

City of San Diego

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PROPOSAL DOCUMENTS

1-Step RFP



FOR CORRIDOR IMPROV 2

RFP NO.: K-23-2107-DB1-3
SAP NO. (WBS): B-20042, B-20044
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 9
PROJECT TYPE: JA, KB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

12:00 NOON

AUGUST 24, 2022

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

DEPUTY CITY ENGINEER

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



For City Engineer

July 7, 2022

Date

Seal:



TABLE OF CONTENTS

SECTION		PAGE
1.	INTRODUCTION AND PROJECT OVERVIEW	5
2.	SUMMARY OF WORK	5
3.	FULL AND OPEN COMPETITION	6
4.	PROPOSAL DUE DATE AND TIME	6
5.	ESTIMATED PROJECT COST	6
6.	LICENSE REQUIREMENT	6
7.	CONTRACT PERIOD	6
8.	PREVAILING WAGE RATES	6
9.	PHASED FUNDING.....	6
10.	SUBCONTRACTING PARTICIPATION PERCENTAGES.....	6
11.	SELECTION AND AWARD SCHEDULE	7
12.	INSTRUCTIONS FOR PROPOSERS AND GENERAL CONDITIONS	8

ATTACHMENTS

A.	PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS.....	21
B.	PHASED FUNDING PROVISIONS.....	60
C.	EQUAL OPPORTUNITY CONTRACTING PROGRAM	63
D.	PREVAILING WAGE	83
E.	SUPPLEMENTARY SPECIAL PROVISIONS	88
	1. Appendix A - Notice of Exemption	111
	2. Appendix B - Fire Hydrant Meter Program	114
	3. Appendix C - Materials Typically Accepted by Certificate of Compliance	128
	4. Appendix D - Sample City Invoice with Cash Flow Forecast	130
	5. Appendix E - Sample Contractor's Daily Quality Control Inspection Report	133
	6. Appendix F - Monthly Drinking Water Discharge Monitoring Form	138
	7. Appendix G - Discharge Points and Flow Data	141
	8. Appendix H - Hazardous Waste Label/Forms.....	145
	9. Appendix I - Rehabilitation Data Collection – Sewer Mains Sample Data Template.....	151
	10. Appendix J - Sample of Public Notice	153
	11. Appendix K - Advanced Metering Infrastructure (AMI) Device Protection...	155
	12. Appendix L - Maps	162
F.	INTENTIONALLY LEFT BLANK.....	167
G.	EVALUATION AND SELECTION CRITERIA.....	168
H.	PRICE FORMS	173

TABLE OF CONTENTS

SECTION		PAGE
I.	CERTIFICATION AND FORMS.....	186
J.	DESIGN-BUILD AGREEMENT	199

REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

- 1.1.1. This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **Corridor Improv 2** Design-Build project.
- 1.1.2. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.
- 1.1.3. Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.
- 1.1.4. 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.
- 1.1.5. 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.
- 1.1.6. The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.1.7. 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. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

- 2. **SUMMARY OF WORK:** This is the City's solicitation process to acquire Design-Build services for a Design-Build project. The linear footage of water pipes in this project is approximately 3,080 linear feet (LF) of 8-inch and 12-inch water mains to replace existing asbestos cement (AC) water mains, construction of 8,530 LF of new 8-inch water mains, and abandonment of 8,679 LF of existing AC water mains. The upgrades in water facilities also require replumb of approximately 550 services. The linear footage of sewer pipes in this project is approximately 6,160 LF of 6-, 8-, 10-inch sewer mains to replace existing concrete (CP), vitrified clay (VC), and

Polyvinyl Chloride (PVC) mains, construction of 130 LF of new 8-inch sewer mains, rehabilitation of 1,170 LF of existing VC sewer mains, including 260 LF of trenchless installation, and abandonment of 117 LF of existing 6-inch VC sewer mains. Construction will also include approximately 147 curb ramps and 2 alley aprons. For additional information, refer to Attachment A.

3. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
4. **PROPOSAL DUE DATE AND TIME ARE: AUGUST 24, 2022 AT 12:00 PM.**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$17,900,000**.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A OR C34 AND C42**
7. **CONTRACT PERIOD:** The Project shall be completed within **487 Working Days** from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.
10. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

10.1.1. The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	10.5%
2.	ELBE participation	11.8%
3.	Total mandatory participation	22.3%

10.1.2. The Proposal will be declared non-responsive if the Proposer fails to meet the the following mandatory requirements:

10.1.2.1. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**

10.1.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF) demonstrating the Proposer made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Proposal due date if the overall mandatory participation percentage is not met.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all proposers.

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:

11.2. Proposal Due Date **August 24, 2022**

11.3. Selection and Notification **September 2022**

11.4. Limited Notice to Proceed **November 2022**

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>
- 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: <https://www.sandiego.gov/cip/bidopps/> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. **PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic proposal.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 2.5. **PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 2.6. **TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate proposal PDFs by the due date and time.
 - 2.6.1. 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
 - 2.6.2. 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 Purchasing & Contracting Department, Public Works Division 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 Engineering & Capital Projects 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:

Contract Specialist Email Address: JEspindola@sandiego.gov.

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 Engineering & Capital Projects Department Contracts Division.

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 construction unless specified otherwise in the Contract Documents.
- 11. SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

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

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

11.1.1. The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The

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

- 11.1.2.** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Technical Proposal shall be organized consistent with the format in Attachment G.
- 11.1.3.** Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with Attachment G.
- 11.1.4.** Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

11.2. PRICE PROPOSAL REQUIREMENTS

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

12. SELECTION CRITERIA AND SCORING

- 12.1.** An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.

- 12.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 12.3. The Panel will review all proposals received. 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 2-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- 13.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards

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

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

14. AWARD

- 14.1.** After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- 14.2.** The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- 14.3.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 14.4.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 14.5.** Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 14.6.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any

Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

- 14.7. To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

15. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 15.1. The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 15.2. **Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 15.3. **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- 15.4. **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 15.5. **Submittal of "Or Equal" Items.** See 4- 6, "Trade Names or Equals" 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 3-3, "SUBCONTRACTORS" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 15.7. **San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 15.8. **City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
 - 15.8.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 15.8.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 15.8.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

- 15.8.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 15.8.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 15.8.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 15.8.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.

15.9. Prevailing Wage Rates Apply: Refer to Attachment D.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/publicworks/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2021	ECPI010122-03
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 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
<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**

1. PROJECT DESCRIPTION:

This project is comprised of several water and sewer facilities identified by the Public Utilities Department as having a very high priority for replacement, rehabilitation, realignment, and/or abandonment due to excessive maintenance and/or are near the end of their life cycle. The linear footage of water pipes in this project is approximately 3,080 linear feet (LF) of 8-inch and 12-inch water mains to replace existing asbestos cement (AC) water mains, construction of 8,530 LF of new 8-inch water mains, and abandonment of 8,679 LF of existing AC water mains. The upgrades in water facilities also require replumb of approximately 550 services. The linear footage of sewer pipes in this project is approximately 6,160 LF of 6-inch, 8-inch, 10-inch sewer mains to replace existing concrete (CP), vitrified clay (VC), and Polyvinyl Chloride (PVC) mains, construction of 130 LF of new 8-inch sewer mains, rehabilitation of 1,170 LF of existing VC sewer mains, including 260 LF of trenchless installation, and abandonment of 117 LF of existing 6-inch VC sewer mains. Construction will also include approximately 147 curb ramps and 2 alley aprons. This work includes furnishing all design, labor, materials, equipment, services, and other incidental design, works and appurtenances for the construction of the Project as described in the bridging documents.

2. SCOPE OF WORK:

- 2.1** The Work and Services required of the Design-Builder include those during design and construction of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project.
- 2.2** The Design-Builder shall be responsible for performing and completing, and for causing all Sub-consultants/Subcontractors to perform and complete the design and construction of the Project as set forth in the Contract Documents.
- 2.3** The Design-Builder shall provide all Work and Services required by the Contract Documents, including those described as "if required," "if directed," "potential," "optional," "may," or similar adjectives and phrases. This work falls under the appropriate proposal items.
- 2.4** The Design-Builder covenants that the Services shall meet the performance expectations of the City as described in this Scope. The Design-Builder shall be responsible for achieving Completion of the Project as set forth in the Project Schedule, as the same may be extended from time to time pursuant to the provisions of the Contract.
- 2.5** The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, the local conditions under which the Work is to be performed, and as to the requirements of the Proposal Documents, Plans, and Specifications.
- 2.6** As the Engineer of Work, the Design-Builder shall refer to the City's preliminary design information for the purpose of preparing a set of Plans and Specifications for the construction.

- 2.7** The Scope of Work and Services [Scope] shall also include but is not limited to the following:
- 2.7.1** Conducting investigations and as-built research needed for the completion of design work;
 - 2.7.2** Preparing and completing 60%, 100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction;
 - 2.7.3** Obtaining plan check approvals; and providing engineering services during construction, startup, and testing and approval from Department of Public Health for water and sewer separation;
 - 2.7.4** Construction of sewer mains, services, and appurtenances including all work associated;
 - 2.7.5** Construction of water mains, services, and appurtenances including all work associated;
 - 2.7.6** Construction of rehabilitation of sewer mains and appurtenances including all work associated;
 - 2.7.8** Monitoring for potential of any hazardous materials and coordination with local resource agencies;
 - 2.7.7** Value engineering;
 - 2.7.8** Additional geotechnical investigation and potholing;
 - 2.7.9** Performance and implementation of QA/QC;
 - 2.7.10** Landscaping and re-vegetation plan, if required;
 - 2.7.11** Traffic control, striping, slurry seal, overlay, storm water permitting and compliance; Concrete road shall be restored beyond the edge of the trench cut to the nearest expansion, cold joint, or construction joint. Surface restoration for each phase of the project shall occur at the completion of construction for that phase and not at the end of construction of all phases;
 - 2.7.12** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and
 - 2.7.13** Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.
- 2.8** The Design-Builder shall use CADD in compliance with the City's "Consultant Standards for Preparation of PS&E."
- 2.9** The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task oriented computerized schedule for completing the Work over the life of the Project in accordance with Section 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."

- 2.10. As required by California Government Code section 830.6, prior to construction, the design (including changes) for the Project and/or any portion thereof shall be approved by the Engineer.
- 2.11. Caltrans Permit acquisition.
- 2.13. Permit to work on private property acquisition.
- 2.14. Lateral replumb agreements acquisition.
- 2.15. Replumb investigations.

3. CITY SERVICES:

- 3.1. The City will provide only the services listed in this section. All other services necessary for complete design and construction of the Project shall be provided by Design-Builder.
 - 3.1.1 Project Management and Administration. The City will respond to Design-Builder's written questions regarding Project definition and scope within 15 Working Days of receipt.
 - 3.1.2 Submittal Review and Approval. The City will review each submittal within 40 Working Days of receipt.
 - 3.1.3 Construction inspection, administration, and material testing.
 - 3.1.4 Plan checking fees.
 - 3.1.5 One-time orientation on the use of the Engineering and Capital Projects Department's GIS and other databases that the City makes available to the Design- Builder.
 - 3.1.6 Easement Acquisition & Vacation, including right-of-way drawings.
 - 3.1.7 Permit fees.
 - 3.1.8 Survey services.

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 Transportation and Utilities Engineering 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. City's QA/QC checklists.

4.1.4. Access to Engineering and Capital Improvements Projects Department's on-line as-built drawings and available design survey information where available.

4.1.5. Traffic Control development process.

5. REVIEW OF THE DESIGN-BUILDER'S DESIGN SUBMITTALS:

5.1. The Design-Builder shall allocate 40 Working Days for City to review and comment on each submittal and 2 weeks for the Design-Builder to respond and for final Working Days resolution of comments. To log and communicate the review comments, actions, and resolutions efficiently, the City intends to utilize a MS Excel spreadsheet to manage the design submittal comments for 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. The Design-Builder shall identify major community issues (e.g. access to the public facilities and businesses located within or near the Project area) and shall obtain and address community input. The Design-Builder shall attend at least 2 community presentation meetings of 2-4 hours each (usually scheduled prior to start of construction) and during construction as required by the City. The Design-Builder shall also prepare and receive City approval of hand-outs and displays for the community presentations. The Design-Builder shall prepare and implement a community relations plan as discussed later in Community Relations and Public Outreach Program section of this Scope. The Design-Builder shall also receive the Engineer's approval for night and after-hours work.

7. PHOTO LOG AND VIDEOTAPE:

7.1. The Design-Builder shall comprehensively photograph and videotape the Project Site before, during, and after construction of the Project. Prior to Acceptance, the Design-Builder shall prepare and submit the following items to City:

7.1.1. a still-photo log including the photographs taken; and

7.1.2. 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, LUST site locations, groundwater, hazardous wastes and geotechnical reports, etc., and shall verify the data and recommendations prior to including them into the Project design. The Design Builder shall perform the engineering tasks necessary to further refine and optimize the Project, utilizing as much previous work as possible, ultimately leading to authorization-to-proceed for Construction with Final Design.

10. REQUESTS FOR CLARIFICATIONS OR INFORMATION:

10.1. The Design-Builder shall submit all RFI's to the Engineer in writing. Oral communications shall not be relied upon unless confirmed in writing. RFI's shall be in a format acceptable to the Engineer, and, at a minimum, shall contain: the Project name and WBS number; the request date; the desired response date; a unique numeric request identifier; a title; a reference to the pertinent part of the Bridging Documents, the Design-Build Special Provisions, or other specific part of the Contract Documents; CPM activity number affected; the written request; the Design-Builder's proposed solution, if appropriate; attachments, if any; and the name, telephone number, e-mail address, and title of the request initiator.

11. SUBSTITUTIONS:

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

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

- 11.2.1. The Design-Builder has investigated the proposed substitution and has determined that it is equal to or superior in all respects to the specified manufacturer, product, or construction method.
- 11.2.2. The Design-Builder will provide the same or better guarantees or warranties for the proposed substitution as for the specified manufacturer, product, or construction method.
- 11.2.3. The Design-Builder waives all claims for additional costs or extensions of time related to the proposed substitution that subsequently may become apparent.
- 11.3. The City will not accept a proposed substitution if any one of the following applies:
 - 11.3.1. Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
 - 11.3.2. Acceptance will delay completion of the Design-Builder's Work or Services or the work or services of other City contractors.
 - 11.3.3. The Design-Builder does not specifically identify a substitution that appears on a Shop Drawing and/or does not submit a formal substitution request.
- 11.4. The City will determine in its sole discretion whether the proposed substitute is equal to the specified manufacturer, product, or construction method. If the City determines that a proposed substitute is not equal to that specified, the Design-Builder shall provide the specified manufacturer, product, or construction method at no additional cost to the City or delay to the Project.
- 11.5. The City will consider only one substitution request for each product.
- 11.6. The Design-Builder shall submit a separate approved Shop Drawing for any proposed substitution that is accepted by the City. The City's acceptance of a substitution does not relieve the Design-Builder from the requirements for submission of Shop Drawings.

12. DESIGN CRITERIA AND PROCEDURE FOR REVIEW OF DESIGN MATERIALS:

- 12.1. *General* - The design criteria presented herein shall apply to the design and new construction and replacement of sewer and water mains, sewer rehabilitation, site preparation, and restoration as outlined in the Bridging Documents. The Project shall be designed and constructed to provide a minimum service life of 50 years. Construction of the Project shall cause minimum interruptions in existing sewer & water services. Changes to the Pre-design Report recommendations e.g., pre-design alignments, paving, and storm drain protection; and construction methods shall be made only if approved by the City.
- 12.2. *Design Responsibilities* – The Design-Builder shall provide all Services for the Project. The Services shall include preparing the 60%, 100% and Final Design plans for the

Project [Final Design], including all necessary design and/or Construction Documents. The Services shall also include those required during construction, and Project Completion. The Services shall be performed in accordance with all Applicable Laws and City policies.

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

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

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

13. SURVEYING:

13.1. The Design-Builder understands and agrees that any survey information provided by the City is preliminary in nature and may not have sufficient accuracy or scope to support Final Design. Should the Design-Builder require additional survey to complete Final Design, the Design-Builder will be required to complete a Survey Request, as provided by the City.

13.2. Construction survey will be performed by the City.

14. AS-BUILT INFORMATION:

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

15. ENVIRONMENTAL AND PERMIT SUPPORT:

15.1. This Scope is based on the Preliminary Environmental Assessment, which is included in the Bridging Documents. The Design-Builder shall identify all permits required for the Project as well as all requirements for those permits. All permits shall be acquired by

the Design-Builder and the costs thereof paid by City. At the 60%, 100% and Final Design completion levels, the Design-Builder shall submit to City a written list of permits required for the Project. The Design-Builder shall identify all permitting agencies and authorities having jurisdiction. The Design-Builder shall prepare permit applications and submit the applications to the Engineer for review. The Design-Builder shall provide technical services as required by the permitting agencies during permit acquisition. The Design-Builder shall incorporate mitigation provisions and DSD review requirements, including the certified CEQA document into the Construction Documents. The Design-Builder shall identify and estimate quantities of BMP's to comply with SWPPP requirements, if required.

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

17. GEOTECHNICAL INVESTIGATION:

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

18. POTHOLING:

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

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

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

- 18.4.** All utility excavations shall be tied to the horizontal and vertical control information provided by the Design-Builder's survey for this Project. The Design-Builder shall provide the City with a summary which shall include:
- 18.4.1.** Utility.
 - 18.4.2.** Conduit quantity, type, and size.
 - 18.4.3.** Depth to top of conduit.
 - 18.4.4.** Horizontal coordinates (NAD 83).
 - 18.4.5.** Surface elevation (M.S.L).
 - 18.4.6.** Top elevation of conduit.
- 18.5.** At the completion of examining each pothole, the Design-Builder shall:
- 18.5.1.** Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.
 - 18.5.2.** Backfill and cover the pipe with native soil.
 - 18.5.3.** For those pothole excavations located in the roadway, trench resurfacing shall comply with SDG-107.
- 18.6.** The Design-Builder shall provide construction staging, noise and dust control, and traffic control as required during excavation for potholing to minimize impacts on local neighborhoods.
- 18.7.** The Design-Builder shall restore to their in-kind condition, as determined by City, all streets, curbs, gutters, sidewalks, private properties and other improvements damaged as a result of the Design-Builder's activities.
- 18.8.** The Design-Builder shall submit potholing information to the Engineer for review.
- 18.9.** The Design-Builder shall not perform any additional potholing unless authorized in writing by the City.

19. RESURFACING TREATMENT

- 19.1.** The Design-Builder shall provide applicable resurfacing treatments for all areas of trenching, in accordance with the Street Preservation Ordinance and Clarifying Memorandum and the 2016 Pavement Condition Assessment, as provided in the Bridging Documents. The Design-Builder shall utilize the latest Street Overall Condition Index (OCI) to determine the appropriate resurfacing treatment. Proposed resurfacing treatments shall be reviewed by the Transportation Department – Streets Division and may be revised due to funding requirements.

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 subsurface conditions of the ground; and

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

22. ACCESS TO THE WORK:

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

23. SUPERVISION:

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

24. AUTHORIZATION TO PROCEED:

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

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

24.1.2. Confirm the next level of design development; and

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

24.1.4. Obtain written authorization to proceed with construction.

25. DESIGN CALCULATIONS:

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

26. PLAN CHECKS - AT MAJOR COMPLETION LEVELS, DESIGN:

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

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

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

27. SHOP DRAWINGS, MATERIAL SUBMITTALS AND SAMPLES.

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

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

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

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

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

- 27.7.2.** City has specifically accepted in writing, either on the Shop Drawing or accompanying the Sample or Material Submittal each such variation.
- 27.8.** The Design-Builder shall be solely responsible for any costs arising from the Design-Builder's failure to submit and/or receive City's acceptance of a Shop Drawing, Material Submittal or Sample as required by the Contract Documents or the City-accepted schedule of Shop Drawings and Sample submissions.
- 27.9.** Shop Drawing Submittal Procedures:
 - 27.9.1.** The Design-Builder shall submit 3 copies of each approved Shop Drawing to the Engineer for QA/QC purposes.
 - 27.9.2.** The Design-Builder shall use a separate transmittal form for each specific item or class of material or equipment for which a submittal is required. The Design-Builder may use a single transmittal form for multiple items only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. The Design-Builder shall collate a multiple-page submittal into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.
 - 27.9.3.** The Design-Builder shall use a Project-standard transmittal form accepted by the Engineer. The transmittal form shall identify the Design-Builder and include the date of the submittal, the information prescribed by the form, and a unique sequential number in a format approved by the Engineer. If applicable, the Design-Builder shall process transmittal forms to record actions regarding sample installations.
 - 27.9.4.** For each submittal and using a label and/or a rubber stamp, the Design-Builder shall include the following information in the same or a substantially similar form:

Submittal No.
Contract No.
Project Name:
Name of Design Builder:
Reviewed and Approved for Conformance with the Contract Documents: Printed Name: _____ By: _____ (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 40 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.

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, the Approved Materials List for Water, 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 and Bentley MicroStation Connect Edition.
 - 28.4.3.** One PDF of final specifications, stamped and signed by a qualified responsible engineer registered in the state of California.
 - 28.4.4.** Two complete electronic file sets of the final specifications in MS Word processing software format.
 - 28.4.5.** One complete set of engineering calculations and quantity take-offs, including hydraulic, calculations, each wet stamped and signed by qualified responsible engineers registered in the state of California. All elements of the Final Design presented shall be supported by calculations. All computer programs used in development of Project calculations shall be Windows compatible. Catalog cuts and manufacturer's data shall be provided for each approved material listed in the specifications or identified on the drawings, and shall be included with the final Project calculations.
 - 28.4.6.** A written list of required Shop Drawings (construction submittals) and Samples and an electronic file of the list on a recordable CD-RW in the latest version of MS Word processing software.
 - 28.4.7.** Other reports and documents as may be required by City.

- 28.5.** Procedures and time allowances for City's review of the design submittal, response by the Design-Builder to City's comments, and obtaining City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.
- 28.6.** In coordination with Traffic Section of Construction Management and Field Services, Caltrans, and MTS, the Design-Builder shall develop a traffic control plan and local access management plan that minimizes environmental and traffic impacts, including noise impacts, to residences, businesses, and institutions. The final traffic control plan must be approved by City's Traffic Section of Construction Management and Field Services. The Design-Builder shall maintain an appropriate level of access and site security at all Project facilities to avoid significant impacts to the public.
- 28.6.1.** The Design-Builder shall prepare a preliminary traffic control approach for City's review and approval prior to preparation of traffic control plans.
- 28.6.2.** The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.
- 28.6.3.** The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.
- 28.6.4.** The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.
- 28.6.5.** 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. Two curb ramps per curb return shall be evaluated; if technically infeasible, a blended transition or wide diagonal curb ramp shall be proposed. Where it is technically infeasible to meet any requirements from the City Standards, a Deviation From Standards Form shall be prepared.
- 28.9.** The Design-Builder shall prepare and incorporate into the specifications, a Water Pollution Control Plan (WPCP) to be implemented during construction. The WPCP shall 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, Department of Public Health, and from the permitting agencies.

29. Storm Water Management Discharge Control.

- 29.1.** The Design-Builder shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design-Builder warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design-Builder understands that while the City will be reviewing Design-Builder's designs for storm water permit compliance prior to acceptance of Design-Builder's designs, Design-Builder understands and agrees that the City's Storm Water review process and its acceptance of Design-Builder's designs in no way limits the Design-Builder's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.
- 29.2.** The Design-Builder shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design-Builder shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design-Builder shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.
- 29.3.** Design-Builder shall attend the Pre-construction meeting. The Engineer will coordinate with the Design-Builder on the inspection of the permanent BMP(s) during installation. Design-Builder shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder shall sign and stamp the Permanent BMP Self Certification on the plans and the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.
- 29.4.** For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design-Builder shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

30. DESIGN SUBMITTALS:

- 30.1.** General: The Design-Builder shall ensure that all design submittals conform to the requirements described in this Section. City will reject any submittal that fails to meet

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

30.2. 60 percent design Submittal - The 60 percent design submittal shall include but not be limited to:

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

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

30.2.3. Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.

30.2.4. Location of construction staging areas (if applicable).

30.2.5. A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.

30.2.6. Compliance with the City's 60% QA/QC checklist.

30.3. Drawings that shall include at a minimum:

30.3.1. Updated plan and profile sheets for the sewer and water improvements, and construction details and notes.

30.3.2. Identification of both special and standard details.

30.3.3. A complete list of construction drawings on cover sheet.

30.3.4. Definition of the construction method to be used for pipe installation.

30.3.5. A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.

30.3.6. Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.

30.3.7. Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.

30.3.8. List of special conditions, if any.

- 30.3.9.** Compliance with the City's 60% QA/QC checklist.
- 30.3.10.** Quantity take-off per plan sheet.
- 30.3.11.** A complete draft of specifications in The GREENBOOK format including:
 - 1. The Design-Build Special Provisions.
- 30.4.** 100 percent design Submittal - The 100 percent design submittal shall include but not be limited to:
 - 30.4.1.** Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
 - 30.4.2.** Updated and incorporated information and comments from the 60 percent design submittal.
 - 30.4.3.** Completed, reviewed, and bound calculations and hydraulic calculations.
 - 30.4.4.** Updates to geotechnical report, if any.
 - 30.4.5.** Permit applications as necessary.
 - 30.4.6.** Completed specifications in The GREENBOOK format.
 - 30.4.7.** Quantity take-off.
 - 30.4.8.** Drawings in all disciplines, including final and traffic control plans approved by City, if any.
 - 30.4.9.** A current written list of permits including environmental permits required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
 - 30.4.10.** Compliance with the City's 100% QA/QC checklist.
- 30.5. Final Design Submittal** - The Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:
 - 30.5.1.** Updated and incorporated information and comments from the 100 percent design Submittal.
 - 30.5.2.** Comments from permitting agencies, including a log of comments and responses.
 - 30.5.3.** A current written list of permits including environmental permits required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.

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

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

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

30.6. Design Submittal Deliverables:

30.6.1. The Design City Engineer in the form of 7 sets of full sized (24-inch x 36-inch) drawing prints and a PDF of the final drawings, specifications, and cost estimate.

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

30.6.2. The Design-Builder shall deliver the pre-Final Design to the Engineer in the form of 1 set of full sized (24-inch x 36-inch) drawing prints and a PDF of the plans, specifications, and estimate.

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

30.6.4. 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. Two complete electronic file sets of the final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for printing.
3. Two complete electronic file sets of the final drawings.
4. Two complete electronic files of the final construction quantity takeoffs and cost estimate.
5. One complete set 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.
6. Other documents as required elsewhere in this Scope or required by the Engineer.
7. The Design-Builder shall use the latest Sewer, Water, & Storm Drain QA/QC checklists as a minimum guide for preparation of the design drawings. The Design-Builder shall use MS Word format for all word processing.

