obtaining plan check approvals; and providing engineering services during construction, startup, and testing;
 - 2.7.4.** Construction of water mains and appurtenances including all high-lining, cut and plug, re-connections, and cut ins;
 - 2.7.5.** Monitoring for potential of any hazardous materials and coordination with local resource agencies;

- 2.7.6.** Value engineering;
 - 2.7.7.** Geotechnical investigation and potholing;
 - 2.7.8.** Performance and implementation of QA/QC;
 - 2.7.9.** Landscaping and re-vegetation plan;
 - 2.7.10.** Traffic control, resurfacing, storm water permitting and compliance;
 - 2.7.11.** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and,
 - 2.7.12.** Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.
 - 2.7.13.** Determine if any special consideration will be required for hazardous materials per the Bridging Documents.
- 2.8.** The Design-Builder shall use CADD in compliance with the City of San Diego 2018 CADD Standards.
 - 2.9.** The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project in accordance with Section 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."
 - 2.10.** As required by California Government Code section 830.6, prior to construction, the design (including changes) for the Project and/or any portion thereof shall be approved by the Engineer.

3. City Services:

- 3.1.** The City will provide only the services listed in this section. All other services necessary for complete design and construction of the Project shall be provided by Design-Builder.
 - 3.1.1.** Project Management and Administration. The City will respond to Design-Builder's written questions regarding Project definition and scope within 15 Working Days of receipt. See The WHITEBOOK, General Provisions (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, General Provisions (A), subsection 3-8.1.

- 3.1.3. Construction inspection (excluding any specialty inspection), administration, and material testing.
- 3.1.4. Corrosion inspection
- 3.1.5. Survey monument preservation and perpetuation.
- 3.1.6. City 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 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 Working Days 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 30%, 60%, 100%, and Final Designs. The Design-Builder shall review and respond to City's comments in the format provided by City.

6. Community Input:

6.1. Community input is important. The Design-Builder shall identify major community issues (e.g. access to the public facilities and businesses located within or near the Project area) and shall obtain and address community input. The Design-Builder shall attend at least 2 community presentation meetings of 2-4 hours each for each community groups (usually scheduled during the early 30% design and prior to start of construction) and a minimum of 2 community presentation meetings of 2-4 hours each for each community groups during construction. 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, Manufacturere, 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. The Design-Builder shall use Material Substitution request formProduct Submittal Form included in Section 4-6 of Attachment E.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:

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

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

13. Surveying:

13.1. The Design-Builder understands and acknowledges that the information provided by the City may not have sufficient accuracy and is preliminary in nature. The user or recipient assumes full responsibility for any risks resulting from any use of or reliance upon the information provided. No design or construction survey is provided by the City for this project.

13.2. The Design-Builder shall perform all design and construction surveys as needed to prepare the construction plans, as-built drawings, and construct the project in accordance with the City standards and guidelines provided in Bridging Documents.

13.3. The Design-Builder shall submit the Survey Deliverable Checklist, provided in Bridging Documents, along with each design submittal.

13.4. Survey monument perpetuation and preservation shall be performed by the City. The Design-Builder shall coordinate with the Engineer.

14. As-built information:

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

15. Environmental and Permit Support:

15.1. Based on City's determination, this project is CEQA exempt. The Design Builder shall adhere to the requirements of Notice of Exemption.

15.2. The Design Builder shall be responsible for developing and implementing a revegetation plan in accordance with the City's Land Development Code, Landscape Standards, and Whitebook.

15.3. City will execute a separate contract for the 25-month long term monitoring and maintenance that will take over once the Plant Establishment Period (PEP) is completed. Once the PEP is satisfactorily completed and approved by the Engineer and City's Biologist, The Design-Builder shall coordinate with the Engineer and attend a minimum of three meetings for a proper hand off for the 25-month long term monitoring and maintenance to commence.

15.4. This project is subject to the requirements of WPCP. The Design-Builder shall identify and estimate quantities of BMP's to comply with WPCP requirements. From initial evaluation, this project is a medium priority due to the area of disturbance and the project location within the Los Penasquitos Watershed Management Area. However, this will need to be reconfirmed by WPCP preparer.

15.5. There are four Leaking Underground Storage Tanks (LUST) sites and one Envirostor sites documented within 1,000 feet of the project. Of those cases, two LUST sites are located within 500 feet of the project. LUST sites are included in Bridging Documents.

15.6. Geological Conditions: The project is located within Geologic Hazard Zones of 27 (Slide-Prone Formations, Otay, Sweetwater and others), 32 (Liquefaction, low potential-fluctuating groundwater minor drainages), and 53 (Other Terrain, level or sloping terrain, unfavorable geologic structure, low to moderate risk).

16. Owner/Governmental Approvals:

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

documents. The cost associated with implementing both the design and construction changes as a result of the Design-Builder modifications shall be the responsibility of the Design-Builder and will not be compensated by the City.

17. Geotechnical Investigation:

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

18. Corrosion Survey Report:

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

19. Potholing:

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

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

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

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

19.4.1. Utility.

19.4.2. Conduit quantity, type, and size.

19.4.3. Depth to top of conduit.

19.4.4. Horizontal coordinates (NAD 83).

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

19.4.6. Top elevation of conduit.

- 19.5.** At the completion of examining each pothole, the Design-Builder shall:
- 19.5.1.** Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.
 - 19.5.2.** Backfill and cover the pipe with native soil.
 - 19.5.3.** For those pothole excavations located in the roadway, trench resurfacing shall comply with SDG-107 or SDG-108, when applicable.
- 19.6.** The Design-Builder shall provide construction staging, noise and dust control, and traffic control as required during excavation for potholing to minimize impacts on local neighborhoods.
- 19.7.** The Design-Builder shall restore to their in-kind condition, as determined by City, all streets, curbs, gutters, sidewalks, private properties and other improvements damaged as a result of the Design-Builder's activities.
- 19.8.** The Design-Builder shall submit potholing information to the Engineer for review.
- 19.9.** The Design-Builder shall not perform any additional potholing unless authorized in writing by the City.

20. Review of Contract Documents and Field Conditions:

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

21. Local Conditions:

- 21.1.** The Design-Builder shall take steps reasonably necessary to ascertain the nature and location of the Work, and investigate and satisfy itself as to the general and local conditions that are applicable to the Work, including but not limited to:
- 21.1.1.** Conditions bearing on transportation, disposal, handling, and storage of materials;
 - 21.1.2.** The availability of labor, materials, water, power, and roads;
 - 21.1.3.** Weather conditions;

21.1.4. Physical conditions at the Project Site;

21.1.5. The surface conditions of the ground; and

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

22. Access to the Work:

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

23. Supervision:

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

24. Authorization to Proceed:

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

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

24.1.2. Confirm the next level of design development; and

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

24.1.4. Obtain written authorization to proceed with construction.

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 Planning Division, Transportation and Storm Water Department, Public Utilities Department, Development Services Department, the City Traffic Section of Engineering Support and Technical Services Division, and other utilities. City will prepare plan check applications and submit the applications to the authorities having jurisdiction. Payment for plan check applications shall be made by City.

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

27. Shop Drawings, Material Submittals and Samples.

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

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

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

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

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

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

27.4. The Design-Builder shall carefully review Shop Drawings, Material Submittals and Samples and shall date, sign, and certify each submittal as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated, signed, and certified. The Engineer will require 3 copies of approved submittals prior to procurement for QA/QC purposes and will not accept any submittals which have not been certified by the Design-Builder to be in compliance

with the Contract requirements, and will return any non-certified submittals to the Design-Builder. Any delays caused by the Design-Builder's failure to so certify shall be the total responsibility of the Design-Builder.

- 27.5.** With each submittal, the Design-Builder shall give the Engineer separate specific written notice of any variations between the Shop Drawing, Material Submittals or Sample submitted and the requirements of the Contract Documents. Additionally, the Design-Builder shall include a specific notation for City's acceptance of each such variation on each Shop Drawing, Material Submittals and Sample submitted.
- 27.6.** City's acceptance of Shop Drawings, Material Submittals and Samples shall be for the sole purpose of determining whether the Shop Drawings, Material Submittals and Samples will, after installation or incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.
 - 27.6.1.** City's acceptance shall not extend to means, methods, techniques, sequences, or procedures of construction, except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents.
 - 27.6.2.** City's review and acceptance of a separate item as such shall not indicate approval of the assembly in which the item functions.
 - 27.6.3.** City's review of Shop Drawings shall not relieve Design-Builder of the entire responsibility for the correctness of details and dimensions. The Design-Builder shall assume all responsibility and risk for any misfits and/or malfunctions due to any errors in the Design-Builder's submittals. Design-Builder shall be responsible for the dimensions and the design of adequate connections and details.
- 27.7.** City's acceptance of Shop Drawings, Material Submittals or Samples shall not relieve the Design-Builder from responsibility for variations from the requirements of the Contract Documents, unless:
 - 27.7.1.** The Design-Builder in writing called attention to each such variation at the time of submission of the Shop Drawing, Material Submittals or Sample; and
 - 27.7.2.** City has specifically accepted in writing, either on the Shop Drawing or accompanying the Sample or Material Submittal each such variation.
- 27.8.** The Design-Builder shall be solely responsible for any costs arising from the Design-Builder's failure to submit and/or receive City's acceptance of a Shop Drawing, Material Submittal or Sample as required by the Contract Documents or the City-accepted schedule of Shop Drawings and Sample submissions.

27.9. Shop Drawing Submittal Procedures:

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

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

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

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

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

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

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

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

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

27.9.8. Submittal Format for Shop Drawings:

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

27.9.9. Submittal Format for Product Data:

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

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

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

28. Design Development:

- 28.1.** The Design-Builder shall design the Project in compliance with all applicable laws, City and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the Contract Documents, the Municipal Sewer Approved Materials List, City noise and air pollution emissions regulations, applicable hazardous material handling and disposal

regulations, the City's policies, and all other Reference Specifications approved by City at the time of Award.

- 28.2.** The Design-Builder shall prepare and submit design packages for review and acceptance by City in accordance with City's guidelines and the Project Schedule. The Design-Builder's use of City's guidelines shall not reduce, change, mitigate, or absolve the Design-Builder's responsibility for the Project design in any way. The Design-Builder's acts of stamping and signing the drawings, specifications, calculations, or other final design documents shall mean that the Design-Builder understands, accepts, and approves all measures contained in or implied by City's guidelines.
- 28.3.** The Design-Builder shall use the Bridging Documents as the starting point for Project design. The Final Design shall be based on the concepts in these documents. The Design-Builder shall review the Bridging Documents and verify the data and recommendations (i.e., proposed alignments and conceptual plans) prior to including them in the Project design. The Design-Builder shall perform the engineering tasks necessary to refine and optimize the Project, including but not limited to reevaluation and necessary modification of questionable/pending proposed alignments contained in the Bridging Documents.
- 28.4.** The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 29.7 the Final Design documents shall also include but not be limited to:
- 28.4.1.** One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design-Builder.
- 28.4.2.** Two complete electronic file sets of all final drawings on CD-Rewritable (RW) recordable disks in Bentley MicroStation Version V8 SE format.
- 28.4.3.** One, 8½-inch by 11-inch, final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.
- 28.4.4.** Two complete electronic file sets of the final specifications in MS Word processing software format.
- 28.4.5.** One complete set of engineering calculations and quantity take-offs, including hydraulic, calculations, each wet stamped and signed by qualified responsible engineers registered in the state of California. All elements of the Final Design presented shall be supported by calculations. All computer programs used in development of Project calculations shall be Windows compatible. Catalog cuts and manufacturer's data shall be provided for each approved material listed in the specifications or identified on the drawings, and shall be included with the final Project calculations.

- 28.4.6.** A written list of required Shop Drawings (construction submittals) and Samples and an electronic file of the list on a recordable CD-RW in the latest version of MS Word processing software.
- 28.4.7.** Other reports and documents as may be required by City.
- 28.5.** Procedures and time allowances for City's review of the design submittal, response by the Design-Builder to City's comments, and obtaining City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.
- 28.6.** In coordination with Traffic Section of Engineering Support and Technical Services Division, 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 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.** The traffic control plan must be approved by City's Traffic Section of Engineering Support and Technical Services Division prior to submittal to Caltrans for final review and approval as part of Caltrans Encroachment permit submittal.
- 28.6.2.** 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.
- 28.6.3.** The Design-Builder shall prepare a preliminary traffic control approach for City's review and approval prior to preparation of traffic control plans.
- 28.6.4.** The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.
- 28.6.5.** The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.
- 28.6.6.** The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.
- 28.6.7.** The Design-Builder shall obtain approval for traffic control plans.
- 28.7.** The Design-Builder shall provide designs for the relocation of public or private utilities which must be constructed or relocated as a result of the Project.

- 28.8.** The Design-Builder's design shall comply with the ADA and Title 24.
- 28.9.** The Design-Builder shall prepare and incorporate into the specifications, a Water Pollution Control Plan (WPCP) prior to construction and to determine "Construction Site Priority" as well as implement WPCP during construction. The WPCP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.
- 28.10.** The Design-Builder shall prepare a construction quantity takeoff at 60%, 100% and Final submittals.
- 28.11.** The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check and from the permitting agencies.

29. Design Submittals:

- 29.1.** General: The Design-Builder shall ensure that all design submittals conform to the requirements described in this Section. City will reject any submittal that fails to meet the requirements described in this Scope and elsewhere in the Contract. City shall not grant a schedule adjustment for the Design-Builder's failure to meet these requirements. In each submittal the Design-Builder shall identify any variances from the Contract Documents. City may reject any design submittal for the Design-Builder's failure to identify variances, regardless of the timing of the discovery of the failure. The Design- Builder shall respond in writing to all City comments on each design submittal within 10 Working Days of the date of transmittal of the comments. The Design-Builder shall submit a completed QA/QC checklist along with each design submittal.
- 29.2.** Accessibility compliance, buffered bike lanes and traffic control plans may require additional review and can be processed in parallel.
- 29.3.** Following the submittal of the phasing plan, The Design-Builder shall reconvene at 15% for a concept design workshop.
- 29.4.** The Design-Builder shall combine the 30% and 60% design submittal for the areas outside Caltrans right-of-way. The Design-Builder shall accommodate more design submittals and reviews beyond what is specified in this RFP for areas within Caltrans right-of way as required by the City or Caltrans at no additional cost to the City.
- 29.5.** 30 percent design Submittal - The 30% design submittal shall include but not be limited to:
 - 29.5.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
 - 29.5.2.** Incorporation of the information contained in the Bridging Documents.
 - 29.5.3.** Reviewed preliminary calculations and hydraulic calculations.

29.5.4. Drawings that shall include at a minimum:

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

29.6. 60 percent design Submittal - The 60 percent design submittal shall include but not be limited to:

- 29.6.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
- 29.6.2.** Updated and incorporated information and comments from the 30 percent design submittal.
- 29.6.3.** Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.
- 29.6.4.** Location of construction staging areas (if applicable).
- 29.6.5.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.

29.7. Drawings that shall include at a minimum:

- 29.7.1.** Updated plan and profile sheets for the water improvements, and construction details and notes.
- 29.7.2.** Identification of both special and standard details.

- 29.7.3.** A complete list of construction drawings on cover sheet.
- 29.7.4.** Definition of the construction method to be used for pipe installation.
- 29.7.5.** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
- 29.7.6.** Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.
- 29.7.7.** Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.
- 29.7.8.** List of special conditions, if any.
- 29.7.9.** Quantity take-off per plan sheet.
- 29.7.10.** A complete draft of specifications in The GREENBOOK format including:
 - 1. Table of contents.
 - 2. The Design-Build Special Provisions.
- 29.8.** 100 percent design Submittal - The 100 percent design submittal shall include but not be limited to:
 - 29.8.1.** Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
 - 29.8.2.** Updated and incorporated information and comments from the 60 percent design submittal.
 - 29.8.3.** Completed, reviewed, and bound calculations and hydraulic calculations.
 - 29.8.4.** Updates to geotechnical report, if any.
 - 29.8.5.** Permit applications as necessary.
 - 29.8.6.** Completed specifications in Green-book format.
 - 29.8.7.** Quantity take-off.
 - 29.8.8.** Drawings in all disciplines, including final and traffic control Plans approved by City, if any.
 - 29.8.9.** A current written list of permits including environmental permits and revised MND required for the Project as applicable, identifying all permitting

agencies and authorities having jurisdiction, and status and copies of permit approvals.

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

29.9.1. Updated and incorporated information and comments from the 100 percent design Submittal.

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

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

29.9.4. City will review the Pre-Final Design and return comments to the Design-Builder. The Design-Builder shall, within 20 Working Days of receipt of City's comments, submit a Final (100%) Design to the Engineer, which shall include but not be limited to:

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

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

29.10. Design Submittal Deliverables:

29.10.1. The Design City Engineer in the form of 6 copies of the specifications, 6 sets of half sized (11-inch x 17-inch) drawing prints, and 14 sets of full sized (24-inch x 36-inch) drawing prints.

1. Drawing format shall conform to the City of San Diego CADD Standards and City provided "T" files. The standard scales are 1"=40' for plans and 1"=4' for profiles.
2. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements.

29.10.2. The Design-Builder shall deliver the pre-Final Design to the Engineer in the form of 6 copies of the specifications and 14 sets of half sized (11-inch x 17-inch) drawing prints.

29.10.3. The Design-Builder shall submit all drawings in Bentley MicroStation V8 SE format per City's CADD Standards. The Design-Builder shall attend a coordination/orientation meeting with City's E&CP CADD specialist to review and discuss City's CADD standards. The Engineer will arrange for the meeting upon The Design-Builder's request. The Design-Builder shall also submit the Electronic In-Roads ALG file. The Design-Builder shall number proposed alignment points on plan views using the automated process through In-Roads Software. The Design- Builder shall also generate the Horizontal Alignment Coordinate Index report through In-Roads and place it on the last sheet of the drawings.

29.10.4. The Design-Builder shall submit the Final Design documents to the Engineer, which shall include but not be limited to:

1. One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by The Design-Builder's qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by The Design-Builder.
2. Six, 8½-inch by 11-inch copies of the final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.
3. Two complete electronic file sets of the final specifications.
4. Two complete electronic file sets of the final drawings on CD-RW.
5. Six complete and approved 8½-inch by 11-inch copies of the final construction cost estimate.
6. Two complete electronic files of the final construction quantity takeoffs and cost estimate.
7. Six complete sets of engineering calculations, including hydraulic, mechanical, electrical, and structural calculations, each wet stamped and signed by the Design-Builder's qualified responsible engineers registered in the state of California. The Design-Builder shall support all elements of the design presented by calculations the Design-Builder shall use only Windows compatible computer programs for Project calculations.
8. Other documents as required elsewhere in this Scope or required by the Engineer.
9. The Design-Builder shall use the following table as a minimum guide for preparation of the design drawings:

30% Submittal	
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
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
Border:	Project Title
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

	<p>Ex. Storm Water Conveyance, Structures & Appurtenances</p> <p>Electric Lines, Boxes and Services</p> <p>Telco Lines, Boxes and Services</p> <p>Cable TW, Boxes and Services</p> <p>Oil/Line Fuel Pressure</p> <p>Street Center Line</p> <p>Right of Way Lines</p> <p>Street Names</p> <p>Stationing</p> <p>Trolley Tracks</p> <p>Proposed Water Main, Fire Services & Fire Hydrants</p> <p>Pressure Zone Boundary</p> <p>Reference Data</p>
Existing Profile:	<p>Existing Water Mains</p> <p>Horizontal and Vertical Scale</p> <p>Elevation Scales</p> <p>Existing Surface, Grade, Pavement</p> <p>Existing Water Crossings</p> <p>Existing Sewer Crossings</p> <p>Existing Storm Drain Crossings</p> <p>Private Utility Crossings</p> <p>Street Names</p>
60% Submittal	
Cover Sheet:	<p>Limits of Work</p> <p>Work to be Done</p> <p>Discipline Code</p>
Title Block:	<p>Street Names and Limits</p>
Proposed Plan:	<p>Dimensioning</p> <p>Addresses</p> <p>Stationing</p> <p>Plugs and Dead Ends</p> <p>Pipe Sizes and Lengths</p> <p>Valves, Fire hydrants, Crosses, Tees</p> <p>Water Services / Fire Services</p>

	Cutoff Wall, Encasements, Cradles Blow off, Air Valves Horizontal Alignment Report Water Construction Notes Special Plan Notes Caution Callouts Begin & End Horizontal Curve Data Water Retirement information Survey Monuments
Proposed Profile:	Proposed Water 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
Final Submittal (100%)	
Proposed Profile:	Special Profile Notes Traffic Control Plans
Additional Sheets:	Applicable to 30%, 60% and Final (100%) Curb Ramp Location Sheet Curb Ramp Detail Sheet Resurfacing Sheet Striping Water phasing and highline Abandonment Sheet Re-veg Plan Traffic Control Plans Batch Discharge Plan Demolition Plan Survey Monument Sheet Cathodic Protection Design Sheet if applicable BMP, Storm Drain Inlet Protection Plan Miscellaneous Details DCE's Signature and Consultant's Stamp/Signature if applicable (at Final Design)

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

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

30. Community Relations and Public Outreach Program:

- 30.1.** The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have a Public Information Officer (PIO) who will serve as the community liaison. Refer to The WHITEBOOK, section 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.
- 30.2.** The Design-Builder shall identify, within 10 Working Days of NTP, a specific professional designated to be a full-time public information liaison for the design build team, who shall work cooperatively with, and provide assistance to, the City's team. The Design-Builder shall be available to respond to questions from the community as needed for the duration of the Project, and shall participate in related public meetings. The Design-Builder shall prepare and provide presentation materials to explain the Project at community meetings and presentations.
- 30.3.** The Design-Builder shall prepare a complete Community Relations Plan. The Community Relations Plan shall be developed in coordination with the City and presented to the City for review within 30 Working Days of Notice to Proceed. If modifications are required, the City will notify and advise the Design-Builder.
- 30.4.** The Key stakeholders are identified as the public and the City of San Diego, Council District 5, Poway Unified School District, San Diego Metro Transit System, Caltrans, the Rancho Penasquitos and Carmel Mountain Ranch Community Planning Groups, Penasquitos Lutheran Church, Rolling Hills Elementary School, Los Penasquitos Elementary School, USPS, Hotel Karlan, and Residence Inn . The Design-Builder shall identify any additional stakeholders and coordinate all activity and Right of Entry permit with the proper school representative and residents as applicable.
- 30.5.** The Community Relations Plan shall include the following scope and services but not limited to:
 - 30.5.1.** A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.
 - 30.5.2.** A method for construction notification in advance of the start of work.
 - 30.5.3.** Attendance and presentation of Project update before and during construction of Projects at community and stakeholder Meetings. Prepare presentation materials in coordination with the City.
 - 30.5.4.** Develop written list of follow-up information requested from the community.

