


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

01/03/2023

Date

Seal:



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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

11.1. SOLICITATION

- 1.1.1 This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **EGGER HIGHLANDS IMPROV 1** 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 sewer pipes in this project is approximately 7,434 LF of 6-inch and 8-inch sewer mains to replace existing Vitrified Clay (VC) mains of approximately 7,434 LF of 6-inch and 8-inch sewer mains, construction of 925 LF of new sewer mains, rehabilitation of 12,075 LF of existing 8-inch VC sewer mains, and abandonment of 1,492 LF of existing 8-inch and 6-inch VC sewer mains. Construction will also include approximately 38 replumbs, and approximately 172 curb ramps. 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: FEBRUARY 21, 2023 at 2:00 PM.**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$9,020,000.**
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A or C-34**
7. **CONTRACT PERIOD:** The Project, including the Plant Establishment Period shall be completed within **535** Working Days from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **PHASED FUNDING:** This contract may be subject to Phased Funding, for Conditions, see Attachment B.
10. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

10.1. 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	8.0%
2. ELBE participation	14.3%
3. Total mandatory participation	22.3%

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

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

OR

10.2.2 Proposer's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of 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 bidders.

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 **FEBRUARY 21, 2023**

11.3. Selection and Notification **APRIL 21, 2023**

11.4. Limited Notice to Proceed **JUNE 17, 2023**

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

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:

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

5.5.3.1. The City may retain progress payments if:

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

5.5.3.3. EOCP reporting is delinquent or inadequate.

5.5.3.4. Underpayment has occurred.

6. PRE-PROPOSAL ACTIVITIES

6.1. Submission of Questions

6.1.1. The Director (or designee) of the Purchasing & Contracting 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:

RRiego@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 Purchasing & Contracting Department, Public Works 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; Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

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

- 13.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **“Subcontractors For Alternates”** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor’s name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as **non-responsive** and ineligible for award.

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 3-2, "SELF-PERFORMANCE", which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 15.7. San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.

- 15.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 15.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 15.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 15.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 15.8.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 15.8.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 15.8.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 15.8.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 15.9. Prevailing Wage Rates Apply:** Refer to Attachment D.
- 15.10. Reference Standards:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	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

Title	Edition	Document Number
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above</p>		

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.

ATTACHMENTS

ATTACHMENT A

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

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

1. PROJECT DESCRIPTION:

This project is comprised of several 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 sewer pipes in this project is approximately 7,434 LF of 6-inch and 8-inch sewer mains to replace existing Vitrified Clay (VC) mains, construction of 925 LF of new sewer mains, rehabilitation of 12,075 LF of existing 8-inch VC sewer mains, and abandonment of 1,492 LF of existing 8-inch and 6-inch VC sewer mains. Construction will also include approximately 38 replumbs, and approximately 172 curb ramps. 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** Conduct and review the CCTV to determine the assessment of the existing pipe condition and manholes.
 - 2.7.3** Preparing and completing 30%, 60%, 100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction;
 - 2.7.4** Obtaining plan check approvals; providing engineering services during construction, startup, and testing and approval from the California State Water Resources Control Board, Division of Drinking Water for sewer separation;
 - 2.7.5** Construction of sewer mains, services, and appurtenances including all work associated;
 - 2.7.6** Construction of rehabilitation of sewer mains and appurtenances including all work associated;
 - 2.7.7** Monitoring for potential of any hazardous materials and coordination with local resource agencies;
 - 2.7.8** Value engineering;
 - 2.7.9** Additional geotechnical investigation and potholing;
 - 2.7.10** Performance and implementation of QA/QC;
 - 2.7.11** Landscaping and re-vegetation plan, if required;
 - 2.7.12** 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;
 - 2.7.13** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and
 - 2.7.14** 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. City of Imperial Beach permit.
- 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 15 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.
 - 3.1.9 Review and execute replumb agreements.

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 30%, 60%, 100%, and Final Designs. The Design-Builder shall review and respond to City's comments in the format provided by City.

6. COMMUNITY INPUT:

6.1. 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, nearby schools, municipalities, 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:

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 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. 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 30%, 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.

- 15.2. The Design-Builder shall search for updates on the Geotracker and Envirostor online databases and call the County Department of Environmental Health Site Assessment and Mitigation Division to determine the precise nature of the existing Leaking Underground Storage Tanks (LUST) and Envirostor sites and determine if any safety measures will be necessary in conjunction with the Project.

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. The Design-Builder shall submit a Boring Location Map and scope to the City for approval prior to performing any geotechnical investigations, as monitoring may be required.

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 and/or SDG-123.
- 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 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 the City in the Contract Documents or otherwise. The City has made an effort to eliminate errors, omissions, and inconsistencies in the Contract Documents. The Design-Builder, however, shall bring to the City's attention for clarification any errors, omissions, or inconsistencies prior to submission of the Design-Builder's Proposal. Otherwise, the Design-Builder shall take responsibility for any costs or delays associated with such error, omission, or inconsistency.

21. LOCAL CONDITIONS:

21.1. The Design-Builder shall take steps reasonably necessary to ascertain the nature and location of the Work, and investigate and satisfy itself as to the general and local conditions that are applicable to the Work, including but not limited to:

21.1.1. Conditions bearing on transportation, disposal, handling, and storage of materials;

21.1.2. The availability of labor, materials, water, power, and roads;

21.1.3. Weather conditions;

21.1.4. Physical conditions at the Project Site;

21.1.5. The 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, the City of Imperial Beach, and other utilities. City will prepare plan check applications and submit the applications to the authorities having jurisdiction. Payment for plan check applications shall be made by City.

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

27. SHOP DRAWINGS, MATERIAL SUBMITTALS AND SAMPLES.

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

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

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

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

27.9.5. The Engineer will return at least one copy of each submittal with City's written comments to the Design-Builder within 20 Working Days following receipt of the submittal by the Engineer. If the Design-Builder fails to provide a complete an 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. The 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 the 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 the 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. The 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, 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 that may be required by the City.
- 28.5.** Procedures and time allowances for City's review of the design submittal, response by the Design-Builder to City's comments, and obtaining City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.
- 28.6.** In coordination with Traffic Section of Construction Management and Field Services, The City of Imperial Beach, 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 30%, 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, California State Water Resources Control Board, Division of Drinking Water , 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 complete the Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, 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.** 30 percent design Submittal - The 30 percent design submittal shall include but not be limited to:
 - 30.2.1.** Designs for construction of new, replaced, and rehabilitated sewer pipe.
 - 30.2.2.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
 - 30.2.3.** Compliance with the City's 30% QA/QC checklist.
- 30.3.** Drawings that shall include at a minimum:
 - 30.3.1.** Existing utilities on both plan and profile views.
 - 30.3.2.** Plan sheets for the sewer improvements, and construction details and notes.
 - 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.** List of special conditions, if any.

- 30.3.7.** Compliance with the City's 30% QA/QC checklist.
- 30.4.** 60 percent design Submittal - The 60 percent design submittal shall include but not be limited to:
 - 30.4.1.** Designs for construction of new, replaced, and rehabilitated sewer pipe.
 - 30.4.2.** Updated and incorporated information and comments from the 30 percent design submittal.
 - 30.4.3.** Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.
 - 30.4.4.** Location of construction staging areas (if applicable).
 - 30.4.5.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
 - 30.4.6.** Compliance with the City's 60% QA/QC checklist.
- 30.5.** Drawings that shall include at a minimum:
 - 30.5.1.** Updated plan and profile sheets for the sewer improvements, and construction details and notes.
 - 30.5.2.** Identification of both special and standard details.
 - 30.5.3.** A complete list of construction drawings on cover sheet.
 - 30.5.4.** Definition of the construction method to be used for pipe installation.
 - 30.5.5.** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
 - 30.5.6.** Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.
 - 30.5.7.** 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.
 - 30.5.8.** List of special conditions, if any.
 - 30.5.9.** 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.

- 30.6.** 100 percent design Submittal - The 100 percent design submittal shall include but not be limited to:
- 30.6.1.** Designs for construction of new, replaced, and rehabilitated sewer pipe.
 - 30.6.2.** Updated and incorporated information and comments from the 60 percent design submittal.
 - 30.6.3.** Completed, reviewed, and bound calculations and hydraulic calculations.
 - 30.6.4.** Updates to geotechnical report, if any.
 - 30.6.5.** Permit applications as necessary.
 - 30.6.6.** Completed specifications in The GREENBOOK format.
 - 30.6.7.** Quantity take-off.
 - 30.6.8.** Drawings in all disciplines, including final and traffic control plans approved by City, if any.
 - 30.6.9.** 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.
 - 30.6.10.** Compliance with the City's 100% QA/QC checklist.
- 30.7. Final Design Submittal** - The Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:
- 30.7.1.** Updated and incorporated information and comments from the 100 percent design Submittal.
 - 30.7.2.** Comments from permitting agencies, including a log of comments and responses.
 - 30.7.3.** 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.
 - 30.7.4.** 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.

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

30.8. Design Submittal Deliverables:

30.8.1. 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.

30.8.2. 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.

30.8.3. 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.

30.8.4. 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.

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

31. COMMUNITY RELATIONS AND PUBLIC OUTREACH PROGRAM:

- 31.1.** The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have 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, City of Imperial Beach, Mar Vista Academy, Godfrey G. Berry Elementary, Central Elementary, St. Charles Elementary, Emory Elementary, and City Council District 8. The Design-Builder shall coordinate all activity and Right of Entry permits with the proper school representative, City of Imperial Beach, 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 33 – 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 Engineering and Capital Projects 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 30%, 60%, 100%, Final Design phases and as specified in this RFP, and that the reviews include all completed calculations, drawings, and specifications. The level of detail expected for each discipline at each completion level is defined in this RFP. The Design-Builder shall ensure that all comments receive an agreed upon response and are recorded on The Design-Builder's Review and Comment Form (described in section 32.3.8 below). Design problems may arise from inconsistencies between disciplines. The Design-Builder shall assign one or more qualified engineers to perform detailed interdisciplinary reviews to ensure consistency between disciplines, and between drawings and the specifications.
- 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, 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/1J00TpuYMtsaGX7WQ84yO9yO9NZGf7wL1?usp=sharing>

1. Location Map
2. FSN Lists (2)
3. Sewer Flow Calculation and Model Map
4. ADA Preliminary Engineering Report
5. Notice of Exemption (NOE)
6. Paving Conflict Maps
7. Constraints Maps
8. Coordination Maps
9. OCI Map
10. Traffic Control Plans Approach Memo
11. Pavement Core Results
12. Pavement Condition Assessment

43. Pavement Condition Assessment **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.
44. The Work shall be performed in accordance with:
- 44.1. The Work shall be performed in accordance with:
 - 44.1.1. The Notice Inviting Bids and Attachment A, Project Description, Scope of Work, Technical Specifications, and/or Bridging Documents, inclusive.
45. **LOCATION OF WORK: The location of the Work is as follows:**
- See Subitem 42.1. Open google link for Location Map.

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 7-3, "PAYMENT."

- 1.2.** Your failure to perform any of the following may result cancelling your award of the Contract:

1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.

1.2.2. Agreeing to a Phased Funding Schedule within thirty Working Days after meeting with the City's Project Manager.

2. POST-AWARD

- 2.1.** Do not start any construction activities for the next phase until the NTP has been issued by the Engineer. The City will issue separate Notice to Proceed (NTP) documents for each phase.

- 2.2.** If requested, the Engineer may issue the NTP for the next phase before the end of the current approved phase.

PHASED FUNDING SCHEDULE AGREEMENT

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-23-2146-DB1-3

CONTRACT OR TASK TITLE: Egger Highlands Improv 1

CONTRACTOR: El Cajon Grading

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Design Package A (Sewer Rehab) – Complete Design Package B – 60% Design Package C – 30% Design Package D – 30% Potholing	NTP	12/31/2023	\$400,000.00
2	Design Package B – Complete Design Package C – Complete Design Package D – Complete Construct Package B (sewer installation of 15 th , Satellite, and Thermal, and associated curb ramps and paving) Construct Package C (sewer installation of Elder, 16 th , Harwood, and Donax and associated curb ramps and paving) Sewer rehabilitation for entire scope	1/1/2024	12/31/2024	\$5,800,000.00
3	Sewer replumbs for Elder, 16 th , Harwood, Evergreen, and Donax Construct Package D (sewer installation of Grove/Halo, Triton, Hermes, and Saturn and associated curb ramps and paving)	1/1/2025	NOC	\$4,642,485.00

	Contract Total	\$10,842,485.00
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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

PRINT NAME: Dino Lizaso
Construction Manager
 Signature: 


PRINT NAME: William R. Young
 Title: V.P.

Date: 04/19/2023

Signature: 

PRINT NAME: Janice Jaro
Project Manager

Date: 4-12-23

Signature: 
 Date: 04/19/2023

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 Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, 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 1.11. above. (Labor code section 1773.3).

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **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:

Normal Working Hours: 7:30 AM to 3:30 PM

Normal Working Hours - Normal Working Hour core periods shall be 7:00 AM – 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Normal Working Hours on Roadways are defined as 8:30 AM - 3:30 PM. Task Order Normal Working hours shall be defined in the Task or the Traffic Control Permits.

SECTION 2 - SCOPE OF THE WORK

- 2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

2. The Contractor will obtain the following permits:
 - a) City of Imperial Beach Permit.

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 M - Rehabilitation Data Collection - Sample Laterals, Sewer Mains and Manholes Data Templates**).
 - a) Laterals
 - b) Sewer Mains
 - c) Manholes

3-8.7 Contractor's Quality Control Plan (QCP). To the "WHITEBOOK", ADD the following:

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

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.nspss.com/page/ALTANSPPStandards>
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% (1 σ) of the contours tested fall within 1/3 contour interval. Any point tested that is more than 3 σ 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/ALTANSPPSStandards>

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
- i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
 - ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- d) Records Research.
- i. If requested, all public or private records acquired to assist with right-of-way monument collection.
 - 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.
 - iii. 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
- i. 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.

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.

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.

6-3 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 **176 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 **Egger Highlands Improvements 1**, WBS No. **B-20071.02.06** as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

SECTION 7 – MEASUREMENT AND PAYMENT

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

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

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

FROM: City of San Diego
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: Egger Highlands Improvements 1

WBS No.: B-20071.02.06

Project Location-Specific: The project is located within various roadways (16th Street, Arequipa Street, Bubbling Well Drive, Cochabamba Street, Coronado Avenue, Donax Avenue, Donax Court, Eboe Avenue, Elder Avenue, Fern Avenue, Granger Street, Halo Street, Harwood Street, Hermes Street, Imperial Beach Boulevard, Ionian Street, Leon Avenue, Saturn Boulevard, Sombrero Way, Standlake Street, Thermal Avenue, Transite Avenue, Triton Avenue, Triton Place) and alleyways throughout the Egger Highland neighborhood in the Otay Mesa-Nestor Community Planning Area (Council District 8) within the City of San Diego; and 15th Street, between Holly Avenue and Iris Avenue, and Imperial Beach Boulevard, between Georgia Street and 14th Street, within the City of Imperial Beach.

Project Location-City/County: San Diego and Imperial Beach / San Diego

Description of nature and purpose of the Project: The project proposes to replace-in-place 6,421 linear feet (LF) (1.22 miles) of existing 6- and 8-inch diameter vitrified clay (VC) and polyvinyl chloride (PVC) sewer main with new 8- and 10-inch sewer main, rehabilitate 10,770 LF (2.04 miles) of existing main, point repair and rehabilitation of 319 LF (0.06 mile) of existing main, abandon 1,690 LF (0.32 mile) of existing main, and install 2,323 LF (0.44 mile) of new 8- and 10-inch diameter sewer main. The project would also include installation of new manholes, cleanouts, curb ramps, and street resurfacing.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering & Capital Projects Department
Contact: Jerry Jakubauskas, Senior Planner
Email: jjakubauskas@sandiego.gov / Phone: (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))
- (X) Categorical Exemption: 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); 15303 (New Construction or Conversion of Small Structures); and 15304 (Minor Alterations to Land)

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, including existing publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services (project involves repair and maintenance of existing sewer facilities); Section 15302 (Replacement or Reconstruction), which consists of replacement or reconstruction of existing

structures and facilities where the new structure will be located on the same site, including replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity (project involves replacement and reconstruction of existing sewer facilities); Section 15303 (New Construction or Conversion of Small Structures), which allows water main, sewage, electrical, gas, and other utility extensions (project includes installation of new sewer facilities and curb ramps); Section 15304 (Minor Alterations to Land), which allows minor trenching and backfilling where the surface is restored (proposed trenching will occur only in previously-disturbed right-of-way, and all impacted street surfaces will be restored); and where the exceptions listed in Section 15300.2 would not apply. The project will implement paleontological resources monitoring for grading activities in accordance with San Diego Municipal Code Section 142.0151.

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, Assistant Deputy Director

May 10, 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.

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

EGGER HIGHLANDS IMPROV 1

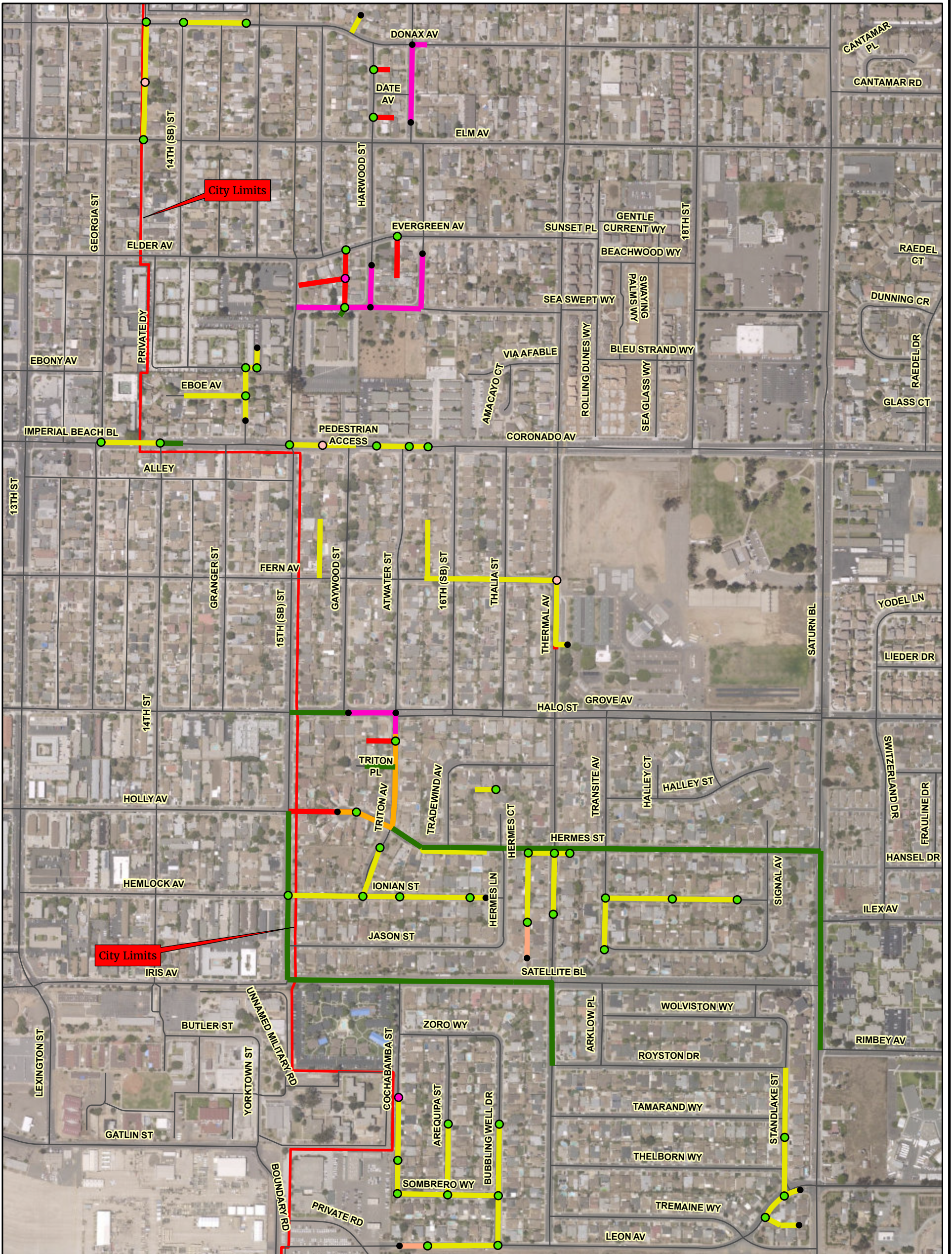
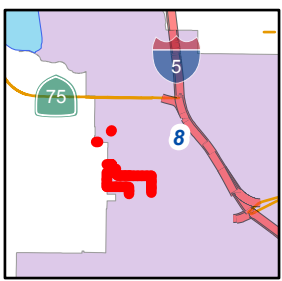
LOCATION MAP

SENIOR ENGINEER
JANICE JARO
(619) 533-3851

PROJECT MANAGER
AMY MILLS
(619) 533-5164

PROJECT ENGINEER
DANIEL WARSTADT
(619) 533-6340

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



Sewer Main to be Replaced	Sewer Main Point Repair	Manhole Evaluation	Repair
Sewer Main to be Replaced & Redirected	Proposed New Sewer Main	Replace	New MH/CO
Sewer Main to be Rehab	Sewer Main to be Abandon	Rehab	SAN DIEGO ROW Limits



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Path \\ad\dfs\PWD-Shared\PIITS\PIITS-CIP-Preliminary-Engineering-and-Program-Coordination\PE Reports Files\B20071 Egger Highland Imp 1\Location Map\Location map.aprx

APPENDIX F
RESERVED

APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix G

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:

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:

Date Signed:

APPENDIX H
HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

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

GENERATOR NAME _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / ____ / ____

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

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

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX I
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



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Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX J