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

31. COMMUNITY RELATIONS AND PUBLIC OUTREACH PROGRAM:

- 31.1.** The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have an Exclusive Public Information Officer (PIO) who will serve as the community liaison. Refer to The WHITEBOOK, section 5-10. The PIO shall work closely with the Communication Department's PIO section in the implementation of the public information and outreach program standards.
- 31.2.** The Design-Builder shall identify, within 10 Working Days of NTP, a specific professional designated to be a full-time public information liaison for the design build team, who shall work cooperatively with, and provide assistance to, the City's team. The Design-Builder shall be available to respond to questions from the community as needed for the duration of the Project, and shall participate in related public meetings. The Design-Builder shall prepare and provide presentation materials to explain the Project at community meetings and presentations.
- 31.3.** The Design-Builder shall prepare a complete Community Relations Plan. The Community Relations Plan shall be developed in coordination with the City and presented to the City for review within 30 Working Days of Notice to Proceed. If modifications are required, the City will notify and advise the Design-Builder.

- 31.4.** The Key stakeholders are identified as (but not limited to) the public and the City of San Diego, San Diego Unified School District, Wilson Middle School, Edison Elementary School, Health Sciences High School and Middle College, Cherokee Point Elementary School, Businesses along University Avenue Corridor, Businesses along El Cajon Boulevard Corridor, City Council District 9, Mid-City: City Heights Community Planning Group, and Caltrans. The Design-Builder shall coordinate all activity and Right of Entry permits with the proper school representative and residents.
- 31.5.** The Community Relations Plan shall include the following scope and services but not limited to:
- 31.5.1.** A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.
 - 31.5.2.** A method for construction notification in advance of the start of work.
 - 31.5.3.** Attendance and presentation of Project update before and during construction of Projects at community and stakeholder Meetings. Prepare presentation materials in coordination with the City.
 - 31.5.4.** Acquire necessary permits to perform work on private property and within Caltrans right of way.
 - 31.5.5.** Develop written list of follow-up information requested from the community.
 - 31.5.6.** Respond to telephone calls and e-mails. Standard telephone service and e-mail responses. Record calls and e-mails on electronic tracking form.
 - 31.5.7.** E-mail record of call information to The Design-Builder/Project Team. E-mail updates to stakeholders, Community Groups, City Council and other interested parties.
 - 31.5.8.** Create and maintain online Project webpage and newsletters.
 - 31.5.9.** Write, edit, update and/or produce brochures, pamphlets and news releases.
 - 31.5.10.** Attend progress meeting and provide status of community relations activities.
 - 31.5.11.** The plan shall also include a listing of businesses, schools, and major facilities along the alignment which are expected to be impacted by the construction, and proposed mitigation measures to lessen construction impacts.
 - 31.5.12.** The plan shall specifically identify the lines of communication within the Design-Builder Team, between the Design-Builder Team and the City and between the Design Builder's public information liaison and the City. The Design-Builder shall be responsible for ensuring that the information to be provided to the public is consistent, updated and accurate.

32. QUALITY ASSURANCE AND CONTROL:

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

33. QUALITY ASSURANCE / QUALITY CONTROL GUIDELINES:

33.1. General

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

quality assurance activities. Ultimately, the Design-Builder shall provide a facility that meets the requirements described in the Contract Documents.

33.1.5. The Design-Builder shall respond to any QA/QC review comments by ensuring that the Design-Builder's staff considers the comments and notes the actions to be taken. The Design-Builder shall submit copies of the responses to the Engineer to indicate that the QA/QC review is complete and that the reviewers concur with the response.

33.1.6. If The Design-Builder detects any impending deviations from the Scope, Project Schedule, or Project budget, the Design-Builder shall take appropriate action to correct such deviations or to obtain written approval from the Engineer if deviations cannot be avoided.

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

33.2. QA/QC During Design

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

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

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

33.2.4. The following quality objectives apply to the Project design:

1. The Design-Builder shall design the Project facilities to meet the scope and objectives set forth in the Bridging Documents, which describe the Project facilities in moderate detail (layout, functions, etc.), thereby establishing the design requirements. The Design-Builder shall design the Project facilities to conform to these requirements except as modified by changes approved by City during design.
2. The Design-Builder shall design the Project facilities to conform to the requirements of the Contract Documents.
3. The Design-Builder shall prepare the Construction Documents to the standards of best engineering practice for clarity, uniformity, accuracy, and completeness.
4. The Design-Builder shall emphasize quality in the design and construction of the Project.

33.3. QA/QC Plan:

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

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

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

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

33.3.5. Calculations:

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

33.3.6. The Design-Builder's Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the 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.

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

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

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

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

33.4. QA/QC During Construction

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

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

1. Certification by the designer that the submittals, materials, equipment, and Work all conform to the accepted design.

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

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

33.4.4. Factory Inspections and Tests:

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

33.4.5. Sampling and Testing:

1. Unless specifically provided otherwise in the Contract Documents, the Design-Builder shall conduct all sampling and testing in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the material, product, or equipment being considered. However, City may accept any other generally-accepted system of sampling and testing that will ensure that the quality of the material, product, or equipment complies with the requirements of the Contract Documents. The Design-Builder shall

obtain a Change Order from the Engineer prior to using any other generally-accepted system of sampling and testing.

2. Any waiver by City of any specific testing or other QA/QC Plan measures shall not be binding on City except when formalized by a fully executed Change Order, regardless of whether the waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other QA/QC requirements as originally specified, and of whether the guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work.
3. The City may inspect and make independent investigations and tests of the Work. The Design-Builder agrees that if any portion of the Work fails to meet any of the requirements of the Contract Documents, City may require the Design-Builder to remove, correct, or reconstruct the Work in accordance with the Contract Documents.

33.4.6. Inspection and Testing Laboratory Service:

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

7. The Design-Builder shall be responsible for all tests required by the specifications or referenced codes and standards, unless specifically noted otherwise in the Contract Documents.

33.4.7. Special Inspection:

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

33.4.8. Installation:

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

equipment as necessary to meet the requirements of the Contract Documents and all Applicable laws.

4. Manufacturer's Instructions: The Design-Builder shall comply with applicable manufacturer's instructions and recommendations for installation, if those instructions and recommendations are more explicit and/or more stringent than the requirements of the Contract Documents.
5. Storage and care: If not immediately installed, the Design-Builder shall store and care for all materials and/or equipment delivered to the Project Site according to the manufacturer's recommendations.

33.4.9. Manufacturer's Field Installation Services and Reports:

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

33.4.10. Sample City QA/QC Checklists:

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

34. NOISE ABATEMENT AND CONTROL:

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

35. PROJECT MEETINGS:

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

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

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

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

- 35.3.** Public Meetings - During the course of the Project, a minimum of 2 of the Design-Builder's key personnel and the Engineer shall attend community meetings as part of the Design-Builder's community outreach program. Typically, these meetings are scheduled for two to four hours on weekday evenings. At a minimum, 1 meeting will be scheduled at 60 percent design review and the other just prior to construction. The Engineer may direct the Design-Builder to attend other meetings at no additional cost.
- 35.4.** Other Meetings - From time to time during the Project, the Engineer may direct the Design-Builder to attend other meetings. These may include but are not limited to meetings with environmental or regulatory agencies, meetings with Water Operations, utility companies, and other City divisions or departments. These meetings shall be done at no additional cost.
- 35.5.** The Design-Builder shall prepare and submit typical meeting minutes of all meetings including a list of attendees, contact information, proceedings, and all pertinent information.

36. RED-LINES:

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

37. RECORD KEEPING:

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

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

38. REQUIRED TEST/MATERIAL CERTIFICATES:

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

39. TRAFFIC CONTROL:

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

40. REFERENCE STANDARDS:

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

41. DESIGN GUIDELINES:

- 41.1. Americans with Disabilities Act (ADA) | Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 41.2. American Water Works Association (AWWA)
- 41.3. California Building Code as adopted by the City of San Diego*

- 41.4.** California Code of Regulations, Title 24
- 41.5.** City of San Diego Approved Materials List (AML) as approved by the Water (<http://www.sandiego.gov/water/cip/guidelines.shtml>) and Metropolitan Wastewater Departments (<http://www.sandiego.gov/mwwd/business/sewer.shtml>)
- 41.6.** City of San Diego Computer Aided Design and Drafting (CADD), <http://www.sandiego.gov/publicworks/edocref/drawings.shtml>
- 41.7.** City of San Diego Landscape Technical Manual
- 41.8.** City of San Diego's Manual of Preparation of Land Development and Public Improvement plans
<http://www.sandiego.gov/development-services/industry/landdevcode/landdevmanual.shtml>
- 41.9.** City of San Diego Standard Drawings
https://www.sandiego.gov/sites/default/files/standard_drawings_2021_edition.pdf
- 41.10.** City of San Diego Street Design Manual,
https://www.sandiego.gov/sites/default/files/street_design_manual_march_2017-final.pdf
- 41.11.** City of San Diego Sewer Design Guidelines
<https://www.sandiego.gov/sites/default/files/legacy/mwwd/pdf/sewerdesign.pdf>
- 41.12.** City of San Diego Technical Guidelines for Geotechnical Reports,
<http://www.sandiego.gov/development-services/pdf/industry/geoguidelines.pdf>
- 41.13.** City of San Diego, Water Department Guidelines and Standards Books 1 through 7
<http://www.sandiego.gov/water/cip/guidelines.shtml>
- 41.14.** City of San Diego, Whitebook
https://www.sandiego.gov/sites/default/files/the_whitebook_2021_edition.pdf
- 41.15.** County of San Diego Code of Regulations
- 41.16.** Greenbook: Standard Specifications for Public Works Construction
- 41.17.** National Electric Code (NEC) as adopted by the City of San Diego*
- 41.18.** State of California Health and Safety Code
- 41.19.** Uniform Fire Code (UFC) as adopted by the City of San Diego*
- 41.20.** Uniform Mechanical Code (UMC) as adopted by the City of San Diego*
- 41.21.** Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
- 41.22.** Construction Planning & Scheduling Manual by AGC of America
- 41.23.** The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents

41.24. City of San Diego Municipal Code;

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

41.25. State Historic Preservation Act

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

42. BRIDGING DOCUMENTS:

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

<https://drive.google.com/drive/folders/1r9KP594McqNc-mnR1ukILNVBhhitrBIH?usp=sharing>

1. Location Maps
2. Project Scope Work List
3. Project Scope Map
4. ADA Preliminary Engineering Report
5. Notice of Exemption (NOE)
6. Paving Conflict Maps
7. Constraints Maps
8. Coordination Maps
9. Traffic Control Plans Approach Memo
10. Pavement Core Results
11. 30% Plan Sheets
12. Street Preservation Ordinance
13. Pavement Condition Assessment
14. 30% MicroStation File

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

43.2. The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations in the attached Project Scope Work List (see bridging documents).

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

- 43.4.** This RFP does not provide as-built drawings and other information collected during preliminary planning for this project. The Design/Builder shall be responsible for researching and obtaining all as-built drawings and any other information from the City and/or other agencies which will be necessary to complete the scope of work.
- 43.5.** The Design-Builder shall resolve design and construction problems by a typical professional process including but not limited to research, field investigation, developing alternates, calculations, cost-effective analysis, making decisions/recommendations and obtaining City concurrence as needed. This process shall be diligently followed before the Design-Builder seeks direction from the City.
- 43.6.** The Design-Builder shall follow the City standard practice for design and construction when not specifically addressed in the RFP scope of work, reference documents, and design guides.
- 43.7.** The Design/Builder shall submit a brief monthly progress report in a format acceptable to the City, with map illustrating where water and sewer pipe was installed, feet installed, total feet and percent complete for the entire duration of the project.
- 43.8.** The City shall not be responsible for any assumptions the Design-Builder based their price proposal on, and the Design-Builder shall not be entitled to any additional payment for any such assumptions on which their price was based.
- 43.9.** The price proposal shall include all work and materials and any references in this RFP to unit price, lump sum price, bid price or similar language shall not entitle the Design-Builder to any additional payment.
- 43.10.** The price proposal shall include all work and materials, and any references to or requirements for restricted work hours and/or night work shall not entitle the Design-Builder to any additional payment.
- 43.11.** The Design-Builder shall perform all work described in the bridging documents Street Resurfacing map to define the paving scope of work.
- 43.12.** The Design-builder shall submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item in the SOV.
- 43.13.** The RFP's maps and descriptions of proposed improvements such as "replace in place" are conceptual only and deviations from this in the final design by the Design-Builder shall not entitle the Design-Builder to any additional payment.
- 43.14.** The Design-Builder shall do all work necessary for any required replumbing of water laterals including but not limited to preparing replumb agreements in a format acceptable to the City, performing geotechnical evaluation if needed, potholing as needed, provide design phase coordination services with property owners including community group coordination, door hanger notices, notification letters, notary services, a fact sheet, and replumb agreement coordination, obtain all necessary

signatures, notarization, and getting them recorded at the County. Recording fees shall be paid by the Design-Builder.

- 43.15.** The Design-Builder shall not deviate from the scope of work as defined in the bridging documents without considering the environmental impacts as defined in the environmental document.

ATTACHMENT B
PHASED FUNDING PROVISIONS

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:

Within 10 Working Days after the Bid Opening date, the Apparent Low Bidder 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 9-3, "PAYMENT."
- 1.2.** Your failure to perform any of the following may result cancelling your award of the Contract:
 - 1.2.1.** Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2.** Agreeing to a Phased Funding Schedule within thirty Working Days after meeting with the City's Project Manager.

2. POST-AWARD

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

PHASED FUNDING SCHEDULE AGREEMENT

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

RFP NUMBER: K-23-2107-DB1-3

CONTRACT OR TASK TITLE: Corridor Improv 2

CONTRACTOR: Ortiz Corporation

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Water and Sewer design for entire project scope	NTP	1/22/24	W: \$1,165,100 S: \$407,900
2	University Ave (survey, pothole, highline, cut & plug, water main installation, water services and replumb, and fire hydrant installation) 36 th St (survey, pothole, highline, cut & plug, water main installation, water services and replumb, and fire hydrant installation) Cherokee Ave/Landis St (survey, pothole, highline)	1/23/24	9/10/24	W: \$2,612,845.75 S: \$171,122.25
3	Cherokee Ave/Landis St (cut & plug, water main installation, water services and replumb, and fire hydrant installation) 37 th St (survey, pothole, highline, cut & plug, water main installation, water services and replumb, and fire hydrant installation) 38 th St (survey, pothole, highline, cut & plug, water main installation, water services and replumb, and fire hydrant installation) 39 th St (survey, pothole, highline, cut & plug, water main installation, water services and replumb, and fire hydrant installation) 40 th St (survey, pothole, highline, cut & plug, water main installation, water	9/11/24	9/11/25	W: \$8,042,345.00 S: \$2,316,951.00

	services and replumb, and fire hydrant installation) El Cajon Blvd (survey, pothole, sewer main and manhole installation, sewer laterals) 37 th St (rehabilitate sewer main and manholes) Orange Ave (survey, pothole, sewer main and manhole installation, sewer laterals) Alley Blk 11, 37, 56, Polk Ave (survey, pothole, sewer main and manhole installation, sewer laterals)			
4	Alley Blk 82, 92, Dwight (survey, pothole, sewer main and manhole installation, sewer laterals) Alley Blk 12, 38, 13 (survey, pothole, sewer main and manhole installation, sewer laterals) 38 th St (rehabilitate sewer main and manholes) Curb ramps, cross gutters, traffic loops, alley concrete placement, slurry, striping, water main abandonment, sewer main abandonment	9/12/25	Notice of Completion	W: \$1,255,391.00 S: \$2,476,174.00
Contract Total				W: \$13,075,681.75 S: \$5,372,147.25 Total: \$18,447,829.00

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

CONTRACTOR Ortiz Corporation

PRINT NAME: Nabil Balth
Construction Manager

PRINT NAME: Marcelino E. Ortiz

Signature: Nabil Balth

Title: President

Date: 11/10/2022

Signature: Marcelino E. Ortiz

PRINT NAME: Amy Mills
Project Manager

Date: 11/3/22

Signature: 

Date: 11/16/22

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.

- b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.
- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of

California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. You shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. You understand and agree that the violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the

Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. You, your Subcontractors, and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.

- e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.
- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.

- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.
2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.

4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Public Works - Contracting, Attention Contracts Specialist, 1200 3rd Ave., Suite 200, MS 56, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.

- ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
 - vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the

listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder’s intent to comply with SLBE Program goals and procedures included in the City’s SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City’s EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
 - ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the

materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.

d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:

i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.

ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
 - 4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
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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 4.20.11 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 **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 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", item 55, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **7:30 AM** to **3:30 PM**.

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 construction.
 - b) You shall arrange and pay for inspection as required by Caltrans.

- 2-2.3 Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The payment for applying and obtaining the Caltrans Encroachment Permit shall be included in the Allowance Bid item for "**Caltrans Encroachment Permit Submittal**" and shall include preparing plans and addressing Caltrans comments.

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.

3-8.4 Supporting Information. To the "WHITEBOOK", ADD the following:

4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see **Appendix I - Rehabilitation Data Collection - Sewer Mains Sample Data Template**).
 - a) Laterals
 - b) Sewer Mains
 - c) Manholes
 - d) Storm Drains
 - e) Storm Drain Structures

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 E - Sample Contractor's Daily Quality Control Inspection Report**.

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

3-10 SURVEYING (DESIGN-BUILD).

3-10.1 General.

1. You shall provide all required site layout not specified in this section.
2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.
3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager 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 and/or construction phase survey services for the Project.
4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.
5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design

Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Public Works Department Engineering Deliverable specifications.

<https://www.sandiego.gov/ecp/edocref/drawings>

7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.
8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.
9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

3-10.2 Monument Perpetuation.

1. Monument Perpetuation, including mark-outs, will be performed by the City Public Works Engineering Support & Technical Services Division's (ES&TS), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.
2. If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.

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 City's PM. In the absence of such report, the Surveyor 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. The Design-Builder shall transfer them to the bottom of the trench.

3-10.4 Topographic and Monument Survey – Preliminary Design.

1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the

delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.

2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

<https://www.nsp.us.com/page/ALTANSPSStandards>

3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
6. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
 - ii. Includes utilities collected on surface as required.
 - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Includes record monument points.
 - v. Data collector project files.
 - vi. Raw (unedited) data file.
 - vii. Project file.
 - viii. Point comma delimited text file formatted.

- c) Topography.
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
 - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% (1σ) of the contours tested fall within $1/3$ contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.
- d) Records Research.
 - i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Survey Monument Measurements.
 - i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
 - All Monuments found shall be described with details as to what was found along with identifying number.

3-10.5 Monument Search, Field Boundary Survey and Boundary Analysis – Right-of-Way (ROW) Mapping.

1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.

3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

<https://www.nspss.com/page/ALTANSPPStandards>

4. Field monument survey to be performed and provided in conformance with City CADD standards.
5. Field Measurements shall be collected in conformance the local standard of practice.
6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:
 - a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (*).
 - b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).
7. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.
 - Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - Includes Monument points covering the area of work.
 - ii. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point comma delimited text file.

- c) Records Research.
 - i. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- d) Boundary Ties
 - i. All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.
 - All Monuments found shall be described details as to what was found along with identifying number.

3-10.6 Field Monument Survey and Topographic Utility Survey.

1. The right-of-way monumentation survey data shall be provided to the City.
2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).
<https://www.nsp.us.com/page/ALTANSPPStandards>
4. Field Measurements shall be collected in conformance with the local standard of practice.
5. Project Horizontal and Vertical Control.
 - a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.
 - b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.

- c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
- d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.

6. Deliverables.

- a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.
- b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.
 - ii. Include utilities collected on surface as required.
 - iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Include Monument points covering the area of work.
 - v. Data collector project files.
 - Raw (unedited) data file.
 - Project file.
 - Point data text file in "comma delimited format".
 - vi. CADD File.
 - A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.
 - The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if

available), Name of project, Work order number, Date & Scale.

- Include right-of-way monument elements.
- Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.

c) Topography

- Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
- Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.

d) Records Research.

- If requested, all public or private records acquired to assist with right-of-way monument collection.
- City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

e) Right-of-Way Monument Survey Locations

- All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).
 - All found survey monuments shall describe the character and identifying reference marks.
 - City survey notes and City drawings can be provided, as applicable.

f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

3-10.7

Construction Survey/Staking.

1. Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.
2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.
3. The following are minimum requirement guidelines for various types of staking:
 - a) Limits of work 50-foot maximum interval.
 - b) Limits of Demolition 50-foot maximum interval.
 - c) Rough grade stakes 50-foot maximum interval.
 - d) Finish grade stakes 50-foot maximum interval.
 - e) Slope staking at 50-foot maximum interval.
 - f) Contour staking @ 50-foot maximum interval.
 - g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.
 - h) Storm drain at 50-foot maximum interval where grade exceeds 1%.
 - i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.
 - j) Water lines at 50-foot' maximum interval offset to near curb face (no grades – minimum cover).
 - k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.
 - l) Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.
 - m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.

- n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.
- o) Buildings – offsets to outside face of wall.
- p) Bridge abutments and bents on opposing sides.

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

- 3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
 - a) Every Friday on a weekly basis.
 - b) 1 Working Day prior to each rain event.
 - c) As directed by the Engineer.

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

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 F - Monthly Drinking Water Discharge Monitoring Form**.

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 the work. See **Attachment A - Item 3, Bridging Documents, 8. Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Otay 1st/2nd PPL West of Highland Avenue – Gabriel Torres (619-533-4630)
 - b) Slurry Seal 2122 – Aida Vance (619-527-8074)
 - c) Water Group 969 – Mike Fakhoury (619-858-5035)
 - d) SANDAG Bikeway Project (Orange Bikeway) on Orange Avenue – Steve Celniker (619-533-3611)
 - e) Citywide Street Lights 950 – MD Rahman (619-221-8321)
 - f) Park de la Cruz Neighborhood Park Improv – Manuel Flores Meza (858-573-5019)
 - g) Corridor Improv 1 – Jamal Sherzai (619-533-4639)
 - h) Normal Heights Improv 1 – Mehrnaz Zare Afifi (619-533-4656)
 - i) Accelerated Pipeline Rehab Ref Group 850 – Shaza Nezha (619-533-4695)

- j) Asphalt Overlay Group 1502 Option – Chris Hudson (619-527-8081)
- k) Citywide Street Lights 1950 – Craig Hoenes (619-527-5469)
- l) Slurry Seal Group 2222 – Aida Vance (619-527-8074)
- m) Cherokee Point South SD & GI – Ikhlass Shamoun (619-533-4619)
- n) Water Group 969 – Matthew Veverka (619-533-5192)

SECTION 4 - CONTROL OF MATERIALS

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

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

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

- 11. You shall submit your list of proposed substitutions for an “equal” item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City’s Product Submittal Form available at:

<https://www.sandiego.gov/ecp/edocref/>

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 and defense duties set forth in the Contract.

5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at your 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 as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
- 4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher

limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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 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	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

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 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. 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 unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. 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.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain 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 no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.

2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
5. Occurrence based policies shall be procured before the Work commences. 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.

5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$3,000,000** per claim and **\$3,000,000** aggregate per policy period of one year.
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 three years after completion of the Project or termination of the 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 here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. 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 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional 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.

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. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional 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.

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 disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.

6-1.5.2 Excusable Non-Compensable Delays. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

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

1. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **575 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Corridor Improv 2 (Corridor Improvements 2)**, Project No. **B-20042 (Sewer), B-20044 (Water)**, 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, unless separate bid items have been provided.

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 302 – ROADWAY SURFACING

302-4.12.2 Application. To the “WHITEBOOK”, DELETE a. in its entirety and SUBSTITUTE with the following:

- a) The Work shall consist of mixing asphaltic emulsions, aggregates, set-control additives, specially produced and graded crumb rubbers, and watering and spreading the mixture on the pavement where shown marked out in the field, as specified in these special provisions, in accordance with the Street Preservation Ordinance and Clarifying Memorandum, 2016 Pavement Condition Assessment, and as directed by the Engineer.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-1.1

High-line Phasing.

1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:
2. When installing pipelines within the City's streets, for the following streets, the total time allowed for the completion of Work shall not exceed **10 Working Days** per 500 feet of pipeline installation:
 - a) University Avenue
 - b) El Cajon Blvd

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

SECTION 402 – UTILITIES

402-2

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

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

402-6

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

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

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

601-2.1.2

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

5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) University Avenue
 - b) El Cajon Boulevard

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

8. 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
Engineering & Capital Projects 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: Corridor Improvements 2

WBS No.: B-20042.02.06; B-20044.02.06

Project Location-Specific: The project area is bounded by Meade Avenue to the north, Wilson Avenue to the west, Myrtle Avenue to the south, and Interstate 15 to the east within the Mid-City Communities: City Heights and Mid-City Communities: Normal Heights Community Planning Areas (Council Districts 3 and 9).