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

31. Quality Assurance and Control:

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

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

32. Quality Assurance / Quality Control Guidelines:

32.1. General

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

32.2. QA/QC During Design

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

32.3. QA/QC Plan:

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

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

32.3.5. Calculations:

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

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

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

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

1. The name of the Project;
2. City's contract number;
3. The type of review being conducted;

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

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

32.4. QA/QC During Construction

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

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

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

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

32.4.4. Factory Inspections and Tests:

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

32.4.5. Sampling and Testing:

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

3. The City may inspect and make independent investigations and tests of the Work. The Design-Builder agrees that if any portion of the Work fails to meet any of the requirements of the Contract Documents, City may require the Design-Builder to remove, correct, or reconstruct the Work in accordance with the Contract Documents.

32.4.6. Inspection and Testing Laboratory Service:

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

32.4.7. Special Inspection:

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

32.4.8. Installation:

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

32.4.9. Manufacturer's Field Installation Services and Reports:

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

32.4.10. Sample City QA/QC Checklists:

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

33. Noise Abatement and Control:

- 33.1.** The Design-Builder shall comply with San Diego Municipal Code, Noise Abatement and Control (Sections 59.5.0401, Sound Level Limits, and 59.5.0404, Construction Noise), and the County of San Diego Code of Regulatory Ordinances, Noise Abatement and Control. In the event of conflict, the most stringent requirement shall apply.
- 33.2.** Noise levels generated by construction activity shall not exceed an average of 75 decibels at the residential property line between the hours of 8:30 a.m. to 3:30 p.m. each Working Day. The Design-Builder shall obtain a Noise Permit to conduct work activities taking place before 7:00 AM or after 7:00 PM, each Working Day, or any time on days other than Working Days.

- 33.3.** If the Design-Builder desires to conduct Work activities during times when a Noise Permit is required, the Design-Builder shall obtain prior written authorization from the Engineer not less than 48 hours in advance, and shall apply for, obtain, and pay for the Noise Permit at no additional cost to City.

34. Project Meetings:

- 34.1.** The Design-Builder shall be dedicated and available to meet as many times before and/or after design submittals or during construction as deemed necessary by the City at no additional cost to the City. 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).

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

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

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

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

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

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

- 34.4.** 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 1 just prior to construction and 2 during construction. The Engineer may direct the Design-Builder to attend other meetings at no additional cost.

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

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

35. Red-lines:

35.1. The Design-Builder shall be responsible for Red-lines as described in The WHITEBOOK, Section 3-7.3, Red Lines and Record Documents.

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

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

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

35.3.2. Two complete electronic file sets of the final As-Built's on CDs (typical) prepared in accordance with City's CADD Guideline in the version of Bentley MicroStation Version SE CADD software being utilized by the City at the time of implementation.

36. Record Keeping:

36.1. The Design-Builder shall maintain in a safe place at the Project Site a copy of construction documents (including field test records, correspondence, daily reports, and written interpretations and clarifications), Shop Drawings, Product Data, and Samples in good order. Field Documents, Shop Drawings, Product Data, Samples, and similar submittals are not part of the Contract Documents. The purpose of these documents is to demonstrate construction conformance to the Contract Documents,

and the City shall have the right to inspect, audit, review, and copy these documents at any reasonable time.

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

37. Required Test/Material Certificates:

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

38. Traffic Control:

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

39. Reference Standards:

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

40. Design Guidelines:

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

- 40.18. Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
- 40.19. Construction Planning & Scheduling Manual by AGC of America
- 40.20. The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents
- 40.21. City of San Diego Municipal Code;
<http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni.shtml>
- 40.22. State Historic Preservation Act
- 40.23. *Any and all codes, regulations, and permits (including amendments) issued by City's Planning and Development Services Department in addition to the link below.
<https://www.sandiego.gov/publicworks/edocref/>

41. Bridging Documents:

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

<https://filecloud.sandiego.gov/url/7ngqqjvvhb6cjxgw>

1. Location Map
2. Pre-Design Map
3. Lust Sites
4. Striping Plan_Draft
5. Access Law Guidelines
6. ADT
7. As-builts_AT&T
8. As-builts_Level 3_Century Link
9. As-builts_SDGE
10. As-builts_Time Warner
11. As-builts_Water
12. As-builts_Sewer_Storm
13. As-builts_Caltrans
14. Chapter_6_Caltrans Encroachments Permit Manual1
15. Chapter_6_Caltrans Encroachments Permit Manual2
16. Abandonment Map
17. Survey Deliverables
18. Survey Deliverable Checklist form
19. QAQC Design Review for Sewer Water and Storm Drain Projects Checklist
20. Plan Check Distribution List
21. Street Resurfacing Sheet Template

- 42. Supplemental Requirements:** All submitted hardcopy drawings and documents shall also be provided to the City in PDF format with electronically searchable text (not scanned images) to include drawings, specifications, details, reports, RFI's, Invoices, and all other documents of every type. Excel files of documents shall be provided when requested by the City.
- 42.1.** The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations included in the Contract Documents and as required by Caltrans. The scope of work shall also include geotechnical exploration, structural, corrosion, and any specialty inspection as applicable. The Design-Builder is responsible to design and construct the project to meet all applicable standards, laws, and guidelines. The Engineer of record shall have adequate structural experience and shall submit the Certification of Structural Experience (Form TR-0133) to Caltrans for approval of adequate experience.
- 42.2.** The Design-Builder shall pothole all existing utilities at the early stage of design prior to the completion of 60% design for early conflict check.
- 42.3.** 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.
- 42.4.** Only ADA improvements triggered by this project shall be included in the design. New sidewalks are not included except to replace portions triggered by ADA compliance requirements. See bridging documents.
- 42.5.** 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.
- 42.6.** 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.
- 42.7.** 3 valves shall be required for all tees and 4 valves shall be required for all crosses unless otherwise is approved by the City.
- 42.8.** 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.

- 42.9.** A minimum of Five (5) feet cover above pipe is required for all transmission mains and a minimum of three (3) feet cover above pipe is required for all distribution mains. Where this is not feasible or cost-effective the Design-Builder shall provide justification including calculations sufficient for the City to allow an exception where appropriate.
- 42.10.** A Portion of the new water main shall be installed through Caltrans designated existing bridge cells crossing the I-15 Freeway. The Design-Builder shall ensure all Caltrans requirements are met. The Design-Builder shall consider installing 2, 12" parallel water mains through the bidge cells unless otherwise approved. The Design-Builder shall also investigate the existence of maintenance access vaults and shall incorporate them into the design and construction of the main if none existing or modification needed. The Design-Builder shall secure and pay for the necessary permits from Caltrans for any investigation work. If not feasible to install maintenance access vaults outside the Caltrans Right-of- Way, The Design Builder shall submit documentation (design exception) explaining and justifying why installing within the Caltrans Right-of-Way is the only option. This will need to be approved before the permit is granted.
- 42.11.** Street Resurfacing: The paving schedule for Carmel Mountain Road (Northbound) between Gerana Street and Penasquitos Drive shall be 3" full width grind & AC overlay. The remaining streets including Carmel Mountain Road (Southbound) will require Type II over Type III slurry seal with additional Type I over the bike lane as applicable. The Design-Builder shall perform all necessary pavement repairs and crack seal prior to the application of slurry seal and AC overlay at no additional cost to the City.
- 42.12.** Street striping: You shall refer to the striping plan included in the Bridging Documents as a guideline in developing the striping plan for Carmel Mountain Road and Caltrans Right-of Way. You shall ensure all applicable requirements are met. Penasquitos Drive shall be re-striped per the existing. You shall coordinate with the Engineer for the implementation of all striping.
- 42.13.** Traffic Signal Loop and Appurtenance: The Design-Builder is responsible to replace all traffic loops at every signalized intersection and install loops for bike lanes as applicable. Per the City's initial assessment, a total of forty (40) loops will be required to be replaced/installed for this project. However, this quantity is subject to change.
- 42.14.** This RFP provides as-built drawings and other information collected during preliminary planning for this project. The Design/Builder shall be responsible for researching and obtaining all as-built drawings and any other information from the City and/or other agencies which will be necessary to complete the scope of work.
- 42.15.** The Design-Builder shall resolve design and construction problems by a typical professional process including but not limited to research, field investigation, developing alternates, calculations, cost-effective analysis, making decisions/recommendations and obtaining City concurrence as needed. This process shall be diligently followed before the Design-Builder seeks direction from the City.

- 42.16.** The Design-Builder shall follow the City standard practice for design and construction when not specifically addressed in the RFP scope of work, reference documents, and design guides.
- 42.17.** The Design/Builder shall submit a brief monthly progress report in a format acceptable to the City, with map illustrating where water, sewer, and storm drain pipe was installed, feet installed, total feet and percent complete for the entire duration of the project.
- 42.18.** The City shall not be responsible for any assumptions the Design-Builder based their price proposal on, and the Design-Builder shall not be entitled to any additional payment for any such assumptions on which their price was based.
- 42.19.** The price proposal shall include all work and materials, and any references in this RFP to unit price, lump sum price, bid price or similar language shall not entitle the Design-Builder to any additional payment.
- 42.20.** The price proposal shall include all work and materials, and any references to or requirements for restricted work hours and/or night work shall not entitle the Design-Builder to any additional payment.
- 42.21.** The Design-Builder shall submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item in the SOV.
- 42.22.** The RFP's maps and descriptions of proposed improvements such as "replace in place" are conceptual only and deviations from this in the final design by the Design-Builder shall not entitle the Design-Builder to any additional payment.

ATTACHMENT B
PHASED FUNDING PROVISIONS

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 days of 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.

ATTACHMENT B

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-20-1865-MAC-3

CONTRACT OR TASK TITLE: Rancho Penasquitos Improv 1

CONTRACTOR: TC Construction


Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Bonds, Engineering and Design, Survey Services, WPCP Development & Implementation, Mobilization, Potholing and Construction of 500 LF of Water Main on Carmel Mtn Rd east of I-15, associated appurtenances, fire hydrants, water services, including street resurfacing, accessibility improvements and surface striping.	NTP	6/30/2021	\$900,000.00
2	WPCP Implementation, Potholing and Construction of 3,700 LF of Water Main on Carmel Mtn Rd east of I-15 and on Penasquitos Dr (excluding the 500 LF constructed in Phase 1), associated appurtenances, fire hydrants, water services, Cal Trans bridge piping and vaults, including street resurfacing, accessibility improvements and surface striping.	7/1/2021	6/30/2022	\$3,935,800.00
3	WPCP Implementation, Potholing and Construction of 1,200 LF of Water Main on Carmel Mtn Rd west of I-15 (excluding the 4,200 LF constructed in Phase 1 & 2), associated appurtenances, fire hydrants, water services, including street Resurfacing, accessibility improvements and surface striping. Abandonment of Pump Station. Preparation of As-Builts and record drawings.	7/1/2022	Acceptance	\$1,000,000.00
Contract Total				\$5,835,800.00

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: 5/27/20

CONTRACTOR

PRINT NAME: Austin Cameron

Title: President

Signature: 

Date: 5/22/2020

PRINT NAME: Alexander Sleiman
Project Manager

Signature: 

Date: 05/22/2020

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 43, 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
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

2-2.2 Caltrans Encroachment Permit. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall apply and obtain the Caltrans Encroachment Permit.
 - a) You shall pay for and secure the permit prior to design investigation work.
 - b) You shall pay for and secure the permit prior to construction.
 - c) You shall arrange and pay for inspection as required by Caltrans.

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 J - 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. Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the construction phase survey services for the Project.
3. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
4. Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet.
5. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
6. Survey Services Work specified in this section shall be procured or performed by the Design Consultant.

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 provide a website and post the Survey Files, proposed Drawings, and/or Red-line Drawings to that website.
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.

- a. The payment for survey services Work shall be included in the bid items "Survey Services (Design)" and "Survey Services (Construction)".

3-12.1 General. To the "WHITEBOOK", ADD the following:

- 2. Use a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project as directed by the Engineer.

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 G - 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

Specified Item	Minimum Warranty Period
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 Carmel Mountain Road. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:

- a. Pacific Village Grading (permit ID 594511)

Limit of work: Water/Fire service connections, Traffic Signal, Bike Lane Improvements, Sidewalk and Median adjustments, and Resurfacing on Northbound Carmel Mountain Road from Cuca St. up to Caminata Douro.

Resident Engineer: Tuan Le, #: 858-654-4473,
email: TALe@sandiego.gov

Contractor: Kurt Bruskotter, #: 858-618-4913,
email: kurt.bruskotter@lennar.com

SECTION 4 - CONTROL OF MATERIALS

4-1.3.4 Specialty Inspection Paid for by the Contractor. To the "WHITEBOOK", ADD the following:

2. If required, you shall provide Specialty Inspections at no additional cost to the City.
 - a) Pipe installation through bridge overpass.

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 later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

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

SECTION 5 – 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:
 Reyhaneh Martin, Project Manager, RDMartin@san Diego.gov
 Jonathan Lee, Project Engineer, JonathanL@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.

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. You shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification for construction activities that have encountered flammable liquids or other hazardous substances. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.

- a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, item 1, subsection “s”, ADD the following:

- iii. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer’s opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.
- iv. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.

To the “WHITEBOOK”, ADD the following:

- 3. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.
- 4. All new water main shall be in service by June 30, 2022.

6-1.3 Work Outside Normal Working Hours. To the “WHITEBOOK”, ADD the following:

- 4. Working outside normal hours and/or night shifts shall be included in the Contract Price.

6-1.5.2 Excusable Non-Compensable Delays. To the “WHITEBOOK”, DELETE in its entirety.

ADD:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

- 1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, “Extensions of Time” for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.

- c) Delays caused by changes to County, State, or Federal law.
- 2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
- 3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

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 **Rancho Penasquitos Improvement 1, Project No. B-19093.02.06**, 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.

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.
3. Refer to AWWA C900-16 for all references to AWWA C905.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

**ADD:
306-1.1**

High-line Phasing.

1. 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:
 - a. Penasquitos Drive between Cuca Street and Carmel Mountain Road
 - b. Carmel Mountain Road between Penasquitos Drive and Gerana Street

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 I - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

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) Carmel Mountain Rd.
 - b) Penasquitos Dr.
 - c) Caltrans ROW

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 800 – MATERIALS

800-1.1.2 Class “A” Topsoil. To the “WHITEBOOK”, item 4, subsection “e”, DELETE in its entirety and SUBSTITUTE with the following:

- e) The test results shall provide the following information:
 - i. Date of Testing
 - ii. Project Name
 - iii. The Contractor’s Name
 - iv. Source of Material and Supplier’s Name
 - v. Estimate of Quantity Needed in Cubic Yards
 - vi. Soil Gradation
 - vii. Fertility
 - viii. Heavy Metals
 - ix. Soil Permeability in Inches per Hour
 - x. Toxic Elements
 - xi. Chloride Content
 - xii. pH
 - xiii. EcE (electrical conductivity)
 - xiv. SAR (Sodium Absorption Ratio)
 - xv. Organic Content by Dry Weight
 - xvi. Carbon : Nitrogen Ratio
 - xvii. Water-soluble Nutrient Levels
 - xviii. Recommendations for adding amendments, chemical corrections, or both.

To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. The topsoil shall conform to the following agricultural suitability requirements:

pH	6.0 – 7.5
ECe (electrical conductivity)	0.0 – 3.0
SAR (Sodium Absorption Ratio)	0.0 – 5.0
Chloride Content	Less than 150 ppm
Boron Content	Less than 1 ppm
Organic Content	3% to 6% by dry weight
Carbon : Nitrogen Ratio	20:1 maximum
Sandy Loam Gradation Limit*	Gravel over 2mm: Less than 10% by weight Sand: 75% to 85% Sand finer than 100 mesh (0.15 mm): Less than 15% Sand finer that 60 mesh (0.25 mm): Less than 40% Sand larger than 32 mesh (0.5 mm): Minimum 15% Silt: 20% maximum Clay: 15% maximum
Permeability Rate**	2 inches to 5 inches per hour at 80% compaction

* Per USDA Classification Scheme.

** Tested in accordance with USDA Handbook Number 60, method 34b or other approved method.

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

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

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

Project Name: Rancho Penasquitos Improvements 1

Project No. / WBS No.: B-19093.02.06

Project Location-Specific: Carmel Mountain Rd, Penasquitos Dr, Andorra Wy; within the Rancho Penasquitos and Carmel Mountain Ranch Community Planning Area & Council District 5

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

Description of nature and purpose of the Project: Replace-in-place approximately 2,509 linear feet (LF) (0.48 miles) of existing 8, 10 and 12 inch diameter asbestos cement (AC) mains at approximately the same depth and alignment with 16-inch diameter distribution/transmission water mains, install approximately 2,863 (LF) (0.54 miles) of distribution/transmission water mains in a new trench and along a freeway overpass. Abandon and remove the Los Penasquitos pump station (located at 15265 Andorra Way) and approximately 403 LF (0.08 mile) of existing water mains surrounding this pump station as well as the main parallel line up to Interstate 15. The abandonment and removal of these water main lines will be done within the previously disturbed area. This project includes an Easement Vacation.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Natalie de Freitas, 525 B Street, Suite 750, San Diego, CA, 92101, (619) 533-4603

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15302 – (Replacement), 15303 – (New Construction)
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15302 – (Replacement), which allows for the replacement of existing structures and facilities 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; 15303 – (New Construction), which allows for the construction and location of limited numbers of new, small structures; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Natalie de Freitas

Telephone: (619) 533-4632

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:

(X) 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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2. Construction and maintenance related activities (see Tab 2).
 - b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
 - c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
 - d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
 - e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
 - f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
 - g. After the fees have been paid and an account has been created, the

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
<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

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

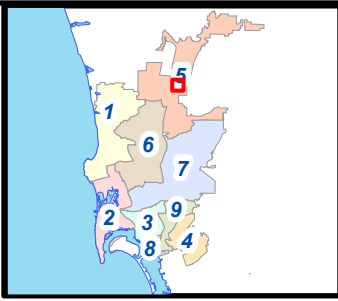
RANCHO PEÑASQUITOS IMPROV 1

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
REYHANEH MARTIN
619-533-4131

PROJECT ENGINEER
JONATHAN LEE
619-533-5488

FOR QUESTIONS ABOUT THIS PROJECT
Call: (619) 533-4207
Email: engineering@sandiego.gov



Legend

- New Dual 12 inch Water Main
 - New 16 inch Water Main
 - Approximate Caltrans ROW limits
 - Water Main Replacement 16 inch
 - Remove Pump Station
 - Abandon/Remove Water Main
- Rancho Peñasquitos Improv 1 Appendix E - Location Map



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APPENDIX F
ADJACENT PROJECTS MAP

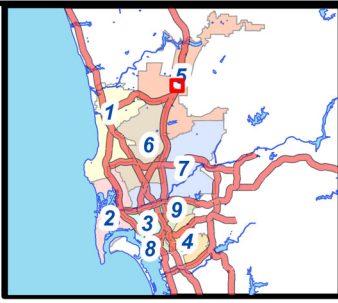
The City of
SAN DIEGO Public Works
RANCHO PEÑASQUITOS IMPROV 1
ADJACENT PROJECTS MAP

SENIOR ENGINEER
 ALEX SLEIMAN
 619-533-7588

PROJECT MANAGER
 REYHANEH MARTIN
 619-533-4131

PROJECT ENGINEER
 JONATHAN LEE
 619-533-5488

FOR QUESTIONS ABOUT THIS PROJECT
 Call: (619) 533-4207
 Email: engineering@sandiego.gov



Pacific Village - Improvements
 Status: Construction
 RE: Tuan Le
 Contact: TAl@sandiego.gov
 858-654-4473
 Contractor: Kurt Bruskotter
 Contact: kurt.bruskotter@lennar.com
 858-618-4913
 Start Const: 5/13/2019
 End Const: 7/23/2019

Legend

- New Water Main
- Water Main Replacement 16 inch
- Pacific_Village
- Remove Pump Station
- Abandon/Remove Water Main



COMMUNITY NAME: Rancho
 Peñasquitos and Carmel Mountain

COUNCIL DISTRICT: 5

SAP ID: B19093 (W)



Date: May 8, 2019

Rancho Peñasquitos Improv 1 Appendix F - Adjacent Projects Map

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APPENDIX G

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>	Sediment Controls									
Date: Time: Date: Time:	Start End				pH	Unit			Range 6.5 to 8.5			
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>	Sediment Controls									
Date: Time: Date: Time:	Start End				pH	Unit			Range 6.5 to 8.5			

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 H
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) _____
UN/NA NO. WITH PREFIX _____

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

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM 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 I

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

Photo 1



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

Photo 2



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

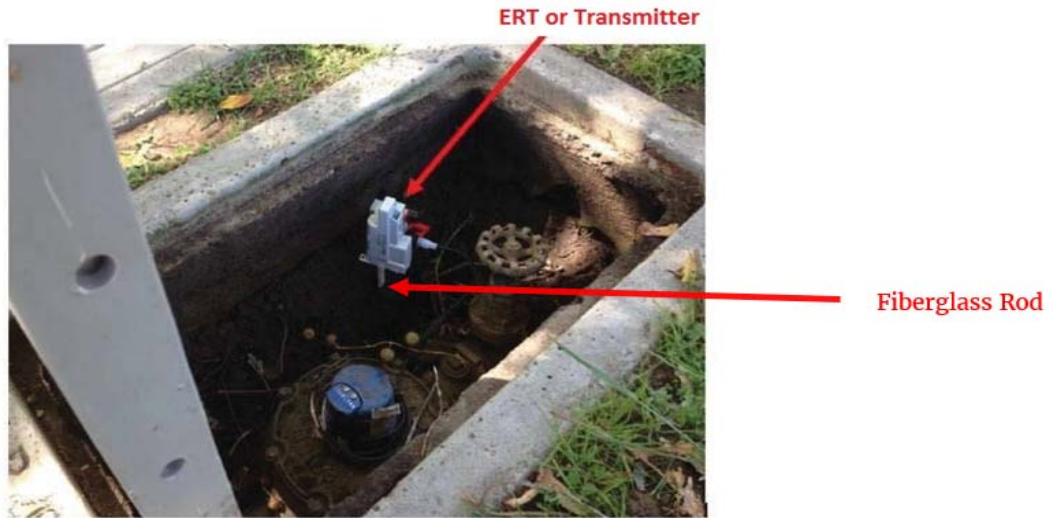


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



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

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

Photo 8



Network Device

Photo 9



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

APPENDIX J

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

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:

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 will be considered non-responsive and rejected.

