

PRE-CONSTRUCTION MEETING MINUTES



**PUBLIC WORKS DEPARTMENT
Construction Management and
Field Engineering Division**

Date:	7/23/2024
Time:	9:00 AM
Location:	9573 Chesapeake Drive San Diego CA, 92123 – Conference CMFE 1 North Compactor Room (Cap 22)
Project:	Olive Grove Community Park ADA Improvements
WBS No.	S-15028
Distribution:	Attendees
Requested By:	Nick D’Amico (Resident Engineer)

The purpose of the meeting is to discuss: (1) the contract conditions during construction, (2) scope of work, and (3) City policies and procedures during construction of the project.

- 1. INTRODUCTIONS AND SIGN IN SHEET**
- 2. POINT OF CONTACT**

The Resident Engineer (RE) is the single point of contact between the City and Contractor. All communication and correspondence between the City and Contractor shall be routed through the RE unless otherwise determined by the Resident Engineer or Construction Manager. The Construction Manager is the backup contact in the event the RE is not available.

Contractor is: **De La Fuente Construction, Inc.
3025 Beyer Blvd, Suite E-101
San Diego, CA 92154**

	Name	Phone No.	Email
Contractor	De La Fuente Construction Inc.		
Contractor Project Manager	Michelle Elston	619 941.5316	melston@dlfci.com
Contractor Superintendent	Ruben Servin	619-679-3491	rservin@dlfci.com
Contractor 24 Hour Emergency	Hiram Jimenez	619 864.0257	hjimenez@dlfci.com >
City Resident Engineer	Nick D’Amico	619-855.3408	NDAmico@sandiego.gov
City Construction Manager	Yousif Benyamin	858-573.5004	Ybenyamin@sandiego.gov
City Project Manager	Bryan Salguero	619-533-5133	BSalguero@sandiego.gov

3. SCOPE OF WORK

Olive Grove Community Park ADA Improvements: The scope of work includes resurfacing and restriping the existing parking lot, proposed new trash enclosures, new pedestrian plaza area, and upgrades to the driveway entrance and curb ramps. Removal and replacement of play equipment with rubberized surface and accessibility upgrades with a permeable subgrade, resurfacing of the basketball court, addition of accessible bleachers, and replacement of fencing and walkways for accessibility throughout the site. Planting and irrigation improvements throughout the site. Lastly, renovation and reconfiguration of the existing comfort station to individual stalls and upgrades to meet ADA standards and new drinking fountains.

The site location is **6075 Printwood Way, San Diego, CA 92117**

4. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK (WHITEBOOK 6-1)

- After notification of award of the contract and prior to start of any work, the Contractor shall submit his proposed construction schedule to the Engineer for approval.
- The project contract duration is **286** working days.
- The project will be managed with Virtual Project Manager software (VPM).
- Working hours will be from **7:00AM to 5:00PM**
- Unless otherwise indicated in the contract documents or approved by the Engineer, work at the site shall be performed during normal working hours. If a request for working outside of the normal hours is approved, the Contractor shall be responsible for reimbursing the City for all costs to provide inspection services.
- The Resident Engineer will prepare and provide to the Contractor a weekly statement report showing the number of working days originally specified, and the number of working days remaining in the contract time. Comments or protests will have to be forwarded to the Resident Engineer within 15 working days after receipt of the weekly statement report.
- **It was agreed that the NTP date will be August 5, 2024.**
- **The Contractor will submit their construction schedule later today.**
- **RE will try to assist City Project Manager with VPM issues.**

5. REQUIRED PREVAILING WAGE PAYMENT RECORDS AND REPORTS (GREENBOOK Part 1, Section 5-3.2 & WHITEBOOK Part 1, Section 5-3.3)

- Compliance Department – Prevailing Wage Unit (PWU)
 - Labor Compliance Officer (LCO) – **Oliver Camacho, 858-627-3273**
 - Unit Supervisor – Angel Bustos, Principal Contract Specialist, 858-627-3293
- LCO will highlight the State and/or Federal Labor Law Requirements applicable to the subject contract. Labor Compliance requirements can be found in the contract and documents reference therein and in the Prevailing Wage Unit Preconstruction Conference Packet issued by the assigned City LCO. They include but are not limited to;
 - a) Payment of Prevailing Wages
 - b) Submission of Required Documentation (Reports)
 - c) Apprenticeship Requirements
 - d) Site Visits
 - e) Prism Compliance Portal (Weekly Certified Payroll Reporting)

***Note**

- The Equal Opportunity Contracting Department (EOC) is responsible for the review and approval of Final Summary Reports (FSR), Monthly Invoicing Reports (MIR) and Monthly Workforce Reports (MER).
- Subcontractor Substitution Requests must be made in writing to the P&C Contracts Division by the Prime Contractor and subsequently, written approval by the City must be issued prior to any work performed.