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

Description of nature and purpose of the Project: The project will replace approximately 3,078 linear feet (LF) of existing of existing 4-, 6-, and 8-inch diameter asbestos cement (AC) with 8- and 12-inch diameter polyvinyl chloride (PVC) water mains; construct approximately 8,521 LF of new 8-inch diameter PVC water mains; abandon approximately 8,679 LF of 6- and 8-inch diameter AC water mains; and install the following improvements: fire hydrants, valves, water meters, water services and other appurtenances. The project will also replace approximately 6,159 LF of existing 6-, 8- and 10-inch diameter PVC and vitrified clay (VC) sewer mains with PVC sewer mains; rehabilitate approximately 1,169 LF of existing 10-inch diameter VC sewer mains and four manholes; construct approximately 127 LF of new 8-inch diameter PVC sewer mains by open trench method and two new manholes; abandon approximately 117 LF of existing 6-inch diameter VC sewer mains and one cleanout; and install associated appurtenances. The project will also include the installation of curb ramps and street resurfacing. All work will occur in developed areas, rights-of-way, and utility easements. The project will utilize an existing vehicular access paths to rehabilitate the sewer main in the canyon located south of Dwight Street, between the alley and Interstate 15.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Jerry Jakubauskas, Senior Planner
Email/Phone: JJakubauskas@sandiego.gov / 619-533-3755
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); and 15303 (New Construction or Conversion of Small Structures)
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301 (Existing Facilities), which allows for repair, maintenance and minor alteration of existing public facilities and

topographical features involving negligible or no expansion of existing use such as street resurfacing and rehabilitation, repair and abandonment of water and sewer mains, manholes, and other appurtenances; 15302 (Replacement or Reconstruction), which allows for replacement or reconstruction of existing structures and facilities including existing utility systems such as water and sewer mains, manholes and other appurtenance; 15303 (New Construction or Conversion of Small Structures), which allows for the construction of new facilities or structures including utility extensions and street improvements such as water and sewer mains, manholes, and appurtenances; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3755

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

Carrie Purcell, Interim Deputy Director

January 18, 2022

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
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

<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

SAMPLE CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

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

Project Title: _____ Date: _____

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

Environmental Considerations: _____

Locations (Address Range/Cross Streets):

1. _____
2. _____
3. _____

Approved Mix Design: _____

Material Suppliers: _____

RPMS Type(s): _____

Slurry Machine #'s: _____

Estimated Cure Time (Break) of Slurry: _____

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: _____

Aggregate Weight: _____

Cement % (by weight of aggregate): _____

Crumb Rubber % (by volume of cement): _____

Machine Inspection

Leaks: _____

Sprayers: _____

Emulsion Filter: _____

Carbon Black: _____

Spreader Box Inspection

Cleanliness: _____

Augers: _____

Rubbers: _____

Fabric: _____

Runners: _____

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

Project Conditions

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Communication to Client/ Resident Engineer

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Test Lab

Tech: _____ Time on Site: _____

Notes

QCP Administrator Signature:

Date Signed:

Appendix E

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

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

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

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

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

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

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

Location and nature of defects:

1. _____
2. _____
3. _____

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

1. _____
2. _____
3. _____

Date's City Laboratory representative was present:

1. _____
2. _____
3. _____

Verified the following:

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

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX F

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 Start End	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	Erosion Controls	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:					pH	Unit			Range 6.5 to 8.5			
Time:												

Event #2												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes Report exceedence to RE & complete page 2 of 2
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start End	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	Erosion Controls	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:					pH	Unit			Range 6.5 to 8.5			
Time:												

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

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 G
DISCHARGE POINTS AND FLOW DATA

DISCHARGE TABLE - CORRIDOR IMPROV 2

STREET NAME	MH ID NO.	FSN	MAX FLOW RATE (GPM)
CHEROKEE AVE	I18S160	105238	300
CHEROKEE AVE	I19S807	5615741	200
CHEROKEE AVE	I19S806	5615740	200
37TH ST	I18S159	105237	300
37TH ST	I18S165	105239	510
37TH ST	I18S154	105232	550
37TH ST	I18S97	105178	620
EL CAJON BLVD	I18S166	105240	120
EL CAJON BLVD	I18S167	105241	200
EL CAJON BLVD	I18S100	105181	390
ORANGE AVE	I18S790	5616083	200
ORANGE AVE	I18S99	105180	700
ORANGE AVE	I18S9001	8014701	700
ORANGE AVE	I18S77	105158	390
ORANGE AVE	I18S122	105202	390
ORANGE AVE	I18S126	105205	390
ORANGE AVE	I18S124	105203	320
ORANGE AVE	I18S556	5046976	320
ALLEY BETWEEN WILSON AVE & 36TH ST	I19S32	105470	280
ALLEY BETWEEN WILSON AVE & 36TH ST	I19S26	105464	330
ALLEY BETWEEN WILSON AVE & 36TH ST	I19S1	105439	330
ALLEY BETWEEN WILSON AVE & 36TH ST	I19S42	105480	370
ALLEY BETWEEN WILSON AVE & 36TH ST	I19S43	105481	370
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S813	5616129	200
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S821	5616219	200
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S103	105540	200

ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S104	105541	200
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S126	105560	200
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	i19S127	105561	200
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S128	105562	200
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S132	105563	200
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S135	105566	200
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S390	105768	200
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S394	105769	230
ALLEY BETWEEN 36TH ST & CHEROKEE AVE	I19S396	105770	250
ALLEY BETWEEN CHEROKEE AVE & 37TH ST	I18S789	5616073	260
ALLEY BETWEEN CHEROKEE AVE & 37TH ST	I19S812	5616059	200
ALLEY BETWEEN CHEROKEE AVE & 37TH ST	I19S811	5615944	200
ALLEY BETWEEN CHEROKEE AVE & 37TH ST	I19S810	5615851	200
ALLEY BETWEEN CHEROKEE AVE & 37TH ST	i19S809	5615821	200
ALLEY BETWEEN CHEROKEE AVE & 37TH ST	I19S805	5615739	200
ALLEY BETWEEN CHEROKEE AVE & 37TH ST	I19S808	5615748	200
ALLEY BETWEEN CHEROKEE AVE & 37TH ST	I19S803	5615643	230
ALLEY BETWEEN CHEROKEE AVE & 37TH ST	i19S407	105774	230
ALLEY BETWEEN CHEROKEE AVE & 37TH ST	I19S210	105621	230
ALLEY BETWEEN 37TH ST AND 38TH ST	I18S95	105176	75
ALLEY BETWEEN 37TH ST AND 38TH ST	I18S79	105160	75
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S115	105549	75
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S116	105550	100
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S117	105551	100
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S118	105552	120
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S141	105572	120
ALLEY BETWEEN 37TH ST AND 38TH ST	i19S142	105573	120
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S143	105574	120
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S144	105575	220
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S455	105803	160

ALLEY BETWEEN 37TH ST AND 38TH ST	I19S212	105622	120
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S215	105623	260
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S216	105624	260
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S217	105625	700
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S240	105644	700
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S241	105645	700
ALLEY BETWEEN 37TH ST AND 38TH ST	I19S457	105804	210
38TH ST	I18S78	105159	400
38TH ST	I19S119	105553	400
38TH ST	I19S120	105554	410
38TH ST	I19S121	105555	110
38TH ST	I19S124	105558	410
38TH ST	I19S146	105577	110
38TH ST	I19S150	105581	410
38TH ST	I19S147	105578	310
38TH ST	I19S152	105582	410
38TH ST	I19S557	5197849	650
38TH ST	I19S242	105646	800
ALLEY BETWEEN 38TH ST AND 39TH ST	I18S75	105156	250
ALLEY BETWEEN 38TH ST AND 39TH ST	I19S122	105556	250
ALLEY BETWEEN 38TH ST AND 39TH ST	I19S123	105557	250
ALLEY BETWEEN 38TH ST AND 39TH ST	I19S125	105559	250
ALLEY BETWEEN 38TH ST AND 39TH ST	I19S154	105584	250
ALLEY BETWEEN 38TH ST AND 39TH ST	I19S155	105585	250
ALLEY BETWEEN 39TH ST AND 40TH ST	I18S125	105204	130
ALLEY BETWEEN 39TH ST AND 40TH ST	I18S84	105165	130
ALLEY BETWEEN 39TH ST AND 40TH ST	I19S612	5503944	170
39TH ST	I19S611	5503931	170

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) _____

UNNA NO. WITH PREFIX _____

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

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX I

REHABILITATION DATA COLLECTION – SEWER MAINS SAMPLE DATA TEMPLATE

APPENDIX J
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX K

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 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

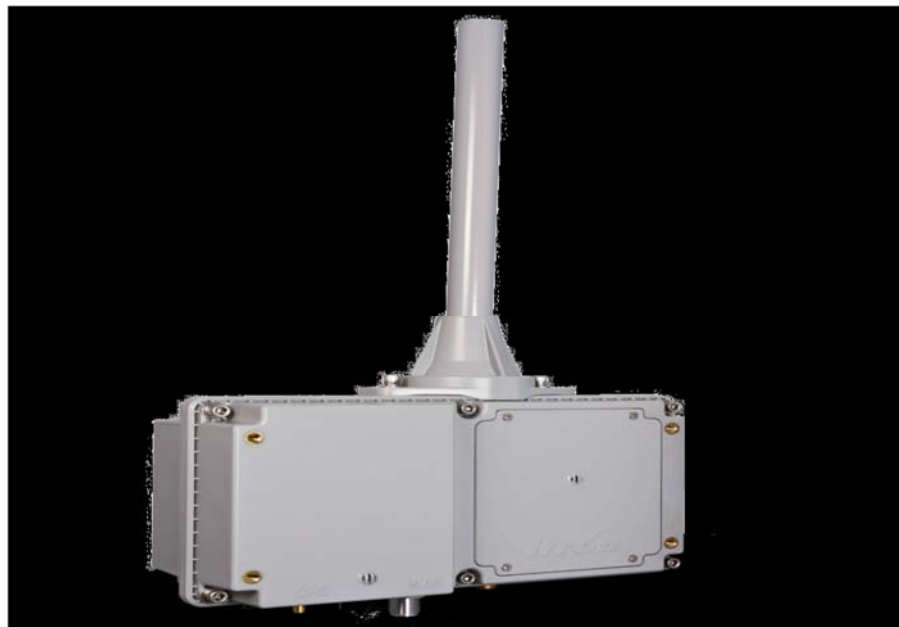


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



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

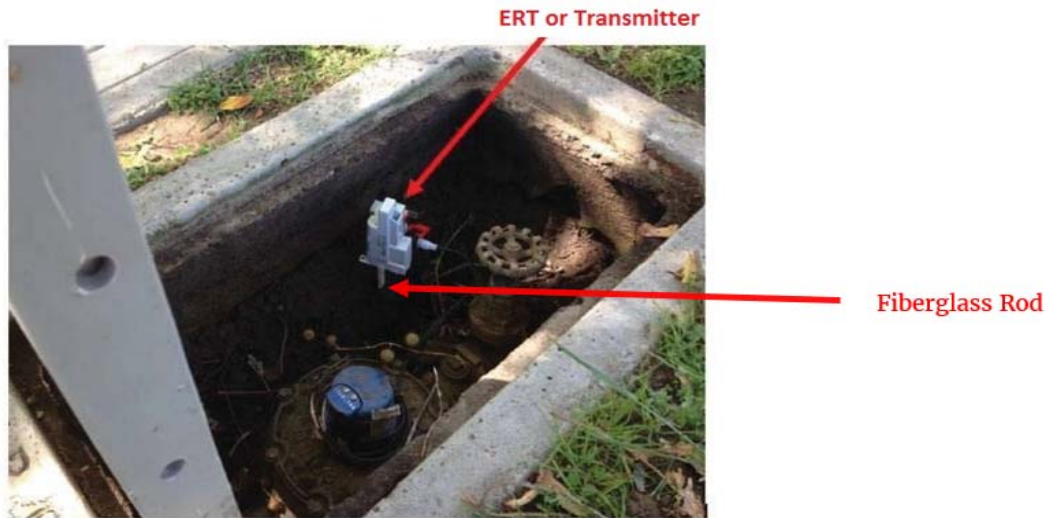


Photo 6 below is an example of disturbance that shall be avoided:

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 L

MAPS

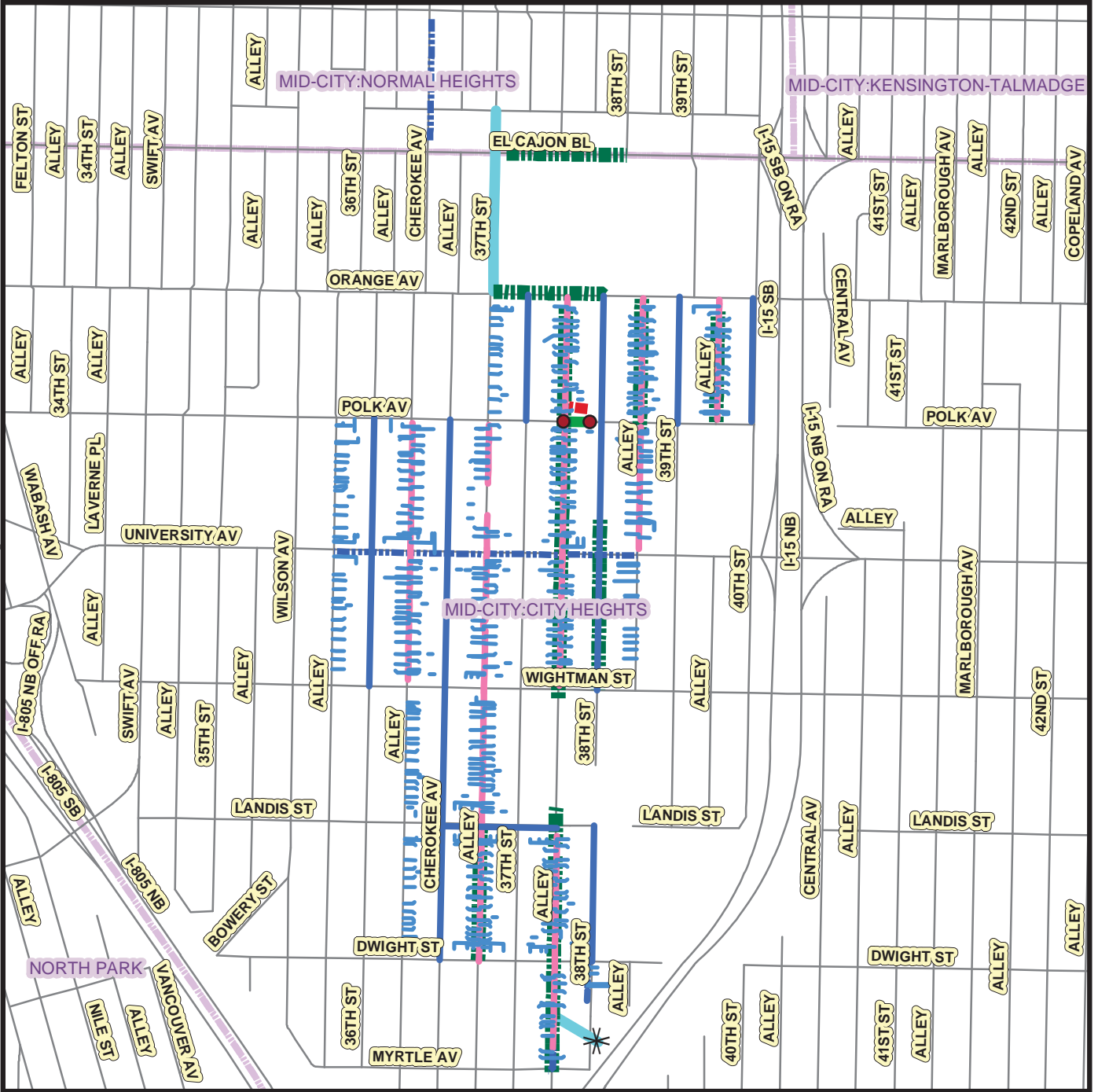
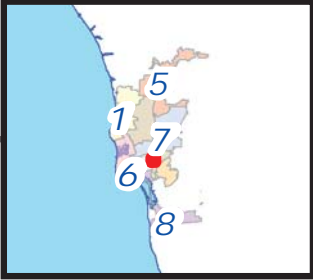
**CORRIDOR IMPROVEMENT II
LOCATION MAP**

SENIOR ENGINEER
JANICE JARO
619-533-3851

PROJECT MANAGER
AMY MILLS
619-533-5164

PROJECT ENGINEER
JING DEBELISO
619-533-5285

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



Legend

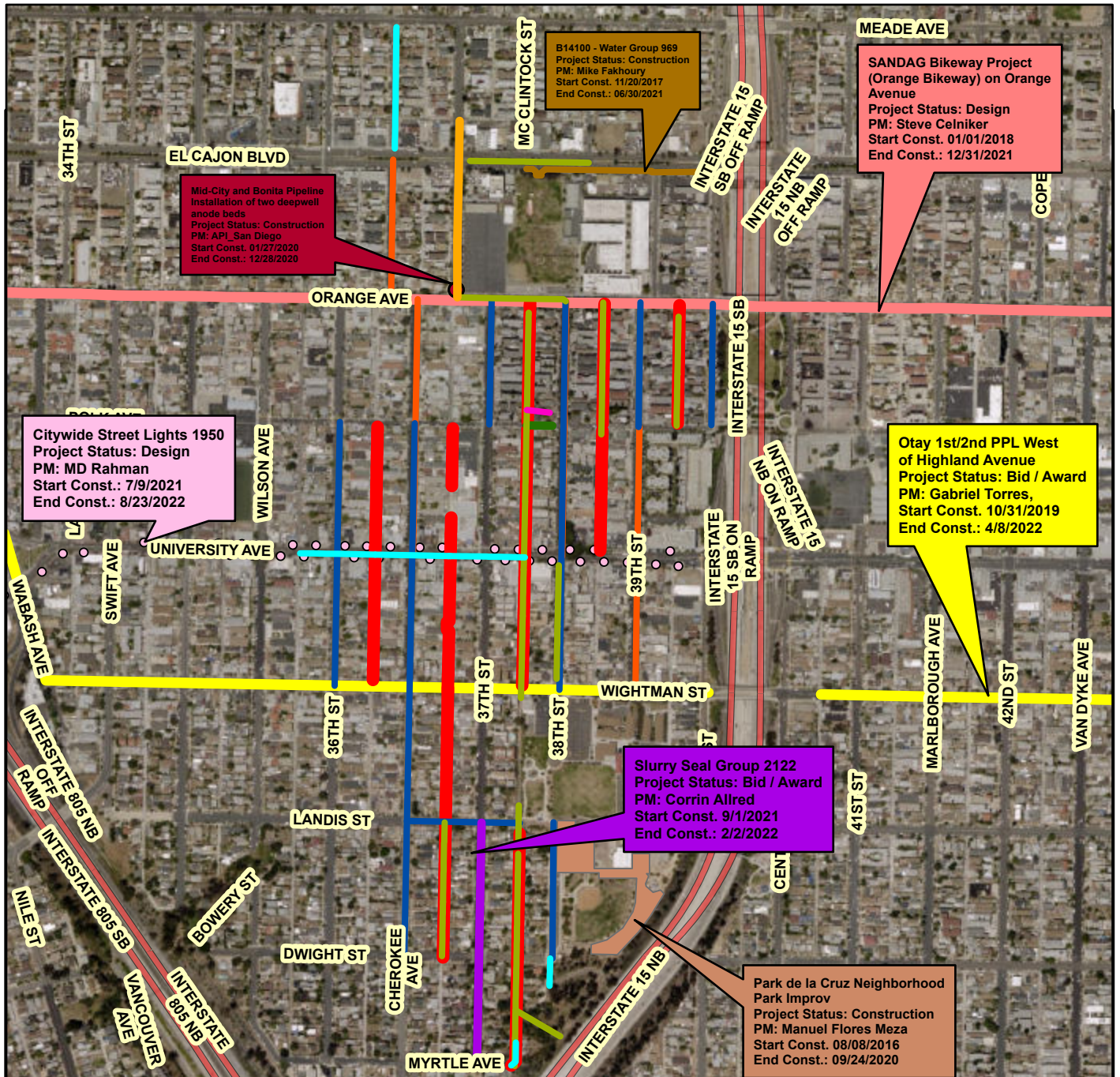
Sewer Main Abandonment	New Water Main
Sewer Main Replacement	WS-Replumbs
Sewer Main Rehab	Water Main Abandonment
New Sewe Main	Water Main Replacement
Possible Point Repair	
New MH	



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The City of **SAN DIEGO** Public Works
Corridor Improv 2 (W & S)

PREDESIGN PROJECT COORDINATION MAP



Legend

- Cherokee Point South SD & GI
- Otay 1st/2nd PPL West of Highland Avenue
- Proposed Water Replacement (0.39 mi)
- Proposed Sewer Rehab (0.17 mi)
- Proposed Sewer Abandonment (0.02 mi)
- Proposed Sewer Replacement (1.35 mi)
- New Sewer (0.03 mi)
- Proposed New Water (1.66 mi)
- Proposed Water Abandonment (1.64 mi)
- Mid City and Bonita Pipeline deepwell anode beds
- Slurry Seal 2022B
- SANDAG Bikeway Project
- B14100 - Water Group 969
- Park de la Cruz Neighborhood Park Improv
- Citywide Street Lights 1950
- Slurry Seal Group 2122



COMMUNITY NAME: MID-CITY HEIGHTS

COUNCIL DISTRICTS: 9



B20044 (W) / B20042 (S)

Date: 6/21/2021

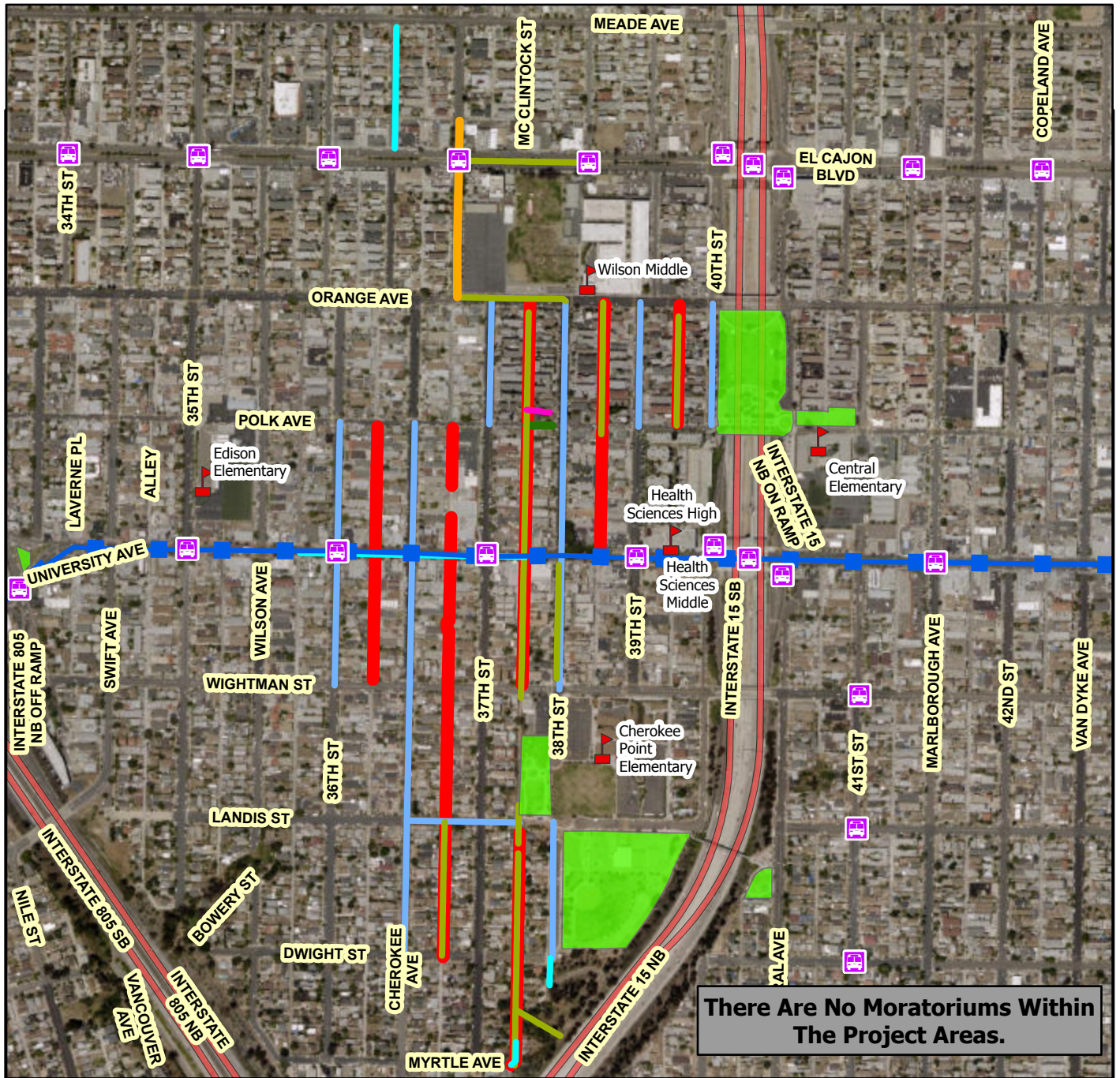
CAPITAL ASSET MANAGEMENT DIVISION

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Folder S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Water & Sewer Projects\Water and Sewer Projects\Corridor Improv 2 (W&S)\CIP Tracking\Coordination map\

The City of **SAN DIEGO** Public Works
Corridor Improv 2 (W & S)

PREDESIGN CONSTRAINTS MAP



Legend

- Proposed New Water (1.77 mi)
- Proposed Water Replacement (0.39 mi)
- Proposed Water Abandonment (1.64 mi)
- New Sewer (0.03 mi)
- Proposed Sewer Replacement (1.35 mi)
- Proposed Sewer Rehab (0.17 mi)
- Proposed Sewer Abandonment (0.02 mi)
- Bus Stops
- Community Parks
- Schools
- Old Abandoned Streetcars Tracks



Folder S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Water & Sewer Projects\Water and Sewer Projects\Corridor Improv 2 (W&S)\CIP Tracking\Constraints map\

COMMUNITY NAME: MID-CITY HEIGHTS

COUNCIL DISTRICTS: 9



B20044 (W) / B20042 (S)

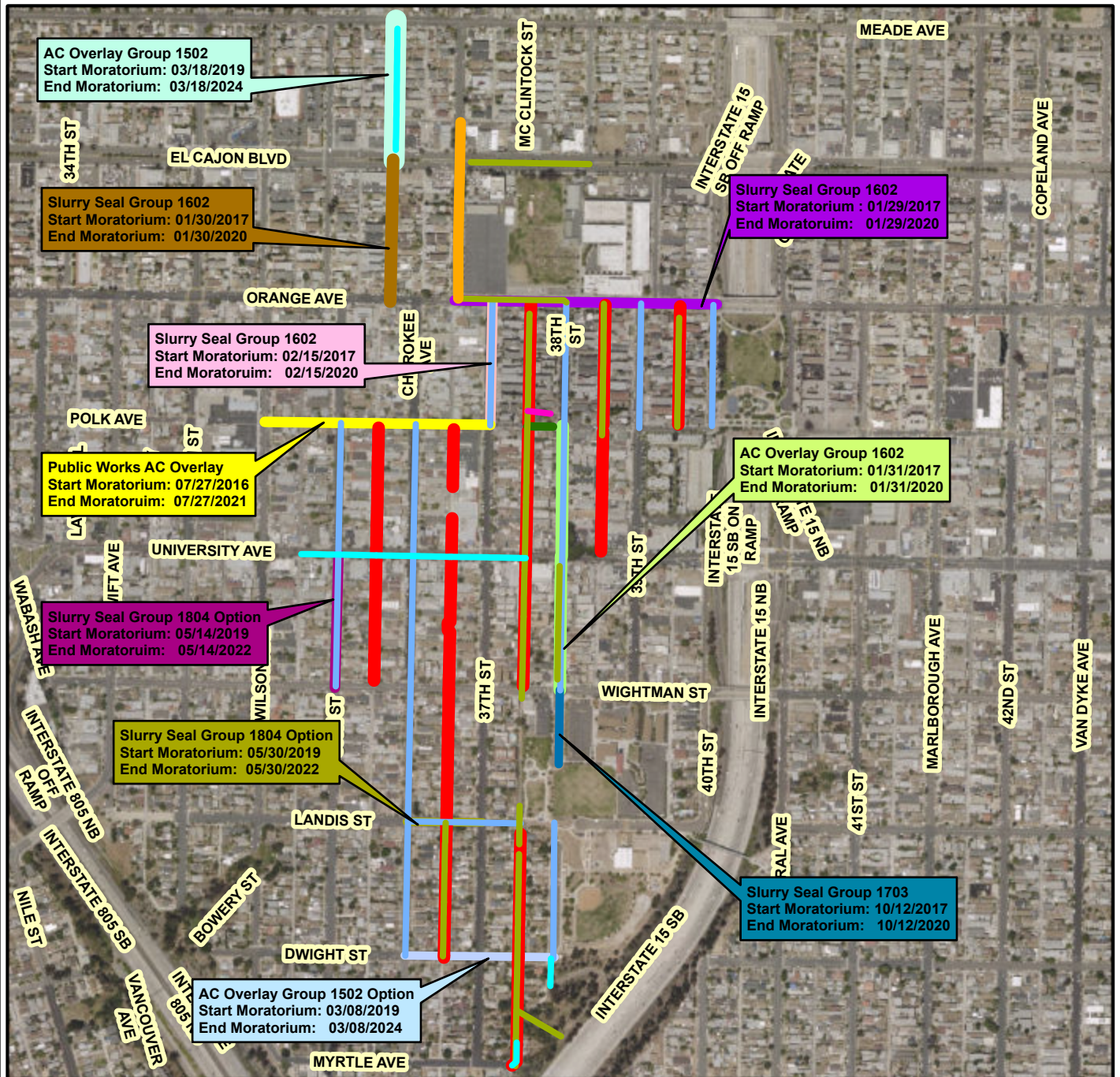
Date: 6/21/2021

CAPITAL ASSET MANAGEMENT DIVISION

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The City of **SAN DIEGO** Public Works
Corridor Improv 2 (W & S)

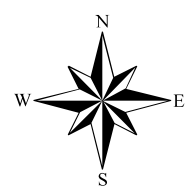
PREDESIGN PAVING CONFLICT MAP



Legend:

- Proposed New Water (1.66 mi)
- Proposed Sewer Abandonment (0.02 mi)
- CIP AC Overlay
- Proposed Water Replacement (0.39 mi)
- CIP AC Overlay
- CIP Slurry Seal
- Proposed Water Abandonment (1.64 mi)
- CIP Slurry Seal
- CIP Slurry Seal
- New Sewer (0.03 mi)
- CIP Slurry Seal
- CIP Slurry Seal
- Proposed Sewer Rehab (0.17 mi)
- CIP Slurry Seal
- CIP Slurry Seal
- Proposed Sewer Replacement (1.35 mi)
- CIP Slurry Seal
- CIP AC Overlay

Roads



Folder S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Water & Sewer Projects\Water and Sewer Projects\Corridor Improv 2 (W&S)\CIP Tracking\Paving Conflict map\

COMMUNITY NAME: MID-CITY HEIGHTS

COUNCIL DISTRICTS: 9



B20044 (W) / B20042 (S)

Date: 6/21/2021

CAPITAL ASSET MANAGEMENT DIVISION

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ATTACHMENT F
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ATTACHMENT G
EVALUATION AND SELECTION CRITERIA

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. Summary of Proposal (5 Points Max)

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

3. Project Team (5 Points Max)

- 3.1. 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:

3.1.1. Civil

3.1.2. Environmental

3.1.3. Geotechnical

4. Technical Approach and Design Concept (30 Points Max)

- 4.1. 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.