3. Summary of Proposal (5 Points Max)

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

4. Project Team (10 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. Structural (Caltrans Form TR-0133 is required)
 - 4.1.4. Environmental
 - 4.1.5. Geotechnical
 - 4.1.6. Corrosion

5. Technical Approach and Design Concept (35 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. Pipeline alignment, sizes and locations of appurtenances
 - 5.2.2. Design of pipeline through the bridge; knowledge of cathodic protection, Caltrans requirements, bridge cells, and connections through the abutments.
 - 5.2.3. Identify locations where water, sewer, storm drain separation will not be met as specified by the State Water Resources Control Board- Division of Drinking Water and describe design approach to remedy the issue if applicable.
 - 5.2.4. Traffic Control Approach - The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
 - 5.2.5. Quality Assurance/Quality Control Plan (QA/QC Plan) - The Design-Builder shall submit a QA/QC Plan specifically developed for this Project. The Design-Builder's QA/QC Plan shall comply with the City's Quality Assurance/Quality Control Plan Guidelines (see attached Contract for Guidelines). The QA/QC Plan shall describe the tools, process, and resources the Design-Builder shall use to ensure that it provides facilities that meet the requirements of the Contract.
 - 5.2.6. Paving Restoration.
 - 5.2.7. Water highlining plan
 - 5.2.8. Phasing of design and construction work
 - 5.2.9. Curb Ramp Design and Installation plan pursuant to the Access Law Guidelines (part of the bridging documents) and highlight any Modification, if any.
 - 5.2.10. Phasing and Coordination with Adjacent Projects
 - 5.2.11. Approach in obtaining Caltrans permit with respect to project schedule
 - 5.2.12. Site investigation during design
 - 5.2.13. Storm Water Pollution Control Best Management Practices.
 - 5.2.14. Subsurface Investigation and Geotechnical Work.
 - 5.2.15. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design) and proposed durations.

- 5.2.16. Permit; the Design-Builder shall identify what permits are required and what is the proposed plan/timeline to obtain the required permit(s).
- 5.2.17. Coordination with other agencies and getting permits as applicable.
- 5.2.18. Estimate the following quantities amounts need to complete our entire project, per your proposed design and construction methods. Quantities will only be used to evaluate the Technical Portion of the RFP. The actual quantities will vary during the actual design and construction of the project:
 - 1) Additional Bedding - __CY
 - 2) Imported Backfill - __TON
 - 3) Asphalt Pavement Repair - __SF
 - 4) Additional Curb & Gutter - __LF
 - 5) Additional Sidewalk Removal & Replacement - __SF
 - 6) Additional Pavement Removal & Disposal - __CY

6. Construction Plan (35 Points Max)

- 6.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 6.1.1. Construction approach and methods
 - 6.1.2. Plan for operation of facility during construction
 - 6.1.3. Special inspection
 - 6.1.4. Plan for phasing of construction activities
 - 6.1.5. General plan for functional testing and start-up.
 - 6.1.6. Proposed safety program
 - 6.1.7. Proposed emergency response plan
 - 6.1.8. Water highlining plan
 - 6.1.9. Proposed construction schedule
 - 6.1.10. Traffic Control Management
 - 6.1.11. Community Impact

- 6.2. Project Coordination - The Design-Builder shall identify the following:
 - 6.2.1. The processes and procedures it will use to ensure that all Work is properly coordinated
 - 6.2.2. The design and construction coordination requirements with governmental entities and agencies, utilities, Underground Service Alert, City forces, and all other persons or entities involved in infrastructure improvements or otherwise affected by Project design and construction requirements
 - 6.2.3. The design coordination system between drawings and specifications and disciplines
 - 6.2.4. The system for tracking questions and responses
 - 6.2.5. The system for coordinating work among subcontractors
- 6.3. Critical Path Schedule - The RFP requires the Design-Builder to complete the Project within a certain number of Working Days. The Design-Builder shall include a summary level critical path method (CPM) schedule in the form of a bar chart that identifies all Project milestones set forth in this RFP, including its Attachments such as additional tasks or milestones, as well as all critical activities the Design-Builder anticipates performing and coordinating with others to complete the Project. The Design-Builder shall include with the schedule a narrative explaining detailed procedures for ensuring all Project milestones are met. Proposals that show valid means to reduce the duration of the Project may be given favorable consideration if they demonstrate realistic activity durations and no increase in Project cost.
- 6.4. Challenges/Issues - Identify what your team believes to be the largest challenges associated with this Project. Describe how your team has overcome similar challenges on a previous Project your team has participated in. Proposals shall describe the Design-Builder's understanding of the design and technical issues involved in the Project, including those related to design review, value engineering, proposals, general contracting, schedule, site mobilization, constructability, construction sequencing, quality control, code compliance, and cost containment.
- 6.5. Describe any cost saving measures, not included in your proposal that the City of San Diego Team should consider, and the Design-Builder is willing to implement. For each recommendation, the percentage of your price proposal or time would be saved.
- 6.6. Community Outreach and Public Relations Program - The Design-Builder shall describe its general approach to building relations between the Design-Builder and the community, including how the Design-Builder will provide effective public information and respond to public concerns. The Design-Builder shall work cooperatively with the City's team and creatively integrate the needs of the community into the design of the Project.

- 6.7. Staging Area and project cleanup – What is your plan for staging area and project cleanup during construction to minimize community impacts?
- 6.8. Residents and Visitors – how will traffic and bus stops be impacted? How will you minimize the impacts?
- 6.9. Construction mitigation plan to minimize impacts to local businesses (i.e. impacts the business access and parking)

7. Presentation and Interview (10 Points Max)

8. Reference Checks (5 Points Max)

TOTAL POINTS: 100

9. Review of Technical Proposal

- 9.1. Following the receipt of the Technical Proposal, the City anticipates allotting 3 weeks for review of the Technical Proposals.
- 9.2. Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. The purpose of the presentations is to allow the Panel to ask questions and to seek clarifications about the Proposal. It also provides an opportunity for the Design-Builders to elaborate on and highlight significant parts of their Proposals. This schedule will be on a random draw basis and has no bearing on the potential for award or other significance.
 - 9.2.1. Interviews will consist of thirty (30) minute presentations by each Design-Builder; and (30) minutes for questions and answers. The presentations shall be given by the Design-Builders' key personnel who will be continuously involved on site or in San Diego in proportion to their level of involvement.
 - 9.2.2. The Design-Builders are responsible for bringing any and all equipment and materials that are required for the presentation. The City will not provide any equipment or materials for presentations.

10. Final Selection Based on Weighted Criteria

- 10.1. Based on the Design-Builders' Proposals and any follow-up presentations, and using the Project's Evaluation Criteria, the Panel will continue to rank the Design-Builder's Proposals by determining an overall score which shall be calculated as follows:
- 10.2. A maximum of 40 points will be assigned for the Contract Price as proposed. The lowest total Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Contract Prices compare to the lowest:

$$\left(1 - \frac{(\text{Contract Price} - \text{Lowest Contract Price})}{(\text{Lowest Contract Price})}\right) \times \text{Max Pts} = \text{Pts Rcvd}$$

- 10.3. A maximum of 60 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 60 times the average of the composite ratings provided by the Panel.
- 10.4. The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City's final decision.
- 10.5. For example, if the lowest total Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total Contract Price of another proposal is \$105 and the maximum allowable points is 80 points, then that Proposal would receive $(1 - ((105 - 100) / 100)) \times 80 = 76$ points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points - the score cannot be a negative number. The below example using the same 80/20 split illustrates the calculation outcomes with Firm A winning the competition even though Firm A did not have the highest rated proposal or the lowest price:

Firm	Avg. Composite Rating	Qualitative Score (20Max)	Price Proposal	Price Score (80 Max)	Total Score (100 Max)
A	85.00	17.00	\$105	76.00	93.00
B	88.00	17.60	\$130	56.00	73.60
C	50.00	14.60	\$100	80.00	90.00
Note: All figures will be rounded off to two decimal places.					

ATTACHMENT H
PRICE PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Rancho Penasquitos Improv 1**, 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	 	\$43,800.00
2	541330	Engineering and Design Services	1	D	LS	 	\$245,000.00
3	237110	Construction	1		LS	 	\$4,988,000.00
4	237110	Caltrans Encroachment Permit (EOC Type I)	1		AL	 	\$50,000
5		City Contingency (EOC Type II)	1		AL	 	\$380,0000
6	541330	WPCP Development	1	D	LS	 	\$5,000.00
7	237310	WPCP Implementation	1		LS	 	\$94,000.00
8	541370	Survey Services (Design)	1	D	LS	 	\$20,000.00
9	541370	Survey Services (Construction)	1	D	LS	 	\$10,000.00
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 9 INCLUSIVE):							\$5,835,800.00

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

Total Price For Design-Build Proposal, (items 1 through 9, inclusive) amount written in words:

Five Million Eight Hundred Thirty Five Thousand Eight Hundred 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:

Austin Cameron - President

Terry Cameron - CEO

Jeep Tharp - Vice President

Bobby Kostryka - General Superintendant

Jack Gieffels - Secretary/Treasurer

Chad Cameron - Estimator

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. 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.
- B. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- C. 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.
- D. 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.
- E. 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.
- F. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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>Barnett Quality Control</u> Address: <u>4373 Viewridge Ave Suite B</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>858-292-7570</u> Email: <u>mcook@usa-nova.com</u>	Designer	1000007909	N/A	Geotechnical Engineering	\$14,000.00	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	\$240,000.00	N/A	N/A	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>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	\$5,000.00	DVBE	City of San Diego	N/A
Name: <u>RF Yeager Engineering</u> Address: <u>9562 Winter Gardens</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>619-647-6265</u> Email: <u>rbyeager@rbyeager.com</u>	Designer	1000020466	N/A	Corrosion	\$16,500.00	SLBE	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

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

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Name: <u>San Diego Aerial Survey</u> Address: <u>650 S Rancho Santa Fe</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078</u> Phone: <u>760-295-0201</u> Email: <u>mercator@mercatorusa.com</u>	Designer	N/A	N/A	Aerial Survey	\$4,500.00	ELBE	City of San Diego	N/A
Name: <u>Testing Services & Inspection Inc</u> Address: <u>3030 Main St</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92113</u> Phone: <u>619-234-9904</u> Email: <u>tsi92113@yahoo.com</u>	Constructor	1000009488	N/A	Special Inspection	\$24,000.00	ELBE	City of San Diego	N/A

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Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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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	\$54,000.00	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	\$24,750.00	SLBE	City of San Diego	N/A

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Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
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California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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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	\$125,980.00	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	\$38,162.56	SLBE	City of San Diego	N/A

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

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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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Name: <u>G. Scott Asphalt</u> Address: <u>358 Trousdale Dr</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-420-1854</u> Email: <u>danc@asphaltrepairs.com</u>	Constructor	1000004252	751836	Slurry Seal	\$354,315.00	SLBE	City of San Diego	N/A
Name: <u>Maxim Engineering</u> Address: <u>2107 Twisted Oak Ln</u> City: <u>Alpine</u> State: <u>CA</u> Zip: <u>91901</u> Phone: <u>619-990-4245</u> Email: <u>derek@maximcci.com</u>	Constructor	1000048900	1000689	Portions of Water Main	\$560,621.00	ELBE	City of San Diego	N/A

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

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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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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 ^①	WHERE CERTIFIED ^②
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: <u>dale@dravespipeline.com</u>	Materials	1000003691	\$215,300.00	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.

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

1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Rancho Penasquitos Improv 1** Design Build Contract.
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the 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.
4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

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

Dated: November 14, 2019

The Design-Builder: TC Construction Company, Inc.

By: 
(Signature)

Title: Austin Cameron, 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 _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____
- (6) Email Address _____

IF A PARTNERSHIP, SIGN HERE:

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

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

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

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

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

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



(Signature)

Austin Cameron

(Printed Name)

President

(Title of Officer)

(Impress Corporate Seal Here)



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.

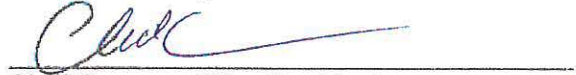
Be it resolved that Terry Cameron a 10% shareholder of the Corporation has been appointed CEO, Austin Cameron a 40% shareholder of the Corporation has been appointed President, Darren Tharp a 10 % shareholder of the Corporation has been appointed Vice President, Chad Cameron a 20% shareholder of the 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



(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 14th DAY OF October, 2019.

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

(NOTARIAL SEAL)

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
**Five Million Eight Hundred Thirty Five Thousand Eight Hundred Dollars and Zero
Cents (\$5,835,800.00)** for the faithful performance of the annexed contract, and in the sum of
**Five Million Eight Hundred Thirty Five Thousand Eight Hundred Dollars and Zero Cents
(\$5,835,800.00)** for the benefit of laborers and materialmen designated below.

Conditions: If the Principal shall faithfully perform the annexed contract, **Rancho
Penasquitos Improv 1**, RFP Number **K-20-1865-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 February 26, 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

Mara W. Elliott, Jr.
Deputy City Attorney

Liberty Mutual Insurance Company

Surety

By

Jana Bacon
Jana Bacon, Attorney-in-fact

Approved:

By

C. Abarca
Claudia C. Abarca
Deputy Director
Public Works Department

790 The City Drive, Suite 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714-634-3311

Local Telephone No. of Surety

Premium \$ 51,411.00

Bond No. 024243315

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 February 26, 2020 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)





This Power of Attorney 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 of David M. Carey]

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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of February, 2020.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 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 11-14-19

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

TC Construction Company, Inc.				
Legal Name	DBA			
	10540 Prospect Ave	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
- 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	Austin Cameron	Title/Position
		President
City and State of Residence	Employer (if different than Bidder/Proposer)	
El Cajon, CA	N/A	

Interest in the transaction
40% Owner

Name	Terry Cameron	Title/Position
		CEO
City and State of Residence	Employer (if different than Bidder/Proposer)	
El Cajon, CA	N/A	

Interest in the transaction
10% Owner

* 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

Print Name, Title



Signature

11-14-19

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	
Contact Person, Title	Austin Cameron, President	Phone	619-448-4560	Fax
			619-448-3341	

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	Jack Gieffels	Title/Position
		Secretary/Treasurer
City and State of Residence	Employer (if different than Bidder/Proposer)	
El Cajon, CA	N/A	
Interest in the transaction		
	10% Owner	

Name	Jeep Tharp	Title/Position
		Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)	
Alpine, CA	N/A	
Interest in the transaction		
	10% Owner	

* 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

Print Name, Title



Signature

11-14-19

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

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

* 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

Print Name, Title



Signature

11-14-19

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:

Rancho Penasquitos Improv 1

(Project Title)

as **particularly described in said contract and identified as RFP No. K-20-1865-MAC-3; SAP No. (WBS/IO/CC) B-19093**; 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): *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.

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
Jeep Tharp	Vice President
Jack Gieffels	Secretary/Treasurer
Chad Cameron	Estimator

Tery Cameron CEO

Bobby Kostryka General Superintendent

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.


See Attached Corporate Resolution

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

Signature Date 11-14-19

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

 Date 11-14-19
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
Global Environmental Network	Drake Muat President
	Michael Horner Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
R F Yeager Engineering	Rick Yeager President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
San Diego Aerial Surveys	Insoo Shin President

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


Signature _____ Date 11-14-19

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Maxim Engineering	Tania Tischler President
	Derek Franken Vice President
	Lawrence Findahl Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

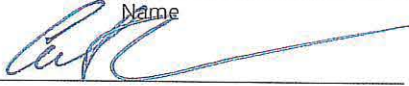
NAME	TITLE
Draves Pipeline	Dale Draves Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Barnett Quality Control	Danny Barnett President
	Dan Barnett Vice President

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

 Date 11-14-19
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
Testing Servies & Inspection Inc	Michael Diaz Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

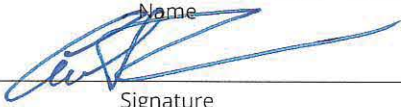
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President


Signature

Date 11-14-19

USE ADDITIONAL FORMS AS NECESSARY

MACC TASK ORDER AGREEMENT

This Phase-Funded Design-Build agreement [Contract] is made and entered into this 28 day of May, 2020, by and between The City of San Diego [City], a municipal corporation, and **TC Construction Company, Inc.** [Design-Builder], for the purpose of designing and constructing the **Rancho Penasquitos Improv 1** (Project) in the total amount of **FIVE MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$5,835,800.00)**, which is comprised of the Base Proposal, consisting of an amount not to exceed \$900,000 for Phase I, \$3,935,800 for Phase II, and \$1,000,000 for Phase III. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-20-1865-MAC-3** for **Rancho Penasquitos Improv 1**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, the Phase Funding Schedule Agreement, Agreement and Supplemental Agreements, and the

attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

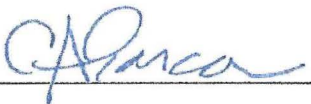
- D. Contract Documents. This Contract incorporates the 2018 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2018 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 Precedence of Contract Documents of The WHITEBOOK and shall follow that order of precedence.

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 522.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

Print Name: Claudia C. Abarca
Deputy Director
Public Works Department

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

Date: May 27, 2020

Date: 5/28/20

CONTRACTOR

By 

Print Name: Austin Cameron

Title: president

Date: 3/3/20

City of San Diego License No.: B19800473

State Contractor's License No.: 402459

City of San Diego

CITY CONTACT: Brittany Friedenreich, Sr. Contract Specialist, Email: BFriedenreic@sandiego.gov
Phone No. (619) 533-3104

ADDENDUM 1 PROPOSAL DOCUMENTS



FOR

MACC TASK NUMBER: 01

RANCHO PENASQUITOS IMPROV 1

RFQ NO.:	<u>K-17-1518-MAC-3</u>
RFP NO.:	<u>K-20-1865-MAC-3</u>
SAP NO. (WBS/IO/CC):	<u>B-19093</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>5</u>
PROJECT TYPE:	<u>KA, KB</u>

PROPOSALS DUE:

**12:00 NOON
NOVEMBER 21, 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.**

B. BIDDER'S QUESTIONS

Q1. Can you confirm that the following mandatory SLBE/ELBE requirements are correct? On past MAAC projects the Construction services participation level has always been much higher than the design services level. On this project it is the opposite.

