

RESOLUTION NUMBER R- 315817

DATE OF FINAL PASSAGE OCT 14 2024

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING A CONTRACT WITH J.R. FILANC CONSTRUCTION COMPANY, INC., FOR THE PURPOSE OF PROVIDING DESIGN AND CONSTRUCTION SERVICES FOR THE PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION PROJECT AND RELATED ACTIONS.

RECITALS

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

A. The City of San Diego's (City) Pump Station 1 (PS1) wastewater collection system is one of the largest and most critical pump stations within. PS1 has been in service since 1963 and collects sewage generated by City and other participating agencies within the County of San Diego.

B. Wastewater from the South Bay region is delivered to PS1 via the South Metro Interceptor, located at 3550 East Harbor Drive, and discharges an average of 75 million gallons per day. PS1 pumps wastewater north to the City's Pump Station 2 and must operate 24 hours per day, 7 days per week, without disruption during construction.

C. This contract provides design and construction services to upgrade, rehabilitate, and modernize PS1 (Project). The Project includes necessary capital improvements to comply with San Diego Regional Water Quality Control Board Cease and Desist Order No. R9, 2023-0016 which must be completed by December 31, 2028, and provides facility enhancements and modernization for increased reliability, including full replacement of several components (bar screen, pipe supports and straps, pump supports, pumps, shafts, and motors), electrical and instrumentation upgrades, additional monitoring systems, replacements of facility piping and

valving, safety enhancements, replacement of sluice gates and motors, concrete repairs, operational improvements, and other work within the pump station.

D. The City advertised this Project in April, 2024, and received a bid from J.R. Filanc Construction Co. Inc. (J.R. Filanc) on July 10, 2024. After reviewing construction surety bonding, insurance documents, and Equal Opportunity Contracting Program compliance, the City confirmed J.R. Filanc was the lowest responsible and reliable bidder.

E. The Office of the City Attorney prepared this Resolution based on the information provided by City staff, with the understanding that this information is complete and accurate.

ACTION ITEMS

Be it resolved by the Council of the City of San Diego:

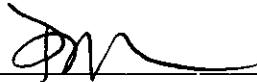
1. The Council approves a Contract with J.R. Filanc Construction Company, Inc. for the purpose of providing design and construction services for the Pump Station 1 Improvements and Modernization Project.

2. The Mayor or designee is authorized, on the City's behalf, to sign and deliver the Contract. When signed by both parties, the Contract will be placed on file in the Office of the City Clerk as Document No. RR- **315817**.

2. The Chief Financial Officer is authorized to expend an amount not to exceed \$93,282,580; of which \$15,282,580 is for the first phase from CIP L-24000, PS 1 & 2 Improvements & Modernization (L-24000.1, PS 1 Improvements & Modernization), Fund 700009, Metro Sewer CIP for the purpose of funding the Contract, contingent upon the Council appropriating funds for any payments to Contractor in each applicable fiscal year and

the Chief Financial Officer first certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By 
Bonny Hsu
Deputy City Attorney

BH:cw
September 17, 2024
Or.Dept: Engineering & Capital Projects
CC No.: 3000017064
Doc. No.: 3779923

I certify that the Council of the City of San Diego adopted this Resolution at a meeting held on OCT 08 2024.

DIANA J.S. FUENTES
City Clerk

By 
Deputy City Clerk

Approved: 10/11/24
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

DEPUTY CITY ENGINEER

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

PARITA AMMERLAHN

For City Engineer

4/12/2024

Date

Seal:



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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

- 1.1.1. This is the City of San Diego's (City) second step in the two-step solicitation process to acquire Design-Build services for the **Pump Station 1 Improvements and Modernization** 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 solicitation process to acquire Design-Build services for a Design-Build project to Upgrade the mechanical screens, rehabilitate wet wells #1 & #2, rehab/replace all six (6) pumps and rotating assemblies; replace the motors to work with the associated VFDs, replace the existing motor starters and liquid rheostats with variable frequency drives (VFD), replacement of all suction pipes, replacement of the six (6) 48" suction gate valves, replacement of the six (6) 36" discharge gate valves, replacement of the existing 30" cone valve system, removal of the existing venturi flow meters and replacement with new modern flow meters on new discharge piping. For additional information refer to Attachment A.

3. **COMPETITION:** This RFP is being issued only to the shortlisted contractors pursuant to RFQ K-24-2220-DB2-3.
4. **PROPOSAL DUE DATE AND TIME ARE: MAY 21, 2024 at 2:00 PM.**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$57,800,000.**
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**

All electrical work that falls within the classification of a C-10 License shall be performed by a prime contractor or a subcontractor with a valid C-10 License.
7. **CONTRACT PERIOD:** The Project shall be completed within **958 Working Days** from the Notice to Proceed (NTP).

See additional Information in the Scope of Work Section of Attachment A.
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. **MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT:**

10.1. MANDATORY ONLINE PRE-PROPOSAL MEETING:

Prospective Bidders are **Required** to attend the Pre-Proposal Meeting.

The Pre-Proposal Meeting will be held on **Thursday, April 25, 2024**, at **10:00 A.M.** (PDT) at:

Microsoft Teams Meeting:

Join on your computer, mobile app or room device

[Join the meeting now](#)

Meeting ID: 225 629 384 039

Passcode: LjNuBS

Dial-in by phone

[+1 945-468-5511,,828840665#](#) United States, Dallas

[Find a local number](#)

Phone conference ID: 828 840 665#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Please Note: You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

Bidders may not be admitted after the specified start time of the Mandatory Pre-Proposal Meeting.

- 10.2. PRE-PROPOSAL SITE VISIT:** All those wishing to submit a proposal are **MUST** visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Proposers with the Site conditions. To request a sign-language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division, at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. **Failure to attend the Mandatory Pre-Proposal Site Visit may result in the Design-Builder's proposal being deemed non-responsive.** The Pre-Proposal Site Visit is scheduled as follows:

Time: 9:00 A.M.
Date: April 29, 2024
Location: 3550 East Harbor Drive, San Diego, CA 92101

- 11. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

- 11.1.** 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	8.1%
2. ELBE participation	14.2%
3. Total mandatory participation	22.3%

- 11.2.** The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.

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

- 11.3.1.** Attend the Mandatory Pre-Proposal Meeting as described herein.

- 11.3.2.** Attend the Mandatory Pre-Proposal Site Visit as described herein.

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

OR

- 11.3.3.** Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in

this solicitation by 5 PM 3 Working Days after the Bid opening 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

12. SELECTION AND AWARD SCHEDULE:

- 12.1. 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:
- 12.2. Mandatory Pre-Proposal Meeting **April 25, 2024**
- 12.3. Mandatory Pre-Proposal Site Visit **April 29, 2024**
- 12.4. Proposal Due Date **May 21, 2024**
- 12.5. Selection and Notification **June 6, 2024**
- 12.6. Limited Notice to Proceed **TBD**

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

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

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 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.
1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
 2. The Price proposal, which should detail the cost structure and include any forms as required herein.

2.7. RECAPITULATION OF THE WORK. Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

2.8. PROPOSALS MAY BE WITHDRAWN by the Proposer prior to, but not after, the time set as Due Date and Time.

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

2.9. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division, Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1. The proposer, by submitting its electronic proposal, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic proposal, the proposer certifies that the proposer has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its proposal, the proposer acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

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

3.4. Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.

3.5. The Proposer agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

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

5. EQUAL OPPORTUNITY CONTRACTING

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

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

5.3. Design-Builder's Work Force

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

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

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

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

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

5.4.1. The Design-Builder shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities.

The Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment or other sanctions.

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

5.5. Contractor Registration and Electronic Reporting System

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

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

- 5.5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer
- 5.5.3.** Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

<http://stage.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:

Brittany Friedenreich at BFriedenreic@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 Contracts.

7.2. The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, local conditions, and as to the requirements of the Contract Documents.

8. CHANGES TO THE SCOPE OF WORK: Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall

obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards

9. **DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.
10. **BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.
11. **SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

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

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

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.

- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

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

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

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

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

11.2. PRICE PROPOSAL REQUIREMENTS

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

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

11.2.3. The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.

11.2.4. In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.

11.2.5. The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

12. SELECTION CRITERIA AND SCORING

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

13. SUBCONTRACTOR INFORMATION:

- 13.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 3-2, "SELF-PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- 13.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 13.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on 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" 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/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD032324-07
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

CERTIFICATIONS AND FORMS

CERTIFICATIONS AND FORMS

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

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 BRIDGING
DOCUMENTS**

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

1. Project Description
2. Scope of Work
3. City Services
4. City Provided Information
5. Review of The Design/Builder's Design Submittals
6. Photo Log and Videotape
7. Coordination
8. Existing Information
9. Requests For Clarifications or Information (Post Award)
10. Substitutions Of Products, Manufacturer, and Construction Method
11. Design Criteria and Procedure for Review Of Design Materials
12. Surveying
13. As-Built Information
14. Environmental And Permit Support
15. Owner/Governmental Approvals
16. Review of Contract Documents and Field Conditions
17. Local Condition
18. Access to the Work
19. Supervision
20. Authorization to Proceed
21. Design Calculations
22. Plan Checks - at Major Completion Levels, Design
23. Shop Drawings, Material Submittals, and Sample
24. Design Development

25. Design Submittals
26. Quality Assurance and Control
27. Quality Assurance / Quality Control Guidelines
28. Noise Abatement and Control
29. Project Meetings
30. Red Lines
31. Record Keeping
32. Required Test/Material Certificates
33. Storm Water Management Discharge Control
34. Reference standards
35. Design Guidelines
36. Bridging Documents
37. Supplemental Requirements

1. Project Description

- 1.1.** PS1 is a critical asset and must provide reliable uninterrupted service. The condition of various components of the pump station must be understood by the Design/Builder before beginning work.
- 1.2.** The City has been experiencing service disruptions in the performance of several assets at PS1. During physical inspections of the SMI in 2016, inspections were abandoned because of leakage of the influent sluice gates at the PS1 influent structure. Operators have indicated failures of the screening facility at PS1, which is causing significant debris and rag build-up in the channels and will eventually impact the pump life.
- 1.3.** The City partnered with HDR and Kimley-Horn (2018 and 2024) to assess the condition of PS1 as part of the wastewater facilities condition assessment contract and resulted in the attached Condition Assessment Reports and Bridging Documents.
- 1.4.** Pump Station 1 (PS1) is one of the largest and most critical pump stations within the City of San Diego's (City) wastewater collection system. Wastewater from the South Bay region is delivered to PS1 via the South Metro Interceptor (SMI), PS1, located at 3550 East Harbor Drive, and discharges at an average of 75 million gallons per day (mgd). PS1 has been in service since 1963 and has been upgraded in phases in 1979, 1992, and 1994. The pump station is fitted with a total of six pumps: five duty, plus one standby; vertical shaft driven centrifugal pumps—each rated for a maximum capacity of 33,000 gallons per minute (gpm) - and 600 horsepower (hp) electrical motor. PS1 has a rated capacity of 155 mgd or 108,000 gpm.
- 1.5.** PS1 is also used as a waste disposal for private liquid waste haulers and the City's sewer vacuum trucks. PS1 is manually operated with one operator on duty 24 hours a day, 7 days a week. The operator selects the number of pumps in service, monitors the wet well levels, and controls the pump speed. The operation data is available via the distributive control system (DCS) screen to the operator. PS1 has the following existing components:
 - 1.5.1.** A complete headwork facility with an influent structure, motorized sluice gates, Parkson Aquaguard traveling screens, serpentine conveyors, screening hopper, and bin. The screen facilitates will be designed for the removal of rags and debris that may cause wear and harm to the downstream pumps.
 - 1.5.2.** Two forced draft cooling towers to allow cooling of the liquid rheostats for controlling the pump's speed.
 - 1.5.3.** An odor control system with horizontal mist scrubber, exhaust stack, sodium hydroxide, sodium hypochlorite, and ferric chloride feed systems. The odor control system removes foul air from the influent structure and the screens room.

- 1.5.4.** 6 centrifugal shaft driven pumps and appurtenances. Pumps 1, 2, 3 and 4 are controlled by liquid rheostats and Pumps 5 and 6 are constant speed units with synchronous motors and a solid soft start.
- 1.5.5.** PS1 discharges into two 54-inch-diameter discharge headers. The two discharge headers combine into a 72-inch-diameter force main. The 9,800-foot-long force main discharges into a 78-inch-diameter SMI sewer pipe in the San Diego downtown area just west of the intersection of 26th Street and Newton Avenue. The SMI delivers the wastewater to PS2.

2. Scope of Work

- 2.1.** The Scope of Work defines the extent of Design/Builder services necessary to complete the required work and documents specified herein for Design (Plans, Specifications, and Estimate), and Construction of the Pump Station 1 Improvement and Modernization, herein referred to as the PROJECT. This Scope of Services is to be reviewed along with the Condition Assessment Reports for the PROJECT dated May 11, 2018, by HDR and February 23, 2024 by Kimley-Horn and the Bridging Documents Report dated March 22, 2024 by Kimley-Horn which are considered an extension of this Scope of Services.
- 2.2.** The scope of work includes work elements that need to be completed and operational by Dec 2028. Please refer to the Bridging Documents, Drawing M05 for full list of scope of work and Section 2 and 3 of Bridging Documents for description of Phases 1 and Phase 2 and Proposed Scope of Work. Final schedule to be completed by the Design Builder and submitted to the City before work commences.
- 2.3.** The selected Design/Builder shall review the recommendations outlined in this Request for Proposals, inspect the pump station, become familiar with its layout, operations, constraints, and proposed work, and prepare contract documents which can be constructed to complete the PROJECT.
- 2.4.** The Design/Builder will be required to perform all the analysis, studies, environmental review, and approvals necessary to finalize the design and prepare the specifications and perform construction using the current City of San Diego standard construction specifications requirements.
- 2.5.** The Design/Builder will be required to submit a Basis of Design Report based on the performance requirements specified in the Bridging Documents, as well as a design package for review at 30%, 60%, 100% and Final Design. Each milestone will have minimum requirements of completion to be accepted and reviewed by the different departments within the City. Each review cycle will require the Design/Builder to attend comment review meetings with all the reviewing parties, as well as several as-needed intermediate meetings to resolve questions and conflicts. The Design/Builder will also be required to go through the City's plan check process at 60% and 100% and meet all City of San Diego requirements.

- 2.6. The Design/Builder will also provide construction phasing to ensure uninterrupted operations and site restoration, coordinate the resolution of all potential utility conflicts, and secure all the environmental permits and any other permits or temporary easement access rights, if any, required to complete the design and construction of the PROJECT. The Design/Builder will provide design and construction services, construction support, and as-built services.
- 2.7. This project contains critical electrical and Instrumentation and Control (I&C) design work that must be done carefully and thoroughly to avoid future issues and project challenges during startup. In this project, the Design Builder shall develop the plans in full compliance with the main National Fire Protection Association (NFPA) Standards which are adopted by the federal and state agencies as codes: for Fire Protection in Wastewater Treatment, and Collection Facilities, and for Electrical Safety in the Workplace. Or any other requirements for compliance such as Harmonic Control in Electrical Power Systems.
- 2.8. **Pump Station Project (PS1)** - Pump system improvements include, but are not limited to, the work identified in the Bridging Documents and listed below:
 - 2.8.1. The design stage will need to account for the following activities not developed during the bridging documents.
 - 2.8.2. Confirm the pump discharge rate and total dynamic head (TDH) for the new pumps.
 - 2.8.3. Confirm the system envelope which covers all possible points of operation.
 - 2.8.4. Select pumps.
 - 2.8.5. Verify selection of motor – determine whether existing motors can be rewound and reused for new pumps or if new pumps will require new motors. A cost-benefit analysis shall be prepared by the Design/Builder and coordinated with the City to make a final selection of pump motors.
 - 2.8.6. Provide a narrative description of pump station operation, control strategy, and testing of the pump station in construction.
 - 2.8.7. Describe the approach to be used to minimize operational impact during construction.
 - 2.8.8. Provide criteria and requirements to be incorporated in the detailed design of the pump station.
 - 2.8.9. Prepare a Process Flow Diagram for the upgraded pump station.
 - 2.8.10. Prepare Process and Instrumentation diagrams for the upgraded pump station.

- 2.8.11.** Prepare control descriptions and Programmable Logic Control (PLC) system for the upgraded pump station.
- 2.8.12.** Design of temporary bypass for continuous pump station operation and in accordance with the Whitebook. Bypass operations shall be above ground without soil disturbance.
- 2.9.** The Work and Services required of the Design-Builder include those during the 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.
- 2.10.** 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 outlined in the Contract Documents.
- 2.11.** 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.
- 2.12.** 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.
- 2.13.** 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, such as 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.
- 2.14.** The Scope of Work and Services [Scope] shall also include but is not limited to the following:
 - 2.14.1.** Conducting investigations, as-built research, and all design and construction survey services including physical, 3D Survey and aerial surveys except monument perpetuation and preservation for the completion of design and construction work.
 - 2.14.2.** Preparing & completing BODR, 60%, 100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction.
 - 2.14.3.** Obtaining plan check approvals.

- 2.14.4.** Investigation and monitoring for the potential of any hazardous materials and coordination with local resource agencies.
- 2.14.5.** Geotechnical investigation and potholing, if any.
- 2.14.6.** Performance and implementation of QA/QC.
- 2.14.7.** Landscaping and re-vegetation plan, if required.
- 2.14.8.** Traffic control, striping, street resurfacing, stormwater permitting, and compliance, as required.
- 2.14.9.** Surface restoration for each phase of the project shall occur after construction for that phase and not at the end of construction of all phases.
- 2.14.10.** Coordinating with the City Project and Construction Managers and other utility owners/contractors
- 2.14.11.** Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.
- 2.14.12.** Determine if any special consideration will be required for hazardous materials per the Bridging Documents.
- 2.15.** 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.
- 2.16.** As required by California Government Code section 830.6, before construction, the design (including changes) for the Project and/or any portion thereof shall be approved by the Owners Advisor (Owner's representative or City Project Manager).
- 2.17.** The Design-Builder shall acquire a Permit to work on private property required to complete the design and construction of the Project.
- 2.18.** The Design-Builder shall coordinate with DSD, READ, National City, and private property owners and provide all materials necessary for the Easement Vacation submittal package that includes but is not limited to, Deeds/ Title Reports, Legal Descriptions, As-builts and Assessor's Plats (labeled with Assessor Number, address, and Property Owner's Name), if needed.
- 2.19.** The Design Builder shall acquire the required permits to complete the design and construction of the Project including the permit to do work on private property.
- 2.20.** The construction of Phase 1 which will replace and refurbish pumps and associated mechanical and electrical equipment is estimated four (4) years from January 2025 to December 2028, to ensure compliance with the CDO requirements. The duration of Phase 2 may be concurrent with Phase 1 and progress until the end date of 2028 (or some other time as determined by the City).

- 2.21** The project scope includes working on all six (6) pumps. The City desires to replace all six (6) pumps by December 2028. Based on the findings of the Kimley Horn study regarding pump part lead times and the imperative to meet the CDO deadline by December 2028, the City has formulated two alternative strategies as described below. It is the responsibility of the Design-Builder proposers to assess these alternatives for the pump-related tasks and furnish the most efficient and cost-effective solution in their technical and price proposal. The Design-Builder proposers are required to factor in all moratorium work and pump part lead times when preparing their proposals and if Alternative B is doable.

Both alternatives has deadline of December 2028.

2.21.1 Alternative Design A: Is what Bridging Documents is built on, based on Kimley horn research of pump part lead times and mortarium, It includes replacing pumps 1, 2, 3, and 5, and conducting repairs on pumps 4 and 6.

2.21.2 Alternative Design B: This alternative includes replacing all six (6) pumps.

3 City Services

- 3.1** The City will provide only the services listed in this section. All other services necessary for the complete design and construction of the Project shall be provided by Design-Builder.
- 3.2** The City might procure the services of an OA (Owner's advisor) to provide oversight and supervise the contract execution, and the services of the construction manager (CM) to augment the city CM service Manager if necessary, provide specialty inspections and provide independent and unbiased Inspection services throughout the project construction, commissioning, and post-construction.
- 3.3** Project Management and Administration. The City will respond to the Design Builder's written questions regarding the Project definition and scope within 15 Working Days of receipt. See The WHITEBOOK, General Provisions (B), subsection 2-1.6.
- 3.4** Submittal Review and Approval. The City will review each submittal within 20 Working Days of receipt. See The WHITEBOOK, General Provisions (A), subsection 3-8.1.
- 3.5** The city and/or city's representative (Owner's advisor) will provide Construction Management services including inspection services, (including any specialty inspection), administration, and material testing.
- 3.6** Corrosion inspection, if needed.
- 3.7** Survey monument preservation and perpetuation.
- 3.8** City-wide plan checking and fees.

3.9 One-time orientation on the use of the Capital Project's GIS and other databases that the City makes available to the Design-Builder.

3.10 Easement Acquisition, including right-of-way drawing, if required.

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.

4.2 Existing topographic maps, San Diego Geographical Information Source (SanGIS) Maps, and electronic files. The Design-Builder's expenses for copying will be reimbursed by City unless the copying was performed using City equipment and supplies.

4.3 One time access to the current CIP Tracking Database Software 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 Owners Advisor (Owners representative or an engineer) or designee at least 1 week in advance to reserve the computer work station.

4.4 Sample set of construction plans for a typical Project. The Design-Builder shall use the sample as minimum guidelines for the format and contents of Plans.

4.5 City's QA/QC checklists.

4.6 Access to Engineering Capital Project's on-line as-built drawings and available design survey information where available.

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

5.1 The Design-Builder shall allocate 20 Working Days for City to review and comment on each submittal and 2 weeks for the Design-Builder to respond and for final Working Days resolution of comments. It is the responsibility of Design-Builder to ensure each submittal is complete as set forth in the Contract Documents. Incomplete submittals will be rejected, and any delays caused by the Design-Builder's failure to ensure complete submittals shall be the total responsibility of The Design-Builder. The allocated 20 working days for City's review shall commence upon the receipt of complete submittals. To log and communicate the review comments, actions, and resolutions efficiently, the City intends to utilize a MS Access database or MS Excel spreadsheet to manage the design submittal comments for Basis of design report (BODR), 60%, 100%, and Final Designs. The Design-Builder shall review and respond to City's comments in the format provided by City.

6. Photo Log and Videotape

- 6.1** The Design-Builder shall comprehensively photograph and videotape the Project Site during design and before, during, and after construction of the Project and as needed. Prior to Acceptance, the Design- Builder shall prepare and submit the following items to City:
 - 6.1.1** A still-photo log including the photographs taken.
 - 6.1.2** One copy of each of the still-log photos bound in a three-ring binder; and
 - 6.1.3** Two copies of the Project CD in a form acceptable to City.
- 6.2** 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.

7. Coordination

- 7.1** The Design-Builder shall coordinate design and construction requirements with governmental entities and agencies, private utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.
- 7.2** Provide management support to the City in the execution of the PROJECT's design phase and construction phase. The Design Builder shall be responsible for overall Project Management, which will include activities such as but not limited to, preparing for and attending progress meetings, coordination with the CITY program management team, providing information and task progress updates, and documenting meetings, telephone conversations, and email communications.
- 7.3** Attend meetings as requested by the City and coordinate the preparation of supporting materials as required.
- 7.4** Provide status on project design/construction issues/problems. The project status log shall be organized by issue/problem subject matter. Action items shall be in one list.
- 7.5** Establish, monitor, and maintain PROJECT scheduling and budget controls. Initiate corrective action when deviations from scheduled task completions and budgets arise.
- 7.6** Maintain the PROJECT design schedule as a tool for managing and monitoring PROJECT progress. The schedule shall include PROJECT tasks, task interrelationships, milestones, and intermediate and final PROJECT deliverables, in accordance with the City of San Diego Guidelines and Standards.
- 7.7** Develop separate schedules for individual tasks, monitor continuously, and update to show actual and planned progress.

- 7.8** Develop the format of the final monthly progress report in coordination with the City's Project Manager. The report will be used by the City for briefings that may be required. The report shall be attached to the monthly progress invoice. Report contents include, but are not limited to:
- 7.8.1** Schedule Information,
 - 7.8.2** Percentage of individual task completion,
 - 7.8.3** Budget Information
 - 7.8.4** Problems Encountered
 - 7.8.5** Out-of-Scope Authorizations,
 - 7.8.6** Design/Builder Action Items,
 - 7.8.7** City Action Items, and
 - 7.8.8** Resolved Items and Resolution organized by issue.
 - 7.8.9** Provide coordination and communications between the City Project Management staff and the Design/Builder staff as necessary to keep the entire PROJECT Team informed of the PROJECT's progress on key issues and decisions. The Design/Builder shall inform the City of sub consultant activities and relay any feedback from City staff.
 - 7.8.10** Prepare monthly progress reports to provide coordination and communications between its own Project Management Team and individual Task Managers of the various PROJECT elements, activities, and tasks.
- 7.9** Meetings
- 7.9.1** Pre-Pre-Construction Meeting: The Design/Builder shall attend the meeting to prepare City field staff with key discussion points that will be explained to the contractor in the Pre-pre-Construction Meeting.
 - 7.9.2** Pre-Construction Meeting: The Design/Project Manager shall attend and participate in the pre-construction conference including a PROJECT site visit.
 - 7.9.3** The Design/Builder is responsible for attending all meetings scheduled related to the design and construction of the project. The Design/Builder shall prepare meeting agenda and minutes for all meetings and distribute these to attendees and others designated by the City's Project Manager. Ensure that all PROJECT Team action items are addressed by the appropriate task managers. Attend meetings as requested by the City and coordinate the preparation of supporting materials, as required. Provide the status on PROJECT design and construction issues/problems. The PROJECT status log shall be organized by issue/problem subject matter. Action items shall be on one list.
 - 7.9.4** The Design/Builder will conduct a design kick-off meeting and, the Design/Builder shall have its Project Manager and Project Engineer and

Construction Superintendent attend the meeting. The Design/Builder will present its PROJECT Schedule.

- 7.9.5** Design/Builder will lead monthly progress meetings with task managers and/or major sub-consultants assisting in performing work.
- 7.9.6** Design/Builder will lead monthly progress meetings with the City engineers, staff and operators, regulatory agencies, etc.
- 7.9.7** Submittal Meetings. The Design/Builder shall attend pre-submittal meetings and comment resolution meetings to review various design issues before and after the submittal. The meetings will be held before and after the Basis of Design Report, 60% Design, 100% Design, and Final Design.
- 7.9.8** Operations Meetings. The Design/Builder shall attend operations meetings to review various design issues during or after submittal. The meetings will be held during or after the preparation of the Basis of Design Report, 60% Design, 100% Design, and Final Design. The Design/Builder shall respond to Pump Station Operations comments in a form provided by the City.
- 7.9.9** QA/QC Meeting. The Design/Builder shall attend meetings with the City Quality Control / Quality Assurance section or the appropriate agency to discuss the plans, specifications, and bid items at 100% Design.
- 7.9.10** Agency Meetings. The Design/Builder shall attend all required meetings with various agencies requiring coordination for this PROJECT. These may include, but are not limited to Caltrans, MTS, California Coastal Commission, County of San Diego, City of National City, SDG&E, U.S. Navy, and various franchise utilities.
- 7.9.11** Condition Assessment Site inspections and Reports: The Design Builder shall perform semiannual site inspections during the design phase. The main purpose of the site visits will be to ensure that conditions in the field have not changed. These site inspections will be ongoing until the commencement of construction. The Design Builder shall provide a written summary after each site visit to the City's Project Manager. This summary shall include any observed changes to the site condition that will require modifications to the scope of work. The Design Builder shall summarize all communications occurred at the site, findings, pictures and any needed changes to the approach and any impact on the project progress and budget will be discussed with the City prior to further progression of the design. The site inspections and reports will be in the form of a memo stamped and signed by the engineer of record and will cover any ancillary tasks that could impact the integrity of the existing scope. Discussion of the findings will take place during regular progress meetings. Any change order resulting from the site inspections will be negotiated in good faith after the city's authorization.

8. Existing Information

- 8.1** 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 by the City pertaining to the Bridging Documents, conceptual plans, Project Site's description, rights-of-way, easements, surveys, existing utilities, soils, hazardous wastes, and geotechnical reports, etc., and shall verify the data and recommendations before including them into the Project design. The Design-Builder shall perform the 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.

- 8.1.1** Review existing records, review existing data including but not limited to geographic information system information, records, drawings, reports, maps, and other documents relevant to the limits and scope of this project.
- 8.1.2** Conduct site investigation, tests, and/or inspections of the existing pump station and force main to become familiar with the PROJECT and identify any issues that the Design/Builder determines may impact the schedule and construction of the PROJECT.
- 8.1.3** Coordinate with various utilities and agencies requesting existing utility mapping for the project areas and coordinate the temporary and/or permanent relocation of utility lines and appurtenances, if any.
- 8.1.4** Develop design Base Map which includes right-of-way, easement, and lot lines.
- 8.1.5** Review City-provided surveys and perform survey research from other agencies. Import files and check for areas needing additional surveys.
- 8.1.6** Perform as-built research and obtain all additional as-builts that have not been provided by the City.
- 8.1.7** Obtain and review franchise and agency-provided utility data. Plot on topographic mapping and create base sheets.
- 8.1.8** Review all available reports, construction and repair documents, and other materials as available that are pertinent to this PROJECT, including the Condition Assessment Report.
- 8.1.9** Investigate available means and methods for leak repair, construction joint sealing, concrete repair, and concrete waterproofing; make recommendations for materials and manufacturers based on the Design Professional's experience and evaluation.

9. Requests for Clarifications or Information (Post Award)

- 9.1** The Design-Builder shall submit all RFI's to the Owners Advisor (Owner's representative or / and City Project Manager) in writing. Oral communications shall not be relied upon unless confirmed in writing. RFI's shall be in a format acceptable to the Owners Advisor (Owners representative or And/ City Project Manager), 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.

10. Substitutions of Products, Manufacturer, and Construction Method:

- 10.1** Prior to receipt of the final design, the City will consider written substitution requests from the Design-Builder for substitution of products or manufacturers, and construction methods (if specified). After the City receives the final design, substitution requests will be considered only in the case of unavailability of a product or other conditions beyond control of the Design-Builder. The Design-Builder shall use Material Substitution request form City Standard Product Submittal Form.
- 10.2** 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:
 - 10.2.1** The Design-Builder has investigated the proposed substitution and has determined that it is equal to or superior in all respects to the specified manufacturer, product, or construction method.
 - 10.2.2** The Design-Builder will provide the same or better guarantees or warranties for the proposed substitution as for the specified manufacturer, product, or construction method.
 - 10.2.3** The Design-Builder waives all claims for additional costs or extensions of time-related to the proposed substitution that subsequently may become apparent.
- 10.3** The City will not accept a proposed substitution if any one of the following applies:
 - 10.3.1** Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
 - 10.3.2** Acceptance will delay the completion of the design-builder's Work or Services or the work or services of other City contractors
 - 10.3.3** The Design-Builder does not specifically identify a substitution that appears on a Shop Drawing and/or does not submit a formal substitution request.
- 10.4** The City will determine in its sole discretion whether the proposed substitute is equal to the specified manufacturer, product, or construction method. If the City determines that a proposed substitute is not equal to that specified, the Design- Builder shall provide the specified manufacturer, product, or construction method at no additional cost to the City or delay to the Project.
- 10.5** The City will consider only one substitution request for each product.

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

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

- 11.1** General - The design criteria presented herein shall apply to the design and new construction of PS1 equipment and sewer replacement, abandonment, rehabilitation, site preparation, and restoration as outlined in the Bridging Documents. Construction of the Project shall cause minimum interruptions in existing sewer services. Changes to the Bridging Document recommendations and construction methods shall be made only if approved by the City.

- 11.2** Design Responsibilities – The Design-Builder shall provide all Services for the Project. The Services shall include preparing the BODR report (Basis of design report), 60%, 100%, and Final Design plans for the Project [Final Design], including all necessary design and/or Construction Documents. The Services shall also include those required during construction and Project Completion. The Services shall be performed in accordance with all Applicable Laws and City policies.

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

11.2.2 The Design-Builder shall incorporate the requirements of permitting agencies as may become apparent during 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. In addition, the Design- Builder shall research and comply with all Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA, and the City Fire Department. The Design-Builder shall develop an air pollution control plan, a noise abatement plan, (WPCP) Water Pollution Control Plan, and a hazardous materials management plan and Community Health and Safety Plan (CHSP), if required, the Design-Builder shall send any hazardous plans to the Environmental Services Department (ESD) for review, per the Whitebook, Section 5-15.2.1, If required, the Design-Builder shall incorporate appropriate facilities into the design.

11.2.3 With prior authorization from the Owner's Advisor (Owner's representative or/ And City Project Manager), the Design-Builder shall provide additional geotechnical investigations and potholing to the extent the Design-Builder determines that they are necessary for the Final Design.

12. Surveying

- 12.1** Surveying services shall be performed or procured by the designated Design-Builder under the direction of a person duly authorized to perform land surveying by the California Board for Professional Engineers, Land Surveyors, and Geologists. Surveying services include but are not limited to, preliminary design surveys and construction staking.
- 12.2** The Design-Builder understands and acknowledges information provided by the City may not have sufficient accuracy and is preliminary in nature. The user or recipient assumes full responsibility for any risks resulting from any use of, or reliance upon, provided information. No design or construction survey services are provided by the City for this project.
- 12.3** The Design-Builder shall perform all design and construction surveys, as needed, to prepare construction plans, and as-built drawings, and construct the project in accordance with the City standards and guidelines as provided in project Bridging Documents.
- 12.4** All surveys must comply with the City's CADD Standards 1.9, 1.9.2, and the Green Book, and must be submitted to the City's Survey Department. Submit survey deliverables via email address (SurveyReview@sandiego.gov) for review. All survey deliverables determined to be non-compliant shall be amended to conform to City survey deliverable standards.
- 12.5** Survey monument perpetuation and preservation for this project shall be performed by the City. The Design-Builder shall request the Owners Advisor (Owner's representative or an engineer) to perform a monument perpetuation inspection survey by the City with a minimum 48-hour notice period before any construction activity.
- 12.6** Right-of-Way Mapping
- 12.6.1** All Right-of-Way mapping shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed in conformance with City CADD standards.
- 12.6.2** All Right-of-Way survey measurements shall be collected by methods and procedures in accordance with the local standard of practice.
- 12.7** Survey control datum shall be based upon the following standards:
- 12.7.1** Horizontal Survey 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 monuments cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as a Project survey basis.
- 12.7.2** Vertical Survey Control 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: (1)

benchmarks with elevations up dated per U.S.C.G.S adjustment of 1970 (identified with an asterisk (*)); or, (2) benchmarks not adjusted per the 1970 adjusted values (non- asterisked identifiers).

13. As-built information:

13.1 The Design-Builder shall obtain and review record drawings and as-built information from available public records, maintenance records, etc. The Design Builder shall perform as-built research and obtain all additional as-builts that have not been provided by the City. Obtain and review franchise and agency-provided utility data. Plot on topo and create base sheets.

14. Environmental and Permit Support:

14.1 The Design-Builder shall identify all permits required for the Project as well as all requirements for those permits.

14.2 All permits shall be acquired by the Design-Builder. At the 60%, and Final Design completion levels, the Design-Builder shall submit to the City a written list of permits required for the Project and develop a clear and detailed permitting processing and acquisition plan. 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 Owners Advisor (Owners representative or /and City Project Manager) for review. The Design-Builder shall provide supporting technical services and reports (e.g., Noise Study, Sea Level Rise Assessment memo) as required by the permitting and regulatory agencies during permit acquisition (i.e., California Coastal Commission (CCC) and Federal Aviation Administration) having jurisdiction to review and approve the design assist the City in consultations with such agencies, as appropriate. The Design Builder shall assist with the submittal of final copies of the revised report, drawings, and specifications to the appropriate regulatory agencies. the City has filed a Coastal Development Permit (CDP) exemption application with CCC and their determination on the permit exemption is pending.

14.3 The Design Builder shall provide all design related materials necessary for permit submittal packages, arrange all meetings, and coordinate all correspondence necessary for obtaining the permits and permissions listed above. The Design Professional shall assist the City's PM to maintain an Agency Permit and private property easement permission log throughout the duration of the PROJECT. This ensures that submittals made to jurisdictional agencies and regulatory agencies are completed in a timely fashion to avoid potential PROJECT delays. This log shall contain submittal dates, meeting dates, dates of when comments were received, and shall track follow-up telephone calls and correspondence.

14.4 The Design-Builder shall incorporate mitigation provisions and DSD review requirements, including the certified environmental or NOE/NORA document into the Construction Documents, if applicable .

15. Owner/Governmental Approvals:

15.1 The Design-Builder shall obtain all City and other jurisdictional agency approvals as required to implement the design and construction of the Project. There shall be no additional time allowed in the contract for processing and approval of revised permit documents. 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.

16. Review of Contract Documents and Field Conditions:

16.1 The Design-Builder shall conduct field investigations, including potholing of underground facilities, if any, 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 the investigation and discovery of all field conditions notwithstanding any information provided by City in the Contract Documents or otherwise. The Design-Builder shall bring to the City's attention for clarification any errors, omissions, or inconsistencies before 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.