The following elements shall be included in this Technical Proposal:

- 4.1.1. The City will select a Proposer that will offer the highest overall score based on weighted criteria for the design and construction per the scope shown in Attachment 'A' and the requirements of this contract. The Work and Services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction, of the Project, as described in Attachment 'A'.

- 4.1.2. The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Proposer. The Proposers will be notified in writing of the City's final decision. Selection of the Proposer will be based on the following criteria:
- 4.1.3. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (60%, 100%, Final Design) and proposed durations.
- 4.1.4. Traffic Control Approach – The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
- 4.1.5. Water Replumb Approach – The Design-Builder shall describe its general approach to completing the replumbs associated with this project.
- 4.1.6. Storm Water Pollution Control Best Management Practices
- 4.1.7. Subsurface Investigation and Geotechnical Work
- 4.1.8. Quality Assurance/Quality Control Plan (QA/QC Plan) – The Design-Builder shall submit a QA/QC Plan specifically developed for this project

5. Construction Plan (30 Points Max)

- 5.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 5.1.1. Identify challenges and issues
 - 5.1.2. Construction approach and methods
 - 5.1.3. Plan for operation of utilities during construction
 - 5.1.4. Plan for phasing of construction activities
 - 5.1.5. Proposed safety program
 - 5.1.6. Proposed emergency response plan
 - 5.1.7. Proposed construction schedule
 - 5.1.8. Traffic Control Management
 - 5.1.9. Community Impact
 - 5.1.10. Critical path schedule
 - 5.1.11. Describe cost saving measures

6. Equal Opportunity Contracting Program (25 Points Max)

6.1. Failure to submit the required EOC information will result in Proposal being determined as non-responsive.

6.2. Subcontractor Documentation

6.2.1. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

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

7. Reference Checks (5 Points Max)

TOTAL POINTS: 100

8. Review of Technical Proposal

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

9. Final Selection Based on Weighted Criteria

9.1. 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:

9.2. A maximum of 60 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:

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

- 9.3. A maximum of 40 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.
- 9.4. 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.
- 9.5. 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 FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Corridor Improv 2**, 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.

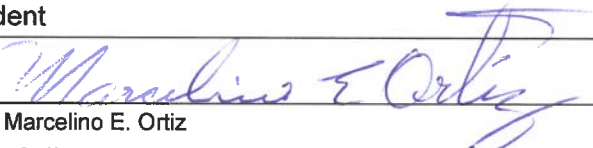
Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ 110,000.00
2	237310	Caltrans Encroachment Permit Submittal (EOC Type I)	1		AL	 	\$10,000.00
3	541330	Engineering and Design Services	1	D	LS	 	\$ 1,453,000.00
4	237110	Construction	1		LS	 	\$ 15,915,807.00
5		City Contingency (EOC Type II)	1		AL	 	\$831,100.00
6	541330	WPCP Development	1	D	LS	 	\$ 2,922.00
7	237310	WPCP Implementation	1		LS	 	\$ 125,000.00
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 7 INCLUSIVE):							\$ 18,447,829.00

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

Total Price For Design-Build Proposal, (items 1 through 7, inclusive) amount written in words:
Eighteen Million, Four Hundred Forty Seven Thousand, Eight Hundred Twenty Nine Dollars

Design-Builder: **Ortiz Corporation**

Title: **President**

Signature: 

Marcelino E. Ortiz

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

Marcelino E. Ortiz, President - 50% ownership interest

Teresa O. Ortiz, Secretary - 50% ownership interest

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

NOTES:

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

DESIGN-BUILD LIST OF SUBCONTRACTORS
TO BE INCLUDED 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 ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Code 3 Media</u> Address: <u>663 S Rancho Santa Fe Rd #177</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078</u> Phone: <u>760-621-3930</u> Email: <u>chris@code3.media</u>	Designer	1000055028	N/A	Precon Video	\$12,000	ELBE	CITY	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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Name: <u>Pavement Coatings Co.</u> Address: <u>10240 San Sevaine Way</u> City: <u>Jurupa Valley</u> State: <u>CA</u> Zip: <u>91752</u> Phone: <u>951-934-4719</u> Email: <u>mailshie@pavementrecycling.com</u>	Constructor	1000003382	303609	Slurry Seal	\$311,432			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Name: <u>Cook & Schmid</u> Address: <u>740 13th St #502</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>619-814-2370 ex. 5</u> Email: <u>jaime@cookandschmid.com</u>	DESIGNER	N/A	N/A	Community Liaison	\$99,480	SLBE	CITY	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Name: <u>Stewart Surety & Insurance Services</u> Address: <u>755 Neptune Ave</u> City: <u>Encinitas</u> State: <u>CA</u> Zip: <u>92024</u> Phone: <u>760-230-1182</u> Email: <u>bart@stewartsurety.com</u>	Designer	N/A	N/A	BONDS	\$110,000	ELBE	CITY	
Name: <u>ACME Safety & Supply</u> Address: <u>1616 West Avenue</u> City: <u>National City</u> State: <u>CA</u> Zip: <u>91950</u> Phone: <u>619-299-5100</u> Email: <u>Candace@acmesafetysupply.com</u>	Constructor	1000007958	791667	Traffic equipment rental	\$25,000	SLBE	CITY	

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Name: <u>Dick Miller, Inc</u> Address: <u>930 Boardwalk Suite H</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078</u> Phone: <u>760-471-6842</u> Email: <u>jmartinez@dmiusa.net</u>	Constructor	1000004547	380204	Concrete Flatwork	\$2,373,400	SLBE	CITY	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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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 ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Dokken Engineering</u> Address: <u>110 Blue Ravine Road</u> City: <u>Folsom</u> State: <u>CA</u> Zip: <u>95630</u> Phone: _____ Email: <u>dnutter@dokkenengineering.com</u>	Designer	1000004294	N/A	Lead Designer	\$972,140			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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Name: <u>R&C Structures</u> Address: <u>1615 La Mirada Drive</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078</u> Phone: <u>760-744-3355</u> Email: <u>rick@marconproducts.com</u>	Constructor	1000004446	425215	Manhole Installation	\$181,300	SLBE	CITY	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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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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Name: <u>McGrath Consulting</u> Address: <u>13080 Hwy 8 Business Route</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-443-3811</u> Email: <u>wrt@mcswwpp.com</u>	Designer	1000037165	N/A	SWPPP	\$23,180	ELBE	CITY	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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Name: <u>Nova Services</u> Address: <u>4373 Viewridge Ave, Ste B</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619-994-8889</u> Email: <u>djbarnett@usa-nova.com</u>	Designer	1000007909	N/A	Geotechnical Services	\$49,100	SLBE	CITY	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Name: Nu-Line Technologies Address: 102 Second St, Suite B City: Encinitas State: CA Zip: 92024 Phone: 760-634-5153 Email: fdurazo@nulinetech.net	Constructor	1000003808	997520	CCTV and Rehabilitation	\$48,487			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Name: <u>Pavement Rehab Co</u> Address: <u>810 Mandevilla Way</u> City: <u>Corona</u> State: <u>CA</u> Zip: <u>92879</u> Phone: <u>714-238-1444</u> Email: <u>tim@paverehabco.com</u>	Constructor	100064823	1051374	Crack Seal	\$30,150			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Name: <u>Quality Infrastructure Corporation</u> Address: <u>7777 Alvarado Road , Suite 606</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91942</u> Phone: <u>619-741-9400</u> Email: <u>kbradbury@qualityinfrastructure.com</u>	Designer	1000011374	N/A	Designer for Sewer	\$137,016	SLBE	CITY	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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Name: <u>Sealright Paving</u> Address: <u>9053 Olive Dr.,</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>619-997-3118</u> Email: <u>estimating@sealrightpavinginc.com</u>	Constructor	1000039542	364113	Asphalt Paving	\$1,600,000	SLBE	COSD	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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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 10 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	MATERIAL 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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
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State of California	CA	U.S. Small Business Administration	SBA

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ATTACHMENT I
CERTIFICATION AND BOND

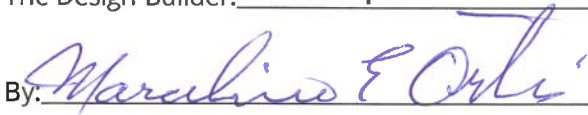
DESIGN-BUILD PROPOSAL

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

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

Dated: August 19, 2022

The Design-Builder: Ortiz Corporation

By: 
(Signature)

Title: Marcelino E. Ortiz, 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: N/A

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

IF A PARTNERSHIP, SIGN HERE: N/A

- (1) Name under which business is conducted _____

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

N/A

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

N/A

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

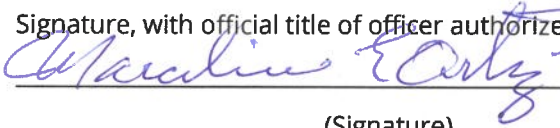
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Ortiz Corporation

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



(Signature)

Marcelino E. Ortiz

(Printed Name)

President MARCELINEO E. ORTIZ

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 2000 McKinley Ave.

(5) City and State National City, CA Zip Code 91950

(6) Telephone No. 619-434-7925 Facsimile No. 619-434-7931

(7) Email Address marcelinoO@ortizcorporation.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A

LICENSE NO. 602454 EXPIRES 9/30/2022

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001045

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

TAX IDENTIFICATION NUMBER (TIN): 33-0416969

E-Mail Address: marcelinoO@ortizcorporation.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 Marcelino E Ortiz Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

ACKNOWLEDGMENT

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

State of California
County of San Diego)

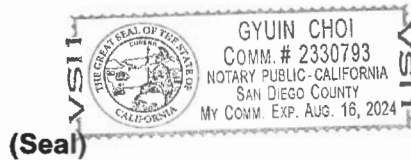
On May 19, 2022 before me, Gyuin Choi, Notary public
(insert name and title of the officer)

personally appeared Marcelino E. Ortiz,
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 



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.

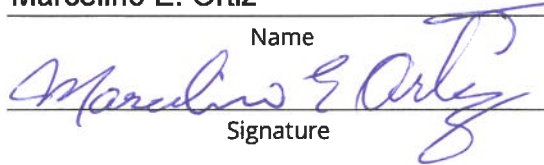
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of 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
		N/A			

Contractor Name: Ortiz Corporation

Certified By Marcelino E. Ortiz Title President

Name



Signature

Date August 19, 2022

USE ADDITIONAL FORMS AS NECESSARY

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

BIDDER/PROPOSER INFORMATION

Ortiz Corporation			
Legal Name	National City	DBA	
2000 McKinley Ave.		CA	91950
Street Address	City	State	Zip
Marcelino E. Ortiz, President	619-434-7925	619-434-7931	
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.

Marcelino E. Ortiz	President
Name	Title/Position
Chula Vista, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
50% ownership interest	
Interest in the transaction	
Teresa O. Ortiz	Secretary
Name	Title/Position
Chula Vista, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
50% ownership interest	
Interest in the transaction	

* Use Additional Pages if Necessary *

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

Marcelino E. Ortiz, President		August 19, 2022
Print Name, Title	Signature	Date

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

ATTACHMENT I
CERTIFICATION AND BOND

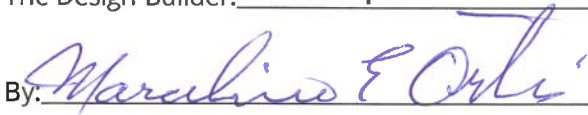
DESIGN-BUILD PROPOSAL

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

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

Dated: August 19, 2022

The Design-Builder: Ortiz Corporation

By: 
(Signature)

Title: Marcelino E. Ortiz, 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: N/A

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

IF A PARTNERSHIP, SIGN HERE: N/A

- (1) Name under which business is conducted _____

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

N/A

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

N/A

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

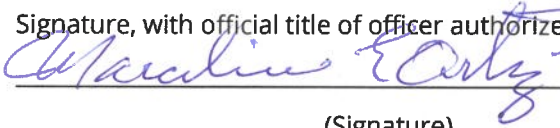
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Ortiz Corporation

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



(Signature)

Marcelino E. Ortiz

(Printed Name)

President MARCELINEO E. ORTIZ

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 2000 McKinley Ave.

(5) City and State National City, CA Zip Code 91950

(6) Telephone No. 619-434-7925 Facsimile No. 619-434-7931

(7) Email Address marcelinoO@ortizcorporation.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A

LICENSE NO. 602454 EXPIRES 9/30/2022

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001045

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

TAX IDENTIFICATION NUMBER (TIN): 33-0416969

E-Mail Address: marcelinoO@ortizcorporation.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 Marcelino E Ortiz Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

ACKNOWLEDGMENT

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

State of California
County of San Diego)

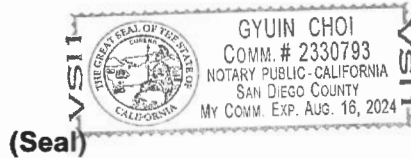
On May 19, 2022 before me, Gyuin Choi, Notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]



PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Ortiz Corporation, a corporation, as principal, and
Markel 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 Eighteen Million
Four Hundred Forty Seven Thousand Eight Hundred Twenty Nine Dollars and Zero Cents
(\$18,447,829.00) for the faithful performance of the annexed contract, and in the sum of Eighteen
Million Four Hundred Forty Seven Thousand Eight Hundred Twenty Nine Dollars and Zero Cents
(\$18,447,829.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of 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.

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

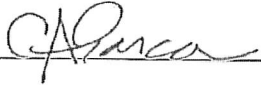
The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

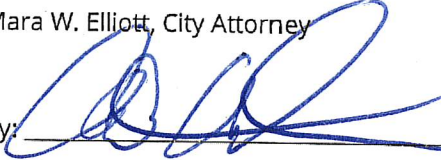
The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: 

Mara W. Elliott, City Attorney
By: 

Print Name: Claudia Abarca
Director
Purchasing & Contracting Department

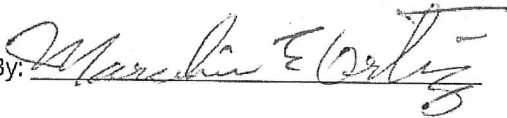
Print Name: ADAM WOODS
Deputy City Attorney


Date: December 27, 2022

Date: 12/29/22

CONTRACTOR Ortiz Corporation

SURETY Markel Insurance Company

By: 

By: 
Attorney-In-Fact

Print Name: Marcelino B. Ortiz

Print Name: Bart Stewart

Date: 11/3/22

Date: 11/2/22

3131 Camino Del Rio North, Suite 1450 San Diego, CA
92108

Local Address of Surety

619-400-4031

Local Phone Number of Surety

\$143,234

Premium

4461122

Bond Number

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Bart Stewart

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Million and 00/100 Dollars (\$20,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 3rd day of November 2022.

SureTec Insurance Company

By: Michael C. Keimig
Michael C. Keimig, President



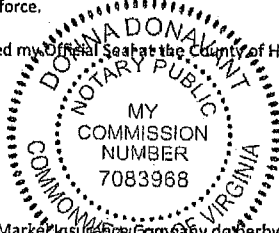
Markel Insurance Company

By: Robin Russo
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 3rd day of November 2022 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at the County of Henrico, the day and year first above written.



By: Donna Donavant
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 2nd day of November 2022.

SureTec Insurance Company

By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Richard R. Grinnan
Richard R. Grinnan, Vice President and Secretary

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)

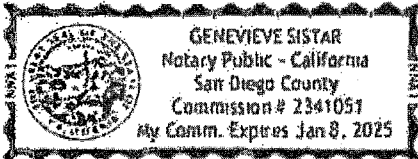
On 11/2/2022 before me, Genevieve Sistar, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Bart Stewart
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Genevieve Sistar

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

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

State of California

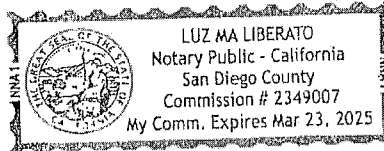
County of San Diego

On Nov. 03. 2022 before me, Luz Ma. Liberato, Notary Public
(insert name and title of the officer)

personally appeared Marcelino E. Ortiz,
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 Luz Ma Liberato (Seal)

CERTIFICATIONS AND FORMS

The Proposer, by submitting its electronic bid or 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 submission are true and correct.

**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

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

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 CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

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.

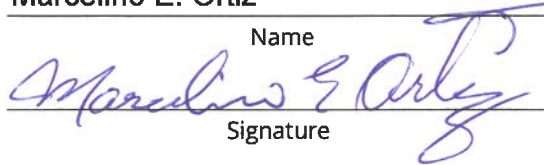
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of 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
		N/A			

Contractor Name: Ortiz Corporation

Certified By Marcelino E. Ortiz Title President

Name



Signature

Date August 19, 2022

USE ADDITIONAL FORMS AS NECESSARY

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

BIDDER/PROPOSER INFORMATION

Ortiz Corporation			
Legal Name	National City	DBA	
2000 McKinley Ave.		CA	91950
Street Address	City	State	Zip
Marcelino E. Ortiz, President	619-434-7925	619-434-7931	
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.

Marcelino E. Ortiz	President
Name	Title/Position
Chula Vista, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
50% ownership interest	
Interest in the transaction	
Teresa O. Ortiz	Secretary
Name	Title/Position
Chula Vista, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
50% ownership interest	
Interest in the transaction	

* Use Additional Pages if Necessary *

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

Marcelino E. Ortiz, President		August 19, 2022
Print Name, Title	Signature	Date

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

AFFIDAVIT OF DISPOSAL

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

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

Corridor Improv 2

(Project Title)

as particularly described in said contract and identified as RFP No. **K-23-2107-DB1-3**; SAP No. (WBS) **B-20042, B-20044**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:
State of _____ County of _____

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

Notary Public in and for said County and State

ATTACHMENT J
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 29th day of Dec. 2022, by and between The City of San Diego [City], a municipal corporation, and **Ortiz Corporation** [Design-Builder], for the purpose of designing and constructing the **Corridor Improv 2** (Project) in the amount of Eighteen Million Four Hundred Forty Seven Thousand Eight Hundred Twenty Nine Dollars and Zero Cents (\$18,447,829.00), which is comprised of \$1,573,000 for Phase I, \$2,783,968 for Phase II, \$10,359,296 for Phase III, and \$3,731,565 for Phase IV. 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-23-2107-DB1-3** for **Corridor Improv 2**, 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 wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for phase I; Design-Builder cannot begin, nor is the City financially liable for Phase II, unless and until Design-Builder is issued a Notice to Proceed for Phase II by the City.
- 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

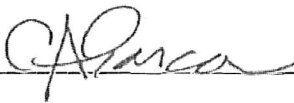
- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall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

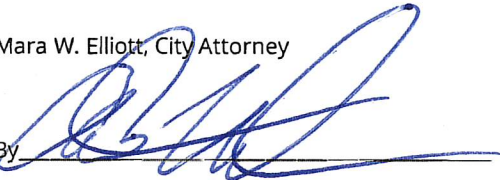
D. Contract Documents. This Contract incorporates the 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

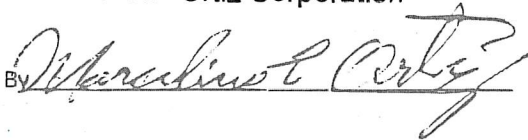
Print Name: Claudia Abarca
Director
Purchasing & Contracting Department

Print Name: ADAM LAUBER
Deputy City Attorney

Date: December 27, 2022

Date: 12/29/22

CONTRACTOR Ortiz Corporation

By 

Print Name: Marcelino E. Ortiz

Title: President

Date: 11-16-2022

City of San Diego License No.: B1996008117

State Contractor's License No.: #602454

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 1

PROPOSAL DOCUMENTS



FOR

CORRIDOR IMPROV 2

RFP NO.:	<u>K-23-2107-DB1-3</u>
SAP NO. (WBS/IO/CC):	<u>B-20042, B-20044</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>JA, KB</u>

PROPOSALS DUE:

12:00 NOON

AUGUST 24, 2022

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

DEPUTY CITY ENGINEER

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



For City Engineer

08/12/2022

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. I have a question on the referenced RFP. I know that the cost of the performance bond is included in the Price Proposal form, but is the city also requesting the actual performance bond attached to the submittal?

A1. The Performance Bond is submitted when a firm has been selected, not at the time of proposal submittal.

Q2. The summary of work calls out approximately 550 water replumbs, this count seems to be way off per the plans provided. We count approximately 263 water replumbs and 19 sewer replumbs. Please clarify.

A2. Please see revised 30% plans.

Q3. Are meter transfers required? None shown on plans. Who will be performing the meter transfers, contractor or City forces?

A3. Meter transfers to be performed by City Forces.

Q4. Are new meters required? If so who will be providing and installing?

A4. Meters are not to be replaced unless they are deemed broken by City Forces. City Forces will replace the meters, if needed.

Q5. Are new backflow devices required?

A5. New backflow devices are not required. If a back flow is missing and required, the Design-Builder shall notify the City Design Team who will coordinate with PUD to notify the property owner to install the backflow.

Q6. Are existing backflow devices to be relocated and recertified?

A6. Yes.

- Q7. There is sewer tunneling on replumbs called for but not shown on plans.
- A7. The plans are only at the 30% design level and will require additional engineering to further refine and optimize the project. Please see section 9.1, Existing Information.
- Q8. For sewer and water laterals, there is no secondary housing referenced on plans for additional connections.
- A8. The plans are only at the 30% design level and will require additional engineering to further refine and optimize the project. Please see section 9.1, Existing Information. The City is only obligated to install all existing connections to the property line or meter. If existing services on one lot is connected at the main, City will reconnect all existing laterals and services. Any items beyond the City right-of-way is the homeowner's responsibility.
- Q9. Sewer pumps and replumbs called out on front of plans however none shown on plans.
- A9. The plans are only at the 30% design level and will require additional engineering to further refine and optimize the project. Please see section 9.1, Existing Information.
- Q10. Sheet 24D, 25D on Cherokee Avenue only shows water replumbs on only 1 side of the street, Is this correct? Or should we be replacing all services on Cherokee?
- A10. Please see revised 30% plans in Attachment A, item 42. Bridging Documents: item 42.1.
- Q11. The RFP, references a revegetation plan, what location is that required at? Will a 25 month monitoring be required as well?
- A11. The Project is not anticipated to involve clearing, grubbing, grading, or other disturbance of vegetated or unpaved areas and assumes rehabilitation of the sewer main in the canyon west of I-15. The City will re-confirm any impacts to vegetated or unpaved areas during scheduled plan checks and ensure adherence to The City's Landscape Regulations. If the project requires clearing and grubbing of vegetation, then revegetation plan outlining the appropriate plant establishment

and maintenance and monitoring period for the Project site will be required.

Q12. Will the City require all spandrels to re-placed at ramp locations?

A12. The work shall be consistent with the City of San Diego 2021 Standard Drawings. Please see SDG-131, Note #22.

Q13. Have any of the re-plumb agreements been obtained by the City?

A13. No.

Q14. Will County recorder fees be paid by the City for the re-plumbs?

A14. Yes.

Q15. The replumbs on 37th will the wet taps be done by the City?

A15. Wet taps to be completed by City Forces. . The plans are only at the 30% design level and will require additional engineering to further refine and optimize the project. Please see subsection 9.1, Existing Information. If more efficient and economical, replacement water main on 37th Street can be considered.

Q16. Are there any existing Geotech reports for the project that can be provided?

A16. The City does not have any existing Geotechnical reports for this project. It is the responsibility of the Design-Builder to perform the necessary geotechnical investigations and research for this project.

Q17. Are there any locations or buildings known to the City to be historic?

A17. 3705 El Cajon Blvd, San Diego, CA 92104. It is assumed that all work will occur in the exterior of the building and the sewer lateral can be replaced via pipe bursting, if needed.

Q18. Section 15.1 states that the Preliminary Environmental Assessment (PEA) Report is provided in the bridging docs? Can you please provide the PEA since it was not included in the bridging docs share site.

A18. Relevant environmental considerations are included in the share site.

Q 19. One section says 575 working days (Page 107) another location says 487 working days (Pg 6), which is correct? Either way this does not seem to be enough time allowed for a design build project of this size and with the huge amount of replumbs required.

A19. Working days has been revised to 734. The liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer shall be completed within 565 Working Days from the date of NTP.

Q20. RFP says survey and staking to be provided by City (Pg 28), yet Section 3-10 (Pg 90-98) discusses all survey/mapping/monumentation DB team is to perform... leaving the following questions:

- a. Please clarify extent and quality of survey and mapping and monumentation discovery that will be provided by City initially.
- b. Can MicroStation files be provided for review?
- c. Please clarify expectations if there is a need to expand survey and mapping and field monumentation discovery; will that work be by City or contractor?
- d. Will City require property survey for replumb work? Close tolerance replumb work may also require survey. In either case, will city or contractor provide this onsite survey? In either case, who is responsible for that outreach and permissions?
- e. For City provided survey work, what turnaround time can be expected on the schedule?

A20.

- a. The City of San Diego will perform all necessary survey for design and construction.
- b. Microstation files for the 30% drawings are included in the bridging documents.
- c. City of San Diego.
- d. The Design-Builder is responsible for all outreach, permissions, and coordination. The survey work itself will be completed by the City of San Diego.
- e. This will be dependent on survey workload, and will be determined when the survey request is submitted.

Q21. Is the only location that will require Caltrans EP application the area east of alley near Myrtle?