6. SUBSTITUTION OF SUBCONTRACTORS (WHITEBOOK Part 0, Section A, Subsection 0-8)

Listed Subcontractors and Suppliers shall not be substituted without the express authorization of the City or its duly authorized agent. Requests for Subcontractor or supplier substitution shall be made in writing to Public Works Contracts with a copy to the Engineer.

7. INSPECTION AND CITY LAB (GREENBOOK & WHITEBOOK 3-5)

- The work is subject to inspection and approval by the RE. Any work done without proper inspection will be subject to rejection. The Contractor is responsible for the inspection of all Work performed in accordance with a permit. Inspection of the work does not relieve the Contractor of full compliance with the Contract Documents.
- City Lab inspections are required for work within public right of way. First time request shall be made 48 hours in advance, all subsequent requests must be made by noon the day before work is being performed. Inspections request shall be submitted to materialstestinglab@sandiego.gov.
- **City Lab Handouts were emailed to the Contractor. All lab requests need to be made through email, not over the phone.**
- **City Lab will perform testing and compaction inspections for the on site concrete.**
- **Specialty Inspection (SSP 4-3.4)**
Third Party Certified Playground Inspection for play equipment and play surfacing is required.
- **This project does have Special Inspections performed by a third party inspector. See Structural plan sheets.**

8. TRAFFIC CONTROL PLAN (WHITEBOOK 601-2.1)

The Contractor shall submit Traffic Control Plans (TCP) as specified in the contract documents to the Traffic section for approval prior to beginning construction activities. Traffic and Electrical sections are to be notified prior to any work related to traffic signals, streetlights, re-striping, and/or traffic loops.

The contractor shall obtain a traffic control permit a minimum of 5 days prior to commencing work.

9. SURVEY (WHITEBOOK 400-2, GREENBOOK 3-10)

The Contractor shall not disturb survey monuments. Monument Preservation shall be performed by the City Survey section on all projects unless permission is obtained for these services in writing by CMFE. Any damaged survey monuments shall be replaced by a licensed Surveyor at the expense of the Contractor and may be subject to civil penalties. The Contractor shall notify the RE in writing at least 48 hours in advance before survey services will be required.

NOTE: Survey office is closed on Mondays.

Per Contract **K-24-2272-DBB-3 page 52, section 3-10.1 General.**

1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, “Survey Services Provided by City”.
2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

10. CONSTRUCTION STORM WATER (WHITEBOOK 1001-1)

The Project is subject to the Storm Water pollution control requirements listed on the Plans or Specifications. Contractor shall conform to all applicable local, state, and Federal regulations and laws pertaining to water pollution control. Contractor shall conduct and schedule its operations and follow and implement best management practices in such a manner as to prevent water pollution.

Contractor received the storm water pre-con packet, which needs to be signed and returned.

11. PUBLIC RELATIONS/COMMUNITY OUTREACH (WHITEBOOK 5-10)

To ensure consistency with the City’s community outreach plan for the project, the City will work with the Contractor and the City Public Information Officer (PIO) to inform the public of construction impacts. All media communication must be handled by the PIO. Tyler Becker is the PIO.

Phone: 619-533-4207

E-Mail: engineering@sandiego.gov

Door hangers will be distributed to properties within a 300-foot radius of the project footprint five working days before construction or survey activities impacting the community. Construction notices to be distributed to neighborhood & nearby schools. City requires photos documenting the distribution of door hangers.

- Contractor has the door hangers.

The Mayor’s office would like to hold a groundbreaking ceremony possibly the week of August 5th.

12. ENVIRONMENTAL SERVICES (WHITEBOOK 5-14 – 5-15.17 & 306-3.3.5)

If hazardous materials are encountered, the Contractor shall stop Work in the affected area and notify the RE immediately.