17. Local Conditions:

17.1 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 apply to the Work, including but not limited to:

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

17.1.2 The availability of labor, materials, water, power, and roads.

17.1.3 Weather conditions.

17.1.4 Physical conditions at the Project Site.

17.1.5 The surface conditions of the ground; and

17.1.6 The character of equipment and facilities needed before and during the performance of the Work.

18. Access to the Work:

18.1 The Design-Builder shall provide the City with access to the Project Site and provide coordination and time for utility work to be always accomplished.

19. Supervision:

19.1 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 always present at the Project Site where 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.

20. Authorization to Proceed:

20.1 Following each design review, the design-builders engineer will meet with the City and the City's Advisor to:

20.1.1 Discuss the comments and responses and resolve all open issues and disagreements.

20.1.2 Confirm the next level of design development; and

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

20.1.4 Obtain written authorization to proceed with construction.

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

21. Design Calculations:

21.1 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.

22. Plan Checks - At Major Completion Levels, Design:

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

22.1.1 Identify all authorities having jurisdiction, including but not limited to the City Planning Division and their Advisor, the Transportation and Strom Water Department, the Public Utilities Department, the Development Services

Department, the City Traffic Section of Engineering Support and Technical Services Division, Caltrans, and other utility companies. The city will prepare plan check applications and submit the applications to the authorities having jurisdiction. Payment for plan check applications shall be made by the City.

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

23. Shop Drawings, Material Submittals, and Samples

- 23.1** The design builder's Engineer of Record shall review and approve Shop Drawings, Material Submittals, and Samples before procurement.
- 23.2** The Design-Builder shall determine and verify all the following before procurement:
 - 23.2.1** Field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
 - 23.2.2** Products with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.
 - 23.2.3** 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.
- 23.3** 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.
- 23.4** 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 Owners Advisor (Owner's representative or Engineer), if any, will require 3 hard copies and a PDF copy 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 comply 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.
- 23.5** With each submittal, the design-builders Engineer will provide 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 the City's acceptance of each such variation on each Shop Drawing, Material Submittals, and Sample submitted.

- 23.6** 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.
- 23.7** 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.
- 23.8** City's review and acceptance of a separate item as such shall not indicate approval of the assembly in which the item functions.
- 23.9** City's review of Shop Drawings shall not relieve the 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- The builder shall be responsible for the dimensions and the design of adequate connections and details.
- 23.10** The 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:
- 23.10.1** 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
- 23.10.2** The City has specifically accepted in writing, either on the Shop Drawing or accompanying the Sample or Material Submittal each such variation.
- 23.11** The Design-Builder shall be solely responsible for any costs arising from the Design-Builder's failure to submit and/or receive the 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.
- 23.12** Shop Drawing Submittal Procedures:
- 23.12.1** The Design Builder shall submit 3 copies of each approved Shop Drawing to the Owners Advisor (Owner's representative or an engineer) for QA/QC purposes.
- 23.12.2** 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 a 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, before transmittal to the Owners Advisor (Owner's representative or /and City Project Manager).

23.12.3 The Design-Builder shall use a Project-standard transmittal form accepted by the Owners Advisor (Owner's representative or / and City Project Manager). 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 Owners Advisor (Owner's representative or an engineer). If applicable, the design-builder shall process transmittal forms to record actions regarding sample installations.

23.12.4 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:

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

23.12.6 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. The city shall not be liable for any costs associated with the fabrication or manufacture of an item that occurs before the City accepts the associated shop drawing submittal.

23.12.7 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.

23.12.8 Submittal Format for Shop Drawings:

23.12.8.1 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.

23.12.8.2 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.

23.12.8.3 Except for diagrams and schematic drawings, the Design-Builder shall prepare dimensioned drawings to scale. The Design-Builder shall identify materials and products for the work shown.

23.12.8.4 The design-builder's Shop Drawings shall be not less than 8½ by 11 inches nor more than 30 by 42 inches.

23.12.8.5 The Design-Builder shall submit detailed drawings and descriptions of proposed deviations from details or component arrangement indicated on the Shop Drawings.

23.12.8.6 The Design-Builder shall provide finished drawings for City review indicating proposed installation of Work, and materials and equipment being furnished.

23.12.8.7 The city will not accept Shop Drawings that are either:

23.12.8.7.1 Copies of plans; or

23.12.8.7.2 Materials or equipment identified solely by catalog numbers.

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

23.12.9 Submittal Format for Product Data:

23.12.9.1 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.

- 23.12.9.2** The Design-Builder shall 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 marked.
- 23.12.9.3** 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.
- 23.12.9.4** The Design-Builder shall furnish to City catalog data that describes in detail the products being furnished and enables the Owners Advisor (Owner's representative or an engineer) to determine that the products submitted conform to the requirements of the Contract Documents.
- 23.12.9.5** If more than one style, size, capacity, etc. of a product appears on a sheet, the Design-Builder shall indicate exactly which product type is being submitted for approval. The city will reject any submittal that fails to conform with this requirement.
- 23.12.9.6** The Design-Builder shall ensure that the catalog data identifies the manufacturer of the product.
- 23.12.10** 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.
- 23.12.11** If The Design-Builder receives the prior written approval of the Owners Advisor (Owner's representative or an engineer), the Design-Builder may submit Shop Drawings and Samples during the design process beginning at the 60 percent design level. The Design-Builder shall request such early submittal by submitting a RFI. The Design-Builder shall conform to all other requirements and procedures regarding Shop Drawings and Samples.

24. Design Development:

- 24.1** 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 outlined 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.
- 24.2** Design-Builder shall prepare and submit design packages for review and acceptance by the City in accordance with the City's guidelines and the Project Schedule. The Design-Builder's use of the 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 the City's guidelines.

24.3 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) before 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 equipment condition assessments contained in the Bridging Documents.

24.4 The Design-Builder shall submit the Final Design documents to the Owners Advisor (Owner's representative or Engineer). In addition to the deliverables specified in subsection 29.11, the Final Design documents shall also include but not be limited to:

24.4.1 One complete set of full-sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by a qualified responsible Owners Advisor (Owner's representative or Engineer) registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design-Builder.

24.4.2 Two complete electronic file sets of all final drawings on CD-Rewritable (RW) recordable disks in the current AutoCADD format.

24.4.3 One, 8½-inch by 11-inch, final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.

24.4.4 Two complete electronic file sets of the final specifications in MS Word processing software format.

24.4.5 One complete set of an engineer's calculations and quantity take-offs, including hydraulic, calculations, each wet stamped and signed by a qualified responsible Owners Advisor (Owners representative or an engineer)s registered in the state of California. All elements of the Final Design presented shall be supported by calculations. All computer programs used in the 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.

24.4.6 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.

24.4.7 Other reports and documents as may be required by the city.

- 24.5 Procedures and time allowances for the City's review of the design submittal, the response by the Design-Builder to the City's comments and obtaining the City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.
- 24.6 The Design-Builder shall provide designs for the relocation of public or private utilities that must be constructed or relocated as a result of the Project.
- 24.7 The Design-Builder shall prepare and incorporate into the specifications, a Water Pollution Control Plan (WPCP) before construction and to determine "Construction Site Priority" as well as implement WPCP during construction.
- 24.8 The Design-Builder shall prepare a construction quantity takeoff at 60%, 100%, and Final submittals.
- 24.9 The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check, and from the permitting agencies.

25. Design Submittals:

- 25.1 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.
- 25.2 If requested by the design-builder, the City's Project Manager can schedule a review meeting with the project team 14 working days after each design submittal. The Design Builder shall respond in writing to all City comments on each design submittal within 10 Working Days of the date of transmittal of the comments. The Design-Builder shall submit a completed QA/QC checklist along with each design submittal.
- 25.3 Following the submittal of the phasing plan, The Design-Builder shall reconvene at 15% for a concept design workshop.
- 25.4 **Basis of design report (BDR)** - This task of the project will be to complete the basis of design documents for the project, including:
 - 25.4.1 Review reports, plans, specifications, operation manuals, and other records furnished by the City.
 - 25.4.2 Conduct project kickoff meeting with City personnel and provide associated meeting minutes.
 - 25.4.3 Verify site conditions.

- 25.4.4** Perform an analysis of the existing pump station utilizing the acquired data. The analysis will focus on selecting the new pump and equipment to be implemented as shown in the Bridging Documents. Design recommendations will be prepared based on the final analysis, but they will focus on one of the following scenarios:
- 25.4.5** Sewage pump replacement and electrical service reconditioning as identified in the Bridging Documents.
- 25.4.6** Accessory structure construction
- 25.4.7** Prepare plans and specifications for the pump station replacement based on the design recommendations.
- 25.4.8** Construction.
- 25.4.9** Demolition and removal of old facilities.
- 25.4.10** Prepare preliminary design documents for the pump station improvements. Preliminary design documents are to include:
 - 25.4.10.1** Final design criteria including but not limited to equipment selection, pump capacity, and hydraulics analysis to verify final pump selection.
- 25.4.11** Preliminary drawings including:
 - 25.4.11.1** Process Flow Diagram
 - 25.4.11.2** Process and Instrumentation Drawing
 - 25.4.11.3** Plan view of the pump station
 - 25.4.11.4** Elevations/Sections/Details required to relay the design intent.
 - 25.4.11.5** Equipment/motor list for all electrical equipment. Identify code compliance requirements for electrical components.
 - 25.4.11.6** Control narrative for operation and monitoring of the system.
- 25.4.12** List of required technical specifications for final design.
 - 25.4.12.1** Construction sequencing, maintaining continuous operations of PS1.
- 25.4.13** Opinion of Probable Project Costs. and submit to the City of San Diego. Depending on the outcome of the analysis and approval from the City, prepare documentation for additional services to proceed with construction plans.

25.4.14 Project schedule identifying the duration of final design, bid, and construction phases.

25.4.15 Identify locations of suspected hazardous materials (lead paint, asbestos, etc.) or concerning environmental conditions, based on known/assumed age and type of construction of the pump station. Coordinate with the City and appropriate agencies, if any design-phase studies are needed for hazardous materials, if any.

25.4.16 Conduct a review meeting with the City on the Basis of the Design Report and incorporate all comments into a final version.

25.4.17 BODR deliverables:

25.4.17.1 Draft BODR with an alternative evaluation matrix

25.4.17.2 Basis of Cost Opinion

25.4.17.3 Basis of Design Calculations

25.4.17.4 Recommended Alternatives

25.4.17.5 Final BODR

25.5 60 Percent Design Submittal - The 60 percent design submittal shall include but not be limited to:

25.5.1 All calculations completed and reviewed,

25.5.2 Preliminary Title 24 forms (PDF),

25.5.3 A submitted storm water review (PDF),

25.5.4 60% design drawings with complete list of construction contract drawings in full-size and half-size (PDF and hard copies), 60% specifications (PDF),

25.5.5 60% design calculations (PDF),

25.5.6 60% engineering cost estimate (PDF),

25.5.7 60% design review checklist (PDF),

25.5.8 Completed DS-560 Storm Water Requirements Applicability Checklist (PDF),

25.5.9 Updated detailed project scope description including the final project footprint, site access, staging areas, dimensions of excavation, easement vacations, etc. (PDF), Water Pollution Control Plan (WPCP) (PDF), and 60% CADD Files.

25.5.10 Civil Drawings:

25.5.10.1 Grading plans and demolition plans, essentially complete, and

25.5.10.2 Plan and profile sheets essentially complete.

25.5.11 Architectural Drawings:

25.5.11.1 Floor, roof, and ceiling plans essentially complete,

25.5.11.2 Elevations and sections essentially complete, and

25.5.11.3 Door, window, and finish schedule partially complete.

25.5.12 Mechanical Drawings:

25.5.12.1 General arrangement drawings essentially complete,

25.5.12.2 Sections and details partially complete, and

25.5.12.3 Schedules partially complete.

25.5.13 Electrical Drawings:

25.5.13.1 Power block diagrams, single-line diagrams and motor control diagrams essentially complete,

25.5.13.2 Power and control layouts partially complete, and

25.5.13.3 Panel, duct-bank, pull box, and cable/conduit schedules partially complete,

25.5.13.4 Electrical equipment elevations partially completed,

25.5.13.5 Grounding plans partially completed, and

25.5.13.6 Electrical details partially completed.

25.5.14 Instrumentations:

25.5.14.1 P&IDs complete and tag numbers shown,

25.5.14.2 Process control strategies essentially complete and tag numbers included, and

25.5.14.3 Panel layout drawings and details partially complete.

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

25.5.16 Updated and incorporated information and comments from the Bridging Documents.

25.5.17 Completed and reviewed calculations, hydraulic calculations.

25.5.18 Location of construction staging areas (if applicable).

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

25.5.20 Drawings shall include:

25.5.20.1 Construction details and notes.

25.5.20.2 Identification of both special and standard details.

25.5.20.3 A complete list of construction drawings on a cover sheet.

25.5.20.4 Definition of the construction methods.

25.5.20.5 A complete site plan including construction laydown areas, site grading, and erosion control, if applicable.

25.5.20.6 Erosion control plan, stormwater 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.

25.5.20.7 List of special conditions if any

25.5.20.8 Quantity take-off per plan sheet.

25.5.21 A complete draft of specifications in The GREEN BOOK format including:

25.5.21.1 Table of contents.

25.5.21.2 The Design-Build Special Provisions.

25.6 100 Percent Design Submittal - The 100 percent design submittal shall include but not be limited to:

25.6.1 Comments from all 60% of design submittal reviews incorporated,

25.6.2 All calculations completed (PDF),

25.6.3 An approved 60% Citywide plan check,

25.6.4 Signed Title 24 forms (original signed forms, PDF),

25.6.5 An approved stormwater review (PDF),

25.6.6 100% design drawings complete for all disciplines in full-size and half-size (PDF),

25.6.7 100% specifications (PDF),

25.6.8 100% engineering cost estimate (PDF),

25.6.9 100% design review checklist (PDF),

25.6.10 Preliminary Operations and Maintenance (O&M) Manual

- 25.6.10.1** Compile product data and related information appropriate for City's maintenance and operation of products furnished under the Contract.
 - 25.6.10.1.1** Documentation for settings for protective relays, breakers, Ultrasonic Level Transducer and all other equipment.
 - 25.6.10.1.2** Instruct City's personnel in the maintenance of products and in the operation of equipment and systems.
- 25.6.10.2** Prepare data in the form of an instructional manual in hard-copy and electronic format (flash drive) for use by City's personnel.
- 25.6.10.3** Content Of Manual
 - 25.6.10.3.1** Neatly typewritten table of contents for each volume arranged in a systematic order, and Contractor, name of responsible principal, address and telephone number.
 - 25.6.10.3.2** A list of each product required to be included, indexed to the content of the volume.
 - 25.6.10.3.3** List, with each product, the name, address and telephone number of:
 - 25.6.10.3.3.1** Manufacturer and model number/product identification.
 - 25.6.10.3.3.2** Subcontractor or installer.
 - 25.6.10.3.3.3** Maintenance contractor, as appropriate.
 - 25.6.10.3.3.4** Identify the area of responsibility of each.
 - 25.6.10.3.3.5** Local source of supply for parts and replacement.
 - 25.6.10.3.3.6** Identify each product-by-product name and other identifying symbols as set forth in Contract Documents.
 - 25.6.10.3.4** Product Data:
 - 25.6.10.3.4.1** Include only those sheets which are pertinent to the specific product.
 - 25.6.10.3.4.2** Annotate each sheet to:

25.6.10.3.4.2.1 Clearly identify the specific product or part installed.

25.6.10.3.4.2.2 Clearly identify the data applicable to the installation.

25.6.10.3.4.2.3 Delete references to inapplicable information.

25.6.10.3.5 Drawings:

25.6.10.3.5.1 Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems.

25.6.10.3.5.2 Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

25.6.10.3.5.3 Supplemental product data not included in the manufacturer's literature, as necessary, for the specific installation:

25.6.10.3.5.4 Organize in a consistent format under separate headings for different procedures.

25.6.10.3.5.5 Provide a logical sequence of instructions for each procedure.

25.6.10.3.6 Copy of each Warranty issued. Warranty shall include, but is not limited to: Warranty provider; warrantied part or equipment; warranty duration; warranty coverage and exemptions; and Warranty provider contact information (United States phone number, United States business address, website, e-mail address, etc.)

25.6.10.3.7 Provide information sheet for City's personnel. Submit:

25.6.10.3.7.1 Written operating instructions, including the steps and safety precautions necessary to operate individual equipment, as well as the overall pump station, as designed.

25.6.10.3.7.2 Procedures to be implemented in the event of failure.

25.6.10.3.7.3 Instances which might affect the validity of warranties.

25.6.10.4 Manual for Equipment and Systems

25.6.10.4.1 Submit three (3) complete paper copies and one (1) electronic copy of manual on flash drive in final form.

25.6.10.4.2 Content, for each unit of equipment and system, as appropriate:

25.6.10.4.2.1 Description of unit and component parts.

25.6.10.4.3 Function, normal operating characteristics, and limiting conditions.

25.6.10.4.4 Performance curves, engineering data and tests.

25.6.10.4.5 Complete nomenclature and commercial number of all replaceable parts.

25.6.10.5 Operating procedures:

25.6.10.5.1 Start-up, break-in, routine and normal operating instructions.

25.6.10.5.2 Shutdown.

25.6.10.5.3 Manual operations

25.6.10.5.4 Automatic operations

25.6.10.5.5 Operations during routine and non-routine maintenance procedures

25.6.10.5.6 Operating during an emergency - instructions.

25.6.10.5.7 High Flow periods and Low Flow Periods operating instructions.

25.6.10.5.8 Alignment, adjusting and checking.

25.6.10.6 Servicing and lubrication schedule:

25.6.10.6.1 List of lubricants required for each piece of equipment.

25.6.10.6.2 Schedule for manufacturer recommended maintenance.

- 25.6.10.6.3** Items to include bearings, valve actuators, pump guide rails and runners, swing check valve hinges, door hinges, flood gate hinges and seals, hatch springs/hinges.
 - 25.6.10.6.4** Manufacturer's printed operating and maintenance instructions.
 - 25.6.10.6.5** Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
- 25.6.11** An approved plan check set of plans,
 - 25.6.12** Submittal master and tracking list (PDF), and
 - 25.6.13** 100% CADD Files.
 - 25.6.14** Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
 - 25.6.15** Updated and incorporated information and comments from the 60 percent design submittal.
 - 25.6.16** Completed, reviewed, and bound calculations and hydraulic calculations.
 - 25.6.17** Updates to geotechnical report, if any.
 - 25.6.18** Permit applications as necessary.
 - 25.6.19** Completed specifications in Green-book format.
 - 25.6.20** Quantity take-off.
 - 25.6.21** Drawings in all disciplines, including final and traffic control Plans approved by the City, if any.
 - 25.6.22** A current written list of permits including environmental permits and revised MND required for the Project as applicable, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
 - 25.6.23** Design Builder shall assist the city with the submittal of the 100% design drawings to DSD and shall assist the city in obtaining approvals from the various engineering disciplines within DSD, and facilitate any required inspection inspections.
- 25.7 Final Design Submittal** - The Design-BUILDER shall submit a pre-final Design to the Owner's Advisor (Owner's representative or Engineer), which shall include but not be limited to:
- 25.7.1** Updated and incorporated information and comments from the 100 percent design Submittal.

- 25.7.2** Comments from permitting agencies, including a log of comments and responses.
- 25.7.3** A current written list of for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
- 25.7.4** 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 the City's comments, submit a Final (100%) Design to the Owners Advisor (Owner's representative Engineer), which shall include but not be limited to:
 - 25.7.4.1** Updated and incorporated comments from the Pre-Final Design Submittal.
 - 25.7.4.2** Final drawings and calculations must be stamped and signed by a professional Owners Advisor (Owner's representative or an engineer). Also, the City requires the original wet-signed mylars to be held in City files as legal records of the Project.
 - 25.7.4.3** Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.
- 25.7.5** Design Submittal Deliverables:
- 25.7.6** The Design in the form of 6 copies of the specifications, 6 sets of half-sized (11-inch x 17-inch) drawing prints, and 14 sets of full-sized (24-inch x 36-inch) drawing prints.
- 25.7.7** 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.
- 25.7.8** Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements.
- 25.7.9** The Design-Builder shall deliver the pre-final Design to the city or Owners Advisor (Owner's representative or Engineer) in the form of 6 copies of the specifications and 14 sets of half-sized (11-inch x 17-inch) drawing prints.
- 25.7.10** The Design-Builder shall submit all drawings in the current AutoCADD format per the City's CADD Standards. The design-builder shall attend a coordination/orientation meeting with the City's E&CP CADD specialist to review and discuss City's CADD standards. The Owners Advisor (Owner's representative or Engineer) will arrange for the meeting upon the design-builder's request. 29.11.4. The Design-Builder shall submit the Final Design documents to the City or Owners Advisor (Owner's representative or an engineer), which shall include but not be limited to:
 - 25.7.10.1** 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 Engineer registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by The Design-Builder.

- 25.7.10.2** Six, 8½-inch by 11-inch copies of the final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.
 - 25.7.10.3** Two complete electronic file sets of the final specifications.
 - 25.7.10.4** Two complete electronic file sets of the final drawings on CD-RW.
 - 25.7.10.5** Six complete and approved 8½-inch by 11-inch copies of the final construction cost estimate.
 - 25.7.10.6** Two complete electronic files of the final construction quantity takeoffs and cost estimate.
 - 25.7.10.7** Six complete sets of engineering calculations, including hydraulic, mechanical, electrical, and structural calculations, each wet stamped and signed by the Design-Builder's qualified responsible Owners Advisor Engineer 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.
 - 25.7.10.8** Other documents as required elsewhere in this Scope or required by the Owners Advisor (Owner's representative or an engineer).
- 25.8** The Design-Builder shall use MS Word format for all word processing.
 - 25.9** The Design-Builder shall use MS Excel for all spreadsheets.

26. Quality Assurance and Control:

- 26.1** 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.
 - 26.1.1** Design QA/QC - The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.
 - 26.1.2** 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.
 - 26.1.3** Final Design - The Design-Builder shall submit QA/QC records for the final specifications and drawings to verify coordination with the Owners Advisor (Owner's representative and/or City Project Manager), between Engineering disciplines, between the final specifications and drawings, and to verify consistency with existing City Projects.
 - 26.1.4** Construction QA/QC - The Design-Builder shall be completely and solely responsible for Project QA/QC during construction.

27. Quality Assurance / Quality Control Guidelines:

27.1 General

- 27.1.1** 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. Design drawings shall include a QA/QC copy of plans with name and signature of the Designer and name and signature of QA/QC per reviewer.
- 27.1.2** 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.
- 27.1.3** The Owners Advisor (Owner's representative or Engineer) will monitor the Design-Builder's Work and Services and provide independent reviews as outlined in the Contract Documents. If the City's review or inspection uncovers Work or Services that do not conform to the Contract Documents or Applicable laws, the City may reject that Work and/or Services, and The Design-Builder shall replace or correct any deficiency at no additional cost to the City.
- 27.1.4** The concept of quality has evolved from conformance with specifications to meeting Owner requirements. The Design-Builder quality assurance and control has advanced from checking deliverables to multiple reviews, evaluations, inspections, and tests, concurrent with the Public Works Department reviews, oversight inspections, witnessing of tests, and similar quality assurance activities. Ultimately, the Design-Builder shall provide a facility that meets the requirements described in the Contract Documents.
- 27.1.5** 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 Owners Advisor (Owner's representative or an engineer) to indicate that the QA/QC review is complete and that the reviewers concur with the response.
- 27.1.6** 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 Owners Advisor (Owner's representative or Engineer) if deviations cannot be avoided.
- 27.1.7** The Design-Builder shall implement its QA/QC Plan that was submitted to the City with The Design-Builder's RFP together with any revisions required by the City, all of which are incorporated herein by this reference as though fully set forth herein.

27.2 QA/QC During Design

- 27.2.1** This Section describes the mandatory QA/QC Plan philosophies and procedures that the Design-Builder shall follow during the design of the Project.
- 27.2.2** The Design-Builder is the engineer of record. The 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.
- 27.2.3** The Design-Builder shall include in its Proposal all costs necessary to meet this requirement.
- 27.2.4** The following quality objectives apply to the Project design:
 - 27.2.4.1** The Design-Builder shall design the Project facilities to meet the scope and objectives outlined 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 the City during design.
 - 27.2.4.2** The Design-Builder shall design the Project facilities to conform to the requirements of the Contract Documents.
 - 27.2.4.3** The Design-Builder shall prepare the Construction Documents to the standards of best Engineering practice for clarity, uniformity, accuracy, and completeness.
 - 27.2.4.4** The Design-Builder shall emphasize quality in the design and construction of the Project.

27.3 QA/QC Plan:

- 27.3.1** 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.
- 27.3.2** 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.
- 27.3.3** Design Review: The Design-Builder shall address all plan check comments received from the City and implement its QA/QC plan before re-submittals to the City for review. The Design-Builder shall submit documentation of the QA/QC efforts and related activities as discussed in the Review and Comment Form, subsection 32.3.8.

27.3.4 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:

27.3.5 Calculations:

27.3.5.1 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 Owners Advisor (Owner's representative Engineer) a legible copy of all calculations, organized in an easy to use indexed loose-leaf binder or in clearly identified file folders.

27.3.5.2 The Design-Builder shall 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.

27.3.5.3 The design-builders Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the BODR, 60%, 100%, and 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. 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 specifications.

27.3.6 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.

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

27.3.7.1 The name of the Project.

27.3.7.2 City's contract number.

27.3.7.3 The type of review being conducted.

27.3.7.4 The name/title of the document being reviewed.

27.3.7.5 Identification of the page, paragraph, or drawing being reviewed.

27.3.7.6 The reviewer's comments.

27.3.7.7 The designer's response to the reviewer's comments.

27.3.7.8 The agreed-upon resolution with respect to the comments and response.

27.3.7.9 The reviewer's signature and date of review.

27.3.7.10 The designer's signature and date of response; and

27.3.7.11 The signature of the Design-Builder's Project manager and date of review.

27.3.8 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.

27.4 QA/QC During Construction

27.4.1 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.

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

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

27.5.2 Certification by the vendors and suppliers that the products supplied conform to the Contract Documents, where applicable.

27.5.3 Photos and videos of the Work certified by the designer.

27.5.4 Any other measure designed to ensure that the Work is completed in accordance with the Contract Documents.

27.6 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 testing, and associated requirements.

27.6.1 Factory Inspections and Tests:

27.6.1.1 The Design-Builder agrees that all products, materials, and equipment, shall be subject to inspections, tests, and witness tests by the City at the place of manufacture or fabrication.

27.6.1.2 The Design-Builder agrees that the City may, at its option, enter into separate contracts with consultants or others to conduct inspections, tests, and witness tests on behalf of the City.

27.6.1.3 The Design-Builder agrees that the presence of the 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 the City or its employees, agents, and/or representatives.

27.6.1.4 The Design-Builder shall provide the City with 10 Working Days advance notice of any testing at the place of manufacture or fabrication. At the City’s option, the City, its employees, agents, and/or representatives may conduct inspections and tests at the manufacturing place at any time without advance notice to the Design-Builder.

27.6.2 Sampling and Testing:

27.6.2.1 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, the 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 Owner’s representative (Owner’s representative or an engineer) before using any other generally accepted system of sampling and testing.

27.6.2.2 Any waiver by the City of any specific testing or other QA/QC Plan measures shall not be binding on the 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.

27.6.2.3 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, the City may require the Design Builder to remove, correct, or reconstruct the Work in accordance with the Contract Documents.

27.6.3 Inspection and Testing Laboratory Service:

27.6.3.1 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 City or their representative to cause such tests to be performed.

27.6.3.2 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 the City's testing laboratory. The cost of these services will be paid for by City.

27.6.3.3 City's testing laboratory will submit reports in duplicate to the design Builder's engineer. The reports will document observations, results of tests, and compliance or non-compliance with the Contract Documents.

27.6.3.4 The Design-Builder shall cooperate with the Owners Advisor (Owner's representative or / and the Project Manager) 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.

27.6.3.5 The Design-Builder shall notify the Owners Advisor (Owner's representative or an engineer) 48 hours prior to the commencement of Work requiring inspection and laboratory testing services.

27.6.3.6 The Owners Advisor (Owner's representative or an 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- The builder shall bear all costs from any such retesting at no additional cost to the City.

27.6.3.7 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.

27.6.4 Special Inspection:

27.6.4.1 Design-Builder shall provide all special inspections required. The Design-Builder shall pay the cost of such inspections and shall include the cost in DB's Proposal.

27.6.4.2 Special Inspections shall include, but not be limited to:

27.6.4.2.1 Structural

27.6.4.2.2 Electrical

27.6.5 Installation:

27.6.5.1 Inspection: The Design-Builder shall inspect materials and/or equipment upon their arrival at the Project Site and immediately before installation. The Design-Builder shall reject damaged and defective materials and/or equipment. The design-builders inspection shall include:

27.6.5.1.1 A review of the Contract requirements.

27.6.5.1.2 Verification that all materials and/or equipment have been tested, submitted, and approved.

27.6.5.1.3 Examination of the Work area to ascertain that all preliminary Work has been completed.

27.6.5.1.4 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.

27.6.5.1.5 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.

27.6.5.1.6 An examination of the quality of workmanship; and

27.6.5.1.7 A review of control testing for compliance with the Contract requirements.

27.6.5.2 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 the proper fit-up and connection of components.

27.6.5.3 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.

27.6.5.4 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.

27.6.5.5 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.

27.6.5.6 Design and installation shall be in accordance with Chapter 7 of the City of San Diego's Sewer Design Guide (most current edition).

27.6.6 Manufacturer's Field Installation Services and Reports:

27.6.6.1 When required by the specifications, the Design-Builder shall cause material or product suppliers or manufacturers to provide qualified personnel to:

27.6.6.1.1 Observe and evaluate:

27.6.6.1.1.1 Project Site conditions.

27.6.6.1.1.2 Conditions of surfaces and installation.

27.6.6.1.1.3 Quality of workmanship.

27.6.6.1.1.4 Start-up of equipment; and

27.6.6.1.1.5 Testing, adjusting, and balancing of equipment.

27.6.6.1.1.6 Provide instructions when necessary.

27.6.6.2 The Design-Builder shall report in writing to the Owner Advisor (owner representative or an 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.

27.6.6.3 Within 10 Working Days of each field visit, The Design-Builder shall submit in duplicate to the owner's Advisor (owner's representative or an engineer) for review and acceptance of 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 the equipment or system has been satisfactorily installed and is functioning correctly.

27.6.7 Sample City QA/QC Checklists:

27.6.7.1 Sample City Checklists are available for review and use by the Design Builder's Engineer.

28. Noise Abatement and Control:

28.1 The Design-Builder shall comply with the 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 a conflict, the most stringent requirement shall apply.

28.2 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.

28.3 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 Owners Advisor (Owners representative or / and City Project Manager) not less than 48 hours in advance and shall apply for, obtain, and pay for the Noise Permit at no additional cost to City.

29. Project Meetings:

29.1 The Design-Builder shall be dedicated and available to meet as many times before and/or after design submittals or during construction as deemed necessary by the City at no additional cost to the City. The City's Project Manager will serve to facilitate a streamlined design process to the extent possible. This includes scheduling regular and/or as-needed meetings during the design phase with project support staff including Owners Advisor (Owner's representative or Engineer), and Public Utilities Department – Operations.

29.2 Progress Meetings – Design Phase - The Design-Builder shall schedule and hold regular progress meetings at least monthly and at other times as requested by the Owners Advisor (Owner's representative Engineer). Before a progress meeting, the Design-Builder shall submit its progress meeting format to the Owners Advisor (Owner's representative or Engineer) for review and acceptance. The Design-Builder shall also submit to the Owners Advisor for review and acceptance:

29.2.1 A meeting agenda before each meeting; and

29.2.2 Minutes of each meeting before the next meeting.

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

29.3 Progress Meetings – Construction Phase - The Design-Builder shall schedule and hold regular weekly progress meetings and at other times as requested by the Owners Advisor. The design-builder shall report in writing to the owner's representative 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 the Owners Advisor 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 that have begun out of sequence. Before a progress meeting, the Design-Builder shall submit its progress meeting format to the Owners Advisor for review and acceptance. The Design-Builder shall also submit to the Owners Advisor for review and acceptance:

29.3.1 A meeting agenda before each meeting; and

29.3.2 Minutes of each meeting before the next meeting.

29.3.3 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.

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

29.5 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.

30. Red lines:

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

30.2 Before completion, The Design-Builder shall prepare and submit one complete set of full-sized (24-inch x 36-inch) original mylar final As-Built Drawing CADD plots in accordance with the City's CADD Guideline. Each CADD mylar drawing sheet shall be stamped and signed by a qualified responsible DB engineer registered in the State of California and shall be stamped and wet-signed by the architect/or an 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.

30.3 Before Final Completion, the Design-Builder shall also submit:

30.3.1 Five complete full-sized sets of blueprints or copies of the final As Built.

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

30.3.3. The Design Builder shall update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received throughout the Construction and create the As-built Drawings. The Design Builder shall prepare and deliver accurate and complete as-built drawings for all work completed under the contract. The as-built drawings shall be submitted to the City within six (6) months after the receipt of the all-inclusive redline submittal package. The as-built drawings shall include all modifications made to the original design during the construction or installation process. The as-built drawings shall be accurate, legible, and complete, with clear and detailed annotations of any changes made to the original design. The Design Builder shall provide a copy of the as built to the City upon request. Design Builder shall follow City and County standards for As-built Mylar Drawings.

31. Record Keeping:

31.1 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.

31.2 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 the 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.

31.3 The Design-Builder shall list and schedule submittals to be made and upon approval of each submittal transmit to the City, within 5 Working Days, 2 copies of same. Failure to deliver the copies of approved submittals may result in the withholding of progress payments.

31.4 The Design-Builder shall not be relieved of responsibility for any deviations from the requirements of the Contract Documents by the City's acceptance of Shop Drawings, Product Data, Samples, or similar submittals unless the Design-Builder has specifically informed the 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 the 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.

32. Required Test/Material Certificates:

32.1 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 a place that fails to pass acceptability tests shall be retested, at the direction of the City and the Design-Builder's sole expense. The Design-Builder shall submit all test certificates to the City in a timely manner.

33. Storm Water Management Discharge Control

33.1 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, Storm Water Standards Manual, as amended from time to time, and any Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design-Builder warrants and certifies that any 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 stormwater permit compliance before 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.

33.2 The Design-Builder shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate stormwater 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 for Standard Development and Priority Development Projects. 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.

33.3 Design-Builder shall attend the Pre-construction meeting. The Owners Advisor will coordinate with the Design-Builder on the inspection of the permanent BMP(s) during installation, if the project requires a permanent BMP(s). 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 Owners Advisor (Owner's representative or an engineer), the Design-Builder shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS- 563) prior to final acceptance by the City.

33.4 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.

34. Reference Standards:

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

35. Design Guidelines:

35.1 Americans with Disabilities Act (ADA) | Americans with Disabilities Act Accessibility Guidelines (ADAAG)

35.2 American Water Works Association (AWWA)

35.3 California Building Code as adopted by the City of San Diego*

35.4 California Code of Regulations, Title 24

35.5 California Department of Transportation Manuals, <https://dot.ca.gov/manuals>

35.6 City of San Diego Approved Materials List (AML) as approved by the Water <https://www.sandiego.gov/sites/default/files/legacy/water/pdf/cip/approvedmaterials.pdf>

and Metropolitan Wastewater Departments <https://www.sandiego.gov/sites/default/files/legacy/mwwd/pdf/approvedmaterials.pdf>

35.7 City of San Diego Computer Aided Design and Drafting(CADD), <https://www.sandiego.gov/ecp/edocref/drawings>

35.8 City of San Diego Landscape Technical Manual

35.9 City of San Diego's Manual of Preparation of Land Development and Public Improvement plans

<https://www.sandiego.gov/planning/programs/landdevcode/landdevmanual>

35.10 City of San Diego Street Design Manual <https://www.sandiego.gov/planning/programs/transportation/library/stdesign>

35.11 City of San Diego Technical Guidelines for Geotechnical Reports <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/geoguidelines.pdf>

- 35.12 City of San Diego, Water Department Guidelines and Standards Books 1 through 7
<https://www.sandiego.gov/public-utilities/permits-construction/construction-and-development/water>
- 35.13 City of San Diego, Sewer Department Guidelines and Standards.
<https://www.sandiego.gov/mwwd/business/sewer>
- 35.14 County of San Diego Code of Regulations
- 35.15 National Electric Code (NBC) as adopted by the City of San Diego*
- 35.16 State of California Health and Safety Code
- 35.17 Uniform Fire Code (UFC) as adopted by the City of San Diego*
- 35.18 Uniform Mechanical Code (UMC) as adopted by the City of San Diego*
- 35.19 Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
- 35.20 Construction Planning & Scheduling Manual by AGC of America
- 35.21 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
- 35.22 City of San Diego Municipal Code;
<https://www.sandiego.gov/city-clerk/officialdocs/municipal-code>
- 35.23 State Historic Preservation Act
- 35.24 Storm Water Standards Manual
<https://www.sandiego.gov/stormwater/regulations/newpermitprog>
- 35.25 Any and all codes, regulations, and permits (including amendments) issued by City's Planning and Development Services Department.