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

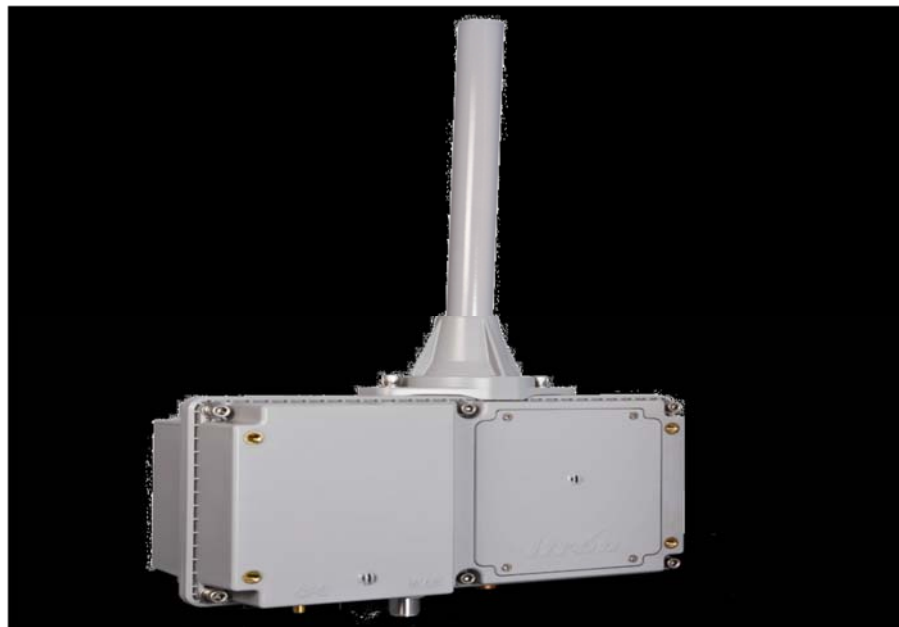


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



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

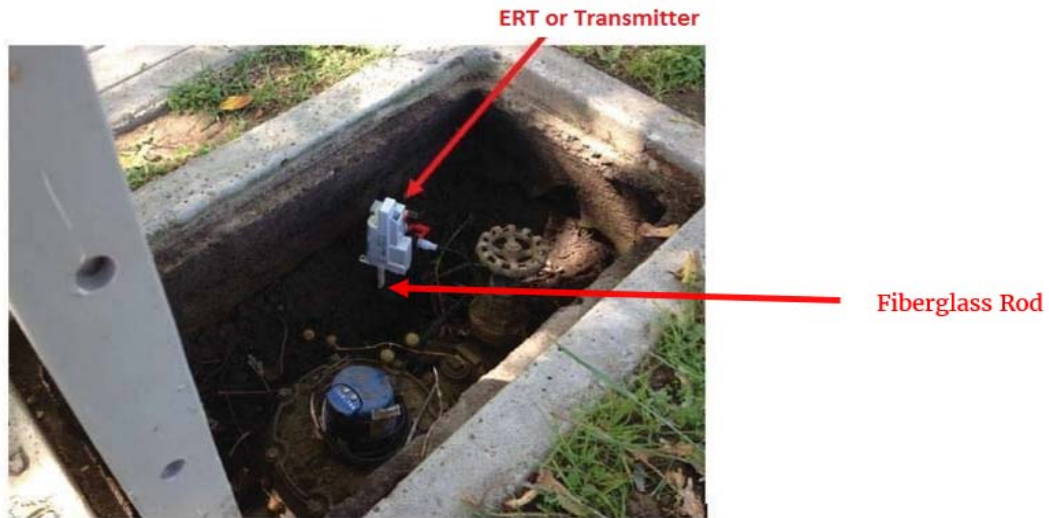


Photo 6 below is an example of disturbance that shall be avoided:

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 K

PALEONTOLOGICAL CONSTRUCTION MONITORING REQUIREMENTS

Paleontological Construction Monitoring Requirements

PALEONTOLOGICAL MONITORING AND REPORTING PROGRAM (PMRP):

- I. **GENERAL REQUIREMENTS.** Post Plan Check (After permit issuance/Prior to start of construction).
 - A. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.**
 1. The Contractor is responsible to arrange and perform this meeting by contacting the City Resident Engineer (RE)/Construction Manager (CM) of the Construction Management and Field Engineering (CMFE) Division and City staff from Mitigation Monitoring Coordination (MMC). Attendees shall also include the Contractor's representative(s), job site superintendent, and the paleontologist.
 2. NOTE: Failure of all responsible Contractor's representatives and paleontological monitor to attend the pre-construction meeting shall require an additional focused meeting with all parties present.
 3. CONTACT INFORMATION:
 - a) The primary point of contact is the RE/CM at the CMFE Division at 858-627-3200.
 - b) For clarification of environmental requirements, call the RE/CM and MMC at 858-627-3360.
 - B. **PMRP COMPLIANCE.**
 1. This Project shall conform to the City's paleontological monitoring requirements, as further specified below, in accordance with the City of San Diego's Land Development Code – Grading Regulations, Section 142.0151, and implemented to the satisfaction of MMC and RE/CM. The requirements shall not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc).
 2. NOTE: Contractor shall alert RE/CM and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts shall be approved by RE/CM and MMC before the Work is performed.
 - C. **MONITORING EXHIBIT.**
 1. Contractor Engineering and Capital Projects Department's consultant (if applicable) is required to submit, to RE/CM and MMC, a paleontological monitoring exhibit on a 11 x 17 inch reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the Limits of Work, scope of that discipline's work (i.e. delineation showing work area(s) requiring paleontological monitoring), and notes indicating when in the construction schedule that work will be performed. When necessary for

clarification, a detailed methodology of how the work will be performed shall be included.

D. OTHER SUBMITTALS AND INSPECTIONS.

1. The Contractor or Engineering and Capital Projects Department’s consultant (if applicable) shall submit all required documentation, verification letters, and requests for all associated inspections to the RE/CM and MMC for approval per the following schedule:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST:

ISSUE AREA	DOCUMENT SUBMITTAL	ASSOCIATED INSPECTION, APPROVALS, NOTES
Paleontology	Principal Investigator & Paleontological Monitors Qualification Letters	Prior to Pre-Construction Meeting
Paleontology	Site-Specific Records Search	Prior to Pre-Construction Meeting
Paleontology	Paleontological Monitoring Exhibit	Prior to, or at, the Pre-Construction Meeting
Paleontology	Letter of Acknowledgement of Responsibility for Curation	Prior to the Pre-Construction Meeting
Paleontology	Construction Schedule (Monitoring)	Prior to Construction
Paleontology	Paleontology Reports	Paleontology Observation
Final PMRP		Final PMRP Inspection

SPECIFIC PMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

I. PALEONTOLOGICAL RESOURCES.

A. Prior to Permit Issuance or Construction.

1. **Letters of Qualification have been submitted to MMC.**
 - a) Prior to the pre-construction meeting, Engineering and Capital Projects Department shall submit a letter of verification to MMC identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.

- b) MMC will provide a letter to Engineering and Capital Projects Department confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
- c) Prior to the start of work, Engineering and Capital Projects Department shall obtain approval from MMC for any personnel changes associated with the monitoring program.

B. Prior to Start of Construction.

1. Verification of Records Search.

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

C. PI Shall Attend Pre-Construction Meetings.

- 1. Prior to beginning any work that requires monitoring, the City or City's representative shall arrange a pre-construction meeting that shall include the PI, Grading Contractor, RE/CM, Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related pre-construction meetings to make comments and/or suggestions concerning the Paleontological Monitoring Program with the RE/CM and/or BI and Grading Contractor.
 - a) If the PI is unable to attend the pre-construction meeting, the Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall schedule a focused pre-construction meeting with MMC, PI, and RE/CM or BI, if appropriate, prior to the start of any work that requires monitoring.
- 2. Acknowledgement of Responsibility for Curation (Capital Improvement Program Project or Other Public Projects).
 - a) The Contractor, or Engineering and Capital Projects Department's consultant (if applicable), shall submit a letter to MMC, RE/CM and/or BI acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
- 3. Identify Areas to be Monitored.
 - a) Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17 inch) to MMC and RE/CM and/or BI for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or

as determined by the PI in consultation with MMC. The determination shall be based on site-specific records search data which supports monitoring at depths less than ten feet. The PME shall be based on the results of a site-specific records search as well as information regarding existing known soil conditions (native or formation). MMC shall notify the PI that the PME has been approved prior to commencing with any ground-disturbing activities.

4. When Monitoring Will Occur:
 - a) Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE/CM and/or BI indicating when and where monitoring will occur.
 - b) The PI may submit a detailed letter to MMC and RE/CM and/or BI prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule.
 - a) After approval of the PME by MMC, the PI shall submit to MMC and RE/CM and/or BI written authorization of the PME and Construction Schedule from the Contractor.

D. During Construction.

1. The Monitor shall be present during Grading/Excavation/Trenching.
 - a) The paleontological monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to, mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity.
 - b) The Contractor is responsible for notifying the RE/CM and/or BI, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.
 - c) The PI may submit a detailed letter to MMC and RE/CM and/or BI during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.

d) The paleontological monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be emailed and/or provided hard copy by the Contractor or Engineering and Capital Projects Department's consultant (if applicable) to the RE/CM and/or BI the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE/CM and/or BI shall forward copies to MMC.

2. Discovery Notification Process.

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

3. Determination of Significance.

- a) The PI shall evaluate the significance of the resource.
 - i. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC and RE/CM and/or BI indicating whether mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - ii. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC and/or RE/CM and/or BI. PRP and any mitigation must be approved by MMC and RE/CM and/or BI before ground-disturbing activities in the area of discovery will be allowed to resume.
 - Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under item 4, "Discovery Process for Significant Resources - Pipeline Trenching Projects".
 - iii. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

- iv. The PI shall submit a letter to MMC and RE/CM and/or BI indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - Note: For pipeline trenching projects only, if the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - Note: For pipeline trenching projects only, if significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
4. Discovery Process for Significant Resources - Pipeline Trenching Projects.
- a) Procedures for Documentation, Curation and Reporting. The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
 - i. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - ii. The PI shall prepare a Draft Paleontological Monitoring Report and submit to MMC via the RE/CM and/or BI as indicated in **Section F - Post Construction**.
 - iii. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the PMRP. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Paleontological Monitoring Report.
 - iv. The Final Paleontological Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

E. Night and/or Weekend Work.

1. If night and/or weekend work is included in the contract:
 - a) When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the pre-construction meeting. The following procedures shall be followed:
 - i. No Discoveries - In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via the RE/CM and/or BI via email or in person by 8AM on the next business day.
 - ii. Discoveries - All discoveries shall be processed and documented using the existing procedures detailed in **Section D - During Construction**.
 - iii. Potentially Significant Discoveries - If the PI determines that a potentially significant discovery has been made, the procedures detailed under **Section D - During Construction** shall be followed.
 - b) The PI shall immediately contact the RE/CM and/or BI and MMC, or by 8AM on the next business day, to report and discuss the findings as indicated in **Section D - During Construction**, unless other specific arrangements have been made.
2. If night and/or weekend work becomes necessary during the course of construction:
 - a) The Contractor shall notify the RE/CM and/or BI a minimum of 24 hours before the work is to begin.
 - b) The RE/CM and/or BI, as appropriate, shall notify MMC immediately.
3. All other procedures described above shall apply, as appropriate.

F. Post Construction.

1. Preparation and Submittal of Draft Paleontological Monitoring Report.
 - a) The PI shall submit two copies of the Draft Paleontological Monitoring Report (even if negative), prepared to the satisfaction of MMC, which describes the methods, results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE/CM and/or BI for review and approval within 90 calendar days following the completion of monitoring.
 - i. For significant or potentially significant paleontological resources encountered during monitoring, as identified by the PI, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - ii. The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program

in accordance with the PMRP, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

- b) MMC shall return the Draft Monitoring Report to the PI via the RE/CM and/or BI for revision or, for preparation of the Final Report.
- c) The PI shall submit revised Draft Monitoring Report to MMC via the RE/CM and/or BI for approval.
- d) MMC shall provide written verification to the PI and RE/CM and/or BI of the approved report.

2. Handling of Fossil Remains.

- a) The PI shall ensure that all fossils collected are cleaned to the point of curation (e.g., removal of extraneous sediment, repair of broken specimens, and consolidation of fragile/brittle specimens) and catalogued as part of the Paleontological Monitoring Program.
- b) The PI shall ensure that all fossils are analyzed to identify stratigraphic provenance, geochronology, and taphonomic context of the source geologic deposit; that faunal material is taxonomically identified; and that curation has been completed, as appropriate.

3. Curation of Fossil Remains: Deed of Gift and Acceptance Verification.

- a) The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an accredited institution that maintains paleontological collections (such as the San Diego Natural History Museum).
- b) The PI shall submit the Deed of Gift and catalogue record(s) to the RE/CM and/or BI, as appropriate for donor signature with a copy submitted to MMC.
- c) The RE/CM and/or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
- d) The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE/CM and/or BI and MMC.

4. Final Paleontological Monitoring Report(s).

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

APPENDIX M

**REHABILITATION DATA COLLECTION - SAMPLE LATERALS, SEWER MAINS, AND MANHOLES
DATA TEMPLATES**

ATTACHMENT F

RESERVED

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 (30%, 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. Storm Water Pollution Control Best Management Practices
- 4.1.6. Subsurface Investigation and Geotechnical Work
- 4.1.7. Quality Assurance/Quality Control Plan (QA/QC Plan) – The Design-Builder shall submit a QA/QC Plan specifically developed for this project

4. Construction Plan (30 Points Max)

- 4.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 4.1.1. Identify challenges and issues
 - 4.1.2. Construction approach and methods
 - 4.1.3. Plan for operation of utilities during construction
 - 4.1.4. Plan for phasing of construction activities
 - 4.1.5. Proposed safety program
 - 4.1.6. Proposed emergency response plan
 - 4.1.7. Proposed construction schedule
 - 4.1.8. Traffic control management
 - 4.1.9. Community impact
 - 4.1.10. Critical path schedule
 - 4.1.11. Describe cost saving measures

5. Equal Opportunity Contracting Program (25 Points Max)

- 5.1. Failure to submit the required EOC information will result in Proposal being determined as **non-responsive**.
- 5.2. Subcontractor Documentation
 - 5.2.1. 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.		

6. Reference Checks (5 Points Max)

- 6.1. Three references for completed projects will be required.

TOTAL POINTS: 100

7. Review of Technical Proposal

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

8. Final Selection Based On Weighted Criteria

- 8.1. 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:
- 8.2. 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:

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

- 8.3. 8.3. 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.
- 8.4. 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.
- 8.5. 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 **EGGER HIGHLANDS IMPROV 1**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS Code	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$
2	541330	Engineering and Design Service	1	D	LS	 	\$
3	237110	Construction	1		SF	\$	\$
4		City Contingency (EOC Type II)	1		AL	 	\$500,000
5	541690	Paleontological Monitoring Program (EOC Type I)	1		AL	 	\$25,000
6	541690	Suspension of Work - Resources	5		DAY	\$	\$
7	541330	WPCP Development	1	D	LS	 	\$
8	237310	WPCP Implementation	1		LS	 	\$
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 8 INCLUSIVE):							\$

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

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

Design-Builder: _____

Title: _____

Signature: _____

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

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.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone.
- 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 ^①	CHECK IF JOINT VENTURE PARTNERSHIP ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
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

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

Form AA05 –Design-Build List of Subcontractors to be Included in the Price Proposal Only

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

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

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

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

Form AA25 – Design-Build Named Equipment/Material Supplier List to be Included in the Price Proposal Only

ATTACHMENT I
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 25th day of May, 2023, by and between The City of San Diego [City], a municipal corporation, and **El Cajon Grading & Engineering Co, Inc** [Design-Builder], for the purpose of designing and constructing the **EGGER HIGHLANDS IMPROV 1** (Project) in the amount of **Ten Million Eight Hundred Forty Two Thousand Four Hundred Eighty Five Dollars and Zero Cents (\$10,842,485.00)** which is comprised of the Base Proposal, consisting of an amount not to exceed **\$400,000.00 for Phase 1; \$5,800,000.00 for Phase 2** and **\$4,642,485.00 for Phase 3**.

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-23-2146-DB1-3** for **EGGER HIGHLANDS IMPROV 1**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City 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, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.

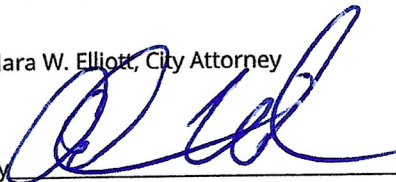
D. Contract Documents. This Contract incorporates the 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall 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 C. Abarca
Director
Purchasing & Contracting Department

Print Name: MARA W. ELLIOTT
Deputy City Attorney

Date: May 22, 2023

Date: 5/25/23

CONTRACTOR

El Cajon Grading & Engineering Co., Inc.

By 

Print Name: William R. Young

Title: Vice President

Date: April 24, 2023

City of San Diego License No.: B1980062592

State Contractor's License No.: 274857, Class 'A'

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

El Cajon Grading & Engineering Co., Inc., a corporation, as principal, and LIBERTY MUTUAL INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Ten Million Eight Hundred Forty-Two Thousand Four Hundred Eighty Five Dollars and Zero Cents (\$10,842,485.00)** for the faithful performance of the annexed contract, and in the sum of **Ten Million Eight Hundred Forty-Two Thousand Four Hundred Eighty Five Dollars and Zero Cents (\$10,842,485.00)** 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.

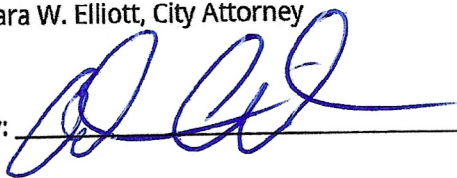
The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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 C. Abarca
Director
Purchasing & Contracting Department

Print Name: Adam Arnold
Deputy City Attorney

Date: May 22, 2023

Date: 5/25/23

EL CAJON GRADING &
CONTRACTOR ENGINEERING CO., INC.

LIBERTY MUTUAL
SURETY INSURANCE COMPANY

By: 

By: 
Attorney-In-Fact

Print Name: WILLIAM R. YOUNG, VICE PRESIDENT

Print Name: MARK D. IATAROLA, ATTORNEY-IN-FACT

Date: MARCH 29, 2023

Date: MARCH 29, 2023

790 THE CITY DRIVE SOUTH, SUITE 200
ORANGE, CA 92868

Local Address of Surety

714/922-2504

Local Phone Number of Surety

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

\$86,745.00

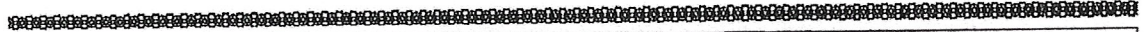
Premium

024266094

Bond Number

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



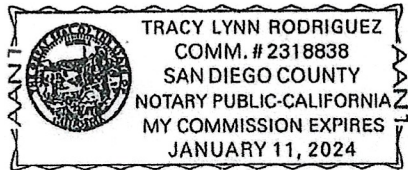
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO }

On 3/29/2023 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature *Tracy Lynn Rodriguez*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: <u>MARK D. IATAROLA</u>	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Attorney In Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney In Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____



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

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

Certificate No: 8205111-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Helen Maloney; John G. Maloney; Mark D. Iatarola; Sandra Figueroa; Tracy Holmes; Tracy Lynn Rodriguez

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 2021.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 20, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29TH day of MARCH, 2023.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 March 29, 2023 before me, Linda Linn, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared William R. Young
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond, Labor & Materialmen's Bond

Document Date: March 29, 2023 Number of Pages: 4

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: El Cajon Grading & Eng. Co., Inc. Signer Is Representing: _____

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR PROPOSAL NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR PROPOSAL SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the proposer and submitted (uploaded) electronically with the bid in PlanetBids.

- A. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- B. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- C. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**
- E. DESIGN-BUILD PROPOSAL**
- F. DESIGN-BUILDER'S GENERAL INFORMATION**

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: El Cajon Grading & Engineering Co., Inc.

Certified By William R. Young Title Vice President

Name

William R. Young
Signature

Date 2-17-23

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title		Phone	Fax

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
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.

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..

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Anthony Gonzalez	President
West Coast Civil Engineering Inc.	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Sani Sutanto	President
Allied Geotechnical Engineers, Inc.	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Alex Karaja	President
Miramar General Engineering	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Daniel Wemple	President
G. Scott Asphalt, Inc.	

Contractor Name: El Cajon Grading & Engineering Co., Inc.

Certified By William R. Young Title Vice President

Name

 Signature
 Date 2-21-23

*USE ADDITIONAL FORMS AS NECESSARY**

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Micheal McGrath	Owner
McGrath Consulting	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Vic Salazar	Owner
Vic Salazar Communications	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Mark Hoffman	President
Hoffman Trucking	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Robert Bolger	Officer
Southwest Pipeline & Trenchless Corp.	

Contractor Name: El Cajon Grading & Engineering Co., Inc.

Certified By William R. Young Title Vice President

Name

 Signature

Date 2-21-23

USE ADDITIONAL FORMS AS NECESSARY*

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Adam Wilson	RMG
Easy Flow LLC	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Frank Tovar	President
SealRight Paving, Inc.	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Craig Berry	President
Piperin Corporation	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
James Pleasants	President
National Coating & Lining	

Contractor Name: El Cajon Grading & Engineering Co., Inc.

Certified By William R. Young Title Vice President

Name

 Signature
 Date 2-21-23

USE ADDITIONAL FORMS AS NECESSARY*

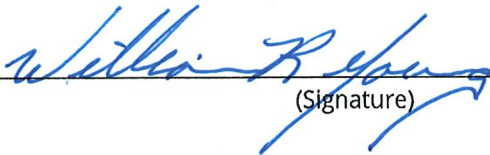
DESIGN-BUILD PROPOSAL

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 **EGGER HIGHLANDS IMPROV 1** Design-Build Contract.
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the 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: 2-17-23

The Design-Builder: El Cajon Grading & Engineering Co., Inc.