13. ENVIRONMENTAL/ MITIGATION REQUIREMENTS (WHITEBOOK 5-1.1)

Contractor shall follow any environmental or mitigation requirements in the Contract Documents. For a list of Environmental and Safety Laws to be observed, see WB 7-13.1

Due to clearing and grubbing in the project scope, a Bird Nesting Survey is required to be conducted within 10 calendar days prior to the start of construction activities. This is included in the contractor’s scope and bid. The preconstruction **Bird Nesting Survey** shall follow the guidelines in White Book (2021) Section 300-1.1 in compliance with the Migratory Bird Treaty Act. The report needs to be submitted to the City EPS team.

- February – September is the bird nesting season.
- If 10 days elapse without construction activities, then the nesting survey needs to be re-done.

Trees

- The City Arborist, Erich Kast, is available for any tree questions that may arise.
- There is Xyella in the area. Erich would like to review any submittals for plant materials.
- If any olive trees are removed, Parks & Rec would like to keep the wood.

- Tree protection during construction needs to follow the Whitebook requirements.

14. PERMITS (WHITEBOOK 2-2)

The Contractor shall obtain and pay for all business taxes, permits, and fees required for constructing the Project and licenses and inspections necessary for the proper execution and completion of the Work unless specified otherwise in the Contract Documents.

Per Contract **K-24-2272-DBB-3** page 51, **2-2.1 Building Permits**,

You shall obtain the following permit:

a) DSD PTS 666741 – Building permit, Electrical permit, and Plumbing permit.

- Project Manager has already pulled the permit. The Contractor has submitted the paperwork and paid the fee to have the permit transferred to their name.

15. PROGRESS MEETINGS

The RE shall schedule progress meetings on a bi-weekly or as needed basis.

- Wednesdays are preferred.

16. CONTRACT DOCUMENTS (GREENBOOK 3-7.1)

The Contractor shall keep at the work site a copy of the plans and specifications, to which the RE shall have access at all times. The Plans, Specifications, and other Contract Documents shall govern the work.

17. RED LINES AND RECORD DOCUMENTS (WHITEBOOK 3-7.3.1 & 3-13.1.1)

Keep to the satisfaction of the Engineer accurate, legible, and current records on a set of full size Plans the additions and deletions to the Work and of changes in location, elevation, and character of the Work not otherwise shown or noted in the Contract Documents. Failure to update and deliver Red-Lines information monthly to the Engineer for review and approval may result in the withholding of monthly progress payments. Deliver the Red-lines to the Engineer upon completion of the construction Work.

18. PRECEDENCE OF CONTRACT DOCUMENTS (WHITEBOOK 3-7.2)

If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. For order of documents please follow WHITEBOOK Section 3-7.2

19. SUBMITTALS AND REQUESTS FOR INFORMATION (RFIs) (GREENBOOK 3-8 & WHITEBOOK 1-7.1.3 & 3-8.1)

- Submittals shall be provided as specified or when requested by the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The Contractor shall allow a minimum of **20 WD** for review of submittals.
- Should the Contractor discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when proposing deviations to the standards or design, submit an RFI to the City regarding the question or clarification within **1 WD**. The City will respond to **RFIs** within **5 WD** unless the City notifies in writing that a response will take longer. The RFI shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification

Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.

- **The Project Management team requested that the City submittal cover sheet be used on all submittals.**

20. ELECTRONIC COMMUNICATION (WB 5-13)

Contractor shall post all communications addressed to the RE concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects.

RFIs and Submittals will have to be submitted directly via VPM. VPM will forward all communication simultaneously to the stakeholders identified as project participants in VPM for review and approval.

The RE will prepare and provide to the Contractor a WSWD in VPM. Comments or protests are to be provided to the RE within 15 working days from the reported date.

21. SUBSTITUTION OF MATERIALS (WHITEBOOK 3-8.1 & 4-6)

Product substitution procedures should follow section 3-8.1 for items on the City's Approved Materials List and 4-6 for Trade Name items.

22. WORKSITE MAINTENANCE (GREENBOOK 3-12)

Throughout all phases of construction, including suspension of Work, and until acceptance, the Contractor shall keep the Work site clean and free from rubbish and debris. Remove graffiti encountered on the Site within 24 hours.

23. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS (WHITEBOOK 400-1)

The City reserves the right to repair damages to the City's facilities caused by the operations of the Contractor, and at the expense of the Contractor. To document Site deficiencies for which the Contractor will not be responsible, the Contractor shall document the existing conditions of the Site with video and photographs prior to starting work.