36. Bridging Documents:

- 36.1. Bridging Documents Report dated March 22, 2024 by Kimley-Horn
<https://drive.google.com/drive/folders/1AxzDdje-KVrHd3Mapzqs0DDWqnBZfyld>

36.2. Bridging Document Graphics:

36.2.1. GENERAL

36.2.1.1. G01 COVER PAGE

36.2.1.2.G02 GENERAL NOTES

36.2.2. MECHANICAL

- 36.2.2.1.** M01 SITE MAP
- 36.2.2.2.** M02 SITE MAP NOTES
- 36.2.2.3.** M03 3D VIEW EXISTING PUMP STATION
- 36.2.2.4.** M04 3D VIEW EXISTING PUMP STATION
- 36.2.2.5.** M05 3D VIEW IMPROVEMENTS
- 36.2.2.6.** M06 3D VIEW IMPROVEMENTS
- 36.2.2.7.** M07 COORDINATION VIEW
- 36.2.2.8.** M08 SECTION 01
- 36.2.2.9.** M09 SECTION 02
- 36.2.2.10.** M10 SECTION 03
- 36.2.2.11.** M11 SECTION 04
- 36.2.2.12.** M12 SECTION 05
- 36.2.2.13.** M13 CORRECTIVE MEASURES FROM C&D ORDER
- 36.2.2.14.** M14 AS-BUILT PG 100
- 36.2.2.15.** M15 AS-BUILT PG 203
- 36.2.2.16.** M16 AS-BUILT PG 204
- 36.2.2.17.** M17 AS-BUILT PG 205
- 36.2.2.18.** M18 AS-BUILT PG 206
- 36.2.2.19.** M19 AS-BUILT PG 207
- 36.2.2.20.** M20 AS-BUILT PG 208
- 36.2.2.21.** M21 AS-BUILT PG 301
- 36.2.2.22.** M22 AS-BUILT PG 302
- 36.2.2.23.** M23 AS-BUILT PG 303

36.2.2.24.	M24	AS-BUILT PG 308
36.2.2.25.	M25	AS-BUILT PG 309
36.2.2.26.	M26	AS-BUILT PG 326
36.2.2.27.	M27	AS-BUILT PG 327
36.2.2.28.	M28	AS-BUILT PG 332
36.2.2.29.	M29	AS-BUILT PG 400
36.2.2.30.	M30	AS-BUILT PG 401
36.2.2.31.	M31	AS-BUILT PG 402
36.2.2.32.	M32	AS-BUILT PG 403
36.2.2.33.	M33	AS-BUILT PG 404
36.2.2.34.	M34	AS-BUILT PG 405
36.2.2.35.	M35	AS-BUILT PG 406
36.2.2.36.	M36	AS-BUILT PG 411
36.2.2.37.	M37	AS-BUILT PG 412
36.2.2.38.	M38	AS-BUILT PG 413
36.2.2.39.	M39	AS-BUILT PG 414
36.2.2.40.	M40	AS-BUILT PG 418
36.2.2.41.	M41	AS-BUILT PG 419
36.2.2.42.	M42	AS-BUILT PG 420

36.2.3. STRUCTURAL

36.2.3.1.	S01	GENERAL STRUCTURAL NOTES
36.2.3.2.	S02	CONCRETE REPAIR DETAILS
36.2.3.3.	S03	REHAB SITE PLAN
36.2.3.4.	S04	SUMMARY OF CONCRETE REPAIR WORK
36.2.3.5.	S05	BASEMENT LEVEL AND WET WELLS

- 36.2.3.6.** S06 PUMP LEVEL
- 36.2.3.7.** S07 PUMP SUPPORT LAYOUTS
- 36.2.3.8.** S08 PIPE GALLERY
- 36.2.3.9.** S09 PUMP BUILDING EXTERIOR
- 36.2.3.10.** S10 INFLUENT STRUCTURE - ROOF EXTERIOR
- 36.2.3.11.** S11 INFLUENT STRUCTURE - INTERIOR
- 36.2.3.12.** S12 ODOR CONTROL AND CHEMICAL STORAGE
- 36.2.3.13.** S13 PUMP BUILDING SECTION

36.2.4. ELECTRICAL

- 36.2.4.1.** E1 MAIN SINGLE-LINE EXISTING POWER SYSTEM
- 36.2.4.2.** E2 MAIN SINGLE-LINE REQUIRED MODIFICATIONS
- 36.2.4.3.** E3 MCC BANKS ELEVATION
- 36.2.4.4.** E4 MOTOR CONTROLLER ELEVATIONS
- 36.2.4.5.** E5 ELECTRICAL SITE PLAN
- 36.2.4.6.** E6 MAIN FLOOR ELECTRICAL PLAN AS-BUILT
- 36.2.4.7.** E7 PUMP CONTROL BLOCK DIAGRAM
- 36.2.4.8.** E8 INSTRUMENTATION DIAGRAM
- 36.2.4.9.** E9 CONTROL WIRING DIAGRAMS SHEET 1
- 36.2.4.10.** E10 CONTROL WIRING DIAGRAM SHEET 2
- 36.2.4.11.** E11 MAIN FLOOR FA REQUIREMENT
- 36.2.4.12.** E12 PUMP LEVEL FIRE ALARM
- 36.2.4.13.** E13 MAIN FLOOR EMERGENCY NOTIFICATIONS
- 36.2.4.14.** E14 PUMP LEVEL EMERGENCY MODIFICATIONS
- 36.2.4.15.** E15 MAIN CONTROL PANEL
- 36.2.4.16.** E16 GAS DETECTION SYSTEM

36.2.4.17. E17 SECURITY CAMERA SYSTEM

37. 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.

37.1 The Proposer 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. The Proposer to submit SOV as part of the proposal. The Propsoal shall account for the following construction work items as applicable to their Desing, including but not limited to the below:

Remove Existing Bar Screen and Mechanical Screen	LS
Install Bar Screen	EA
Install Mechanical Screen	EA
Remove and Replace Conveyor with Enclosed Conveyor	LS
Remove and Replace Concrete Slab	CY
Clean, Surface Preparation, Concrete Repair, and Epoxy Spray in Influent Screening Chamber and Wet Well	LS
Remove and Replace Sluice Type Gate and Motor	EA
Building Interior Concrete Crack Repair	LS
Building Interior Railing	LS
Building Exterior Concrete Crack Repair	LS
Chemical Storage Housekeeping Items	LS
Mechanical Room Leak Repair	LS
Remove Non-Functional Mechanical Equipment	LS
Remove and Replace Metal Storage Cabinets	LS
Remove and Replace Metal Shelving	LS
Install Toe Plates	LS
Replace/Modify Floor Grating	SF
Concrete Spall Repair at Roll-up Door	LS
Odor Control Repairs	LS

Chemical Storage Containment Crack Repair and Lining	LS
Clean and Refurbish Pump <u>(Only if working per Alternative A)</u>	EA
Inspect Pump Casing and Volute <u>(Only if working per Alternative A)</u>	EA
Repair Pump Shaft and Cage <u>(Only if working per Alternative A)</u>	EA
Equipment: 30" Cone Valve	EA
High Pressure Unit (HPU) for Cone Valves	EA
Hydraulic Pumps for Cone Valves	EA
VFDs (Ultra Low Harmonic)	EA
Install Transfer Pump	EA
Install Sump Pump	EA
Install Pipe Supports and Straps	LS
Repair Pipe Gallery Pipe Supports, Stairs, and Joints	LS
48" Pipe Lining	LF
Equipment: 48" Gate Valve	EA
Equipment: 36" Gate Valve	EA
Equipment: 54" Gate Valve	EA
Install 36" Steel Pipe	LF
Install 54" Steel Pipe	LF
36" Pipe Lining	LF
Install ARVs	EA
Install Drain Down Piping Outlet	LS
Install short circuit, arc flash power system Studies	LS
Install Emergency Voice Notification System	LS
Install Solid-State Reduced Voltage Starters (SSRV)	EA
Install Medium Voltage Gear Seismic Calculations	LS
Install DCS Software modifications and additions	LS
Install Air Conditioning System	LS
Install Gas Monitoring System	LS
Install Fire Alarm System	LS

Remove Unused Electrical/Control Equipment and Wiring	LS
Install Medium Voltage MCC Bank with one built-in SSRV	EA
Install 56" Ultrasonic Flow Meter on 72" line	EA
Install 24" Magnetic Flow Meter on 36" line	EA
Install Pressure Gauge	EA
Install Pressure Transmitter	EA
Install Ultrasonic Level Controller	EA
Install Alarm Floats	EA
Install Pump Vibration Monitoring Systems	EA
Install PLC and DCS interfaces	EA
Install Pump Supports	EA
Repair Pump Supports	LS
Replace Mechanical Seals	LS
Recoat Crane	LS
Testing of Pump, Shaft, Motor, and VFD	LS
Equipment: Pump, Shaft, and Motor	EA
Special Inspections - Structural and Electrical	LS
Sewer Bypass Equipment and Piping	Days

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."

1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:

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

1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

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

2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

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

BID NUMBER: K-24-2220-DB2-3-C

CONTRACT OR TASK TITLE: Pump Station 1 Improvements and Modernization

CONTRACTOR: J.R. Filanc Construction Co., Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Preliminary Design & Investigations Pump Design Bypass Design 60% Design including survey, WPCP development Procurement Pumps, Valves, Screens, MCCs, VFDs, Piping, Odor Control Submittals	NTP	July 31, 2025	\$ \$15,282,580
2	-Complete 60% design & 100% design and complete submittals of all equipment. -Fabricate & Deliver Initial 3 Pumps, Valves, 1 Screens, Conveyors, Piping, MCCs, VFDs -Install & Operate Bypass System -Partial Install Screens & Conveyors at Channel 1 -Partial Coatings Channel 1, 2 & Wetwell 1 -Partial Install Piping & Valves in Gallery for Pumps 1, 2 & 3 -Partial Install Pumps 1. & associated Piping, Valves, Electrical & Instrumentation -WPCP Implementation	August 1, 2025	July 31, 2026	\$33,000,000
3	Fabricate & Deliver remaining 3 Pumps, Valves, 1 Screen, Conveyors, Piping, MCCs, VFDs Operate Bypass System Complete Install Screens & Conveyors at Channel 2 Complete Coatings Channel 1, 2 & Wetwell 1 Complete Install Piping & Valves in Gallery for Pumps 1, 2 & 3 Complete Install Pumps 1, 2 & 3 & associated Piping, Valves, Electrical & Instrumentation WPCP Implementation	August 1, 2026	July 31, 2027	\$17,000,000
4	-Coatings Channel 3 & Wetwell 2 -Piping & Valves in Pipe Gallery for Pumps 4, 5 & 6 -Install Pumps 4, 5 & 6 and associated Piping, Valves, Electrical & Instrumentation -WPCP implementation and removal. -Final Acceptance -As-Built drawings -Project Close-out	August 1, 2027	NOC	\$28,000,000
Contract Total				\$ 93,282,580

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

PRINT NAME: Abi Palaseyed
Construction Senior Engineer

Signature: abi palaseyed

Date: 8/6/2024

CONTRACTOR

PRINT NAME: Robert Zaiser

Title: Vice President

Signature: 

Date: 7/30/2024

PRINT NAME: Eric Rubalcava
Design Senior Engineer

Signature: 

Date: 8/5/2024

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. 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. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
4. 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 its 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, SDBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SDBE, 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 \$1,500,000 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 \$1,000,000 and under \$1,500,000 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 \$500,000 up to \$1,000,000 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 \$500,000 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":

To Item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To Item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **7:30 AM to 3:30 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

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.

3-7.6.1 Use of Computer Aided Drafting and Design. To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:

1. Use AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

3-9 TECHNICAL STUDIES AND SUBSURFACE DATA. To the "WHITEBOOK", ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Condition Assessment Report dated May 11, 2018 by HDR.
 - b) Condition Assessment Report dated February 23, 2024 by Kimley-Horn.
6. The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/1AxzDdje-KVrHd3Mapzqs0DDWqnBZfyld>

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

3-10 SURVEYING (DESIGN-BUILD).

3-10.1 General.

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

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

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

3-10.2 Monument Perpetuation.

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

3-10.3 Line and Grade.

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

3-10.4 Topographic and Monument Survey – Preliminary Design.

1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.

2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).
<https://www.nsp.us.com/page/ALTANSPSStandards>
3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
6. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
 - ii. Includes utilities collected on surface as required.
 - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Includes record monument points.
 - v. Data collector project files.
 - vi. Raw (unedited) data file.
 - vii. Project file.
 - viii. Point comma delimited text file formatted.
 - c) Topography.
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
 - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards

where 68% (1σ) of the contours tested fall within $1/3$ contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.

- d) Records Research.
 - i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
 - After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Survey Monument Measurements.
 - i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
 - All Monuments found shall be described with details as to what was found along with identifying number.

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

1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

<https://www.nspss.us.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.

3-12.5.2 Sewage Bypass and Pumping Plan

3-12.8.3 Equipment. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the

dewatering operations. The alignment of this pipeline shall be subject to the approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the traveled Surface in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

3-13.3.1 Defective Work. To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if you fail to correct the defective Work listed on the City's Punchlist within 180 Working Days after the Contract Time, you shall reimburse the City for all costs to provide inspection services required to monitor Work beyond the 180 Working Days. The City shall bill you for the additional inspection at the City's established rates.

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

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Pump Station 1 Site See **Appendix F – Coordination Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) PS1 & PS2 Cooling tower Replacement, Manuel Gonzalez, 619-533-3471

SECTION 4 - CONTROL OF MATERIALS

4-3.4 Specialty Inspection Paid for by the Contractor. To the "WHITEBOOK", ADD the following:

2. The specialty inspections required are listed as follows:
 - a) Structural Inspections
 - b) Electrical Inspections

4-3.4.1 Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for the specialty inspection service Work shall be included under the Lumps Sump Bid item for "Construction".

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 15 Working Days Prior to Proposal Due Date** 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.

5-4.2.6 Contractors Builders Risk Property Insurance.

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100 percent of the value of the Work under this Contract, plus 15 percent to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies that become due and payable under the policy or policies, may compromise any and all claims, and will apply the proceeds of this insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents. The responsibility for paying the part of any loss not covered because of the deductibles shall be apportioned among the parties, except for the City, as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100 percent of its loss. You

shall pay the City any portion of the loss not covered because of a deductible; at the same time the proceeds of the insurance are paid to the City as Trustee.

5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100 percent of the loss not insured because of the deductible.

5-4.2.7 Railroad Protective Liability Insurance. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, you may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

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.

5-4.5.2.2 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters. In addition to the Workers' Compensation Insurance required under the General Conditions of this Contract, you shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other applicable federal or state laws, relating to your Work in, over, or alongside navigable waters.

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.

5-4.5.5 Builders Risk Endorsements.

5-4.5.5.1 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 that arise from Work performed by the Named Insured for the City.

5-4.5.5.2 Builders Risk – Partial Utilization. If the City desires to occupy or use a portion or portions of the Work prior to Acceptance,, the City will notify you, and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

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 6 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.

5-7.1.4 Emergency Drills. To the "WHITEBOOK", Item 1, ADD the following

1. You shall participate in the City's initiated emergency drills.

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-10.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 3-11.2, "Project Identification Signs".
2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the "Notification of Planned Water Shutdown" when you perform the Work.
3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.
4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
6. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.

7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers described in section a) above.
9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
12. Provide time-stamped pictures of the notices to the Engineer,
13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).
15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.
17. A sample of public notices will be included in the Contract.

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 **Appendix D – Sample City Invoice** and use the format shown.

6-2.1

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

4. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) Wet Season Moratorium (November 1st to Aprtil 30th): Do not Work during wet season, November 1st until April 30th on installations or repairs, other Design Builder's activities such as but not limited to equipment purchasing and ordering, design preparation, and scheduling may occur during the low flows to pump stations within wet season as long as they do not impact the operations of the pump station. The Design Builder shall perform other activities as needed within wet season during the low flows to pump stations to fully utilize the dry season months for construction. These other activities shall be proposed by the Design Builder and discussed with the City during the City's project kick off meeting and will require City approval.The City has included working days for this moratorium period in the contract time.

6-3

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

2. You shall complete all design and construction work of Alternative A or Alternative B as described in the Scope of Work section of Attachment A by December 2028 considering the Moratorium mentioned in section 6-2.1. The City will assess Liquidated Damages in accordance with Section 6-9 "Liquidated Damages" after December 31st 2028.

6-3.1

General. To the "WHITEBOOK", item 3, subitem d, DELETE in its entirety and SUBSTITUTE with the following:

- d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation".

ADD:

6-6.1.1

Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Pump Station 1 Improvements and Modernization**, Project No. **L-24000.1.02.06**, 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.

6-9

LIQUIDATED DAMAGES. To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

7-2.1

General. To the “WHITEBOOK”, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item with the Price Proposal as part of the proposal.

7-3.1

General. To the “WHITEBOOK”, ADD the following:

- 3. The Lump Sum Bid item for “**Engineering and Design Services**” shall include but is not limited to technical investigations, reports, planning, project management, design plans, testing, training (including applicable manuals and manufacturer’s info), programming, and commissioning (including third party verification) as needed to meet the requirements described in Attachment A – Bridging Document. Design-Builder shall specify either Alternative A or Alternative B in the bid.
- 4. The Lump Sum Bid item for “**Construction**” shall include but is not limited to labor, equipment, and materials for field construction, mobilization, site preparation, and construction management as needed to meet the requirements described in Attachment A – Bridging Document. Design-Builder shall specify either Alternative A or Alternative B in the bid.

7-3.9

Field Orders. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

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 207 - GRAVITY PIPE

207-17.2.1

Identification Marks. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

207-17.2.1

Identification Marks. Polywrap shall not be used as pipe color identification for plastic pipe. All pipe, fittings, and couplings shall be clearly marked at intervals not to exceed 5 feet as follows:

- a. Color: Green (for wastewater applications).
- b. Nominal pipe diameter.
- c. PVC cell classification.
- d. Company, plant, shift, ASTM, SDR, and date designation.
- e. Service designation or legend.
- f. For fittings and couplings, the SDR designation is not required.

SECTION 209 - PRESSURE PIPE

209-1.1.1

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

2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
3. Refer to AWWA C900-16 for all references to AWWA C905.

209-7.2

Requirements. To the "GREENBOOK", Table 209-7.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 209-7.2

Function	Type	Materials/Method
Pipe Contents Identification	Pipe Color (Plastic Pipe or Polywrap ¹)	Blue for Potable Water. Purple for Recycled Water. Green for Sewage.
	AND	
	Stenciling	Stenciling marked on pipe in contrasting color to background color of pipe stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate.
		5/8" (16 mm) high letters.
		Repeated at 1 foot (300 mm) intervals.
	OR	
Identification Tape	Polyethylene tape 6" (150 mm) wide and 4 mils (100 µm) minimum thickness with 2" (50 mm) high letters stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate. For pipe > 12" (300 mm) diameter, use 12" (300 mm) wide tape.	
	Color - Blue With white letters for potable water, Purple With white letters for recycled water, Green with white letters for sewage.	
	Attached to top of pipe with adhesive tape.	
Pipe Warning and Locating	Warning and Locating Tape	Polyethylene tape 6" (150 mm) Wide and 4 mils (100 µm) minimum thickness with 2"(50 mm) high letters stating: "CAUTION: WATERLINE BURIED BELOW", "CAUTION RECLAIMED WATERLINE BURIED BELOW - DO NOT DRINK", or "CAUTION: SEWER BURIED BELOW" as appropriate. For pipe > 12" (300 mm) diameter, use 12" (300 mm) wide tape.
		Color - blue with black or white letters for potable water, Purple With black or white letters for recycled water, Green with black or white letters for sewage.
		Place in pipe trench 18" (450 mm) above pipe.
		Tape shall contain metallic strip that can be registered by magnetic field locating device.
		OR
	Locating Wire	In lieu of installing metallic warning tape; non-metallic warning tape 18" (450 mm) above pipe and 10-gauge copper wire attached to top of pipe and accessibly terminated may be used.

¹Polywrap shall not be used as pipe color identification for plastic pipe.

SECTION 402 – UTILITIES

402-2

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

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

SECTION 701 - CONSTRUCTION

701-1.1 **General.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall determine the quantities required to complete the Work. The quantities and values shall be included in the Schedule of Values in accordance with 7-2.1, "Schedule of Values (SOV)" and will be submitted as part of the proposal.

SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

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

Project Name: Pump Station 1 Improvements and Modernization

WBS No.: L-24000.1.02.06

Project Location-Specific: The project is located at 3550 Harbor Drive, San Diego, CA 92101, within the Barrio Logan Community Planning Area (Council District 8).

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

Description of nature and purpose of the Project: The project involves the design contract and scope of work for improvements at Pump Station No. 1. The scope of work includes upgrading the mechanical screens, rehabilitating the wet wells, replacing the six (6) pumps and rotating assemblies, replacing the motors to work with associated variable frequency drives (VFDs), replacing existing motor starters and liquid rheostats with VFDs, replacement of all suction pipes, replacement of the six 48" suction gate valves, replacement of the six 36" discharge gate valves, replacement of the 30" pump cone valve actuator system, removing the venturi flow meters and replacement with new modern flow meters on the new discharge piping. The work will occur within the Pump Station No. 1 footprint and will not include soil disturbance.

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: Scott Vurbeff
Email/Phone No.: svurbeff@sandiego.gov / (619) 533-3130
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: Sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction)
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which allows for the minor alteration of existing public structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, such as rehabilitating the wet wells; Section 15302 (Replacement or Reconstruction), which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, such as replacement of existing motor starters and liquid rheostats, suction gate valves, and suction pipes; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Scott Vurbef

Telephone: (619) 533-3130

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, Deputy Director

2/13/24

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.)

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
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- 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.

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123

Contractor's Name:

Project Name:

Contractor's Address:

Work Order No or Job Order No.

Contractor's Phone #:

City Purchase Order No.

Contractor's fax #:

Resident Engineer (RE):

Invoice No.

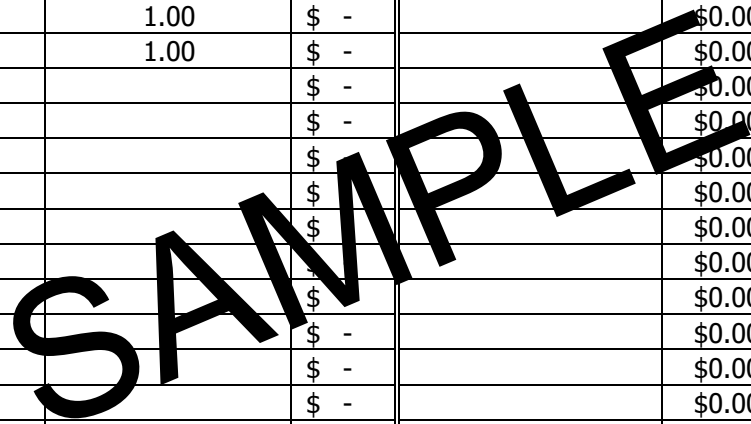
RE Phone#: Fax#:

Contact Name:

Invoice Date:

Billing Period: (To)

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining	
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount		
	1				1.00	\$ -		\$0.00		\$0.00	0.00	\$0.00	\$ -	
	2				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	3				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	4				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	6				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	7				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	8				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	6					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	7					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	8					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	9					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	10					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	11					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	12					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	13					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	14					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	15					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	16					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	17					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
		CHANGE ORDER No.				\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
		Total Authorized Amount (Original)					\$ -		\$0.00		\$0.00		\$0.00	\$ -
		Total Authorized Amount (including approved Change Order)					\$ -		\$0.00		\$0.00		\$0.00	\$ -
									\$0.00		\$0.00		\$0.00	Total Amount Remaining
											\$0.00		\$0.00	\$ -



SUMMARY

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

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

Resident Engineer _____ Date _____
 Construction Engineer _____ Date _____

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

1/10/2024 Rev

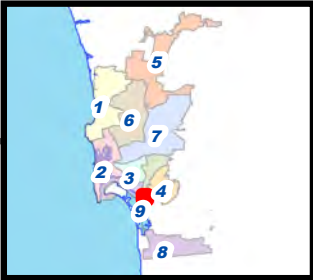
APPENDIX E
LOCATION MAP

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

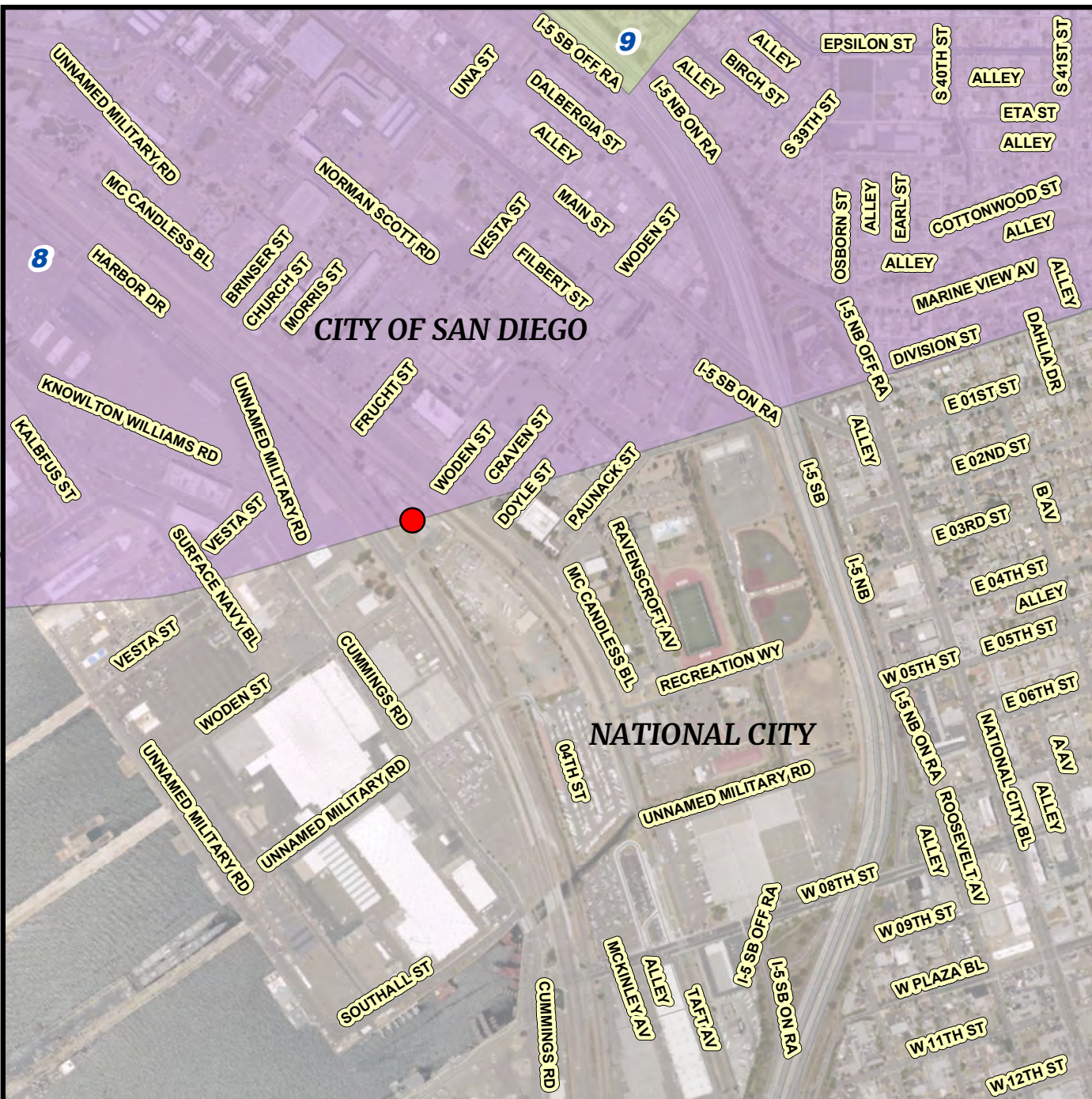
SENIOR ENGINEER
PARITA AMMERLAHN
(619) 533-5406

PROJECT MANAGER
SHAZA NEZHA
(619) 533-4695

PROJECT ENGINEER
NOORA FATHULLAH
(619) 235-1977



PREDESIGN LOCATION MAP



Legend

● Project Location



No Scale

Document Path: \\ad\dfs\FWD-Shared\PTTS-CIP-Preliminary-Engineering-and-Program-Coordination\PUDE Active\Pump Station 1 Improvement\Drafting\Location Map\Location Map.mxd

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APPENDIX F
COORDINATION MAP

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

COORDINATION MAP



PS 1 & PS 2 COOLING TOWER REPLACEMENT
 PM: MANUEL GONZALEZ
 TELE: 619-533-3471
 SC = 8-10-2020 EC = 7-19-2023

Legend

 Project Location



SC = START CONSTRUCTION
 EC = END CONSTRUCTION

No Scale

Document Path: \\ad\dfs\FWD-Shared\PTTS\PTTS-CIP-Preliminary-Engineering-and-Program-Coordination\PUUD PE Active\Pump Station 1 Improvement\Drafting\Coordination Map\Coordination Map.mxd

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APPENDIX G
HAZARDOUS 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 _____ 24 HR. PHONE () _____

ADDRESS _____

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
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 H

SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

APPENDIX I

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

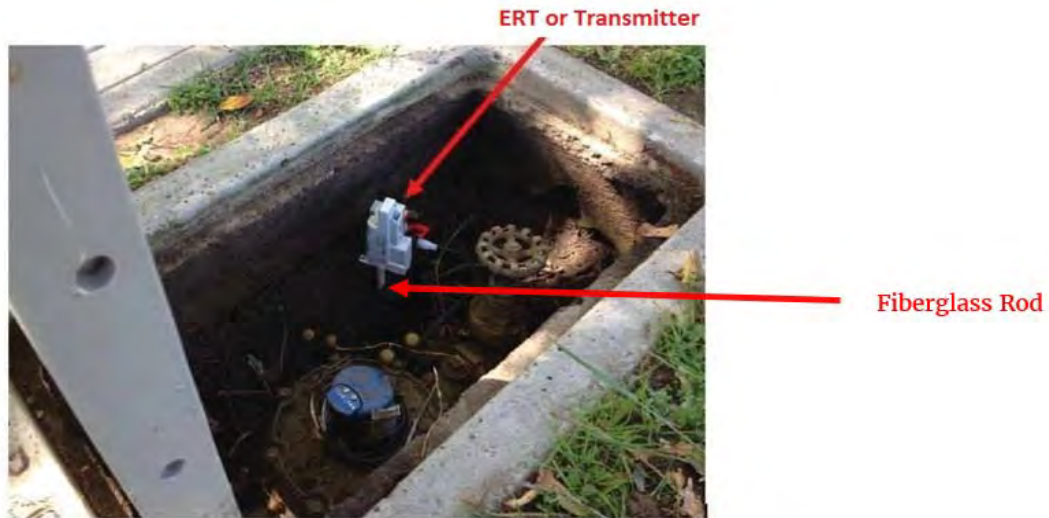


Photo 6 below is an example of disturbance that shall be avoided:

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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

ATTACHMENT F

**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)
COMPLIANCE (CARB)**

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) - (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
 3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
 2. The address or a description of the specific location of the emergency;
 3. The dates on which the emergency operations were performed; and
 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email dieselcomplaints@arb.ca.gov, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

ATTACHMENT G
EVALUATION AND SELECTION CRITERIA

ATTACHMENT G

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP – Pass / Fail

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

2. 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. Structural
 - 3.1.3. Mechanical
 - 3.1.4. Electrical
 - 3.1.5. Instrumentation and Controls
 - 3.1.6. Corrosion

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. Pump Station Upgrade: Describe the proposed modifications to the existing pump station, to include, at a minimum:
 - 4.1.2. Pumps and associated piping
 - 4.1.3. Pump station layout and any proposed added upgrades
 - 4.1.4. Stand-by power
 - 4.1.5. Odor control system
 - 4.1.6. HVAC modifications
 - 4.1.7. Instrumentation and controls
- 4.1.8. Conveyance System: Describe the proposed conveyance system, to include, at a minimum:
 - 4.1.9. Diversion structures
 - 4.1.10. Pipeline from diversion structures to existing Pump Station No. 9A: pipeline materials, size, methods of construction, including method for crossing river
 - 4.1.11. Pipeline from Pump Station 9A (ORPS) to GAPS: pipeline materials, size, methods of construction
 - 4.1.12. Pipeline extension to divert Imperial Beach flows directly to SMI
 - 4.1.13. Corrosion protection
 - 4.1.14. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component and proposed durations.

5. Construction Plan (35 Points Max)

- 5.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 5.1.1. Construction approach and methods
 - 5.1.2. Plan for operation of facility during construction
 - 5.1.3. Plan for phasing of construction activities
 - 5.1.4. General plan for functional testing and start-up.

- 5.1.5. Proposed safety program
- 5.1.6. Proposed emergency response plan
- 5.1.7. Proposed construction schedule
- 5.1.8. Proposed sewer by pass system
- 5.1.9. Traffic Control Management, if any
- 5.1.10. Community Impact, if any

6. Equal Employment and Contracting Opportunity (25 Points Max)

- 6.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.
- 6.2. Subcontractor Documentation
 - 6.2.1. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

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

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 Adjusted Low Proposal

- 8.1. The ranking of each Design-Builder during the Technical Proposal review and the interviews will serve as the divisor of the Price Proposal and determine the weighted price.

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

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

ATTACHMENT H
PRICE PROPOSAL FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Pump Station 1 Improvements and Modernization**, 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	 	\$ 850,000
2	541330	Engineering and Design Services	1	D	LS	 	\$ 4,313,000
3	237110	Construction	1		LS	 	\$ 79,359,080
4	236220	Building Permit (EOCP Type I)	1		LS	 	\$ 25,000
5		City Contingency (EOC Type II)	1		AL	 	\$8,500,500
6	541330	WPCP Development	1	D	LS	 	\$ 25,000
7	237310	WPCP Implementation	1		LS	 	\$ 60,000
8	541370	Survey Services (Design)	1	D	LS	 	\$ 50,000
9	541370	Survey Services (Construction)	1		LS	 	\$ 100,000
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 9 INCLUSIVE): \$							93,282,580

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


Price Proposal Forms

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

Ninety three million, two hundred eighty two thousand, five hundred and eighty dollars

Design-Builder: Filanc

Title: Omar Rodea, President

Signature: 

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

Please see Attachment A

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the Base Proposal alone.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone.
- 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 ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Kleinfelder</u> Address: <u>5761 Copley Drive</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92111</u> Phone: <u>858-223-8500</u> Email: <u>agarcia@kleinfelder.com</u>	Designer	1000014569	N/A	Design	\$3,488,151	OBE	N/A	N/A
Name: <u>Big Sky Electric</u> Address: <u>310 MacArthur Way</u> City: <u>Upland</u> State: <u>CA</u> Zip: <u>91786</u> Phone: <u>909-694-0432</u> Email: <u>lstrohm@bigskyelectric.com</u>	Constructor	1000027842	925689	E&IC	\$13,499,583	OBE	N/A	N/A

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

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

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

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

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

Form AA05 – Design-Build List of Subcontractors

**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 ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Bonita Pipeline</u> Address: <u>140 N. Glover Ave</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-434-9801</u> Email: <u>estimating@bonitapipeline.com</u>	Constructor	1000018819	817325	Screens, Conveyors, Cone Valves, Confined Space, Sluice Gates, Linestop	\$9,697,016	SLBE	City	N/A
Name: <u>Moor Electric</u> Address: <u>5505 Stevens Way</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92114</u> Phone: <u>619-250-0380</u> Email: <u>info@moorelectric-sd.com</u>	Constructor	1000002598	797985	Fiber Testing & Terminations	\$88,253	ELBE	City	N/A

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

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

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

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

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

Form AA05 – Design-Build List of Subcontractors

**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 ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Techno Coatings</u> Address: <u>785 E. Debra Ln</u> City: <u>Anaheim</u> State: <u>CA</u> Zip: <u>92805</u> Phone: <u>714-981-3472</u> Email: <u>nick@technocoatings.com</u>	Constructor	1000005841	296517	Concrete Repairs & Coatings	\$2,553,709	SBE	CADoGS	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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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		

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
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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

**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 ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>MC Systems</u> Address: <u>9157 Chesapeake Dr</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>92071</u> Phone: <u>619-270-6206</u> Email: <u>mcarlin@m-c-systems.com</u>	Constructor	1000031651	904987	VFD Install, Fire & Security Systems	\$1,306,000	SLBE	City	N/A
Name: <u>DHK Engineers</u> Address: <u>1851 Skyhill Place</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92026</u> Phone: <u>760-310-8544</u> Email: <u>dhkeng1@sbcglobal.net</u>	Designer	1000017687	N/A	Odor Control Ventilation	\$122,120	ELBE	City	N/A

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

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

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

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

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

Form AA05 – Design-Build List of Subcontractors

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR REGISTRATION NUMBER	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	There are no equipment/material suppliers identified at this time.						
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 Supplier List

ATTACHMENT I
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 28th day of October, 2024, by and between The City of San Diego [City], a municipal corporation, and **J.R. Filanc Construction Co., Inc. [Design-Builder]**, for the purpose of designing and constructing the Pump Station 1 Improvements and Modernization (Project) in the total amount of **\$93,282,580**, consisting of an amount not to exceed **\$15,282,580** for Phase I, **\$33,000,000** for Phase II, **\$17,000,000** for Phase III, and **\$28,000,000** for Phase IV. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-24-2220-DB2-3-C** for **Pump Station 1 Improvements and Modernization**, 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 Resolution No. R - 315817 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

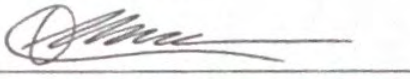
Print Name: Matthew Vespi
Chief Financial Officer

Print Name: Bonny Hsu
Deputy City Attorney

Date: 10/25/2024

Date: 10/28/24

CONTRACTOR Filanc

By 

Print Name: Omar Rodea

Title: President

Date: August 15, 2024

City of San Diego License No.: B1994000641

State Contractor's License No.: 134877

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Filanc _____, a corporation, as principal, and
Travelers Casualty and Surety Company of America _____, 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 **NINETY THREE
MILLION TWO HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$93,282,580)**
for the faithful performance of the annexed contract, and in the sum of **NINETY THREE MILLION TWO
HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$93,282,580)** 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

Mara W. Elliott, City Attorney

By: [Signature]

By: [Signature]

Print Name: Matthew Vespi
Chief Financial Officer

Print Name: Bonny Hsu
Deputy City Attorney

Date: 10/25/2024

Date: 10/28/24

CONTRACTOR

Filanc

SURETY

Travelers Casualty and Surety Company of America

By: [Signature]

By: [Signature]
Attorney-In-Fact

Print Name: Omar Rader, President

Print Name: Lawrence F. McMahon, Attorney-in-Fact

Date: Aug. 9, 2024

Date: August 6, 2024

21680 Gateway Center Drive, Diamond Bar, CA 91765

Local Address of Surety

909-612-3675

Local Phone Number of Surety

Premium is subject to adjustment
based on final contract price

\$642,246.00

Premium

108061540

Bond Number

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On August 9, 2024 before me, J. Masaitis, Notary Public
(insert name and title of the officer)

personally appeared Omar Rodea,
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 J. Masaitis



ACKNOWLEDGMENT

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

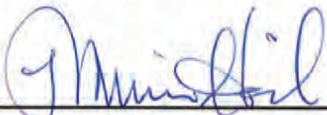
State of California
County of San Diego)

On August 6, 2024 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **LAWRENCE F MCMAHON** of **SAN DIEGO**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of August, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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: Filanc

Certified By Omar Rodea Name Title President

 Signature Date July 8, 2024

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Filanc		N/A	
Street Address	City	State	Zip
740 N. Andreasen Dr., Escondido	CA	92029	
Contact Person, Title		Phone	Fax
Omar Rodea, President		760-941-7130	760-941-3969

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
Please see Attachment A	
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.