- A21. Design-Builder to verify this is the only area that will require a Caltrans Encroachment Permit.
- Q22. Description says 260 ft of trenchless work, yet can't seem to find it in 30% design drawings, please clarify where this is proposed?
- A22. Summary of Work and Project Description has been updated.
- Q23. In our experience, trenching across an alley triggers alley apron upgrades for ADA. By that standard, many more alley aprons would be anticipated than described in the SOW. Please review and confirm if the stipulated number (2) is the correct assumptions for the purposes of bid pricing?
- A23. Summary of Work and Project Description has been updated.
- Q24. Please describe roles and responsibilities of contractor and water operations in the transfer of services.
- A24. The Design-Builder is required to get the service ready-connection at the main, meter box, and onsite replumbs then coordinate with City Forces to transfer the meter.
- Q25. Who pays for title reports related to replumbs and easements?
- A25. City of San Diego
- Q26. In our experience on a recent project it took 18 months to get 180 replumbs through the outreach and approval process with the owners. Please clarify if there will be additional time allowed on the contract given the duration we would anticipate for outreach and approvals for 550 water service replumbs.
- A26. Working days has been revised to 734.
- Q27. Where manholes are above house connection elevations please elaborate on needed coordination with City and owners with respect to backflow preventers.
- A27. For sewer replumbs at properties with existing backflow preventers, Design-Builder shall include backflow preventers in the replumb agreement, so long as a backflow preventer is still required. If a new

backflow preventer is required, Design-Builder shall coordinate with the property owner to install.

- Q28. Pricing sheets have designations for “D” for designer, usually this is the case when there is separate SLBE/ELBE goals for designer and construction. The project specs do not call for an SLBE/ELBE for the design portion of the work. Please clarify
- A28. Subcontracting participation percentages are defined on Page 6, Section 10 Subcontracting Participation Percentages.
- Q29. Phased paving is mentioned, how many phases should we assume to include?
- A29. Phased paving will be based on the design of the project and shall be determined by the Design-Builder.
- Q30. Pg. 171 says price score is 60 points, pg. 172 says it’s worth 80 points.
- A30. Page 171, 9.2 states the criteria. Page 172, 9.5 is only an example of the calculation.
- Q31. Is archeo/paleo monitoring required?
- A31. See page 28, 15.1. The Design-Builder shall determine the need of archeological and paleontological monitoring as design proceeds by coordination with the City of San Diego’s Environmental Permitting Section.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Request for Proposal, page 5, Item 2, **SUMMARY OF WORK, DELETE** in its entirety and **SUBSTITUTE** with the following:
 2. **SUMMARY OF WORK:** This is the City’s solicitation process to acquire Design-Build services for a Design-Build project. The linear footage of water pipes in this project is approximately 3,080 linear feet (LF) of 8-inch and 12-inch water mains to replace existing asbestos cement (AC) water mains, construction of 8,530 LF of new 8-inch water mains, and abandonment of 8,679 LF of existing AC water mains. The upgrades in water facilities also require replumb of approximately 450 services. The linear

footage of sewer pipes in this project is approximately 6,160 LF of 6-, 8-, 10-inch sewer mains to replace existing concrete (CP), vitrified clay (VC), and Polyvinyl Chloride (PVC) mains, construction of 130 LF of new 8-inch sewer mains, rehabilitation of 1,170 LF of existing VC sewer mains, and abandonment of 117 LF of existing 6-inch VC sewer mains. Construction will also include approximately 147 curb ramps and 10 alley aprons. For additional information, refer to Attachment A.

2. To Request for Proposal, page 6, Item 7, **CONTRACT PERIOD, DELETE** in its entirety and **SUBSTITUTE** with the following:
 7. **CONTRACT PERIOD:** The Project shall be completed within **734 Working Days** from the Notice to Proceed (NTP).
3. To Attachment A, Project Description, Scope of Work, Technical Specifications, And Bridging Documents, page 22, Item 1, **PROJECT DESCRIPTION, DELETE** in its entirety and **SUBSTITUTE** with the following:
 1. **PROJECT DESCRIPTION:** This project is comprised of several water and sewer facilities identified by the Public Utilities Department as having a very high priority for replacement, rehabilitation, realignment, and/or abandonment due to excessive maintenance and/or are near the end of their life cycle. The linear footage of water pipes in this project is approximately 3,080 linear feet (LF) of 8-inch and 12-inch water mains to replace existing asbestos cement (AC) water mains, construction of 8,530 LF of new 8-inch water mains, and abandonment of 8,679 LF of existing AC water mains. The upgrades in water facilities also require replumb of approximately 450 services. The linear footage of sewer pipes in this project is approximately 6,160 LF of 6-inch, 8-inch, 10-inch sewer mains to replace existing concrete (CP), vitrified clay (VC), and Polyvinyl Chloride (PVC) mains, construction of 130 LF of new 8-inch sewer mains, rehabilitation of 1,170 LF of existing VC sewer mains, and abandonment of 117 LF of existing 6-inch VC sewer mains. Construction will also include approximately 147 curb ramps and 10 alley aprons. This work includes furnishing all design, labor, materials, equipment, services, and other incidental design, works and appurtenances for the construction of the Project as described in the bridging documents.

4. To Attachment A, Project Description, Scope of Work, Technical Specifications, And Bridging Documents, page 58, Item **43.14, DELETE** in its entirety and **SUBSTITUTE** with the following:

43.14 The Design-Builder shall do all work necessary for any required replumbing of water and sewer laterals including but not limited to preparing replumb agreements in a format acceptable to the City, performing geotechnical evaluation if needed, potholing as needed, provide design phase coordination services with property owners including community group coordination, door hanger notices, notification letters, notary services, a fact sheet, and replumb agreement coordination, obtain all necessary signatures, notarization, and getting them recorded at the County. Recording fees shall be paid by the Design-Builder.

5. To Attachment E, Supplementary Special Provisions, page 107, **Section 6, Prosecution and Progress of the Work, Subsection 6-3 TIME OF COMPLETION, DELETE** in its entirety and **SUBSTITUTE** with the following:

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

1. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **565 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *August 12, 2022*
San Diego, California

RA/AP/ks

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 2

PROPOSAL DOCUMENTS



FOR

CORRIDOR IMPROV 2

RFP NO.:	<u>K-23-2107-DB1-3</u>
SAP NO. (WBS/IO/CC):	<u>B-20042, B-20044</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>JA, KB</u>

PROPOSALS DUE:

12:00 NOON

AUGUST 24, 2022

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

- Q1. Since Streets Division has not yet approved delta funds for this project, would the City be willing to include only a Slurry Seal application as a base bid for pavement resurfacing? It's difficult for contractors/engineers to determine what will be approved by Streets Division for their resurfacing requirements if they want improvements beyond what enterprise funds will pay for.
- A1. Please see section 19 – Resurfacing Treatment. Design-Builder shall determine the appropriate resurfacing treatment in accordance with the Street Preservation Ordinance and Clarifying Memorandum and the 2016 Pavement Condition Assessment only.
- Q2. A14 in Addendum #1 states the City will pay for recorder fees for replumb agreements; however, Section 43.14 of Addendum #1 states "Recording fees shall be paid by the Design-Builder." Will you please clarify whether the City or the Design-Builder will be responsible for paying the recorder fees to the County?
- A2. A14 in Addendum #1 shall be revised to "Recording fees shall be paid by the Design-Builder per Section 43.14."
- Q3. Will you please confirm the Design-Builder must replace an entire PCC alley (full-width replacement) when trenching through it since there are no existing longitudinal joints within the alleys and the alleys are in substandard shape?
- A3. Please see the Street Preservation Ordinance, Section II – Restoration of Concrete Paved Public ROW.
- Q4. Since the Design-Builder will not have geotechnical investigation information prior to the submission of this proposal and there is no way to determine the quality of the soil prior to submitting a bid, should the Design-Builder assume all soil is easy to excavate, there are no cobbles, and the soil will not fail with shallow trenches? Otherwise, how would

the City like the Design-Builder to prepare a cost with this unknown information? Please note, that this same lack of information may also impact any import material that may be required for the concrete resurfacing of the alleys.

- A4. Design-Builder shall assume that the soils are suitable for excavation and backfill. The Design-Builder shall do Geotechnical investigations during design to confirm soils conditions and any changes to the assumption shall be reviewed by the City.
- Q5. Section 28.8 of the Solicitation states “two curb ramps per curb return shall be evaluated.” It’s our understanding that dual curb ramps are not recommended in Residential areas, nor does the Preliminary ADA Report discuss dual curb ramps at these locations. Will you please clarify whether dual curb ramps will be required for installation within the Residential areas of this project?
- A5. Assume that dual curb ramps will be evaluated for all street classifications, unless otherwise directed by the Engineer.
- Q6. Item 3B in the bridging documents shows proposed 12” on University Avenue being installed from the alley west of 36th Street to the alley east of 37th Street, but items 1 and 11 show the replacement work extending to the alley east of 38th Street. Please confirm the extent of the replacement work on University Avenue.
- A6. Please follow items 1 & 11 for the extent of the replacement.
- Q7. 30% design indicates a connection to the existing 48” steel water line at the intersection. The existing 6” water main on 40th does not connect to the 48” steel line. Please confirm if there will need to be a connection between these two water lines at this location?
- A7. There is vertical separation between the existing 6” DI Water and the 48” steel pipe. The proposed main will not connect to the 48’ steel pipe. Disregard the proposed connection and cut and plug the existing 6” DI water instead.
- Q8. Has TSW provided resurfacing recommendations for the project? It is imperative that the City provide details on what types of resurfacing the contractor is to include in its price to the City?

- A8. Please see section 19 – Resurfacing Treatment. Design-Builder shall determine the appropriate resurfacing treatment in accordance with the Street Preservation Ordinance and Clarifying Memorandum and the 2016 Pavement Condition Assessment only
- Q9. Will a Caltrans permit for the work at Orange and 41st as there will be signage for the Orange Ave I-15 overpass?
- A9. Design-Builder to verify this is the only area that will require Caltrans Encroachment Permit.
- Q10. With the issuance of the revised 30% drawings, a substantial amount of replumb work was added. Researching the existing field conditions and necessary work required for these replumbs will take a substantial amount of time. Please consider extending the bid date by one week for the contractor to conduct the necessary field exploration.
- A10. At this time, we will not extend the bid opening date. Although, the number of replumbs have been updated from the original number provided in the contract documents, there are less than what was originally accounted for.
- Q11. For water service replumbs on University Ave. where the existing connection is in an alley. Is it the City's intent that the contractor should install a new service off of University Ave in front of the respective address and then replumb the private side all the way down the sidewalk and back around thru the alley to the original point of connection? There are no theoretical points of connection that can be made at the front of the buildings without jackhammering thru business entrances and floors of the frontages of these buildings and searching for a new place to connect?
- A11. The Design-Builder will investigate the new service connections that will have the least impact to businesses and homes to connect to University Ave.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *August 18, 2022*
San Diego, California

RA/AP/ks

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM 3

PROPOSAL DOCUMENTS



FOR

CORRIDOR IMPROV 2

RFP NO.: K-23-2107-DB1-3
SAP NO. (WBS/IO/CC): B-20042, B-20044
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 9
PROJECT TYPE: JA, KB

PROPOSALS DUE:

12:00 NOON

AUGUST 24, 2022

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. When trenching occurs in a concrete alley, will the contractor be required to replace the concrete alley paving full width?

A1. Please see A3 of Addendum 2.

Q2. Will night work be required anywhere on the project? The RFP states working hours are 7:30am to 3:30pm

A2. Normal working hours are 7:30 AM to 3:30 PM, however night work may be dictated by the Traffic Control Permit, which shall be coordinated between the Construction Management and Field Engineering – Traffic Engineering Division and the Design-Builder. Night work is included in the cost of the contract and no additional payment will be made for work performed at night.

Q3. Are bypass assemblies needed for the 16" crosses/tees w/ 16" BFV's?

A3. Please see the Water Facility Design Guidelines – Section 3.5.1.2 Butterfly Valves.

Q4. Will water re-plumbs on University Avenue need to be night work?

A4. Normal working hours are 7:30 AM to 3:30 PM, however night work may be dictated by the Traffic Control Permit, which shall be coordinated between the Construction Management and Field Engineering – Traffic Engineering Division and the Design-Builder. Night work is included in the cost of the contract and no additional payment will be made for work performed at night.

Q5. Regarding question and answer #11 on Addendum #2. Please confirm if the replumbs on University Ave can be re-connected at the existing point of connection.

A5. The Design-Builder will investigate where replumbs can be connected given the new water and sewer alignments. The Design-Builder will

investigate the new service connections that will have the least impact to businesses and homes to connect to University Ave.

- Q6. In reference to the Solicitation Document for Corridor Improv 1, I do not see Debarment Forms for Prime and Subcontractor. In the past we have submitted them, just wanted to make sure these are not required at this time as they are not listed in the Solicitation Document. Please confirm.
- A6. This form is not required to be submitted by the Contractor at the time of bid for Design Build Projects.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *August 23, 2022*
San Diego, California

RA/AP/nd

Proposal

DESIGN OF CORRIDOR IMPROV 2

SUBMITTED TO:

Juan E. Espindola, PE

Senior Contract Specialist

City of San Diego

Engineering & Capital Projects

525 B Street, Suite 750

San Diego, CA 92101

SUBMITTED BY:



Jose Ortiz, Senior Project Manager

Ortiz Corporation

General Engineering Contractors

2000 McKinley Avenue

(619) 434-7925

JoseO@ortizcorporation.com

SUBMITTED ON:

August 24, 2022

TABLE OF CONTENTS

General Information on Proposer	2
Exceptions to this RFP	2
Summary of Proposal	3
Project Team	4
Technical Approach and Design Concept	13
Construction Plan	27
Reference Checks	33
Equal Opportunity Contracting Program	34
Critical Path Schedule	43
Subcontractor Bios	48

GENERAL INFORMATION ON PROPOSER

Legal name of company: Ortiz Corporation, a California corporation

Establishment/Incorporation date: May 22, 1990

Address of main office (no satellite office): 2000 McKinley Ave., National City, CA 91950

Contact information for firm, including name, title, email address and telephone Number:
Marcelino E. Ortiz, President. 2000 McKinley Ave., National City, CA 91950 (619) 434-7925

Number of employees in San Diego County: 69 employees

Applicable License(s):

- **City of San Diego Business License Number, including expiration date:**
Certificate #B1996008117- expires 7/31/2023
- **State Contractor's License Number including exp. date, and all classifications:**
CSLB: Class A - #602454 - expires 9/30/2024
- **Professional Engineering/Architect License Number, including exp. date.**
Dokken Engineering, Inc. California License #76641 expires 12/31/2022

EXCEPTIONS TO THIS RFP

None



August 24, 2022

City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750
San Diego, CA 92101

Attention: Janice Jaro and Amy Mills

Subject: Design Build of Corridor Improv 2

Members of the Selection Committee:

The Ortiz Corporation Design-Build Team (Ortiz) is pleased to submit this Technical Proposal for the RFP No. K-23-2107-DB1-3, titled Corridor Improv 2. Our proposal is organized in accordance with the format specified in the City's Request for Proposal. This proposal includes the design and construction needed for the installation, replacement, abandonment, and rehabilitation of various sewer and water mains. All affected streets will be slurry sealed, and any streets not suitable for a slurry seal treatment will be treated with a mill and overlay.

The Ortiz team is structured to address any project challenge and provide all necessary support services. Our project management team will approach this project with expediency, flexibility, and accuracy, and will serve as a collaborative partner with City staff.

Our key staff is committed to the City for the duration of this contract. In addition, **we will exceed the City's goals for small, local and disadvantaged subcontractors and suppliers, continuing our superior track record of supporting equal opportunity contracting.** Please contact Jose Ortiz, our Senior Project Manager, at (619) 434-7925 or jose@ortizcorporation.com, if you have any questions or require additional information.

We appreciate the opportunity to express our strong interest in continuing to work for the City and thank you for your time reviewing our qualifications.

Sincerely,

ORTIZ CORPORATION

Marcelino Ortiz

President and Authorized Officer



PROJECT TEAM

SUBCONTRACTING PARTICIPATION PERCENTAGES

The Ortiz team has genuinely embraced the City’s EOCP program by committing a minimum 25.12% to certified SLBE/ELBE subcontractors.

Ortiz has diligently been reaching out to qualified firms since the SLBE Program’s inception. For every City of San Diego job we bid, we make sure to reach out to necessary SLBE/ELBE firms, as evidenced in our “Good Faith Effort” submittals. These efforts are further embodied by Dokken Engineering, a firm that has “encouraged greater availability, capacity development, and contract participation by SLBE’s” by assisting various firms to join the SLBE program for a recent City projects. For this project, the Ortiz team will exceed – not just meet – the participation levels for both design and construction.

The percentages of work committed to our SLBE and ELBE partners are shown in Table 1.

Firm Name	SLBE/ELBE %	OBE %
Dick Miller Inc	12.87%	
Cook + Schmid	0.54%	
Sealright Paving	8.67%	
Nova Services	0.27%	
R&C Structures	0.98%	
McGrath Consulting	0.13%	
QIC	0.74%	
Code 3 Media	0.07%	
Stewart Surety	0.60%	
ACME Safety and Supply Corp.	0.25%	
NuLine Tehcnologies		0.26%
Pavement Rehab Co		0.16%
Pavement Coatings Co.		1.69%
Dokken Engineering		5.27%
Total %	25.12%	7.38%

PROJECT TEAM

Table 1 – Subcontracting Percentages

Understanding the owner’s goals and objectives is our priority. The Ortiz team has the experience, technical approach and management solutions to successfully execute Corridor Improv 2.

The Ortiz team is familiar with the Corridor Improv 2 project areas. We understand the importance of open communication with the community residents and expedient project completion. We have developed a technical approach to our construction plan that will expedite the project schedule. We have identified several potential cost-saving opportunities for the City to consider. These benefits to the City are summarized below and discussed in detail in our proposal.

The Ortiz team brings successful experience; Ortiz set the standard within City of San Diego Engineering & Capital Projects Department as to what a successful design-build project should be!

Our project team not only knows your contracting procedures and policies, but has **extensive design-build experience with the City, including your first design-build group job (GJ554/555). We were able to deliver the project six months ahead of schedule and \$1 million under budget. On Sewer GJ 3015, the City asked Ortiz to construct an additional mile of 8-inch pipeline because we were able to save \$1 million on the initial project.** Projects such as these have allowed Ortiz to emerge an industry leader in the local water and sewer construction market and with that said we can proudly say we have successfully constructed over 100 miles of pipeline for the City in the last 20 years.

*Design-Build 554/555 was the first D-B Group Job for the City of San Diego. Ortiz completed the job **6 months ahead of schedule and handed the City back \$1 million.***



Ortiz consistently exceeds all City SLBE, ELBE and DVBE goals

The Ortiz team’s design plan

Our project team is divided into three design teams and multiple construction crews with clear lines of responsibility.

Two distinct design teams within Dokken Engineering will be responsible for all of the water main design. A third team comprised of Dokken Engineering and Qualitify Infrastructure Corporation (QIC) will be responsible for the sewer design. Having multiple design teams will allow the project to be separated in multiple packages so construction can begin as soon as the first package is approved by the City.

Our San Diego-based team has resources of more than 200 staff members

A committed, locally available team with the **combined resources of over 200 professionals and technical personnel located in the City of San Diego.** Ortiz Corporation is located close to City offices, enhancing our efficiency and responsiveness to project needs. Mr. Jose Ortiz will serve as the Design-Build Senior Project Manager and will be responsible for the project’s overall design and construction coordination. Jose has over 30 years of infrastructure construction experience in southern California and is well versed in all technical elements of this project. Mr. Dan Nutter will serve as the Design Manager and will be responsible for providing oversight for those portions of the project designed by Dokken and QIC and will provide overall

design coordination for the Ortiz team. Dan is a former Deputy City Engineer with the City of San Diego and he is extremely familiar with the City's water and sewer policies, procedures, and staff.

Successful completion of design-build water and wastewater projects requires a committed team that is experienced in design, project coordination, construction and construction management. Our team meets and exceeds these requirements.

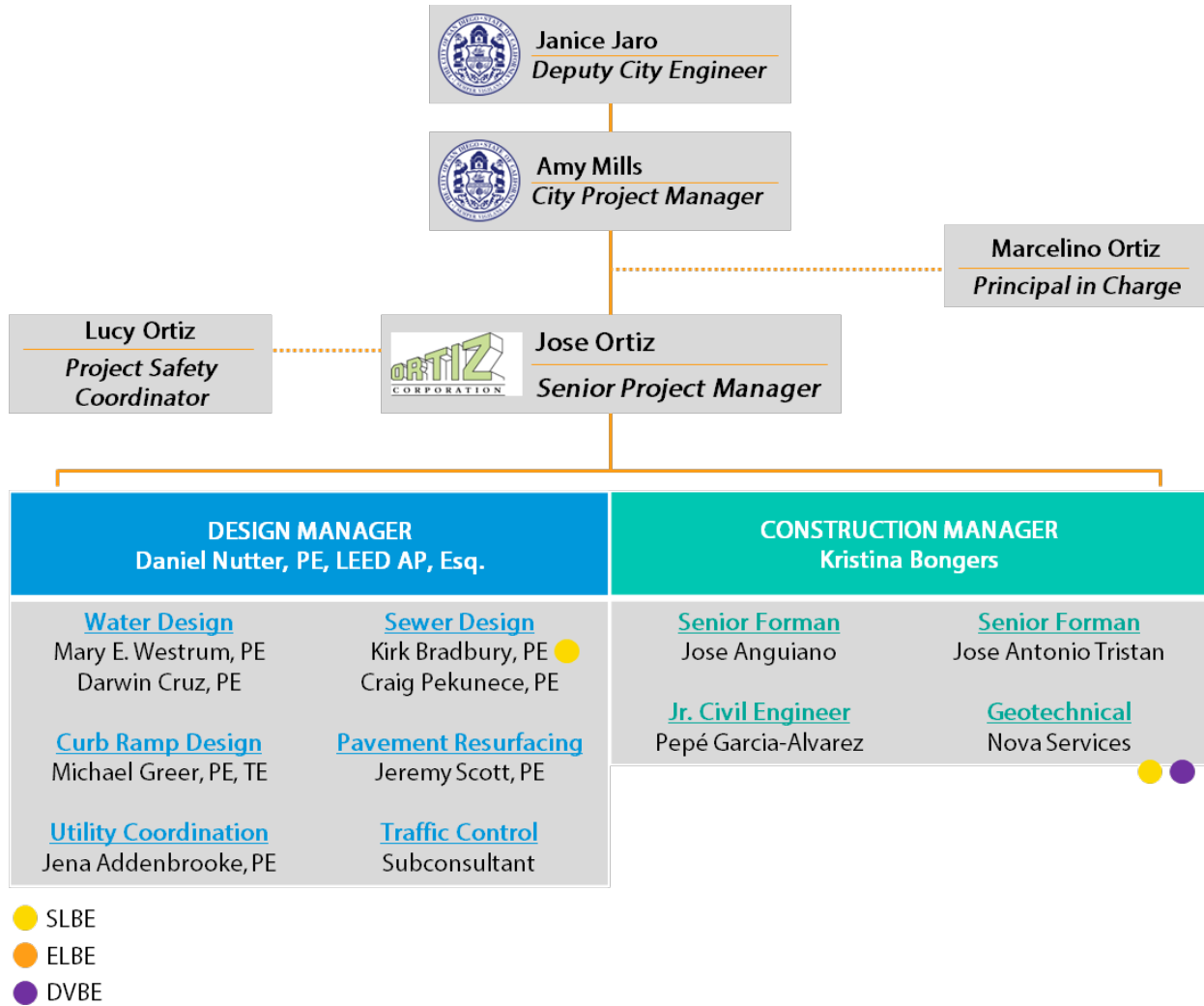
Our project team is structured to deliver top-level people experienced in all phases of water, wastewater, and stormwater projects. The organization of the Ortiz team is shown on the following page. Our team of in-house staff and specialty subconsultants is led by Jose Ortiz, our proposed Project Manager and Coordination/Technical Support Task Leader, and supported by task leaders in Design (Dan Nutter, PE), and Construction/Construction Management (Kristina Bongers). We have also designated key personnel for EOCIP Outreach/Compliance to work with Jose to exceed the City's expectations for all work. Our key personnel have worked together and bring a comprehensive knowledge of local issues to each project.

As described in our proposed approach to accomplish the work, close coordination between the design engineer and the construction contractor is critical to the successful delivery of this project. This close communication will provide continuity as the project moves from design to construction and ensure that the technical services specified in design are properly applied during construction.

The relevant qualifications and experience of the management team and other key design personnel are highlighted in the resume biographies in this section.



AWPA 2022 Contractor of the Year for <25m Projects - City of San Diego/Ortiz Corporation – 30th Street Pipeline



As described in our proposed approach to accomplish the work, close coordination between the design engineers and the construction contractor is critical to the successful delivery of the Corridor Improv 2 project. Accordingly, we have designated Jose Ortiz as the task Leader for design-build coordination and technical support. During project design Jose will work closely with Task Leaders Dan Nutter, Mary Westrum, Kirk Bradbury, and Darwin Cruz for Design and Kristina Bongers, Construction Manager, as well as Mark Tarrell, Dokken’s QA/QC Manager and independent reviewer. This close communication will provide continuity as the project moves from design to construction and ensure that the technical services specified in design are properly applied during construction.

KEY MANAGEMENT AND DESIGN STAFF RESUME BIOGRAPHIES

Provided below are brief key management and design staff resumes.