By:  _____
(Signature)

Title: Vice President

PROPOSAL

DESIGN-BUILDER'S GENERAL INFORMATION

To the City of San Diego:

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

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

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

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted El Cajon Grading & Engineering Co., Inc.

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



(Signature)

William R. Young

(Printed Name)

Vice President

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 13684 Highway 8 Business

(5) City and State Lakeside, CA Zip Code 92040

(6) Telephone No. 619-561-9840 Facsimile No. 619-561-9908

(7) Email Address R.Young@ecgrading.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. 274857 EXPIRES 9-30-23

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000009605

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

TAX IDENTIFICATION NUMBER (TIN): 95-2765405

E-Mail Address: R.Young@ecgrading.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 *William R. Young* Title Vice President

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

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

(NOTARIAL SEAL) See Attached Notarial Certificate

TECHNICAL PROPOSAL FOR:

EGGER HIGHLANDS IMPROV 1

RFP NO.: K-23-2146-DB1-3

Submitted By:

El Cajon Grading & Engineering, Co., Inc. (Design-Builder)

West Coast Civil, Inc. (Design Engineer)



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SECTION 1

Proposer Exceptions to this RFP



1. PROPOSER EXCEPTIONS TO RFP

The El Cajon Grading & Engineering, Co., Inc. (ECGE) and West Coast Civil, Inc. (WCC) design-build (DB) team takes no exception to any portion of the contract terms.



SECTION 2

Summary of Proposal

2. SUMMARY OF PROPOSAL

El Cajon Grading & Engineering, Co., Inc. (ECGE) will serve as the Design-Builder and partner with West Coast Civil, Inc. (WCC) who will oversee all engineering services as the Design Engineer. The ECGE-WCC team brings extensive water/wastewater infrastructure expertise, intimate knowledge of the local San Diego area, numerous projects successfully delivered for the City of San Diego (the City), significant design-build (DB) experience, and a robust pool of local resources to deliver Egger Highlands Improv 1 (the Project) within budget, on schedule, and with the least impacts to the Egger Highlands community.

Company Information

Below is the information requested in Section 11.1 of the RFP.

Requirement	Response
Legal name of company	El Cajon Grading & Engineering, Co, Inc. (ECGE)
Legal form	Corporation
Year of establishment	1972
Parent company	N/A
Office address	13684 Highway 8 Bus., Lakeside, CA 92040
Contact Information	William R. Young, Vice President, 619-561-9840 R.Young@ecgrading.com
# of employees in San Diego County	20
City Business License #	B1980062592 – Exp. 9/30/2023
State Contractor's License #	274857, Class A – 9-30-24
Professional Engineering License #	Kyle McCarty, PE, PMP, CQM, the Design Manager for WCC, will be the Engineer of Record. He is a licensed professional civil engineer in the State of California; License #: C71510; Exp. Dec. 31, 2023

Project Understanding

The Project involves the construction of new sewer mains, main replacements, and main rehabilitations within the Egger Highlands neighborhood, which is adjacent to the City of Imperial Beach. The Project will also include the replumbing of 38 laterals in order to eliminate existing sewers that are located outside of the right-of-way (ROW). As part of the sewer replacements, 176 curb ramp modifications will be constructed along with surface improvements. The ECGE-WCC team has thoroughly reviewed the RFP and bridging documents and has prepared preliminary designs to hit the ground running upon award.

Why the ECGE-WCC Team?

The success of the Project requires an experienced and knowledgeable DB team with an approach focused on minimizing impacts to the Egger Highlands neighborhood.

With a combined 100+ years of experience in the water and wastewater industry, the ECGE-WCC team is well-equipped to deliver the critical elements of this Project within the City's requirements. Our team provides the following key benefits:

- » **Extensive City of San Diego Experience.** Collectively, our team has completed 300+ projects directly for the City. This means we know your staff and expectations, understand the local environment, and have established relationships with Project stakeholders.
- » **Design-Build Leaders.** ECGE-WCC team members have completed 30+ projects via the collaborative DB delivery method. We are committing highly skilled DB professionals, with deep local roots in San Diego, to bring all stakeholders together early in the design process. This will help to reduce cost, accelerate the schedule, enhance safety, and minimize impacts to the residents.
- » **Sewer Main Experts.** ECGE-WCC's sewer experience is unparalleled. Our team has designed/installed/rehabilitated 150+ miles of sewer mains throughout Southern California.

- » **Optimal Design and Construction Approach.** We have identified two potential design alternatives for consideration that we believe will allow for more efficient construction as well as reduced future maintenance and operations costs. Design Alternative 1 avoids challenging deep construction along Grove/Triton Avenue and provides for a more efficient sewer system for long-term operation and maintenance. Design Alternative 2 proposes to shorten the new sewer on Elder Avenue and direct the sewers on Harwood Street and 16th Street north to Evergreen Avenue—providing a more efficient sewer system that matches the existing topography.
- » **Maximizing SLBEs Participation.** ECGE-WCC is a proponent of the City's efforts to encourage greater availability, capacity development, and contract participation by Small Local Business Enterprises (SLBEs) in City contracts. Both ECGE and WCC are local success stories, having graduated out of the SLBE program. ECGE and WCC frequently partner with SLBEs to further support the City's initiative. We have included seven SLBEs on our DB team to support design and construction services and have thus exceeded the Project participation goal of 25%.

ECGE-WCC DB Team by the Numbers...

**400+ PROJECTS
DELIVERED FOR/
WITHIN THE CITY**

**30+ PROJECTS
THROUGH DB
DELIVERY**

**150+ MILES
OF SEWER MAIN IN
SOUTHERN CA**

**7
SLBEs ON
OUR TEAM**



SECTION 3

Project Team

3. PROJECT TEAM

3.1 Proposed Management Plan for this Project

ECGE will serve as the overall Design-Builder and perform all construction services. For design, WCC will serve as a dedicated subcontractor to ECGE to complete all design phase tasks. As DB specialists, we collectively have the expertise to deliver your Project on schedule and within budget.

Both ECGE and WCC are local success stories, having recently graduated from the City’s SLBE Program.

ECGE has provided construction services for the City for 50+ projects totaling \$80M+ in value. WCC has been involved in 30+ design projects for the City and is intimately familiar with the City’s design standards and processes.

ECGE and WCC also have extensive DB experience, which has taught us that communication and teamwork are the cornerstones to making the process a success. Working together as partners with the City, we will provide value to the DB process and Project by ensuring clear lines of communication between all key stakeholders. We are committing a team of experienced, hands-on management and support staff with long-term relationships in San Diego to ensure successful execution of the Project through:

- » Constructability insight during the design phase to drive design excellence
- » Active design support throughout construction
- » Effective lines of authority and open communication
- » Collaboration and partnering
- » Personal accountability
- » Focus on safety, quality, and the community

ECGE HIGHLIGHTS

- SLBE Program Graduate
- 50 years in business in San Diego County
- 35+ projects completed for the City of San Diego
- 4 DB projects completed
- Recent City sewer replacement experience: Sewer and Water Group 797 & Water and Sewer Group 966

WCC HIGHLIGHTS

- SLBE Program Graduate and MBE-Certified
- Designed 30+ projects for the City of San Diego
- Delivered 20+ DB projects
- WCC staff members have designed 100+ miles of sewer main
- Recent City sewer replacement experience: Streamview Drive project and the Alvarado 2nd Pipeline Extension, a project involving similar ADA requirements

Inherent to DB delivery, the design phase of the Project will involve our integrated team of engineers and builders. This allows the same team members to be involved throughout the entire process—ensuring knowledge transfer, eliminating learning curves, and providing team continuity when transitioning to the construction phase.

Our management plan defines roles and responsibilities for our team and establishes the protocols to ensure effective communication and implementation of the Project. Key elements of the plan include protocols and processes for:

- » Staffing
- » Safety
- » Quality Assurance/Quality Control (QA/QC)
- » Communication Tools
- » Cost and Schedule Control
- » Public Outreach
- » Risk Management

Key Firms

ECGE-WCC has included specialty subconsultants and subcontractors to round out our team, bringing relevant qualifications and experience to meet every Project need. We offer the City a collaborative team of professionals who understand the DB process, the intricacies of sewer main work, and the complexity of working in and around neighboring communities.

The firms that comprise our team bring a depth of resources, expertise, and familiarity working with the City and on sewer main projects.







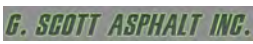

Additionally, the majority of the firms on our team are SLBEs, ensuring we exceed the Project's participation goal of 25%.

Figure 1, on the following page, provides a brief summary of the Project responsibilities and relevant qualifications of each key firm comprising the ECGE-WCC team.

LOCAL PRESENCE AND COMMITMENT TO THE COMMUNITY.

We know the City, your systems, procedures, and preferences, as well as the local environment and key stakeholders. We are ready to get moving quickly to meet your deadlines and deliver a successful Project with minimal impacts to the Egger Highlands community.

Figure 1: Project responsibilities and relevant qualifications of each key firm comprising the ECGE-WCC team.

	Firm	Firm Type	Scope & Responsibilities	Relevant Qualifications
DESIGN TEAM	 WEST COAST CIVIL	MBE	<ul style="list-style-type: none"> » Designer/Engineer of Record » Develops construction documents that meet the City’s design criteria and CAD standards, as well as the permit requirements of affected agencies and other City departments » Actively supports the team during the construction to ensure design compliance 	<ul style="list-style-type: none"> » Designed 30+ projects for the City » Delivered 20+ DB projects » Recently completed two sewer replacement projects for the City: Streamview Drive project and the Alvarado 2nd Pipeline Extension, a project with similar ADA requirements
	 PG PARADIGM GEOSPATIAL	SLBE/ ELBE	<ul style="list-style-type: none"> » Responsible for additional surveying and mapping, if requested » Provides topographic surveying for design, if needed 	<ul style="list-style-type: none"> » Completed 184 projects within San Diego and the surrounding communities in 2022 alone, including two projects contracted directly for the City of San Diego » Decades of experience in providing state-of-the-art techniques and procedures to many local design firms, including WCC » Multiple offices and resources throughout San Diego
	 AGE Allied Geotechnical Engineers, Inc.	SLBE/ ELBE, S/M/DBE	<ul style="list-style-type: none"> » Responsible for geotechnical engineering » Oversees the exploratory borings » Provides geotechnical recommendations for excavation and pipe installation 	<ul style="list-style-type: none"> » 43-year history delivering geotechnical engineering services in San Diego County—has a solid understanding of the City's and municipal agencies' design and construction standards » Delivered 400+ projects for the City, including several water and sewer conveyance projects: Upas Street Water Line Replacement, and Alvarado Trunk Sewer Phases IIA, IV, and IVA » Previously performed a geotechnical investigation for the City's Block 8R Utilities Undergrounding Program which is located close to the Egger Highlands Project site
CONSTRUCTION TEAM	El Cajon Grading & Engineering, Co. (ECGE)	OBE	<ul style="list-style-type: none"> » Design-Builder/Prime Contractor » Single point of contact (POC) responsible for successful completion of all DB services on the Project » Provides constructability input during design phase 	<ul style="list-style-type: none"> » Constructed 35+ pipeline projects for the City, including multiple DB projects » Installed more than 264,000 LF of pipe throughout San Diego within the last 8 years » 50-year history of installing water, sewer, and storm drain pipes throughout San Diego County
	 VIC SALAZAR COMMUNICATIONS	SLBE/ ELBE	<ul style="list-style-type: none"> » Community liaison responsible for public relations/outreach to keep the local community abreast of construction impacts and progress » Works closely with the City’s Public Information Officer (PIO) to promote public awareness and garner community comments and support throughout the Project » Provides notices and communicates important Project updates to the public/stakeholders 	<ul style="list-style-type: none"> » Served as Community Liaison for more than five dozen City of San Diego Capital Improvement Projects over the past decade » Involved in several City DB projects, including the Otay Storm Drain Replacement project delivered in partnership with ECGE
	 PIPORIN general contractors	ELBE	<ul style="list-style-type: none"> » Performs lateral replumbing work 	<ul style="list-style-type: none"> » 24 years of construction experience, having successfully completed 250+ projects in Southern CA » Delivered 10+ pipeline rehabilitation projects for the City of San Diego
	MIRAMAR GENERAL ENGINEERING	SLBE	<ul style="list-style-type: none"> » Constructs curb ramps 	<ul style="list-style-type: none"> » Worked with ECGE in the same capacity on Sewer Groups 966 and 797
	EASY FLOW LLC	SLBE	<ul style="list-style-type: none"> » Performs sewer rehabilitation work 	<ul style="list-style-type: none"> » San Diego's premier drain and sewer specialists
	 SEALRIGHT PAVING, INC.	SLBE/ ELBE	<ul style="list-style-type: none"> » Responsible for asphalt paving 	<ul style="list-style-type: none"> » Performed paving work for the City for several years and paved Sewer Group 814 for ECGE
	 G. SCOTT ASPHALT INC.	SLBE	<ul style="list-style-type: none"> » Responsible for slurry seals 	<ul style="list-style-type: none"> » Worked with ECGE in the same capacity on Sewer Group 664
	 BRIAN F. SMITH & ASSOCIATES	OBE	<ul style="list-style-type: none"> » Responsible for monitoring paleontological resources 	<ul style="list-style-type: none"> » Worked with the City performing archaeological and paleontological resource monitoring for 40+ years » Worked on similar projects, including the City's Otay 2nd Pipeline Phase 1

Team Organizational Chart

An organizational chart of key personnel and firms to deliver the services required on this Project is provided in **Figure 2**. Our team organization emphasizes short and direct lines of communication between key personnel and City staff.

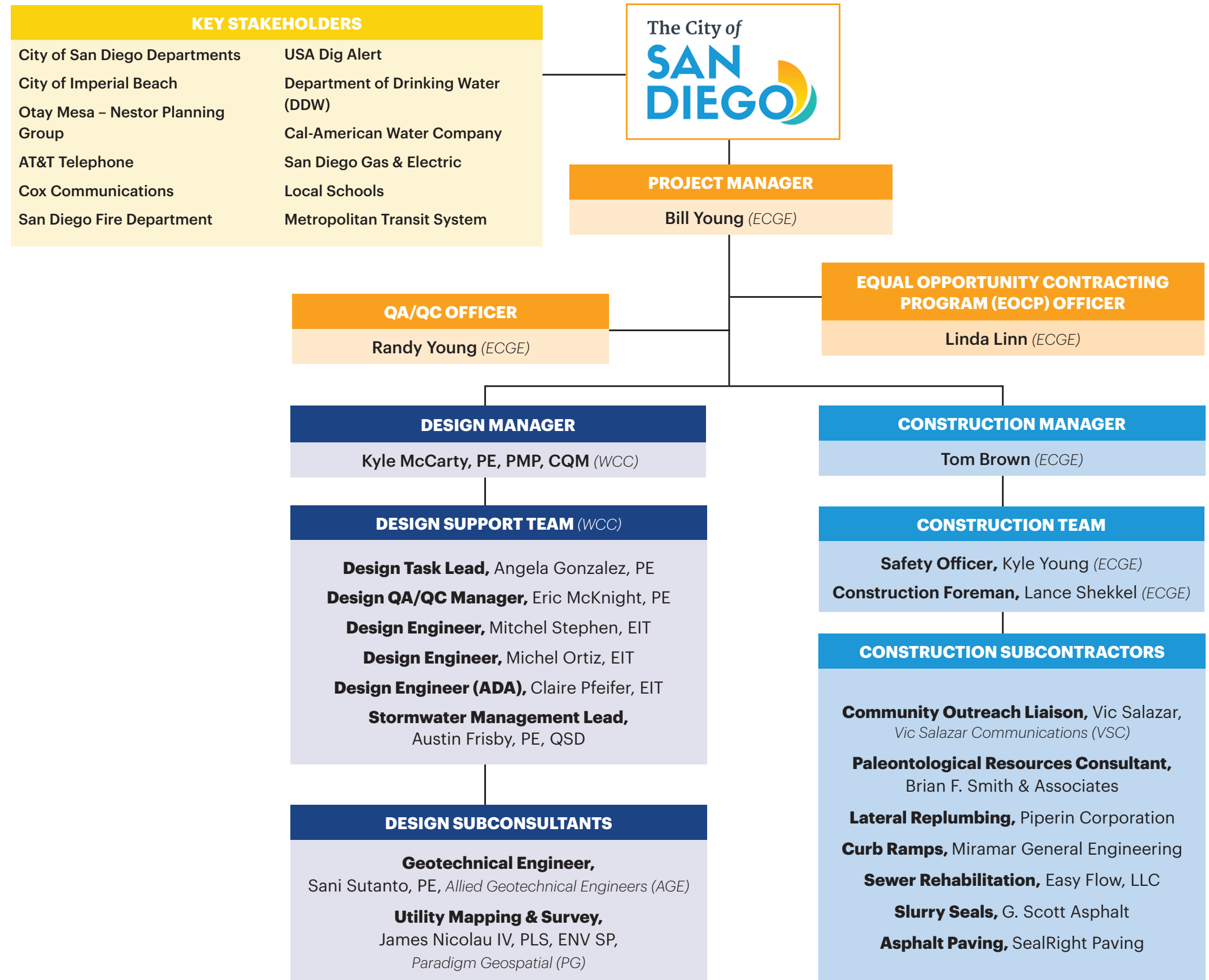
Our management structure fully integrates the design and construction teams with the City. Key design and construction personnel are committed to the Project from day one to drive design excellence and constructability. Key managers from the design team will stay committed through construction to ensure knowledge transfer and continuity throughout each Project phase.

We are confident that our team’s organizational structure and qualifications will provide the City with the technical resources required to successfully complete the Project on schedule in a cost-effective and technically proficient manner.

Our staffing plan was assembled based on qualifications of staff and availability of resources. Our team has carefully reviewed the criteria to ensure that we are providing a team of professionals that will meet and exceed the City's expectations. In assembling the team, we have assigned the tasks to the most qualified and available staff members. Our criteria in assigning team member roles and responsibilities includes:

- » Best available technical expertise
- » Local presence and familiarity to ensure responsiveness
- » Previous experience on similar conveyance projects
- » Availability of key staff for the duration of the assignment
- » Continuity of key team members from design through to construction completion

Figure 2: Team Organizational Chart



3.2 Qualifications of Key Team Members

ECGE and WCC have committed principal level staff members to serve in key roles of responsibility throughout the duration of the Project. Continuity and consistency are the key elements to the long-term success of both firms and equally critical to the success of this Project.

Project Manager Bill Young brings 60 years of sewer construction experience in Southern California. Bill has worked on 50+ City Group Job projects throughout his career. Design Manager Kyle McCarty has 20 years of professional engineering experience, including nine years specifically managing 30+ City design projects. Both key individuals will be actively involved until completion of the Project.

Sewer group projects have a unique set of challenges well beyond the physical constraints of constructing a pipeline in an urban environment. **Our key team members have been selected for their specialized experienced in addressing community concerns, environmental permitting, franchise utility coordination, and ADA compliance, which are all integral to the successful delivery of this Project.** A summary of our design and construction key individual’s Project responsibilities and relevant qualifications are provided in *Figure 3*.

Figure 3: Project responsibilities and relevant qualifications for key individuals on the ECGE-WCC team to deliver successful design and construction services.