24. STAGING AND STORAGE AREAS (WHITEBOOK 3-12.4.1 & 3-12.4.3)

The staging area will be within the Projects work limit. Storage and staging areas are the Contractor's responsibility. The storage and staging areas shall be as close as possible to the Site. The Contractor is responsible for obtaining any permits, leases, or any other items necessary to obtain staging areas.

Equipment and material storage shall be confined to areas approved by the RE. Contractor shall return the storage and staging area and the adjacent area to an equal or better condition as deemed necessary by the RE, at no additional cost to the City. Therefore, the Contractor is to document existing conditions.

The Contractor plans to use the parking lot, by the trash enclosure, as their staging area. They will submit a marked up plan showing this.

25. SAFETY/HAZARDS RISKS AND SECURITY (GREENBOOK 5-7)

The Contractor shall provide safety measures as necessary to protect the public and workers within, or in the vicinity of, the Work site. The Contractor shall ensure that its operations will not create safety hazards.

26. PROJECT IDENTIFICATION SIGN (WHITEBOOK 3-11.2)

The City will provide a (2) project signs. Signs shall be installed at the work locations and maintained in a manner approved by the RE.

- The City sign shop may not be able to complete the order in time. The City may ask the Contractor to have the (2) signs made.

27. PROGRESS PAYMENT (WHITEBOOK 7-3.2 & 6-1.1.1.e)

- By the 10th day of each month, the Contractor shall sign, fill out, and submit to the RE a partial payment estimate that identifies acceptable Work performed during the previous month.
- For application for progress payments, the Contractor shall use the format required by the City. An electronic copy of the invoice form is available from the RE upon request.
- The City shall not pay progress payments until the Contractor submits to the RE an **updated construction Schedule**. It is solely the responsibility of the Contractor to prepare and submit the Schedule updates. With every pay request, the Contractor shall provide an updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts. The cash flow forecast shall be submitted in the required City format. An example can be provided if needed.

28. LIQUIDATED DAMAGES (WHITEBOOK 6-9)

For projects with a contract value of \$2,000,001 to \$5,000,000, the **liquidated damage** amount shall be **\$3,000 per calendar day**.

29. AFFIDAVIT OF LEGAL DISPOSAL (WHITEBOOK 3-12.1.1)

As a condition of final payment, the Contractor shall submit a signed and notarized affidavit stating that all soil, brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner.

30. SMOKING, DRUG, AND ALCOHOL-FREE CONSTRUCTION WORKPLACE

Per City Council Policy 100-17, the unlawful manufacture, distribution, possession, or any use of drugs and alcohol are prohibited on the construction site. Smoking is also prohibited.

31. CONTRACTOR EVALUATIONS

The Contractor shall be evaluated by the City throughout the duration of the project. If there are any concerns, the RE will issue an intermediate evaluation to alert the Contractor. A final evaluation will be prepared and submitted by the RE at the end of the project.

32. WARRANTY & GUARANTEE (WHITEBOOK 3-13.3)

The Contractor shall warranty and repair all defective materials and workmanship for a period of 1 year. The warranty period shall start on the date the Work was accepted by the City unless the City had beneficial use. The warranty period for specific items covered under manufacturers or suppliers

warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing. In addition, you shall warranty the Work against all latent and patent defects for a period of 10 years. Any other extended warranty items shall be warranted as specified by the contract.

33. REMINDER

Prior to the start of work the contractor shall have:

- a) Approved Traffic Control Permit.
- b) Approved WPCP.
- c) Accepted P6 Cost Loaded Schedule, to include Critical Path Method (CPM) and Schedule of Values (SOV)

34. OPEN DISCUSSION

- Park Inspection Stages on the plans will be followed.
 - i. Demo Walk will be next with Parks & Rec
 - ii. Parks & Rec also recommends a walk to verify the function of the existing irrigation system with the maintenance crews.
- Add Charlie Daniels and Kaitlyn Porter to the project in VPM
 - i. It will be helpful if the Contractor can provide a submittal log so Parks & Rec can identify which submittals they want to review.
- The Contractor is responsible for maintaining the landscaping within their work areas.
- The Project Manager asked if the water system on top of the chain link fence along the school was functional.
 - i. Parks & Rec said this is an old style of system and is most likely not working.
- The walkway going to the school may be shifting a little. Project Manager will provide a detail showing this change. Any irrigation changes will need to be shown as well.