From page 4 of the RFP:

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

SERVICE SLBE ELBE DVBE SUBCONTRACTING REQUIREMENT

Design Services 9.0% 11.3% 2.0% **22.3%**
Construction Services 4.7% 7.5% 1.6% **13.8%**

A1. See below, Section C.

Q2. Bid Items 4 and 5 (Caltrans Encroachment Permit and City Contingency) are both allowance items that have a total dollar value of \$430,000. Please confirm if this cost will be taken into account when calculating SLBE/ELBE/DVBE participations and if so please confirm that it will counted toward the construction value and participations and not the design.

A2. Please refer to the 2018 Whitebook, Section A – General Requirements, Subsection 0-6 Subcontracting.

- Q3. Regarding Supplementary Special Provisions, Section 1, Item 54 Normal Working Hours: Normal Working Hours: 8:30 AM to 3:30 PM. RFP: Section 33 Noise Abatement and Control, 33.2 – Noise levels generated by construction activity shall not exceed an average of 75 decibels ... between the hours of 8:30 a.m. to 3:30 a.m. ... 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... Is any work permitted between 7:00 AM and 8:30 AM and 3:30 PM and 7:00 PM on a Working Day?
- A3. Early start or late finish can be approved on a case by case basis. If the traffic control plans permit day work, the Design-Builder shall submit a request for modified working hours to the Engineer for review and approval. This modification can be rescinded at any time if deemed necessary by the City.
- Q4. Re: 1. Project Description, 1.2, Installation of 2 new 12-inch parallel water transmission water mains through the bridge cells. Do casings for these lines extend outward from the Carmel Mountain Bridge Diaphragm's? Are the additional plans available showing the approaches to the bridge available?
- A4. See attached As-Builts in the link below:
<https://filecloud.sandiego.gov/url/ciix9ebdqdg597y3>
- It is the responsibility of the Design-Builder to research for any additional plans as necessary and verify field conditions. The Design-Builder shall also apply for and secure any applicable permits from Caltrans for any field investigation work on items including but not limited to the size of bridge cells and maintenance vaults to complete the design and construction of the project.
- Q5. Is there an update available to the Adjacent Projects Map? The project shown has a completion date shown as 7/23/2019.
- A5. See attached Adjacent Projects Map, page 17 of this addendum. The attached map reflects the adjacent projects as of October 29, 2019. The dates shown on the attached map are approximate dates. The Design-builder shall coordinate with any other projects as they become known during the design and construction of the project.

- Q6. Are there any new projects that are upcoming that will be adjacent to Rancho Penasquitos Project during the anticipated project duration?
- A6. See attached Adjacent Projects Map, page 17 of this addendum. The attached map reflects the adjacent projects as of October 29, 2019. The dates shown on the attached map are approximate dates. The Design-builder shall coordinate with any other projects as they become known during the design and construction of the project.
- Q7. Please confirm that bid items 2, 6, 8 and 9 indicated by "D" (*Design Element for City Use) will be the sole basis for calculating the Design SLBE/ELBE/DVBE participation and all other bid items will be calculated for Construction SLBE/ELBE/DVBE participation.
- A7. Yes, Design Element will be used to calculate Design Services subcontracting participation.
- Q8. Section 28.4.5 (page 39) of the RFP states inclusion of Hydraulic Calculations. The pipe sizes have already been determined, so am wondering what the City is requiring regarding hydraulic calculations.
- A8. Hydraulic calculations shall be required to confirm proposed pipe sizes or different pipe sizes based on the findings of the field conditions or Caltrans requirements.
- Q9. In Attachment I – Certification and Forms, please confirm all of these forms are required to be submitted with the proposal? If so, the only form that will not be required is the PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND which will only be required by the successful design-builder and to be submitted prior to award.
- A9. Correct. The Proposal forms must be completed and submitted with the Proposal, with the exception of the Performance Bond and Labor and Material Men's Bond, which will only be required of the awardee. The Contractor's Certification of Pending Actions, Mandatory Disclosure of Business interests Form, and Debarment and Suspension Certification are required at time of submittal within the allotted spot for them under General Attachments.

Q10. Section 10.3 says only that DVBE cannot be substituted for SLBE/EVBE. Please confirm whether SLBE and EVBE participation percentages can be substituted for each other. In other words, can either SLBE or EVBE participation be below what is specified in Section 10 as long as the total SLBE and EVBE participation achieves the combined SLBE and EVBE participation requirement?

A10. Did the question referred to EVBE instead of ELBE by mistake? If so, SLBE-E:BE subcontracting participation can be achieved through any combination.

Q11. Section 15.3 indicates a separate contract will be issued for maintenance and monitoring of the revegetation of the pump station site. Please verify the separate contract referenced is a separate contract with a third party and the City (outside the scope of services of this RFP), and not a separate contract with the Design-Builder.

A11. The separate contract will be between a third party and the City and outside of the scope of this RFP.

Q12. Can the remaining pages of the Caltrans bridge record drawings be provided?

A12. See attached As-Builts in the following link:

<https://filecloud.sandiego.gov/url/ciix9ebdqdg597y3>

The Design-Builder shall research for any other record drawings beyond what has been provided by the City.

Q13. Per the Section 42. Supplemental Requirements, 42.4 Re ADA improvements and the Access Law Guidelines there is a requirement to provide ADA compliant Pedestrian Ramps when the pipeline installation crosses a path of travel, etc. If the existing ADA Pedestrian Ramps are compliant, will the Design-Builder be required to replace them under this contract regardless?

A13. If the existing curb ramps are compliant, there is no need to replace them. The Design Builder shall provide documentations showing that the existing ramps meet all the current standards for the City's review and approval.

- Q14. Plan Check Distribution List – Will the contractors be handling all Distributions listed as “PM to send” or is this a City PM requirement?
- A14. The Design-Build team will handle all the distribution. The Design-Builder shall coordinate with the City PM prior to distribution.
- Q15. In Bid Sheet – Allowance items are shown for Caltrans (\$50,000), this is in conflict with Pg 78 – Caltrans Encroachment Permit 2-2.2 states contractor is going to pay all permits and field inspections. Please clarify.
- A15. The Design-Build team shall apply and obtain the Caltrans Encroachment Permit. You shall pay for and secure all permits as stated in Section 2-2.2. The City will reimburse the Design-Builder for permits & Caltrans inspection cost through the allowance bid item.
- Q16. Pg 40 – 28.7, Design and Relocation of all utilities in conflict now responsibility of design builder. How can the contractor identify utility conflicts prior to bid?
- A16. The Design-Builder is responsible to review all as-built drawings and pothole all existing utilities for conflict check at early stages of the design. If no water design alternatives/relocation are feasible due to conflict with existing private utilities, the Design-Builder shall notify the appropriate utility company and request for conflict check and relocation at the early stages of design.
- Q17. Will archeo/paleo monitoring be required in the new trench alignment?
- A17. Archeo monitoring will not be required for water main installation (existing or new trench). The area between Penasquitos Dr and Rancho Carmel Dr on Carmel Mountain Rd is high paleo sensitive area. The excavation deeper than 10 feet with 1000 cubic yards in previously undisturbed soil would require paleo monitoring.
- Q18. Pg 64 – 42.3 - Design for DDW separations – If areas are identified to need relocations to be in coordination with DDW separations how will the City coordinate archeo/paleo impacts? Will additional reviews be necessary to NOE acquired with MND document?

- A18. Archeo monitoring will not be required for water main installation (existing or new trench). The area between Penasquitos Dr and Rancho Carmel Dr on Carmel Mountain Rd is high paleo sensitive area. The excavation deeper than 10 feet with 1000 cubic yards in previously undisturbed soil would require paleo monitoring.
- Q19. Pg 77 – states the normal working hours are 8:30 AM to 3:30 PM. Working around the bridge and on Carmel Mountain Road during daytime hours seems unlikely. Will the contractor be required to perform the work at night?
- A19. This language is an update to the Whitebook. Night work can be triggered for the majority or all of the scope due to high traffic volume and Caltrans requirements.
- Q20. Pg 92 – States that HAZWOPER training will be required for City Engineers, City Laboratory Technicians, and City Staff that perform onsite inspections. Please provide the number of City Staff that will need to be trained by the contractor?
- A20. This language is an update to the Whitebook and there's no known Hazardous Waste/Materials in this project. Therefore, this project is exempt from this requirement.
- Q21. Please provide any geotechnical data on Carmel Mountain Road or Penasquitos Drive that the City may have on record.
- A21. No geotechnical data, other than what is shown on Caltrans as-built, is available.
- Q22. Can the City please provide a time and date for the contractors to see inside the Los Penasquitos pump station to be abandoned. Located at 15265 Andorra Way.
- A22. Due to limited time, site visit cannot be arranged at this time.
- Q23. The contractor is required to abandon the 20" RCSC main down to the 24" RCSC line located between the pump station and the southbound I-15 Freeway. Will the contractor be required to obtain access from the Freeway for this work? Is there another access point from the City Right of Way?

- A23. One access is through the City easement from Andorra Way. It is the responsibility of the Design-Builder to investigate the site, and if access from the freeway is needed, then the Design-Builder is required to obtain the necessary permits.
- Q24. Does the existing piping surrounding the pump station enter into the homeowner's right of way? If so, will the contractor be responsible for any kind of letters or requests to enter the private homeowners property? The as-builts in this area are inconclusive.
- A24. The existing piping and the pump station is within the City easement; however, coordination with the homeowner to enter the property is required.
- Q25. This project did not include an ADA Memo, only the ADA guidelines. After our initial job-walk it appears the existing ADA Ramps are within code. Was it the City's intent to leave out an ADA memo because there is none on this project?
- A25. Please refer to the RFP, ADA guidelines, and Caltrans requirements. The Design-Builder shall investigate the site, design, and construct any triggered curb ramps within the scope if they are not compliant. The scope of work shall also include the installation of pedestrian barricades and trimming back medians outside the crosswalk as necessary. All crosswalk shall be replaced with continental crosswalk. You shall investigate the following locations:
- a. Carmel Mountain Rd & Gerana St
 - b. Carmel Mountain Rd & Caminata Soleado
 - c. Carmel Mountain Rd & Caminata Duoro
 - d. Carmel Mountain Rd & Penasquitos Dr
 - e. Cuca St & Penasquitos Dr
 - f. Carmel Mountain Rd & I-15 southbound on-ramp/off-ramp
 - g. Carmel Mountain Rd & I-15 northbound on-ramp/off-ramp
 - h. Carmel Mountain Rd & Rancho Carmel Dr

- Q26. Page 65 paragraph 42.11 of the RFP will require the installation of Type II over Type III Slurry Seal on various streets. We have found that installing this much slurry will leave the existing facilities (gate valves, manholes, etc...) too low and will need to be raised to grade to match the new elevation of the street. Who will be responsible to raise facilities not owned by the City?
- A26. The Design-Builder shall only raise City owned facilities but shall notify the owner of other utilities (not owned by the City) to raise their own facilities.
- Q27. Page 65 paragraph 42.11 of the RFP requires the contractor to install Type II over Type III Slurry on only the southbound lanes. Where there is no concrete median where does the grind and overlay stop and the slurry begin in the center of Carmel Mountain Road?
- A27. The transition between slurry and overlay will be at the center of the street. However, at the intersections, the same type of treatment shall be applied to the whole width of the intersection. If a segment of the pavement requires grind and overlay, this treatment shall extend to the full width of the intersection. You shall coordinate with the Engineer during the design and construction for review, approval, and implementation of your proposed street resurfacing plan. In addition, the general requirement is to resurface curb to curb in areas with no raised median.
- Q28. Page 65 paragraph 42.11 of the RFP states that the contractor will install Type II over Type III Slurry and perform a 3" Grind and Overlay on Carmel Mountain Drive. Caltrans will require a different street improvement Standard than the City's. Please provide a scope of work for the paving areas in the Caltrans Right of Way.
- A28. All work within the Caltrans Right of Way shall be in accordance with the Caltrans Highway Design Manual. At a minimum, the entire width of the lane where the trench alignment is shall be cold planed and overlaid to a depth of 0.20 feet, and the rest of the width of the entire roadway shall be Caltrans Type III slurry seal. This a general description, and will most likely change when the permit is reviewed by Caltrans. Some other requirements related to Encroachment Permits are at the link below:

<https://dot.ca.gov/programs/traffic-operations/ep/ep-manual>

- Q29. The RFP states on page 65 paragraph 42.11 Street Resurfacing: The paving schedule for Carmel Mountain Road (Northbound) between Gerana Street and Penasquitos Drive shall be 3" full width grind & AC overlay. The remaining streets including Carmel Mountain Road (Southbound) will require Type II over Type III slurry seal with additional Type I over the bike lane as applicable. Question: Is the City requiring the contractor to perform a 3" grind and overlay on the EAST northbound lanes ONLY or ALL the lanes on Carmel Mountain Road north from Gerana Street?
- A29. The 3" full width grind and overlay shall apply to all lanes.
- Q30. Plan distribution checklist – Is D/B to perform all duties listed as PM, or is city to perform?
- A30. The Design-Build team will handle all the distribution. The Design-Builder shall coordinate with the City PM prior to distribution.
- Q31. Please provide the ADA memo for this RFP.
- A31. Please refer to project scope and ADA Guidelines provided in the Bridging Documents.
- Q32. Per page 5 of the solicitation, please confirm the City's intent to hold presentations or interviews prior to award of the project. This has not been a requirement in the past for specific task orders, only during the shortlist process.
- A32. Yes, there will be a presentation/interview before the award. This is a requirement for this task.
- Q33. What are the estimated fees associated with the Cal Trans permit and their inspection costs? Can the City provide an allowance item for this?
- A33. There is already an allowance bid item for the permit and inspection costs.
- Q34. Will a revegetation plan, 120 day PEP and 25 month maintenance and monitoring program be required at the pump station demo site?

- A34. Yes. However, the 25-month monitoring and maintenance is outside of the scope of this RFP. City will execute a separate contract for this at a later date.
- Q35. Referenced Chapter 6 Caltrans Utility Permits, Methods of Installation
- Per Chapter 6 Caltrans Encroachment Permit Manual 1: Underground installations within highway right-of-way must be performed using a trenchless technology method (Bore & Jack, Horizontal Directional Drilling, Microtunneling, Pipe Bursting or Pipe Ramming) unless specified otherwise by permit. There is a significant amount of pipe between the bridge abutments and the Cal Trans ROW, please confirm there is no requirement for these portions of main to be trenchless.
- A35. All work within Caltrans Right of Way shall conform to Caltrans requirements unless otherwise approved.
- Q36. Pg. 5 of solicitation, section 10.2. States that only 1st tier subs count towards goal. If design engineer that is part of DB team hires a design sub will this qualify as a 1st tier sub and be credited towards the mandatory goal? Technically the design engineer will be a 1st tier to the contractor thus making any subs that the designer hires a 2nd tier.
- A36. Please refer to the 2018 Whitebook, Section B - SLBE-ELBE Subcontracting Requirements, Subsection 0-3 Subcontractor Participation.
- Q37. Can the Engineer of Record sign all appropriate drawings, while a different engineer, who has the Certification of Structural Experience (Form TR-0133), sign the Caltrans-specific drawings as part of the overall plan set?
- A37. The Engineer of record shall determine what type of license is required to sign each sheet.
- Q38. Attachment A, Part 1.2 states there is approximately 600 linear feet of new 2, 12-inch diameter parallel transmission mains through the bridge cells. The length of the bridge cells is less than 290 linear feet, so is the 600 feet collectively linear footage or 1,200 total as it currently reads. We assume that the parallel smaller water mains are only required to physically fit through the bridge cells.

- A38. The 600 linear footage is the approximate collective linear footage.
- Q39. Attachment A, Part 1.4 discusses abandonment AND removal; which one will the City require?
- A39. The pump station and all piping shall be removed. All removal shall be within the previously disturbed soil; otherwise, the archeological monitoring will be triggered.
- Q40. Attachment A, Part 2.7 states preparation and completion of a 30% design drawing are part of the Scope of Work, but Attachment A, Part 29.4 requests combining the 30% and 60% into one (1) submittal (i.e. to become a 60% only), for the areas outside of Caltrans right-of-way. We would assume that for areas within Caltrans right-of-way, a 30% design deliverable is still required. However, the City's definition of a 30% design doesn't include proposed improvements, just existing conditions and base mapping, which is not valuable to Caltrans. Does Caltrans have a definition of 30% design we can follow or does the City simply want us to engage with Caltrans as soon as possible. Or does the City still require this internally although it's outside of the City right-of-way?
- A40. The 30% design includes proposed alignment in the plan view, and it is required for the City's internal review for the areas within the Caltrans Right-of-Way. You shall engage Caltrans when required, and you shall follow all applicable Caltrans requirements.
- Q41. Attachment A, Part 6.1 states community outreach meetings shall be scheduled at 30% design, but this milestone is eliminated as stated above.
- A41. The RFP provides this general recommendation, and any modification can be submitted to the City for review and approval.
- Q42. Attachment A, Part 13.4 states the City will perform the survey monument perpetuation and preservation; does this eliminate the requirement of including the drawing as well?
- A42. No, the monument sheet shall be prepared by the Engineer of record.
- Q43. Attachment A, Part 20.1) states the design-builder is responsible for costs and delays associated with City errors, omissions, and inconsistencies. How can the design-builder be responsible for this?

- A43. This section is regarding the review of Contract Documents and field conditions. City has made an effort to eliminate errors, omissions, and inconsistencies in the Contract Documents. However, 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, and to bring up to City's attention for clarification any errors, omissions, or inconsistencies prior to submission of the Design-Builder's Proposal. Otherwise, the Design-Builder shall take responsibility for any costs or delays associated with such error, omission, or inconsistency.
- Q44. Appendix A Notice of Exemption describes an Easement Vacation, but this is not mentioned anywhere else in the RFP? Is this for the Los Penasquitos Pump Station and is it a part of the Work?
- A44. It is for the Los Penasquitos Pump Station, but outside of the scope of this RFP.
- Q45. Along the existing alignment there are three developments that are fed off the current water main in its existing condition. Is a 2" highline sufficient for these developments. If not will the contractor be allowed to install a parallel main within the City's existing permit (MND exemptions). If this is acceptable will the contractor be required to perform Archeo/Paleo survey in the new trenches?
- A45. Archeo monitoring will not be required for water main installation (existing or new trench). The area between Penasquitos Dr and Rancho Carmel Dr on Carmel Mountain Rd is high paleo sensitive area. The excavation deeper than 10 feet with 1000 cubic yards in previously undisturbed soil would require paleo monitoring. The Design-Builder shall determine how to feed the developments adequately and submit their proposal for City's review.
- Q46. On Penasquitos Drive, the north side of the street alignment, there is a lot of heaved sidewalk along this alignment from the existing trees with an overgrown root system. Will the contractor be required to repair this sidewalk as part of this RFP? Will the roots need to be removed under the supervision of a qualified arborist?

- A46. Please refer to project scope and ADA Guidelines for the requirements on the sidewalk replacement. The Design-Builder shall coordinate with the Engineer for the sidewalk replacements and any tree roots removal.
- Q47. Tie In at Gerana St. – Do we tie directly into 12" Valve #101, or do we replace the valve and reconfigure this tie in ("Detail A" from the water gate book drawings) so that all size is now 16" all the way to the existing 16" AC pipe?
- A47. You shall replace the existing 12"X10" tee, and connect all the way to the existing 16" AC. Your proposed re-configuration of this tie-in shall be subject to review and approval from the City. Additional requirements included but not limited to the installation of by-pass may apply.
- Q48. Pg 15 – Subcontractor listing regardless of tier – Names of lower tier subs are typically unknown at time of bid. Is listing of lower tier subs required at bid time or can this information be provided prior to performance of the lower tier subs work?
- A48. All information known at time of bid, must be provided at time of bid.
- Q49. Just for clarity, there should be four (4) individual 24-inch diameter steel casings installed for our use to push the proposed/future 12-inch diameter ductile iron water that are located from the existing bridge abutments to 5'-0" beyond the end of adjacent Wingwalls. This is a standard Caltrans approach for future utilities, so it is reasonable to assume that these casings are installed for bidding purposes?
- A49. Any design deviation from the standards at the time the bridge was built should be identified on the as-built drawings.
- Q50. Access into the bridge soffit to install the dual 12" pipe is below the bridge through existing manholes with lane closures in the Caltrans Right of Way?
- A50. The access is the responsibility of the Design-Builder. The Design-Builder shall design and construct the access manholes if none existing or modification needed.

Q51. Page 177 of the RFP has a new form for listing “Names of the Principal individual owner(s) / FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS” is this form required to be filled out for only first tier listed subs/suppliers and manufacturers?

A51. Yes, this form is pertaining to first tiered subcontractors, suppliers, and manufacturers.