Omar Rodea, President

Print Name, Title



Signature

July 8, 2024

Date

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

Attachment A

Name(s) of Member of Firm or Office of Corporation authorized to enter into a binding Contract	City and State of Residence	Employer (if different than Bidder/Proposer)
Mark E. Filanc, Board Chairman	Del Mar, CA	n/a
Omar Rodea, President	Carlsbad, CA	n/a
Christine Moore, CFO and Secretary	Carlsbad, CA	n/a
Norbert J. Schulz, Vice President	Del Mar, CA	n/a
Robert W. Zaiser, Vice President	Cardiff, CA	n/a
David J. Kiess, Vice President	Carlsbad, CA	n/a

Attachment A

March 4, 2024

Re: Acquisition of Filanc by Alberici Constructors Holding, LLC

To Whom It May Concern:

We are pleased to announce that as of Nov 1, 2023, Filanc has been acquired by Alberici Constructors Holdings, LLC (ACH). ACH is headquartered in St. Louis, Missouri with offices throughout North America. ACH's ownership structure is as follows:

100% ownership interest in Filanc

ACH is a Missouri LLC

ACH's operating managers are: Jose Garcia, Richard Jagers, Greg Hesser

ACH's parent company is Alberici Corporation.

This change in ownership will allow Filanc to continue to operate under its current name of Filanc. Please feel free to reach out if you have any questions.

Sincerely,



Omar Rodea

President
Filanc

**DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

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

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

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

NAME	TITLE
Please see Attachment A	

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

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

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

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

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

Contractor Name: Filanc

Certified By Omar Rodea Title President


 Name _____
 Signature _____

Date July 8, 2024

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

Attachment A

Name(s) of Member of Firm or Office of Corporation authorized to enter into a binding Contract	City and State of Residence	Employer (if different than Bidder/Proposer)
Mark E. Filanc, Board Chairman	Del Mar, CA	n/a
Omar Rodea, President	Carlsbad, CA	n/a
Christine Moore, CFO and Secretary	Carlsbad, CA	n/a
Norbert J. Schulz, Vice President	Del Mar, CA	n/a
Robert W. Zaiser, Vice President	Cardiff, CA	n/a
David J. Kiess, Vice President	Carlsbad, CA	n/a

Attachment A

March 4, 2024

Re: Acquisition of Filanc by Alberici Constructors Holding, LLC

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100% ownership interest in Filanc

ACH is a Missouri LLC

ACH's operating managers are: Jose Garcia, Richard Jagers, Greg Hesser

ACH's parent company is Alberici Corporation.

This change in ownership will allow Filanc to continue to operate under its current name of Filanc. Please feel free to reach out if you have any questions.

Sincerely,



Omar Rodea

President

Filanc

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
Please see attached	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Filanc

Certified By Omar Rodea Title President

Name


Date July 8, 2024

Signature

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
Louis Armstrong	President/CFO
Eric Soderquist	CFO
Scott Hillman	Secretary
Jennifer Rios	Assistant Secretary

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Kleinfelder, Inc.

Certified By Nick Fontaine, PE Title Senior Program Manager


 Name _____ Date July 10, 2024
 Signature _____

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
 TO BE COMPLETED BY BIDDER
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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
Big Sky Electric Inc.	
Larry Strohm	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Big Sky Electric Inc.

Certified By Larry Strohm Title President

Name

 _____ Date 7-8-2024

Signature

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**

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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
Francisco J. Marquez	President / CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Bonita Pipeline, Inc.

Certified By Francisco J. Marquez Title President / CEO


 Name _____ Date 07/08/2024
 Signature _____

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
Moor Electric Inc.	
Dwayne Henry	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Moor Electric Inc.

Certified By Dwayne Henry Title President

Name



Signature

Date 7/9/2024

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
Alan Pott	CEO/Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Techno Coatings Inc.

Certified By Nick Cichirillo Title Sales Manager/Bid Coordinator

Name
Nick Cichirillo
 Date 7-09-2024

Signature

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
Donald Harvey King	President, Principal Engineer

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: MANO King Engineers, Inc. dba DHK Engineers, Inc

Certified By Donald H King Title Pres. dba

Name

 Signature

Date 7/9/2024

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
Michael Carlin	Principal

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: MC Systems

Certified By Michael Carlin Title Principal


 Name

 Signature
 Date 07/10/2024

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 **Pump Station 1 Improvements and Modernization** 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: July 8, 2024

The Design-Builder: Filanc

By: 

(Signature)

Title: Omar Rodea, 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.

Caltrans funded contracts or Tasks, the Project shall be constructed in accordance with the Caltrans Special Provisions (including the payment of not less than the minimum wages set forth therein) and the Contract annexed hereto and in accordance with the Caltrans Standard Specifications dated May 2006, Standard Plans dated May 2006, Traffic Signal Control Equipment Specifications dated January, 1989, Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and General Prevailing Wage Rates of the State of California, Department of Transportation.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted N/A
- (2) Signature (Given and surname) of proprietor N/A
- (3) Place of Business (Street & Number) N/A
- (4) City and State N/A Zip Code N/A

(5) Telephone No. N/A Facsimile No. N/A

(6) Email Address N/A

IF A PARTNERSHIP, SIGN HERE:

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

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

N/A

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

N/A

Full Name and Character of partner

N/A

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

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


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

(7) Email Address N/A

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Filanc

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



(Signature)

Omar Rodea

(Printed Name)

President

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 740 N. Andreasen Drive

(5) City and State Escondido, CA Zip Code 92029

(6) Telephone No. 760-941-7130 Facsimile No. 760-941-3969

(7) Email Address orodea@filanc.com; bzaiser@filanc.com; bids@filanc.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, B, C-10

LICENSE NO. 134877 EXPIRES Sept. 30, 2025

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001631

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): 95-1758372

E-Mail Address: orodea@filanc.com; bzaiser@filanc.com; bids@filanc.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature _____ Title _____

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

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

(NOTARIAL SEAL)

Please see attached

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

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this _____
day of July 8, 2024, by Omar Rodea

_____ ,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature _____

A handwritten signature in blue ink, appearing to read 'J. Masaitis', is written over a horizontal line.

City of San Diego

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

ADDENDUM 1

PROPOSAL DOCUMENTS



FOR

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

RFQ No.:	<u>K-24-2220-DB2-3</u>
RFP NO.:	<u>K-24-2220-DB2-3-C</u>
SAP NO. (WBS/IO/CC):	<u>L-24000.1</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BP</u>

PROPOSALS DUE:

2:00 PM
JULY 10, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

Q1. We request a 3-month extension. The complexity of the project along with the fixed pricing requirements we feel would be beneficial to project. This request would extend the proposal due date to August 21st, 2024.

A1. City will extend the RFP for 6 more weeks. The proposal new due date is July 10th, 2024

Q2. Referencing the SLBE/ELBE on page 11 of the RFP. As this is a design build project and the current level of design has not matured enough for most SLBE/ELBE firm to bid from, we request the percentage requirements be moved to an Owner Allowance. As the design progresses, smaller firm will be able to gauge the scope and risk associated with their specific scope, the Owner will be able to pull from this allowance and meet the City's goals. This will eliminate a lot of risk these smaller firms will have to carry and provide the City and SLBE/ELBE subcontractors and suppliers surety of scope and pricing.

A2. The City does not contract SLBE/ELBEs through this method.

Q3. Referencing the SLBE/ELBE on page 11 of the RFP. It appears that the 22.3% (\$12.9million) goal is not attainable. The aspects of the project along with the City's SLBE/ELBE available subcontractor and supplier listings do not align. We request this goal be reduced to a similar goal percentage as seen on the Lakeside Valve Vault Replacement (K-23-2168-DBB-3-C), 5% (\$2.9million).

A3. The goals for Lakeside Valve Station (K-23-2168-DBB-3-C) were subject to the Environmental Protection Agency (EPA) "fair share" objective goals 2% MBE and 1% WBE, and not subject to the City's SLBE Program.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *May 9, 2024*
San Diego, California

RA/MJN/na

City of San Diego

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

ADDENDUM 2

PROPOSAL DOCUMENTS



FOR

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

RFQ No.:	<u>K-24-2220-DB2-3</u>
RFP NO.:	<u>K-24-2220-DB2-3-C</u>
SAP NO. (WBS/IO/CC):	<u>L-24000.1</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BP</u>

PROPOSALS DUE:


2:00 PM
JULY 10, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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

06/07/2024 Seal:

Date

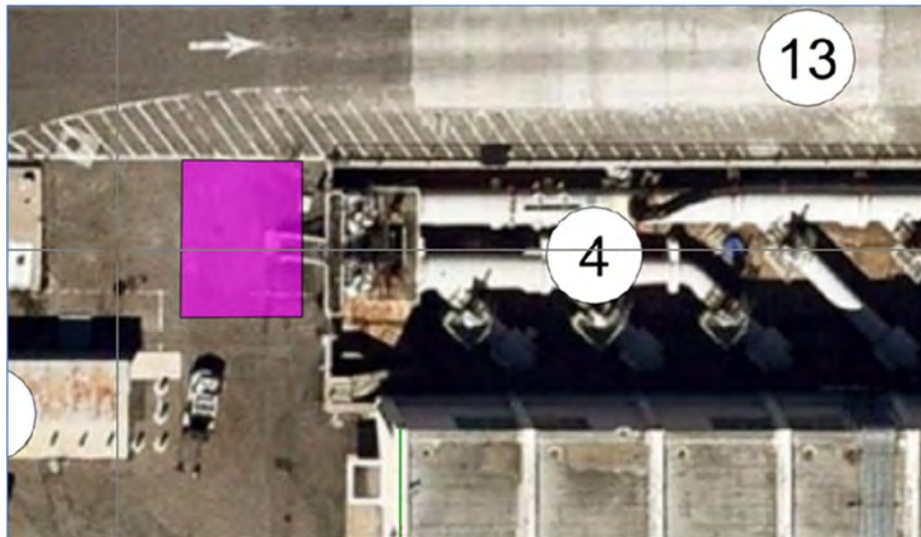


A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. At the first job walk, we were advised by the City that there was a concern associated with excavating native soils. It appears obvious to us, that this area has been excavated previously and we would not be dealing with native soils. In order to isolate the existing discharge lines it likely will require us to excavate and expose the downstream side of the existing 54" Gate Valves. We would plan install a temporary Line-Stop so to prevent backflow from the in-service system. Please confirm the indicated location below is allowed to be excavated and exposed to facilitate the temporary line stop installation.



A1. At this time, we do not anticipate any soil disturbance, and our preliminary environmental assessments are based on this premise. Our research indicates that the required work can be performed without disturbing the soil. In the event of soil disturbance within previously excavated areas, excavation will be permissible provided it remains within the artificial fills. The Design Builder shall provide additional details to the City at the kickoff meeting for thorough review and final approval. Since the land is federally owned by the US Navy, the Navy must be contacted for final approval as well before any soil disturbance takes place.

- Q2. At the pre-bid, we were advised that we would be given access to the following information:
- a. BIM model,
 - b. CAD files,
 - c. 3D Survey Scan,
 - d. Video of the Screens basement level,

Please advise if this information is available, and if so, how we can obtain it.

- A2. The requested documents are added to the Bridging Documents - Google Link under Addendum 2 folder.

- Q3. Please confirm the onsite truck dumping hours. We believe that the hours are 5am to 5pm. We anticipate setting a crane in the location of the truck access load out east of the pipe gallery in order to replace piping in the pipe gallery. Depending on the hours, this work may need to be performed at night to avoid impacts to operations.

- A3. Working hours are 5am-5pm. Night work is allowed with a 2-week notice and an approved Modification of Plant Operations (MOPO) or Notification of Plant Access (NOPA), depending on the Scope of Work.

- Q4. Referencing Phasing Note 1 on G02. We understand the City would like to keep as many pumps in operation as possible. When we shut down a wet well to rehabilitate the interior concrete 3-each pumps will be off line while the work is performed to recondition the interior of the wet well. In parallel, as we rehabilitate one of the wet wells, 1-each pump will be replaced. The pumps associated with the wet well that is being rehabilitated will remain ready to be in service should a rain event occur. To confirm the constructability of rehabilitating the wet wells please confirm 3-each pumps will be able to be off line at one time.

- A4. As the City needs to ensure we have four pumps able to operate at any time, no more than two pumps can be out of service at any time for repair or replacement. This includes for both contractor replacement and any necessary repairs by the City. The Design Builder may take two pumps out of service at a time during the dry season, as long as

operational conditions permit in the judgment of the City. Design Builder to confirm in writing with the City 30 days before the dry season which pumps can be taken out of service for replacement, at each dry season, to make sure City is able to continue service for all other pumps. The Design Builder shall coordinate with the City to allow the City to perform repairs or other urgent work as needed while maintaining four pumps in service at the Pump Station 1, including for City to respond to emergencies, unplanned outages, and sudden pump or other equipment failures, and to ensure City is able to have any needed repairs or maintenance completed before the wet season begins. For any pumps taken out of service, the Design Builder shall complete the changeout and commissioning and put the new pumps in service before the wet season starts. The dry season is May 1 - November 1.

However, for the work in manifold, three pumps can be temporarily out of service during a shutdown, provided that at least one pump out of the three pumps remains on standby and can be quickly reconnected in case of an emergency, or and after the shutdown. Manifold shutdown will need to take place in dry season only, would need to be two days maximum, and would require a ten-day dry weather forecast in case work goes past the planned time. Manifold shutdown would need to be contingent on all three pumps on the other manifold being in service when the time comes—if they go down for unrelated reasons that could rule out a manifold shutdown until they're fixed.

- Q5. Will the elevator be available to us during construction for personnel transport?
- A5. Yes.
- Q6. Solicitation K-24-2311-DBB-3 Pump Stations 1 and 2 Cone Valves was recently advertised by the City. Does the scope of this solicitation have any impact on this proposal? Since we are replacing the cone valves with new, we are unclear how they relate. Please clarify if we are to modify our approach based on this solicitation.
- A6. That cone valve solicitation has no impact on PS1 Improvements and Modernization project. Right now the scope for that project does not include any work at PS1, so there is no overlap. The PS1 cone valves are listed as alternative work so the City can get a price on file in case of any sudden failure.

- Q7. Please provide a communications block diagram for the Pump Station to include the 6 Pump PLCs (one for each pump) 2 Auxiliary PLCs located in the Mimic Panel Rear Section, 1 Chemical Area PLC and the 6 RIO cabinets (one for each pump) located on the lower pump level and the DCS system. If there are any additional PLCs or other equipment that needs to be in the communications block diagram in the pump station that was not mentioned please let us know what it is for and where it is located.
- A7. The requested documents are added to the Bridging Documents - Google Link under Addendum 2 folder. However, a block diagram must be re-created as part of the subject design-build contract.
- Q8. Please provide an I/O count for the PLCs that are listed above.
- A8. The requested documents are added to the Bridging Documents - Google Link under Addendum 2 folder. The exact I/O count should be verified by the design-builder after NTP is issued and re-created as part of the subject design-build contract.
- Q9. Please provide current as-built P&IDs for Pump Station 1
- A9. The requested documents are added to the Bridging Documents - Google Link under Addendum 2 folder.
- Q10. What is needed per pump? Docs show Suction pressure and Discharge pressure and temperature. Switches? Transmitters? (E-8 seems to be a typical drawing from 1988 but is this what is needed today?) We assumed that the flow diagrams from 1961 are no longer current (P-400 - P-402 in the as-built drawings provided)
- A10. Gauges and transmitters are required per Bridging Documents. Please refer to Section 2 Scope of Work, Section 3 Proposed Schedule of Work and Section 4 Performance Specification in the updated Bridging Documents added to the Bridging Documents - Google Link under Addendum 2 folder as well as Sheets E1 through E17 and Mechanical Sheets.
- Q11. What is actually needed going from liquid rheostat to VFD for flow control verses what is on documents?.

- A11. The City will run all pumps in MANUAL mode in the SCADA/remote mode. No auto/flow control strategies are required as per the City's operational policy/wish.
- Q12. Motor RTD's? Vibration (motor and shaft?) Is this existing do they want on new? If so, where do they report to PLC or VFD/RVSS?
- A12. This requirement is shown on sheet E7, note 1. Ie VFD/RVSS
- Q13. Please clarify who is responsible for PLC programming for this project?
- A13. PLC programming is under the subject Design-Builder's Contract responsibility.
- Q14. Pleased clarify the area classification of the different levels. Are they Class 1 Div 1, Class 1 Div 2 or unclassified?
- A14. Main PS levels: basement, pump room, mezzanine, motor room: Unclassified Enclosed Headworks where bar screens are located: Class I Div 1
- Q15. Please clarify what the electrical testing requirements are. Can we test to NETA standards or does the testing company need to be a NETA certified company?
- A15. Electrical testing shall be per NETA. Testing firm shall be NETA certified or manufacturer that supplies the gear.
- Q16. It is our intention to reuse existing conduits to the largest extent possible. Please confirm this is acceptable.
- A16. Yes.

C. ATTACHMENTS

1. To Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS, Item 36, **Bridging Documents, sub-item 36.1**, page 82, The Google Drive Link below:
<https://drive.google.com/drive/folders/1AxzDdje-KVrHd3Mapzqs0DDWgnBZfyld>
has been updated to include a new folder titled as **Addendum 2**, which includes a revised file for **PS1 Bridging Documents**. The updates include:
 - a. To Section 2, SCOPE OF WORK, Table 2 Phase 1 Work, Building/Structural Process Section, DELETE the following:
 1. Repair cracks in structure [CDO #6]

- b. To Section 2, SCOPE OF WORK, Table 3 Phase 2 Work, Pumps and Drives Process Section, REPLACE item 4 with the following:
 - 4. Replace Liquid Rheostats and Soft Starts with VFDs (6 Total) [CDO #18]
- c. To Section 2, SCOPE OF WORK, Table 3 Phase 2 Work, Electrical/Mechanical Process Section, DELETE the following:
 - 1. Replace liquid rheostats with VFDs and solid state reduced voltage starters [CDO #18]
- d. To Section 2, SCOPE OF WORK, Table 4 Proposed Schedule of Work, Pre-purchase electrical equipment upgrades Activity Section, Replace the comment with the following:

VFD during 60% design process 88 weeks
- e. To Section 4, PERFORMANCE SPECIFICATIONS, Item 4.1.2, MECHANICAL SCREENS, ADD the following:
 - 2) Mechanical Screen replacement arrangement shall be determined by the Design/Build contractor. Currently, bridging document shows it underground for time purposes. The City desires to move the mechanical screens and conveyors above ground by December 2028. Design/Build contractor shall determine the feasibility of replacing the mechanical screens above ground or in-place and any structural adjustment needed, as part of their proposal.
- f. To Section 4, PERFORMANCE SPECIFICATIONS, Item 4.1, HEADWORKS, ADD the following Sections:
 - 4.1.4 CONCRETE SLAB AND CONTAINMENT AT SOLIDS HOPPER
 - 1) Design/Build contractor shall provide concrete repair to address the structural damage around the perimeter of the solids hopper that includes spill and crack repair. Concrete Repairs shall be in accordance with **Appendix G**. Containment system shall be returned to the original functionality.

4.1.5 REPAIR OR INSTALL CONCRETE LINERS IN WET WELL,
REMOVE DEBRIS

- 1) The rehabilitation of existing concrete liner includes a new spray on concrete liner in the wet well by the Design/Build contractor. Design/Build contractor shall remove the concrete liner and install a new concrete liner. Concrete Repairs and Liner shall be in accordance with **Appendix G**.

- g. To Section 4, PERFORMANCE SPECIFICATIONS, Item 4.2, BUILDING/STRUCTURAL, ADD the following Sections:

4.2.1 CHEMICAL STORAGE ROOM

- 1) Design/Build contractor shall provide list of manufacturers and equipment selections to address the replacement of the door and receptacles for pump power supply in the Chemical Storage Room.

4.2.2 REPAIR SPALLING CONCRETE AT EAST WALL AT PIPING PIT

- 1) Design/Build contractor shall provide adequate repair to the spalling concrete at the east wall of the piping pit. Concrete Repairs shall be in accordance with **Appendix G**. Piping pit shall be returned to the original functionality.

- h. To Section 4, PERFORMANCE SPECIFICATIONS, Item 4.5.3, VALVES, item 1, Subitem h, DELETE in its entirety and SUBSTITUIE with the following:

- h) Cone valve shall have dedicated hydraulically operated actuator that can independently operate the valve.

- i. To Section 4, PERFORMANCE SPECIFICATIONS, Item 4.5, PIPING AND VALVES, ADD the following Section:

4.5.4 REPAIR CRACKED PIPE SUPPORTS

- 1) Design/Build contractor shall provide adequate repair to the pipe supports. Design/Build contractor

shall determine the feasibility of replacing the pipe supports or repairing them.

2. To Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS, Item 36, **Bridging Documents, sub-item 36.1**, page 82, The Google Drive Link below:

<https://drive.google.com/drive/folders/1AxzDdje-KVrHd3Mapzqs0DDWqnBZfyld>

has been updated to include a new folder titled as **Addendum 2**, which includes updated drawings for the following sheets:

- a. G-02
- b. M-05

3. To Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS, Item 36, **Bridging Documents, sub-item 36.1**, page 82, The Google Drive Link below:

<https://drive.google.com/drive/folders/1AxzDdje-KVrHd3Mapzqs0DDWqnBZfyld>

has been updated to include a new folder titled as **Addendum 2**, which includes an additional file for **PS1 As-Builts**.

4. To Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS, Item 36, **Bridging Documents, sub-item 36.1**, page 82, The Google Drive Link below:

<https://drive.google.com/drive/folders/1AxzDdje-KVrHd3Mapzqs0DDWqnBZfyld>

has been updated to include a new folder titled as **Addendum 2**, which includes a new file for **PS1 Photos**.

5. To Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS, Item 36, **Bridging Documents, sub-item 36.1**, page 82, The Google Drive Link below:

<https://drive.google.com/drive/folders/1AxzDdje-KVrHd3Mapzqs0DDWqnBZfyld>

has been updated to include a new folder titled as **Addendum 2**, which includes a new file for **PS1 Revit Model and PointClouds**.

6. To Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS, Item 37, **Supplemental Requirements**, page 86, Add the following:

37.2 The contractor shall comply with the following:

- a. Any soil disturbance shall be limited to artificial fills. The Design Builder shall provide additional details to the City at the kickoff meeting for thorough review and final approval for any soil disturbance proposal. Since the land is federally owned by the US Navy, the Navy must be contacted for final approval as well before any soil disturbance takes place.
- b. The pump station shall be limited to a total shutdown time of 5 hours with no more than 2 pumps out of service at any time for repair or replacement. This includes for both contractor replacement and any necessary repairs by the City. The Design Builder may take two pumps out of service at a time during the dry season, as long as operational conditions permit in the judgment of the City.
- c. Bypass operations shall be above ground, as possible, and minimize soil disturbance as much as possible and shall be limited to artificial fills if excavation is proposed.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *June 7, 2024*
San Diego, California

RA/MJN/na

City of San Diego

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

ADDENDUM 3

PROPOSAL DOCUMENTS



FOR

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

RFQ No.:	<u>K-24-2220-DB2-3</u>
RFP NO.:	<u>K-24-2220-DB2-3-C</u>
SAP NO. (WBS/IO/CC):	<u>L-24000.1</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BP</u>

PROPOSALS DUE:

2:00 PM
JULY 10, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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

6/13/2024

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Is it the intent of the City to retain the Mimic Panel? If so, please provide the following information:

A1. The project includes the installation of a new Mimic Panel, which is part of the Design Builder's responsibility, reflecting the current power distribution as shown on Drawing E2. The City intends to keep the Mimic Panel functional during the construction of this project to ensure operation in case of any Distributed Control System failure. Demolition of the existing Mimic Panel is also part of the Design Builder's responsibility once the new Mimic Panel is installed and functional.

Q2. Does the City want to have the indicating lights upgraded to LED?

A2. Yes

Q3. Are all the lighting and controls to be from the PLC(s)?

A3. Yes for all functions related to the new PLC.

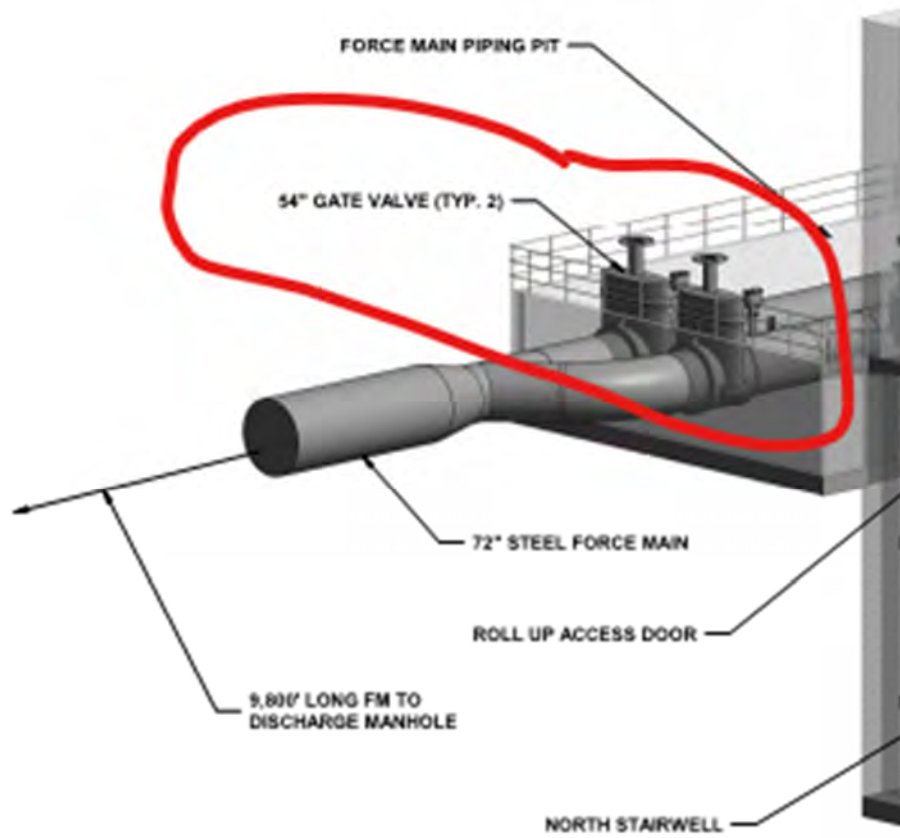
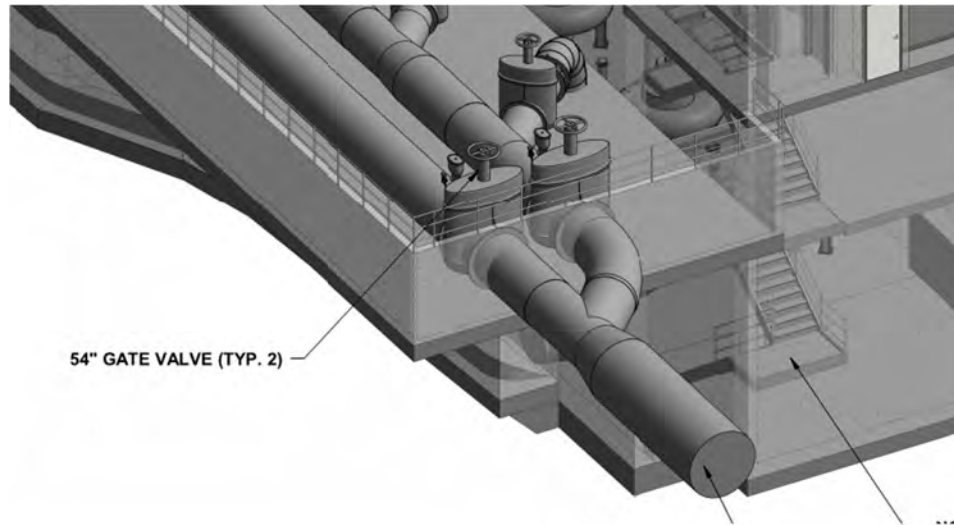
Q4. Does the City want to retain the switchgear section on the right? Is it currently operational?



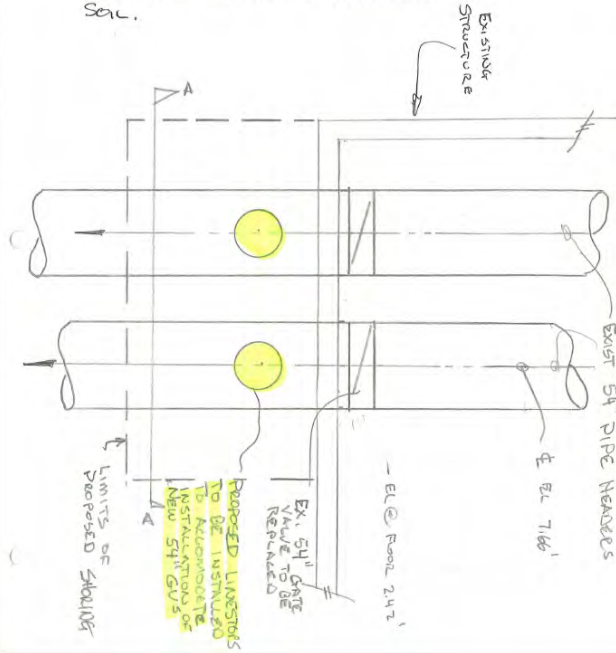
- A4. Yes. No need to display voltage or current. See response to main question #1
- Q5. Please provide any information that the City has for as-built drawings on the Mimic Panel in the control room.
- A5. The requested documents are added to the Bridging Documents - Google Link under Addendum 2 folder.
- Q6. Will the City accept Siemens GH180 drives? They are the newest update to the Siemens line of 5KV VFDs.
- A6. Yes, "Siemens GH180" is acceptable. City prefers: ABB, Allen Bradley or Siemens Robicon or equal.
- Q7. Please clarify who is responsible for SCADA Programming for the project?
- A7. SCADA configuration is under the subject Design-Builder's Contract responsibility.
- Q8. On sheet M21 of the PS1 Drawings that are part of the Bridging Documents there is a note that's says "MODIFY INFLUENT CHANNELS AS NEEDED TO FACILITATE BETTER FLOW. MODEL AS NEEDED TO MINIMIZE LOW VELOCITY AREAS". The Hydraulic Institute standard 9.8 requires pump stations of this capacity (over 100,000 gpm) to be modeled using a physical scale model of the pump station intake. Is it the City's intent to include a physical scale model of the pump station intake as part of this project's scope of work?
- A8. To enhance hydraulic efficiency and minimize low velocity areas due to solid accumulation, which necessitates periodic cleaning, modeling is included as part of this project's Design Builder responsibility. The modeling does not need to be physical; a Computational Fluid Dynamic (CFD) model is acceptable.
- Q9. As a follow up to this question: If the model indicates changes to the wetwell configuration are recommended, the modifications would be outside the scope of the work being proposed as we do not have any concept for the potential modifications. Should we exclude modification costs and address them as a change order or include an allowance in the proposal until scope is defined?

- A9. This will be scoped based on modeling after NTP and negotiated in good faith effort with the City as a Change order.
- Q10. We have been advised at each job walk by City staff that the screens' discharge and screenings' conveyor are to be located above grade. We were advised that an addendum will be issued to address this scope change from the original bid/bridging documents. Please confirm this revision is to be the basis of the proposal.
- A10. The relevant language regarding the mechanical screen and conveyor scope of work was included in Addendum 2, which was issued on June 7th, 2024.
- Q11. The PS1 Improvements project includes the replacement of two 54" gate valves located within the discharge piping pit. The most desirable method for replacing the valves would be to perform the work during the dry season and during the low flow hours where 3 pumps can remain in full operation. Currently there is no way to isolate the discharge piping on the "downstream" side of the 54" valves and there is a static head on the downstream side of the 54" valves. The best way to isolate the discharge headers and keep the pump station operational is to install a "linestop" on the downstream side of each of the 54" valves. This would allow one of the headers to be taken out of service while isolating that side from the static head of the system.

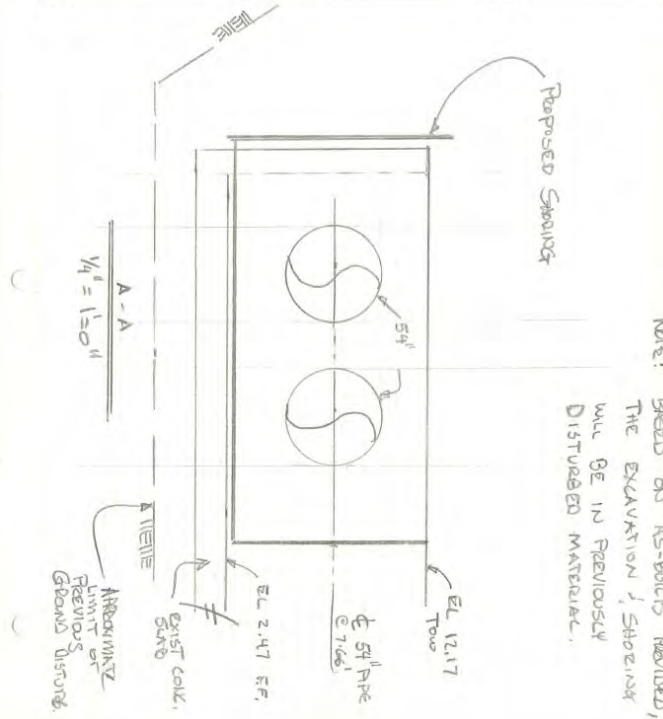
The "linestop" would need to be installed outside the existing discharge piping pit and would require a 10' by 10' by 10' deep shoring pit and excavation. Reference the drawings provided in this RFI which shows a "plan" view of the proposed shoring system as well as a section of the proposed shoring. By virtue of the construction of the pit and the double barrel 54" pipes heading north to the meter vault and as depicted on the sketches, the excavation within the shored system will be in entirely "previously disturbed soil" from when PS1 was originally built. We have been told that excavation at the site into "native" material may initiate environmental and permitting restrictions – this procedure would not excavate into "native" materials.



PROJECT PS.1
 TASK VERIFY PROPOSED SOIL DISTURBANCE IS WITHIN PREVIOUSLY DISTURBED SOIL.



PROJECT PS.1
 TASK _____



Our request is that the city consider this as an acceptable methodology for the replacement of the 54" valves. Another option to avoid excavation for the valve replacement would be to add line stops in each of the headers in the pit as well as a hot tap in the meter vault, a line stopping device in the meter vault, and a bypass pipe connected from each of the discharge headers to the "hot tap" within the meter vault. The second option would be a much higher expense to the project.

A11. In the event of soil disturbance within previously excavated areas, excavation will be permissible provided it remains within the artificial fills or previously-disturbed soils. The Design Builder shall provide additional details to the City at the kickoff meeting for thorough review and final approval. Since the land is federally owned by the US Navy, the Navy must be contacted for final approval as well before any soil disturbance takes place.

Q12. Regarding the insurance requirements.