YEARS OF EXPERIENCE

54 Years

CERTIFICATION/REGISTRATION

General Engineering Construction Contractor (Class A), California
Asbestos Abatement

Marcelino Ortiz
Principal in Charge

Marcelino is the President and Founder of Ortiz Corporation General Engineering Contractors. During his career, Marcelino has successfully supervised over 90 employees at a time, coordinated activities of subcontractors and company personnel to construct numerous projects, and completed over 300 underground projects enforcing all OSHA safety regulations. His role on this project will be overall project supervision and coordination of all resources to ensure a smooth start and completion. Marcelino’s recent project experience includes:

- 30th Street Pipeline Replacement, San Diego CA – Superintendent
- Sewer Group 786, San Diego, CA - Superintendent



YEARS OF EXPERIENCE

38 Years

EDUCATION

Project Supervising and Management SDSU (1989) and UCSD (1992)

CERTIFICATION/REGISTRATION

A&B Contractors License, CA (1989)

OSHA Compliance in Shoring Excavation, Confined Space Entry, Asbestos Pipe Abatement and General Construction

Jose Ortiz
Senior Project Manager

Jose’s waterworks experience began at the age of 15 with Sentinel Fire Protection. While working in the family business, he learned the critical elements of materials, coordination, and schedules with Water Operations Department. Some of his more memorable projects are Del Mar Grandstand Replacement (92-93, MH Golden: Ron Rudolph, CM), UCSD Warren College Apartments (92-93, Al Alarcon, RE), Pump Station 43 Force Main (94, City of SD: Yousif Ibrahim, PM), and Genesee Avenue Subsystem (60,000 LF or reclaimed mains, 6-inch through 36-inch, and appurtenances 96-97, SKE: Ed Weyrauch, CM). These projects put the Ortiz Corporation on the map for San Diego Underground Utility Contractors. Through projects such as these, Jose has become an authority in water-sewer/storm drains facilities, pump stations, pipeline rehabilitation, concrete structures (cast in place and precast), water filtration, telemetry and electrical. Safety has been Jose’s number one initiative as he has bid and executed over \$150M in projects. Jose trains and enforces safety measures, reminding employees that staff and public safety is a priority at all times. Jose plans, organizes, and manages construction development. He is also responsible for overall design, management and support of project teams and construction coordination. Jose’s most recent project experience includes:

- 30th Street Pipeline Replacement, San Diego, CA - Sr. Project Manager
- For Design and Installation of Emergency Generators for



- Wastewater Facilities Design-Build Contract, San Diego, CA – Sr. Project Manager
- AC Water and Sewer Group 1001, San Diego, CA - Sr. Project Manager



YEARS OF EXPERIENCE

20 Years

EDUCATION

AGC Project Management (2008) & AGC Project Engineering (2007);
CICWQ/SWPPP Compliance (2010)

CERTIFICATION/REGISTRATION

OSHA: Shoring, Excavation, Confined Space Entry, General Construction, Fall Protection, Asbestos Pipe Abatement, Osha-10 & 30, Forklift, First Aid



YEARS OF EXPERIENCE

5 Years (with Ortiz Since 2017)

EDUCATION

2000, BS Industrial Engineering, University of Missouri/Columbia

Lucy Ortiz

EOCP Outreach/Compliance; Construction & Construction Management – Safety Manager, Construction Administration

Lucy holds the position of Project Coordination, Safety & Storm Water Compliance Manager. She schedules all employee safety training, holds bilingual weekly employee safety meetings, serves as interpreter during all training sessions, and overlooks Sub-Contractor Safety / SWPPP Compliance. Lucy developed new programs to identify safety challenges and to train staff to take corrective action when necessary. She implemented an aggressive incident case management program, applying corrective action. She reviewed and rewrote Safety Polices in compliance with OSHA Regulations. Lucy investigates jobsite accidents, injuries and near misses while maintaining morale, motivation, and positive employee relations. In addition to field management, Lucy will continue to be responsible for overall project coordination, safety supervision and SWPPP compliance to ensure that all the needs of this project are met. Lucy's recent project experience includes:

- Transbay Sanitary Sewer Force Main, Coronado, CA

Kristina Bongers

EOCP Outreach/Compliance; Construction & Construction Management – Safety Manager, Construction Administration

Mrs. Bongers has experience as both project engineer and project manager for water and sewer pipeline replacement projects for the City of San Diego. Kristi's detailed and organized management style has contributed to the completion of projects on time and within the established budget by monitoring progress, scheduling, and resource management. Kristi's recent project experience includes:

- 30th Street Pipeline, San Diego CA – Project Engineer



Daniel Nutter, PE, LEED AP, ESQ.
Design Manager

YEARS OF EXPERIENCE

15 Years

EDUCATION

2011, Juris Doctor
University of San Diego

2007, BS Civil Engineering
Cal Poly San Luis Obispo

REGISTRATION

California Professional
Civil Engineer, #C76641

California Bar, #279910

LEED Accredited
Professional

Dan is a former Deputy City Engineer with the City of San Diego and has 15 years of engineering and project management experience. His areas of expertise are in project management, preparation of PS&E packages, utility design, roadway geometric design, storm drain and water quality development, constructability reviews, ADA accessibility, multi-modal design, general site design, construction staging, and traffic handling. He has led both local agency and Caltrans projects through Project Study Report approval, Project Report/Environmental Document approval, and through the preparation of Final PS&E. Mr. Nutter has a unique mix of public and private sector experiences that bring a common-sense and community-driven approach to project management. Dan's recent project experience includes:

- La Jolla Improv 3 Pipeline, San Diego, CA – Project Manager
- Old Town Improve 1 Pipeline, San Diego, CA – Project Manager
- AC Water & Sewer Group 1054, San Diego, CA – Senior Engineer



Mark Tarrall, PE
Design - QA/QC Manager

YEARS OF EXPERIENCE

23 Years

EDUCATION

1997, MS Civil Engineering
George Tech

1996, BS Civil Engineering
Virginia Tech

REGISTRATION

California Professional
Civil Engineer, #C71953

Mark has over 23 years of experience and specializes in the management, permitting and design of transportation related projects including local roadway, interchange, bike path, highway widening, and transit projects. He has led both local agency and Caltrans projects through the Project Study Report approval, Project Report/Environmental Document approval, through the preparation of Final PS&E, and ultimately construction. He is experienced in wet and dry utility designs, geometric designs, ADA analysis, drainage design, utility coordination, environmental permitting, public outreach, and Caltrans and local agency procedures and standards. Mark's recent project experience includes:

- Miramar Street and Athena Circle Improvements – Project Manager
- Revelle Utilities Improvement Project – Project Manager
- Prospect Avenue Corridor Enhancement – Project Manager



YEARS OF EXPERIENCE

16 Years

EDUCATION

2006, BS Civil Engineering
Tufts University

REGISTRATION

California Professional
Civil Engineer, #C75418

Mary Elizabeth Westrum, PE
Design – Water Design Engineer

Mary Elizabeth has significant experience in preparing various aspects of roadway and highway design such as the design of horizontal alignments, vertical profiles and superelevation diagrams, roadway alternative analysis, stage construction and traffic handling, right-of-way engineering support, and preparation of cost estimates. Mary Elizabeth's recent project experience includes:

- Friars Road/SR-163 Interchange Wet Utilities – Project Manager/ Design Engineer
- Golf Course Drive Widening Improvements – Task Manager/ Design Engineer
- El Camino Real from Cassia Road to Camino Vida Roble – Design Engineer



YEARS OF EXPERIENCE

15 Years

EDUCATION

2007, BS Civil Engineering
Cal Poly, San Luis Obispo

REGISTRATION

California Professional
Civil Engineer, #C76601

Darwin Cruz, PE
Design – Water Design Engineer

Darwin has experience in all aspects of project design and project management for various transportation, utility infrastructure, and safety improvement projects in southern California. He has lead development of project planning reports, preliminary engineering studies and environmental documents, and PS&E packages for various transportation projects. Darwin's recent project experience includes:

- Miramar Street and Athena Circle Improvements – Design Engineer
- Revelle Utilities Improvement Project – Design Engineer
- I-805/Palm Avenue Interchange – Project Manager/Design Engineer



YEARS OF EXPERIENCE

14 Years

EDUCATION

2008, BS Civil Engineering
San Diego State University

REGISTRATION

California Professional
Civil Engineer, #79080

California Professional
Traffic Engineer, #2845

Michael Greer, PE, TE
Design – Curb Ramp Design Engineer

Michael designs roadways and complete streets in accordance with City, County, Caltrans, and AASHTO standards. He also works on traffic signals, lighting design, and electrical infrastructure. He has also worked in the field as a roadway inspector, allowing him the opportunity to gain valuable knowledge about construction equipment, practices, and techniques. Michael's recent project experience includes:

- Paseo Santa Fe Streetscape Improvements, Phase II & III – Design Engineer/Project Manager
- San Pablo Streetscape Improvements, Phase 1 & 2 – Project Engineer
- McFadden Avenue – Project Manager



EXPERIENCE

31 Years

EDUCATION

1991, BS Civil Engineering
San Diego State University

REGISTRATION

California Professional
Civil Engineer, #C52099

Kirk Bradbury, PE
Design – Sewer Design Engineer

Kirk is an experienced Project Manager and Designer with more than 31 years of experience with the design and construction of local agency capital improvement projects. He has experience designing and managing roadway widenings, realignments, extensions, freeway interchange improvements, bicycle, trail, and pedestrian projects, including four years of experience with Caltrans District 11. Kirk provides project design and leads quality control and approval processing of public works projects. He has served as Project Manager and Project Engineer on numerous roadway, bicycle, pedestrian, and site development projects, and as Design Engineer and specifications writer for local roads, bridges, grade separations, highway overcrossings and interchanges. He is familiar with local, Caltrans, and national design standards, state funding requirements, water quality assessments and storm water BMP design. Kirk's recent project experience includes:

- Euclid + Market Complete Street – Task Manager
- Nimitz Bridge Rehabilitation – Task Manager

TECHNICAL APPROACH AND DESIGN CONCEPT

The Ortiz team has extensive experience providing pipeline engineering services to cities and public agencies throughout the southern California area and abroad. Addressing pipeline improvement projects in heavily congested areas with a concentration of utilities requiring extensive permitting is an area of pipeline design in which we provide creative and cost-effective solutions. Ortiz is well versed in trenchless technologies, as well as traditional approaches to sewer and water installation and rehabilitation. As stated before, Ortiz is local to San Diego, enabling an ease of communication among our key staff members and clients, allowing us to accommodate project site visits and client meetings on short notice. The result is intimate knowledge of our projects, the City's needs, and efficient project execution. **Dan Nutter**, who will be fill the role of Design Manager for this project, is a former City of San Diego Senior Engineer, and intimately understands the City and its complex processes.

"Thanks Dan and team."

Ronak Rekani, PE, PMP
Senior Civil Engineer, City
of San Diego

Based on our understanding of the project and our in-depth experience, we have developed a comprehensive technical approach to address the City of San Diego's requirements as identified in the RFP.

PROJECT UNDERSTANDING

Corridor Improv 2 proposes water and sewer improvements within the Mid-City community of San Diego, specifically Normal Heights and City Heights. The scope of work are as follows:

- **Replacement** of approximately 6,160 linear feet (LF) of existing concrete (CP), vitrified clay (VC), and polyvinyl chloride (PVC) sewer mains.
- **Rehabilitation** of 1,170 LF of existing VC sewer mains.
- **Construction** of 130 LF of new 8-inch sewer mains.
- **Abandonment** of 117 LF of existing VC sewer mains.
- **Replacement** of 3,080 LF of existing asbestos cement (AC) water mains.
- **Construction** of 8,530 of new 8" water mains.
- **Abandonment** of 8,679 LF of existing AC water mains.
- **Replumb** of approximately 450 services.
- **Construction** of 147 curb ramps, 10 alley aprons, and street resurfacing.

The City routinely completes group job projects to replace aging water and sewer assets. The Corridor Improv 2 project, while having various identifiable challenges, is not complex nor overly technically difficult. The team is aware that plans have been advanced to the 30% design level and will need to be reviewed, confirmed, and developed by our team to ensure that all goals of the City are met.

After analyzing the preliminary plans, project area, and relevant attachments, the **Ortiz team has identified several key project challenges** while analyzing the Corridor Improv 2, have been outlined below to **highlight the benefit our team brings to you.**

CITY CHALLENGE	ORTIZ'S SOLUTION	BENEFIT TO THE CITY
Replumbing Community Outreach		
<p>Replumbing of approximately 450 water services will require extensive community outreach and coordination with property owners.</p>	<p>The Ortiz team has experience working with community members, including attending meetings, taking initiative on public outreach, and informing the public on the project. Ortiz will begin reaching out to property owners as soon as the design notice to proceed is given to expedite the process. Ortiz will also develop exhibits for each impacted water service to discuss and coordinate with property owners.</p>	<p>Beginning the community outreach process early allows for maximum time and cost savings, as well as being able to identify lots that will potentially require more effort to design.</p>
Traffic Control		
<p>Minimize impacts to residents by keeping thoroughfares open during high traffic times. Avoid night work when in close proximity to residential dwelling units. Keep school access open.</p>	<p>We will create a construction phasing plan, including D-Sheet TCPs in certain areas, to ensure the community is impacted as little as possible by construction activities. The Ortiz team is extremely familiar with Ahmed and the Traffic team's preferences when it comes to developing traffic control, and we will navigate this efficiently.</p>	<p>Developing a construction phasing plan and appropriate traffic control during design will minimize impacts to the CMFE team during construction and reduce the number of potential complaints by the community during construction.</p>
PUD Alignment Approval		
<p>Being the asset manager, PUD can change direction with desirable design parameters throughout the design process. This leads to schedules being impacted.</p>	<p>The Ortiz team will review the preliminary alignments shown in the 30% design plans for both the water lines and sewer lines for PUD approval prior to further developing the design.</p>	<p>Our proactive approach to alignment approvals early on in the design phase helps save valuable schedule and ensures PUD, TUE, and the engineer of record are all in agreement.</p>
Stakeholder Communication		
<p>This project has invested interest from the nearby residents, schools, and agencies.</p>	<p>Ortiz has extensive expertise providing project updates to academic institutions, community planning groups, elected officials, City staff, residents and other community stakeholders. Clear communication keeps everyone informed with an understanding of the project and status.</p>	<p>Our proactive approach to communication will enable the City to resolve any questions in a timely manner and minimize any miscommunication regarding the project.</p>

CITY CHALLENGE	ORTIZ'S SOLUTION	BENEFIT TO THE CITY
Existing Utilities		
Potential utilities within the local streets and major roads include fiber optic, communication, gas, overhead electrical, underground electrical, and storm drain systems.	We will complete early coordination with the City of San Diego and all private utility owners. Our preliminary design determination is to protect-in-place existing utilities and provide standard offsets for proposed water and sewer lines, which will reduce the number of utility relocations and save significant time.	Our team is able to provide expedited utility coordination services based on our past local project experiences , which will ensure there are no delays in providing Corridor Improv 2 within an expedited timeline.
Pavement Resurfacing		
Slurry seal is the minimum pavement resurfacing application required for this project. Streets Division may have delta funds to use to complete mill and overlay resurfacing for street segments with an OCI rating of poor.	We have worked with Streets Division in the past and we will work with Amy to determine whether delta funds will be included in the project . Additionally, we will work with Josh Lehmann to obtain his recommendation on whether mill and overlay is warranted within the project limits.	Having discussions with Josh at the 60% design phase will allow for adequate time to determine whether delta funds would be appropriate for this project, which would allow us enough time to develop street resurfacing plan sheets.
Potholing		
There are a number of existing utilities within the project footprint: storm drain, gas, electrical, fiber optic, water, and sewer.	We will complete early coordination with the Storm Water Department and all private utility owners . Any utilities that need to be relocated will be identified at 30% to protect the project schedule.	Ortiz is able to provide expedited utility coordination services based on our past local project experiences , which will ensure there are no delays in getting this project into construction.
Multiple WBS Numbers		
Multiple WBS numbers for a single project can cause headaches for TUE staff to manage.	Our team has managed a large number of projects that have multiple WBS numbers, and the best approach is to have the consultant bifurcate their fee based on which WBS the design resources is budgeted for . Additionally, the construction cost estimate will be segregated into costs directly associated with each WBS, including the delta fund WBS.	This will make Amy's job much simpler where he will not have to make assumptions on what consultant contracts costs are attributed to each WBS, and similarly for the construction budget.

WATER PIPELINE AND REPLUMBING DESIGN AND APPROACH

Corridor Improv 2 proposes to shift water mains from alleyways to the streets. This will require abandoning the existing mains in the alleys and placing new mains in the adjacent street. When designing new alignments for water mains, **it is critical to obtain PUD approval of the alignment** prior to the 30% submittal. On La Jolla Improv 3, a water project that Dokken is currently designing, we found that having PUD buy-in on alignments prior to a submittal helps them get engaged and reduce the number of design changes they request in the future. This is a benefit to the design team because it results in saving time and reducing the schedule down the line. Because the 30% alignment has already been designed, the Ortiz team will review the plans to verify the alignment, adjust as necessary, and gain PUD approval before proceeding with the 60% design.








Our approach to optimizing the 30% water line alignment will be to consider the following:

- Impact to traffic during construction.
- Accessibility during construction for traffic, businesses, and pedestrians.
- Construction impact on adjacent utilities and structures.
- Adequacy of the existing public right-of-way.
- Criteria established by the State Department of Health Services for separation of water and sewer lines.
- Impacts to the surrounding community from the construction activities (businesses, schools, emergency service access).

For water line replacements, the **upsizing of water pipes can at times cause horizontal and lateral offset issues with existing utilities**. Lateral offsets to non-potable wet utilities, such as sewer and storm drain lines, can be problematic if we are not 10’ away from them, which would require a deviation to be obtained from the Division of Drinking Water (DDW). The **Ortiz team will obtain all waivers from DDW** if it is determined that mandated offsets from non-potable cannot be accommodated. Additionally, when upsizing water lines, it is possible to encounter a reduction in appropriate vertical cover from other utilities, which may trigger a relocation. Our team’s first goal will be to modify the water main’s profile to reduce the need of any relocations

Pipeline Design Process Addresses and Resolves Constructability and Lifespan Risks

Appurtenances are necessary for pipeline protection and maintenance. We will work with the City staff including Operations, to determine the optimal locations and spacing of appurtenances. The following pipeline appurtenances are recommended:

Appurtenances							
	CATHODIC TEST STATIONS	ISOLATION LINE VALVES	AIR AND VACUUM RELEASE VALVES	BLOW OFFS	FLEXIBLE COUPLINGS WITH HARNESS ASSEMBLIES	MANWAYS	PIPE BEDDING, TESTING, & WATER LINE IDENTIFICATION
	Incorporated into the design if the geotechnical investigation indicates soils are moderately corrosive to corrosive.	Installed in accordance with City of San Diego standards. Additionally, isolation valves will be installed at each trenchless crossing. Valve boxes and covers will be included.	A minimum of 4 inches in diameter, located at high points in the pipeline and at line valve locations.	Located at low points of the pipeline and at line valve locations. Minimum size of blowoffs are 8 inches.	Provided at jack and bore locations (i.e. railroad crossing) to allow for potential pipe movement. More rigorous flexibility will likely be required at fault locations, such as Flex-Tend fittings.	Placed adjacent to butterfly line valves at approximately 10,000 foot maximum spacing to provide City staff access to the pipeline for inspection and maintenance.	In accordance with City of San Diego standards

that would be triggered based on vertical cover concerns.

The most challenging aspect of the water pipeline design will be replumbing of the approximately 450 services impacted by the shifting of water mains from alleyways to streets. Each replumb requires a replumb agreement with the

property owner. At times, especially **during COVID-19, it can be very difficult to communicate with property owners and obtain their approval for replumb agreements.** The Ortiz team has dedicated staff to make these interactions happen seamlessly so there is no delay in obtaining agreement approvals. Because each lot presents a unique case for design, our team will create exhibits that depict the proposed realignment of the water service from the alleyway to the street. These exhibits will be presented to the property owners to gain their approval to proceed with the work and permission to enter their property.

When it comes to addressing and resolving constructability and lifespan risks, the Ortiz team has you covered. We have prepared the above illustration to depict our process-driven methods.

SEWER PIPELINE DESIGN APPROACH

The majority of the scope of work with sewer pipelines is to replace-in-place and rehabilitation, shifting the alignment only when necessary to maintain standard offsets from other existing utilities. Similar to our approach with water lines, the Ortiz team will review the plans to verify the alignment, adjust as necessary, and gain PUD approval before proceeding with the 60% design.

As shown in the 30% plans, there are several locations where the sewer line crosses an existing utility. To avoid conflicts during construction, we are proposing potholing all potential utility conflicts once the alignment has been approved by PUD so we can identify conflicts early. The early identification of any potential conflict will allow us to begin relocation efforts before there are schedule impacts.

Designing replacement sewers requires that critical elevations connections are matched, vertical utility conflicts are avoided, and horizontal separation requirements are adhered to. Our team has a methodical approach to the addressing these issues in design:

- Start from the existing 30% Design Alignment.
- Confirm critical elevations.
- Review design and check that standards are being met.
- Adjust horizontal/vertical alignment, as necessary. Discuss changes with the City.
- Formalize design in 60% drawings.
- Final design with construction documents.

The City will benefit from our approach by ensuring that the current 30% alignment is viable, and the proposed work is approved prior to further design. This approach aided the City on determining the best alignment and scope for the AC Water and Sewer Group 1054 Project, a past project that Dokken has experience on.

DESIGN PHASING

The nature of the Design-Build team structure allows us to accelerate the overall project schedule by dividing the project into multiple design and construction packages. This allows for mobilization shortly before the design is finalized and for construction to begin as soon as the Final Plans are submitted and approved. While construction for one phase is underway, design of the next phase will be happening concurrently. The proposed Phasing Plan that the Ortiz team has developed is as follows:

- **Phase 1:** Water mains north of University Avenue.
- **Phase 2:** Water mains along and south of University Avenue.
- **Phase 3:** Sewer mains throughout the entire project.

Once the Phasing Plan is approved, a Highline and Sewer Bypass Plan can be finalized, which will establish temporary potable water and sewer service to all users within the segment that is under construction. The Ortiz team will provide detailed specifications for the required water highline and sewer bypass system, including pump capacities, stand-by pumping capacity, allowable noise levels, and other considerations. We plan to work closely with the City’s Design Division, Water OPS Supervisor, and the City’s Fire Department to devise a phasing plan that meets the needs of all parties and results in an efficient construction operation.

TRAFFIC CONTROL

The Ortiz team has designed engineered (D-Sheet) traffic control plans (TCPs) for several local agencies, including the City of San Diego, County of San Diego, City of Encinitas, and the City of Carlsbad. Our past experiences will be valuable to the City, as D-Sheet TCPs are required for streets with over 10,000 average daily traffic (ADT). Most of the project construction limits are within residential roads with ADTs much lower than 10,000. However, water and sewer line improvements within University Avenue and El Cajon Boulevard will require D-Sheet TCPs.

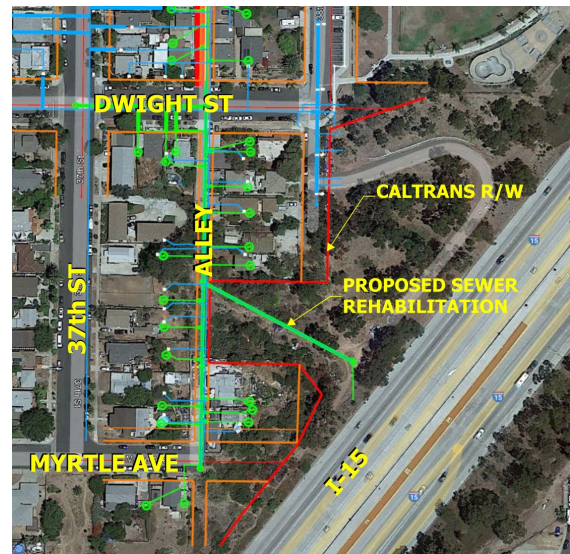
Improvements within alleyways will be phased such that residents will have an ingress and egress to and from their properties via the alleyway. Residents will be notified prior to start of construction, and adequate signage will be used to detour drivers and pedestrians during construction.

Before we begin designing the traffic control plans for these areas, **we will coordinate with Ahmed and the Traffic team** to obtain their concurrence. They will also provide an opinion on whether any areas will require night work, which we want to avoid due to the project being a mostly residential neighborhood.

CALTRANS ENCROACHMENT

Due to the project’s proximity to the Interstate 15 (I-15), coordination with Caltrans is expected to be required. Areas of particular concern include the following:

- The sewer main rehabilitation near the alleyway north Myrtle Avenue, east of 37th Street and south of Dwight Street is within Caltrans right-of-way, as shown in the image to the right.
- The traffic control plans for Orange Avenue and El Cajon Boulevard may potentially encroach into Caltrans right-of-way due to lane closures and the tapering required.



The Ortiz team will engage Caltrans early in the design process and submit encroachment permits to avoid delays in the schedule.

CURB RAMP DESIGN APPROACH

The City of San Diego prepared an Access Law Design Compliance Report as part of the Corridor Improv 2 planning package. The report states that the project shall replace all curb ramps with a dual-curb ramp design per corner to the maximum extent feasible per the **2020 City of San Diego Draft Curb Ramp Design Guidelines**. However, they left the final determination of each ramp's feasibility to the Designer. Therefore, further analysis is required during design for approximately 37 intersections within the project.

A Draft City of San Diego Memorandum: **“Updates to the Curb Ramp Design Guidelines”** was prepared in July 2021 and distributed to the City's project managers that gave more guidance/direction on determining the feasibility of dual ramps. Our team has been utilizing this memo for the past year when evaluating deviations from the dual-curb ramp requirement and preparing City of San Diego's Deviation from Standards Form for approval. However, within the last few weeks, the City has begun circulating the City of LA's Special-Order No. 04-0222 (Alterations resulting in the construction, reconstruction, or upgrade of curb ramps). This order is a bit more stringent than the previous City of San Diego memo and is more in line with the City of San Diego's Office of ADA Compliance and Accessibility interpretation.

Regardless of which guidance the City decides to implement, our team has the experience and capabilities to evaluate each intersection and provide the necessary design, including enlarged and scaled detail with grade elevations and slopes of the curb ramps at both corners. In addition to curb ramps, this project includes the replacement of alley aprons.

Issues with steep sidewalk and ramp grades are not a concern due to the project area being relatively flat. Based on our preliminary analysis, most existing curb ramps appear to already meet standards set by the City of San Diego. These curb ramps will be verified during our site visits to ensure that the detectable warning tiles (DWT) are of correct width and length.

STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES

Per the Preliminary Environmental Assessment, two types of storm water permits are potentially applicable to this project: the Construction General Permit and the Municipal Separate Storm Sewer System (MS4) permit. Permanent storm water BMPs are expected to not be proposed for this project. Because the project impacts more than one acre, a Water Pollution Control Plan (WPCP) is required; The Ortiz team will develop a WPCP in accordance with City standard procedures.

CEQA DETERMINATION AND ENVIRONMENTAL CONSIDERATIONS

The Preliminary Environmental Assessment (PEA) completed by EPS has determined that the impacts caused by this project will allow for a Notice of Exemption (NOE) for CEQA and no jurisdictional permits will be necessary.

Our in-house environmental team will monitor the progress of the project and coordinate with EPS if the project impacts begin to differ from what was analyzed in the PEA.

An area of special importance for environmental consideration is the alleyway east of 37th St, between Myrtle Avenue and Dwight St. A portion of the sewer line runs within undeveloped land. Biological monitoring may be required as a result, which our in-house environmental team is capable of doing.

SURVEY DELIVERABLES

It is well known that the City’s Survey team has an extremely particular way they like to receive CAD files for review during design. The Ortiz team is familiar with the latest Survey Deliverable requirements and checklists, and we understand how to put our design together to ensure minimal challenges when being reviewed by Owen Pilgram and Ron Elrod with the Survey team.

Our team has worked extensively with John Butcher, Owen, and Ron. We use a proactive approach with their team, and we have found that the best way to get comments resolved quickly is with a phone call and monitor sharing. There have been too many instances where design teams have been held up because of improper survey files, and this is something you will not have to worry about with Ortiz.