C. CHANGES TO THE REQUEST FOR PROPOSALS

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

4. PROPOSAL DUE DATE AND TIME ARE: November 21, 2019 at 12:00 PM

2. To Section 10, SUBCONTRACTING PARTICIPATION PERCENTAGE Table, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:

SERVICE	SLBE	ELBE	DVBE	SUBCONTRACTING REQUIREMENT
Design Services	4.7%	7.5%	1.6%	13.8%
Construction Services	9.0%	11.3%	2.0%	22.3%

3. To Section 11, **SELECTION AND AWARD SCHEDULE**, page 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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 November 21, 2019

11.1.2 Presentations or Interviews December 17, 2019

11.1.3	Selection and Notification	TBD
11.1.4	Limited Notice to Proceed	TBD

James Nagelvoort, Director
Public Works Department

Dated: *November 8, 2019*
San Diego, California

JN/JB/lir

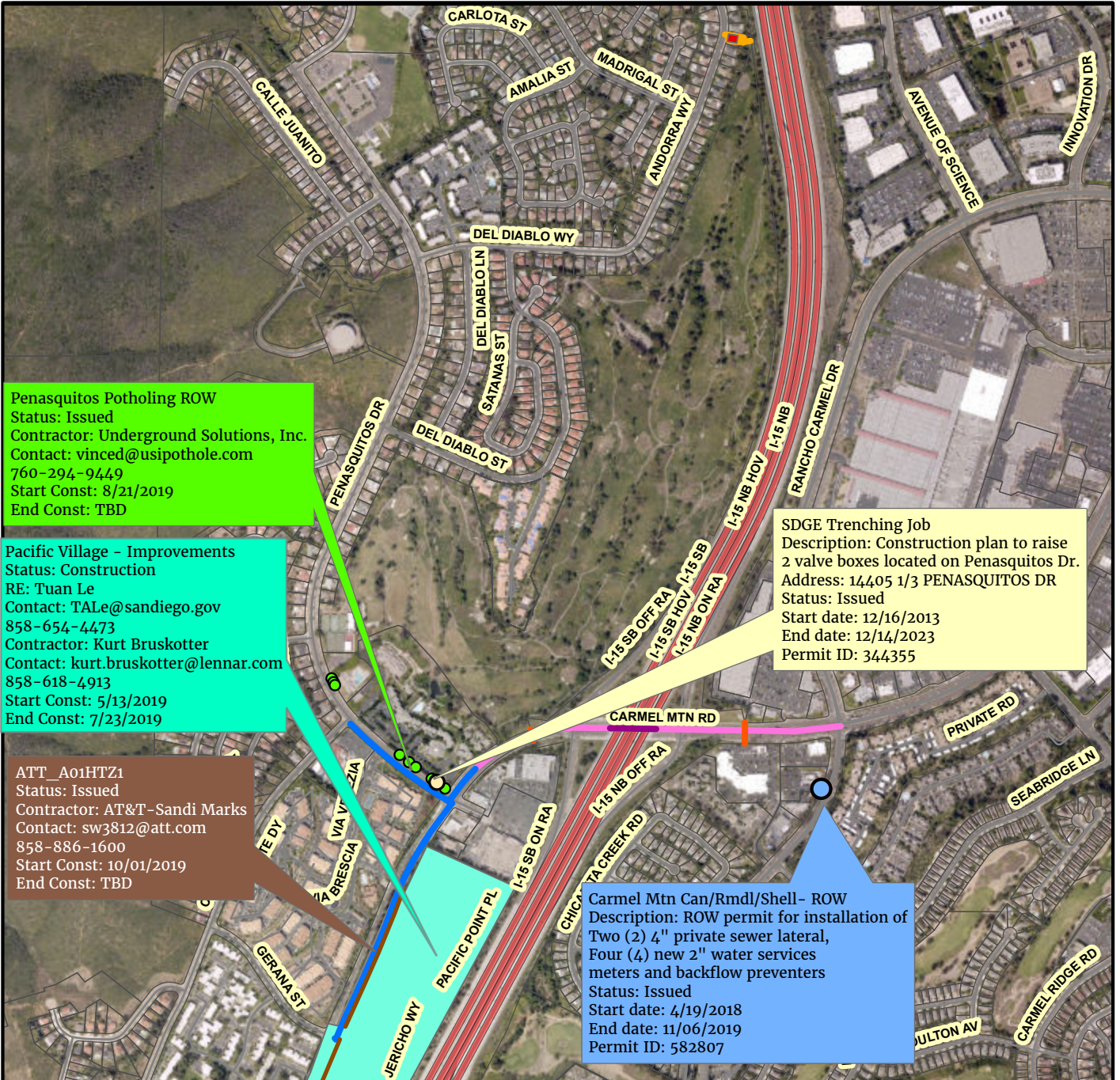
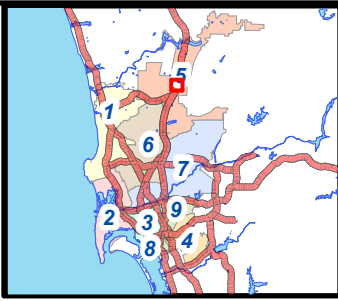
The City of
SAN DIEGO Public Works
RANCHO PEÑASQUITOS IMPROV 1
ADJACENT PROJECTS MAP

SENIOR ENGINEER
 ALEX SLEIMAN
 619-533-7588

PROJECT MANAGER
 REYHANEH MARTIN
 619-533-4131

PROJECT ENGINEER
 JONATHAN LEE
 619-533-5488

FOR QUESTIONS ABOUT THIS PROJECT
 Call: (619) 533-4207
 Email: engineering@sandiego.gov



Penasquitos Potholing ROW
 Status: Issued
 Contractor: Underground Solutions, Inc.
 Contact: vinced@usipothole.com
 760-294-9449
 Start Const: 8/21/2019
 End Const: TBD

Pacific Village - Improvements
 Status: Construction
 RE: Tuan Le
 Contact: TALe@sandiego.gov
 858-654-4473
 Contractor: Kurt Bruskotter
 Contact: kurt.bruskotter@lennar.com
 858-618-4913
 Start Const: 5/13/2019
 End Const: 7/23/2019

ATT_A01HTZ1
 Status: Issued
 Contractor: AT&T-Sandi Marks
 Contact: sw3812@att.com
 858-886-1600
 Start Const: 10/01/2019
 End Const: TBD

SDGE Trenching Job
 Description: Construction plan to raise 2 valve boxes located on Penasquitos Dr.
 Address: 14405 1/3 PENASQUITOS DR
 Status: Issued
 Start date: 12/16/2013
 End date: 12/14/2023
 Permit ID: 344355

Carmel Mtn Can/Rmdl/Shell - ROW
 Description: ROW permit for installation of Two (2) 4" private sewer lateral, Four (4) new 2" water services meters and backflow preventers
 Status: Issued
 Start date: 4/19/2018
 End date: 11/06/2019
 Permit ID: 582807

Legend

- SDGE_Trenching_Job_Penasquitos
- Remove_Pump_Station
- Approximate_Caltrans_ROW_limits
- Carmel_Mtn_Can_Rmdl_Shell_ROW
- Abandon_Remove_Water_Main
- New_16_inch_Water_Main
- Penasquitos_Potholing
- Water_Main_Replacement_16_inch
- Pacific_Village
- ATT_A01HTZ1
- New_Dual_12_inch_Water_Main



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City of San Diego

CITY CONTACT: Brittany Friedenreich, Sr. Contract Specialist, Email: BFriedenreic@sandiego.gov
Phone No. (619) 533-3104

ADDENDUM 2

PROPOSAL DOCUMENTS



FOR

MACC TASK NUMBER: 01

RANCHO PENASQUITOS IMPROV 1

RFQ NO.:	<u>K-17-1518-MAC-3</u>
RFP NO.:	<u>K-20-1865-MAC-3</u>
SAP NO. (WBS/IO/CC):	<u>B-19093</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>5</u>
PROJECT TYPE:	<u>KA, KB</u>

PROPOSALS DUE:

**12:00 NOON
DECEMBER 9, 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.**

B. BIDDER'S QUESTIONS

Q1. Bridge

Steel casing from bridge abutment to limits of CALTRANS ROW?

Answer #4 in Addendum #1 tell the contractor to apply for and secure a permit in order to conduct further field investigations to answer any other questions related to the Caltrans portion of work. This is not reasonable as a typical CalTrans permit requires the submission of a set of Plans for Caltrans to have something to review and comment on. Furthermore, a field investigation will not dictate the following items that will cause a drastic range in pricing:

Where will the encasement be required going through the existing cells of the bridge. The current opening is approximately 17" and the OD of 12" pipe with bells is approximately 15" to 16". This does not leave room for the installation of a casing through the bridge along with the newly required 12" pipe. Is a casing or encasement in fact required for the installation of the new 12" pipe through the bridge? Secondary to that question, if an encasement is required by Caltrans will the City allow the reduction in pipe size down to 10" or 8" in order to install the pipe inside of a casing that will fit through the existing 17" opening? If the bridge is to be modified in order to facilitate the installation of the new pipe will a structural engineer be required to do a full assessment of all modifications to the bridge structure along with confirmations that the bridge was originally designed to carry both the new pipe and an encasement for the new pipe?

Will the encasement/casing be required from the end of the bridge abutment to the limits of the Caltrans ROW? Please define the limits.

Type of pipe – What type of pipe will be required for the 12” water main going through the bridge? Please either define the type of pipe or provide a range or materials that will be approved for installation as prices range drastically from each different type of piping system.

A1. The Design-Builder is responsible to propose a design and construction methodology for the project scope, as defined in the RFP, that will satisfy the requirements of the City and Caltrans.

Q2. Valves

Penasquitos Drive quantity of valves – City of San Diego Facility Design Guidelines require three valves at all tees in commercial areas. The run of pipe on Penasquitos Drive has multiple large diameter services which will require tees. If three valve clusters are required at each of these tees, this run of pipe will have 15-20 valves. Will a three valve cluster be required at each of these services?

A2. Please refer to City of San Diego Water Design Guidelines. This requirement generally applies to the connecting water mains unless there are special circumstances. The Engineer of record shall design the pipelines with adequate system reliability and redundancy per City of San Diego Water Design Guidelines.

Q3. Fire hydrant spacing – There are existing fire hydrants within the housing developments that will not be impacted by the new water main replacement and will remain in place. Facility Design Guidelines state that fire hydrants shall be no more than 350’ apart. When designing the fire hydrant spacing for the new water main, will the design-builder be allowed to use the existing fire hydrants in the housing development to fulfill the 350’ spacing requirement?

A3. Private fire hydrants shall not be used to satisfy the spacing requirements. You shall install adequate number of fire hydrants on the new water mains per City of San Diego Water Design Guidelines.

- Q4. The Pre-design map is missing large diameter water services, water services for landscape median, and fire hydrants. Please update the pre-design map to show the location and size of these services.
- A4. The Design-Builder shall investigate the site and shall include all existing services (beyond what's shown on the pre-design map) in the design and construction of this project. Please refer to RFP, Section 9, Existing Information, page 27.
- Q5. Transmission vs Distribution Main - The Project Description (Attachment A/Section 1.2) in the RFP describes the new 16" pipeline as a transmission main. The new 16" water main is replacing old distributions mains has multiple water services and fire hydrant connections, and functionally will act like a distribution main. City of San Diego requires 5' depth of cover for transmission mains and 3' depth of cover for distribution mains. Furthermore, Section 42.6 of the RFP requires bypasses for 16" butterfly valves on transmission mains. Please confirm that the new 16" water main will be a distribution main and not a transmission main. Please confirm that 3' of cover will be required and not 5' of cover. Please confirm that bypasses will not be required for the 16" butterfly valves.
- A5. Please refer to RFP, Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, page 22. This project is a combination of distribution and transmission mains. You shall comply with all the requirements as stated in the RFP and City of San Diego Water Design Guidelines.
- Q6. Given that ample time has passed since SOQ submission (2017), there are revisions to our key personnel. Please confirm that submitting full resumes, along with noting revised names on the organizational chart in the proposal is sufficient. In addition, some of the SLBE/ELBE subcontractors/subconsultants listed in our SOQ are no longer certified, please confirm these names can be replaced in our proposal.
- A6. Contractors are required to maintain original SLBE-ELBE subcontractor/subconsultants participation listed in the Request For Qualification.

C. ADDENDUM

1. To Addendum 1, Section C, Changes to the Request for Proposals, Item 1, page 15, **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. PROPOSAL DUE DATE AND TIME ARE: December 9, 2019 at 12:00 PM

2. To Addendum 1, Section C, Changes to the Request for Proposals, Item 3, page 15, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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 9, 2019
11.1.2	Presentations or Interviews	January 9, 2020
11.1.3	Selection and Notification	TBD
11.1.4	Limited Notice to Proceed	TBD

James Nagelvoort, Director
Public Works Department

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

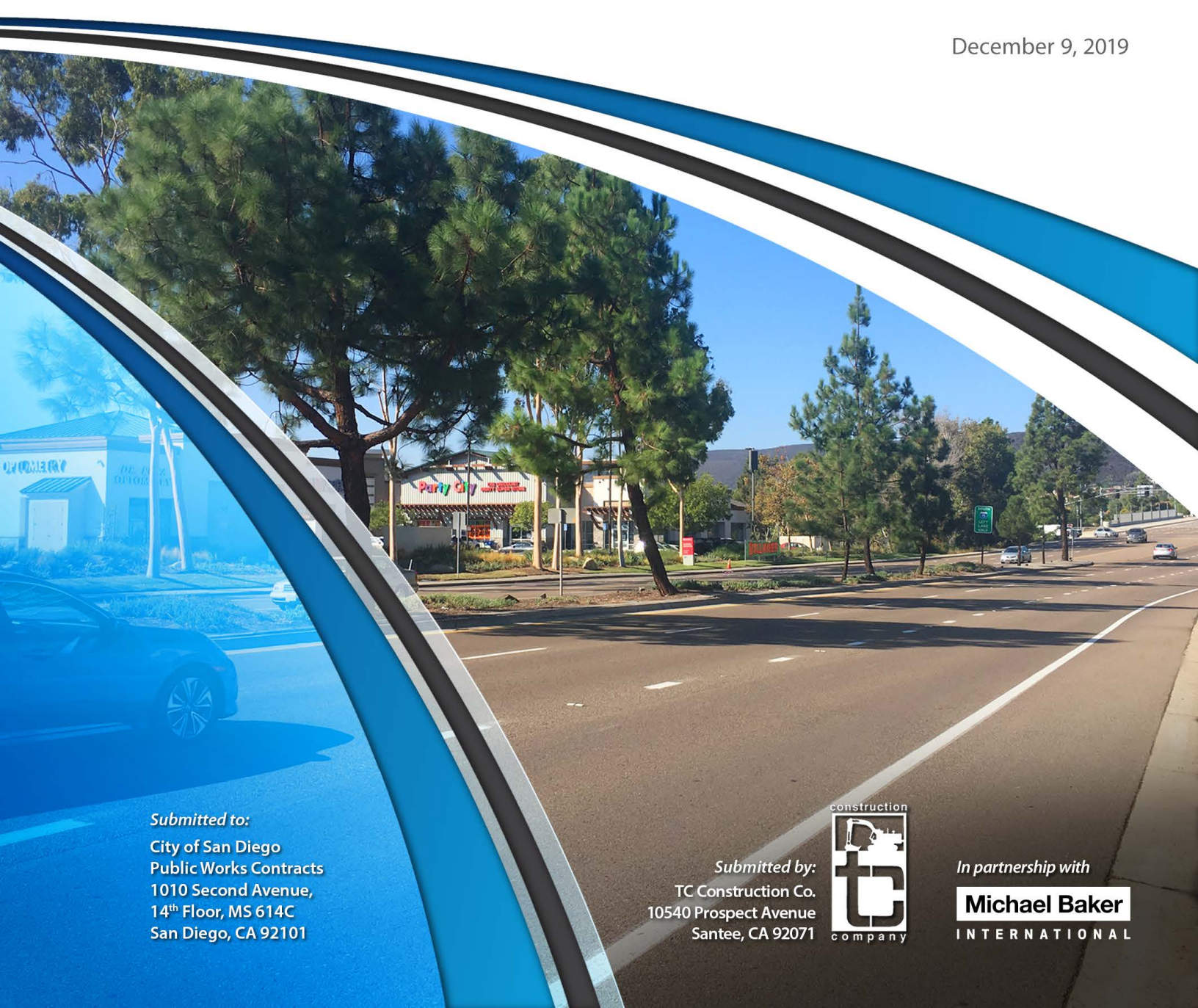
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Rancho Penasquitos Improvements 1

MACC Task Number 01

K-20-1865-MAC-3

December 9, 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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4. Project Team	6
5. Technical Approach & Design Concept.....	15
6. Construction Plan	33

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

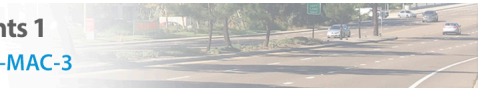
Contact information

243

Employees in SD County

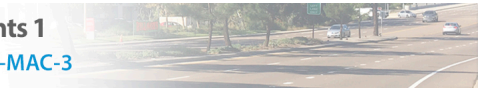
- **City of San Diego Business License Number:** B1987004773, exp. date 3/31/20
- **State Contractor's License Number:** 402459, exp. date 4/30/21, Classifications A and C21
- **Professional Engineering/Architect License Number,** CA 38217, exp. date 3/31/21

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 8, 2019, and Addendum Number 2, dated November 20, 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 Rancho Peñasquitos Improvements 1 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). Each have delivered City water and pipeline improvement projects for decades and together have delivered these projects for 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 from 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. In addition, the TCDB team provides the requisite specialized experience of designing and installing water pipelines through existing Caltrans bridge structures. Michael Baker has in-house structural design staff with more than 30 years of Caltrans experience and TC Construction successfully installed a similar water pipeline on a recent City project under Group Job 959. Our team fully understand the encroachment permit process, traffic control requirements for access control on freeways and structural design standards used by Caltrans.

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 as to oversee all members of the team.

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





John Harris, PE, CQM, will serve as the Design Manager and will manage day-to-day design tasks. His 40 years of experience promote 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 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.

ESSENTIAL DESIGN CONSIDERATIONS

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

- Developing detailed phasing plans and local access management plans to reduce community impact.
- 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 Caltrans approval.
- Developing a proactive traffic management plan with consideration to transit stops.

CONSTRUCTION IMPERATIVES

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

- Securing **pre-construction approvals** for materials, staging areas and permits to expedite the work as soon as the design process is complete.
- Providing an **efficient construction team** to work quickly in each of the project areas and move on to the next.
- 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 small sampling of our key personnel’s relevant experience is included in this section.

AUSTIN CAMERON (TC)	DESIGN-BUILD PROJECT MANAGER
<p>Years of Experience: 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 	



BRAD MIELKE, PE, SE
(Michael Baker)

STRUCTURAL ENGINEERING

Years of Experience: 41

Certifications/Registrations
CA, Professional Engineer -
Civil, 1981, 33334

CA, Structural Engineer - 1986,
2817

Education:
Architectural Engineering
(Structural Design Option)

B.A., Management Engineering

Mr. Mielke joined Michael Baker in 1992, and was a longtime leader of the Structures Department, responsible for structural and other civil engineering design and project management. His experience includes the design of buildings, bridges, flood control structures and water resource facilities, and his specialties include seismic rehabilitation of existing structures for public and private sector clients. Brad also has significant experience in the design of civil engineering structures for public works, including channels, underground box culverts, tanks, earth retaining systems, pedestrian and vehicular bridge design, and bridge retrofit design.

Responsibilities include:

- Caltrans Form TR-0133
- Structural Engineering Lead
- Coordination of structural services with TC's construction team

Brad's project experience includes:

- Caltrans "On-Call" Seismic Retrofit (PS&E), Contract 59Q037, Statewide, California
- Caltrans Phase II "On-Call" Seismic Retrofit (PS&E), Contract 59X847, Statewide, California
- Caltrans Phase II "On-Call" Seismic Retrofit (PS&E), Contract 59X847, Task Order No. 1 - La Posta Creek Bridges, San Diego County
- Caltrans - District 8 Interstate 15/Valley Wells Safety Roadside Rest Area, Caltrans On-Call (Contract No. 08A0822)
- City of Vista Vista Village Redevelopment Sustainable Renovation Project
- City of Malibu Las Flores Bridge and Las Flores Canyon Road Reconstruction
- Eastern Transportation Corridor (S.R. 241, S.R. 261) - Sections 3, 14, and 15 Transportation Corridor Agencies
- Interstate 5 / Interstate 405 Confluence and Bake Parkway Interchange (Structures), Orange County Transportation Authority
- City of Newport Beach S.R. 73/Jamboree Road Overcrossing
- City of La Quinta Adams Street Bridge Replacement Spanning the Whitewater River - Regulatory Service
- S.R. 91 Corridor Improvement Project, Riverside and Orange Counties, Riverside County Transportation Commission
- City of Irvine Sand Canyon Avenue Grade Separation at the Metrolink/BNSF Railroad





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

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



Community Liaison

City of San Diego
Certified ELBE

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.



Environmental

California Certified
DVBE



NOVA Services, Inc. (NOVA) has been providing geotechnical engineering, special inspection, and materials testing services since 2008 throughout southern California. NOVA has worked successfully in the past to provide geotechnical engineering for all types of municipal work. Projects have included reservoirs, sewer mains, pipelines, pump stations, storm drains, streets, parks, and other municipal facilities. They recently provided a geotechnical investigation for 1,000,000 SF of asphalt concrete in the Carmel Mountain Plaza Parking Lot, which is in the area for this project.