- a. Builders Risk: Is Flood coverage required? If yes, for the full contract amount, or what limit is required for Flood?
- b. Builders Risk: Is Earthquake coverage required? If yes, for the full contract amount, or what limit is required for Earthquake?
- c. Hazardous Transporters Pollution Liability: Will the City accept coverage that responds for loss & claim expenses legally obligated to pay as a result of a CPL claim, but only if the BI/PD occurs because of a pollution event that arises out of the transportation of materials as a result of covered operations. Definition of Pollution as follows: Pollution Event is defined as, the discharge, dispersal, release, escape or growth of any solid, liquid, gaseous, or thermal irritant, contaminant, or pollutant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, bacteria, Fungus, legionella, pneumophila, waste, or low-level radioactive waste, and materials defined in the Code of Federal Regulations, Title 10, Part 61 (10 CFR 61) in concentrations at levels in excess of those naturally present in the environment.

- d. Railroad Protective Liability: Will the city accept CG 24 17 10 01 endorsement? Copy of endorsement attached.

** Refer to page 10 of this Addendum.*

A12.

- a. Flood is not required.
- b. Typically, we do not require Earthquake coverage in contracts.
- c. Agreed.
- d. This endorsement is acceptable.

C. CHANGES TO THE REQUEST FOR PROPOSALS

- 1. To Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS, Item 36, **Bridging Documents, sub-item 36.1**, page 82, The Google Drive Link below:

<https://drive.google.com/drive/folders/1AxzDdje-KVrHd3Mapzqs0DDWqnBZfyld>

has been updated to include a new folder titled as **Addendum 3**, which includes an updated drawing for M-02 sheet.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *June 13, 2024*
San Diego, California

RA/MJN/na

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

City of San Diego

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

ADDENDUM 4

PROPOSAL DOCUMENTS



FOR

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

RFQ No.:	<u>K-24-2220-DB2-3</u>
RFP NO.:	<u>K-24-2220-DB2-3-C</u>
SAP NO. (WBS/IO/CC):	<u>L-24000.1</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BP</u>

PROPOSALS DUE:

2:00 PM
JULY 10, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. This is a follow-up to a previous RFI relating to the SLBE/ELBE Subcontractor Participation Percentages. As indicated on a previous RFI, the 22.3% total SLBE/ELBE mandatory participation is not a reasonable goal for this highly specialized project. We had requested and received a reduction to this percentage on a past project. We have initiated our GFE, and are not finding subcontractors specialized in this work. Buying major equipment through SLBE/ELBE suppliers may help meet part of the goals, if the subcontractors qualify as suppliers, but also adds significant cost to the project as the major components are specialized process equipment and not commodities. We prefer to meet the goals, rather than submit GFE, but do not believe it is obtainable based on the current percentages. Please reconsider reducing the SLBE/ELBE percentages on this project to a total range less than 10%.

A1. The overall Mandatory Subcontracting participation goal has been revised to 12.9% and it can be met through a combination of SLBE and/or ELBE firms. A recommended breakdown has been provided in section C of this Addendum.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To section 11, SUBCONTRACTING PARTICIPATION PERCENTAGES, **subsection 11.1.**, page 7, **DELETE** in its entirety and **SUBSTITUTE** with the following:

11.1. 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 **5.0%**
- 2.** ELBE participation **7.9%**
- 3.** Total mandatory participation **12.9%**

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *June 18, 2024*
San Diego, California

RA/MJN/na

City of San Diego

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

ADDENDUM 5

PROPOSAL DOCUMENTS



FOR

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

RFQ No.:	<u>K-24-2220-DB2-3</u>
RFP NO.:	<u>K-24-2220-DB2-3-C</u>
SAP NO. (WBS/IO/CC):	<u>L-24000.1</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BP</u>

PROPOSALS DUE:

2:00 PM
JULY 10, 2024

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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

6/25/2024 Seal:
Date



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

- Q1. With reference to Attachment G Evaluation Criteria, it appears that the criteria listed under Section 4 Technical Approach to Design Concept may be from another project. For example items 4.1.10 and 4.1.11 refers to Pump Station No. 9A and 4.1.12 refers to Imperial Beach. Similarly some items in Section 5 like 5.18 (sewer bypass), 5.19 (traffic control) and 5.1.10 (Community Impact) do not appear to be directly relevant to the scope of the PS 1 project. Please review these sections and provide detailed guidance on how you would like us to structure our written proposal.
- A1. Items 4.1.10, 4.1.11, and 4.1.12 have been excluded from the required elements. Refer to section C, item 2 of this Addendum.
- Regarding Section 5 and the section subs, it is the Design Builder responsibility to determine which elements are applicable to our project and necessary and shall include them in their proposal.
- Q2. Per Addendum 2 Q&A #13 the PLC programming is by the contractor. Please confirm that the City is contracting with Emerson for DCS hardware, programming, screen development, data acquisition from the PLCs and any other items that are required for the modifications to Pump Station 1. It would seem to be in the best interest of the project to have continuity of these services through the City as Emerson has been the sole sourced provided for the City for nearly 30 years.
- A2. No. PLC programming and DCS integration is Design Builder responsibility as part of this project.
- Q3. Please provide current Single line and O&M's for the 480V system for Pump Station 1. Please include load calcs for each system. This is needed to evaluate capacity for additional 480V loads that are required for this proposal.
- A3. The requested documents are added to the Bridging Documents - Google Link under Addendum 5 folder. Refer to Section C, item 1 of this addendum.

- Q4. There is no mention of the DC power system in the documents that were issued for bid. Is the expectation that the existing DC system is not to be included in this project?
- A4. The project anticipates converting the DC equipment to Alternating Current (AC) as part of this project.
- Q5. Please provide the single line for the DC system if we are to provide upgrades to the DC system.
- A5. The requested documents are added to the Bridging Documents - Google Link under Addendum 5 folder. Refer to Section C, item 1 of this addendum.
- Q6. We are looking for further clarification for Q & A #7 on Addendum #3. Based on our team's 25+ year history with the City working on DCS projects for the Wastewater Department, we are in agreement that the contractor will be providing the PLC programming as is normal for all city work.
- A6. Please see response to question 2 above.
- Q7. What is not normal and why we seek clarification: Can you confirm that the City will contract directly with Emerson for DCS services as they are the city's sole source integrator to perform their proprietary DCS programming, configuration, and testing?
- A7. Please see response to question 2 above.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Attachments, Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND/OR BRIDGING DOCUMENTS, Item 36, **Bridging Documents, sub-item 36.1**, page 82, The Google Drive Link below:
- <https://drive.google.com/drive/folders/1AxzDdje-KVrHd3Mapzqs0DDWgnBZfyld>
- has been updated to include a new folder titled as **Addendum 5**, which includes updated drawings for the following sheets:
- a. SD Pump Station 1 Medium Voltage Switchgear Aux Circuits.
 - b. PS1 Electrical Site Plan As-Built.

- c. Operations and Maintenance City of San Diego – Pump Station 1 Motor Control Center.
 - d. Operations and Maintenance City of San Diego – Pump Station 2 Motor Control Center
2. To ATTACHMENTS, Attachment G, EVALUATION AND SELECTION CRITERIA, Section 4, Technical Approach and Design Concept, subsection 4.1., **Items 4.1.10, 4.1.11, and 4.1.12**, page 192, **DELETE** in their entirety.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *June 25, 2024*
San Diego, California

RA/MJN/na

City of San Diego

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

ADDENDUM 6 PROPOSAL DOCUMENTS



FOR

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

RFQ No.: K-24-2220-DB2-3
RFP NO.: K-24-2220-DB2-3-C
SAP NO. (WBS/IO/CC): L-24000.1
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 8
PROJECT TYPE: BP

PROPOSALS DUE:

**2:00 PM
JULY 10, 2024**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Addendum 5 Q & A 4 and 5 addressed the DC system at PS-1. It appears that there are two DC systems in operation at the PS now, one for the 4160 SWBD in the parking lot which is self contained in the gear and operating at 48VDC (see the Michael Backer Drawing E-10 dated 1/4/16 and the MCM Engineering II drawing P14048-1 dated 8/18/14 for reference) and one that is in the Pump Station Electric room operating at 125VDC (see Brown & Caldwell drawing I-4 Dated 12/3/04).

Please provide clarification on this issue as requested below. See attached picture for the 125VDC that is in the Pump Station.



- a. Is it the intent of the City to have both systems replaced and/or converted to AC, or just the one in the Pump Station Electric room operating at 125VDC?
- b. Please provide the panel schedule and single line diagram for the 125VDC system.

- c. Please confirm that the 48VDC system in the main switchboard is to remain and not be modified?
 - 1. If it is to be modified, is it the intention of the City to change all breaker control power from DC to AC?
 - 2. Or, is it the intention of the City to only change relay control power from DC to AC?
 - 3. Please provide all shop drawings for the main switchboard if modifications to the 48VDC system is required.

**Refer to pages 5 through 7 of this Addendum.*

- A1. See the following responses:
 - a. No. No 48VDC nor 125VDC system conversion is included in this project.
 - b. These documents are not available at the moment.
 - c. Correct.
 - 1. No, leave it at 48VDC for the outdoor switchgear and leave 125VDC if the City confirms it is still being used.
 - 2. No. Control for relays remain at 48VDC.
 - 3. No, changes to 48VDC control circuits. All shop drawings for this outdoor gear are available.
- Q2. If the intent is to just replace and/or convert to AC the 125VDC system will there be a UPS system required or will the generator be sufficient for the items that are in the 125VDC system?

**Refer to pages 5 through 7 of this Addendum.*
- A2. The two gensets can power all these DC control power. No additional UPS is required.
- Q3. In response to addendum 5 Q&A #2 we would like to request that an allowance be provided by the City for the Emerson portion of the work. Without a defined scope of work Emerson will find it difficult to provide a price for this project in a timely manner. We would recommend the City use \$500,000.00 for this allowance.
- A3. No allowance will be used for this item. Design Builder can hire PLC programming and DCS integration company as they see fit and account for the cost in their proposal.

Q4. Can we arrange for a meeting with the City engineer who is most qualified to answer the EI&C questions in an effort to minimize the back and forth RFIs and responses in an effort to shorten the time needed to design and price the EI&C systems on this project?

A4. No, we must follow the RFI process per the proposal.

Q5. We request that the bid date be postponed until 21 calendar days after we receive responses to these RFIs and/or meeting with City. We do not have sufficient time to design and price the EI&C systems (DCS and DC systems) that have been impacted by addendum 5.

A5. No more bid extension will be granted at this time.

Q6. We have not noticed on any documents whether this project is AIS or BABA. Can you please confirm Does "American Iron Steel" (AIS) apply to this contract? Does "Build America Buy America" (BABA) apply to this contract?

A6. The project is not subject to the requirement of either American Iron Steel (AIS) or Build America Buy America (BABA).

C. ADDENDUM

1. To Addendum 5, **RFI No.4.**, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:

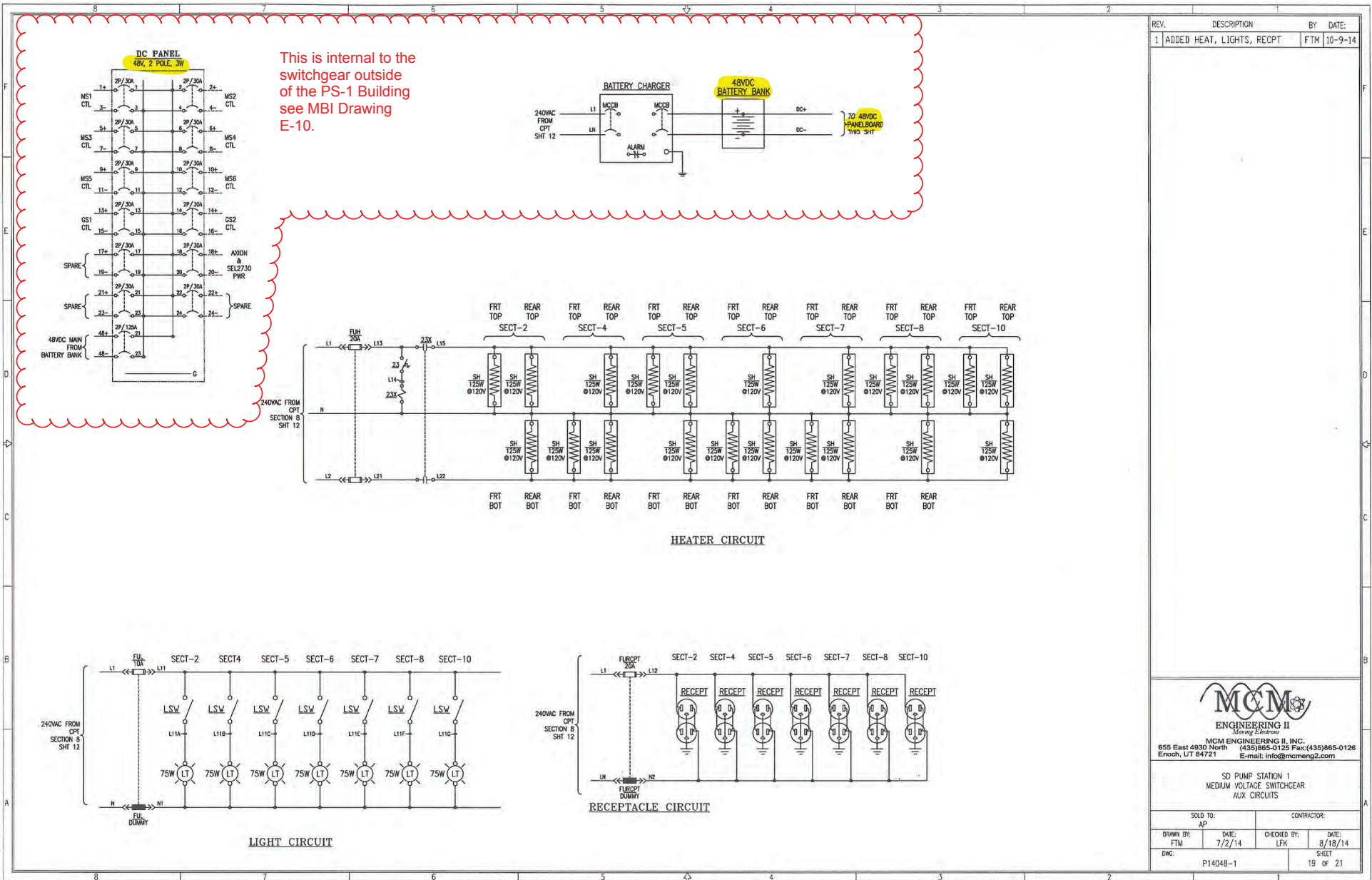
Q4. There is no mention of the DC power system in the documents that were issued for bid. Is the expectation that the existing DC system is not to be included in this project?

A4. The project DOESN'T anticipate converting the DC equipment to Alternating Current (AC) as part of this project.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *July 2, 2024*
San Diego, California

RA/MJN/na



REV.	DESCRIPTION	BY	DATE:
1	ADDED HEAT, LIGHTS, RECP	FTM	10-9-14

MCM
ENGINEERING II
Medium Voltage

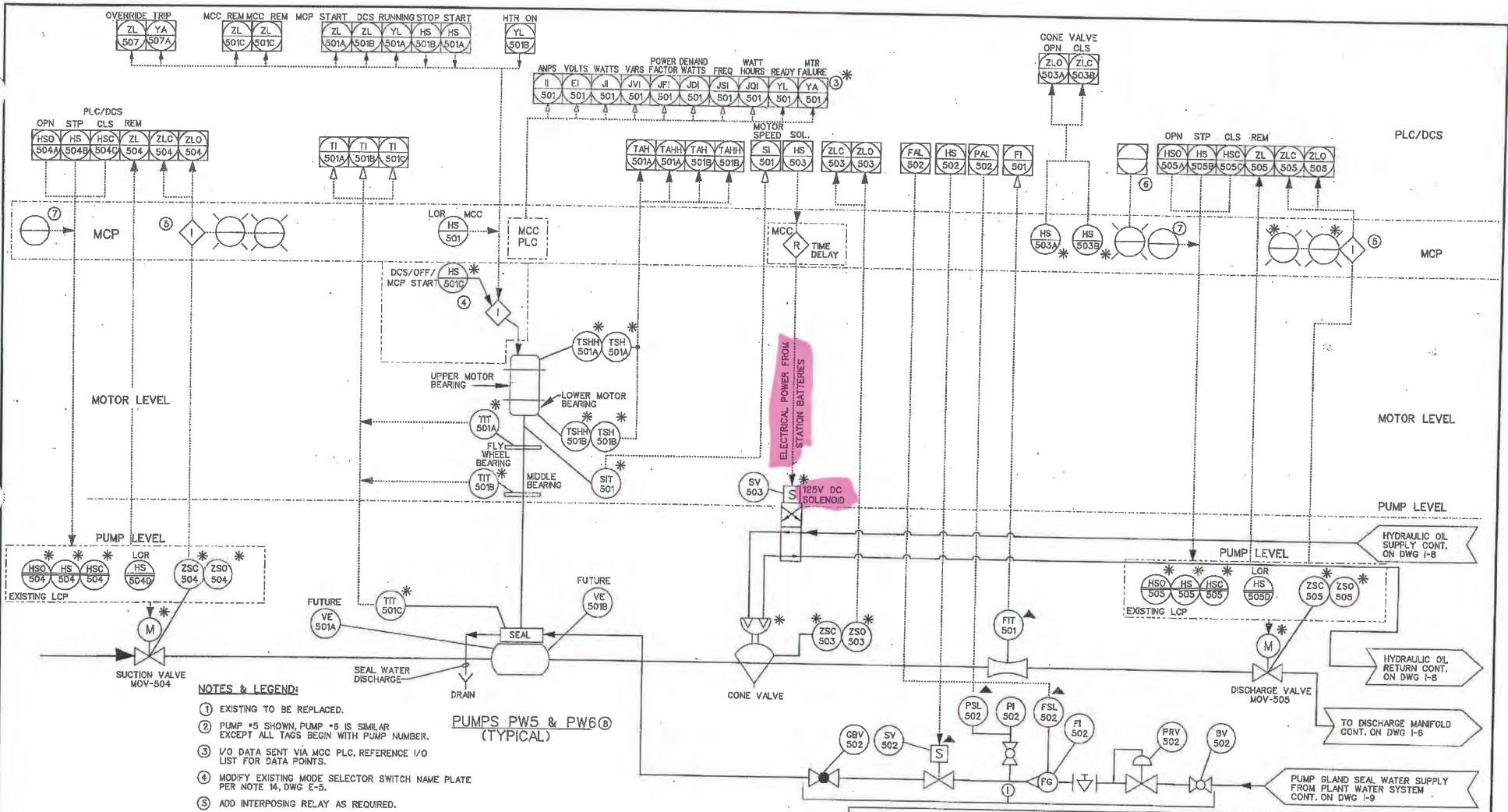
MCM ENGINEERING II, INC.
855 East 4930 North
Enoch, UT 84721

(435)865-0125 Fax: (435)865-0126
E-mail: info@mcmeng2.com

SD PUMP STATION 1
MEDIUM VOLTAGE SWITCHGEAR
AUX CIRCUITS

SOLD TO:		CONTRACTOR:	
AP			
DRWN BY:	DATE:	CHECKED BY:	DATE:
FTM	7/2/14	LFK	8/18/14
DWG.		SHEET	
P14048-1		19	21

P:\209000.PP\2\ACTIVE DWGS\PS1-104.DGN
12/3/2004 3:51:57 PM



NOTES & LEGEND:

- ① EXISTING TO BE REPLACED.
- ② PUMP #5 SHOWN, PUMP #6 IS SIMILAR EXCEPT ALL TAGS BEGIN WITH PUMP NUMBER.
- ③ I/O DATA SENT VIA MCC PLC, REFERENCE I/O LIST FOR DATA POINTS.
- ④ MODIFY EXISTING MODE SELECTOR SWITCH NAME PLATE PER NOTE 14, DWG E-5.
- ⑤ ADD INTERPOSING RELAY AS REQUIRED.
- ⑥ SEE I/O LIST FOR EXISTING DIGITAL OUTPUTS FOR MCP INDICATOR LIGHTS.
- ⑦ EXISTING OPEN, CLOSE, STOP PUSH BUTTONS.
- ⑧ FIT-601 IS EXISTING TO REMAIN FOR PUMP 6.
- * EXISTING TO REMAIN IN SERVICE.
- ▲ VIA LOCAL FLEX I/O PANEL.

PUMPS PW5 & PW6 (TYPICAL)

REVISIONS DRAWN BY: ORLANDO VICARY DATE: 12/04
 THIS RECORD DRAWING HAS BEEN PREPARED BASED ON INFORMATION FURNISHED BY OTHERS WHILE THIS INFORMATION FURNISHED IS ASSUMED TO BE RELIABLE, THE DESIGN CONSULTANT CANNOT ASSURE ITS ACCURACY. THE DESIGN CONSULTANT WILL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THIS RECORD DRAWING AS A RESULT. THE DESIGN CONSULTANT IS RESPONSIBLE FOR ACCURATELY INCORPORATING THE INFORMATION FURNISHED BY OTHERS INTO THIS RECORD DRAWING. THOSE BELIEVING OR THIS RECORD DRAWING MUST OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.
 DESIGN CONSULTANT: *Michael Rocco* DATE: 12/03/04

DRAWING NO.	1-4
SHEET NO.	30
QIP NO.	43-920.0
SPECIFICATION NO.	02-008

PUMPING STATIONS NO. 1 & 2 CONNET IMPLEMENTATION		WATER W.D. S.D.
PUMP STATION 1 P&ID FIXED SPEED PUMPING UNITS 5 & 6		
CITY OF SAN DIEGO, CALIFORNIA SHEET 30 OF 98 SHEETS		WATER W.D. S.D.
PROJECT MANAGER	DATE	DESIGN ENGINEER
DESCRIPTION	BY	APPROVED DATE
CONTRACTOR: _____ DATE STARTED: _____ INSPECTOR: _____ DATE COMPLETED: _____		CONTROL CERTIFICATION 199-1731 LAMBERT COOPERATES 3164530-D



BROWN AND CALDWELL
 0 1/2"
 WARNING: IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.
 SCALE: HORIZONTAL NONE VERTICAL

METROPOLITAN WASTEWATER DEPARTMENT
 City of San Diego



DRAWING STATUS						
NO.	DATE	REQ.	REVISION DESCRIPTION	DRAWN	CHKD	AP'D

Adobe Stock ID: 29257073



PROPOSAL SUBMITTED BY:
FILANC

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

RFP NO.: K-24-2220-DB2-3-C

JULY 10, 2024

PRESENTED BY



IN ASSOCIATION WITH KLEINFELDER



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11.1

**TECHNICAL PROPOSAL
REQUIREMENTS**



Successfully building collaborative working relationships starts with culture, and ours is made for it. Filanc has been the contractor of choice for waterworks construction in Southern California since 1952 not just for the quality of our work, but for the quality of our culture.

FILANC
CORE VALUES

INTEGRITY
RESPECT
PROBLEM SOLVING

TECHNICAL PROPOSAL REQUIREMENTS

Legal name of company:

Filanc

Legal form of entity:

California C Corporation.

Year of establishment of entity:

1952

If company is a subsidiary of a parent company, identify the parent company:

Alberici Constructors Holdings, LLC
8800 Page Ave., St. Louis, MO 63114 Tel: (314) 733-2000

Address of main office:

740 N. Andreasen Dr., Escondido, CA 92029

Address of San Diego satellite office if applicable:

Not applicable

Contact information for firm, including name, title, email address and telephone.

Norbert Schulz, Vice President
nschulz@filanc.com
(760) 466-0505

Number of employees in San Diego County:

237

Applicable Licenses:

State Contractor's License: 134877, expires 09/30/2025
Professional Engineer License: Ed Matthews, CA PE No. 51689, expires 06/30/2026

City of San Diego Business License:

B1994000641 expires 01/31/2025

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

1. PROPOSER EXCEPTIONS TO THIS RFP



1. PROPOSER EXCEPTIONS TO THIS RFP

Filanc takes no exception to any portion of the contract terms.

Filanc acknowledges the following Addenda:

- Addendum 1 dated May 9, 2024
- Addendum 2 dated June 7, 2024
- Addendum 3 dated June 13, 2024
- Addendum 4 dated June 18, 2024
- Addendum 5 dated June 25, 2024
- Addendum 6 dated July 2, 2024



2. SUMMARY OF PROPOSAL

2. SUMMARY OF PROPOSAL

Tackling challenging water and wastewater construction projects is why we get up every day and go to work. Working collaboratively with Owners and Design Engineers is how we like to tackle them. The City of San Diego's PS1 Improvement and Modernization project is precisely the type of project that Filanc exists to build. Pump Station 1 (PS1) is the second largest sewage pump station in the City's wastewater collection system. Originally built in 1963 and last upgraded in 1994, it is time for major modernization and improvement. The needed improvements include rehabilitation of wet well Nos. 1 and 2, replacement of major mechanical equipment including screens and pumps, valves, piping and electrical equipment, instrumentation and controls. The Filanc-Kleinfelder team and our electric construction partner, Big Sky Electric, bring the high-level, on target experience and a proven track record of design-build collaboration to deliver this project.

Through multiple site visits and detailed review of the RFP and its associated attachments and addenda, we have developed a focused and methodical approach to completing the needed improvements and modernizations of PS1. There are two main areas of focus to our approach: completing the project before the required RWCQB Cease and Desist Order deadline of December 31, 2028, and to do so safely without interruption of the pump station's required service.

The project primarily consists of the replacement of the six pumps and pump motors that comprise the facility and the associated electrical power and controls, replacement of the existing wastewater screening system with the addition of covers to the conveyor system as well as general repairs to concrete within the wetwells and elsewhere in the station. The bridging documentation within the RFP provides detailed guidance on the equipment required by the City and our approach adheres closely to the bridging documents provided.

Our approach will be to expedite studies and investigations to finalize the selection of the long-lead equipment including the pumps, motors, cone valve, sluice gates and major electrical gear including

FILANC®

Building

First and foremost, we are contractors specializing in building all forms of water treatment, storage and conveyance infrastructure. It's who we are.

It

"It" is important because what we build goes far beyond waterworks. We exist to build careers, families, partnerships and a legacy of quality and client satisfaction.

Better

Because we only do waterworks, we always strive to do it better. We will never sacrifice quality or safety for expedience and will always rely on our skill and culture to deliver a better construction experience.

Together

Success in construction is impossible without teamwork. We can only "Build it Better" by doing it together. Active, open and inclusive collaboration is the foundation of our culture.

the variable frequency drives (VFDs) and motor control centers (MCCs). In advance of the full design, we will submit a long-lead equipment procurement specification package to the City for review to enable us to proceed with procurement as early as possible. Based on our proposed schedule, this package must be completed and approved no later than March of 2025 to allow work to begin during the first dry season (May to October 2026). Detailed design for the project will proceed through the standard levels of completion following the City's typical review and Plan Check process.

Our assessment of the project indicates that pump replacements must occur during wet seasons to achieve on-time completion. To enable wet-season pump replacements, we plan to install a robust bypass system that will provide for an equivalent capacity of five pumps at all times. The bypass system will be in place for the duration of the project.

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

3. PROJECT TEAM



3. PROJECT TEAM

Design, construction, startup and commissioning of the PS1 Improvement and Modernization project (PS1) requires a structured and efficient project approach implemented with full commitment from all members of the Design-Build team and the City. As presented throughout this proposal, the Filanc-Kleinfelder team offers industry leading expertise in every aspect of the project from our deep experience with design-build delivery and collaboration to our unmatched local knowledge including work at PS1. Our experience, resources and proven methods ensure that this important project will succeed in every way.

3.1. Proposed Management Plan

As experienced design-builders, we know that collaboration takes work and constant focus. Our proven approach relies on the leadership of an experienced Design Build Project Manager (DBPM) to maintain focus on collaboration and communication to move the project forward. The DBPM must be able to drive the schedule and manage the budget collaboratively – coordinating designer, constructor, owner, operator, subcontractor and stakeholder engagement.

Gary Silverman is our proposed DBPM. He will have overall responsibility for schedule and budget management spanning both phases, providing the City with a streamlined and responsible source of accountability. During preconstruction, Gary will oversee budget and schedule performance with Filanc estimating, engineering and construction personnel and will manage subcontracts with our team members.



Gary Silverman,
PE, BCEE, DBIA
Design-Build Project
Manager

Gary has devoted his entire professional career to the water and wastewater industry. In that time, he has developed well rounded experience in all aspects of the field, including perspectives as a regulator, a design engineer, a contractor, and an owner. Gary has successfully executed dozens of water treatment and infrastructure projects in the roles of DBPM, Design Manager, Project Director, and Project Engineer. In his 13+ years with Filanc, Gary has focused entirely on design-build delivery, leveraging his career experience to deliver project success. He served as the DBPM for Filanc’s City of Morro Bay Water Reclamation Facility and City of Escondido Membrane Filtration (MF)/Reverse Osmosis (RO) for Agriculture, design-build projects referenced in the SOQ. Both projects have

been commissioned following successful collaboration through design. Through this and other recent and relevant experience, he has honed his technical and leadership skills, focusing on innovation, collaboration and communication.

“ I had the pleasure to work with Gary Silverman on a design build Nano-filtration water treatment plant that Filanc built for the City of Signal Hill. Gary was Filanc’s Project Manager and I found him to be a consummate professional that did an excellent job shepherding the job through design, procurement, construction and start up. I was very pleased with the level of knowledge he brought to the project team and his commitment to be of service to the City. Gary provided continuous guidance through all phases of the project and his depth of experience in design and construction was readily apparent as he was always one step ahead in identifying and more importantly coming up with solutions to address unanticipated issues. Because of Gary’s ability to anticipate problems and commitment to meet the City’s needs the project was delivered on budget and in the eighteen months that it has been in service it has met all the City’s expectations. ”

– DESI ALVAREZ, P.E. | CITY OF SIGNAL HILL



Design Management



Ed Matthews, PE
Design Manager

Kleinfelder's Design Manager, Ed Matthews, is a registered professional engineer with 37 years of experience and will be responsible for coordinating design collaboration with the City and meeting the design budget and schedule. This design and construction collaboration ensures a project that is designed to budget and sequenced to support critical schedule requirements. He will serve as the Engineer of Record, directing the work of Kleinfelder's engineering discipline leaders and specialty subcontractors. During the construction phase he will lead the finalization of the project design and provide engineering support as needed.

Ed's career in construction, design, planning, resident engineering, and construction management includes working on numerous municipal and public works projects. His expertise in design-build includes numerous pump station improvements and he is a recognized leader in this field. In addition, he has decades of experience with water/wastewater/reclaimed water treatment facilities, pipelines, tunnels, trenchless technology, condition assessment of infrastructure rehabilitation of structures and facilities, odor/corrosion control methods, chemical storage/feed facilities, sludge/biosolids processing/dewatering/thickening and digestion facilities, water supply reservoirs, dams, water supply wells, solid waste landfills and transfer stations, and ancillary facilities and structures. The City will benefit greatly from Ed's design management skill.

Construction Management

Once we move to construction, Construction Executive Babaq Taj will have corporate responsibility for budget and schedule management relying on Project Manager Mark Pipczynski for direct day-to-day management. Project controls will be implemented using several industry-leading software solutions used successfully on all Filanc's projects. As Construction Manager, it will be Mark Pipczynski's responsibility to lead the development of the contractual Baseline Schedule during preconstruction. Development of the Baseline Schedule will be a collaborative effort between our design, estimating, and construction management staff and the City and its representatives. Mark will lead the development of the project schedule sequencing and logic and will be supported by P6 scheduling software expert Margo Henjum. Mark will plan and oversee the performance of Filanc self-performing crews and our subcontractors to ensure safe and efficient construction. He and his staff will also coordinate on the startup and commissioning of the new facilities.

Start-up and Commissioning

Filanc Startup Engineer Jing Liao will begin planning for the startup of the modernized facilities of PS1 beginning before construction is more than fifty percent complete. Under Gary Silverman's direction and in collaboration with the City and our design and construction personnel, she will develop a comprehensive start up plan that include among other things provisions including pump vendor inspections to confirm compliance with specifications, functional testing to bump motors to confirm wiring and rotating, performance testing to confirm output, and functional testing of automation and controls. The Startup Plan will be implemented under the direction of Construction Manager Mark Pipczynski with the active participation of Kleinfelder's design staff and in close coordination with City Operations staff.

Qualifications of Key Proposed Construction and Technical Personnel

To deliver this important project, we have assembled a comprehensive local team to address each aspect of the project from management through design, construction, startup and commissioning. Figure 1 provides our Project Organization Team Chart that identifies the roles of our proposed staff and the reporting structure of our team. Together, our organization chart and summary of roles and responsibilities, provide an indication of the anticipated staffing levels required to successfully deliver the project.

WE WILL PARTNER WITH YOU AND...



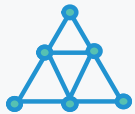
Provide objective, documented proof that all contract requirements have been met or exceeded.



The project delivery team will be fully open, honest, and transparent in all dealings with you and your representatives, and with our own subconsultants, subcontractors, and vendors.



Demonstrate our commitment to small business participation and investment to the local economy through our employment and buying practices.



Foster an integrated environment where cooperation among operations, maintenance, design, construction, and start-up staff results in facilities with higher value than can be attained through other project delivery methods.



Establish and maintain a collaborative environment in which City staff, your representatives, and our employees can grow professionally, expand their skills, and have an enjoyable project experience.

Utilization of Local Firms

Filanc, Kleinfelder and our supporting subconsultants and subcontractors are all local to the City and have a full understanding of local laws, ordinances, regulations, policies, requirements and permitting conditions that may impact the project. Both Filanc and Kleinfelder are committed to supporting the City’s Equal Opportunity Contracting Program and have proven records meeting your Small and Local Business Enterprise contracting goals. In developing our design-build proposal, we performed diligent outreach to local, small and disadvantaged businesses to encourage their participation, relying on our collective network of known and trusted partners.

Key Personnel

The following short biographies are provided to introduce our Key Personnel. Their resumes were provided previously in our SOQ. Our organization chart follows these bios as Figure 1.



Gary Silverman,
PE, BCEE, DBIA
Design-Build Project Manager
Gary brings a 360° perspective to the design-build process

built on over 40 years of experience as a design engineer, regulator, owner and Design-Build Project Manager. He uses these skills to seamlessly integrate design and construction teams to maximize the benefits of collaboration and facilitate project delivery.



Babaq Taj, PE
Project Executive
Babaq is a civil engineer with over 20 years of construction experience in

water and wastewater design-build projects including projects that comply with California NPDES discharge permits. His experience includes construction management of projects which require innovative solutions, creative technologies, and efficient systems. As a project executive, he has overseen multidisciplinary teams on numerous complex design-build projects.



Ed Matthews, PE
Design Manager
Mr. Matthews has 37 years of construction, design, planning, resident engineering,

and construction management experience, including working on numerous municipal and public works projects. He has been a San Diego County resident and worked on City projects, such as the Miramar Clearwell Improvement Project, Lakeside Valve Station Replacement Project, and Point Loma Sludge Pump Station, since 1993. His project management experience includes leading

multi-disciplinary teams in large municipal construction in water, wastewater, reclaimed water, and stormwater of pump stations; treatment facilities; pipelines; tunnels; flow control facilities; trenchless technology; condition assessment and infrastructure rehabilitation; odor/corrosion control methods; and ancillary facilities and structures. His expertise includes cost estimating, construction contract management, alternate delivery methods, feasibility studies, basis of design criteria studies, O&M manuals, plant startup and commissioning, compliance monitoring, permitting, and certification reports.



Art Garcia, PE
Process / Mechanical Design
Mr. Garcia has 14 years of experience in the design and management of municipal

water, recycled water, and wastewater infrastructure projects. He is experienced in all phases of pump design projects, including pump selection, pump performance testing, pump station design, hydrodynamic modeling, condition assessment, planning, and construction. Mr. Garcia teaches seminars on such topics as understanding pump curves, pump selection, effects of cavitation, and standards of engineering practice in the design of water, wastewater, and stormwater pump stations.



Matthew Hawkeye, PE
Electrical Instrumentation & Controls

Dr. Hawkeye is an active technical and supervising electrical engineer with over 20 years of strong experience collaborating with clients in

various markets. Together with the client and his team of professionals and designers, he confidently develops electrical and automation solutions tailored appropriately for the given technical challenge. Dr. Hawkeye’s experience includes front-end engineering, detailed design and development of construction specifications and plans, and construction and start-up support. He would liaise in the areas of electrical design for power distribution, control, instrumentation systems, and other electrical equipment.



Eric Ng, PE, SE
Structural Design

Mr. Ng has 30 years of experience in project management and structural engineering, including managing various small and large projects, client interaction, coordination with design team, monitoring project schedule/budget and perform quality control review. Project experience includes new and retrofit design of numerous water and wastewater treatment plants, reservoir structures, potable water and wastewater pump stations, ground water pumping and treatment facilities, pipe support and thrust design, buried vaults, operation and maintenance buildings, condition assessment and life cycle analyses of structures, structural evaluation and seismic code upgrade design.



Mark Pipeczynski
Construction Manager

Mark is a seasoned Project Manager with 31 years of experience who has completed many successful projects over his career. He has experience in construction management, estimating, scheduling, consulting, and alternative project delivery methods including design-build. Mark’s duties include complete project control including scheduling, negotiation, issuance of purchase orders and subcontracts, coordination with project owner/

client relations, value engineering, interfacing with design engineers and project safety.