DESIGN SCHEDULE

It is our commitment to you that we provide quick, concise, and appropriate actions throughout the design phase to ensure we are allowing you to meet your goals. We are not successful as a consultant unless we are making you successful. With our experience and resources, in addition to separating the project into three design packages, we are able to have this **project beginning construction as early as June 2023, with the last package starting construction in September 2023.**

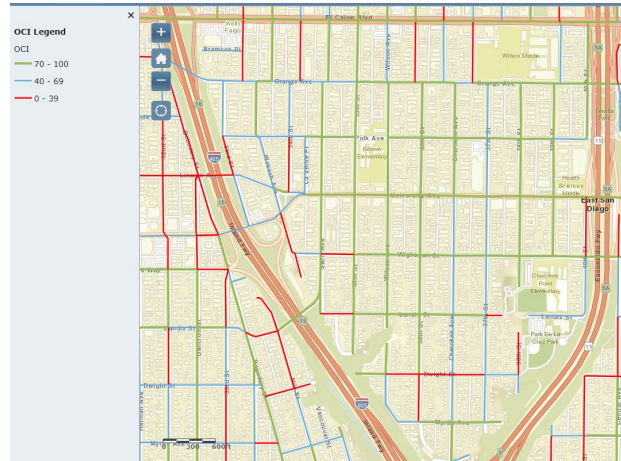
KEY TASKS	2022	2023		
	Q4	Q1	Q2	Q3
PROJECT KICK-OFF	★ November 2022			
PROJECT MANAGEMENT	[Orange bar spanning Q4 2022 to Q3 2023]			
PUD ALIGNMENT APPROVAL	★			
UTILITY COORDINATION	[Orange bar spanning Q4 2022 to Q2 2023]			
PACKAGE 1 WATER DESIGN	[Green hatched bar with red star in Q4 2022, green star in Q1 2023]			
PACKAGE 1 DESIGN APPROVAL			★ June 2023	
COMMUNITY OUTREACH		★		
PACKAGE 2 WATER DESIGN	[Green hatched bar with red star in Q4 2022, green star in Q1 2023]			
PACKAGE 2 DESIGN APPROVAL			★ July 2023	
R/W & REPLUMB AGREEMENTS	[Orange bar spanning Q4 2022 to Q3 2023]			
PACKAGE 3 SEWER DESIGN	[Green hatched bar with red star in Q1 2023, green star in Q2 2023]			
PACKAGE 3 DESIGN APPROVAL			★ September 2023	

-  - Dokken Preparation
-  - 60% Design Milestone
-  - City Review
-  - 100% Design Milestone
-  - Major Milestones
-  - Final Design Milestone

PAVEMENT RESTORATION



Our



approach to pavement restoration will be according to the impacted roadway's latest Overall Condition Index (OCI). Depending on the condition, we propose to slurry seal or mill and overlay asphalt concrete (AC) pavement, and perform full depth replacement for concrete pavement, including alleys and alley aprons. Most of the roadways within the project area are in good or fair condition according to the City's Pavement Condition Map. We will work closely with Amy to ensure Josh Lehmann in Streets Division has the ability to identify the roads that are in need of a mill and overlay repair early on in the process. Using delta funds on a project is always a difficult issue due to the fact Streets Division does not have their annual allocation for resurfacing until early in any given fiscal year. We believe engaging Josh early in the process will prepare him to have this project on his radar. As the image below shows from Street Division's Condition Ratings website there are streets with a "Poor" OCI within our trenching limits that will likely be candidates for delta funds.

To make the delta fund allocation as simple for Amy's team as possible, we will ensure the plans and specifications have a bid alternate for mill and overlay on the roads for all asphalt pavement surfaces that are in poor condition. Having a bid alternate will allow Amy to obtain a bid price from the contractor for the mill and overlay work and make a determination at time of award on whether to include this work. Additionally, the CMFE team will have a bid price to use as a construction change order if Streets Division isn't able to obtain delta funding until after construction has already begun.

SUBSURFACE INVESTIGATIONS

Two of the key components to maintaining schedule and managing project costs will be 1) completing a comprehensive utility base map and 2) the early identification and resolution of potential underground utility conflicts. The Ortiz team has developed a tried and tested method to creating base mapping that will be applied to these CIP project areas.

We follow these **seven (7) steps to complete a comprehensive utilities base map:**

1. Obtain As-Built Drawings from PUD for any City utilities. Verify location of utilities shown on the 30% plans
2. Send out requests for mapping to private utility operators in the project vicinity
3. Conduct field reconnaissance to confirm visible features match as-built information
4. Obtain USA and CPL mark outs for underground utilities along the project alignment
5. Survey above ground features and USA/CPL mark outs

6. Develop a pothole plan and positively identify utilities that are in question
7. Complete utility base mapping

As proposed alignments are developed, it is critical to run a comprehensive conflict check against all existing and proposed facilities. As conflicts are identified, additional potholes may need to be obtained to positively identify vertical location. Investing the effort up front in comprehensive utility base mapping saves time and money on projects in the long run. Once potential conflicts are identified then either avoidance measures or relocation designs can be completed during the design phase and not in construction. The early identification and coordination of utility conflicts resulting in relocations is critical to maintaining the project schedule.

GEOTECHNICAL INVESTIGATION

Our team has extensive experience working in the Normal Heights and City Heights communities of San Diego and therefore have a good understanding of the soil conditions at the site. Our preliminary approach to the Geotechnical Investigation is to obtain boring samples at about ten locations. The data from these borings will be used to confirm if the soils are suitable for excavation and backfill, as well as provide recommendations for existing pavement replacement to provide additional assurance that the correct method of repair is being utilized.

In addition to data provided by the Geotechnical Report, the Ortiz team has experience with calculating design loads and trench loads to determine pipe strength, type of backfill, pipe bedding class, trench width, load factor, and factor of safety. These calculations will be summarized and provided to the City in a design memo as part of the design phase.

PROJECT MANAGEMENT APPROACH

Our mission is to provide superior service to our clients for all their infrastructure improvement projects. The best way we achieve this is by being **responsive and flexible to our client's needs**. The Ortiz team has developed a system to manage contracts that has been proven to be efficient, responsive, flexible, and simple for our clients. Our system is simple; it is founded on clear communication within our team as well as with the City staff assigned to the project, which ultimately streamlines the project delivery process and allows all work to be completed on schedule and within budget.

"Daniel has made a highly valuable contribution during a busy and challenging period and was a great addition to the team."

Mahsima Mohammadi, MSc, PE
Project Manager, City of Oceanside

The following is a bullet list of the tools we use to stay on schedule and within budget:

- **Being Responsive.** Nearly every engineering project is time sensitive for various reasons. We understand the nature of these circumstances and **place a high value on responsiveness**; as a result, we are ready to assist the City in taking advantage of limited windows of opportunity on short notice.
- **Developing Comprehensive Scopes.** A comprehensive scope is required to develop an accurate schedule and fee. Our goal is to **accurately define the project scope and eliminate contract amendments**.

- **Developing a Critical Path Schedule.** Developing an accelerated schedule requires the ability to understand the entire development process and determine the schedule for critical path tasks. Each of our projects is guided by a project baseline schedule, clearly indicating milestones, major activities, and deliverables at a level of detail appropriate to the project and phase.
- **Starting with the End in Mind.** Successful engineering designs require foresight and proper perspective at all stages of the project’s development. Our **focus considers the big-picture from the start** and refines the view to a more detailed perspective as the project progresses. While the project constantly evolves and adapts, our focus always points toward final PS&E and construction.
- **Preparing Detailed Preliminary Engineering.** Detailed preliminary engineering provides the foundation for the project from concept to completion and results in accurate cost estimates at the beginning of a project that can be relied upon for budgeting by E&CP.
- **Preparing Constructible PS&E Packages.** We use a proven process that begins with base mapping and alternative development, with construction in mind at every design phase.
- **Being Responsive During the Construction Phase.** Our team’s **focus is getting projects built.** We will support Amy and her staff in bid evaluation and acceptance. We will prepare for pre-construction meetings, provide additional drawings as required, respond to RFIs and review contractor submittals.

SCHEDULE AND BUDGET CONTROL

Our project management approach is to be an extension of City staff and **provide Janice and Amy an experienced team that knows the City inside and out.** Our team will provide the resources and tools necessary to **deliver this project with minimal oversight from City staff.**

In order to manage the three interdependent elements found in every project – scope, schedule, and budget – it is necessary to implement a sustainable project control methodology. Dan, our Design Project Manager, will develop and implement the project controls plan. The plan outlines the procedures for conducting work, managing project resources and reporting project status and progress. The project management tools identified on the right assures on time and within budget project deliverables.

These tools will enable us to provide a systematic approach to deliver any project. All project participants, including the City and the Ortiz team, will be aware of the project status to make informed management decisions. Our tools and system are designed to respond to these requirements.



Our team has experience preparing and maintaining project schedules for projects. The schedules are monitored, and staffing is adjusted to meet milestones. Performance is monitored through quality control checks, review of actual versus planned progress, completion of action items prepared after meetings, monthly invoicing, and progress reporting. We will use City standards and formats, making invoice review streamlined and familiar to the City.

The Ortiz team has found that the **best way to control budget is to ensure the project schedule is followed**. This method avoids costly over-runs and extended production times. **The key to preserving budgets is to start on time, get it right, and submit the deliverable on time**. Utilizing the same design working group from the beginning of the project to the end ensures consistent thought and engineering practice, while eliminating wasteful hours spent “getting familiar” with a project.

The Primavera P6 Schedule will be supplemented with a deliverables schedule that identifies all project deliverables and submittal dates. The deliverables schedule is a critical project management tool because it specifies what is being delivered to the client and when it is to be submitted. The deliverables schedule will be updated monthly and submitted as part of the monthly invoice to report on the status of completed, in-progress and upcoming deliverables.

The combination of the budget and schedule showing task durations and sequencing will enable us to produce a time-phased budget. With a time-phased budget and a work-based method of measuring progress, a reliable comparison on planned versus actual can be made.

PROJECT COMMUNICATION APPROACH

The solution to **delivering a project on an accelerated schedule isn't solely based on availability and depth of resources**. Over the years, we have perfected our project delivery approach. Most of which is how we **resolve issues early to minimize schedule delays**. One key component is communication. Both internal and external communication within the team, utility and resource agencies and the City. We will use a suite of communication mechanisms to keep the City informed and the maintain the project schedule. The following diagram identifies the key communication methods to deliver this project.

“Thanks for a very productive and beneficial meeting!”
Brandon Miles, PE
Project Manager, City of Carlsbad



Based on the City’s schedule, our team proposes to **hold a bi-weekly meeting to discuss project status and resolve any items that require additional City input**. This frequency of meetings will ensure our project schedule is met. Our team has a long-standing history of delivering projects with multiple team members and stakeholders, and we have established communication protocols that all team members understand. We host weekly internal team conference calls to track progress and keep everyone current on project status and recent decisions that affect their awareness and productivity. There are times where our team needs to resolve an issue in advance

of a project status meeting. When this occurs, we facilitate a focus meeting with appropriate decision makers to resolve the issue and continue.

Quality Assurance/Quality Control

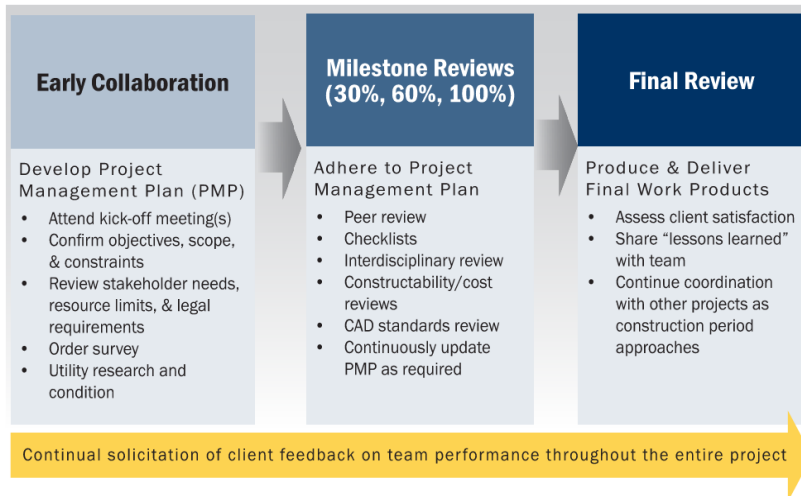
Ortiz and our team members are committed to the City to deliver project documents whose quality exceed the standards in the industry. For our team, **quality is not just a priority, it is a core value**. The flow chart to the right provides an overview of our Quality Control Procedure.



We take quality very seriously, as a quality plan set provides the most competitive bidding opportunities for projects and helps keep projects within their overall budgets, ultimately resulting in a high-quality project being built, on time and with **minimal or no change orders**.

Pride in Our Work on Local and State Public Infrastructure Improvement Projects

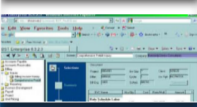
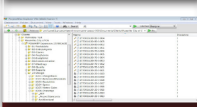


Being a California based engineering firm that focuses solely on public works improvement projects related to transportation, public works, and utility infrastructure projects specifically allows us to maintain our focus on improving the state we live and work in. Many of us were born, have been raised, and have gone to school in San Diego. We take great pride in our teamwork and ability to resolve potential



project concerns efficiently. We understand the level of detail required to produce quality construction documents and regularly hear feedback from our clients and contractors that the quality of our construction documents is second to none. **We do not shy away from raising potential issues or concerns and seek to achieve collaborative resolutions** that benefit the project and all stakeholders. We are familiar with the key players at within the City and have developed important relationships at various jurisdictional agencies over the years, which allows us to streamline communication and gain agency approvals quickly. We hope to continue bringing these much-needed infrastructure improvements to the City of San Diego with this project.

Project Controls Software

The Ortiz team uses a variety of different software programs that will enable appropriate project controls when delivering this project. The below list of programs is a high-level synopsis of the tools we use to **ensure our projects stay on schedule and within budget.**

PROJECT ACCOUNTING Ajera Software	PROJECT FILE SHARING Bentley Project Wise	CAD AND 3D MODELING Microstation/OpenRoads	SCHEDULE Primavera 6
			
Tracks all financial aspects of our contracts including: prime and subconsultant labor efforts, incurred costs versus budgets by task, and SLBE participation. This software allows us to produce tailored reports of weekly project costs reviews for each task and enables efficient preparation of monthly status/invoice reports and demonstration of SLBE participation and EOCP compliance.	Centralized hub for computer aided design, project documents, coordination register, decision matrix, schedules, meeting agendas and minutes, construction photos, and related items. This streamlines project execution, reduces impacts to City staff, lowers project costs and increases the level of communication with the project team.	Our Microstation design will be enhanced with the use of 3D modeling and using OpenRoads for the pipeline design. This modeling will help detect and avoid spatial conflicts between existing and proposed piping/valving and appurtenances, and will be a useful tool in reviewing construction sequencing with City staff.	Primary tool for sequencing of project tasks, confirming resource requirements, and critical path action items. At the project kickoff meeting, we can furnish the City with a resource loaded schedule, staffing plan, and cost spend out curves as work products of the overall schedule model. The baseline schedule will be updated every two weeks through the duration of the project.

CONSTRUCTION PLAN

PROPOSED CONSTRUCTION PLAN

Construction of the Corridor Improv 2 project will require an integrated approach with the design team, City OPS staff, City Field Engineering staff and the entire Ortiz Corporation team. Though mostly a linear project, where phases of work must be completed in sequence, the project will require many coordination elements with water OPS, look ahead planning and most importantly, experience gained on similar projects to reach a successful outcome. The Ortiz Corporation plan includes a number of key elements that will be employed to expedite the completion of the project and minimize impacts to the community.

Replacement and realignment of the water lines will require key cut-ins (tees and crosses) and strategic cut and plugs, however we will try to minimize pressure and volume loss to an acceptable rate. This phase of the project will require disposal of existing AC pipes and replace-in-place methods of construction. Each year Ortiz crews undergo training for AC Pipe Abatement that includes disposal and an owner specific safety plan laid out by the City's Environmental Services Department and the Hazardous Substance

Enforcement Supervisor of which Ortiz works very closely with in currently active City group jobs.

For AC Pipe removal, handling, maintenance and repair:

- Protective clothing and equipment shall consist of at a minimum, steel toe boots, hard hats, safety glasses, rubber gloves and Half-mask with filters.
- All pipe cutting or breaking operations require adequate wetting with potable water to prevent ACP materials from being crumbled by hand pressure and the asbestos fibers becoming air-borne (friable).
- Remove pipe sections at joint collars by breaking them with a wheel-type / snap-cutter (or equivalent tool).
- Planed pipe cuts/breaks as necessary to accommodate the size/weight of pipe being removed. These smaller segments if needed will also help once the pipe has already been double-wrapped, for the 6-mil plastic not to be damaged by the weight of the pipe during transport.
- Use a wheel-type / snap-cutter (or equivalent tool) to make the initial cut and drainpipe of residual liquids.
- Where pipe re-connection is required, trim pipe ends with a wheel-type pipe cutter. Wet, double-wrap and seal pipe ends with a minimum 6-mil poly film wrap that is securely fastened and duct-taped to produce an airtight close of the pipe. Wetting is required to prevent AC materials from becoming friable.
- When possible, remove pipe sections from trench in an "intact" condition. Wet and containerize waste materials as you go, use lift straps and methods that do not damage the pipe.

CHALLENGES AND ISSUES

The City routinely completes group job projects to replace aging water and sewer assets. The Corridor Improv 2 project, while having various identifiable challenges (see Challenge-Solution-Benefit Chart included in Technical Approach), is not complex nor overly technically difficult. The team is aware that plans have been advanced to the 30% design level and will need to be reviewed, confirmed, and developed by our team to ensure that all goals of the City are met.

The replumb water services is a challenging component on the job, the replumbs will be installed via open trench combined with trenchless means and methods. Ortiz has 6 years engaged in horizontal directional drilling and this falls well within our experienced crews capabilities.

We understand this is an older of San Diego, so Ortiz has factored in 500 tons of asphalt repairs to repair deficiencies prior to overlay/slurry seal. In addition, the design build team has included 272,000 SF of 2 inch full width mill and pave and 63,000 SF of 3 inch full width mill and pave and 450,000 SF of slurry seal (type II and type III on University Ave, and type I and type II on all other streets).

CONSTRUCTION APPROACH AND METHODS

We propose to have two crews working simultaneously on the Phases, while being followed by asphalt paving crews.

Highline plan development for each phase will be a critical element of the project to maintain domestic water supply. The highline plan must address each service as well as overall fire protection, outage and notification. We plan to work closely with the City's OPS supervisor and the City's fire department to develop the highline plan for this area.

For each phase of work, once the new line has passed the testing and disinfection procedures, new service lateral lines will be transferred from the highline to the new main. New copper service laterals will be provided for each existing service.

Ortiz Construction proposes to self-perform all the pipeline removal, new pipeline installation, valve installation, thrust blocks, pressure testing, disinfection, backfill and compaction. Ortiz owns all of their equipment and has demonstrated on numerous other City Water and Sewer Group projects, that their crews are highly trained construction professionals and are thoroughly familiar with City of San Diego construction standards. We propose to rely on City forces to perform the appropriate soil and materials testing, bacti testing and approve the final connection between the new pipeline and the existing system.

Previous Water Main Breaks

Areas where previous water main breaks have occurred on the pipeline to be replaced under this project have been identified. From previous experience, we know that these areas usually contain saturated soil that is not acceptable for use as backfill material and possibly slurry and/or gravel backfill. Our plan in these areas is to over-excavate to remove any saturated soil and any slurry mix or gravel. Clean import backfill material will be used to restore the soil in these areas and bring the subgrade up to the pipeline bedding depth.

Following installation of the pipeline and the bedding zone material, import material will be used to backfill up to the pavement sub-grade elevation.

Cut and Plug Schedule

Consistent with past City Water Group Job projects, we propose to perform all the cut and plug work on days or times of low demand to minimize the impact of the water service shutdown or accommodate peak traffic by performing cut and plug during low traffic hours. All cut and plug work will be identified on the detail project schedule.

We anticipate difficulty due to the heavy traffic in both directions and the number of utilities, businesses and restaurants in the area. Our construction schedule is anticipating this work to be performed in the daytime. We recognize night work is an option, but it creates its own set of community impacts with lighting and noise due to the proximity to residents. Community group meetings in this area will be key to identify the least disruptive approach to complete this important element of the project.

PLAN FOR OPERATION OF UTILITIES DURING CONSTRUCTION

Ortiz understands that water service and conveyance of sewage cannot be interrupted for any significant period of time. Therefore, construction costs and methods, such as conventional cut and cover replacement of the existing pipeline, should consider service high-lines and sewer bypass pumping throughout the construction time period. A water service highline, sewer bypass pumping and flow control plan will be created for the City's review and approval prior to commencing work. Ortiz will provide detailed specifications for the required water highline and sewer bypass system that will include pump capacities, stand-by pumping capacity, allowable noise levels, and other considerations. Our design process includes the concept of construction without interruptions and the design will implement this philosophy throughout the project.

Highline plan development for each phase will be a critical element of the project to maintain domestic water supply and to minimize fire service outages during the construction period. Highlining for commercial/industrial buildings, schools, multiple housing units, and parks, due to their higher demand in water supply, is of higher importance. The highline plan will address each service as well as overall fire hydrant coverage during construction. Ortiz and the design team will work closely with the City's OPS Supervisor and staff, and the City's fire department to develop the highline plan for all areas of construction. Highline will be constructed using 2-inch and 3-inch material if necessary to ensure the water demands are met.

PLAN FOR PHASING OF CONSTRUCTION ACTIVITIES

Our plan for phasing of construction is described below.

- **Phase 1:** Water Mains
- **Phase 2:** Sewer Mains
- **Phase 3:** Abandonment
- **Phase 4:** Alley Work
- **Phase 5:** Asphalt Overlay
- **Phase 6:** Slurry Seal

PROPOSED SAFETY PROGRAM

An integral part of our pre-construction planning is the implementation of our unparalleled field safety program. “Safety is First” is Ortiz’s motto out in the field as well as in our management team and among all our sub-contractors chosen on our jobs. Ortiz has every desire to provide a safe working environment for its employees. Working conditions should not only meet accepted standards for the protection, safety and health of employees, but should be maintained in a clean and orderly state so as to encourage efficient operations and satisfied employees. No job is so important, and no order is so urgent that we cannot take the time to perform our work safely. All employees and subcontractors are expected to follow the policies and procedures outlined in our project-specific safety plan. In addition, strict compliance with all mandated regulations must be stressed. It is not the intent of our program to address all hazards that might be encountered, but rather to provide an overview of major safety concerns.

Ortiz employees are trained yearly in OSHA compliance as well as keeping up to date with our Injury & Illness prevention programs along with our BMPs. The combination of these three important elements in our safety program puts us at an outstanding work status with our workman’s compensation carrier. This brings tremendous savings to Ortiz in order to achieve competitive bids.

Every year Ortiz spares no expense in purchasing the latest equipment for a safer work environment for employees. Most important, Ortiz administrative staff brings every head together once a week at their main offices to share experiences and knowledge from the field in a bilingual discussion. When joint cooperation of employees, subcontractors and management is observed, this policy provides safe working conditions and accident-free performance. This is to the mutual advantage of all.

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:

- Location of overhead electrical lines
- Sanitary sewer mains and sewage spills
- Contaminated soil
- Trenching shoring
- Traffic control
- Equipment failure
- Chemical handling
- Pressure testing operations

Our plan designates Ms. Lucy Ortiz as the competent person in charge of maintaining and implementing our emergency response plan. Lucy has more than 20 years of construction experience and currently serves as Ortiz's Safety Director. She has worked on numerous similar infrastructure improvement projects for the City of San Diego and is very knowledgeable of the City's health and safety requirements.

PROPOSED CONSTRUCTION SCHEDULE

The schedule shown in the Critical Path Schedule Section identifies the proposed phasing plan and the key milestones planned for this project. Consideration has been given to the City's construction moratoriums, other projects planned for the project area and overall completion within the 734 working days allotted by the project's agreement. To help expedite the project, we are proposing to order the USA Dig-Alert mark-out service to begin prior to the start of construction. Our goal is to complete all the pre-construction activities during the design phase, which will allow us to mobilize for construction immediately following the final design approval.

TRAFFIC CONTROL MANAGEMENT

A Traffic Control Plan will be developed in conjunction with the phasing plan. Traffic control elements will be developed with the assistance of the City's Traffic Department and the Field Engineering staff.

When working in the residential streets, we propose to close one block at a time and work with residents to move on-street parked vehicles beyond the limits of the daily construction. The traffic plan would restrict traffic on the affected street to only residents. Through traffic would be detoured to the adjacent street. The traffic plan for these streets would be developed as shop drawings and routed for approval through the Design Team. This same approach was successfully employed throughout Sewer Group 767 & 30th Street Pipeline

The Ortiz Design-Build team proposes to work closely with City staff to develop the most efficient Traffic Control Plan to complete this project. Our subcontractor, Jaime Borrue, manager of Safe Work Designs, LLC ("SWZ"), will be responsible for the design of all plans routed through the City's Traffic Engineering Department. Our subcontractor has been producing traffic plans for Caltrans projects is familiar with the CALTRANS requirements. SWZ's experience with Caltrans will be beneficial in the procurement process of the encroachment permits necessary for traffic control near Interstate 15.

COMMUNITY IMPACT

Ortiz takes pride in being a good neighbor when moving into a community to improve its infrastructure. No Parks will always be placed 48 hours in advance to allow residents to make alternate parking plans during work hours. We strive to replace traffic loops as soon as possible after they have been damaged to minimize service disruption. We track and log the installation and maintenance of our project BMPs to make sure they are kept in proper working condition throughout the project's duration. We sweep work areas on a daily basis, and we will be more than willing to sweep beyond the call of duty to keep complaints down.

Construction work in the streets and right-of-way will be disruptive to vehicle and pedestrian access, but alternate routes will be made available. Travel time will be reduced and parking on streets where work is occurring will be limited. Access into businesses, residences and major

facilities may be impacted but maintained when work is in progress. Safety issues for students going to and from school and pedestrians are especially important and need to be addressed as a top priority. Trench coverings and other safety measures must be secured from curious people or vandals during hours when work is not occurring.

Most importantly, we place a strong emphasis on community partnering to advise affected residents, schools, businesses and churches of our upcoming work areas, and we seek their input on upcoming activities where we can adjust our schedules to minimize impacts. We look forward to working with the City's Public Information Officer to develop and implement a good neighbor plan. Ortiz DB team community outreach consultant, Cook & Schmid will work closely with city staff to conduct effective community relations, starting with the design phase and continuing through construction. Also, a specific work plan will be developed in consultation with City staff following a notice to proceed.

CRITICAL PATH SCHEDULE

see attachment at the end of document.

COST SAVING MEASURES

Replumbing of approximately 450 water services will require extensive community outreach and coordination with property owners. Dokken has experience working with community members, including attending meetings, taking initiative on public outreach, and informing the public on the project. Dokken will begin reaching out to property owners as soon as the design notice to proceed is given to expedite the process. Dokken will also develop exhibits for each impacted water service to discuss and coordinate with property owners. Beginning the community outreach process early allows for maximum time and cost savings, as well as being able to identify lots that will potentially require more effort to design.

With the benefit of having an upgraded transmission lines on Polk Avenue and 37th Street, this will give the project phasing flexibility by not hindering water pressure.