San Diego Aerial Surveys is a San Diego County firm with expertise in providing aerial mapping for engineering design projects in San Diego. Experience with projects in the City of San Diego such as land development, utility route corridor surveys, roadway improvements, and water infrastructure. Services include: Aerial photography, Digital Terrain Models, Digital Topographic Mapping, Triangulated Irregular Network, Analytical Bridging, Digital Orthophotos, Volume Calculation, GIS and GIS Base, and Infrared Photography.



RF Yeager Engineering is a DVBE/SBE, SLBE, and SCOOP certified Corrosion Engineering firm providing work primarily in the water and wastewater industries. They have built strong relationships with many of the local water agencies and municipalities and truly believe that Client and Owner satisfaction is the method in which to measure a project's success. They pride ourselves in being responsive to their Client's needs and to offer a quality product, personalized service, at a competitive rate.



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 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 **Rancho Peñasquitos Improvements 1** 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.

Michael Baker's designers and TC's construction team will work together from the outset of the project to address the technical challenges of this project in a cost-efficient manner. Our technical implementation plan will be coordinated with the City's project team and other affected City departments.

Our primary approach to **Rancho Peñasquitos Improvements 1** will be to replace all mains in-place unless the current alignment conflicts with Department of Drinking Water (DDW) requirements or other City infrastructure such as medians. The intent to replace pipelines within their existing alignment wherever possible serves four main purposes: First, it greatly reduces the opportunity for conflicts with existing underground utilities or structures since the previous main was not in direct conflict. Second, it simplifies the task of making connections to adjacent mains and services since the new connection is made in almost the same location as where it occurred previously. Third, archaeological or Native American monitoring is not required because the trench location is in previously disturbed material. And lastly, it eliminates cluttering of the City right-of-way with abandoned pipelines. This eliminates conflicts, confusion, and potential hazardous waste disposal for future projects in the area.

We have learned that the key to a successful design is effective stakeholder communication, which results in a satisfied client department who will maintain the project and the right-of-way long-term, and a satisfied project engineering department who makes sure standards are met and the project is as efficient as possible. Our approach to a successful design concept focuses on our understanding that:

- We will work through the City project management team for this project, led by Reyhaneh Martin under Alex Sleiman, who must coordinate and meet objectives for her department, and with other city departments, such as improving aging water infrastructure. For this project specifically, the challenge is to connect the existing pipe network serviced by the Los Peñasquitos Water Pump Station before the pumps reach the end of their useful life. We understand that installing the new connection before the pump station is an especially time-sensitive goal; therefore, we endeavor to coordinate and maintain an expedient schedule with the Public Works Design team that best utilizes Design-Build's advantages for streamlined project delivery.
- Right-of-way is a concern to Nabil Batta's field engineering group. Replace-in-place is preferred to remove and not abandon unused pipe from the right-of way. This leads to a



preference to at times stay in water-sewer separation Zone B (4' – 10' clear) with upclassed pipe instead of moving pipes to zone C (more than 10' clear). We will work with Ms. Martin to implement the City's general preferences for this project, addressing input from Bill Di Biase from DDW for any deviations from DDW standards, whom we have worked with on many City projects, such as La Jolla Scenic Drive Pipeline.

- A key project milestone will be our proposed Concept Design Workshop (CDW) to gather consensus on the proposed design concept and address any potential concerns from all stakeholders prior to further design development and submittals. Potential concerns may include:
 - Design, schedule, traffic control management, and execution of work within the Caltrans ROW;
 - Access to Carmel Mountain Road overpass access manways from the I-15;
 - Required SDG&E standby for 6- and 20-inch gas lines on Carmel Mountain Road;
 - Highlining and shutdown schedule for businesses, churches, developments and residents within the project area;
 - Coordination with adjacent projects including the Pacific Village development;
 - Access to facilities and appurtenances within Caltrans ROW for City Water Operations crews;
 - Separation from the existing storm drain on Carmel Mountain Road;
 - Connection to recently installed service connections for the Pacific Village development;
 - Resurfacing moratorium at the intersection of Carmel Mountain Road and Rancho Carmel Drive.
- Valve placements will be designed to help operations. We consider function and accessibility and future maintenance requirements with valve placements so that proper isolations can be made to reduce impact to customers for future maintenance of the overall system. We will call attention to appurtenance placements and the rationale for each one to Ms. Martin to help coordinate approvals.

5.2.1 Pipeline Alignment, Sizes, and Appurtenance Locations

Approximately 6,280 linear feet of water main will be constructed as noted in the RFP. The work to be done will include replacement in-place of 8", 10" and 12" asbestos-cement pipe (ACP) with 16" polyvinyl-chloride (PVC) pipe, new trench installation of 16" PVC and ductile iron (DI) water mains, and new dual 12" DI water mains through the bridge cells of the existing Carmel Mountain Road OC bridge. Additionally, the existing Los Peñasquitos Water Pump Station, and the connecting 6", 8" cast iron (CI) and 20" reinforced concrete steel cylinder (RCSC) mains surrounding it, will be abandoned. All water main improvements will be designed in accordance with the City of San Diego Facility Design Guidelines manual, approved materials list and the 2018 City of San Diego Standard Drawings for Public Works Construction.



Current fire hydrant spacing does not comply with City design standards. In order to meet the standard of 350 feet spacing within commercial and multi-family residential zones, a minimum of 3 new fire hydrants will need to be installed. Figure 1 indicates locations that have been identified as potential new fire hydrant locations.

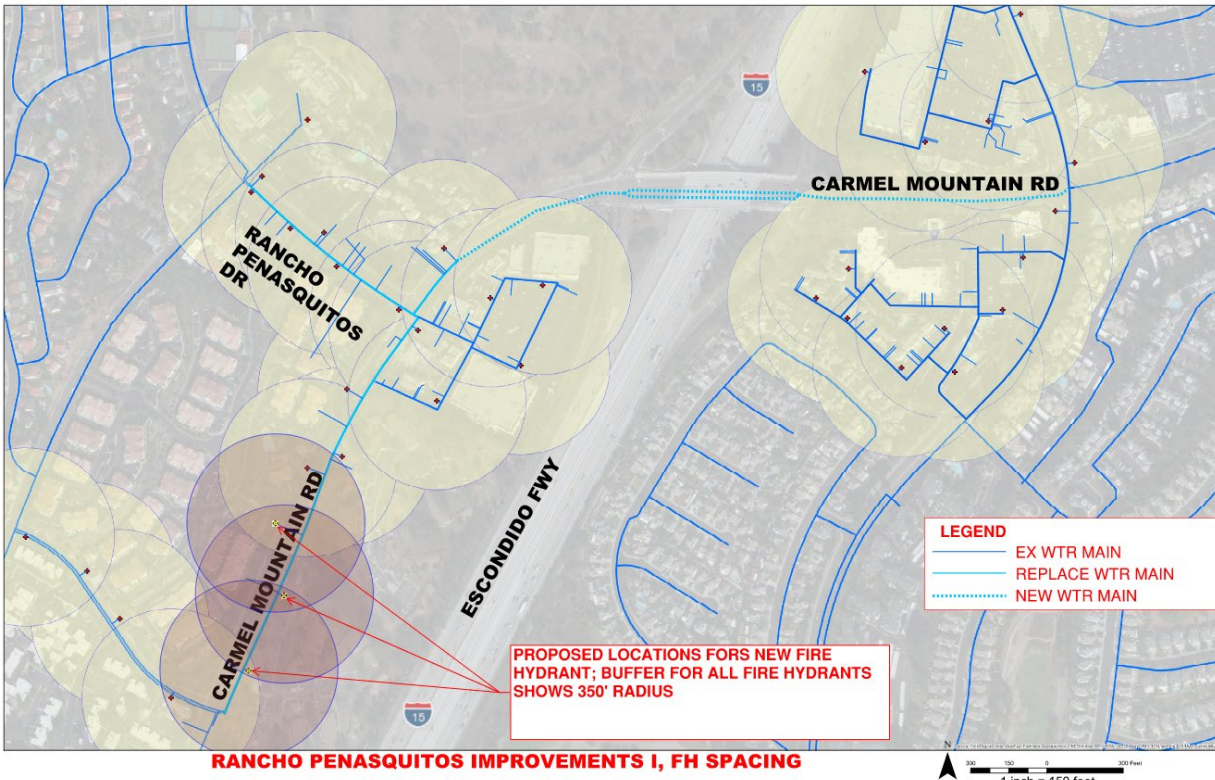


Figure 1: Fire hydrant spacing exhibit showing existing coverage (yellow circular buffers) and proposed coverage from new fire hydrants (red circular buffers.)

Air valves and blow offs will be installed at high points and low points throughout the alignment per standards delineated in Section 3.5.2 of the City of San Diego Facility Design Guide. 2" air valves and 4" blow offs will be installed on the new 16" water main on Carmel Mountain Road and Peñasquitos Drive.

Caltrans ROW and Carmel Mountain Road East of I-15 Freeway

Construction of the new water main along Carmel Mountain Road East of the I-15 and Caltrans right-of-way will consist of 675 linear feet of 16" PVC main connecting to the existing 16" asbestos cement pipe (ACP) servicing the Carmel Mall and Rancho Bernardo areas within the Carmel Mall 920 pressure zone. To comply with Caltrans standards, the 550 linear feet of 16" water main within the Caltrans right-of-way will be restrained, Ductile Iron (DI) pipe which will connect to the proposed 1580 linear feet of dual 12" restrained DI main via valve vaults to be installed on either side of the existing Carmel Mountain Road bridge. Pressure regulating stations (PRS) will not be necessary given that the adjacent Peñasquitos Pressure Zone has an equivalent zone elevation of 920 feet above mean sea level. Section 5.2.2 further discusses the technical approach for the design of the pipeline along the bridge.



Carmel Mountain Road West of I-15 Freeway

Approximately 485 linear feet of new 16” PVC main will connect to the proposed 16” restrained DI pipe on the westerly side of the Carmel Mountain Road bridge and will also tie into 330 linear feet of realigned 8” ACP water main that will be upsized to 16” PVC. The existing alignment of the 8” ACP water main, which currently resides underneath a raised median, will need to be realigned to maintain compliance with the minimum 5’ water-median curb clearance standard required by Section 3.3.1 of the City of San Diego Facility Design Guidelines. To minimize the impact to the existing median and to shorten the connections from the existing Fire Hydrant and 3 services, the TCDB Team proposes to relocate the water main to the north-westerly side of the raised median as shown in Figure 2.

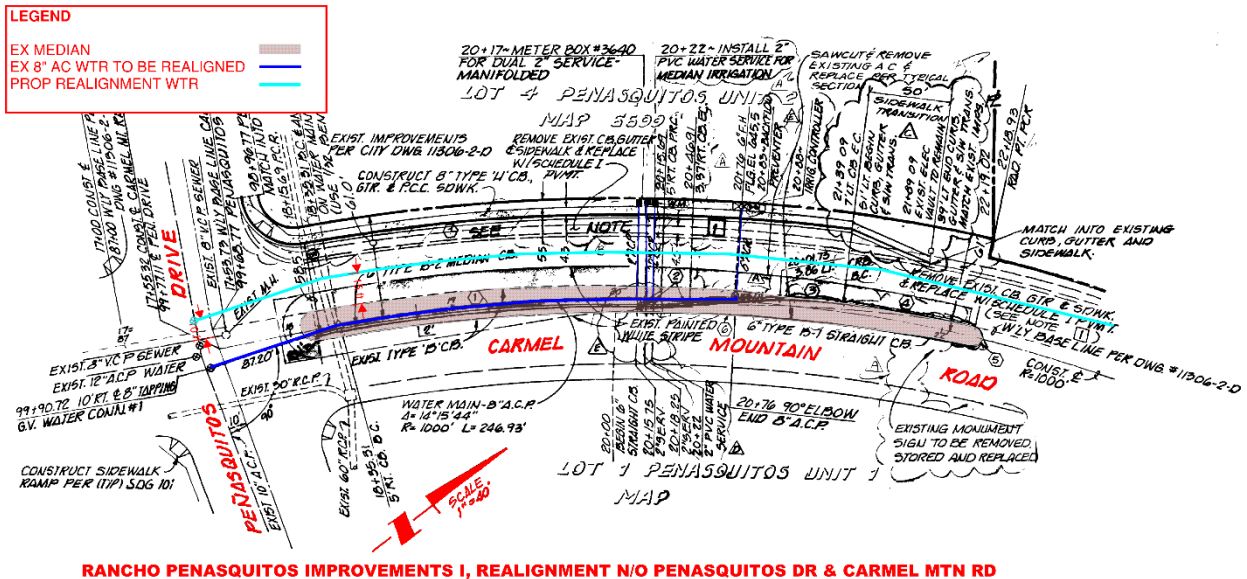


Figure 2: Exhibit showing proposed realignment (cyan) of existing water main to relocate out of raised median.

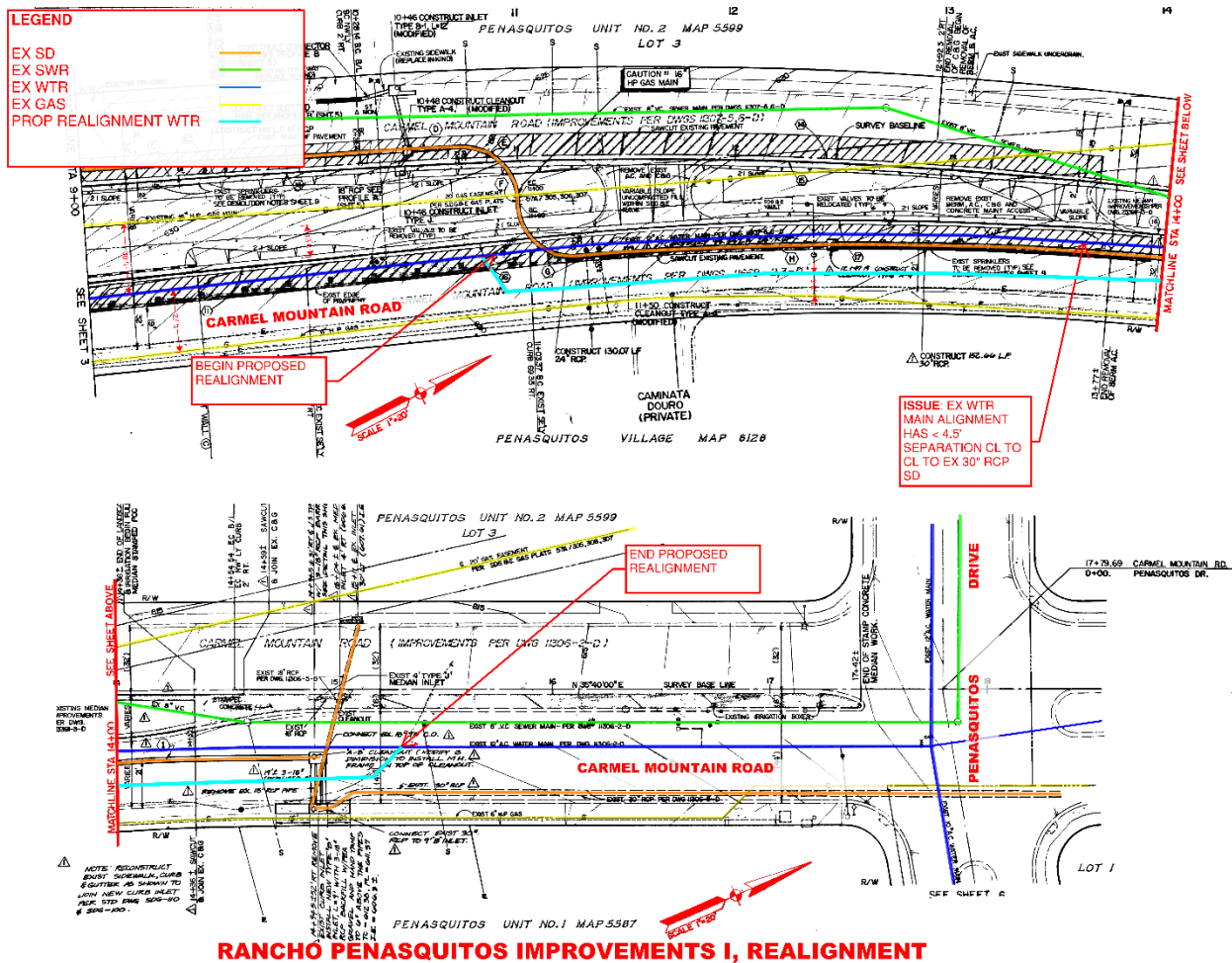


Figure 3: Exhibit showing proposed realignment of existing water main (cyan) to increase spacing from the existing storm drain.

South of the intersection Carmel Mountain Road and Penaquitos Drive, approximately 1,760 linear feet of existing 12” ACP water main will be upsized to 16” PVC main, servicing the existing commercial area east of the intersection, the Crespa Bella Apartment complexes to the south-west and the redeveloped Pacific Village to the south-east. Per Figure 3, the TCDB team proposes to relocate the existing 10” ACP main away from the adjacent storm-drain which has 4.5 feet center-line to center-line separation. The relocated main will be upsized to 16” PVC and will connect to the existing 10” ACP main servicing Gerana St.

TC Construction has installed several tees and wet taps on the existing 12” main on Carmel Mountain Road as part of the Pacific Village development. They are familiar with the existing utilities in the area including SDG&E gas lines that will require standby during construction.

Peñasquitos Drive Northwest of Carmel Mountain Road

The existing 820 linear feet of 12” ACP water main along Peñasquitos Drive, servicing the Hilton Hotel, Peñasquitos Lutheran Church, and Crespa Bella Apartments, will be upsized to 16” PVC water main. The new, upsized 16” main will run north west from the intersection of Peñasquitos Drive and Carmel Mountain Road up until the curb returns of the intersection with Cuca St.



5.2.2 Design of Pipeline Through the Bridge

Michael Baker engineers have worked on dozens of recent Caltrans bridge projects throughout southern California. The map below identifies the locations of the projects on which our Structural team have provided their services.

Michael Baker is also very familiar with delivering projects that work within Caltrans right-of-way and working with District 11 to secure encroachment permits. We understand Caltrans standards and typical staff preferences for design considerations. We also understand that existing infrastructure and right-of-way limits do not always allow those standards to be met and that there is room to work with the staff to deliver a design that works for all parties. Specifically, this project involves a Caltrans ROW that extends more than 400-feet on either side of the bridge, which means that the design will require either nearly 1,000 feet of dual mains to keep isolation valves outside of Caltrans ROW or installation of appurtenances and isolation valves for the dual mains within

the ROW. We anticipate that the latter approach will be most desirable for all parties as it will reduce time and traffic control impacts during construction and greater control of the facilities during operation if needed.

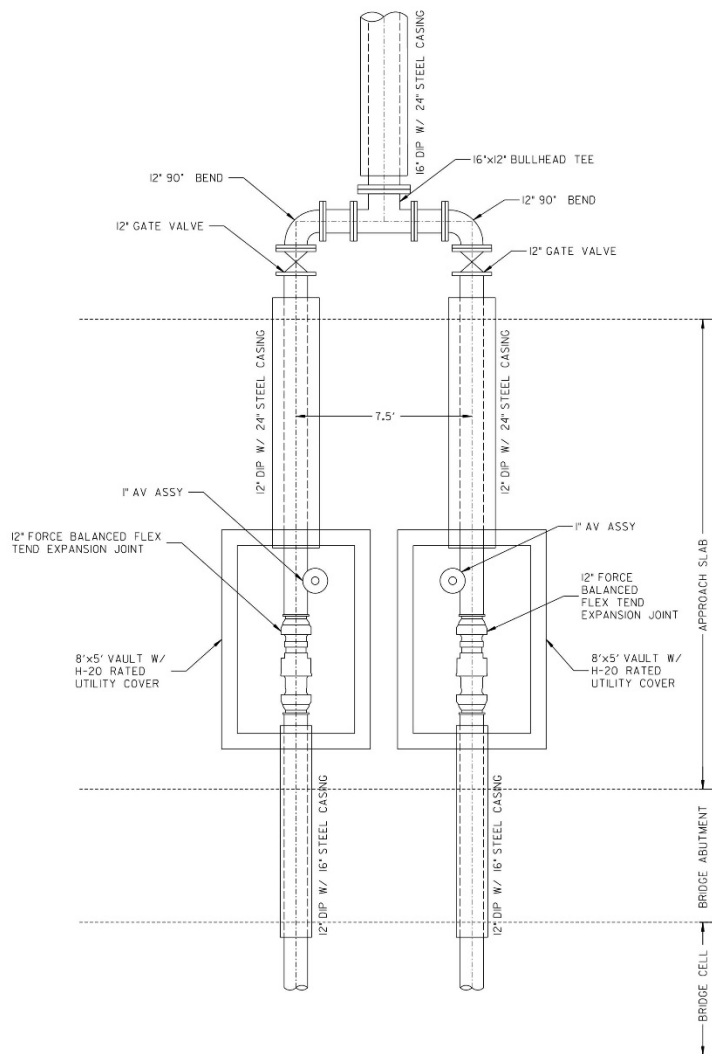


Figure 4 Configuration of water mains approaching the Carmel Mountain Road bridge

Our proposed design approach includes the installation of 16-inch DI pipe within a 24-inch steel casing from the end of the Caltrans ROW to the beginning of the approach slab of the bridge location approximately 20 feet from the abutment. The 16-inch pipe would split to dual 12-inch mains via a 16-inch by 12-inch “bullhead” tee. Isolation valves would be installed on each 12-inch main to allow for emergency shutdown of each main independent of the other.