Jim Buckley
Superintendent

Jim is a key part of our team, and he is currently working with the City of San Diego on the Pump Station C Emergency Repair project. His technical expertise is in complex mechanical systems, and has experience in coordinating complex, time-sensitive tie-ins. Jim has extensive experience in all construction activities and specializes in processing and commissioning mechanical equipment. He is responsible for the installation of all mechanical equipment for processing treated effluent at large-scale water and wastewater plants.



Tony Ruiz, DBIA
Lead Estimator

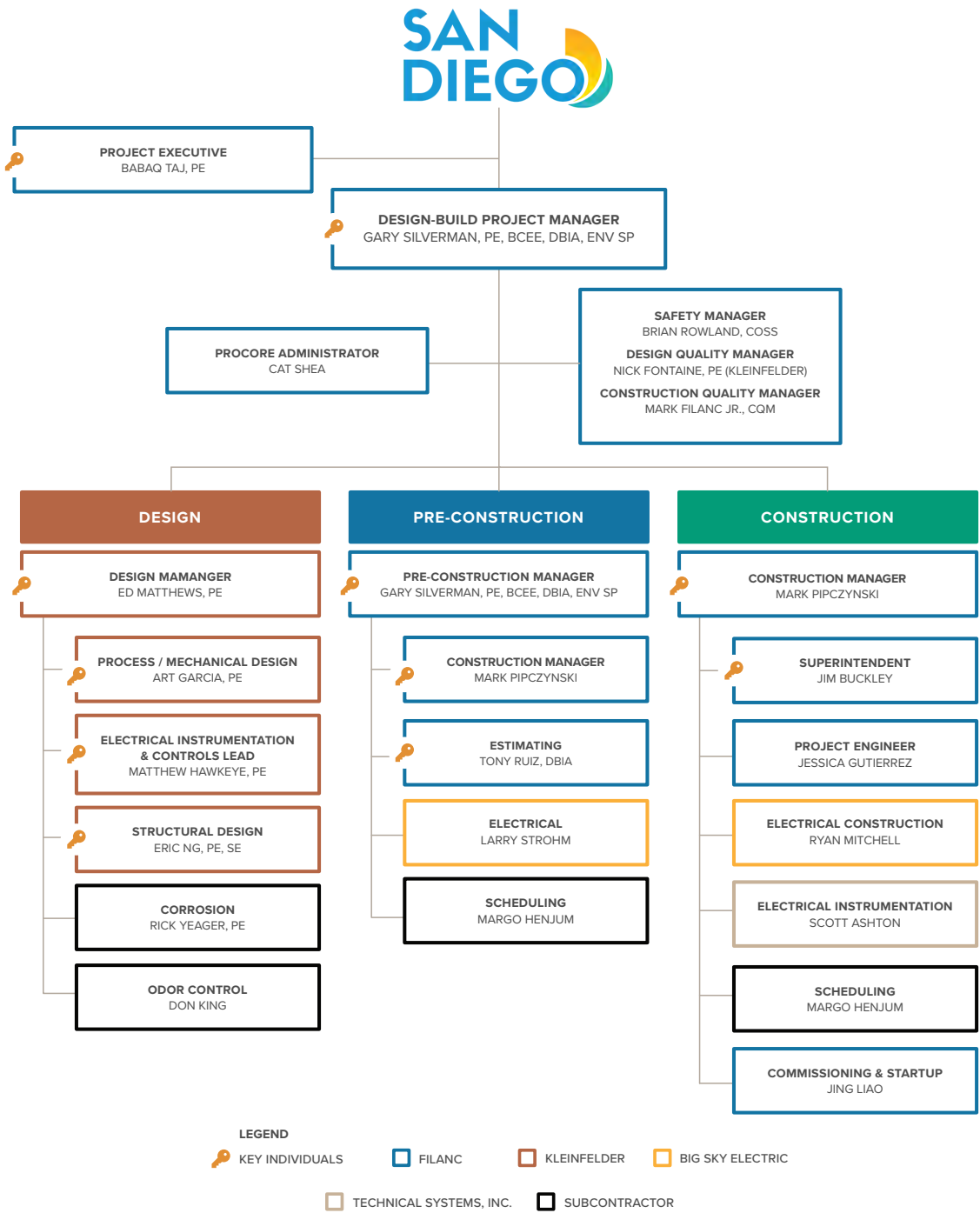
Tony Ruiz is a civil engineer with 19 years of construction and estimating experience. As Lead Estimator, Tony has successfully developed dozens of GMPs for PDB and CMAR projects. As a DBIA certified professional, he understands and embraces the collaborative delivery process that brings value to clients.



Larry Strohm,
Electrical Design

Larry has over 35 years of electrical construction experience managing project teams, engineers and electricians to complete fast-track, high profile, complex industrial, power, and water treatment projects while maintaining an impeccable safety record. He has expertise in, design-build delivery methods, estimating, procurement, electrical design, project management, superintendence, and all work done as a Journeyman Electrician.

FIGURE 1 – PROJECT ORGANIZATION CHART



Subcontractor Qualifications

Our key proposed design partner, Kleinfelder, will be responsible for all of the disciplines listed below, with the exceptions of electrical construction which will be performed by our design-build partner, Big Sky Electric, and corrosion which will be completed by RF Yeager Engineering.

3.1.1. Civil

Kleinfelder understands how successfully designed facilities can tie buildings together with the transportation, utility, and infrastructure networks that support the structures and the people who use them. Kleinfelder's collaborative design process creates connections between buildings and the "invisible needs"—the site work, utility design, roadway and parking design, and stormwater management strategies that underlie new construction or site renovations.

3.1.2. Structural

Kleinfelder's structural engineering services are delivered by a multi-disciplinary team of experts to various public agencies and private companies. During the past 25 years, Kleinfelder's experienced structural engineers have gradually adapted to changing technology, codes and standards. Kleinfelder's structural design is fully integrated with technology using the most recent software developments, such as BIM/Revit (Building Information Modeling), SAP 2000, Larsa 4D Bridge Plus, and others.

3.1.3. Mechanical

Kleinfelder offers mechanical engineering and design drafting expertise including site plot plans, 3D equipment layouts and plant modeling, general arrangement drawings, isometrics, bill of materials and many other drawings to facilitate facility construction. Engineering studies include stress analysis, material selection, and specific generation.. Kleinfelder utilizes the latest CAD and 3D software to develop quality, cost effective plant designs that allow efficient and comprehensive design reviews.

3.1.4. Electrical

Electrical design will be performed by Kleinfelder and electrical construction will be performed by Big Sky Electric. Big Sky Electric was established in 2008 by Filanc to serve as a Design-Build partner providing expert value engineering, estimating and construction of the electrical systems crucial to every water and wastewater treatment facility. Principals of both companies have worked together for more than 25 years. Together, we have delivered many of California's most complex Design-Build projects, including projects with our design partner Kleinfelder.

3.1.5. Instrumentation and Controls

Technical Systems, Inc., (TSI) will provide system integration services. TSI is a premier control system integrator, providing control system integration and construction services throughout the Western United States. Founded in 1970, TSI is a leading provider of integrated solutions for the Water and Wastewater Industry. TSI is a full service Systems Integrator and I&C Contractor. Customer satisfaction, client service, and post project support are core values at TSI. Engineering services provided by TSI include the design and programming of remote telemetry, SCADA, power monitoring, programmable logic controllers, pc-based control, networking, communications, human machine interface (HMI), distributed control systems (DCS), instrumentation, variable speed drives, motion control, motor control, and process information management.

3.1.6. Corrosion

RF Yeager Engineering is a DVBE/SBE, SLBE, and SCOOP certified corrosion engineering firm providing corrosion control inspections and design services for the oil, fuel, water, and wastewater industries. Established in 2004, the firm has built strong relationships with many of the local public agencies and municipalities. Richard F. (Rick) Yeager Jr. is a California Registered Civil Engineer and a AMPP Certified Cathodic Protection Specialist with a broad background in corrosion engineering, inspections, and construction support services. Mr. Yeager has extensive experience in water and wastewater corrosion control and cathodic protection system designs, corrosivity assessments, pipe and coating materials of construction, and inspection and monitoring of installed piping systems. Additionally, Mr. Yeager has provided construction inspection services for projects that have included pipelines, water reservoirs, treatments plants, and roadways.



4. TECHNICAL APPROACH AND DESIGN CONCEPT

4. TECHNICAL APPROACH AND DESIGN CONCEPT

Embarking on this important project, the City needs an experienced Design-Build partner with the technical and construction resources required and no less importantly, a proven ability to overcome challenges and add value through collaboration. The Filanc-Kleinfelder team has the experience working together on Design-Build projects that match the needs of the City. We know how to function as one team and collaborate using all the talent at our disposal to provide a design-build experience that results in a successfully completed project.

4.1 Design Approach

Kleinfelder will collaborate with the City and Filanc, providing multi-disciplinary designs from concepts to full plans and specifications necessary to rehabilitate PS1 as defined in the Request for Proposal (RFP) and its related Bridging Documents and Addenda (Six).

Our approach will begin with a review of the existing systems and performance requirements then will move through the Preliminary Design, 60%, 100%, and Final design phases. Table 1, found in Attachment 1, presents a preliminary list of drawings that Kleinfelder anticipates preparing for the project design.

Kleinfelder will work in close collaboration with Filanc to incorporate construction means and methods into the design and streamline the design process as well as the construction execution. Kleinfelder will provide shop drawing & submittal reviews to support equipment procurement and construction, and complete record drawings for project close-out.

A critical component of our design approach will be to expedite development of a long-lead equipment procurement package for City approval within approximately two months after notice to proceed. This will be facilitated by our efforts to review all pertinent documents during the RFP phase and developing an approach for parallel procurement and design refinement. Expedited procurement of equipment includes the pumps, cone valves, sluice gates, screens and electrical gear required to enable construction at the beginning the first dry season period, which is critical to meeting the overall project schedule as described later in this proposal.

Kleinfelder will coordinate engineering disciplines including Process-Mechanical, Structural, Electrical, Instrumentation and Control, Building Mechanical (HVAC), Odor Control, and Corrosion engineering support as follows:

Process-Mechanical

The central focus of the project is the replacement of the pumps in PS1. Accordingly, Kleinfelder will confirm preliminary calculations made during the RFP phase by performing hydraulic studies to define the hydraulic parameters for pump selection. Recommendations for replacement pumps and motors will be based on Hydraulic Institute standards and established operating condition from the bridging documents.

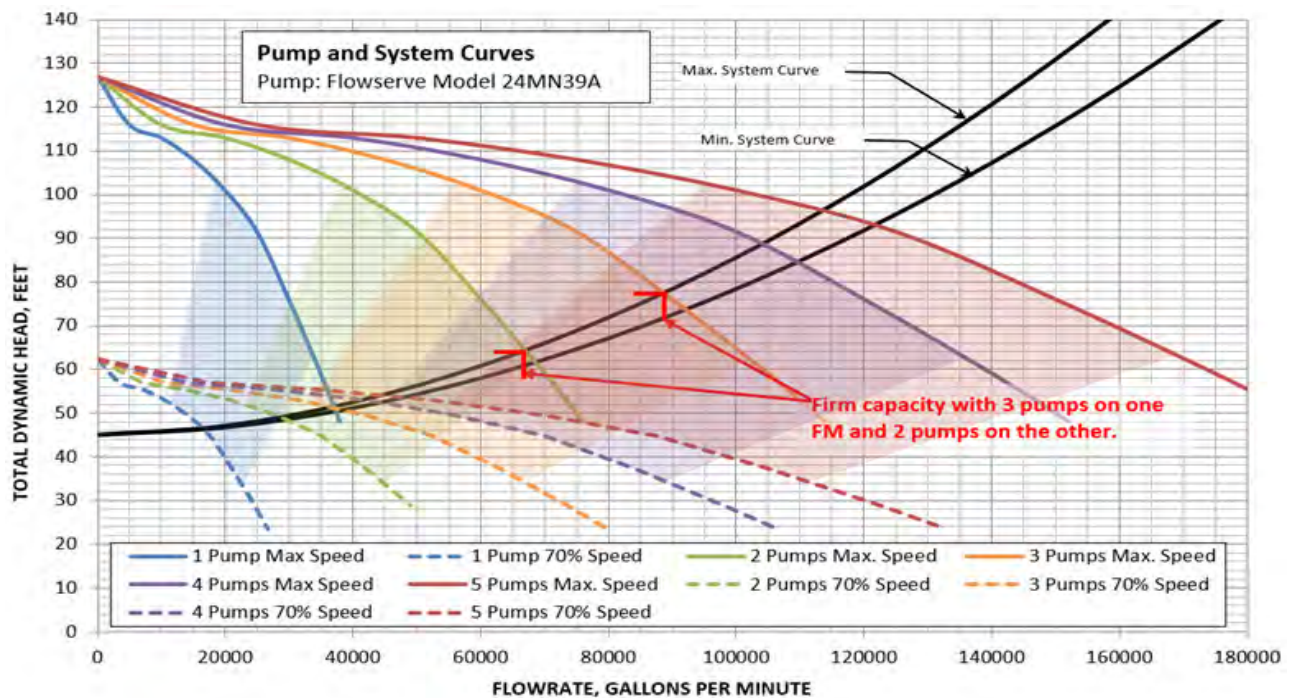
A hydraulic system curve will be developed representing the flow through the existing force

main and the planned future force main. This will be used to evaluate the selection of the pumps with respect to ANSI/HI 9.6.3 standards under the following:

1. Target PS1 firm capacity of 205 MGD.
2. Individual pump capacity 29,000 gpm.
3. Firm capacity assumes 5 duty pumps + 1 on stand-by.
4. Firm capacity assumes 3 pumps are pumping to one force main and 2 pumps to the other.
5. Acceptable operation under the interim condition with 1 force main in operation.

Figure 2 below shows preliminary pump and system curves that Kleinfelder prepared for PS1. The colored pump curves represent multiple pumps in operation at a range of speeds. The shaded areas represent the preferred pump operating envelopes between 70% and 100% speeds. Figure 2 shows that, based on preliminary calculations, the pump station firm capacity is approximately 220 MGD when pumping through two force mains.

FIGURE 2: PRELIMINARY PUMP AND SYSTEM CURVES



Process-mechanical engineering services will also include support in designing and procuring other equipment including: mechanical and manual bar screens, screenings conveyors, sluice gates, valves, piping, sump pumps, transfer pumps, instrumentation, and other process-mechanical systems.

Pursuant to Addendum 2, we will provide process mechanical engineering services to modify the headworks to re-locate the screenings handling facilities above grade. After confirming selection of the equipment, the process mechanical team will advance mechanical design for City review and approval for construction.

Kleinfelder prepared preliminary P&ID drawings (see Attachment A) that show a schematic representation of the process-mechanical improvements to PS1. The P&IDs also show the associated upgrades to the instrumentation and control systems.

Structural

Structural improvements are required to support the installation of new equipment to ensure long term reliable operation. Structural design requires coordination with the other key disciplines and will be part of most if not all coordination meetings. Structural design will support process upgrades, equipment size increases and all necessary structural foundations, supports or equipment bases.

Structural design will be required to support the replacement and relocation of the screenings handling facilities above grade. The existing ground level slab is reinforced concrete with precast removable units. Structural modifications of the existing concrete slab and supporting basin slab will be designed as needed to support the new screens and their above grade configuration.

PS1's larger pumps will require removal and replacement of existing concrete pedestals at the basement slab. Based on the conceptual design created in the RFP phase, there appears to be no need to design for any thrust loads, but the new pedestals will be designed per the updated seismic code. Most of the piping within PS1 will be replaced. As such, new concrete supports for new pipes will be designed. New thrust blocks will be designed as needed to resist pipe thrust loads.

The locations where the existing concrete requires repair and quantities are identified by the RFP structural drawings and condition assessment reports. A more thorough condition assessment will be conducted to confirm the locations and establish repair procedures as appropriate. Areas where the RFP identified concrete repair are pipe gallery, pump building, influent structure, odor control facility and chemical storage facility.

Electrical

The pump station modernization requires several improvements to the existing electrical infrastructure. Kleinfelder will perform electrical systems analysis for the design of the improvements, including ETAP power system modelling (including load low, short circuit, protection & coordination, arc-flash studies), load list and load schedules, feeder and branch cable sizing, and raceway system design. Design drawings will be prepared to define demolition and construction requirements, including single line diagrams, block diagrams, equipment lists and elevations, panel schedules, conduit & cable schedules, power & control layouts, grounding plan, wiring & schematic diagrams, and electrical installation details.

Kleinfelder services will include the design and specification of new major pieces of electrical equipment, specifically medium voltage Motor Control Center (MCC), Variable Frequency Drives (VFDs), and reduced voltage soft starters (RVSSs), as well as other supporting pieces of electrical infrastructure.

The existing pump controllers, rheostats, and synchronous motor controllers will be removed, and new, modern motor controls installed. The six new 4160V motors will be powered by a combination of two RVSS, two VFDs, and two VFDs with RVSS bypass capabilities. The existing medium voltage MCC banks will be replaced with new MCCs. The new motor controls and MCCs will include modern feeder and motor protection relays (SEL brand) designed to

control and protect the new equipment and interface with existing facility RTAC and DCS system, and the new PLCs. To support the overall project schedule and the timely procurement of long-lead electrical equipment, VFD and medium-voltage MCC specifications will be developed during the 60% design phase.

Other electrical systems upgrades anticipated include low voltage (480V, 208/120V) power distribution to new equipment such as motor-operated actuators, screenings equipment, sump/transfer pumps, VFD/MCC auxiliary power, and the site gate system. New power, control, signal, and communications cable and conduit systems will be installed where required. Code compliant hazardous area equipment and installation methods will be designed based on the requirements of NFPA 820 standards.

Instrumentation and Control

The Kleinfelder Instrumentation & Control (I&C) team will review the existing I&C systems at the pump station and develop design plans and specifications to support the pump station modernization. Proposed improvements include replacement of existing obsolete PLC systems, replacement and installation of new process instrumentation (flow, pressure, level), installation of a new gas detection system, and I&C scope associated with the new process/mechanical systems (mechanical screening equipment, conveyors, valves/gates & actuators, and pumps & motors).

Kleinfelder will collaborate with all disciplines, relevant Filanc subcontractors and City representatives to develop automation and control approaches to support the pump station operations philosophy/strategy and prepare P&IDs, network/communications block diagram, and installation details to reflect the system improvements. Attachment A shows the preliminary P&ID drawings that Kleinfelder prepared for this proposal.

Building Mechanical (HVAC)

The project includes replacement of the liquid rheostats with new VFDs for better motor/pump control. The VFDs will reject heat (3-4%) as part of the moderation of motor speed. The reject heat will be released at grade operating area. The grade level structure has an existing supply/exhaust fan concept with basic dust filtration. Kleinfelder's plan provides enhanced filtration carbon to minimize the dust, salt latent and potentially odorous air entering the station.

Each VFD will be equipped with internal cabinet filtration to minimize drawing poor air quality into the electronic components area. The VFD cabinet exhaust fan will blow the hot air from the cabinet to the motor/VFD floor area. To enhance the rejected heat movement out of the building, localized high-volume fans (~ 7,000 cfm) will be wall mounted and directed toward each VFD/motor area.

Odor Control/Chemical Storage

Using the 2018 Condition Assessment as the basis of design/scope, we will verify the current condition and compare to the direction noted in the 2024 Condition Assessment Report. A repair plan will be provided to repair cracked and damaged tanks and secondary containment structures, corroded piping, and conduit in the Odor Control and Chemical Storage areas as identified in the condition assessment reports and Bridging Documents.

Corrosion

Currently there are no specific cathodic protection or corrosion control design requirements in the bridging documents. We understand that there might be some corrosion failure that will

require replacement of pipes or fittings such as the discharge lateral connection or some suction piping. During the investigation phase, the Corrosion expert will evaluate the system and provide a corrosion control Basis of Design for review and implementation by the City and Filanc.

4.2 Design Execution Plan

Design will be executed in accordance with the following work breakdown structure, which will also be the basis of the schedule of values. Where specifically applicable, the RFP task number is incorporated for clarity.

Task 1 – Investigations

Investigation will be conducted to expand on the review and conceptual designs developed in the RFP phase. Initial focus will be validating the pump sizes based on actual flow as selecting and ordering the pumps is on the critical path. Other investigations will be to update the bridging documents based on the Filanc teams means and methods, updated conditions, and inclusion of the screening facility upgrades.

The following Subtasks are associated with item 2.3 of Attachment A of the RFP.

1.01 Review Existing Data: Kleinfelder has reviewed existing documents to improve familiarity and understanding of PS1, its operation, and constraints in addition to that which was gained during the RFP phase.

1.02 Field Investigations: Kleinfelder will perform general site visits to expand familiarity and understanding of PS1, its operation, and its constraints in addition to that gained during the RFP phase.

1.03 3D scanning of pump and motor room: The project requires installation of large and heavy pump and motors into an existing, enclosed, facility. A 3D scan of the interior of the pump and motor areas will provide an accurate virtual space in which to perform a virtual installation prior to physically installing the new pumps and motors. This will provide the valuable information used for planning and may identify conflicts or clashes that could be avoided in the physical installation. The 3D scan will validate and enhance the City's existing Revit model by focusing on a high level of accuracy for this scope of this project; It is understood that though the City has provided a 3D scan, however, according to the Bridging Documents, the accuracy is not guaranteed.

1.04 Force main testing: The purpose of this task is to perform a hydraulic evaluation on the approximately 8,400 linear-foot 72" force main downstream of PS1 along the South Metro Interceptor (SMI) and compare field measured values against previous designs and calculations for the hydraulic conditions along the pipeline. This task will estimate the C-factor of the 72" force main. Kleinfelder will complete the following tasks and provide SMI 72" Force Main Hydraulic Evaluation Technical Memorandum.

1. Review and analyze background documents related to PS1 and the 72" force main including record drawings, inspection reports, condition assessments, flow and pressure data, specifications, pump curves, test data, manufacturer's documents, etc.
2. Perform up to 2 days of field investigations involving confined-space entry (CSE) along the 72" force main including inspection of up the 5 structures along the pipeline, installation and removal of up to 5 pressure data loggers (at existing/accessible ports

along the force main), and in-situ flow metering at up to 5 locations using a portable clamp-on flow meter.

3. Coordinate with the PS1 operators to simulate at least 6 flow conditions at the facility. This will involve filling the wet well and operating one or more pumps continuously. This procedure will be performed multiples times to generate the data that will be used in the system hydraulic analysis.
4. Analyze the hydraulic data collected and compare the data to the anticipated hydraulic conditions along the 72" force main to approximate a C-factor for the pipeline.
5. Prepare a brief technical memorandum summarizing the field investigations and the hydraulic evaluation performed. Results of this evaluation will be use to support development of the BODR.
6. Theoretical analysis of the proposed parallel forcemain and the influence on pump selection.

These Subtasks are associated with item 2.4 of Attachment A of the RFP.

1.05 Structural Investigation: Kleinfelder will perform detailed structural investigations.

1.06 CFD Modeling of Pump Intake: Kleinfelder will perform a CFD model of the individual pump intakes and common intake conduits to identify low velocity areas where solids accumulate and to make recommendations to minimize solids deposition and improve the hydraulic efficiency. This work does not include a physical model.

1.07 Pipe Thrust Analysis: Pipe Stress Analysis of PS1 main discharge piping and significant branches (drain). Existing design will be analyzed with allotment for a modified design iteration, if needed. Pipe stress and pipe supports will be evaluated. Loads by piping on structural steel and concrete supports will be summarized for structural design.

1.08 Electrical Pre-Design As-Builts and Site Visit: Kleinfelder will perform a focused electrical site visit and investigation to fill knowledge gaps on the existing electrical and instrumentation and controls systems. Kleinfelder will prepare as-built drawings to be used as working documents for the electrical and instrumentation improvements. There is no deliverable associated with this task. The working documents prepared will be used to develop the final design drawings and eventual as-builts.

Task 2 – Preliminary Design

These Subtasks are associated with item 2.4 of Attachment A of the RFP.

2.01 Hydraulic Evaluation: Kleinfelder will perform a desktop evaluation of the pump hydraulics using the information obtained from the Force Main Testing task. The purpose of the hydraulic evaluation is to conform selection of the proper pumps for the system hydraulics for current and future operating conditions.

Additional Subtasks associated with this task are RFP items 2.8.2, 2.8.3, 2.8.4, 2.8.5 and 2.8.8.

2.02 Structural Analysis will be done in support of the planned mechanical and electrical equipment using the information from the updated investigation. This analysis will determine if additional structural modifications are required to support the mechanical and electrical changes. Scope does not assume a building seismic analysis.

2.03 Electrical Analysis (2.4.4) will be performed after the electrical hydraulic analysis, and after all the major electrical loads have been determined.

2.04 HVAC Analysis: We will provide the technical analysis to confirm the updates to the ventilation system required to accommodate the mechanical and electrical upgrades of the pump station.

2.05 Hydraulic Transient Analysis: Due to the high-capacity and importance of the PS1, a hydraulic transient analysis (surge analysis) will be performed to identify potential damaging hydraulic transients that can result from sudden power outages or other scenarios that could cause hydraulic transients. A desktop analysis will be performed to identify transient potential. This task evaluates up to 3 operating scenarios and will include recommendations for mitigating transients. Recommendations for piping improvements (such as surge protection valves) will be carried into design. Improvements requiring significant modifications to the site (such as a surge tank) are not included as part of this scope of work and will be discussed with Filanc and the City if they are determined to be required.

2.05A Procurement Package: Preparation of procurement package to solicit proposal from equipment vendors for long-lead items such as the main pumps, mechanical bar screens, screenings conveyor, hydraulically operated cone valves, sluice gates, MCCs and VFDs.

2.06 Through 2.15 Basis of Design Report (BODR)

A BODR will be prepared that documents the results of studies and analyses performed as part of Task 1 and Subtask 2.01 through 2.05. The BODR will define the key elements of the design including:

1. Pump discharge and TDH
2. Pump station system performance envelope
3. Pump Selection
4. Motor selection
5. Pump design criteria/ requirements
6. Process Flow Diagram
7. Process and Instrumentation Diagrams

Also included in the BODR will be:

Pump station operations and control strategy that will define at a high-level (30% level) the operating philosophy of PS1. This will include elements such as pump ON/OFF set points and other elements that control the function of the pumps and ancillary equipment.

In collaboration with Filanc, an Operations Approach During Construction will be prepared to define the methods for maintaining pump station operations during construction activities and when partial or full shutdowns need to occur. This part of the BODR will also define the proposed bypass operations that will maintain the required pump station capacity during outages. The bypass operations design will a collaborative effort between Filanc, Kleinfelder and the City's operations staff.

This Subtask is associated with item 2.5 and 2.8 of Attachment A of the RFP.

Task 3 – 60% Design Package

Kleinfelder will prepare 60% design-level drawings and specifications for City review. The City

will have a review period defined in the project schedule to provide consolidated comments to Kleinfelder. This task includes a comment review meeting with the City. All documents will be submitted in PDF format.

The 60% design will include further development of the pump station operations and control strategy with further development of the design of the PLC controls architecture.

The 60% design will be the basis of all equipment procurement not specifically identified in the early procurement package to ensure all elements are on site prior to start of the first dry season. Once the City has approved this submission, the focus of further design development will be refining construction details and responding to comments.

Task 4 – 100% Design Package

Kleinfelder will prepare 100% design-level drawings and specifications for Filanc and the City to review. The City will have a review period defined in the project schedule to provide consolidated comments to Kleinfelder. This task includes a comment review meeting with the City. All documents will be submitted in PDF format.

As part of this task, Kleinfelder will provide support to Filanc in developing a construction phasing, testing, startup, and commissioning plan. Additionally, it will also include a testing plan for onsite testing and commissioning of the pumps.

Task 5 – Final Design Package

Kleinfelder will prepare Final design drawings and specifications. All documents will be submitted in PDF format.

Task 6 – Supplemental Design Services

7.01 Procurement Support: Kleinfelder will provide support to Filanc in evaluating key vendors for capability and capacity to provide equipment needed to meet the project schedule. Because of the substantial number of long lead time items for both the mechanical and electrical scopes, this effort will be occurring throughout the design phase to meet the installation needs of the overall project schedule in collaboration with the Filanc construction team. A significant portion of this effort was conducted during the RFP phase to understand current lead times for the historically long lead time items to develop the schedule for design and procurement.

As part of this task, Kleinfelder will provide early specifications and calculations for expedited procurement lead time items. For the critical items, Kleinfelder may factory witness the equipment prior to shipping to ensure performance parameters. For more standard equipment or materials, Kleinfelder will respond to technical questions from vendors, attend meetings, and provide details and information as necessary for Filanc to procure the equipment and materials required for the project.

7.02 On-going Condition Assessment Site Inspections: Kleinfelder will perform a Condition Assessment of PSI on a semi-annual basis during the design period. It is assumed that the design period will be of a 1-year duration. Thus, two Condition Assessments will be performed. The Condition Assessments will be an updated based on the 2024 Condition Assessment performed by Kimley Horn.

7.03 Permit Support: Kleinfelder is familiar with the City's Development Services

Department (DSD), which will facilitate our ability to obtain permit approval from DSD. We anticipate the following permits: Building permit, construction noise permit, demolition permit, electrical, fire, mechanical permit, plumbing/gas permit, traffic control permit. This will involve submitting a permit set at Final, resolving any DSD comments, updating the design documents per resolution, and submitting the required documentation to DSD. Since it is anticipated that obtaining the proper permits from DSD may take up to 3 months, Kleinfelder will work with DSD beginning at the 60% stage to obtain permit approvals in parallel with the design development to avoid delays. PS1 is regulated by the California Regional Water Quality Control Board, Region 9. Kleinfelder assumes the City will coordinate with the Regional Board for any required approvals and/or modifications to existing permits. All other agencies permits are assumed non-applicable due to work being within the building.

7.04 Supplemental Structural Design: Kleinfelder will perform additional minor structural design work as required to accommodate the mechanical and electrical modifications within the limits of the design exclusions stated.

Task 7 – Construction Services

8.01 Design Services During Construction (DSDC)- Mechanical (2.6.2): Because this is a design build (DB) project, DSDC will be more fluid than for a traditional project. Primarily, Kleinfelder will consider submission of the 100% drawings as the end of the design phase and start of DSDC. To maintain the clearest communication, the RFI and submittal process will still be used for document control best practices for additional clarification, requested deviations or submittal reviews. Prior to the end of the design phase, a list of specifications required, as well as preferred, submittals will be discussed and approved by the design and construction teams.

8.02 As-Builts: During the construction process, the Filanc will redline construction drawings if any field changes are necessary. If the changes are significant during the first round of installation, Kleinfelder will issue a revised set of drawings and specifications to facilitate a smoother installation for the second and third round. If they are minor, all redlines will be captured in an updated set of as-built drawings, after the third installation, for the final documentation of the project to the City.

Task 8 – Project Management (PM task)

This is a multi-disciplinary, fast-paced project, which requires a project manager that will oversee the coordination with the Filanc construction team and ensure that the schedule and scope are developed and monitored throughout the project. Not only will the Design Manager be fully integrated with the Design Build Team, the design and construction team has established multiple connection points between the technical design leads and key subcontractors. This multi-layered communication and collaboration strategy will allow the Filanc Design Build Team to evolve the scope as additional information is attained during the investigation phase, make effective design decisions with the City, and execute per the established requirements to meet the project close prior to December 2028.

Separate from the design aspects, the project management team will monitor scope, schedule, quality, and communication to ensure a smooth and effective project execution. This will include management of specific aspects of the project noted below:

9.01 Client and other stakeholder meetings: To facilitate the best collaboration and communication for the project, Kleinfelder will continue to meet with Filanc construction team no less than weekly from notice to proceed to final drawing submission. As requested, but no less than monthly, our Design Manager will also meet with the City or other third-party stakeholders for comment response and resolution. As needed, the Design Manager will coordinate with the remainder of Kleinfelder to proactively include the discipline experts that will be beneficial to the project progression.

9.02 Design management: As noted earlier, we have several key design disciplines and several critical but limited scope subconsultants. Design management is embedded into the design with a key design member leading each discipline as well as doing peer reviews. The discipline leads will proactively coordinate as needed with their construction counterpart for constructability, means and methods and value engineering. Our familiarity with other City pump stations' operations will assist with designing with operations in mind as well as effectively resolving any comments that may come from the current pump station operations team. Additionally, Kleinfelder will follow a strict quality control process that will be managed with respect to schedule and scope to ensure that each deliverable will meet the level of development expected by the City.

9.03 PCS: For all complex projects, project controls specialists (PCS) provide the backbone needed for the design to progress in an orderly manner. Kleinfelder will be maintaining a more detailed schedule that is a subset of the overall project schedule for more precise management of the different design scopes and coordination needed to meet the overall procurement, installation, and commissioning of the rehabilitated pump station. Additionally, document control and scope management will be organized, monitored, and updated as needed by the PCS in collaboration with the Design Manager, discipline leads and Filanc counterpart.

4.3 Design Quality

Commitment to Quality

Filanc and Kleinfelder are committed to achieving the highest possible quality in design and construction for the PSI Improvements and Modernization project. To succeed, a common definition of quality must be established from the beginning to ensure compliance at all levels of the team. A Quality Management Plan (QMP) will be established to document and guide the Team in the mechanics, requirements, and expectations of quality for each team member as the project moves throughout the delivery lifecycle.

While Quality Control standards are inherent to the industry, the reality of busy schedules and the rush to meet deadlines can detract individuals from maintaining focus on this objective. To support our commitment, the Team has identified seasoned professionals who will be responsible for training, implementing, and ultimately compliance with the QMP standards outlined. By providing ongoing instruction in the correct means and methods, the Team will deliver the end product with quality incorporated at each step. Our belief is that quality is best accomplished when the entire Team owns this responsibility, both personally and collectively.

The Design Quality Manager (DQM) is charged with both integrating formal QA/QC procedures into the project structure and instilling in design team members the critical importance of each individual to the QMP process. While no set of construction documents is perfect, striving to do the best possible job by working within the prescribed QMP framework must be the attitude

of every design team member. It is much more cost effective to identify and correct errors and omissions before they are discovered in the field. Likewise, it is more cost effective to catch errors and coordinate work in early design phases.

As such, the Team's expectations are to:

1. Practice error prevention through excellent communication, training, planning, and process monitoring;
2. Support continuous improvement to provide greater efficiency and reduced mistakes; and
3. Check the work to find errors or coordination problems before the documents are issued. Nick Fontaine, the DQM is responsible for adherence to the standards and enforcing correction when required.



5. CONSTRUCTION PLAN

5. CONSTRUCTION PLAN

5.1. Proposed Construction Plan

Completing the necessary repairs and equipment replacements within PS1 requires detailed planning and collaboration with operations, with a particular focus on safety and quality, to achieve all performance and schedule goals. These considerations form the key elements of our Construction Plan to complete the project within the contract duration of 958 work days and prior to the RWQCB CDO deadline of December 31, 2028. Based on an NTP of December 16, 2024 we expect to complete the project by August 17, 2028.

The improvement and modernization of PS1 includes three general types of construction with the general scopes described below:

KEY PLAN ELEMENTS



Safety measures to protect workers, operators and the public



Maintenance of Plant Operations to minimize interruption of service



Detailed planning and phasing to meet RWQCB completion date



Precise installation to meet manufacturer to meet manufacturer performance specifications

Mechanical and Piping

- » Replacement of six (6) - 600 hp pumps with 6 - 700 hp pumps and rotating assemblies.
- » Replacement of all suction pipes, six (6) 48" suction gate valves, six (6) 36" discharge gate valves, the existing 30" cone valve system, removal of the existing venturi flow meters and replacement with new modern flow meters on new discharge piping.
- » Replacement of all piping and supports within the pipe gallery.
- » Replacement of existing screens with new taller vertical screens and replacing the conveyor above grade with odor enclosures and upgraded odor control.

Electrical, Instrumentation and Controls

- » Replacement of existing four (4) motor starters and liquid rheostats with four (4) VFDs and two (2) reduced voltage soft starts.
- » Replacement of (2) existing 5kV motor control centers (MCCs).
- » Providing new programming and screens for the existing DCS system.
- » Installation of various new instruments and controls (e.g., PLCs, ultrasonic, magnetic and strap-on flow meters, fire and gas alarm systems, ultrasonic level controllers, pump, conveyor & screen instrumentation, etc.)

Structural and Miscellaneous Repairs

- » Repair and replacement of concrete slabs, walls and pedestals in the pipe gallery, pump building, wet well, influent structure and odor control facility.
- » Re-constructing the screening chamber deck covers to allow for extended screens and above grade conveyors.
- » Clean and recoat interior of influent channels and wet well.
- » Repair of various building components and miscellaneous metals.

5.1.1. Construction Approach and Methods

The primary factors of our construction approach are the timely procurement of long-lead equipment and use of a long-term bypass pumping system to provide schedule flexibility and confidence. Because the replacement of pumps and the screening equipment require efficient construction during controlled individual pump and wet well shut down periods, we will not proceed with work until all equipment, tools and materials are in hand and available. To better manage work during shutdowns and to provide flexibility to work beyond the dry seasons, we will design and install a high-capacity redundant bypass system able to meet the City's operating capacity needs.

Our approach to early procurement consists of early focus on the development of design packages for procurement of long-lead equipment including pumps, cone valves, isolation valves, screen and conveyor components and electrical gear including MCCs, VFDs and soft starters. The phasing of design and procurement is detailed in our proposed schedule presented in Section 5.1.7. Our approach to the installation and operation of the influent bypass system is described in Section 5.1.2. in the context of maintaining operations during construction.