	Role	Name	Firm	Primary Project Responsibilities	Relevant Qualifications
DESIGN TEAM	Design Manager	Kyle McCarty, PE, PMP, CQM	WCC	<ul style="list-style-type: none"> » Serves as Engineer of Record » Ensures the overall Project design is completed and design criteria requirements are met » Manages the DB team’s design personnel including design subconsultants » Administers all design requirements of the contract » Facilitates the design of conceptual alternatives, preliminary engineering, and final engineering 	<ul style="list-style-type: none"> » 20 years of experience designing public works improvement projects » 30+ projects delivered for the City with recent experience serving in a similar design management capacity: Alvarado 2nd Pipeline Extension, Streamview Drive Improvements Phase 2, Harbor Drive Trunk Sewer Replacement, and AC Water Group Job 1024 » Served in a similar role on 20+ DB projects » Certified Project Management Professional (PMP) and Construction Quality Manager (CQM)
	Design Task Lead	Angela Gonzalez, PE	WCC	<ul style="list-style-type: none"> » Responsible for the preparation of engineering design plans » Manages the design team and resources » Implements design parameters and quality control measures » Employs document management protocols 	<ul style="list-style-type: none"> » 6 years of experience designing public works improvement projects » Similar recent City design experience: Alvarado 2nd Pipeline Extension, Streamview Drive Improvements Ph.2, Harbor Drive Trunk Sewer Replacement, AC Water Group Job 1024 » Detailed understanding of the City’s Design Guidelines, Standards, and MicroStation » Involved in 10+ DB projects
	Design QA/QC Manager	Eric McKnight, PE	WCC	<ul style="list-style-type: none"> » Supports formation of design packages » Performs independent QA/QC plan reviews » Develops Project Specifications 	<ul style="list-style-type: none"> » 10 years of experience designing public works improvement projects » Designed over 100 miles of sewer improvements » QA/QC Reviewer for recent City designs: Alvarado 2nd Pipeline Extension and Streamview Drive Improvements Phase 2 » Detailed understanding of the City’s Design Guidelines, Standards, and MicroStation » Delivered 10+ DB projects
	Stormwater Management Lead	Austin Frisby, PE, QSD	WCC	<ul style="list-style-type: none"> » Prepares a Water Pollution Control Plan (WPCP) and proposes Best Management Practices (BMP) recommendations » Monitors and updates the WPCP during construction, as necessary 	<ul style="list-style-type: none"> » Qualified SWPPP Developer » Developed 10+ recent WPCPs for similar projects » Served as the SWPPP Compliance Officer for the City of Oceanside Pure Water Project
	Geotechnical Engineer	Sani Sutanto, PE	AGE	<ul style="list-style-type: none"> » Oversees exploratory borings and soil testing » Reviews geotechnical conditions and makes recommendations for sewer installation 	<ul style="list-style-type: none"> » 30+ years of experience performing geotechnical engineering in San Diego » Extensive experience in the design and construction of shallow and deep foundations, earth retaining and buried structures, drainage, erosion control facilities, temporary shoring, construction dewatering, and structural pavement sections » Provided geotechnical engineering services for several City projects, including Pure Water Phase 2 Demonstration Plant and Pump Station 2 Power Reliability and Surge Protection
	Utility Mapping & Survey	James Nicolau IV, PLS, ENV SP	PG	<ul style="list-style-type: none"> » Oversees additional Topographic Survey, if needed 	<ul style="list-style-type: none"> » 18+ years of survey experience in San Diego » Completed 100+ projects within the City of San Diego and surrounding communities » Recently completed two projects directly for the City: Midway Improv 1 Aerial and Upas Street

	Role	Name	Firm	Primary Project Responsibilities	Relevant Qualifications
CONSTRUCTION TEAM	Project Manager	Bill Young	ECGE	<ul style="list-style-type: none"> » Main point of contact for the City’s Project Manager » Responsible for negotiating contracts with the City, consultants and subcontractors, and coordinating and facilitating communications between the City and team members » Manages design and value engineering (VE) » Oversees construction activities and public outreach plan » Assures that the Project Management Plan, QA/QC Plan, and Safety Plan are strictly adhered to throughout the life of the Project 	<ul style="list-style-type: none"> » 60+ years of water/wastewater construction experience » Managed 50+ City of San Diego Group Job projects » Recently successfully completed the City's Water and Sewer Groups 966 and 797 » Worked on DB projects, including the City's Sewer Groups 3012 and 814, Otay 1st Pipeline, and Otay Mesa Storm Drain Replacement
	EOCP Officer	Linda Linn	ECGE	<ul style="list-style-type: none"> » Responsible for contract compliance, including accounting of DBE/SLBE/ELBE participation, prompt payment, and contract conditions 	<ul style="list-style-type: none"> » 40+ years of construction reporting experience » No complaints have ever been filed against ECGE for unfair practices » Worked on DB projects, including the City's Sewer Groups 3012 and 814, Otay 1st Pipeline, and Otay Mesa Storm Drain Replacement
	QA/QC Officer	Randy Young	ECGE	<ul style="list-style-type: none"> » Responsible for QA/QC of both design and construction » Directs VE and constructability reviews » Thoroughly reviews Project specifications for conformance with actual field practices » Prepares and implements the Project-specific Safety Plan » Participates in daily Project site activities to oversee safety and quality in real time 	<ul style="list-style-type: none"> » 50 years of construction experience » Worked on 35+ City of San Diego Group Job projects » Recently successfully completed the City's Water and Sewer Groups 966 and 797 » Worked on DB projects, including the City's Sewer Groups 3012 and 814, Otay 1st Pipeline, and Otay Mesa Storm Drain Replacement
	Construction Manager	Tom Brown	ECGE	<ul style="list-style-type: none"> » Responsible for construction-related Project controls and communication as detailed in the Project Management Plan » Develops, monitors, and updates the detailed Project schedule » Responsible for scheduling and construction oversight 	<ul style="list-style-type: none"> » 40+ years of construction experience » Served in a construction management capacity on 35+ City of San Diego Group Job projects » Recently successfully completed the City's Water and Sewer Groups 966 and 797 » Worked on DB projects, including the City's Sewer Groups 3012 and 814, Otay 1st Pipeline, and Otay Mesa Storm Drain Replacement
	Safety Officer	Kyle Young	ECGE	<ul style="list-style-type: none"> » Collaborates with the City and the DB team to proactively integrate safety into all design packages and construction plans » Provides guidance to the team to enhance safety by selecting means and methods that are proven to improve the safety of our workers and the public » Instills a proven safety-centric team culture » Reviews, records, and assesses the results of regular safety audits 	<ul style="list-style-type: none"> » 20+ years of construction experience » Worked on 20+ City of San Diego Group Job projects » Oversaw safety on the recently completed Water and Sewer Groups 966 and 797 » Worked on DB projects, including the City's Sewer Groups 3012 and 814, Otay 1st Pipeline, and Otay Mesa Storm Drain Replacement
	Construction Foreman	Lance Shekell	ECGE	<ul style="list-style-type: none"> » Participates in constructability reviews and work plan development, and identifies/incorporates innovative approaches » Develops construction sequencing/staging plans » Ensures the Project is constructed per the design on schedule and within budget, while minimizing impacts to the public » Coordinates staging, sequencing, and daily operations » Supervises subcontractors to ensure public and worker safety 	<ul style="list-style-type: none"> » 10+ years of construction experience » Involved in 5+ City of San Diego Group Job projects » Recently successfully completed the City's Water and Sewer Groups 966 and 797
	Community Outreach Liaison	Vic Salazar	VSC	<ul style="list-style-type: none"> » Works closely with the City’s PIO on community outreach efforts to promote public awareness and garner community comments and support throughout the Project » Incorporates community input to minimize impacts to the Egger Highlands community » Provides proactive notices and Project updates to the public/stakeholders 	<ul style="list-style-type: none"> » Specializes in developing community outreach programs for water and sewer projects » Served as Community Liaison for more than five dozen City of San Diego Capital Improvement Projects over the past decade » Involved in several DB projects, including the Otay Storm Drain Replacement project in collaboration with ECGE



SECTION 4

Technical Approach and Design
Concept

4. TECHNICAL APPROACH AND DESIGN CONCEPT

The Project involves the construction of new sewer mains, main replacements, and main rehabilitations within the Egger Highlands neighborhood, which is adjacent to the City of Imperial Beach. Improvement projects within these aged and congested neighborhoods are unique in their challenges. Projects such as this one are successfully completed through implementing proven techniques.

Our team will use proven approaches from working in similar neighborhoods. For example, we will employ similar measures from our recent success installing more than 11 miles of water and sewer main in Mission Beach and Pacific Beach for Water and Sewer Group Jobs 3012 and 814.

This section describes ECGE-WCC's technical approach and design concept for the Project.

4.1 Proposed Design Concept

Design Alternatives

Utility replacement projects in developed urban areas present challenges to adhere to current design standards. However, we have reviewed the proposed Project scope and devised a plan to improve the existing infrastructure while complying with current standards. We reviewed elements such as cover, separation, spacing, and sizing and identified two potential design alternatives that we recommend exploring in collaboration with the City as part of the initial design.

DESIGN ALTERNATIVE 1: AVOID DEEP SEWER ALONG TRITON AVENUE

1 The proposed redirection of the sewer line for Triton Avenue, as described in the RFP, will result in a deep sewer along Triton Avenue and Grove Avenue. This is due to the new sewer bucking grade, resulting in a sewer that is greater than 20 feet deep.

The City's design guidelines state "No lateral connections will be allowed on mains which exceed 20 feet in depth." This guideline will require that a local shallow sewer be installed to collect flows from lateral sewers along Triton Avenue and Grove Avenue. Shown in the image below, Triton Avenue does not have sufficient width to include proper separations for the installation of two sewer mains.

This will likely result in a non-conforming utility separation along Triton Avenue, which will require special design and Department of Drinking Water (DDW) approval.



Non-conforming utility separation along Triton Avenue with two sewer mains.

We propose exploring an alternative design to route the sewer south on Triton Avenue, west on Ionian Street to the existing sewer on 15th Street, which is to be replaced as part of this Proposal (*Figure 4*).

Based on the information provided, the 15th Street sewer between Hemlock Avenue and Holly Avenue will need to be upsized to a 15-inch diameter main instead of the proposed 12-inch diameter. However, the existing 18-inch diameter sewer downstream on 15th Street between Holly Ave and Grove Ave has capacity and will not need to be improved.

This design alternative will require upgrading the mains on Triton Ave and Ionian St to 12-inch diameter instead of the proposed lining.


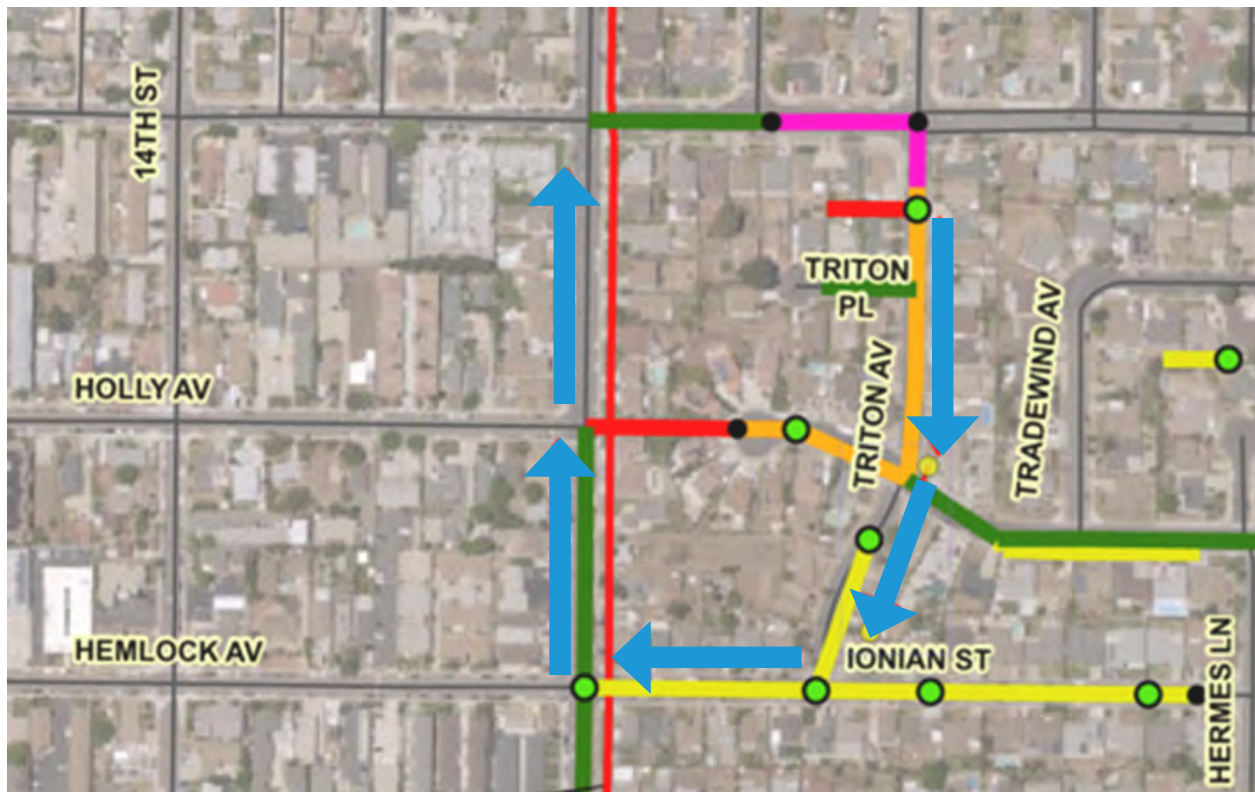
 **This alternative meets the design intent of the Project, reduces the length of deep sewer construction, and prevents deviations from the City’s design standards.**

Figure 4: Design Alternative 1



DESIGN ALTERNATIVE 2: DIRECT FLOW TO EVERGREEN AVENUE

2 From our alignment walk, the proposed sewer and replumbs along Elder Avenue appear to be as challenging as the proposed sewer mains along Harwood Street and 16th Street since they buck grade. A potential design alternative would be to shorten the new sewer on Elder Avenue and direct the sewers on Harwood Street and 16th Street north to Evergreen Avenue. (*Figure 5*).



View from Elder Avenue looking north down Harwood Street.


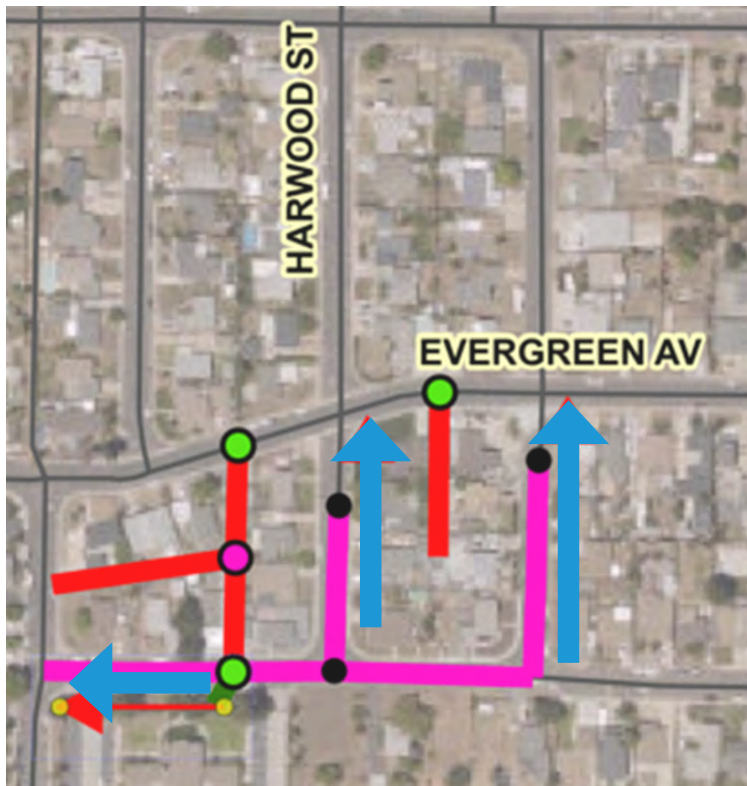
 This alternative will shorten the overall length of the sewer main while still meeting the design intent. It will be important to verify that sewer on Evergreen Avenue has sufficient capacity.

Figure 5: Design Alternative 2



Sewer Improvements

The sewer improvements will consist of 7,434 LF of existing sewer replacement, 925 LF of new sewer pipe, and 12,075 LF of existing sewer pipe rehabilitation.

The improvements also include 38 sewer lateral replumbs and the abandonment of approximately 1,492 LF of existing sewer pipe. The existing sewer mains consisting of vitrified clay (VC) will be replaced with PVC pipe. Main replacements will be designed to City standards and follow the existing horizontal and vertical alignments.

Video inspection provided by ECGE will be reviewed to verify existing lateral locations. New sewer laterals will be constructed to the property line with cleanouts added. The lateral sizes will match the existing.

For purposes of this Proposal, all lateral replacements are assumed to be constructed using cut and cover methods. All sewer replumbs will be installed using trenchless technology, where feasible.

HORIZONTAL LAYOUT

The existing sewers to be replaced will follow the horizontal alignments of the existing pipes. Maintaining the existing alignments will limit introducing conflicts with the existing utilities. The proposed new sewers will be designed to maintain the required separation of 10 feet from outside to outside wall of the pipes to potable water.

VERTICAL LAYOUT

The existing sewers to be replaced in place will follow the vertical profile of the existing pipes. Maintaining the existing alignments will minimize introducing conflicts with the existing utilities. The proposed new sewers will be designed to maintain the required separation of 1 foot from outside wall to outside wall of the pipes. No vertical curves are expected for the new sewer mains.

Only two sewers were identified to be replaced and redirected:

- » Hermes Street west of Triton Avenue
- » Triton Avenue north of Hermes Street

As described in the design alternative section on the previous pages, the proposed sewer alignment may be technically infeasible and/or a better alternative alignment may exist. This alternative alignment analysis for this section will be conducted as one of the first items of the design process.

SEPARATION (WATER AND SEWER)

A minimum of 10 feet horizontal and 1 foot of vertical separation must be provided between the nearest outside surface of the sewer pipe and the outside surface of the potable water main. There may be a handful of locations throughout the Project limits where the required separation is not possible due to existing conditions. In locations where the required separation cannot be achieved, a deviation from standard request will be submitted to the DDW for review and approval. Written approval of each deviation will be required for all locations where the separation cannot be achieved.

This Project will require existing sewer laterals to be replumbed to new sewer mains located in public streets. The location and elevations for the existing laterals are unknown. Each lateral will have to be field located.

The existing sewer mains will be videoed and the video equipment will deploy a tracking probe up each lateral. The tracking probe will run up the lateral and determine the exact location of the house connection point.

Pinpointing the lateral connection location with trenchless methods will significantly limit the excavation required on private property. At this point, the new lateral will be bored to the new sewer main in the street.



Lateral launch camera.

The lateral will be constructed at a minimum slope of 2% and will cross the property line at a depth of 5 feet. All of the replumbed sewer laterals will be installed with trenchless technology. Cleanouts will be installed on the private sewer at every bend.

As previously mentioned, the locations of the sewer lateral replumbs will be unknown during the preparation of the construction documents and therefore will be shown approximately on the plans. The construction documents will include a plan sheet with the existing building and structure outlines along with permanent surface improvements. The plans will provide the location of the lateral connection point to the sewer main.

The construction of the sewer lateral replumbs is further discussed in *Section 4.1.2*.

REHABILITATED SEWERS

The pipeline rehabilitation will utilize slip-lining for the existing sewers requiring rehabilitation. WCC will provide specifications to define the acceptable materials and methods of the pipeline rehabilitation.

Surface Improvements

The Project's surface improvements will include paving restoration and curb ramp installation and/or modification associated with the sewer main replacements.

PAVING RESTORATION

The limits and type of paving restorations were determined from the OCI Map and Pavement Core Results provided in the RFP attachments. The majority of the streets with the exception of a portion of Hermes Avenue are in good to fair condition and would be replaced with a slurry seal Type I over Type III.

The portion of Hermes Avenue (Thermal Avenue to Hermes Court, and Tradewind Avenue west to the end of the cul-de-sac) is in poor condition. Pavement coring provided in the RFP documents show this street as 2-inch thick, so an edge grind and 2-inch overlay should be used, including a 6-foot edge cold mill per SDG-106. This assumes that the City of Imperial Beach will be agreeable to the proposed slurry seal along 15th Street.

CURB RAMP INSTALLATION AND/OR MODIFICATION

The RFP documents include an Access Law Design Compliance Preliminary Engineering Projects Memorandum that provide an assessment of existing curb ramps and recommendations for new and replacement ramps. ECGE and WCC have reviewed the reports and field reviewed all ramp locations.

The design and construction of the newly required dual curb ramps on the existing streets is not straight forward. As such, it will require a detailed analysis of existing street and sidewalk slopes, existing obstructions (i.e., curb inlets or power poles), and surface drainage, as well as access to pedestrian signal activation buttons to determine the best ramp configuration and define the limit of pavement replacement both in the sidewalk area and roadway to construct compliant ramps.

The image below shows one of the unique challenges for this Project. Hermes Avenue and Hermes Court have several misaligned streets. ECGE and WCC will work collaboratively to assess constructability and identify cost effective solutions. We will identify which curb ramps require special design, and which ones can be included in the City's standard Curb Ramp Design Tables. The RFP addendum and Access Law Compliance Memorandum is not clear in identifying the number of curb ramps that will require special design sheets, thus WCC has assumed that up to 40 curb ramps will require special design.



There are several misaligned streets along Hermes Avenue and Hermes Court.

EXPERTS IN DESIGNING DUAL CURB RAMPS.

WCC is an expert in designing dual curb ramps.

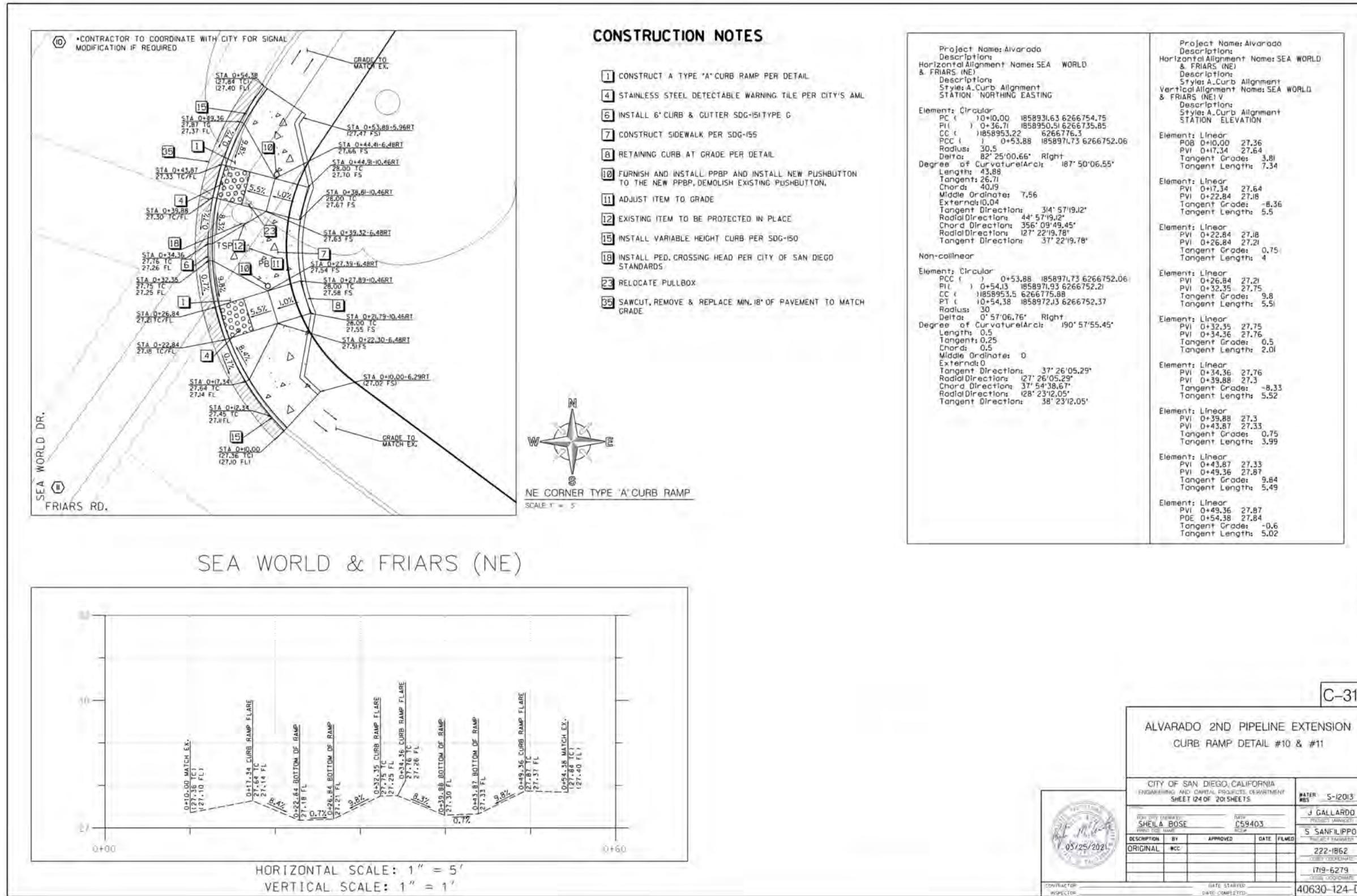
For the City's Alvarado 2nd Pipeline Extension project, WCC prepared designs for 80+ curb ramps in Mission Valley from Interstate 805 to Sea World, generally along Friars Road.