EBA Iron Force Balanced Flex-Tend Expansion Joints will be installed to account for the potential movement of the bridge. These expansion joints are typically installed within the bridge cell itself if possible as there is ample room to allow movement of the joint. Based on our review of the as-built information of the bridge, the



Figure 5: Example of vaults for Flex Tend joints

available “knockout” space for installation of the pipeline at the abutments and bents of the bridge is approximately 18-inch by 24-inch. The outside diameter of the Flex-Tends is over 20 inches. Our approach will be to design vaults for each Flex-Tend joint as close to the abutment as possible to provide flexibility at the abutment in case of any movement caused by a seismic event. Figure 5 (left) shows a vault designed by the Michael Baker structural team adjacent to a bridge abutment that houses a Flex-Tend joint. Air valves and blow-offs will be installed within the Flex-Tend vaults to allow for emergency draining of the mains if needed.

Per item 2B in Table 6.5 of the Caltrans Encroachment Permit Manual, the box girder cell will be considered the encasement of the carrier pipe as access is available for the entire extent of the bridge and the carrier pipe will be ductile iron with restrained joints.

We anticipate that Caltrans will prefer metallic pipe to be installed through the bridge based on experience on other projects. TC Construction successfully installed ductile iron pipe on a Caltrans bridge crossing for Group Job 959 and we expect that this will be the desired pipe material for this project. We will work with Caltrans to analyze different materials such as welded steel and C900 fusible PVC as potential alternatives.

The proposed design would require installation of the ductile iron pipe on temporary rollers to support the pipe as it is being pulled through the bridge so that the bells can pass more easily. Because of the camber of the floor of the bridge cells, concrete pipe supports will not be uniform. The supports will be manufactured and brought to the site after all of the pipe has been pulled through the length of the bridge. The pipe will be hydraulically jacked at the middle of each bridge span to allow the pipe supports to slide under the pipe. The supports will then be epoxied to the bridge cell floor per Caltrans specifications.

5.2.3 Water, Sewer and Storm Drain Separation Locations and Approach

The need to ensure the safety of the public water supply is of the highest priority to the TCDB Team. We understand that when buried potable water mains are near non-potable pipelines, the water mains are vulnerable to contamination that can pose a risk of outbreak of waterborne diseases. The most effective protection against this type of potable water contamination is sound construction techniques and adequate separation of public water mains and other pipelines carrying non-potable fluids.

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. In all cases we will attempt to achieve the required 10-feet of separation before going the route of seeking DDW approval for using alternate construction criteria.

A key challenge of the project's alignment will be ensuring that DDW horizontal clearance standards are best met on Carmel Mountain Road; current separation between the existing 18-30" RCP storm drain and the existing water 12" main is less than 4 feet in some locations. As mentioned in section 5.2.1, this will warrant relocation of the existing water main alignment to best meet DDW standards. Accurate base mapping of all utilities within the project area will be completed prior to the 30% CDW. We will present the proposed alignments at the CDW to gather concurrence from all project stakeholders.

5.2.4 Traffic Control Approach

Our goal with traffic control is to be a good neighbor to the surrounding community. We intend to minimize disruptions to traffic by maintaining at least one lane of traffic in each direction for all work being performed. Based on the high traffic volumes and per the Supplemental Special Provisions provided in the RFP, engineered Traffic Control Plans will be developed for the entire extent of the project. Michael Baker will coordinate the design of the water mains to mitigate traffic disruptions during construction.

Based on our investigation of the site and available as-built information, the manways to the bridge cells that will house the dual 12-inch mains are located in the soffit of the bridge. The manways can only be accessed from the shoulders of the I-15 below the bridge. Michael Baker will prepare engineered traffic control plans for shoulder closures and, if necessary, lane closures to be performed.

We anticipate that the work to install the dual mains through the bridge will involve closure of the second left turn lane from Carmel Mountain Road to I-15 south and the first westbound thru-lane on Carmel Mountain Road for at least a portion of the work to be done. We will work with Caltrans to minimize lane closures and determine a schedule that will reduce impact to drivers as we understand this is a heavily traveled ramp system that impacts both residential drivers.

5.2.5 Quality Assurance/Quality Control (QA/QC) Plan

The design review process implemented for this project will incorporate an intensive in-house review, constructability review and subconsultant peer review, in addition to the milestone submittal reviews performed by the City. The in-house review will follow the Quality Assurance/Control Plan developed specifically for this project and utilize an ongoing "over the shoulder" involvement of the Design Manager / Project Engineer and the Project Manager. Our QA/QC plan will be consistent with the standards employed by the City's QC Division.

The Construction Manager and his staff will provide constructability input. Community and environmental impact issues will also be identified early to assure that those impacts are minimized



and communicated through community outreach efforts and comply with environmental clearance documents.

Specific elements of the QA/QC will include checking that the following are addressed:

- Project objectives from the RFP, addenda, meeting minutes, and correspondence.
- City of San Diego Design Review Checklist, including the City's QA/QC Checklist and the Survey Deliverables Checklist, for each stage of design.
- Each comment is understood and addressed.
- Submittals are complete, design plans and details meet City and internal standards of care and practice.
- Highline meets Fire Department guidelines, all services are maintained, and the plans are consistent with the phasing plan, and the phasing plan is constructible and coordinated with engineering and field crews responsible for construction and oversight.
- Review and confirmation of hydraulic calculations.
- Coordination of street sealing, water quality and horizontal control alignment plans for consistency with pipeline plans.
- Check that all reference documents are utilized and identifying and addressing any deviations from the RFP.
- Confirmation of conformance with outside standards and permit requirements, including Caltrans standards.

Prior to each design milestone submittal, Michael Baker's QA/QC Manager, Carlos Mendoza, will review with the detailed involvement and oversight of the Design Manager, John Harris, who performs a final QC review of the documents consistent with the submittal level. The review focuses on compliance with City design standards and permit requirements, CADD standards, and constructability, coordinated with input from experienced construction managers. This step will also identify issues which may require a City variance. Those issues will be documented separately and specifically brought to the City's attention. This is a critical step in allowing the City review process to be efficient and expeditious. John will coordinate this effort with the rest of the design team and will maintain a review and comment form to track comments and ensure their resolution.

Upon receipt of the City's milestone submittal comments, appropriate revisions will be incorporated into the construction documents. In addition, a log of comments will be created, and a report prepared indicating the disposition of the comment. The report will be delivered along with the next milestone submittal. Based on the RFP, the milestone schedule will include a Concept Design Workshop in lieu of a 30% submittal. We will produce a 60% submittal that includes all components listed in the Public Utilities Department's 30% and 60% submittal checklists and incorporates feedback from the Concept Design Workshop.

A final QC effort will be performed during the preparation of the as-built drawings. This process will use the red-line mark-up drawings maintained by TC during construction and approved by the City's Resident Engineer. Once the changes are shown on the design drawings, the QC engineer



will review the corrections for compliance and issue a draft set to the City's Project Manager for review.

In addition to internal Michael Baker QA/QC efforts, TC will perform constructability reviews throughout the project to identify any potential conflicts or items that may hold up construction. These items will be discussed at our team's weekly coordination conference calls and included in a tracking log of project issues with the intent to avoid surprises in the field once crews begin work.

5.2.6 Paving Restoration

All pavement removed during trenching operations will be restored in accordance with the applicable standard drawings of the City, which are based on the street classification and the type of pavement that was removed. Ten-inch deep full depth AC patches in accordance with Standard Drawing SDG-107 Type "1" are proposed for all trench patches within asphalt streets unless the road is designated as a major road or arterial. As a 4-lane collector street, Carmel Mountain Road will require a twelve-inch deep AC patch, while Rancho Peñasquitos Drive will require only a ten-inch deep AC patch per its classification as a local street.

Following trench patching, Carmel Mountain Road, north of Rancho Peñasquitos Drive and east of the I-15, will receive a 3" full width AC overlay. South of the intersection of Rancho Peñasquitos Drive and Carmel Mountain Road, the northbound lanes of Carmel Mountain Road will also receive a 3" full width overlay, while the southbound lanes will be slurry-sealed. Rancho Peñasquitos Drive will be slurry-sealed; Figure 6 graphically illustrates the restoration scope.

Per the City Engineer's 09/17/2018 Memorandum regarding Slurry Seal Requirements in the Public right-of-way, collector streets listed with a "good" or "fair" OCI rating will be slurry sealed with an RPMS Type II over Type III Slurry Seal. Local streets listed with a "good" or "fair" OCI rating will be slurry sealed with an RPMS Type I over Type II Slurry Seal. Existing striping will be replaced in kind except at lighted intersections where the existing crosswalks will be replaced with continental crosswalks per Standard Drawing SDM-116. Traffic loops damaged during construction or resurfacing will be replaced.

We anticipate that the resurfacing within the Caltrans ROW will match the 3" full width AC overlay on Carmel Mountain Road, but will work with Caltrans staff to identify the type of resurfacing prior to the CDW.

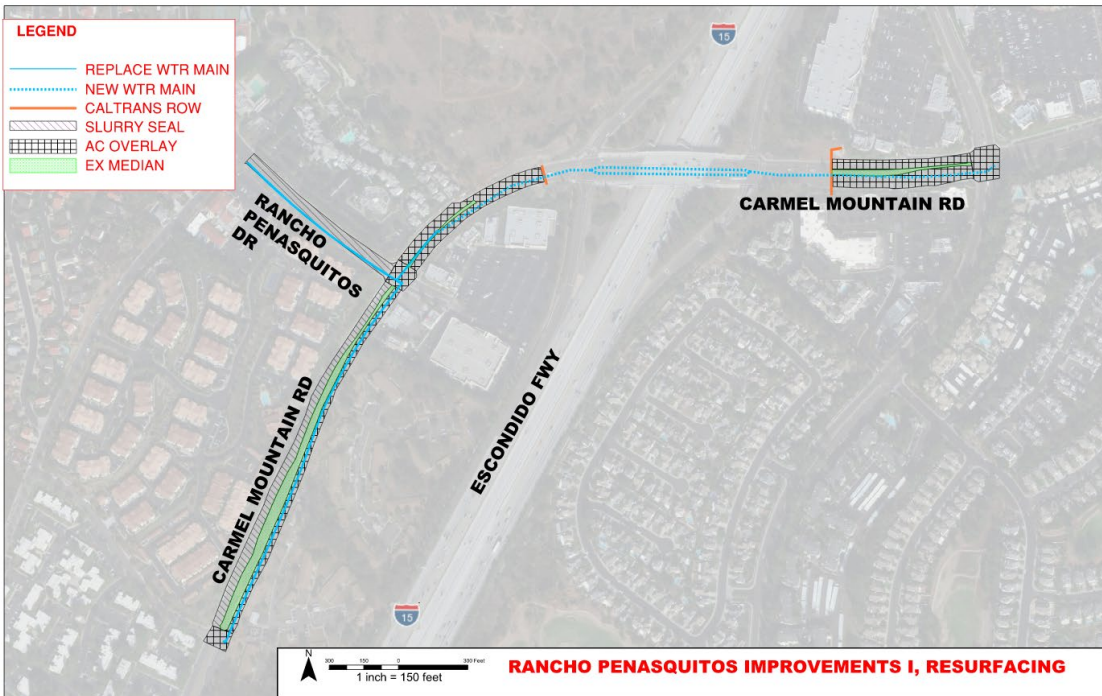
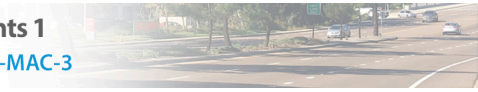


Figure 6: Proposed resurfacing within project footprint.

5.2.7 Water Highlining Plan

The water highlining plan will identify the locations of temporary cut and plugs, cut-in tees and cut-in cross locations, which the TCDB Team will install to isolate segments under construction. Per the Supplemental Special Provisions provided in the RFP, completion of the replacement work on Peñasquitos Drive and Carmel Mountain Drive south of Peñasquitos Drive must be completed within 10 days per 500 feet of pipeline installation. Noting this requirement, our highline phasing plan will be designed for fast constructability with minimal water service impacts to affected businesses and residents within the project footprint.

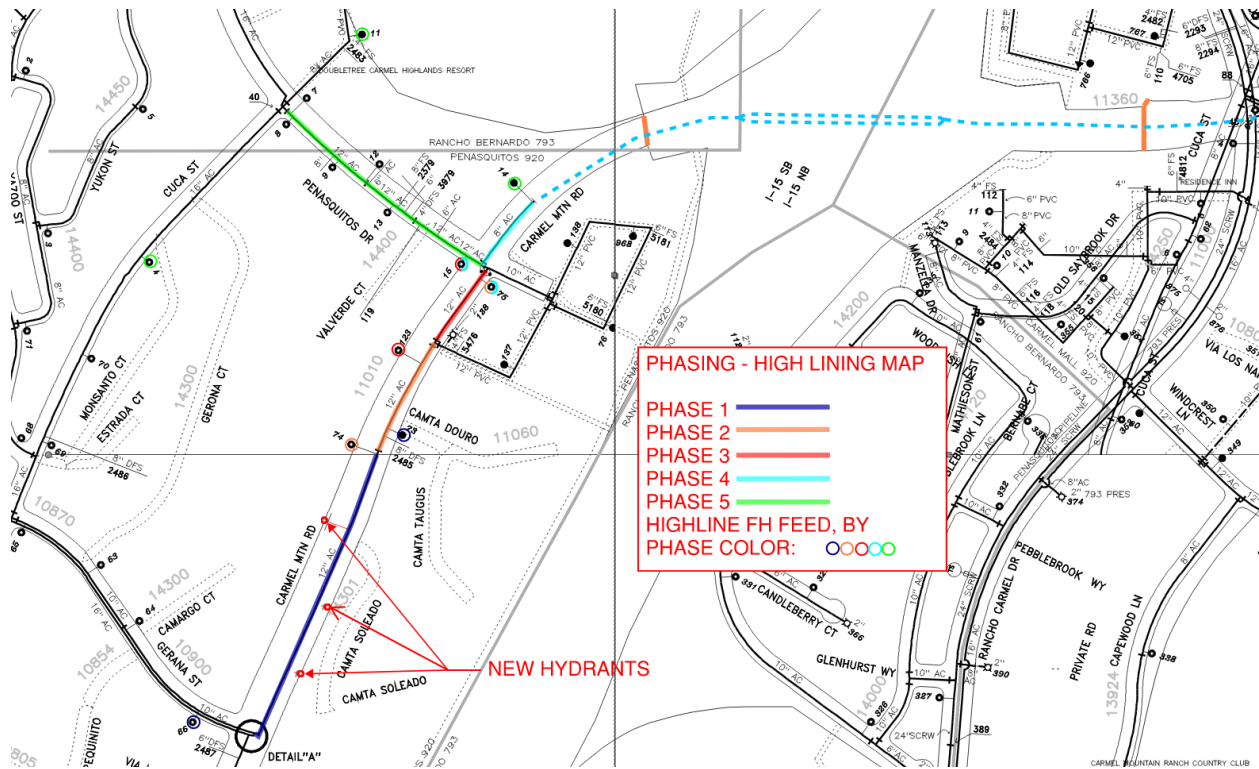


Figure 7: Proposed high-line phasing exhibit.

5.2.8 Phasing of Design and Construction Work

Design phasing of Rancho Peñasquitos Improvements I will consist of a two phases: first, the segment within the Caltrans ROW will be brought to 100% to expedite construction to mitigate potential design-related delays; the second design phase will then complete 100% design for all non-Caltrans ROW work. Construction phasing of the project will be developed with an emphasis on reducing traffic-related impacts to residents and businesses within the Rancho Peñasquitos area. The TCDB Team proposes to complete segments sequentially to avoid any overlapping impact of working on multiple segments simultaneously. A surface restoration crew will lag the pipeline crew to complete all surface restoration work. The preliminary project phasing plan is included with the project schedule enclosed with this proposal and will be updated as part of the 60% design submittal package.

5.2.9 Curb Ramp Design and Installation

Per the ADA Compliance Memorandum provided in the bridging documents, existing ramps with 3-foot or larger detectable warning tiles (DWT) do not need to be upgraded. Based on a field investigation of the project area, none of the existing ramps will need to be upgraded. There are two locations that would require a ramp to be installed: the intersection of Gerana Street & Carmel Mountain Road and the northeasterly corner of Cuca Street & Peñasquitos Drive. ADA upgrades are already planned for the intersection of Gerana Street and Carmel Mountain Road as part of the Pacific Village development’s right-of-way improvements. The image below identifies the locations where ramps will be installed in conjunction with the Pacific Village project.

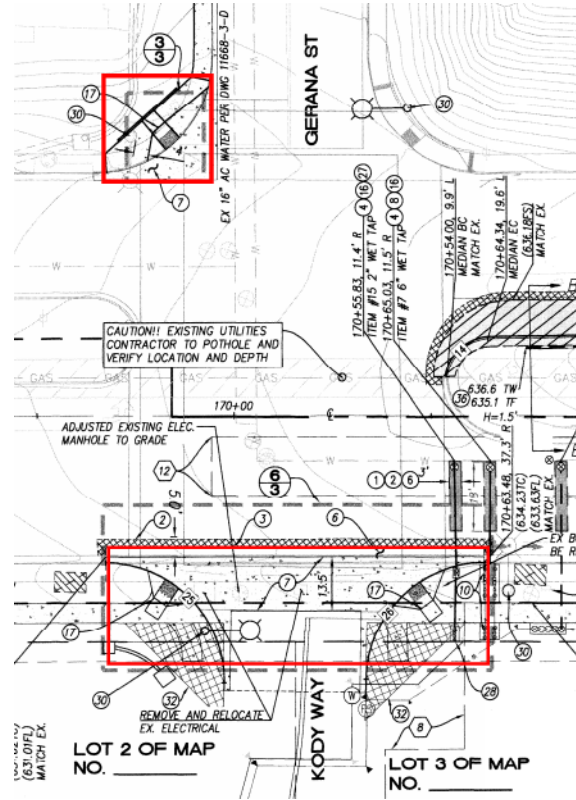


Figure 8 Locations of Pacific Village ADA upgrades

The northeasterly corner of Cuca Street and Peñasquitos Drive may not require a ramp. It is positioned next to a driveway and there are already three ramps at the intersection that can facilitate pedestrian movement to all corners. We will work with Fletcher Callanta’s ADA Compliance group to determine if a ramp is needed at this location. If a ramp is required, we anticipate that it will be a modified C2 ramp.

1: EX TYPE C1



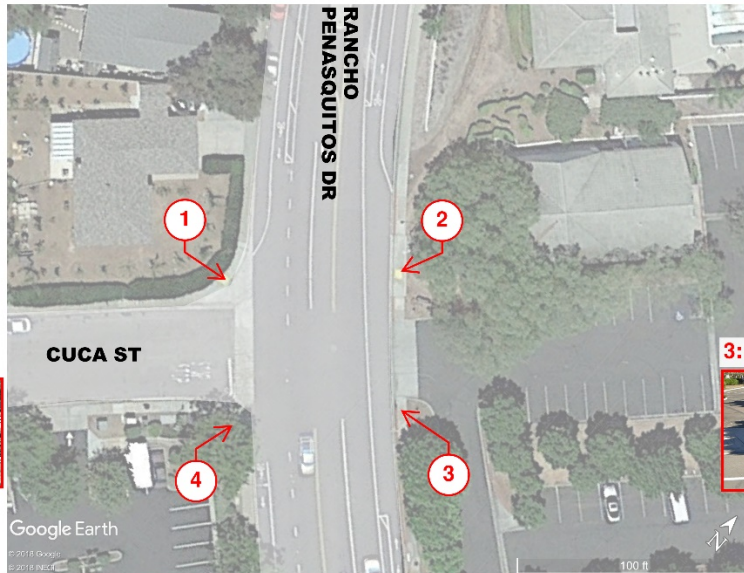
2: EX NON-STD RAMP



4: EX TYPE C1



3: PROP MOD TYPE C2



RANCHO PENASQUITOS IMPROVEMENTS - CURB RAMP LOCATION MAP

Figure 9: Existing conditions of the Cuca Street and Peñasquitos Drive intersection.