The methods of construction we will employ are designed to minimize impacts to operations with focus on safety and precision installation of pumps and mechanical equipment.

Precision Installation of Pumps

Filanc has specialized in the construction of pumping systems for decades and employs many of the most experienced millwrights in the industry. Key to our approach will be keeping the same crew of experienced millwrights engaged throughout the process, from disassembly of the existing system to assembly and installation of the new pumps and rotating assemblies. Key areas for quality installation include the demolition and reconstruction of the concrete pump supports, setting of the pumps using the available overhead cranes followed by precise alignment and leveling of the pumps. The connecting piping will also be evaluated to ensure that is free of stress due to misalignment.

Following installation of each pump, the vertical shaft flywheel will be installed. Precise measuring instruments such as dial gauges and micrometers will be used to check tolerances against manufacturer's specifications. Once coupled, the shaft will be manually rotated to again check tolerances. A manufacturer's representative will be onsite to confirm each installation.

The concrete encased piping at the suction and discharge of the pumps will be inspected and re-lined during each pump replacement. Following the re-lining, the new piping and valves will be installed for each pump. No provisions for cathodic protection were considered as it was not addressed in the bid documents nor does it appear to be in use at the pumping station.

Screen and Conveyor Upgrades

Replacement of the bar screen and the conveyor system and other repairs to the influent channel will be performed during Dry Season Phases 1 and 2 as indicated in our proposed schedule. Safety is our principal concern with this construction, particularly because it involves confined space work. Our approach to performing this work safely is presented in Section 5.1.5.

Once isolated utilizing stop logs and bulkheads to prevent flow into the channels, work in each influent channel will begin with removal of the slide gates and screens as applicable, followed by removal of t-lock liner, concrete repair, recoating, and installation of new gates, screens, and appurtenances. After installation and electrical connections, the mechanical screen and conveyor

equipment will be powered and bumped to confirm rotation. A manufacturer's representative will be onsite to witness installation.

Odor control will need to be maintained throughout the course of construction. Temporary odor control to capture fumes from the screenings chamber will need to be implemented during the renovation of the screens and conveyors. Once the new screens and conveyors are in place, a permanent modification of the odor control system including pulling fumes directly from the covered screens and conveyors will be put in place.

There will be a 6-8 month period where the screenings from the remaining existing screen in the screenings chamber will need be removed with the existing conveyor while the screenings from the new screen will be manually operated at grade level, until the new conveyor can be installed and incorporate both new screens during the second dry season.

Electrical Construction and Controls

The major components of electrical construction are associated with three definable features of work:

1. Replacing 2 of the existing old 5kV MCCs with new MCCs.
2. Replacing 6 existing 600HP Motors with 700HP motors while outfitting them with modern VFD controllers.
3. Replacing the pump control system, performing SCADA upgrades & modernizing the DCS system.

While any one of these tasks is a significant undertaking, coordinating completion of all three is very technically challenging. Fortunately, our team has the experience to take on such a challenge. Never forgetting that PS1 is an operational pumping plant, we know shutting the electricity off and removing equipment for an extended period is not an option. Our team will collaborate with plant operations to optimize a sequence of outages, making use of by-pass pumping, and taking full advantage of lower flows during the dry season to shut down three pumps at a time.

Because the critical path of construction runs through replacing the two 5kV MCCs, we understand the importance of working efficiently in multiple areas concurrently. During a partial plant shutdown to remove and replace just one of the 5kV MCCs, no less than three of the pumps will need to be offline for the shutdown duration. Once the 5kV MCC is fully commissioned and brought back online, we will then bring back on line two of the older 600HP units while having one of the new 700HP motors ready to be commissioned at the same time. Shortly after the newer unit is commissioned, we then repeat the process for each of the remaining units to replace it with a new 700 HP unit as scheduled. Upon completing upgrades on all motors associated with that 5KV MCC, we can repeat the same procedure for the remaining 5KV MCC and associated motors.

While reconstructing the pumps, screenings and pipe gallery, we will systematically replace the pump controls, perform upgrades to the SCADA system and modernize the DCS system. That task consists of upgrading the existing PLCs with Rockwell CompactLogix PLCs and replacing the existing Memic Board with a new modern version that includes LED indicator lights and an overall upgraded presentation. Knowing enhancements must be made to the DCS system control and graphics, we will be providing new Mag Flow meters for each pump discharge line, new pressure monitoring instrumentation for each pump, and new network equipment to interface

between the new PLCs and existing Ovation DCS system.

Our Electrical and Instrumentation team consists of Big Sky Electric and TSI, who each specialize in upgrades to the control systems on existing pump stations and treatment plants and have worked together for decades. We will work closely as a team to ensure that all new PLCs are factory tested well in advance of field installation and cutovers. Prior to the cutover of controls for each pump and/or system there will be multiple workshops and scheduled meetings to ensure that all expectations are understood and met. The cutover of the PLCs will be carefully coordinated with plant operations to create an optimized sequence of construction. We have reached out for help from Emerson to support the required updates to DCS controls and graphics associated with the new PLCs and Emerson Ovation DCS network programming. However, Emerson was not able to define the scope of work and provide a firm quote. With that said, addendum 6 did provide the necessary guidance needed as our team understands the technical difficulties and values the collaboration required from all stakeholders in order to have a successful project.

Concrete and Crack Repair

The repairs to the existing concrete will coordinate with the alternating shutdown of a wetwell and influent channels during the dry seasons. Once Wetwell 1 is isolated, our subcontractor, Techno-Coatings, will remove the existing T-lock liner, make the required concrete repairs to the channel and re-line the channel. All of this work will be performed within a confined space and within hazardous conditions relating to fumes from the raw sewage and coatings. A stringent confined space plan will be developed and incorporated to include full-time hole watch, lifting aids, emergency response team and high ventilation fans to ensure the safety of the workers within the channels and wet wells. The following dry season will repeat the process in Wetwell 2. All concrete repairs will be performed after inspections and confirmation of the extent of the repairs.

5.1.2. Plan for Operation of Facility During Construction

Prior to the first dry season, a fully redundant bypass system will be installed within the screenings chamber to provide 33,000 GPM flow from the screenings channels to the effluent pipeline. The bypass system will provide the equivalent flow of one pump while the three pumps associated with Wetwell 1 are down for the installation of the new screen, conveyor and the repairs to the inlet channels associated with Wetwell 1.

The first pump replacement will begin during Dry Season 1 and at this same time as the replacement of the 48” suction gate valves to Pumps 1, 2 & 3. By installing the new 48” gate valves for all three pumps, individual replacements will be able to proceed throughout the year, as each pump can be isolated, while we maintain full flow through the wetwell. The bypass system will provide an additional pump equivalent, which provides for an equivalent of five pumps available at all times. The bypass system will be a fully redundant system, which means it provides an additional pump to the system in case another pump goes down for any reason.

REDUNDANT BYPASS PROVIDES CONSTRUCTION FLEXIBILITY

A high redundancy bypass system will continually provide the equivalent capacity of 5 pumps to enable construction during all operating conditions.

The bypass system will remain in place throughout the construction period, both during dry and wet seasons so the systematic replacement of individual pumps can proceed throughout the construction period. During Dry Season 2, Wetwell 2 will be shut down so the installation of the remaining screen, conveyor and concrete repairs can be performed. Repeating the 48” suction gate valve replacement for Pumps 4, 5 & 6 will allow the phased replacement of the remaining three pumps.

5.1.3. Plan for Phasing of Construction Activities

Our proposed schedule presented in Section 5.1.7. provides a detailed outline of our phasing plan for the entire project to meet the RWQCB CDO deadline of December 31, 2028. Our general phasing plan for construction is summarized in Table 2 below.

TABLE 2: GENERAL CONSTRUCTION PHASING PLAN

PHASE	TIME FRAME	ACTIVITIES
Long-lead procurement	NTP to April 2026	Procurement of all material and equipment needed to install bypass and replace Pump 1
Dry Season 1	May to October 2026	Work within Wetwell 1, Pump 1
Wet Season 1	November 2026 to April 2027	Replacement of Pumps 2 and 3
Dry Season 2	May 2027 to October 2027	Work within Wetwell 2, Pump 4
Wet Season 2 and beyond	November 2027 to August 2028	Replacements of Pumps 5 and 6, DCS programming and closeout

The phasing plan of construction begins with the early procurement of all key components:

- » Pumps
- » Gate valves
- » Cone valves
- » Sluice gates
- » MCCs
- » VFDs

It is imperative that these components are purchased and delivered prior to the first dry season partial shutdown to enable efficient, uninterrupted construction.

Dry Season 1, May to October 2026, will see the completion of work within Wetwell 1 which includes:

- » Removal and replacement of a mechanical screen and conveyor.
- » Removal and replacement of 2 sluice gates.
- » Temporary modifications to odor control system at screenings chamber.
- » Concrete repairs in influent channel and Wetwell 1.
- » Lining of channels and Wetwell 1.
- » Removal and replacement of 48” suction gate valves for Pumps 1, 2 & 3.
- » Removal and replacement of Pump 1 including MCC and VFD.
- » Removal and replacement of effluent piping associated with Pumps 1, 2 & 3.

- » Installation of line stop to allow replacement of 54” gate valve at effluent header.

All of the above work will be performed, tested and accepted by the City within this period. At the conclusion of the first dry season, Wetwell 1 and the screenings chamber will be in full operation.

During Wet Season 1, November 2026 through April 2027, the replacement of Pumps 2 and 3 will proceed, utilizing the bypass pumping system as the 5th pump in the system.

During Dry Season 2, May 2027 through October 2027, the same work will be performed in Wetwell 2:

- » Removal and replacement of 2nd mechanical screen and conveyor.
- » Removal and replacement of 1 sluice gate.
- » Permanent modifications to odor control system at screenings chamber.
- » Concrete repairs in influent channel and Wetwell 2.
- » Lining of channels and Wetwell 2.
- » Removal and replacement of 48” suction gate valves for Pumps 4, 5 & 6.
- » Removal and replacement of effluent piping associated with Pumps 4, 5 & 6.
- » Installation of Pump 4 including VFD and MCC.
- » Installation of line stop to allow replacement of 54” gate valve at effluent header.

During Wet Season 2, November 2027 through April 2028 and proceeding into the final dry season and project completion in August 2028, the remaining pumps will be replaced and associated DCS systems will be reprogrammed. Any remaining site work and associated punch lists relating to the work will be completed.

5.1.4. General Plan for Functional Testing and Start-Up

Each pump and associated MCC, VFD, piping, valves and controls will be functionally tested prior to putting it into service. Once in service, this equipment will be accepted by the City for incorporation into the operation of the plant. During each dry season, the piping in the pipe gallery, half associated with Pumps 1 through 3 and the other half associated with Pumps 4 through 6 will be tested prior to going into full service.

The functional testing and startup will be a continuous process, as each system is completed, it will be tested and accepted prior to taking the next system down. The ownership of the system will transfer to the City and will begin the warranty period.

Final acceptance of the DCS will occur at the completion of the final pump and demonstration of the SCADA operation.

5.1.5. Proposed Safety Program

The focus of our safety program will be preparing our crews for working within an operating facility that has limited access, hazardous fumes and confined spaces. The logistics of moving extremely heavy equipment within an active pumping plant will require coordination with plant operations and an understanding of the requirements in place when utilizing existing plant equipment including bridge cranes and elevators. Learning the safety rules of the operating pumping facility in addition to the safety procedures required by the job hazard analysis for each work package will be the initial focus of our safety team. Training and certification of

confined space crews to support those working within the wetwell and screening chamber will be performed during the period prior to Dry Season 1.

Filanc will have a full-time safety Engineer on site overseeing all aspects of the safety risks on this project. However, it will be the responsibility of the entire management team and the craft workers to ensure that all work is performed with the safety of all in mind. Everyone will have the full authority to shutdown operations if a safety risk is observed or anticipated so that it can be evaluated and mitigated prior to work proceeding.

Upgrading existing facilities brings a set of unique safety challenges. Filanc's main priority during the construction phase is to ensure effective communication and coordination with the plant staff to safely maintain plant operations. With multiple working parties involved, there is a greater potential for safety conflicts due to scheduling, proximity, multiple contractors, etc. With over 72 years of experience working side by side with plant maintenance staff, Filanc has developed an understanding of the unique intricacies that come along with maintaining plant operations safely and effectively.

Not only is communication key to maintaining harmony within the plant, but it also conveys and galvanizes the Filanc culture of safety. By maintaining an accurate project schedule, Filanc can plan construction activities in conjunction with the PS1 maintenance schedule. By scheduling progress meetings with the city staff, Filanc will communicate directly with the plant operators to ensure that all MOPO and NOPA procedures are adhered to. Planning is not only key to effective construction and maintenance, but also necessary to achieve the safest work site possible.

With site specific training and certification, Filanc will ensure that all on-site Filanc personnel and subcontractors will be ready to work in a safe and effective manner. Filanc has identified several unique challenge areas that are specific to the PS1 improvements. The headworks is one of the most dangerous areas onsite due to the lack of space, proximity of high-pressure piping, and lack of ingress/egress. As a confined space, the head works will be viewed as a safety risk. Only a small number of certified and trained personnel will be allowed to enter the head works. Filanc employees must have the following before entering a confined space; confined space awareness atmospheric gas detector, safety harness, and proper ventilation/blower. Hazard assessment training for Filanc employees will occur to inform them of on-site chemical hazards.

Since the PS1 rehabilitation scope includes the installation of large diameter pipe and valves, Filanc plans to use the existing overhead crane that is onsite. Filanc will make sure that the crane will be inspected/certified before use. The operator will also be trained and certified to safely operate the overhead crane. By using proper rigging techniques, correct hand signals, and identifying the "fall zone", Filanc be able to lift equipment/materials in the safest way possible.

Pipe and valves will be installed underground at depths that will require shoring/fall protection. The utilization of proper shoring and trench safety techniques will be paramount to maintaining a safe excavation. Filanc employees entering or working next an excavation will have fall protection, trenching, and excavation safety training. At least one competent person/supervisor will be required to be onsite for all related activities.

Day to day plant operations can change and emergencies can occur at any time. Filanc recognizes this fact and is willing to change and adapt to ensure that the pump station staff is not impacted by construction activities. Material laydown, truck routes, employee parking, equipment storage, etc. will all be selected with the input of the PS1 plant staff to minimize potential exposure to the dangers of heavy vehicle traffic.

Safety Activity Schedule:

Daily

- » Task Safety Training led by each crew foreman specific to the says work. Discuss work steps, hazards, controls, personal protective equipment necessary, and tools and equipment.
- » Stretch & Flex warmup and stretching of large muscle groups to prevent soft tissue injuries (sprains and strains).
- » Cleanup is conducted throughout the day to maintain good housekeeping and safe access/egress at the jobsite.
- » Tools and equipment are inspected dialing and prior to each use.

Weekly

- » Jobsite-wide tailgate meeting led by jobsite superintendent to address safety and coordination concerns and upcoming work.
- » Jobsite inspection by superintendent.

Monthly

- » Minimum monthly inspection of jobsite by Safety Director.
- » Quarterly or more frequent inspection by insurance risk control consultant.
- » Individual incentive program rewards employees who have worked insure, indent, and infraction-free for a month.
- » Jobsite incentive program rewards who have worked a month without a lost-time injury.

5.1.6. Proposed Emergency Response Plan

Filanc will have a full-time hole watch in place while work is being performed in any confined spaces, including wet wells, screening chambers and meter vaults. Video and audio communications will be maintained at all times with appropriate lifting hoists, harnesses and fresh air fans and blowers. We will have confirmed communication and access to an off-site emergency response team to provide emergency evacuations of any employee injured on the site. Our preliminary Emergency Response Plan is provided as Attachment B.

5.1.7. Proposed Construction Schedule

Our proposed schedule provides a detailed breakdown of our proposed design and construction activities and phasing to achieve project completion before the RWQCB CDO deadline of December 31, 2028. The proposed project schedule is provided in Attachment A.

5.1.8. Traffic Control Management Plan

PS1 is an active site from 5 am to 5 pm for local vector trucks to unload wastewater into the plant. The access requires the plant to have full clearance around the plant for incoming and

existing trucks. We will not be able to locate any large hoisting equipment within the perimeter roads during the operating hours. Therefore, much of the heavy hoisting and work within the pipe gallery will be required to be performed during off hours, between 5 pm and 5 am. Storage of equipment and materials will be required to be located offsite or in locations that do not impact the operations of the plant.

Access to the plant will be from East Harbor Drive, which is an active roadway but accessible for large trucks and equipment and currently used by the facility. We do not anticipate problems associated with traffic into and out of the pumping station. It has been observed that shift changes at local shipyards creates congestion, which we will take into consideration when scheduling shipments into the plant in order to avoid the high congestion periods.

5.1.9. Community Impact

Our main concern with community impact is to avoid interruptions with the naval facilities in the area. We will provide craft and vendors clear directions to and from the plant to assure they do not proceed into restricted areas. We will also be aware of the local rail system behind the plant to avoid any work plans that could have an effect on the rail system.



6. EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY

6. EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY

At Filanc, our core values are integrity, respect and problem-solving and our company culture supports these through leadership training and development, mentor/protégé programs, community outreach, and our very own Filanc Construction University classes.

– MARK E. FILANC, PE, DBIA // CHIEF EXECUTIVE OFFICER (CEO)

6.2 Subcontractor Documentation

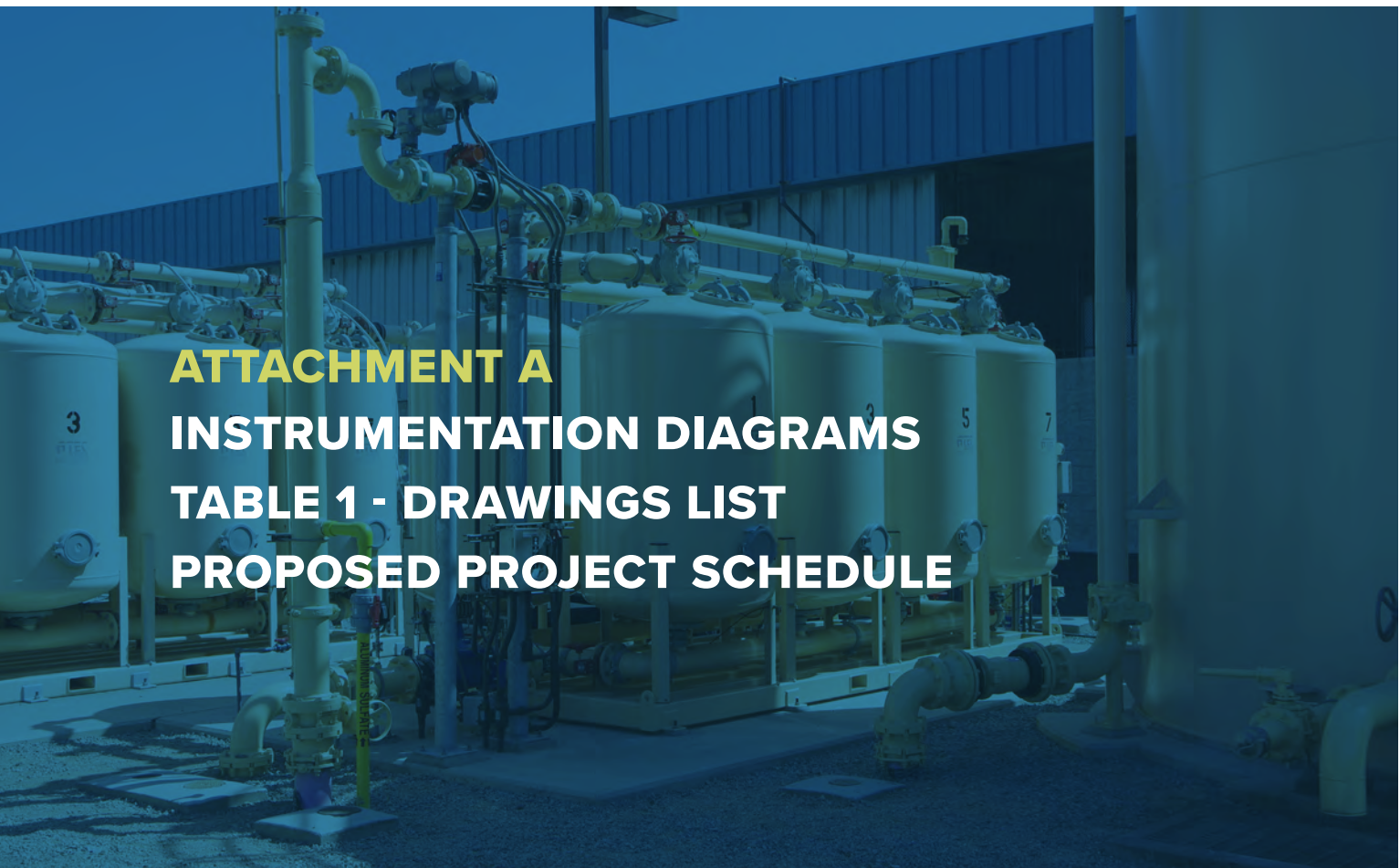
Filanc has met the 12.9% overall Mandatory Subcontracting participation goal from Addendum 4 dated June 18, 2024. Supporting documentation is provided in our separate Price Proposal.

PS1 IMPROVEMENT AND MODERNIZATION

ATTACHMENTS



PS1 IMPROVEMENT AND MODERNIZATION



ATTACHMENT A
INSTRUMENTATION DIAGRAMS
TABLE 1 - DRAWINGS LIST
PROPOSED PROJECT SCHEDULE

ATTACHMENT A CONTENTS

INSTRUMENTATION DIAGRAMS

P&ID 1 - Influent Headworks

P&ID 2 - Pumping Units

P&ID 3 - Plant Discharge

P&ID 4 - Transfer System

P&ID 5 - Sump System

TABLE 1 - DRAWINGS LIST

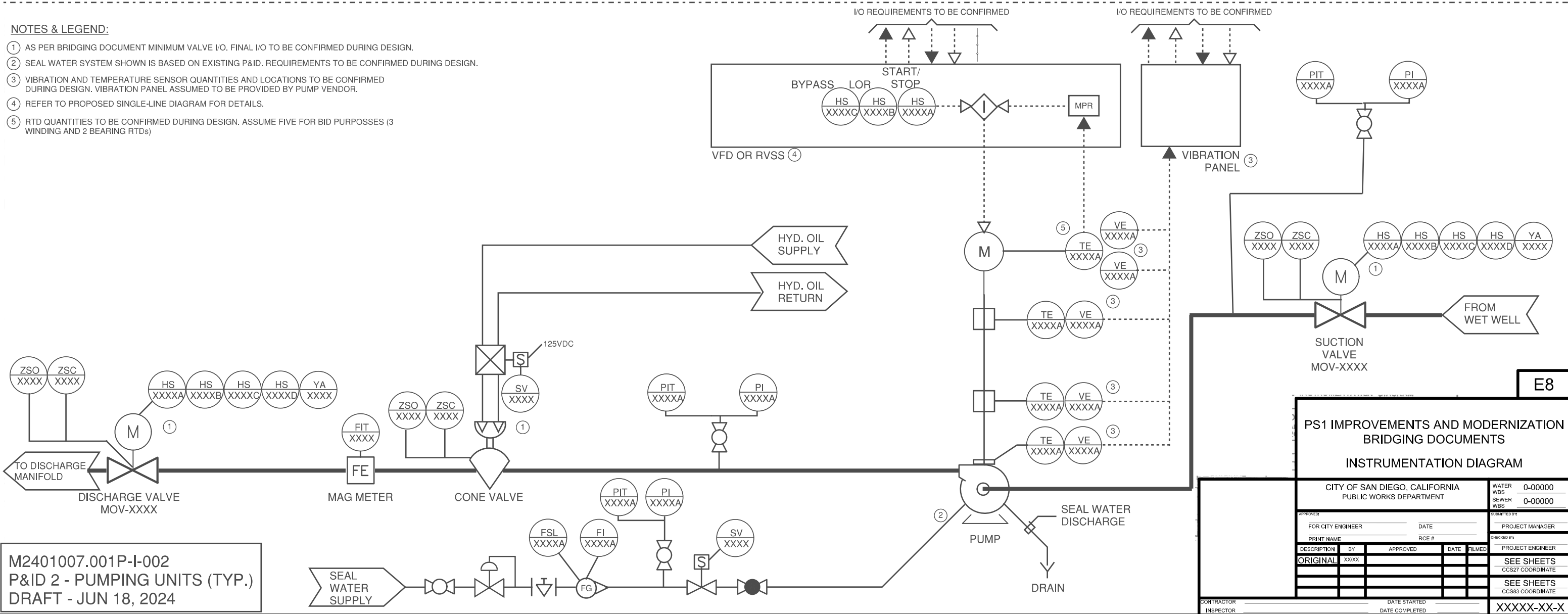
Sheets 1 - 187

PROPOSED PROJECT SCHEDULE

P:\486_San Diego PS 1_Kimley-Horn\BRIDGING DOCUMENTS\BRIDGING DWGs\486 Bridging E08.dwg 4-09-24 10:54:31 AM TP

NOTES & LEGEND:

- ① AS PER BRIDGING DOCUMENT MINIMUM VALVE I/O. FINAL I/O TO BE CONFIRMED DURING DESIGN.
- ② SEAL WATER SYSTEM SHOWN IS BASED ON EXISTING P&ID. REQUIREMENTS TO BE CONFIRMED DURING DESIGN.
- ③ VIBRATION AND TEMPERATURE SENSOR QUANTITIES AND LOCATIONS TO BE CONFIRMED DURING DESIGN. VIBRATION PANEL ASSUMED TO BE PROVIDED BY PUMP VENDOR.
- ④ REFER TO PROPOSED SINGLE-LINE DIAGRAM FOR DETAILS.
- ⑤ RTD QUANTITIES TO BE CONFIRMED DURING DESIGN. ASSUME FIVE FOR BID PURPOSES (3 WINDING AND 2 BEARING RTDs)

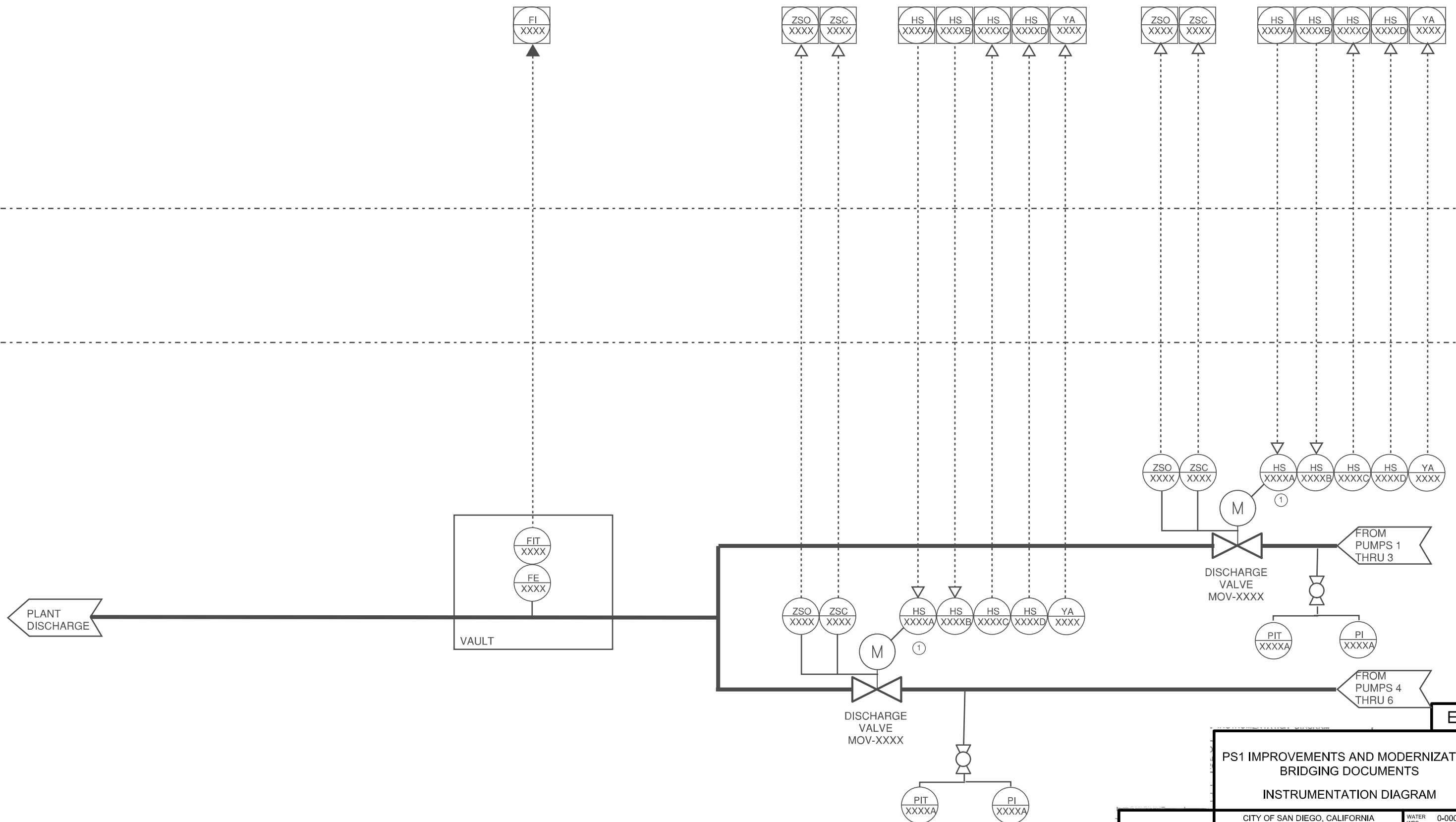


M2401007.001P-I-002
P&ID 2 - PUMPING UNITS (TYP.)
DRAFT - JUN 18, 2024

E8	
PS1 IMPROVEMENTS AND MODERNIZATION BRIDGING DOCUMENTS INSTRUMENTATION DIAGRAM	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT	
WATER WBS 0-00000	SEWER WBS 0-00000
APPROVED BY: _____	SUBMITTED BY: _____
FOR CITY ENGINEER: _____	PROJECT MANAGER: _____
PRINT NAME: _____	RCE #: _____
DESCRIPTION: _____	DATE: _____
BY: _____	APPROVED: _____
DATE: _____	FILED: _____
ORIGINAL: _____	PROJECT ENGINEER: _____
_____	SEE SHEETS CCS27 COORDINATE
_____	SEE SHEETS CCS83 COORDINATE
CONTRACTOR: _____	INSPECTOR: _____
DATE STARTED: _____	DATE COMPLETED: _____
_____	XXXXX-XX-X

INSTRUMENTATION DIAGRAM

P:\486_San Diego PS 1_Kimley-Horn\BRIDGING DOCUMENTS\BRIDGING DWGs\486 Bridging E08.dwg 4-09-24 10:54:31 AM TP



NOTES & LEGEND:
 ① AS PER BRIDGING DOCUMENT MINIMUM VALVE I/O. FINAL I/O TO BE CONFIRMED DURING DESIGN.

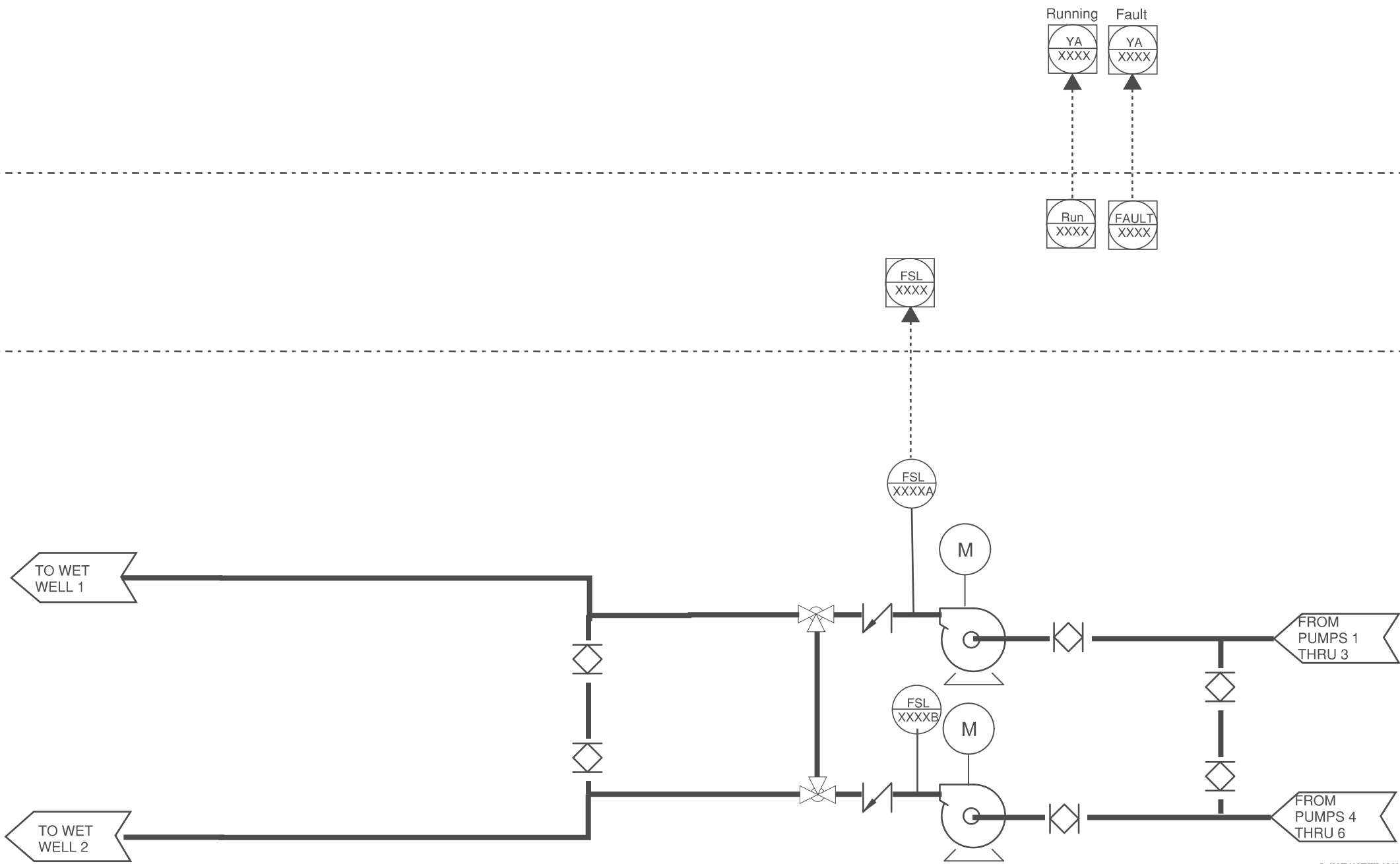
M2401007.001P-I-002
 P&ID 3 - PLANT DISCHARGE
 DRAFT - JUN 18, 2024

PS1 IMPROVEMENTS AND MODERNIZATION BRIDGING DOCUMENTS INSTRUMENTATION DIAGRAM		CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT		WATER WBS 0-00000	
				SEWER WBS 0-00000	
APPROVED FOR CITY ENGINEER	DATE	PROJECT MANAGER			
PRINT NAME	RCE #	CHECKED BY PROJECT ENGINEER			
DESCRIPTION ORIGINAL	BY XXXX	APPROVED	DATE	FILMED	SEE SHEETS CCS27 COORDINATE
					SEE SHEETS CCS83 COORDINATE
CONTRACTOR INSPECTOR	DATE STARTED	DATE COMPLETED	XXXXX-XX-X		

INSTRUMENTATION DIAGRAM

E8

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M2401007.001P-I-002
 P&ID 4 - TRANSFER SYSTEM
 DRAFT - JUN 18, 2024