Of the 80 curb ramps, approximately 30 required special design.

WCC's designs were developed in conformance with the City's CAD Standards, which allows for City surveying crews increased efficiency during construction staking.

A sample ramp from the Alvarado 2nd Pipeline Extension project is shown on the following page in *Figure 6*.

Figure 6: Sample ramp from WCC's design on the City's Alvarado 2nd Pipeline Extension project.



List of Major Work Items / Equipment

The Project's quantities, sizes, and appurtenances are summarized in the table below.

Improvement Type	Quantities
New Sewer Pipeline	<ul style="list-style-type: none"> » 8-inch Diameter: 4,255 LF » 10-inch Diameter: 3,370 LF » 12-inch Diameter: 1,416 LF
New Sewer Manholes	53
New Sewer Laterals	<ul style="list-style-type: none"> » Lateral Replacements: 102 » Lateral Replumbs: 38
Sewer Pipe Rehabilitation	12,075 LF
Sewer Manhole Rehabilitation	39
Sewer Lateral Rehabilitation	202
Pavement Restoration	<ul style="list-style-type: none"> » Slurry Seal Type I over Type III: 459 kSF » AC Pavement: 390 Tons
Curb Ramp Installation/Modification	172

Design Packages and Proposed Design Schedule

Our team identified the following four key drivers to prioritize different design/construction packages for this Project:

1. The RFP requires the completion of the liner installation of all segments of sewer main within 176 working days from the construction notice to proceed.
2. The Preliminary Paving Coordination Map identified two key construction schedule moratoriums:
 - a. Slurry Seal Group 1925 (Saturn Blvd) – anticipated end 11/2/2023
 - b. Asphalt Resurfacing Group 1902 (Hermes Ave) – anticipated end 2/25/2024
3. Recognition that property owner approvals associated with the sewer replumbs require coordination.
4. Generally try to group construction activities by area or sewer segments to maximize efficiency.

To address these key schedule drivers, the ECGE-WCC team has devised a plan to design and construct four separate packages for the Project, as listed below. The packages are presented graphically as part of the Conceptual Design Drawings/Schematics in the next section.

- A** Sewer Rehabilitations
- B** South Sewer Replacements
(15th St., Satellite Blvd, Thermal Ave.)
- C** North Sewer Replacements/
Installations
(Coronado Ave., Elder Ave.,
Harwood St, 16th St, Donax Ave.)
- D** Central Sewer Replacements
(Grove Ave., Triton Pl., Triton Ave.,
Hermes St., Saturn Blvd.)

This approach promotes efficiency by allowing ECGE to begin construction earlier in order to meet the overall contract schedule goal of 535 working days.

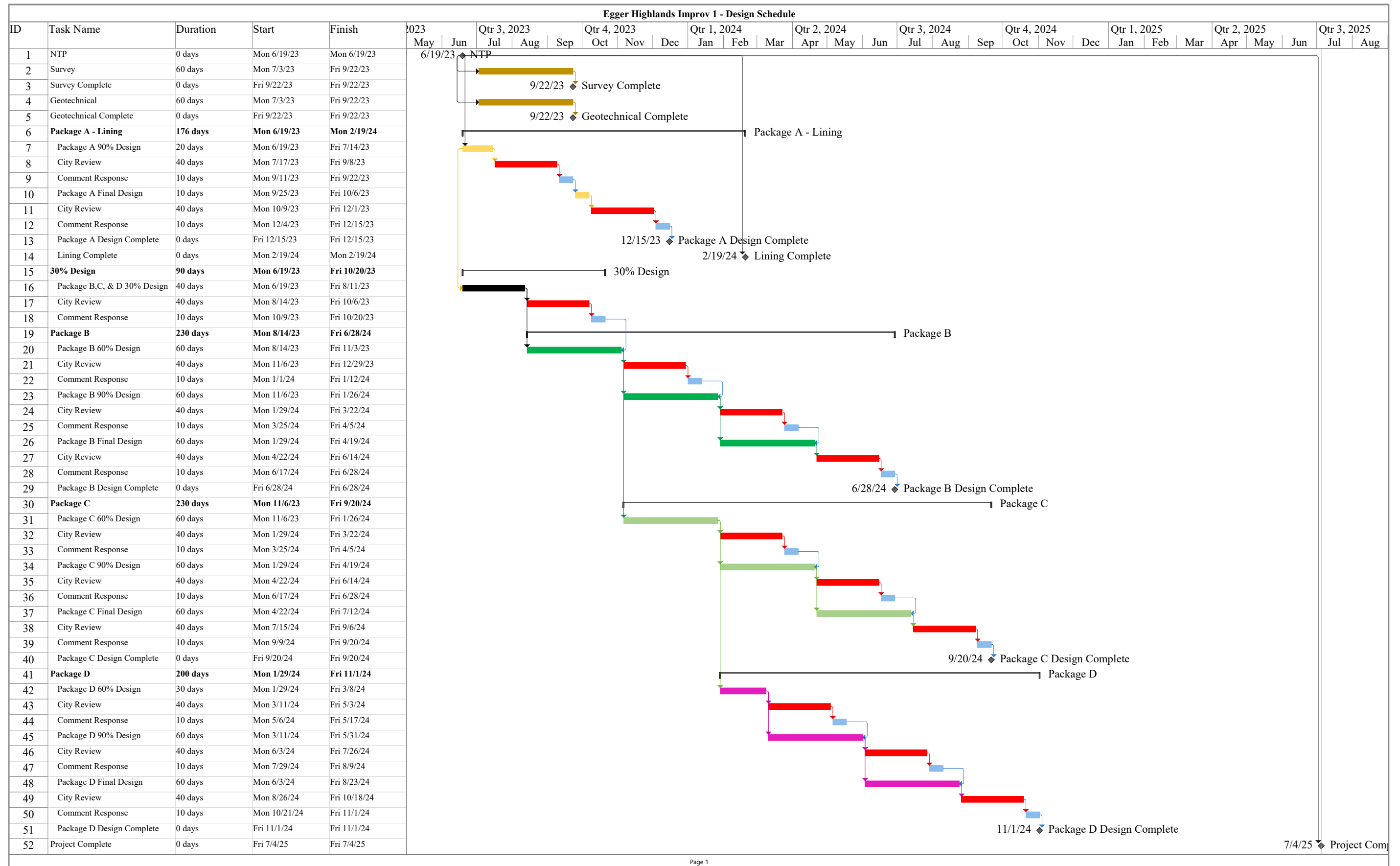
The design process will begin with the preparation of 90% construction plans for the sewer rehabilitations alongside preparing a 30% design for all of the new sewers. The 30% design will identify the feasibility of the two proposed design alternatives and finalize the design alignments for the new sewers (Package B, C and D).

The next step in the design will be to prepare final construction documents for the sewer rehabilitations (Package A) alongside proceeding Package B to 60% design.

WCC will then continue to move subsequent packages concurrently through the design process with staggered deliverables. Our proposed design schedule is presented on the next page in **Figure 7**.



Figure 7: Proposed Design Schedule



Conceptual Design Drawings/Schematics

Our team prepared conceptual design drawing schematics for the proposed Project, each individual package, and Design Alternative 1. The schematics are presented on the following pages as described below:

- » **Figure 8:** Overall Project Packaging/Phasing
- » **Figure 9:** Package A: Sewer Rehabilitations
- » **Figure 10:** Package B: South Sewer Replacements
- » **Figure 11:** Package C: North Sewer Replacements/Installs
- » **Figure 12:** Package D: Central Sewer Replacements
- » **Figure 13:** Paving Restoration
- » **Figure 14:** Design Alternative 1

Presented in the table below are the key design issues and/or constraints for each package and ECGE-WCC's approach to addressing each issue/constraint.





Package	Key Design Issue/ Constraint	ECGE-WCC's Approach to Address
 Sewer Rehabilitations	Access to manholes in back yards north of Fern Avenue: <ul style="list-style-type: none"> » Gaywood Street and 15th Street » 16th Street and Atwater Street 	<ul style="list-style-type: none"> » Coordinate early with Property owners
 South Sewer Replacements <i>(15th St., Satellite Blvd, Thermal Ave.)</i>	15 th Street construction will occur within the City of Imperial Beach	<ul style="list-style-type: none"> » Coordinate early with the City of Imperial Beach to identify any additional requirements and permit approvals
 North Sewer Replacements/Installations <i>(Coronado Ave., Elder Ave., Harwood St, 16th St, Donax Ave.)</i>	Identifying the feasibility of proposed sewer main layouts and replumbs	<ul style="list-style-type: none"> » Survey finish floors of replumbs » Vet design alternative 2 as part of the 30% design
 Central Sewer Replacements <i>(Grove Ave., Triton Pl., Triton Ave., Hermes St., Saturn Blvd.)</i>	Assessing the feasibility/constructability of the deep sewer along Triton Avenue and Grove Avenue	<ul style="list-style-type: none"> » Vet Design Alternative 1 as part of the 30% design