5.2.10 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. TC Construction is heavily involved with the utility work on the Pacific Village development, an active construction project which is situated along Carmel Mountain Road from Cuca Street to Caminata Douro. We will work with the project management team on the project to resolve scope and construction related conflicts along Carmel Mountain Road. Right-of-way improvements on Carmel Mountain Road include signalization of the intersection at Gerana Street, construction of driveways, ADA upgrades, and landscaping within the median. With concurrence from the City, we will invite the developer and prime contractor for the Pacific Village

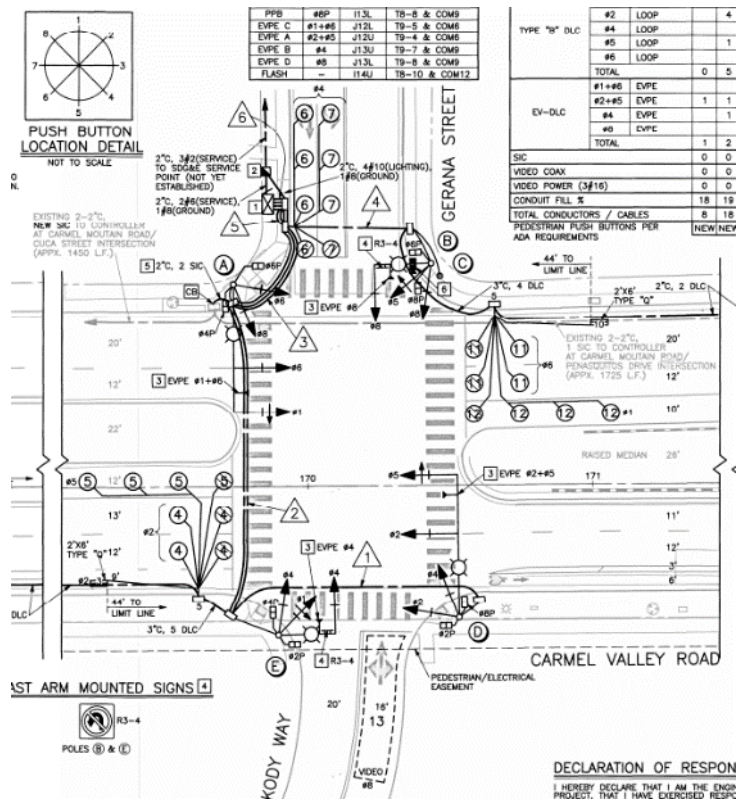


Figure 10 Plan for Signalization at Carmel Mountain Road and Gerana Street



project to the kick-off meeting and/or Concept Design Workshop to determine phasing of the projects.

TC is uniquely positioned to facilitate communication between the two projects to identify and avoid conflicts.

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. 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 **Rancho Peñasquitos Improvements 1**. 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. Below is a matrix identifying these conflicts and our proposed solution:

Project	Location	End of Moratorium	Solution
AC Paving Group 1601	Intersection of Carmel Mountain Road and Rancho Carmel Drive.	4/10/2023	We will work with the City to pursue a moratorium waiver.
Slurry Seal Group 1703	Peñasquitos Drive, west of Carmel Mountain Road	9/13/2020	Schedule work within these streets to be performed after moratorium has expired.

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.

5.2.11 Caltrans Permit Approach and Schedule

Per the Caltrans Encroachments Permit Manual, included within the bridging documents, the TCDB Team will need to coordinate with the Office of Structures Maintenance for review and approval of the proposed encroachment from the new dual 12” water mains to the existing Carmel Mountain Road over-crossing bridge. The Michael Baker design team will provide analysis to the Office of Structures Maintenance demonstrating that the proposed 12” water mains will not adversely affect the safety, design, construction, traffic operations, maintenance, or stability of the existing bridge. Proposed schedule of Caltrans Permit related items is included within Section 6.1.9.

The TCDB Team will partner with William Vivar of Caltrans early on at the project’s inception to gain a clear understanding of Caltrans’ concerns with the project. To accomplish this, the TCDB Team will hold an initial consultation with William and other Caltrans staff, which would be followed by Concept Design Workshops after each key design submittal to stay on track of the permitting process. TCDB’s Project Coordinator, Neva Cobain, has an established working relationship with William going back many years; they most recently worked together on Padre Dam ESA Secondary Connection, which required 3 separate encroachment permits.



Design of the water mains within the Caltrans ROW will be completed ahead of the rest of the 60% design submittal following the CDW to ensure that the permitting process does not delay the schedule. We will hold comment review meetings with Caltrans staff to ensure that all questions and concerns are alleviated and that the project can move forward expeditiously.

5.2.12 Site Investigation

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

In addition to potholing, the TCDB team will perform a detailed survey of the existing features of the Carmel Mountain over-crossing bridge necessary to install the proposed dual 12" water mains. The survey shall be in accordance with the latest Survey Deliverables standards provided within the bridging documents. The TCDB team will coordinate closely with City staff reviewing the survey deliverables to ensure that standards are met, correcting instances of non-compliance at no additional cost to the City.

5.2.13 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 Los Peñasquitos Watershed management area, the TCDB team anticipates that a medium-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.

5.2.14 Geotechnical Work

Geotechnical work will be performed by our SLBE subcontractor, **Barnett Quality Control Services DBA Nova Services (Nova)**. Nova will perform borings at new trench installation locations; two of the borings will be drilled near the westerly and easterly portions of the Caltrans right-of-way boundaries near the I-15. Alluvial soils, fill soils, and Mission Valley Formation are



anticipated to be encountered along the project footprint from reviews of geotechnical boring logs from past projects. Corrosivity findings analyzed from these borings will be used to evaluate the feasibility of implementing steel as the proposed casing material within the Caltrans right-of-way.

5.2.15 Proposed Design Schedule

The proposed detailed design schedule can be found in Section 6.1.9.

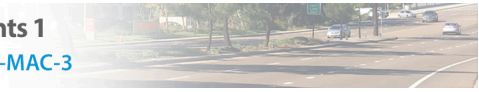
5.2.16 Required Permits, Plan and Timeline

In addition to the aforementioned Caltrans permit, described in section 5.2.11, the TCDB team anticipates noise permitting will be required as due to impacts from nightwork relating to the work within Caltrans ROW. 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.

5.2.17 Coordination with Other Agencies

The TCDB team will coordinate with the following City Divisions and Outside Agencies throughout the design process at various milestones, as indicated by the table below:

Outside Agency	Percent Designed	Submittal	Contact
Caltrans	60%, 100%	Per Encroachment Permit Guidelines	William Vivar, William.o.vivar@dot.ca.gov
AT&T	60%, 100%	1 Full Size PDF	Kristine Escalle, g44467@att.com
Century Link & Time Warner Telecom	60%, 100%	1 Full Size Hardcopy, 1 Full Size PDF	James Dailey, NationalRelo@centurylink.com
Charter Communications	60%, 100%	1 Full Size PDF	Mark Frisbie, Mark.Frisbie@charter.com
SDG&E	60%, 100%	2 Full Size Hardcopies, 1 Full Size PDF	Natalia Marsman, Nmarsman@semprautilities.com
DDW	60%	Electronic	Bill DiBiase, William.DiBiase@waterboards.ca.gov
TSW - Transportation Engineering Operations Division	60%, 100%	3 Full Size Hardcopies, 1 Full Size PDF	Julio Fuentes, (619) 5333-3092
TSW - Street Division	60%, 100%	3 Full Size Hardcopies, 2 Half Size Hardcopies	Edgar Puente, (619) 527-7527
PUD - Wastewater Treatment & Disposal Division	30%, 60%, 100%, Final	Per PUD Plan Check Memo	Jerome Potenciano, (858) 654-4437
PWD - Right of Way Division	30%, 60%, 100%, Final	Per PM Request	Reyhaneh Martin, (619) 533-4131
PWD - Construction Management and Field Services Division	60%, 100%	4 Full Size Hardcopies, 1 Half Size Hardcopy, 1 Full Size PDF	Priscilla Endres, (858) 627-3269; Ahmed Aburahmah, (858) 495-4740; John Butcher, (858) 627-3208
PWD - Project Implementation Division	30%, 60%, 100%, Final	2 Full Size Hardcopies, 1 Half Size Hardcopy, 1 Full Size PDF	Fletcher Callanta, (619) 533-3420; Catherine Dungca, (619) 533-3778; Jerry Borja, (619) 533-3758



5.2.18 Additional Quantities

- 1) Additional Bedding – 150 CY
- 2) Imported Backfill - 750 TON
- 3) Asphalt Pavement Repair - 3,000 SF
- 4) Additional Curb & Gutter - 250 LF
- 5) Additional Sidewalk Removal & Replacement - 500 SF
- 6) Additional Pavement Removal & Disposal - 150 CY



Construction Plan

6.1 Proposed Construction Plan

Construction of the **Rancho Peñasquitos Improvements 1** 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:

6.1.1 Construction Approach and Methods

We propose to begin construction immediately following the approval of the first set of signed 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.



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

6.1.2 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.

6.1.3 Special Inspection

Special inspection will be required per Chapter 17 of the California Building Code for work within the Carmel Mountain Road bridge including installation of the pipe supports and attachment to the floor of the bridge cells via epoxy, rebar inspection of the pipe supports, and pull-out testing for the pipe clamp anchor bolts. It is expected that all structural concrete and rebar will be inspected within Caltrans ROW during

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



construction. We anticipate that a special inspector may be required on site for up to a month during the installation of the dual mains through the bridge.

6.1.4 Plan for 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 on each street.

6.1.5 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.

6.1.6 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

*All new employees, regardless of their experience, are required to attend "New Hire Safety Training."
Supervisors receive additional training for Competent Person, Trench and Excavation, Confined Space, CPR and First Aid, OSHA 10 Hour and Storm Water Pollution Prevention Program (SWPPP).*



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

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

6.1.7 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:

- Working in Caltrans ROW near freeway on and off ramps.
- Traffic control and working alongside busy streets
- Location of overhead and underground electrical lines
- Underground fuel lines
- High volume traffic congested areas
- Work sites with constrained work limits
- Sanitary sewer mains and sewage spills
- Contaminated soil
- Trench shoring
- Equipment failure
- Chemical handling
- Pressure testing operations

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



6.1.8 Water Highlining Plan

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. Phasing of the highlining plan can be found in Section 5.2.7.

6.1.9 Proposed Construction Schedule

The schedule on the following page identifies the proposed phasing plan mentioned above and the key milestones planned for this project. 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.

6.1.10 Traffic Control Management

This plan will be developed in conjunction with the phasing plan. Traffic control elements such as lane closures, no parking zones detours will be developed with the assistance of the City's Traffic Department and the Field Engineering staff. Full-sized "D" sized traffic control plans will be developed for all streets within the project area per the Supplemental Special Provisions provided in the RFP. Traffic control plan elements will also consider impacts to businesses in and schools at each map location.

6.1.11 Community Impact

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

6.2 Project Coordination

6.2.1 Processes and Procedures

Overall project coordination will be the responsibility of the Project Manager, Austin Cameron, Construction Manager, Elan Schier and Engineering Design Manager, John Harris, P.E. These individuals will work together during the project's preliminary design phase to identify critical design and construction elements that will be needed to meet the requirements of the RFP, City standard policies and procedures and will set the guidelines to be followed by the rest of the team.



Over the past 17 years, Austin, Eland and John have developed a strong professional and personal relationship . Austin, Elan and John will discuss the project status at weekly meetings at TC office.

Team experience will also play a critical role in project coordination. The four key individuals of the TC-Michael Baker team combine for more than 110 years of City of San Diego pipeline construction experience. This collection of knowledge is our foundation to ensure proper coordination.

6.2.2 Requirements with Governmental Entities and Agencies

There are a number of entities that will be involved in the project coordination element of this project and each has the ability to delay the project if coordination/approval is not performed efficiently. Some of these entities include:

- City of San Diego – Right-of-Way Engineering Division
- City of San Diego – Water System Operations Division
- City of San Diego – Traffic Engineering Department
- City of San Diego – Field Engineering Division
- City of San Diego – Wastewater: Concurrent sewer improvement projects
- City of San Diego – Mitigation Monitoring Coordination Department
- San Diego Gas & Electric
- Time Warner Cable TV
- AT&T Telephone
- AT&T Uverse
- Cox Cable
- USA Dig-Alert – Sufficient lead time must be provided to complete the mark-outs

6.2.3 Design Coordination Between Drawings and Specifications and Disciplines

Coordination between drawings and specifications will be a joint effort between RBF’s design QA / QC manager and the TC’s Project Manager. RBF’s QA / QC manager will be responsible for consistency between the plans and specifications while Austin’s role will ensure the plans and specifications are consistent with the City’s construction standards and the requirements of the RFP.

6.2.4 System for Tracking Questions and Responses

Review comments and questions developed during the course of the project will be logged on a comment spreadsheet for each design submittal. The tracking log will identify the individual responsible for the comment/ question and how the comment was resolved and where in the drawings or specifications the action has been taken. A combined spreadsheet will be developed following the final design approval, which will be used to categorize comments by



drawing sheet number or specification section. Data sorting and/or key word searching can then be used to retrieve comments, if needed in the future.

6.2.4 System for Coordinating Work Among Subcontractors

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.

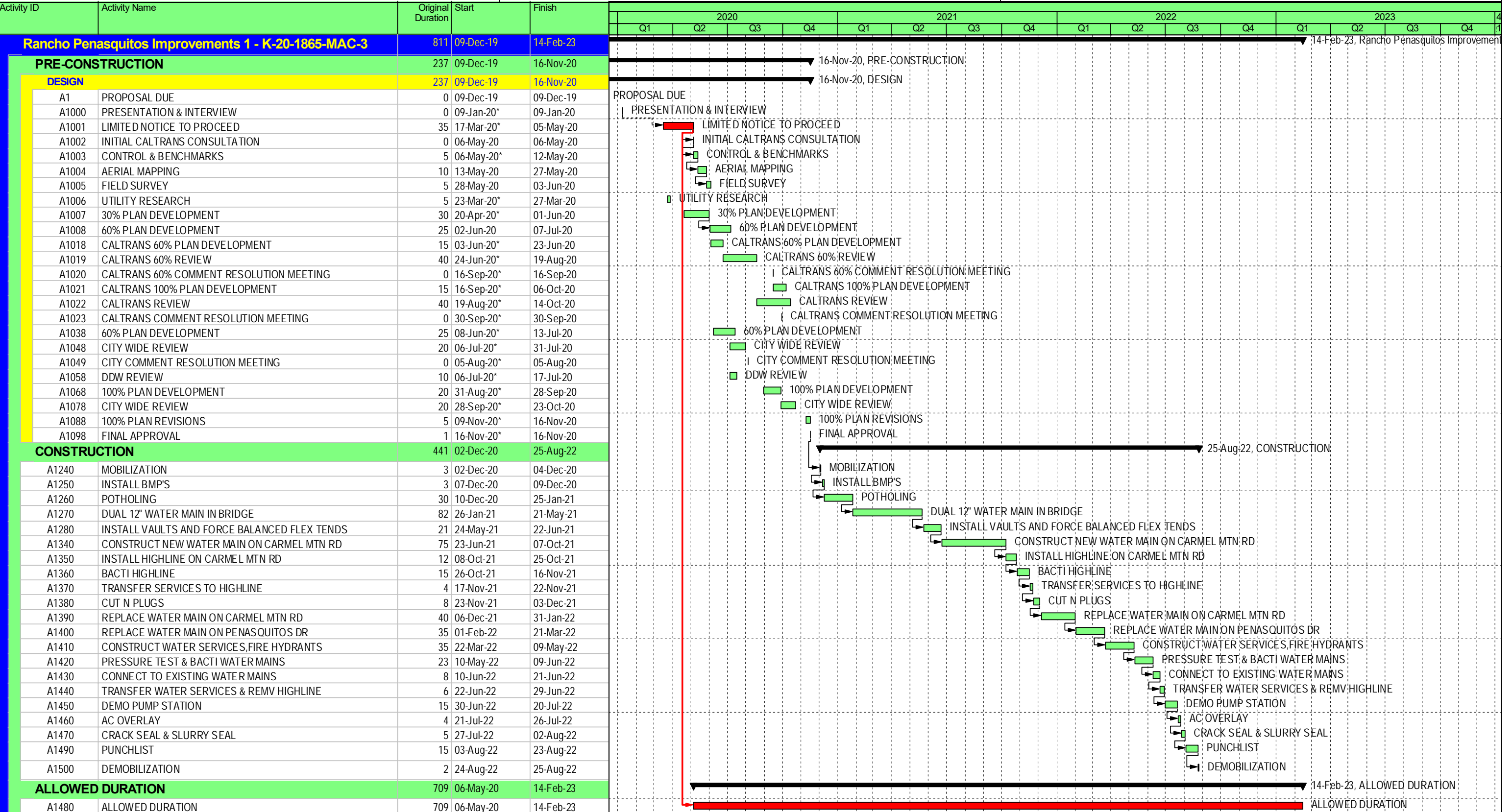
While TC is highly selective with its core group of subcontractors and has developed a strong relationship with many firms. TC also reaches out to new City of San Diego SLBE/ELBE firms and provides opportunity for growth and experience. These established and new relationships facilitate communication and interaction. There is mutual trust and commitment to work together to successfully complete each project. Our Project Manager will be responsible for this coordination effort and he will share this effort with his field superintendents and site foremen as these individuals are on the front line daily with our subcontractors. Demanding accountability at all levels of the TC organization has led to more than 38 years of success and will serve us well on this project.

6.3 Critical Path Schedule

The critical path schedule is attached on the following page.

6.4 Challenges/Issues

- The primary challenge of the project will be coordination of the work within Caltrans ROW. Upon notice of award of the project, we will meet with Caltrans staff to discuss the project and gain an understanding of their potential concerns.
- We understand that the schedule of the project will be expedited to ensure that all connections are made before the pumps at the Los Peñasquitos Water Pump Station reach the end of their useful life. We have worked with the City on expedited schedules previously including the Sorrento Mesa Recycled Water Main Extension project. We understand that completion of the project in a timely manner will take early buy-in from all stakeholders on the design concept so that the design development can move forward without interruption and allow the project to move to construction quickly.
- Based on SDG&E gas maps provided in the bridging documents and TC Construction's experience in working on the Pacific Village project, we understand that there are 6- and 20-inch gas mains on Carmel Mountain Road. We will coordinate with SDG&E to schedule standby during construction as there are several services and fire hydrant



█ Actual Work
 █ Critical Remaining Work
 ▶ Summary
█ Remaining Work
 ◆ Milestone



connections that will cross these facilities. We will pothole these gas mains early in the project schedule to ensure that we provide more than enough clearance when making the service and hydrant connections.

6.5 Cost Savings Measures

- Mains at intersection will be replaced to the curb returns to avoid future replacement within the intersection. This will eliminate redundant traffic control and resurfacing for future projects intended to replace the mains that connect to this project.
- The existing main on Carmel Mountain Road north of Peñasquitos Drive will be relocated as a median was constructed close to or above the water main trench. Relocation will avoid reconstruction of the median, curb and gutter as well as the replanting of any landscaping affected by a replace-in-place option.
- TC Construction's work on the Pacific Village project will facilitate communication between the two projects and eliminate scheduling conflicts for roadway improvements on Carmel Mountain Road. We have identified several points of overlap between the two projects in Section 5 of this proposal.

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 Rancho Penasquitos TO#1. 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.

6.6 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.

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

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.

Community Coordination

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 8.a 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.

6.7 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.

6.8 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

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.

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

6.9 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															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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
--------------------	---	---	-----	---	---	---	---	--	--	--	--	----	---	---

Grand Total All Employees 184

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

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



**TC Construction
Company, Inc.**

Building Communities Up
FROM THE Underground

November 21, 2019

TC Construction Company, Inc.

10540 Prospect Ave

Santee, CA 92071

**RE: Complaints Filed Against / MACC Task Number 01 Rancho Penasquitos
Improvements 1 – Water Main and Surface Improvements**

**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

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF STRUCTURAL EXPERIENCE
 TR-0133 (NEW 02/2004)

I, Bradley Mielke, a licensed Structural and Civil Engineer
STRUCTURAL / CIVIL

in the State of California, attest to, that I am / was responsible for the plan set design and

preparation of calculations for the project described as I-15 Camel Mountain Road OC
(Waterline Improvements) Bridge No. 57-1125,

located at Carmel Mountain Road, District 11/SD/ Route 15 /KM33.1, San Diego, California.
PROJECT NAME
STREET ADDRESS or DISTRICT / COUNTY / ROUTE / POST MILE CITY / TOWN

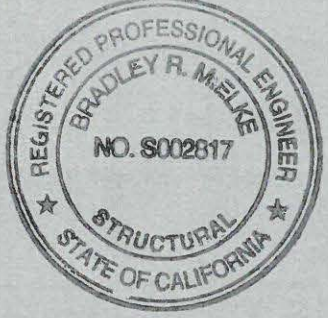
I certify and attest to, that I have five years or more of experience in
Structural plan set design and preparation of calculations,
SUB-STRUCTURAL / STRUCTURAL

to include Structural Review Approval.
STRUCTURAL REVIEW APPROVAL, SUB-STRUCTURAL REVIEW APPROVAL, TUNNELS, TUNNEL SUPPORT SYSTEMS, OR STRUCTURAL FALSEWORK

List prior projects of responsibility:

Cow Camp Road Bridges Over Chiquita Canyon	Bridge No 55C-0693L and Bridge No. 55C-0693R
<small>PROJECT NAME</small>	<small>CONTACT NUMBER</small>
I-10 Jefferson Street OC	Bridge No. 56-0862
<small>PROJECT NAME</small>	<small>CONTACT NUMBER</small>
Date Palm Drive Bridge over Whitewater River	Bridge No. 56C-0189.
<small>PROJECT NAME</small>	<small>CONTACT NUMBER</small>

PREPARING REGISTERED ENGINEER'S STAMP



I attest to the technical information contained herein and have judged the qualifications of all technical specialists providing engineering data upon which recommendations, conclusions, and decisions were based.

SIGNATURE Bradley Mielke, REGISTERED ENGINEER

DATE 11-13-19



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