REFERENCE CHECKS

- a) Projects:
- i) Rick Collette, RE **30th Street Pipeline Replacement Project** K18-1517-DBB-3-A
RCollette@sandiego.gov (760) 521-8898
 - ii) David Brady, RE **Sewer Group 786** K-18-1479-DBB-3-A david.brady@wsp.com
(858) 776-7307
 - iii) Carlos Sarabia, RE **Sewer & Water Group701** K-16-1362 DBB-3
Csarabia@sandiego.gov (619) 980-6085
 - iv) Miguel Arciniega, RE **Bay Ho Improvements 2A** K-20-1906 DBB-3
MArciniega@sandiego.gov (619) 507-0933
 - v) Ryan Reed, RE **AC Water Group 1028** K-16-1454-DBB-3 ReedR@sandiego.gov
(619) 980-1201
- b) Bank References:
- i) Torrey Pines Bank 8379 Center Dr., La Mesa, CA 91942- Ryan Vertigan (619) 233-2508
 - ii) Banner Bank – 4445 Eastgate Mall, Ste. 110, San Diego, CA 92121 -Gonzalo Aranda Sandoval (858) 900-1769
- c) Trade References:
- i) Robertson's Ready Mix- PO Box 3600, Corona, CA 92878; (951) 493-6526
 - ii) HDS/White Cap-11560 W. Linda Vista Rd., San Marcos, CA 92078 (760) 471-3621
 - iii) Ferguson Waterworks-11909 Tech Center Dr., Poway, CA 92878; (858) 391-3700
 - iv) RDO Equipment -10108 Riverford Rd., Lakeside CA 92040; (619) 270-4300



Equal Opportunity Contracting Program

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: ORTIZ CORPORATION

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 2000 MCKINLEY AVENUE

City: NATIONAL CITY County: SAN DIEGO State: CA Zip: 91950

Telephone Number: 619-434-7925 Fax Number: 619-434-7931

Name of Company CEO: MARCELINO E. ORTIZ

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: SAME AS ABOVE

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: GENERAL ENGINEERING CONTRACTOR Type of License: CLASS A

The Company has appointed: LUCY ORTIZ

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: 2000 MCKINLEY AVE., NATIONAL CITY, CA 91950

Telephone Number: 619-434-7925 Fax Number: 619-434-7931 Email: LucyO@ortizcorporation.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 ORTIZ CORPORATION

(Firm Name)

SAN DIEGO, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 24 day of AUGUST, 2022

(Authorized Signature)

LUCY ORTIZ-TRISTAN
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: ORTIZ CORPORATION

DATE: 08/24/22

OFFICE(S) or BRANCH(ES): 2000 MCKINLEY AVE., NATIONAL CITY, CA 91950 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			3	3										
Professional												1		
A&E, Science, Computer			1	2								1		
Technical														
Sales														
Administrative Support				2		1						1		
Services				1										
Crafts			8											
Operative Workers														
Transportation			6											
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			18	6		1						3		
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Grand Total All Employees

28

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

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: ORTIZ CORPORATION

DATE: 08/24/22

OFFICE(S) or BRANCH(ES): 2000 MCKINLEY AVE., NATIONAL CITY, CA 91950 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														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers	1		18									1		
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers			5											
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators			7											
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters			4											
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	1		34									1		
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Grand Total All Employees 36

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

Disabled														
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Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers

Woodworkers

Operative Workers

Assemblers and Fabricators

Communications Equipment Operators

Food Processing Workers

Metal Workers and Plastic Workers

Motor Vehicle Operators

Other Production Occupations

Printing Workers

Supervisors, Production Workers

Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers

Other Transportation Workers

Rail Transportation Workers

Supervisors, Transportation and Material

Moving Workers

Water Transportation Workers

Laborers

Agricultural Workers

Animal Care and Service Workers

Fishing and Hunting Workers

Forest, Conservation, and Logging Workers

Grounds Maintenance Workers

Helpers, Construction Trades

Supervisors, Building and Grounds Cleaning
and Maintenance Workers

Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons

Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers

Floor Layers, except Carpet, Wood and Hard
Tiles

Floor Sanders and Finishers

Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers

Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers

Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters

Carpenters

Electricians

Painters, Paperhangers, Plasterers and Stucco

Pipelayers, Plumbers, Pipefitters and
Steamfitters

Roofers

All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers



Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners



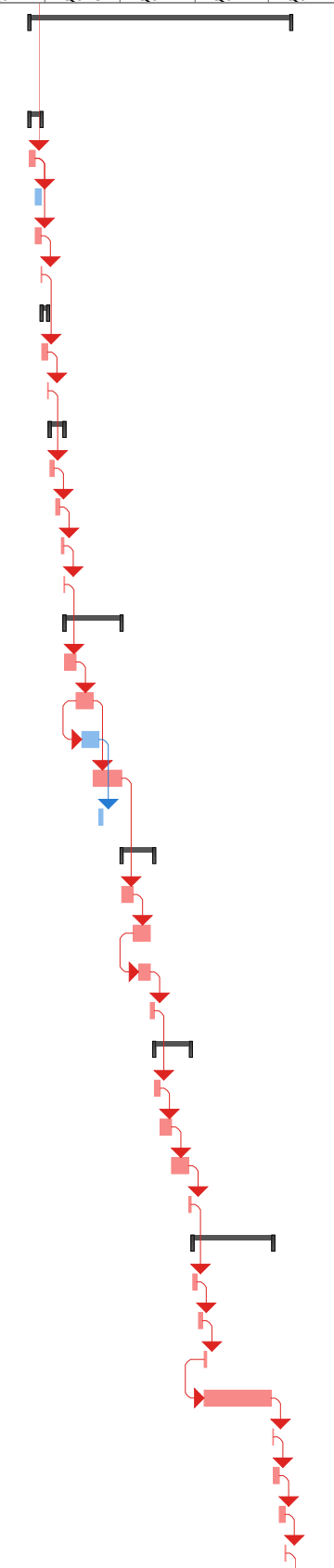
**Critical Path Schedule &
Subcontractor Biographies**

ID	Task Name	Duration	Start	Finish	Qtr 2		2nd Half Qtr 3		1st Half Qtr 4		2nd Half Qtr 1		1st Half Qtr 2		2nd Half Qtr 3		1st Half Qtr 4		2nd Half Qtr 1		1st Half Qtr 2		2nd Half Qtr 3		1st Half Qtr 4	
1	Proposal Due Date	1 day	Wed 8/24/22	Wed 8/24/22																						
2	Selection and Notification	27 days	Thu 8/25/22	Fri 9/30/22																						
3	Receipt of Bonds/ Insurance	10 days	Mon 10/3/22	Fri 10/14/22																						
4	Limited Notice to Proceed	1 day	Tue 11/1/22	Tue 11/1/22																						
5	DESIGN PHASE	221 days	Wed 11/16/22	Wed 9/20/23																						
6	Notice to Proceed	1 day	Wed 11/16/22	Wed 11/16/22																						
7	30% SUBMITTAL	69 days	Thu 11/17/22	Tue 2/21/23																						
8	Field Investigations	10 days	Thu 11/17/22	Wed 11/30/22																						
9	Utility Mapping	5 days	Fri 12/2/22	Thu 12/8/22																						
10	Plan/Profile Sheet Layout	5 days	Fri 12/9/22	Thu 12/15/22																						
11	Traffic Control Concept	5 days	Fri 12/16/22	Thu 12/22/22																						
12	Highline/ Cut& Plug Concept	5 days	Fri 12/16/22	Thu 12/22/22																						
13	Outline Specifications	5 days	Fri 12/23/22	Thu 12/29/22																						
14	QC Review	5 days	Fri 12/30/22	Thu 1/5/23																						
15	Potholing	15 days	Fri 1/6/23	Thu 1/26/23																						
16	30% Design Submittal	1 day	Fri 1/27/23	Fri 1/27/23																						
17	City Review Process	10 days	Mon 1/30/23	Fri 2/10/23																						
18	Review Meeting	1 day	Mon 2/13/23	Mon 2/13/23																						
19	Respond to Comments	5 days	Tue 2/14/23	Mon 2/20/23																						
20	30% Design Approval	1 day	Tue 2/21/23	Tue 2/21/23																						
21	60% SUBMITTAL	80 days	Wed 2/22/23	Tue 6/13/23																						
22	Design Calculations	9 days	Wed 2/22/23	Mon 3/6/23																						
23	Plan/ Profile Development	14 days	Tue 3/7/23	Fri 3/24/23																						
24	Technical Specifications	7 days	Mon 3/27/23	Tue 4/4/23																						
25	Staging Area Plan	5 days	Wed 4/5/23	Tue 4/11/23																						
26	Traffic Control Design	10 days	Wed 4/5/23	Tue 4/18/23																						
27	Highline/ Cut & Plug design	5 days	Wed 4/5/23	Tue 4/11/23																						
28	Curb Ramps	5 days	Wed 4/12/23	Tue 4/18/23																						
29	BMP/ Erosion Control Measures	4 days	Wed 4/19/23	Mon 4/24/23																						
30	Highline Design Approval	1 day	Tue 4/25/23	Tue 4/25/23																						
31	Details	4 days	Wed 4/26/23	Mon 5/1/23																						
32	Quantity Take-Offs	3 days	Tue 5/2/23	Thu 5/4/23																						
33	QC Review	5 days	Fri 5/5/23	Thu 5/11/23																						
34	60% Design Submittal	1 day	Fri 5/12/23	Fri 5/12/23																						
35	City Review Process	20 days	Mon 5/15/23	Fri 6/9/23																						
36	Review Meeting	1 day	Mon 6/12/23	Mon 6/12/23																						
37	Traffic Control Permitting	20 days	Mon 5/15/23	Fri 6/9/23																						
38	Respond to Comments	1 day	Mon 6/12/23	Mon 6/12/23																						
39	60% Design Approval	1 day	Tue 6/13/23	Tue 6/13/23																						
40	100% SUBMITTAL	55 days	Wed 6/14/23	Tue 8/29/23																						
41	Design Drawing Completion	5 days	Wed 6/14/23	Tue 6/20/23																						

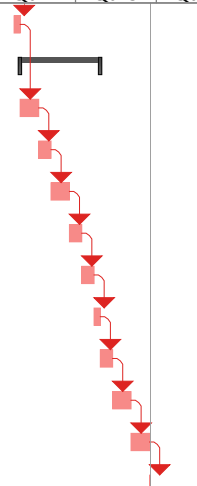
ID	Task Name	Duration	Start	Finish	Qtr 2		2nd Half		1st Half		2nd Half		1st Half		2nd Half		1st Half		2nd Half	
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4		
42	Technical Specifications	5 days	Wed 6/21/23	Tue 6/27/23																
43	NOTIFY DIG-ALERT	1 day	Wed 6/28/23	Wed 6/28/23																
44	Traffic Control Revisions	5 days	Thu 6/29/23	Wed 7/5/23																
45	QC Review	5 days	Thu 7/6/23	Wed 7/12/23																
46	Design Calculations	5 days	Thu 7/13/23	Wed 7/19/23																
47	Quantity Take-Offs	5 days	Thu 7/20/23	Wed 7/26/23																
48	100% Design Submittal	1 day	Thu 7/27/23	Thu 7/27/23																
49	City Review Process	20 days	Fri 7/28/23	Thu 8/24/23																
50	Review Meeting	1 day	Fri 8/25/23	Fri 8/25/23																
51	Respond to Comments	1 day	Mon 8/28/23	Mon 8/28/23																
52	100% Design Approval	1 day	Tue 8/29/23	Tue 8/29/23																
53	FINAL SUBMITTAL	16 days	Wed 8/30/23	Wed 9/20/23																
54	Community Group Meeting	1 day	Wed 8/30/23	Wed 8/30/23																
55	Final Construction Documents	1 day	Thu 8/31/23	Thu 8/31/23																
56	Permitting Agency Approvals	1 day	Fri 9/1/23	Fri 9/1/23																
57	QC Review	10 days	Mon 9/4/23	Fri 9/15/23																
58	Signed Mylars & Calculations	1 day	Mon 9/18/23	Mon 9/18/23																
59	100% Design Submittal	1 day	Tue 9/19/23	Tue 9/19/23																
60	City Review & Approval	1 day	Wed 9/20/23	Wed 9/20/23																
61	Design Complete	1 day	Wed 9/20/23	Wed 9/20/23																
62	CONSTRUCTION PHASE	681 days	Wed 2/14/24	Wed 9/23/26																
63	NOTICE TO PROCEED	1 day	Wed 2/14/24	Wed 2/14/24																
64	MOBILIZATION	2 days	Thu 2/15/24	Fri 2/16/24																
65	PHASE I: WATER (University Ave, 36th St, Cherokee Ave, 37th St, 38th St, 39th St, 40th St, Landis St)	343 days	Mon 2/19/24	Wed 6/11/25																
66	1.1 - UNIVERSITY AVE	88 days	Mon 2/19/24	Wed 6/19/24																
67	Survey / Pothole / Sawcut	5 days	Mon 2/19/24	Fri 2/23/24																
68	Install Highline, Flush & BAC-T	10 days	Mon 2/26/24	Fri 3/8/24																
69	Cut & Plug(s)	15 days	Mon 3/11/24	Fri 3/29/24																
70	Install Water Main	10 days	Mon 4/1/24	Fri 4/12/24																
71	Install Water Services, Replumbs & FH(s)	40 days	Mon 4/1/24	Fri 5/24/24																
72	Trench Cap	3 days	Mon 5/27/24	Wed 5/29/24																
73	Testing & Reconnections	15 days	Thu 5/30/24	Wed 6/19/24																
74	1.2 - 36TH ST	92 days	Mon 5/27/24	Tue 10/1/24																
75	Survey / Pothole / Sawcut	5 days	Mon 5/27/24	Fri 5/31/24																
76	Install Highline, Flush & BAC-T	10 days	Mon 6/3/24	Fri 6/14/24																
77	Cut & Plug(s)	15 days	Mon 6/17/24	Fri 7/5/24																
78	Install Water Main	10 days	Mon 7/8/24	Fri 7/19/24																
79	Install Water Services, Replumbs & FH(s)	45 days	Mon 7/8/24	Fri 9/6/24																
80	Trench Cap	2 days	Mon 9/9/24	Tue 9/10/24																
81	Testing & Reconnections	15 days	Wed 9/11/24	Tue 10/1/24																

ID	Task Name	Duration	Start	Finish	Qtr 2		2nd Half		1st Half		2nd Half		1st Half		2nd Half		1st Half		2nd Half	
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4		
82	1.3 - CHEROKEE AVE / LANDIS ST	168 days	Mon 9/9/24	Wed 4/30/25																
83	Survey / Pothole / Sawcut	5 days	Mon 9/9/24	Fri 9/13/24																
84	Install Highline, Flush & BAC-T	10 days	Mon 9/16/24	Fri 9/27/24																
85	Cut & Plug(s)	15 days	Mon 9/30/24	Fri 10/18/24																
86	Install Water Main	10 days	Mon 10/21/24	Fri 11/1/24																
87	Install Water Services, Replumbs & FH(s)	120 days	Mon 10/21/24	Fri 4/4/25																
88	Trench Cap	3 days	Mon 4/7/25	Wed 4/9/25																
89	Testing & Reconnections	15 days	Thu 4/10/25	Wed 4/30/25																
90	1.4 - 37TH ST	108 days	Mon 10/21/24	Wed 3/19/25																
91	Survey / Pothole / Sawcut	5 days	Mon 10/21/24	Fri 10/25/24																
92	Install Highline, Flush & BAC-T	10 days	Mon 10/28/24	Fri 11/8/24																
93	Cut & Plug(s)	15 days	Mon 11/11/24	Fri 11/29/24																
94	Install Water Main	10 days	Mon 12/2/24	Fri 12/13/24																
95	Install Water Services, Replumbs & FH(s)	60 days	Mon 12/2/24	Fri 2/21/25																
96	Trench Cap	3 days	Mon 2/24/25	Wed 2/26/25																
97	Testing & Reconnections	15 days	Thu 2/27/25	Wed 3/19/25																
98	1.5 - 38TH ST	108 days	Mon 12/2/24	Wed 4/30/25																
99	Survey / Pothole / Sawcut	5 days	Mon 12/2/24	Fri 12/6/24																
100	Install Highline, Flush & BAC-T	10 days	Mon 12/9/24	Fri 12/20/24																
101	Cut & Plug(s)	15 days	Mon 12/23/24	Fri 1/10/25																
102	Install Water Main	10 days	Mon 1/13/25	Fri 1/24/25																
103	Install Water Services, Replumbs & FH(s)	60 days	Mon 1/13/25	Fri 4/4/25																
104	Trench Cap	3 days	Mon 4/7/25	Wed 4/9/25																
105	Testing & Reconnections	15 days	Thu 4/10/25	Wed 4/30/25																
106	1.6 - 39TH ST	108 days	Mon 1/13/25	Wed 6/11/25																
107	Survey / Pothole / Sawcut	5 days	Mon 1/13/25	Fri 1/17/25																
108	Install Highline, Flush & BAC-T	10 days	Mon 1/20/25	Fri 1/31/25																
109	Cut & Plug(s)	15 days	Mon 2/3/25	Fri 2/21/25																
110	Install Water Main	10 days	Mon 2/24/25	Fri 3/7/25																
111	Install Water Services, Replumbs & FH(s)	60 days	Mon 2/24/25	Fri 5/16/25																
112	Trench Cap	3 days	Mon 5/19/25	Wed 5/21/25																
113	Testing & Reconnections	15 days	Thu 5/22/25	Wed 6/11/25																
114	1.7 - 40TH ST	78 days	Mon 2/24/25	Wed 6/11/25																
115	Survey / Pothole / Sawcut	5 days	Mon 2/24/25	Fri 2/28/25																
116	Install Highline, Flush & BAC-T	10 days	Mon 3/3/25	Fri 3/14/25																
117	Cut & Plug(s)	15 days	Mon 3/17/25	Fri 4/4/25																
118	Install Water Main	10 days	Mon 4/7/25	Fri 4/18/25																
119	Install Water Services, Replumbs & FH(s)	30 days	Mon 4/7/25	Fri 5/16/25																
120	Trench Cap	3 days	Mon 5/19/25	Wed 5/21/25																
121	Testing & Reconnections	15 days	Thu 5/22/25	Wed 6/11/25																

ID	Task Name	Duration	Start	Finish	Qtr 2		2nd Half		1st Half		2nd Half		1st Half		2nd Half		1st Half		2nd Half		
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4			
122	PHASE II: SEWER (El Cajon Blvd, 37th St, Orange Ave, 38th St, Dwight, Polk, Alley Blk 82, 56, 37, 11, 83, 92, 12, 13)	229 days	Thu 6/12/25	Tue 4/28/26																	
123	2.1 - EL CAJON BLVD	11 days	Thu 6/12/25	Thu 6/26/25																	
124	Survey / Pothole / Sawcut	5 days	Thu 6/12/25	Wed 6/18/25																	
125	Install Sewer Main & MH(s)	5 days	Thu 6/19/25	Wed 6/25/25																	
126	Install Sewer Laterals	5 days	Thu 6/19/25	Wed 6/25/25																	
127	Trench Cap	1 day	Thu 6/26/25	Thu 6/26/25																	
128	2.2 - 37TH ST	6 days	Fri 6/27/25	Fri 7/4/25																	
129	REHAB Sewer Main & MH(s)	5 days	Fri 6/27/25	Thu 7/3/25																	
130	Trench Cap	1 day	Fri 7/4/25	Fri 7/4/25																	
131	2.3 - ORANGE AVE	14 days	Mon 7/7/25	Thu 7/24/25																	
132	Survey / Pothole / Sawcut	5 days	Mon 7/7/25	Fri 7/11/25																	
133	Install Sewer Main & MH(s)	5 days	Mon 7/14/25	Fri 7/18/25																	
134	Install Sewer Laterals	3 days	Mon 7/21/25	Wed 7/23/25																	
135	Trench Cap	1 day	Thu 7/24/25	Thu 7/24/25																	
136	2.4 - ALLEY BLK 11, 37, 56, POLK AVE	50 days	Fri 7/25/25	Thu 10/2/25																	
137	Survey / Pothole / Sawcut	10 days	Fri 7/25/25	Thu 8/7/25																	
138	Install Sewer Main & MH(s)	15 days	Fri 8/8/25	Thu 8/28/25																	
139	Install Sewer Laterals	15 days	Fri 8/15/25	Thu 9/4/25																	
140	Replumbs	25 days	Fri 8/29/25	Thu 10/2/25																	
141	Trench Cap	3 days	Fri 9/5/25	Tue 9/9/25																	
142	2.5 - ALLEY BLK 82, 92, DWIGHT	28 days	Fri 10/3/25	Tue 11/11/25																	
143	Survey / Pothole / Sawcut	10 days	Fri 10/3/25	Thu 10/16/25																	
144	Install Sewer Main & MH(s)	15 days	Fri 10/17/25	Thu 11/6/25																	
145	Install Sewer Laterals	10 days	Fri 10/24/25	Thu 11/6/25																	
146	Trench Cap	3 days	Fri 11/7/25	Tue 11/11/25																	
147	2.6 - ALLEY BLK 12, 38, 13	33 days	Wed 11/12/25	Fri 12/26/25																	
148	Survey / Pothole / Sawcut	5 days	Wed 11/12/25	Tue 11/18/25																	
149	Install Sewer Main & MH(s)	10 days	Wed 11/19/25	Tue 12/2/25																	
150	Install Sewer Laterals	15 days	Wed 12/3/25	Tue 12/23/25																	
151	Trench Cap	3 days	Wed 12/24/25	Fri 12/26/25																	
152	2.2 - 38TH ST	71 days	Mon 12/29/25	Mon 4/6/26																	
153	Survey / Pothole / Sawcut	5 days	Mon 12/29/25	Fri 1/2/26																	
154	REHAB Sewer Main & MH(s)	5 days	Mon 1/5/26	Fri 1/9/26																	
155	Install Sewer Main & MH(s)	3 days	Mon 1/12/26	Wed 1/14/26																	
156	Install Sewer Laterals/Replumbs	60 days	Mon 1/12/26	Fri 4/3/26																	
157	Trench Cap	1 day	Mon 4/6/26	Mon 4/6/26																	
158	WAYNE BALL SEWER	5 days	Tue 4/7/26	Mon 4/13/26																	
159	WATER MAIN ABANDONMENT	5 days	Tue 4/14/26	Mon 4/20/26																	
160	SEWER MAIN ABANDONMENT	1 day	Tue 4/21/26	Tue 4/21/26																	



ID	Task Name	Duration	Start	Finish	2nd Half		1st Half		2nd Half		1st Half		2nd Half		1st Half		2nd Half		1st Half		2nd Half	
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3
161	CCTV POST INSPECTION	5 days	Wed 4/22/26	Tue 4/28/26																		
162	PHASE III: RESURFACING	65 days	Wed 4/29/26	Tue 7/28/26																		
163	CURB RAMPS & CROSS GUTTERS	15 days	Wed 4/29/26	Tue 5/19/26																		
164	TRAFFIC LOOPS	10 days	Wed 5/20/26	Tue 6/2/26																		
165	Alley Concrete Placement	15 days	Wed 6/3/26	Tue 6/23/26																		
166	OVERLAY	10 days	Wed 6/24/26	Tue 7/7/26																		
167	SLURRY	10 days	Wed 7/8/26	Tue 7/21/26																		
168	STRIPING	5 days	Wed 7/22/26	Tue 7/28/26																		
169	CITY JOB WALK-THROUGH	10 days	Wed 7/29/26	Tue 8/11/26																		
170	CITY PUNCHLIST	15 days	Wed 8/12/26	Tue 9/1/26																		
171	ORTIZ COMPLETE PUNCHLIST	15 days	Wed 9/2/26	Tue 9/22/26																		
172	PROJECT COMPLETE	1 day	Wed 9/23/26	Wed 9/23/26																		



Role: Concrete



Dick Miller Inc.

- SLBE

DMI's area of expertise includes projects of various sizes from \$100K to \$20M. DMI performs demo, grading, excavation, underground utilities, concrete flatwork of all types, block walls, landscaping, irrigation, and site furnishings including signage. The owner of DMI, Glen F. Bullock, has completed numerous projects for a multitude of owners; Federal, State, and various Municipalities, which include underground utilities, mass excavation, grading, freeway, and bridge and lane work in the capacity of Foreman, Superintendent and Project Manager. He is SWPPP and Competent Person trained, OSHA 10 certified, trained in construction inspection and Hazardous Waste Handling.

Role: Geotechnical



NOVA Services

- SLBE

NOVA Services, Inc. (NOVA) was formed in 2008. With over 75 employees of experienced, technical professionals who bring quality, expertise, and leadership skills to the areas of Geotechnical Engineering, Geology, Earthwork Observation and Testing, Materials Testing, Special Inspection, and Non-Destructive Testing. NOVA specializes in providing a large variety of pre-construction, construction, and post-construction services for any size project whether new construction, renovations of existing buildings, and/or site improvements.

Role: Community Liaison



Cook + Schmid

- SLBE, MBE, DBE

Cook + Schmid has been in the industry for over 20 years and bring a new approach to marketing to the table. They utilize a data-driven approach through quantitative analysis and online technologies to build highly successful marketing and public relations campaigns. Solid research guides their selection of tactics to reach target audiences. Their ability to harness and integrate the power of new digital marketing technology, coupled with traditional media and public relations, enables them to consistently exceed client expectations.

Role: Asphalt



SealRight Paving

- SLBE, DBE

SealRight Paving has been in business for over 30 years and are committed to integrity and quality towards each individual customer. They have helped keep the County of San Diego beautiful and safe. From sizeable new construction builds to small asphalt repairs, SealRight Paving, Inc. has the experience & expertise customers are looking for. Residential driveways, shopping centers, walking paths, running tracks to speed bumps and curbs...they're able to offer a vast array of asphalt services.

Role: Manholes

R & C STRUCTURES INC

R&C Structures

- SLBE, WBE

R&C Structures is a Class A licensed, bonded, and insured contractor, who specializes in the installation of sewer manholes throughout several counties in Southern California. Their crews work closely with all customers to ensure a quality finished product that enhances value to all projects. R&C prides itself on that aspect and strives to complete their jobs in a timely manner, with all the options any city would be requiring. From T-Lock welding to exterior coatings, R&C can get the job done.

Role: SWPP/WPCP

McGRATH CONSULTING
STORMWATER SPECIALISTS

McGrath Holdings

- ELBE

McGrath Consulting is dedicated to providing superior, comprehensive stormwater quality compliance assistance to both public and private sector clients. They will make every effort to ensure clients receive the highest quality service in today's challenging business market. They prioritize incorporating appropriate, feasible, and cost-effective compliance measures and have the expertise to help clients make tough decisions in the dynamic construction and industrial fields.

Role: Pre-Con Video



Code 3 Media

- ELBE

Code 3 Media is a team of San Diego Drone Photographer that bring Aerial Photography / Videography Products to Southern California. They can handle large and involved jobs requiring aerial media or data. Professional products, timely output, and no outsourcing guarantees 100% customer satisfaction on a timely schedule. They have thermal/FLIR aerial cameras and 4K heavy lift cinematic capabilities. They have been taking drone photos and videos throughout San Diego and Southern California for years and are happy to take on any new projects!

Role: CCTV & Sewer Rehab



Nu-Line Technologies

Nu-Line Tech protects a wide variety of structures and pipelines from corrosion, restore structural integrity, reduce infiltration, eliminate leaking joints, improve water quality, and increase pipeline flow capacity. They offer a variety of solutions for renewing wastewater and stormwater pipelines and water distribution and transmission mains.

Role: Sewer Design



Pavement Coatings

Pavement Recycling Systems is a premier general engineering subcontractor for cold-milling, soil stabilization, roller compacted concrete, and cold-in-place asphalt recycling. They provide recycling solutions to reclaim and rehabilitate pavement at any stage in the pavement life cycle.