Figure 8: Overall Project Packaging/Phasing

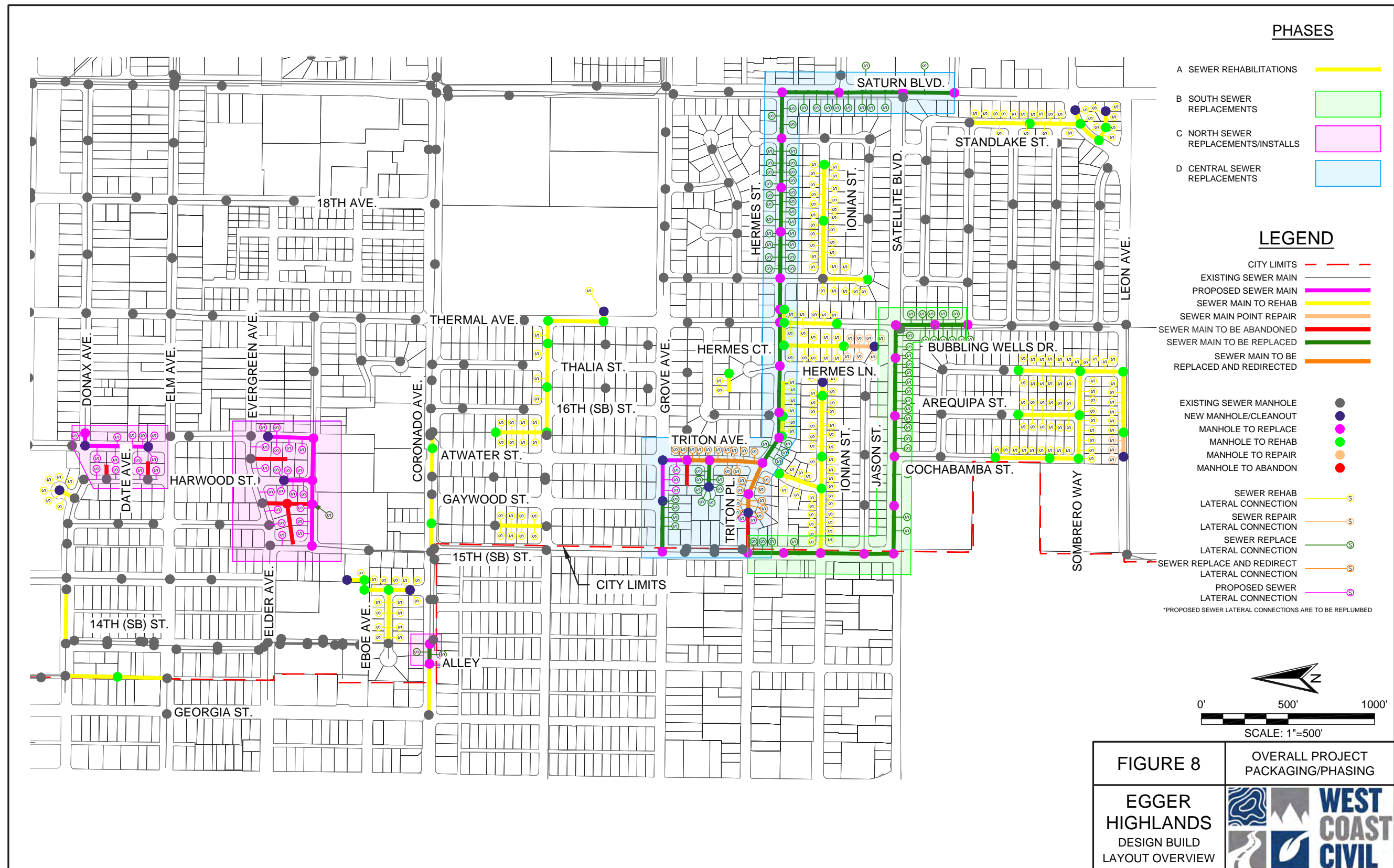


Figure 9: Package A: Sewer Rehabilitations

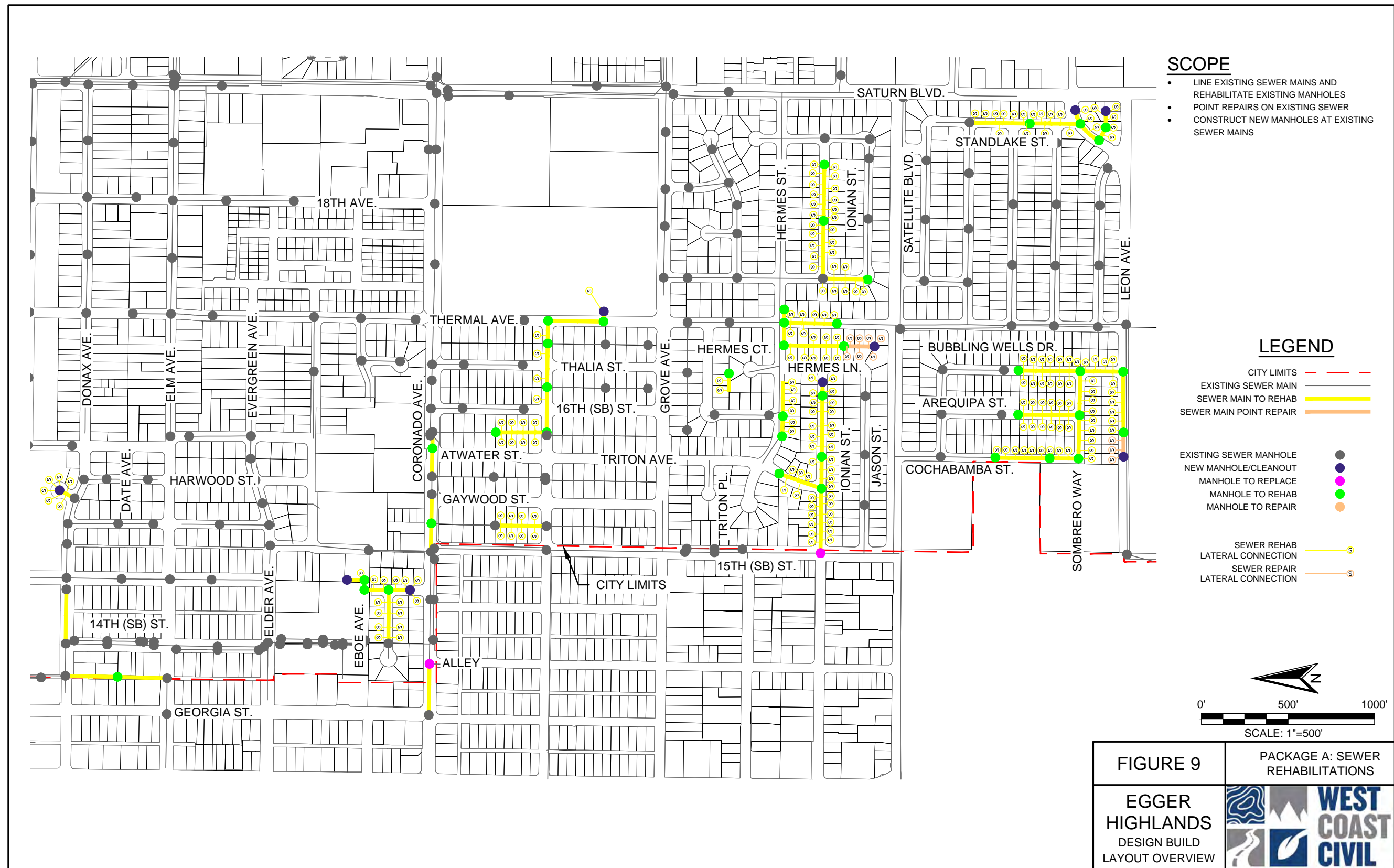


Figure 10: Package B: South Sewer Replacements

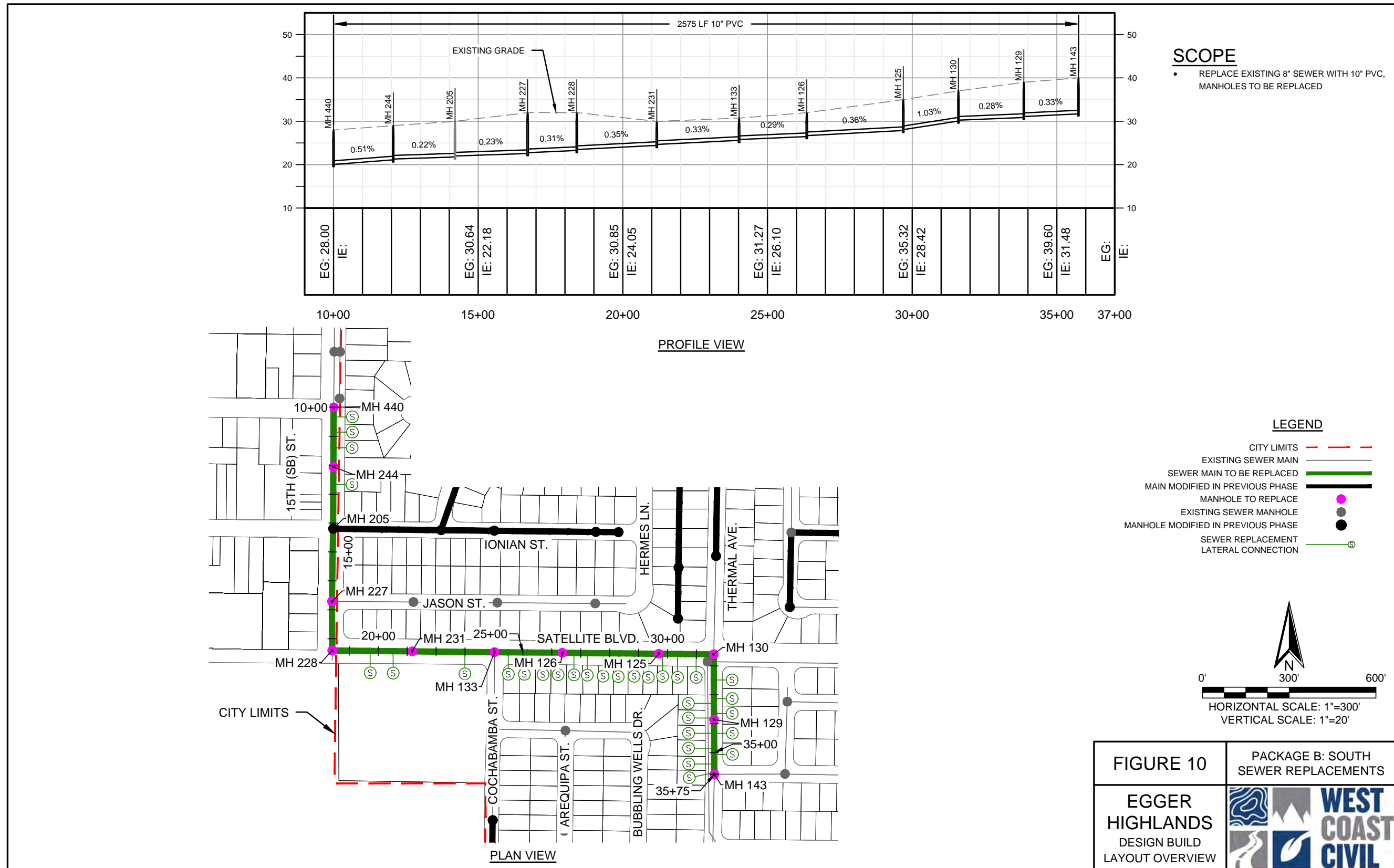


FIGURE 10	PACKAGE B: SOUTH SEWER REPLACEMENTS
EGGER HIGHLANDS DESIGN BUILD LAYOUT OVERVIEW	

Figure 11: Package C: North Sewer Replacements/Installs

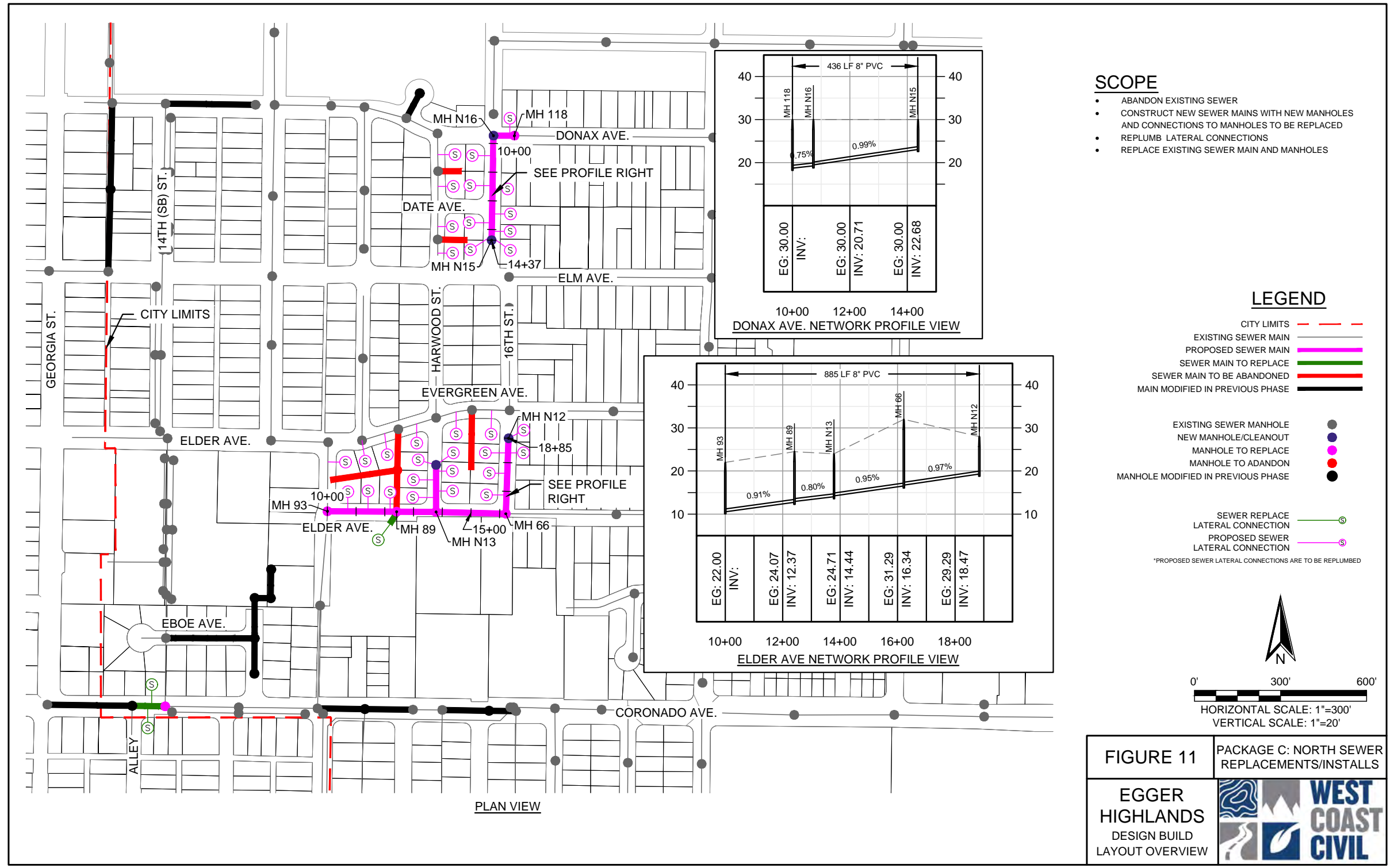


Figure 12: Package D: Central Sewer Replacements

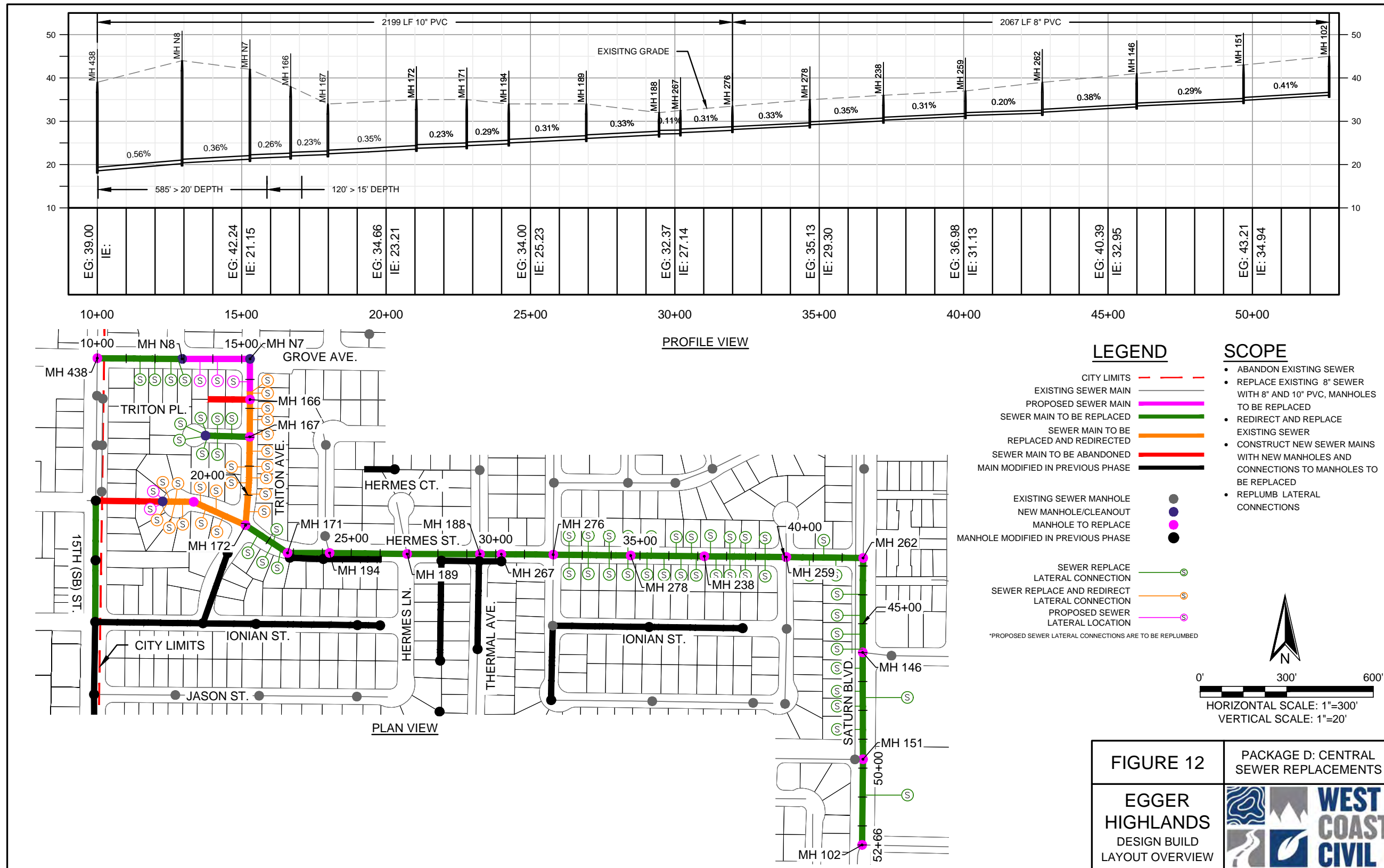


Figure 13: Paving Restoration

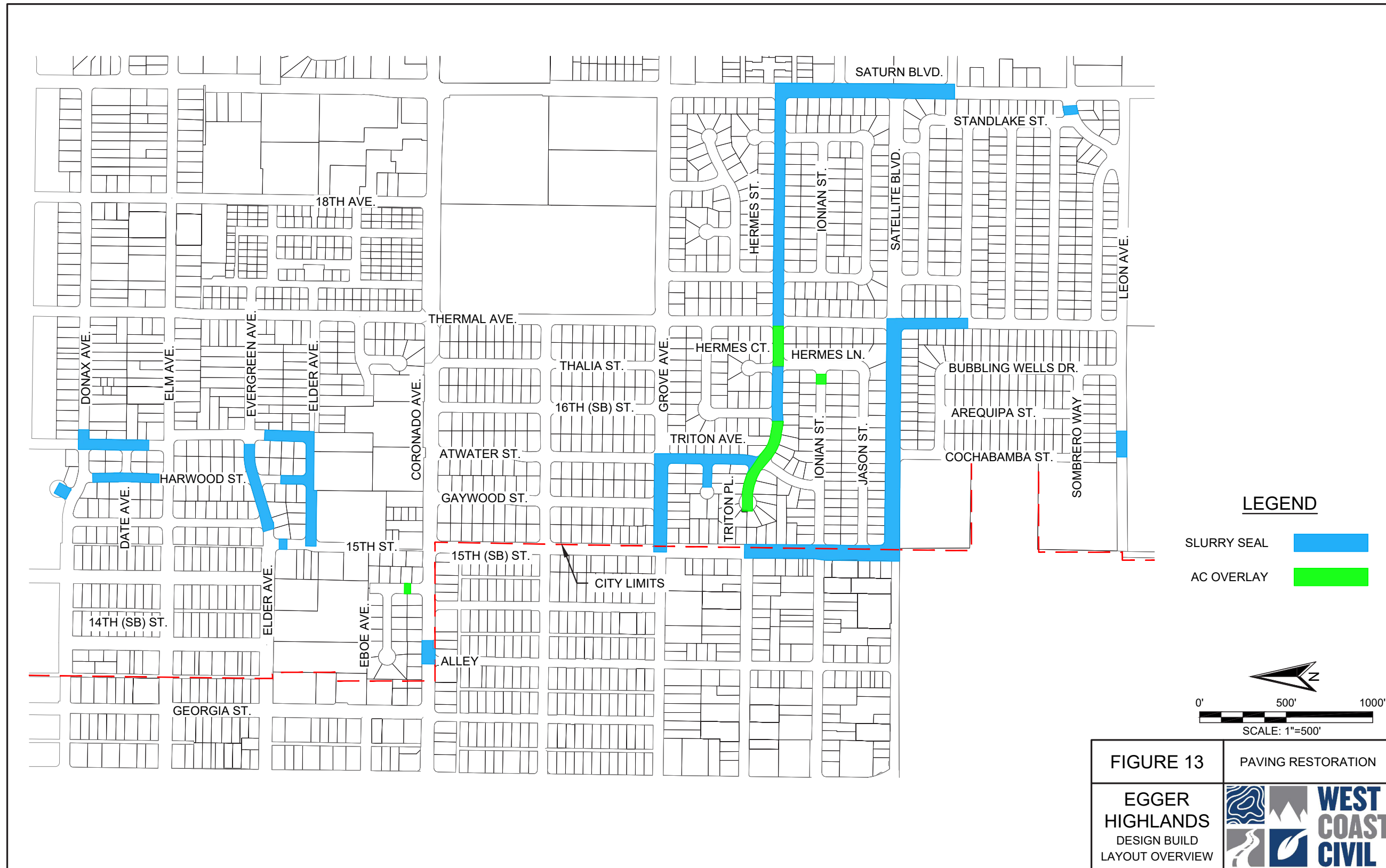
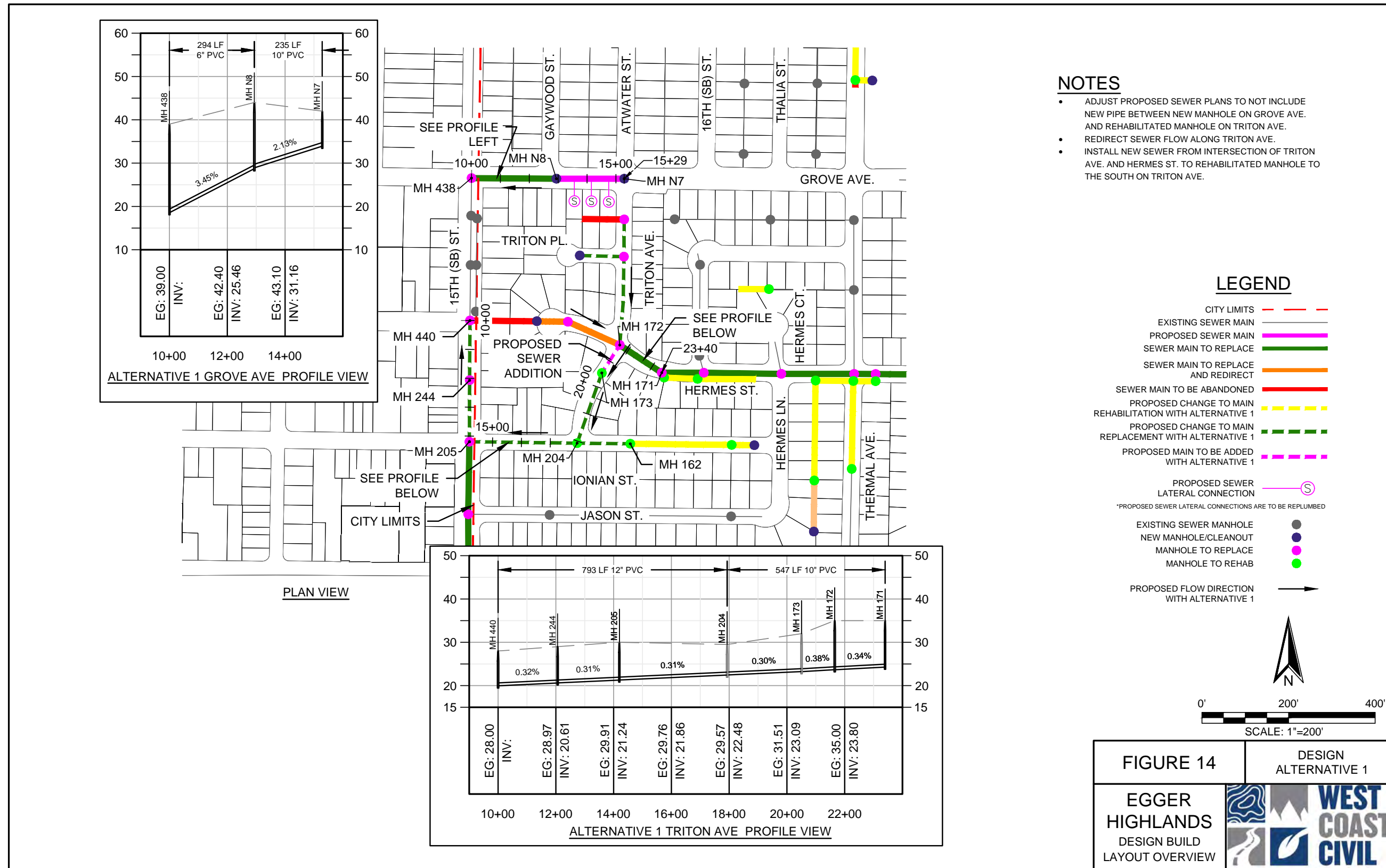


Figure 14: Design Alternative 1



Traffic Control Approach

We plan on using traffic control shop drawings per the Traffic Control Plans Approach Memo provided in the Bridging Documents. Shop drawings will allow for one lane in each direction on the wider well-traveled streets, such as Saturn Boulevard and Satellite Boulevard.

Residential streets that are narrower will be closed one block at a time. Residents will be provided access through the construction zone to access their driveways when safe to do so. Notice will be given in advance of any driveway closures or construction work that may cause delays to residents leaving their properties.

When streets are closed on trash collection day, our crews will assist the collection trucks through the work site and move cans as necessary so that residents' trash service is not interrupted.

Storm Water Pollution Control Best Management Practices (BMPs)

A Water Pollution Control Plan (WPCP), consistent with the requirements for linear repair projects, will be prepared as called for in Sections 12.2.2, 28.9, & 1001-1 of the RFP. The report format will follow the template provided by the Engineering and Capital Projects Environmental Permitting Section.

The WPCP will provide inlet protectors to protect existing storm drains as well as additional protection measures necessary to protect material and equipment storage areas from mud or oil/gasoline spills. Street sweeping and vacuuming will be completed daily to remove dust and debris.

WCC's Stormwater Management Lead Austin Frisby will work with ECGE to confirm that the designs are both effective and practical, utilizing the latest materials available.

Placement and monitoring of water pollution control devices is important to protect the environment, avoid citations from the California Regional Water Quality Control Boards, and to maintain a clean work site for the community.

ECGE self-performs all stormwater management work to ensure immediate response to BMP maintenance.

Subsurface Investigation and Geotechnical Work

A Project-specific geotechnical subsurface investigation for the Project site has not been completed to date. However, because of AGE's local experience, they will prepare the geotechnical report during the design phase.

AGE previously performed a geotechnical investigation for the City of San Diego Block 8R Utilities Undergrounding Program which is located in close proximity to the Project study area.

The scope of the geotechnical investigation included the advancement of 10 borings to a depth of 12 feet.

We anticipate our geotechnical investigations to include 4 borings to 30 feet to provide sufficient recommendations for sewer installation on this Project.

Minimal fill (less than 24 inches) was encountered in AGE's borings. The project area was primarily underlain by old paralic deposits (Qop) of late to middle Pleistocene age (Kennedy & Tan, 2008). The formation generally consists of marine and nonmarine strandline, beach, estuarine and colluvial deposits that are poorly consolidated, moderately permeable, fine to medium grained, pale brown to reddish brown, and comprised of sandstone, siltstone and conglomerate that is locally fossiliferous. The deposits rest on emergent wave-cut platforms preserved by regional uplift. Based on fossil assemblages, the unit has been assigned a late Pleistocene age (Kennedy & Tan, 2008). The formation is typically sandy and friable, and readily excavated with conventional construction equipment.

Old paralic deposits encountered in the borings for the City's Block 8R Utilities Undergrounding Program generally consisted of yellowish brown to strong brown silty sand, sandy silt, clayey sand, and sandy clay with occasional gravelly zones. Abundant gravel and cobble was encountered in several borings. The old paralic deposits encountered in the borings were found to be medium dense to very dense/stiff to very stiff, and damp to wet.

At the time of the Block 8R Utilities Undergrounding Program geotechnical investigation, groundwater was encountered in only one boring at depth of 11 feet (elevation +3 feet msl). Review of data from monitoring wells located within the project area indicates groundwater elevation measurements ranging between + 3 to +6 feet msl. It was likely that groundwater was also encountered in the other borings. However, because of the low to very low soil permeability, seepage was not observed in the other borings.

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

A Quality Control Plan (QCP) has been developed specifically for this Project. This QCP defines the techniques and procedures WCC will use to implement an effective, documented control of the design processes for the Project.

The QCP will be used to verify the deliverables comply with the original goals and objectives of the Project. The plan will also verify designs comply with required standards and specific criteria set for this Project. This plan will also verify the design services performed comply with scope, schedule and budget defined by the Project's contract.

Finally, the QCP incorporates multiple reviews throughout the design process to ensure the final construction documents are clear, consistent, and complete.

Our QCP has been developed to systematically guide our team through design in order to complete tasks correctly and efficiently.

The QCP provides a summary of the required documents and work which require reviews and checks. These reviews and checks will be performed to verify compliance with the standards and specific criteria set for this project as defined in the QCP.

The QCP describes the organization of the Project team and the quality responsibilities of each team member. Quality standards identified within the QCP will provide the basis for quality of the design and will further guide the activities of the design consultant throughout the Project.

Design control and document control procedures are outlined for the day-to-day

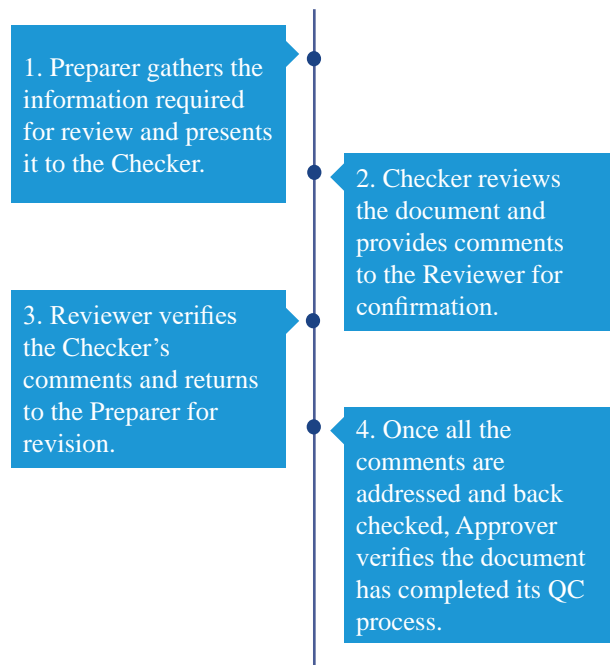
performance of the design team, as well as for the review and response activities associated with formal milestone submittals. These procedures will result in achieving consistent quality control during the design execution process. This QCP is a living document and may be modified to increase the efficiency or effectiveness of the design quality program at any time.

QC reviews will follow the design schedule and are summarized in *Figure 15* on the following page.

Every document reviewed will be assigned a specific document number for tracking and filing purposes. The QC review will use three methods of checking the items. Construction documents will be checked using review checklists.

Design calculations and non-production items will be reviewed by an engineer. Other documents and information such as permit requirements, owner addresses and contact information and completeness of comment response logs will consist of a record review.

Every document will follow the following step-by-step review process:



During the review process a check stamp and color coded markup system will be followed. A check print stamp will be placed on each plan sheet, cover, or first page of text documents or calculations, as shown below.

CHECK PRINT	
<input type="checkbox"/> Drawing checked against calcs, and calc check confirmed	
Checker:	Date:
Confirmed by:	Date:
Edited by:	Date:
Backchecker:	Date:

This stamp will help to ensure that the document properly follows the QC review process and provides a record of the review.

The color code markup system will be used to review comments. Blue, black or red ink is used by the QC Checker to identify corrections needed and comments to designer or drafter. A yellow highlight is used by the editor to indicate that the comment was addressed. Lastly, a blue highlight is used by a Backchecker to confirm that the comment has been addressed.

Comment markups on design documents by external reviewers and resolution by the Project design team will be tracked using Comment Response Logs. All comments received will be compiled to allow for easy sorting of comments by each assigned responder or reviewer, or by resolution status.

Figure 15: QC Review Log for the Project

Preparer: Angela Gonzalez, P.E. / WCC								Quality Control Plan Egger Highlands Improv 1 21 February 2023			
Preparer: Claire Pfeifer, E.I.T. / WCC											
Preparer: Mitchel Stephan, E.I.T. / WCC											
Preparer: Michel Ortiz, E.I.T. / WCC											
Design Reviewer: Eric McKnight, P.E. / WCC				Construction Reviewer: Randy Young / ECGE							
Approver: Kyle McCarty, P.E. / WCC											
Document Number	Description	Document	Method of Review	Date Prepared	Int.	Date Checked	Int.	Date Reviewed	Int.	Date Approved	Int.
30.RS.01	Field Investigation	Field Notes	Engineer								
30.UT.01	Existing Utilities	As-Builts/Records	Engineer								
30.SV.01	Survey Control Verified	Plans & Records	Engineer								
30.SV.02	Right-of Way Verified	Plans & Records	Engineer								
30.RC.01	Pavement Assessment Report	Document	Engineer								
30.PR.01	State Health Department Clearance Checks	Permit	Record								
30.PR.04	Storm Water Pollution Control Plan	Calculations	Record								
90.DC.01	Package A Design Calculations	Calculations	Engineer								
90.SB.01	Package A 90% Submittal	Plans & Documents	Checklist								
30.SB.01	Package B 30% Submittal	Plans & Documents	Checklist								
30.SB.02	Package C 30% Submittal	Plans & Documents	Checklist								
30.SB.03	Package D 30% Submittal	Plans & Documents	Checklist								
90.CL.01	Package A Comment Response Log	Document	Record								
30.CL.01	Package B-D Comment Response Log	Document	Record								
60.DC.01	Package B Design Calculations	Calculations	Engineer								
FN.SB.01	Package A Final Submittal	Plans & Documents	Checklist								
60.SB.01	Package B 60% Submittal	Plans & Documents	Checklist								
FN.CL.01	Package A Comment Response Log	Document	Record								
60.CL.01	Package B Comment Response Log	Document	Record								
60.DC.02	Package C Design Calculations	Calculations	Engineer								
90.SB.02	Package B 90% Submittal	Plans & Documents	Checklist								
60.SB.02	Package C 60% Submittal	Plans & Documents	Checklist								
90.CL.02	Package B Comment Response Log	Document	Record								
60.CL.02	Package C Comment Response Log	Document	Record								
60.DC.03	Package D Design Calculations	Calculations	Engineer								
FN.SB.02	Package B Final Submittal	Plans & Documents	Checklist								
90.SB.03	Package C 90% Submittal	Plans & Documents	Checklist								
60.SB.03	Package D 60% Submittal	Plans & Documents	Checklist								
FN.CL.02	Package B Comment Response Log	Document	Record								
90.CL.03	Package C Comment Response Log	Document	Record								
60.CL.03	Package D Comment Response Log	Document	Record								
FN.SB.03	Package C Final Submittal	Plans & Documents	Checklist								
90.SB.04	Package C 90% Submittal	Plans & Documents	Checklist								
FN.CL.03	Package C Comment Response Log	Document	Record								
90.CL.04	Package D Comment Response Log	Document	Record								
FN.SB.04	Package D Final Submittal	Plans & Documents	Checklist								
FN.CL.04	Package D Comment Response Log	Document	Record								



SECTION 5

Construction Plan

5. CONSTRUCTION PLAN

5.1 Proposed Construction Plan

5.1.1. Challenges and Issues

We have identified Project challenges and proposed strategies to mitigate/resolve/address each challenge below and continued on the following page.



Challenge: *Shoring for Deep Sewer Installation*



Approach to Mitigate/Resolve/Address

- » Vet Design Alternative 1 which would avoid deep sewer construction
- » If the proposed deep sewer is determined feasible, the shoring plan will be developed and approved by a licensed civil engineer who specializes in the design of deep trench shoring
- » Soil borings will be performed to assess soil conditions on deep trenches so that a safe and efficient shoring plan can be developed and utilized



Challenge: *Bypass*



Approach to Mitigate/Resolve/Address

- » Design sewer bypass plans will utilize pumps and hoses to bypass the sewer around the work area
- » We will keep a backup pump on-site at all times in case of a breakdown



Challenge: *Property Replumbs*



Approach to Mitigate/Resolve/Address

- » Personally invite replumb property owners to community meetings
- » Develop individual plans for each replumb to discuss with property owners
- » Install replumbs using trenchless boring technology to avoid disturbances
- » Develop a route for piping and placement cleanouts that accomplish the required task and satisfy the homeowner
- » Ensure crews work in a professional and efficient manner
- » Keep the worksite clean and as useable for the homeowner as possible during non-working hours



Challenge: *Backyard Access for Sewer Lining*



Approach to Mitigate/Resolve/Address

- » Personally invite backyard access property owners to community meetings
- » Develop individual plans for each property to discuss with affected property owners
- » Limit impacts and restore surfaces



Challenge: *Traffic Control*



Approach to Mitigate/Resolve/Address

- » Submit traffic control shop drawings for approval to the City's Traffic Engineering Department
- » Our Community Liaison, VSC, will inform affected residents prior to any traffic restrictions/changes
- » Address and accommodate residents' specific needs regarding access to their properties as feasible (e.g., using trench plates at driveways to allow access across a trench for someone taking their children to school)



Challenge: *Meeting the Aggressive Project Schedule*



Approach to Mitigate/Resolve/Address

- » Utilize our packaged approach to design and construct four separate packages—maximizing efficiency by allowing ECGE to begin construction earlier

5.1.2. Construction Approach and Methods

The sewer improvements for the Project will consist of main replacements, rehabilitation, new sewer main installation, replumbing existing private services, and the abandonment of some existing sewer. The sewer mains will be replaced in the same locations as existing with open cut trenching. The existing house services will be replumbed to the new sewer mains using trenchless boring on private property to limit the impact to the homeowners and their property.

There is also a significant portion of the Project that includes an existing sewer main which will be rehabilitated by installing a new Cured-in-Place Pipe Liner.

Mains and pipelines which will be installed using conventional open trench methods will include temporary asphalt “cold mix” paving over the trenches at the completion of each day. The permanent trench cap will be placed at the end of each work week to minimize the amount of cold mixed trenches, provide a better road surface, and reduce the potential for stormwater pollution.

SEWER REPLUMBS

ECGE has developed a proven technique to successfully install sewer replumbs and has used this method to install more than 100 replumbs on similar projects.

Communication with the property owner is the most important aspect of any replumb work. Our Community Liaison, VSC, will initially contact the property owners and individually invite each property owner to community meetings where we will educate them on the necessity of the Project and discuss our methods and approach to minimize the disturbance to their properties. During these meetings and discussions with the homeowners we will be able to listen to their specific concerns and will develop tailored approaches and solutions to address them.

We will also develop an understanding of their desired notification timeframes and methods and will adjust our approaches to satisfy them. From past experience, we have found that some homeowners require additional notice to move items out of the way. As such, prior to the start of work, our Construction Foreman will meet with each property owner and discuss the approach and walk the property with them. He will have an 8"x11" plan sheet of their lot with the connection point and planned work within their property shown. Adjustments to the proposed alignment may occur during these site meetings. Once the property owner understands the plan and is in agreement, the work will begin within a few days.

Where possible and prudent, replumbs will be installed using trenchless boring technology. The existing sewers will be videoed, and the exact location of laterals will be mapped in the field. Accurately locating the lateral connection point is crucial in minimizing the disturbance to the private hardscape and

landscaping. The excavation at the connection point on the private property will be dug by hand. This receiving pit excavation will be limited to approximately 4' x 8'. Plywood and tarps will be laid out on the private property to collect the spoils and limit the debris. In the street, a boring pit of approximately 4' x 14' will be dug for the boring machine. The machine bores a 2-inch diameter pilot hole into the receiving pit. The boring head is equipped with a locating device to track the horizontal and vertical progress and keep the boring on line and grade. Once the pilot hole is in place, a reamer will be used to enlarge the hole for the new pipe installation. Cleanouts will be installed at the property line, connection point, and at all bends.

SEWER REHABILITATION

Existing sewers will be rehabilitated per Section 500 of the 2021 Whitebook. Prior to the installation, a high velocity cleaning of the sewer mains including robotic root removal, if required, will take place. The cleaned mains will be video inspected prior to rehabilitation and re-videoed after the completion of the work to document the successful liner installation. The pipe rehabilitation will include the installation of a liner system as specified in the 2021 Whitebook.

SEWER ABANDONMENT

Existing sewers will be abandoned per Section 306-3.3.2 of the 2021 Whitebook. The sewer facilities will be monitored for 48 hours prior to abandonment to verify no flow in the existing main or laterals. The sewer pipes will be filled with CLSM or sand with concrete plugs at each end.

5.1.3. Plan for Operation of Utilities During Construction

Minimizing disruptions to the community’s sewer services is one of the critical elements of a successful project. We have designed the Project phasing plan and construction schedule to minimize disruption of service and overall construction impacts. Service shutdowns are not anticipated, but if needed, ample notice will be given to all customers regarding the schedule for service shutdowns.

SEWER SERVICE

Sewer service will be maintained during sewer replacement work by plugging the manhole upstream of the work, bypass pumping sewage around the work to the downstream sewer in service. The existing sewer will be videoed prior to any work to inventory and locate all existing lateral connections. This ensures no lateral is missed and every existing service connection is maintained and reconnected.

Sewer bypass plans will be submitted for approval. If the sewer is to be bypassed with pumps, there will be standby pumps to ensure a pump failure will not cause a sewer spill. A Sewage Bypass and Pumping Plan will be submitted per Section 3-12.5.2 of the 2021 Whitebook.

The existing sewers will remain in service during new sewer main construction. The existing sewer laterals to be replumbed will be installed one at a time. The existing sewer laterals which will be reconnected to the new sewer mains will be temporarily connected to the new main as work progresses along the main. New laterals will be installed once the main is in place.

Sewer service will be maintained during the pipe lining activities by plugging the upstream manhole and bypass pumping. The existing laterals will be reconnected once the liner is in place. All laterals will be reconnected

starting with the furthest downstream and working upstream. The bypass pumping will be removed after all downstream laterals are reconnected to the newly lined pipe and all service will be returned.

5.1.4. Plan for Phasing of Construction Activities

As shown in *Figure 8, Overall Project Packaging/Phasing*, the construction phasing for the Project will be divided into four phases which correspond to the four design packages which will be developed.

Construction of each phase will commence upon the design approval of its corresponding design package.

Our construction phasing plan was developed with the primary goal to meet the City’s schedule, minimize impacts to the community and residents, and avoid pavement moratoriums.

The construction of Phase/Package A will include all of the sewer pipeline and manhole rehabilitations. The construction for the other three Phases/Packages B, C, and D will include new installation and/or replacement of sewer mains and will follow the same sequence of activities. The first task for all phases will be to notify the residents and City Council of the proposed construction activities and their timelines.

A For Phase A, pipeline rehabilitation will generally work from south to north. The two locations north of Fern Ave, where manhole access will be through backyards, will be saved for last to allow time for coordination with property owners.



For Phases B, C, and D, construction of new sewer main will occur from downstream to upstream. As the new mainline sewer is constructed, the lateral to the property will be installed with new cleanouts. Once the underground improvements are completed and tested, the trenches will be paved. New curb ramps will be constructed concurrently with the sewer main construction.



After each phase of the sewer is constructed, the street surface improvements will begin. The street improvements will consist of slurry seal Type I over Type III for a majority of the streets, and a curb-to-curb 2-inch grind and overlay on a few sections of Hermes Avenue, as shown in the *Conceptual Design Drawings/Schematics*.



5.1.5. Proposed Safety Program

ECGE has an outstanding safety record and has written a comprehensive Health and Safety Plan (HSP) that all employees are required to read and follow. For all projects, ECGE uses this HSP as a starting point. Once we analyze the specific elements of each Project, we develop Project-specific health and safety requirements.

For this Project, Safety Officer Kyle Young will lead ECGE's construction safety program and be responsible for its implementation at the site. Kyle will organize periodic safety training and conduct job site tailgate meetings every 10 days. Meetings will include ECGE staff as well as subcontractors. If special circumstances arise during the Project that requires specific safety procedures, a special meeting will be promptly held to address any and all safety concerns. **The safety of workers and the public is always our top priority.**

5.1.6. Proposed Emergency Response Plan

Medical emergencies will be handled in accordance with the Medical Emergency Plan. The Medical Emergency Plan provides documentation regarding emergency services including the closest hospital, fire, and police services. Project site safety concerns will be addressed immediately.

In the case of a broken water line, ECGE will immediately call the Water Utilities Emergency number and inform them of the break so that repairs can be made. Action will also be taken to protect property from any water damage.

Any emergency related to a broken gas line or down power lines will require a call to 911 and San Diego Gas & Electric (SDG&E). Field supervisors are trained to handle these types of emergencies and will keep a list on-site with all necessary phone numbers. Key personnel phone numbers for 24-hour access will be provided to the City in case of an after-hours emergency.

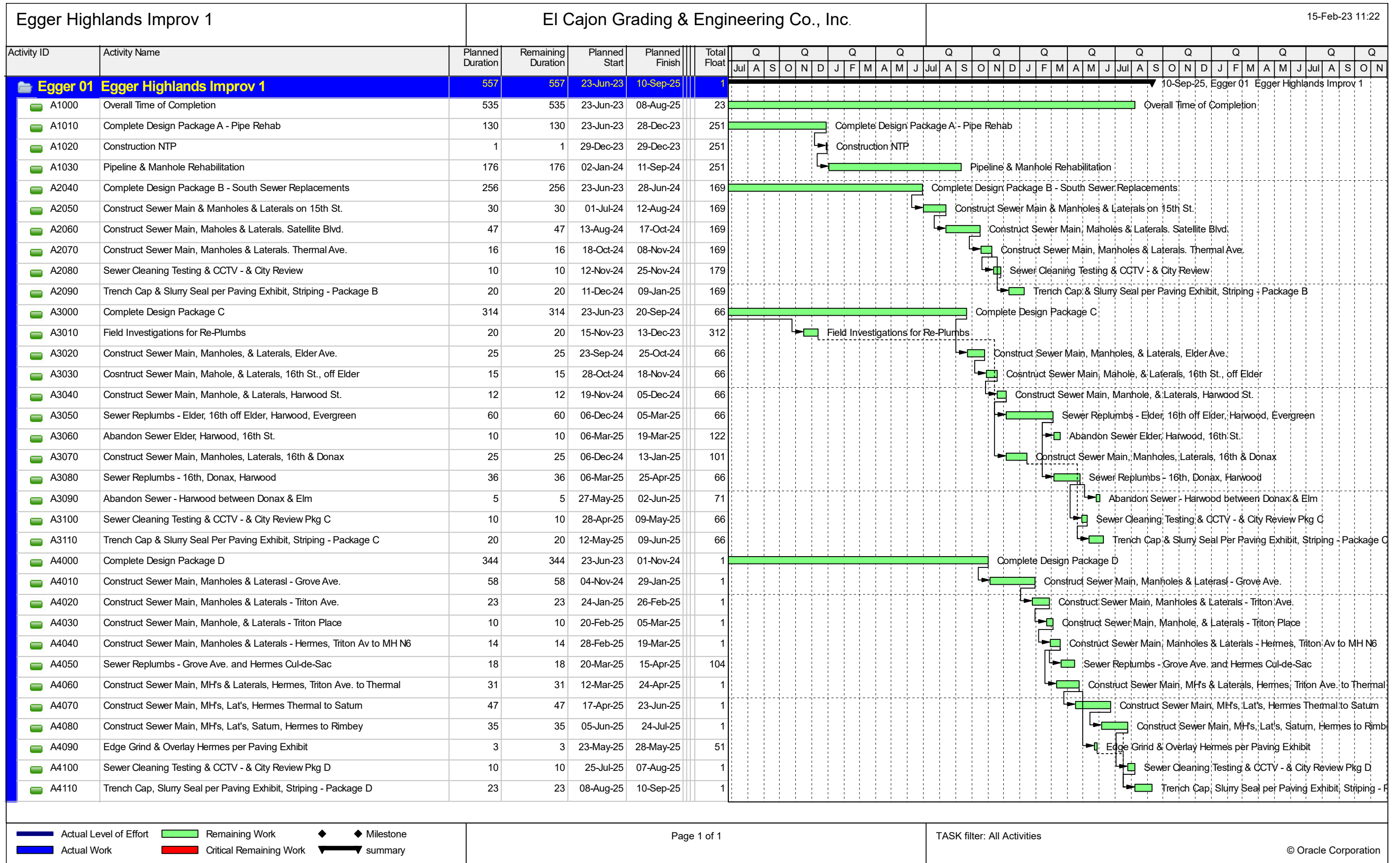
In case of a sewage spill, ECGE will call the Sewage Spill Hotline number and the list of City representatives provided to us at the preconstruction meeting. Emergency numbers for ECGE's primary and secondary contacts will also be provided to the City. These contacts will be available at all times to respond immediately to any sewer spill event. We will take immediate action to contain the spill and protect downstream inlets to storm drains or water bodies.

Emergency pumping and cleanup equipment and supplies will be available 24 hours a day, 7 days a week while the work is in progress. A full sewage spill and response plan per Section 3- 12.5.3 of the 2021 WhiteBook will be submitted for approval.

5.1.7. Construction Schedule

Our proposed construction schedule is shown on the following page as *Figure 16*.

Figure 16: Proposed Construction Schedule

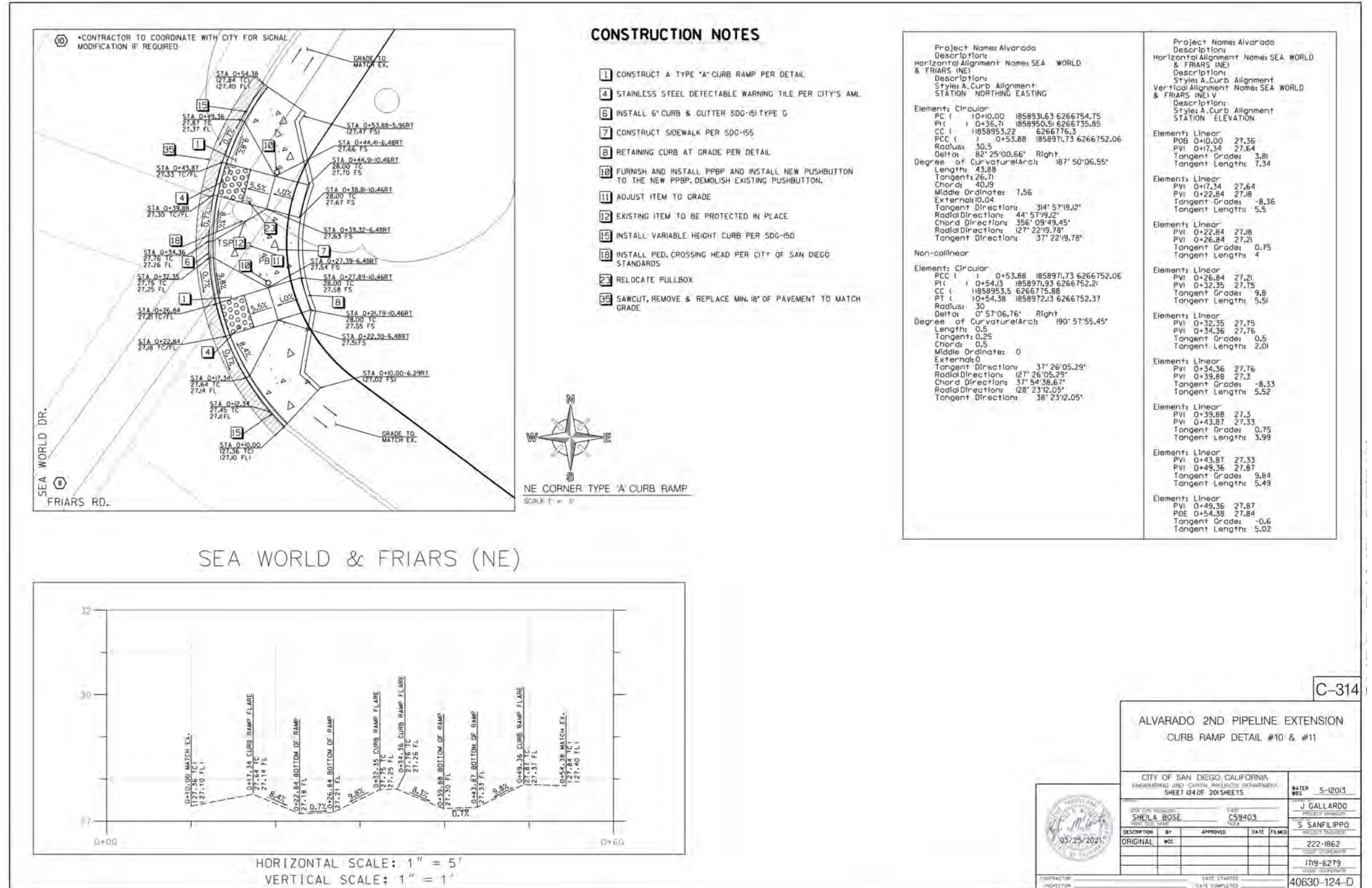


█ Actual Level of Effort █ Remaining Work ◆ Milestone
█ Actual Work █ Critical Remaining Work ▶ summary

5.1.8. Traffic Control Management

Traffic control shop drawings will be developed and implemented to minimize environmental and traffic impacts, including noise impacts to residents, businesses, and institutions. Traffic control will maintain an appropriate level of access and site security at all times throughout the Project area to avoid significant impacts to the public.

Shown herein is a sample of the traffic control shop drawings that ECGE prepared for the City's Otay 1st and 2nd Pipeline project.



5.1.9. Community Impact and Outreach Plan

The pipelines proposed for this Project traverse a fully developed urban environment with single and multifamily dwellings and commercial businesses. Each of these affected areas must be given careful consideration of site-specific uses and needs during the design phase and throughout construction. The DB schedule for the Project is aggressive, which make community outreach efforts even more crucial.



VSC will serve as ECGE-WCC's exclusive Community Liaison.

VSC has served as Community Liaison for more than five dozen City of San Diego Capital Improvement projects, including the following DB projects:

- » Otay 1st and 2nd West of Highland Pipeline
- » Sewer and Water Group Job 814
- » Otay Storm Drain Replacement in collaboration with ECGE

VSC will work cooperatively with and provide assistance to the City's PIO team and will adhere to the Whitebook requirements for Community Relations to implement and carry out an effective public information and outreach program.

VSC will develop a Project-specific Community Relations Plan within 30 working days of NTP. This Plan will:

- » Identify communication flow within the ECGE-WCC DB team, the City, and affected stakeholders
- » Provide a list of major stakeholders and their contact information
- » Describe proposed mitigation measures to minimize construction impacts on the community
- » Detail methods of outreach

Our DB team will creatively integrate the needs of the community into the design of the Project. We anticipate the following community concerns:

- » **Impacts to traffic:** our Project-specific traffic control plan will be submitted and approved by the City.
- » **Construction noise that will impact residents and businesses:** we will provide proactive notice and information regarding when any noise impacts would impact these stakeholders
- » **Staging of construction equipment** during non-working hours

Our approach is to work closely with the community on two levels.

① First, at the macro level, we will meet with the Otay Mesa – Nestor Planning Group to provide information about the Project and gather important feedback. We will meet with the Planning Group during the design phase and at the start of construction and will provide written updates to the board chair every quarter.

② Our micro level approach will involve face-to-face interaction with those entities along the construction corridor. It is important for these stakeholders to know that we are interested in understanding their concerns and assuring them that they have an outlet to express their concerns and ask questions.

VSC takes great pride in the company's personal and transparent communication approach. VSC will meet with the following stakeholders one-on-one to trade contact information, explain the Project, and follow-up with answers to stakeholder inquiries.

Key stakeholders are listed below.



KEY STAKEHOLDERS

- » **City of San Diego**
 - Traffic Engineering Department
 - Field Engineering Division
 - Traffic Safety Department
 - City of San Diego District 8 Councilmember Vivian Moreno
 - San Diego Mayor Todd Gloria
- » **Utility Providers**
 - AT&T Telephone
 - Cox Communications
 - USA Dig Alert
 - Department of Drinking Water (DDW)
 - Cal-American Water Company
 - San Diego Gas & Electric (SDG&E)
- » **City of Imperial Beach**
 - Council Districts 1, 2, 3, 4
 - Residents
 - Imperial Beach Mayor Paola Aguirre
 - Imperial Beach Border Patrol Station on Boundary Road
- » **Residents of Otay Mesa-Nestor**
- » **Metropolitan Transit System**
- » **San Diego Fire-Rescue Department**
- » **Schools:** Godfrey G. Berry Elementary School; Mar Vista Academy; Central Elementary School; St. Charles Elementary School; Emory Elementary School
- » **Apartment managers of several multi-unit complexes:** Garden View Apts (38 units); Royal Village (172 units); Imperial Pacific Village (248 units); Coronado Manor (76 units)

VSC will also assist the City's team to help coordinate outreach to the 38 property owners who will be required to sign Lateral Replumb Agreements and to the property owners required to sign the Work on Private Property Acquisition Form.

METHODS TO CONVEY PROJECT INFORMATION TO RESIDENTS

We plan to use the following outreach methods to proactively convey important Project information to the impacted residents:

- » **Provide a letter in English and Spanish before construction begins to properties within 300 feet of the Project alignment.** This letter will provide information about the Project, including a map of the pipeline route, a time table of Project milestones, and contact information for any community concerns/questions.
- » Provide a letter in English and Spanish before beginning of construction to the same properties. **The letter will include a Project map and instructions on how to sign up for Project updates by email.** Email outreach will be facilitated through the City of San Diego's Constant Contact account. VSC is a certified user of this account.
- » **Give informational presentations to the applicable planning groups** well ahead of construction activities.
- » **Distribute door hanger notices in English and Spanish at least five days before the start of construction.** Every notification (letter or door hanger) will include the City's preferred contact information: website (www.sandiego.gov/cip), email (engineering@sandiego.gov) and phone number (619-533-4207).

- » **Website:** residents will be able to visit the City's Capital Improvement Project website to learn about the Project. The website will be updated to reflect Project milestones.
- » Utilize the **City of San Diego's Nextdoor social media account** by providing Project updates to the City's PIO who will post the information.
- » Include updates in the **Council District 8 Community Newsletter.**

RESPONSE TO RESIDENTS

Our priority will be to respond to residents as quickly as possible. We will adhere to the following protocols:

- » All calls/emails generated by residents will be responded to within one business day of receipt.
- » All public contacts will be documented.
- » We will distribute an Excel file of public interaction to the City's team and the DB team every two weeks.
- » All calls/emails generated by residents will be responded to within one business day of receipt.
- » VSC will attend Project meetings and provide reports about community outreach activity.
- » VSC will be available to respond to questions from the community as needed and will provide written materials to explain the Project at community presentations.

PUBLIC TRANSPORTATION

The Metropolitan Transit System (MTS) operates bus line 901 on Coronado Avenue and bus lines 933 and 934 on Coronado Avenue, Satellite Boulevard and Saturn Boulevard. It is not anticipated that the Project's construction activities will impact MTS bus routes or stop locations.

EMERGENCY SERVICES

The San Diego Fire-Rescue Station 30 services the Project area.

VSC proactively spoke with Monica Munoz, the PIO for the City's Fire and Rescue Department. Ms. Munoz asked that we provide her with all street closure or detour information. Once received, she will provide the information to the captains at Station 51 since there are multiple shifts at the station and Station 51 can easily email each captain directly.

DESIGN AND CONSTRUCTION COORDINATION WITH STAKEHOLDERS

Permitting/approval requirements for each group will be incorporated into the Critical Path Method (CPM) schedule including preliminary meetings, formal submittals, estimated review times, final approval milestones, and any associated appeal periods. The CPM schedule will include key milestones for public outreach and timeline constraints such as meeting the schedules of the various community groups. The following provides a description of necessary approvals:

Department of Drinking Water (DDW):

Changes to DDW regulations in 2012 require DDW approval for any location where a water main does not maintain a minimum of 10 feet of horizontal clearance or a minimum of 1 foot vertical lateral clearance between the outside walls of any sewer main.

At locations where minimum separation cannot be achieved based on existing conditions, DDW approval will be required. Based on DDW guidelines and our team's experience on similar projects, the approval process generally takes about two months and may be needed for the work along Triton Avenue.

City of San Diego Traffic Safety Department

Approvals: Relocation of existing pedestrian crosswalks and modifications to pedestrian push buttons require approval by the City's Traffic Safety Department. Several of the curb ramps within the Project area may require relocation or the addition of pedestrian push buttons and relocation of cross walk striping. This work will be accomplished by note and in accordance with the Project specifications.

City of San Diego Real Property

Department: Construction of new private facilities on private property will require a right of entry permit or temporary construction easement. Construction of replumbing for properties will require permission from the property owners. VSC will prepare exhibits generally showing the extent of new private improvements to be constructed on private property and coordinate with the property owners as needed.

Mitigation and Monitoring: The Notice of Exemption signed May 10, 2022 has identified a need for paleontological monitoring for grading activities in accordance with San Diego Municipal Code Section 142.0151. Our team's Paleontological Monitoring Consultant, Brian F. Smith & Associates, will provide the pre-construction and post-construction monitoring and reporting as required.

5.1.10. Critical Path Schedule

The Project will be scheduled using Primavera P6 software. The brief summary schedule included in the Proposal as **Figure 16** will be expanded to more clearly define work areas and tasks to aid in Project planning as our team positively identifies work to be completed.

The schedule will be updated and tasks will be added to ensure all team members are aware of their responsibilities and when they will be needed. This includes tasks in which public notification and interaction with property owners will be necessary.

As shown in our summary schedule, the design work will be completed in four packages, A, B, C, and D. The sewer rehabilitation work will be completed in Package A.

The lining and lateral reinstatement work will be completed in the 176 working days from construction NTP as specified in the RFP documents.

Sewer pipe installation will begin with the completion of Design Package B. Sewer replacement work will begin in July 2024 with one crew installing sewer main, manholes, and laterals.

In September 2024, a second crew will be mobilized to the Project upon completion of Design Package C to begin sewer installation.

Design Package D is scheduled for completion in November 2024. The crew working on the Package B improvements will be ready to move to completing the Package D improvements and begin installing the new sewer mains. In January 2025, the crew working on Package C will also move to Package D. Both crews will work to complete the underground portion of the Project.

The Project is scheduled to be completed by September 10, 2025.

5.1.11. Cost Saving Measures

The City provided a well thought out and thorough preliminary design for the Project. From our team's review of the preliminary design, research, and site visits, we did not identify any significant construction cost saving measures. **However, Design Alternative 1, discussed previously, will provide significant long-term operation and maintenance cost savings for the City by avoiding the planned deep sewer on Grove/ Triton Avenue.**



SECTION 6

Equal Opportunity Contracting Program

6. EQUAL OPPORTUNITY CONTRACTING PROGRAM

As shown in the table below, our team has exceeded the City’s 25% SLBE/ELBE/DVBE participation goal with 34.11% Project participation. The required subcontractor documentation is included in the Price Proposal.

ECGE's Work Force Report (EOC Form BB05) is included following this page.

Company	SLBE, ELBE, DVBE	Project Role	% Participation
Vic Salazar Communications	SLBE/ELBE	Community Liaison	0.62%
Piperin Corporation	ELBE	Lateral Replumbing	12.89%
Miramar General Engineering	SLBE	Curb Ramps	11.2%
Easy Flow, LLC	SLBE	Sewer Rehabilitation	1.5%
SealRight Paving, Inc.	SLBE/ELBE	Asphalt Paving	1.87%
G. Scott Asphalt, Inc.	SLBE	Slurry Seals	5.05%
Allied Geotechnical Engineers, Inc.	SLBE/ELBE	Geotechnical Engineering	0.48%
Mc Grath Consulting	SLBE/ELBE	Water Pollution Control Plan (WPCP)	0.01%
MH Hoffman Trucking	SLBE/ELBE	Truck Rental	0.49%
TOTAL % PARTICIPATION			34.11%



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: El Cajon Grading & Engineering Co., Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 13684 Highway 8 Business

City: Lakeside County: San Diego State: CA Zip: 92040

Telephone Number: 619-561-9840 Fax Number: 619-561-9908

Name of Company CEO: William R. Young

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: R.Young@ecgrading.com

Type of Business: Underground Construction Type of License: A

The Company has appointed: Linda Linn

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: 13684 Highway 8 Bus., Lakeside CA 92040

Telephone Number: 619-561-9840 Fax Number: 619-561-9908 Email: L.Linn@ecgrading.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 El Cajon Grading & Engineering Co., Inc.
(Firm Name)

San Diego, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 14 day of February, 2023

(Authorized Signature)

Linda Linn
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: El Cajon Grading & Engineering Co., Inc. DATE: 2-14-23

OFFICE(S) or BRANCH(ES): San Diego 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												2	1		
Professional															
A&E, Science, Computer															
Technical												1			
Sales															
Administrative Support													1		
Services															
Crafts												1			
Operative Workers															
Transportation												1			
Laborers*															

*Construction laborers and other field employees are not to be included on this page

Totals Each Column												5	2		
--------------------	--	--	--	--	--	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees 7

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

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

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

WORK FORCE REPORT – Page 3

NAME OF FIRM: El Cajon Grading & Engineering Co., Inc.

DATE: 2-14-23

OFFICE(S) or BRANCH(ES): San Diego

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		3									1		
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers												2		
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators			2									1		
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
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		5									4		
--------------------	---	--	---	--	--	--	--	--	--	--	--	---	--	--

Grand Total All Employees 10

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

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



SECTION 7

Reference Checks

7. REFERENCE CHECKS

Below and on the following pages we have included three references for similar projects successfully delivered by ECGE and three references for projects designed by WCC.

ECGE References

City of San Diego Sewer and Water Group 814

1

Location: Mission Beach and Pacific Beach, CA

Delivery Method: Design-Build

Contract Value: \$6,684,047

Completion Date: 11/2017

Owner Contact: City of San Diego, Ha Nguyen
858-573-5075 | HNguyen@sandiego.gov

Brief Description of the Project: This similar DB project for the City involved the replacement of 6,000 LF of 12-inch water main, 4,500 LF of 8-inch water main, 52 replumbs, 4,000 LF of 8-inch sewer main, 2,000 LF of 10-inch sewer line, and 42 sewer replumbs.



Otay Mesa Storm Drain Replacement

2

Location: Otay Mesa, CA

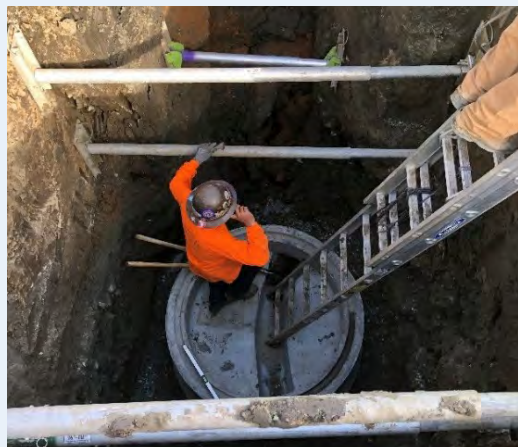
Delivery Method: Design-Build

Contract Value: \$3,247,422

Completion Date: 11/2018

Owner Contact: City of San Diego, Victor Razon
619-379-9117 | VRazon@sandiego.gov

Brief Description of the Project: This DB project for the City involved the installation of 18-inch, 24-inch, 30-inch, and 54-inch storm drains.



City of San Diego Water Group 3012

3

Location: Pacific Beach, CA

Delivery Method: Design-Build

Contract Value: \$10,939,542

Completion Date: 09/2013

Owner Contact: City of San Diego,
Ken Zerehpoush | 858-627-3286
KZerehpoush@sandiego.gov

Brief Description of the Project: This DB project for the City involved the replacement of 5 miles of 8-inch and 12-inch PVC water pipe, the construction of curb ramps, traffic loops, and paving work.



WCC References

Capital Water Main Replacement Program

1

Location: Yucca Valley, CA

Delivery Method: Design-Build

Contract Value: \$30,000,000 (construction)

Completion Date: 12/2024 (anticipated)

Owner Contact: Hi-Desert Water District, Tony
Culver, Assistant General Manager - Operations
760-365-8152 | tonyc@hdwd.com

Brief Description of the Project: This DB project involves the capital replacement of approximately 40 miles of aged steel water main with new PVC main. WCC performed the design and the District is self-performing the construction work.



City of Oceanside Utility Department On-Call

2

Location: Oceanside, CA

Delivery Method: Planning, Design-Bid-Build

Contract Value: \$1,150,000 (design contract)

Completion Date: Ongoing

Owner Contact: City of Oceanside,
Mabel Uyeda, Principal Engineer
760-435-5819 | Muyeda@ci.oceanside.ca.us

Brief Description of the Project: WCC is providing as-needed on-call services for planning and design work. Since 2008, WCC has serviced 26 task orders and completed multiple sewer design projects, including the design of two relief trunk sewers.



Alvarado 2nd Pipeline Extension

3

Location: San Diego, CA

Delivery Method: Design-Bid-Build

Contract Value: \$360,675 (WCC Design Contract)

Completion Date: 03/2021

Owner Contact: City of San Diego, Jericho Gallardo, Project Manager
619-533-4207 | Jgallardo@sandiego.gov

Brief Description of the Project: This project for the City includes the construction of 10.32 miles of water mains in the Mission Valley and Mission Bay areas. New 30 and 48-inch transmission mains will be installed along Friars Road, between Interstate 805 (where it connects to the existing Alvarado 2nd Pipeline) and West Mission Bay Drive (where it connects to the recently installed Pacific Beach Pipeline). As a subconsultant, WCC performed the design of the surface improvements which included approximately 80 curb ramp replacements/modifications.

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **EGGER HIGHLANDS IMPROV 1**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS Code	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ 86,516.00
2	541330	Engineering and Design Service	1	D	LS	 	\$853,200.00
3	237110	Construction	1		LS	 	\$ 9,325,159.00
4		City Contingency (EOC Type II)	1		AL	 	\$500,000
5	541690	Paleontological Monitoring Program (EOC Type I)	1		AL	 	\$25,000
6	541690	Suspension of Work - Resources	5		DAY	\$	\$ 5,000.00
7	541330	WPCP Development	1	D	LS	 	\$ 860.00
8	237310	WPCP Implementation	1		LS	 	\$ 46,750.00
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 8 INCLUSIVE):							\$ 10,842,485.00

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

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

Ten Million, Eight Hundred Forty Two Thousand, Four Hundred Eighty Five dollars and no cents

Design-Builder: El Cajon Grading & Engineering Co., Inc.

Title: Vice President

Signature: 

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

William C. Young - President

William R. Young - Vice President

Linda Linn - Secretary - Treasurer

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.

DESIGN-BUILD LIST OF SUBCONTRACTORS
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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: <u>West Coast Civil</u> Address: <u>9740 Appaloosa Rd., Ste 200</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>858-869-1332</u> Email: <u>Kyle@westcoastcivil.com</u>	Designer	1000044026	NA	Engineering Design	\$744,535.00	MBE	Caltrans	
Name: <u>Allied Geotechnical Engineers, Inc.</u> Address: <u>9500 Cuyamaca St., Ste 102</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>92071</u> Phone: <u>619-449-5900</u> Email: <u>s_sutano@alliedgeo.org</u>	Designer	1000009383	NA	Engineering Design	\$50,000.00	SLBE	City	

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

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

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Name: <u>Miramar General Engineering</u> Address: <u>1827 Cleveland Ave.</u> City: <u>National City</u> State: <u>CA</u> Zip: <u>91950</u> Phone: <u>619-434-5900</u> Email: _____	Constructor	1000033057	1009541	curb ramps, sidewalk, curb & gutter	\$1,170,700.	SLBE	City	
Name: <u>McGrath Consulting</u> Address: <u>PO Box 2488</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-443-3811</u> Email: <u>estimating@MCSWPPP.com</u>	Constructor	1000037165	NA	WPCP	\$800.00	SLBE	City	

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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>G.Scott Asphalt, Inc.</u> Address: <u>358 Trousdale Dr</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-420-1859</u> Email: <u>estimator@asphaltrepairs.com</u>	Constructor	1000004252	612545 Class A, C12	RPMS	\$528,084.49	DVBE SLBE	City	
Name: <u>Vic Salazar Communications</u> Address: <u>5205 Kearney Villa Way, # 107</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>619-517-4744</u> Email: <u>vic@vicsalazar.com</u>	Constructor	1000364796	NA	Community Outreach	\$64,990.00	ELBE/SLBE MBE DBE	City CPUC Caltrans	

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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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Name: <u>Hoffman Trucking</u> Address: <u>700 Martos Place</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-559-4550</u> Email: <u>mhhoffmantrucking@gmail.com</u>	Constructor	1000009690	NA	Trucking	\$51,000.00	SLBE	City	
Name: <u>Southwest Pipeline & Trenchless</u> Address: <u>22118 South Vermont Ave.</u> City: <u>Torrance</u> State: <u>CA</u> Zip: <u>90502</u> Phone: <u>310-329-8717</u> Email: <u>rbolger@swpipeline.com</u>	Constructor	1000002176	773862	Rehab sewer & laterals	\$585,853.00			

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Name: <u>Sealright Paving</u> Address: <u>9053 Olive Drive</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>619-465-7411</u> Email: <u>estimating@sealrightpaving.com</u>	Constructor	1000039542	364113	AC Paving	\$195,353.	SLBE MBE DBE	City	
Name: <u>Piperin</u> Address: <u>510 Venture Street</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-305-7248</u> Email: <u>craig@piperincorp.com</u>	Constructor	100000485	964028	Lateral Replumb & Lining	\$1,346,500	SLBE	City	

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: <u>National Coating & Lining</u> Address: <u>26713 Madison Ave.</u> City: <u>Murrieta</u> State: <u>CA</u> Zip: <u>92562</u> Phone: <u>951-471-3388</u> Email: <u>jim@nc-lc.com</u>	Constructor	1000013795	886430	Manhole Rehab	\$86,240	OBE		
Name: <u>Easy Flow</u> Address: <u>12530 Stowe Dr.</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>909-908-7300</u> Email: <u>adam@trenchlessrehab.com</u>	Constructor	1000010925	960845	4" Lateral rehab	\$181,460	SLBE	City	

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

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

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

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

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

Form AA05 -Design-Build List of Subcontractors to be Included in the Price Proposal Only

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 [ⓐ]	WHERE CERTIFIED [ⓑ]
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	NONE						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ⓐ As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

- ⓑ As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

Form AA25 – Design-Build Named Equipment/Material Supplier List to be Included in the Price Proposal Only

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

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 is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor)** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: El Cajon Grading & Engineering Co., Inc.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**** USE ADDITIONAL FORMS AS NECESSARY ****