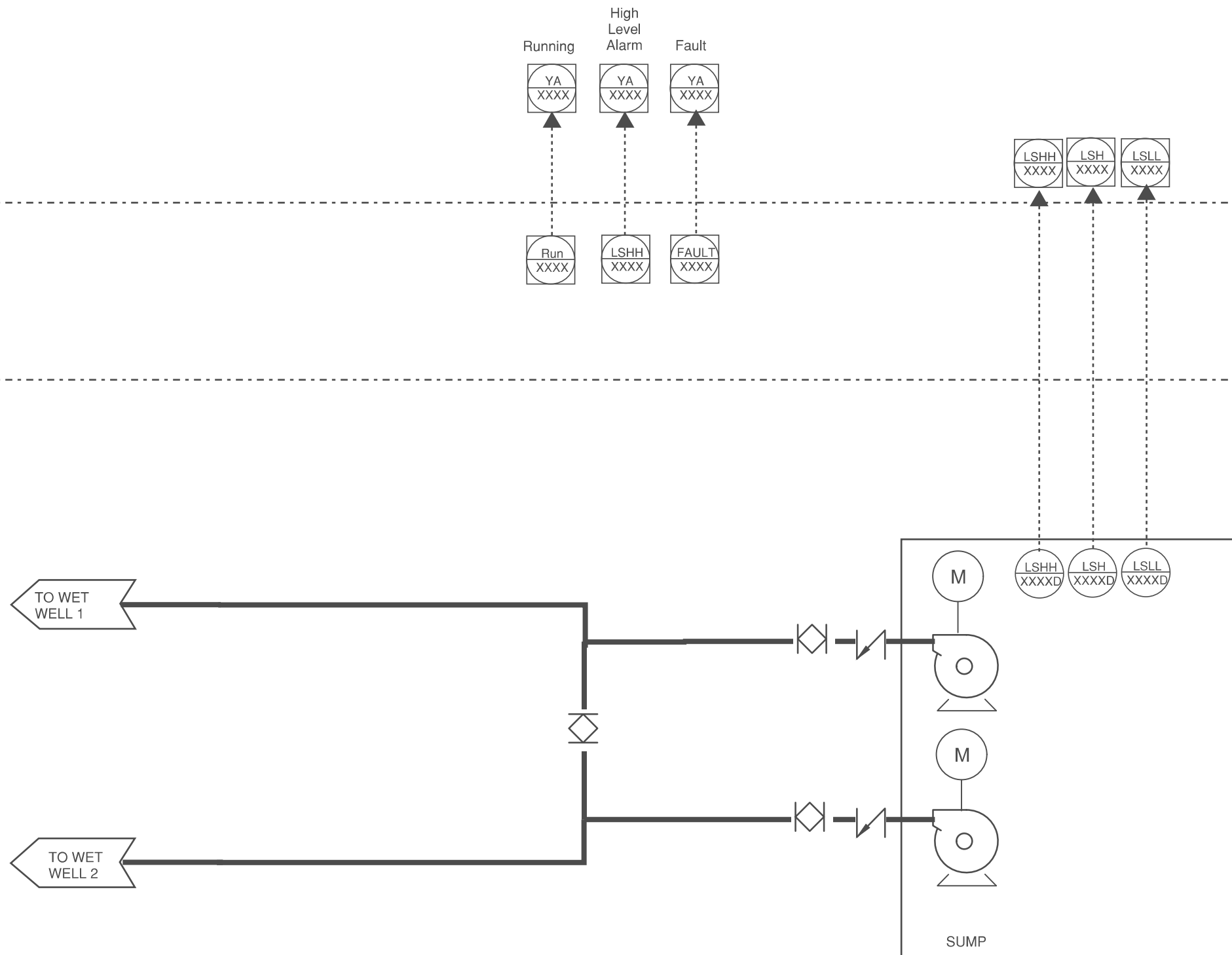
E8

PS1 IMPROVEMENTS AND MODERNIZATION
 BRIDGING DOCUMENTS
 INSTRUMENTATION DIAGRAM

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT		WATER WBS 0-00000	SEWER WBS 0-00000
APPROVED	DATE	SUBMITTED BY	
FOR CITY ENGINEER		PROJECT MANAGER	
PRINT NAME	RCE #	CHECKED BY	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	XXXX		
CONTRACTOR		DATE STARTED	DATE COMPLETED
INSPECTOR			
		XXXXX-XX-X	

INSTRUMENTATION DIAGRAM

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M2401007.001P-I-002
P&ID 5 - SUMP SYSTEM
DRAFT - JUN 18, 2024

E8

PS1 IMPROVEMENTS AND MODERNIZATION
BRIDGING DOCUMENTS
INSTRUMENTATION DIAGRAM

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT		WATER WBS 0-00000	SEWER WBS 0-00000
APPROVED	DATE	SUBMITTED BY	
FOR CITY ENGINEER		PROJECT MANAGER	
PRINT NAME	RCE #	CHECKED BY	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	XXXX		
CONTRACTOR	DATE STARTED	PROJECT ENGINEER	
INSPECTOR	DATE COMPLETED	SEE SHEETS CCS27 COORDINATE	
		SEE SHEETS CCS83 COORDINATE	
		XXXXX-XX-X	

INSTRUMENTATION DIAGRAM

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5	G-5	Hydraulic Profile and Pump Curves
6	G-6	General Notes
7	G-7	Site Map and Staging Areas
8	D-1	Demolition Notes and Legend
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32	M-5	Force Main Piping Pit Plan
33	M-6	Motor Room Plan
34	M-7	Mechanical Room Plan
35	M-8	Mezzanine Level Plan
36	M-9	Pump Room Plan 1
37	M-10	Pump Room Plan 2
38	M-11	Basement Level Plan 1
39	M-12	Basement Level Plan 2
40	M-13	Screening Chamber Lower Level Plan
41	M-14	Screening Chamber Operating Level Plan

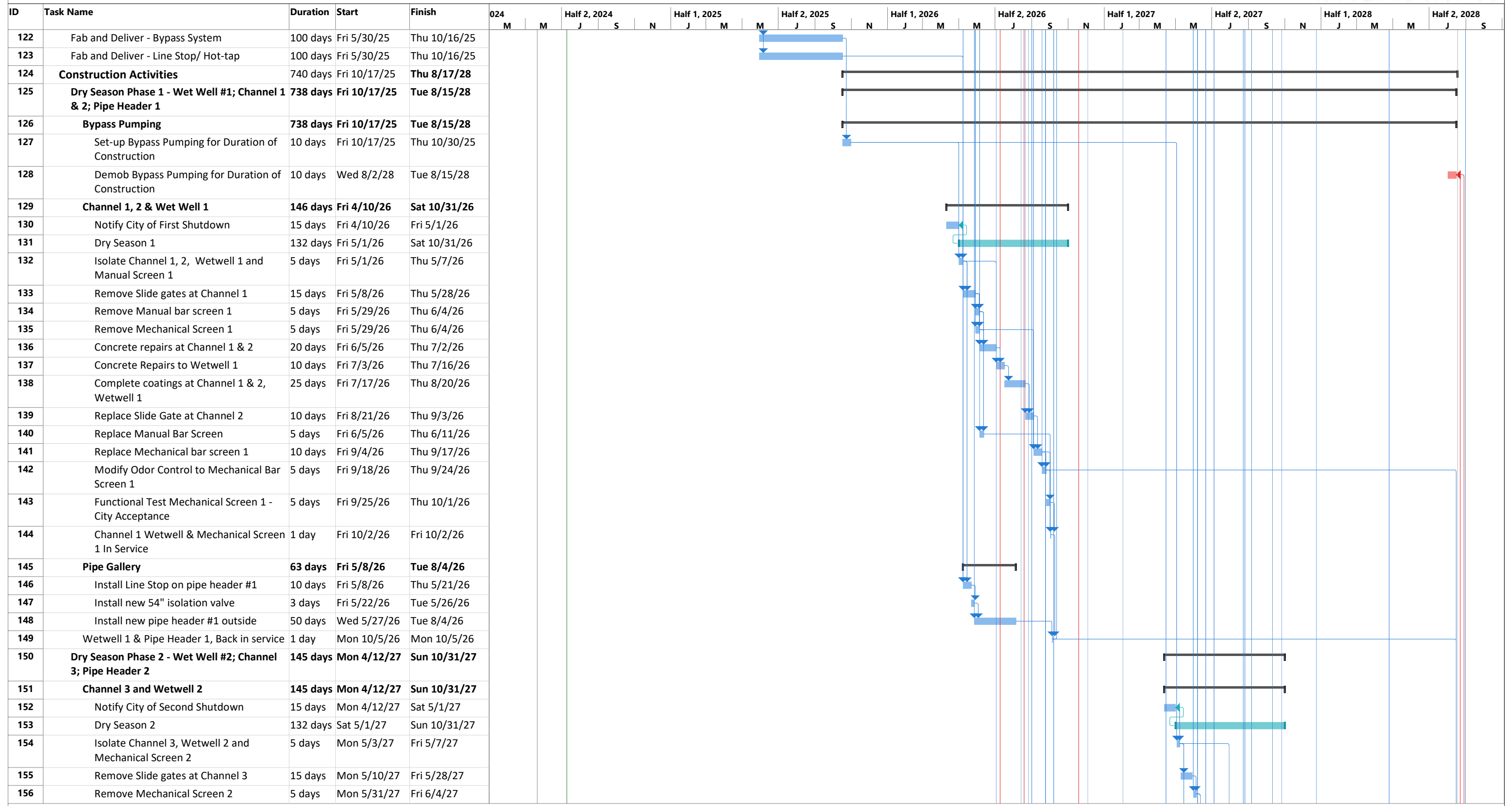
SHEET NO.	DRAWING NO.	DRAWING NAME
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43	M-16	Odor Control Area Plan 1
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45	M-18	Chemical Storage Area Plan 1
46	M-19	Chemical Storage Area Plan 2
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57	M-30	Mechanical Sections 11
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60	M-33	Mechanical Sections 14
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64	M-37	Mechanical Details 3
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73	S-2	Structural General Notes 2
74	S-3	Structural General Notes 3
75	S-4	Statement of Special Inspections-1
76	S-5	Statement of Special Inspections-2
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78	S-7	Structural - Pipe Gallery - Foundation Plan
79	S-8	Structural - Pipe Gallery - Details
80	S-9	Structural - Pump Building - Foundation Plan
81	S-10	Structural - Pump Building - Pump Level
82	S-11	Structural - Pump Building - Mezzanine Level
83	S-12	Structural - Pump Building - Section

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85	S-14	Structural - Pump Building - Details
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88	S-17	Structural - Influent Structure - Roof Plan
89	S-18	Structural - Influent Structure - Details
90	S-19	Structural - Influent Structure - Details
91	S-20	Structural - Odor Control Facility - Foundation Plan
92	S-21	Structural - Odor Control Facility - Details
93	S-22	Structural - Chemical Storage - Foundation Plan
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111	E-7	Electrical Demolition 4
112	E-8	Electrical Demolition 5
113	E-9	Electrical Demolition 6
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117	E-13	Electrical Demolition 10
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137	E-33	Wiring Diagrams 14
138	E-34	Wiring Diagrams 15
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141	E-37	MCC Wiring Diagrams 2
142	E-38	MCC Wiring Diagrams 3
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144	E-40	MCC Wiring Diagrams 5
145	E-41	MCC Wiring Diagrams 6
146	E-42	MCC Wiring Diagrams 7
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148	E-44	MCC and VFD Elevation Drawings 1
149	E-45	MCC and VFD Elevation Drawings 2
150	E-46	MCC and VFD Elevation Drawings 3
151	E-47	MCC and VFD Elevation Drawings 4
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155	E-51	MCC and VFD Elevation Drawings 8
156	E-52	Grounding Plan 1
157	E-53	Grounding Plan 2
158	E-54	Electrical Plan 1
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165	E-61	Electrical Plan 8
166	E-62	Electrical Plan 9
167	E-63	Electrical Plan 10

SHEET NO.	DRAWING NO.	DRAWING NAME
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169	E-65	Panel Schedule 2
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171	E-67	Cable and Conduit Schedules 2
172	E-68	Cable and Conduit Schedules 3
173	E-69	Cable and Conduit Schedules 4
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175	E-71	Electrical Details 2
176	E-72	Electrical Details 3
177	E-73	Electrical Details 4
178	E-74	Electrical Details 5
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180	I-2	General I&C Notes and Legends
181	I-3	Block Diagram
182	I-4	P&ID 1
183	I-5	P&ID 2
184	I-6	P&ID 3
185	I-7	P&ID 4
186	I-8	P&ID 5
187	I-9	P&ID 6

CITY OF SAN DIEGO
PUMP STATION 1 IMPROVEMENTS
PROPOSAL SCHEDULE



Project: San Diego PS 1 - Rev.3 Date: Wed 7/10/24	Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Critical Split	
	Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline		Progress	
	Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Critical		Manual Progress	

PS1 IMPROVEMENT AND MODERNIZATION



ATTACHMENT B
EMERGENCY RESPONSE PLAN

EMERGENCY ACTION PLAN

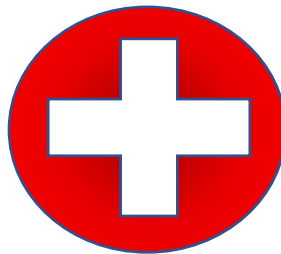


J.R. FILANC Construction Company, Inc

PROJECT

PUMP STATION 1: PROPOSED EMERGENCY RESPONSE PLAN

CITY OF SAN DIEGO



JULY 2024

Project Location: **3550 Harbor Drive, San Diego, CA 92101**



1.0

EMERGENCY RESPONSE TELEPHONE NUMBERS

Emergency phone number shall be posted in accordance with Title 8 Section 1512(e) using the Cal/OSHA Emergency Phone numbers posting for jobsites in California. (Blank form is at the end of this section).

In an emergency, dial 911!

EMERGENCY NUMBERS	
Scripps Mercy Hospital Address: 435 H St., Chula Vista, CA 91910	(858) 260-7825
Akeso Occupational Health Urgent Care Address: 444 W 8 th St. 101 102, National City, CA 91950	(619) 474-8666
Onsite Health & Safety	866-998-2750
Poison Control Center	800-222-1222
SDS – Spill / Exposure Emergencies	Verisk 3E Company 800-451-8346
Local OSHA or Cal/OSHA Office	619-767-2280

PROJECT NUMBERS	
Project Manager	760-650-6844 (Mark Pipczynski)
Corporate Safety	714-501-2267 (Brian Rowland)
VP, Con Ops	760-809-4838 (Babaq Taj)
Corporate Safety Office	714-501-2267 (Brian Rowland)
Treatment Authorization	714-501-2267 (Brian Rowland) 760-941-7130 (Office) 760-330-7198 (Jamie-HR)

1.2 INTRODUCTION

While working at a FILANC jobsite, each contractor has the responsibility of ensuring a safe and healthful work site for his or her employees. However, in the event of an emergency, it is the intent of FILANC to prepare and update relevant procedures for governing actions to be taken for incidents involving serious injury, property damage, or another catastrophe. Such emergency procedures may include:

- Necessary action to be taken
- Who should be responsible to take those actions
- The names of all individuals and/or entities that should be notified
- The location(s) of emergency equipment and supplies

All supervisory and other key personnel for FILANC and their subcontractors should be thoroughly familiar with these procedures.

Copies of these procedures are to be made available to every employee upon request and can be obtained directly from the Safety Director or Site Safety Manager

1.3 GENERAL INFORMATION

Copies of the emergency procedures shall be given to all subcontractors. The Project Superintendent, Project Manager, or Site Safety Manager should review the program with each subcontractor in order to be certain that those parties understand the requirements and their respective responsibilities.

1.4 RESPONSIBILITIES

In the event of a serious injury, fire, property damage, etc., offsite Emergency Medical Services will be activated to carry out response actions.

A jobsite Emergency Response Team has been designated in Appendix A.

1.5 COMMUNICATION

Primary method of communication will be cellular telephones with two-way capabilities or two-way radios.

1.6 MEDIA RELATIONS

The spokesperson is **Omar Rodea, President**. In his/her absence, **Matt Appleton, Project Manager** will be the project spokesperson. All media inquiries shall be directed to the designated spokesperson. The project spokesperson should be prepared to provide the following basic information about the emergency:

1. WHAT happened?
2. WHERE did it happen?
3. WHEN did it happen (day, date, time)?
4. CURRENT status of the situation as verified by facts.
5. EFFECT on the project.
6. NUMBER of fatalities / injuries. DO NOT release names until next of kin are notified – then release name, job title, age, sex and refer further questions to the appropriate hospital or funeral home.

To the extent possible, DO NOT ALLOW any pictures to be taken, except upon approval of the Project Manager or Safety Director.

1.7 TRAINING

All employees will receive training on this emergency plan. Training will be conducted:

- (1) During orientation of new hires
- (2) Periodically using tailgate safety meetings.
- (3) As needed when any employee's duties under this plan change

1.8 GENERAL EMERGENCY PROCEDURES

Where specific procedures may not have been established, judgment shall be used in determining the best course of action. Follow the guidelines below for assistance:

- 1) All emergencies are to be handled by the highest-level supervisor present, with whoever is available to assist.
- 2) The highest-level supervisor shall delegate responsibility for making emergency phone calls.
 - a) There is a **911** Emergency Phone system in place. The phone number for Fire, Ambulance or Police is **911**. **911** can be used to summon emergency services from any cell phone and any phones in the office trailers.
- 3) The highest-level supervisor present shall determine the need for an ambulance or other emergency services. In the event of a catastrophic occurrence, any person on-site may call for emergency services. **IF THERE IS ANY DOUBT, CALL 911.**

1.9 SPECIFIC EMERGENCY PROCEDURES

Mishaps Involving Serious Injury or Death

- ❑ Safely cease all operations in the area of the incident.
- ❑ Provide necessary first aid.
- ❑ Foreman will call 911, or have first available person call 911, and advise of complete situation.
 - **When it is necessary to call 911:**
 - Give the dispatcher as much information as possible concerning the type of incident, injuries and conditions of the injured employees.
 - Give the dispatcher the job site phone number
 - Appendix D – contains directions to Urgent Care.
 - **HANG UP LAST!**
- ❑ After 911 has been notified, the foreman will notify Project Manager and Site Safety Manager and/or Safety Director.
- ❑ The foreman will ensure that all operations in the area of the incident have been ceased.
 - Clear a path for emergency response vehicles and equipment.
 - All non-essential personnel should be directed by their supervisor to clear the area. Workers should be sent to the jobsite trailers.
 - Secure the mishap scene – do not allow witnesses to leave without getting name and phone number.
- ❑ Aid rescue personnel as requested.
- ❑ Make no comments. Refer all inquiries to the Project Manager.
- ❑ Ensure that the corporate Safety Director office is notified.
 - It is imperative that the corporate Safety Director is notified as they may have to notify OSHA or Cal/OSHA of the incident in a timely manner.
- ❑ Secure accident scene until Project Management arrives.

Mishaps Involving Minor to Moderate Injury

- Provide necessary **First Aid: On-Site** Health & Safety, Phone: **866-998-2750**
 - For injuries requiring treatment greater than First Aid: During daytime hours, workers will be taken to:
 -



Akeso
Occupational Health

Urgent Care Address: Akeso Occupational Health
444 W 8th St. 101 102, National City, CA 91950
Phone: (619) 474-8666
Hours: Monday – Friday 6:30am-6:00pm;

- **During off hours workers will be taken to:**

Hospital Address: Scripps Mercy Hospital

435 H St., Chula Vista, CA 91910

Phone: (858) 260-7825

Hours: 24 hours/ 7days



Scripps Mercy Hospital

- Foreman will notify Project Manager and the Site Safety Manager and/or Safety Director.
- The foreman will complete an **Injury Report** and forward it to the Site Safety Manager and/or Safety Director.
- Ensure a copy of the report is emailed to Brian Rowland at browland@filanc.com

Mishaps Involving Fire

- Make a safe attempt to extinguish the fire. **Do not endanger your life.**
- If the fire cannot be extinguished, sound an alarm and evacuate the area.
 - If explosive-type materials are involved, immediately evacuate all personnel.
- If necessary, call 911, or have first available person call 911.
 - **When it is necessary to call 911:**
 - Give the dispatcher as much information as possible concerning the type of incident, injuries and conditions of the injured employees.
 - Give the dispatcher the job site phone number.
 - Provide directions for access to the job site. Appendix D – contains directions to Urgent Care.
 - **HANG UP LAST!**
- In the event of an injury, following the appropriate actions regarding job site injuries.
- Keep all spectators and non-essential employees away from the fire.
- Make no comments. Refer all inquiries to the Project Manager.
- Make full investigation, and report.

Property Damage Incidents

- ❑ Notify the Project Manager at first availability. The Superintendent or Project Manager should immediately notify or arrange notification of the Site Safety Manager and/or Safety Director.
- ❑ Protect against further damage whenever possible.
- ❑ Where the possibility of fire, electrical injury, or explosion exists, take additional measures as necessary to protect workers and adjacent property.
- ❑ Keep all spectators and non-essential employees back and/or away from the area.
 - Barricade the area if possible.
- ❑ Make no comments to media personnel. Refer all inquiries to the Project Manager.
- ❑ Make full investigation and report.

Bomb Threat

- ❑ Upon receiving a bomb threat, use the “Bomb Threat Checklist” in Appendix B to gather as much information as possible.
- ❑ After the caller hangs up, notify project management immediately.
- ❑ Project management shall:
 - Evacuate the area where the bomb threat is located.
 - Notify the local authorities via 911.
 - Notify the appropriate project officials
- ❑ Cooperate with the authorities to quickly dissipate the situation.

Hazardous Material Spill or Release

- ❑ Notify the Superintendent and Project Manager immediately. Notify or arrange notification of the Site Safety Manager and/or Safety Director at first availability.
- ❑ If safe to do so, protect against further damage (i.e. containment, divert away from drains, waterways, etc.).
- ❑ Where the possibility of health hazard exists (refer to material **MSDS**) to workers or public, immediately evacuate the area affected by the release.
- ❑ Keep all spectators and non-essential employees a safe distance away from the area.
- ❑ Make no comments to media personnel. Refer all inquiries to the Project Manager.
- ❑ Make full investigation, and report.

Severe Weather

- ❑ Thunderstorms:
 - In the event of a thunderstorm accompanied by lighting, workers will:
 - Avoid water, high ground, open spaces, all metal objects including electric wires, fences, machinery, motors, power tools, etc.
 - Avoid standing underneath canopies, small picnic or rain shelters, or near trees
 - Find shelter in a substantial building or in a fully enclosed metal vehicle equipped with rubber tires such as a car, truck or a van with the windows completely shut.

□ Earthquake:

- In the event of an earthquake, workers will:
 - If indoors, duck or drop down to the floor. Take cover under a sturdy desk, table, or other furniture. Hold onto it and be prepared to move with it. Hold the position until the ground stops shaking, and it is safe to move. Stay clear of windows, fireplaces, woodstoves, and heavy furniture or appliances that may fall over. Stay inside to avoid being injured by falling glass or building parts. If you are in a crowded area, take cover where you are. Stay calm and encourage others to do the same.
 - If working outside, get into the open, away from buildings and power lines
 - If driving, stop if it is safe, but stay inside your car. Stay away from bridges, overpasses, and tunnels. Move your car as far out of the normal traffic pattern as possible. If possible, avoid stopping under trees, light posts, power lines, or signs.
 - If in a mountainous area, or near unstable slopes or cliffs, be alert for falling rock and other debris that could be loosened by the earthquake.
 - If at the beach, move quickly to higher ground or several hundred yards inland.
- Following an earthquake there is the potential for aftershocks which can be very strong and capable of causing damage to buildings and contents.
 - Use flashlights or battery-powered lanterns to perform a safety check of your area. Do not use lighters, matches, candles, or lanterns until you are sure there are no gas leaks.
 - Use your telephone only in the event of life-threatening emergencies.
 - Look for fire hazards.
 - If there is a gas leak, shut off the main gas valve only if a leak is suspected or identified by the odor of natural gas. Wait for the gas company to turn it back on once the damage is repaired.
 - Shut off power at the control box if there is damaged electrical wiring
 - If there are downed or damaged utility lines, stay away from the lines even if the power appears to be off.
 - Clean up any potentially harmful materials that may have spilled.
 - Keep streets clear for emergency vehicles.

□ Fire:

- A fire may or may not threaten your immediate work area. Often, you can keep working at the jobsite even if there is a fire that you can see.
- Smoke from wildfires is a mixture of gases and fine particles from burning trees and other plants. People who have heart disease may experience chest pain, rapid heartbeat, shortness of breath and fatigue. Smoke may worsen symptoms for people with respiratory conditions.
- When smoke levels are high enough, even healthy people may experience respiratory distress symptoms.
- The highest-level supervisor will determine if the jobsite is to be shut down due to a nearby fire.

□ Tornado:

- In the event of a Tornado warning being issued:
 - Workers will seek shelter immediately inside a building. Try to find an interior room with no windows. Sit down on the floor with your head between your legs.
 - If you're outside when a tornado comes, find a ditch to lie in or lie flat on the ground.
 - Don't get into a drainage ditch or a streambed, flash floods often occur with tornadoes.

APPENDIX A: EMERGENCY RESPONSE TEAM RESPONSIBILITIES

1) TEAM LEADER: Mark Pipczynski

- a) Act as on scene commander and until the arrival of emergency personnel.
- b) Direct actions to ensure the accident scene is safe and there is no danger to emergency personnel.
- c) Direct personnel to “safe” areas.
- d) Liaison with emergency personnel at the scene.
- e) Direct activities to assist emergency personnel as requested.

2) SWITCHBOARD MANAGER: Jim Buckley

- a) When notified of an emergency, record the following:
 - i) Name of person calling in the emergency and the company they work for.
 - ii) Name of victim(s)
 - iii) Type of emergency
 - iv) Location of emergency
 - v) Type of aid requested
- b) If necessary, call 911 and relay all pertinent information.
- c) Notify all members of the Emergency Response Team. **Team members are listed on the matrix found in Appendix C.**
- d) Keep a phone log of all incoming calls dealing with the Emergency

3) ESCORT PERSON: Jim Buckley

- a) Immediately go to the entrance through which the emergency vehicles will be entering and escort the emergency vehicles to the scene of the accident.
- b) Always stay with the emergency personnel or until relieved by the Team Leader.

4) GATE GUARD: Crew on Duty

- a) Upon notification of an emergency, the gate guard will control project access to only those personnel essential to the emergency

5) SPOKESPERSON: Mark Pipczynski

- a) Notify the Owner
- b) Liaison with the Owner to pass all pertinent information.
- c) Address any media issues as needed.

6) SECURER: Jim Buckley

- a) Immediately go to the scene of the accident and secure the area in order to aid the emergency services personnel.
- b) Preserve as much evidence as possible for the following investigation.
- c) Gather and secure all documents concerning the emergency.

7) PHOTOGRAPHER: Jim Buckley

- a) Take as many photographs as possible of the incident scene to ensure documentation of evidence. Use both 35mm and digital cameras.
- b) Coordinate with the Securer, to ensure that all necessary photos have been taken.



APPENDIX B: BOMB THREAT CHECKLIST

INSTRUCTIONS:

- 1) Tell the caller "this building/area is occupied, and detonation could cause injury or death."
- 2) Then listen, do not interrupt the caller except to ask:
 - a) When is the bomb set to explode? _____
 - b) Where is it located? _____
 - c) What does it look like? _____
 - d) What kind of bomb is it? _____
 - e) Why are you doing this? _____
 - f) Who are you? _____
 - g) Where are you calling from? _____

<u>CALL RECEIVED BY</u>	<u>TIME OF CALL</u>	<u>DATE</u>
<u>DESCRIPTION OF CALLER</u>		<u>APPROX. AGE of CALLER</u>
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Adult <input type="checkbox"/> Juvenile		
<u>VOICE CHARACTERISTICS</u>	<u>SPEECH</u>	<u>LANGUAGE</u>
<input type="checkbox"/> Loud <input type="checkbox"/> Soft <input type="checkbox"/> High Pitched <input type="checkbox"/> Deep <input type="checkbox"/> Raspy <input type="checkbox"/> Pleasant <input type="checkbox"/> Intoxicated <input type="checkbox"/> Other	<input type="checkbox"/> Fast <input type="checkbox"/> Slow <input type="checkbox"/> Distinct <input type="checkbox"/> Distorted <input type="checkbox"/> Stutter <input type="checkbox"/> Nasal <input type="checkbox"/> Slurred <input type="checkbox"/> Precise <input type="checkbox"/> Other	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Foul <input type="checkbox"/> Other <input type="checkbox"/> Use of certain words or phrases
<u>ACCENT</u>	<u>MANNER</u>	<u>BACKGROUND NOISES</u>
<input type="checkbox"/> Local <input type="checkbox"/> Not Local <input type="checkbox"/> Foreign <input type="checkbox"/> Regional <input type="checkbox"/> Other	<input type="checkbox"/> Calm <input type="checkbox"/> Angry <input type="checkbox"/> Rational <input type="checkbox"/> Irrational <input type="checkbox"/> Coherent <input type="checkbox"/> Incoherent <input type="checkbox"/> Deliberate <input type="checkbox"/> Emotional <input type="checkbox"/> Righteous <input type="checkbox"/> Laughing	<input type="checkbox"/> Office Machines <input type="checkbox"/> Street Traffic <input type="checkbox"/> Factory Machines <input type="checkbox"/> Airplanes <input type="checkbox"/> Bedlam <input type="checkbox"/> Trains <input type="checkbox"/> Animals <input type="checkbox"/> Voices <input type="checkbox"/> Quiet <input type="checkbox"/> Music <input type="checkbox"/> Mixed <input type="checkbox"/> Party Atmosphere

Action to Take Immediately After the Call:

- 1) Notify the Project Manager, General Superintendent, Project Engineer or Project Safety Manager
- 2) Write the exact language of the caller on the back of this page.

APPENDIX C: EMERGENCY RESPONSE TEAM

RESPONSIBILITY	NAME	MOBILE PHONE
TEAM LEADER	Mark Pipczynski	760-650-6844
SWITCHBOARD MANAGER	Jim Buckley	760-497-0516
SECURER of the SCENE	Jim Buckley	760-497-0516
ESCORT PERSON	Jim Buckley	760-497-0516
GATE GUARD	Crew on Duty	
PHOTOGRAPHER	Jim Buckley	760-497-0516
SPOKESPERSON	Mark Pipczynski	760-650-6844
BACKUP SPOKESPERSON	Omar Rodea	760-670-6980
CONTACT WITH VICTIM'S FAMILIES	Omar Rodea	(760) 670-6980
INVESTIGATION	Brian Rowland	714-501-2267
SPILL RESPONSE	Brian Rowland	714-501-2267
NOTIFICATION of OSHA	Brian Rowland	714-501-2267
NOTIFICATION of EPA	Brian Rowland	714-501-2267

Directions from **Project Site** to Scripps Mercy Center **Hospital**

Address: 435 H St., Chula Vista, CA, 91910

Phone: (858) 260-7825Ake

Hours: 24 hours / 7 days

Hospital— DIRECTIONS

From Project Location: 3550 Harbor Dr., San Diego, CA 92101

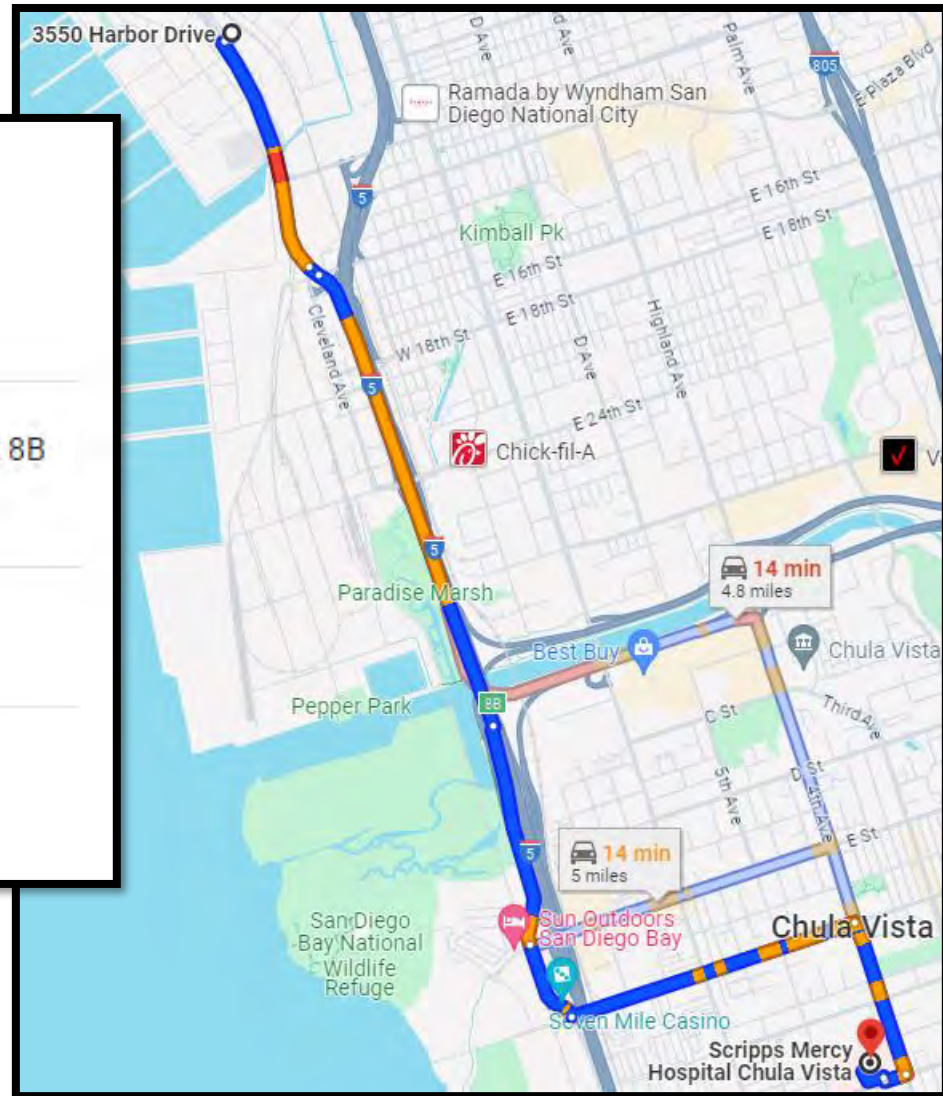


Scripps Mercy Hospital

3550 Harbor Dr
San Diego, CA 92101

- ↑ Head southwest toward E Harbor Dr
19 sec (174 ft)
- > Continue on E Harbor Dr. Drive from I-5 S, Exit 8B and F St to Chula Vista
11 min (4.8 mi)
- > Drive to your destination
48 sec (0.1 mi)

Scripps Mercy Hospital Chula Vista
435 H St, Chula Vista, CA 91910



Directions from Project Site to Akeso Occupational Health Urgent Care:

Address: 444 W 8th St. 101 102, National City, CA 91950

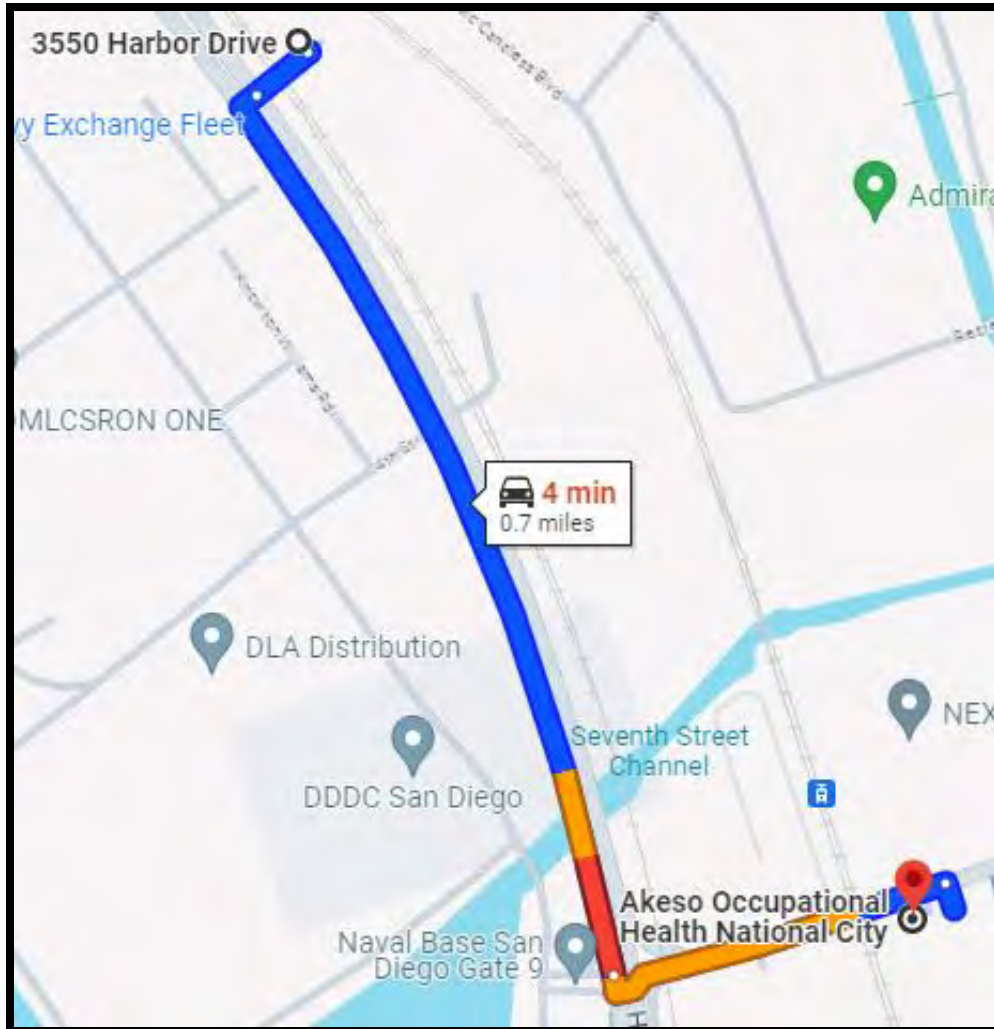
Phone: (619) 474-8666

Hours: **Monday – Friday 6:30am-6:00pm;**

From Project Location: 3550 Harbor Dr, San Diego, CA 92101



Urgent Care -DIRECTIONS



3550 Harbor Dr
San Diego, CA 92101

- ↑ Head southwest toward E Harbor Dr
174 ft
- ↶ Turn left at the 1st cross street onto E Harbor Dr
0.5 mi
- ↶ Use the left 2 lanes to turn left onto W 8th St
0.2 mi
- ↷ Turn right
Destination will be on the right
69 ft

Akeso Occupational Health National City
444 W 8th St 101 102, National City, CA 91950

PUMP STATION 1 IMPROVEMENTS AND MODERNIZATION

ATTACHMENT C
WORKFORCE REPORT





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: Filanc

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 740 N. Andreasen Drive

City: Escondido County: San Diego State: CA Zip: 92029

Telephone Number: (760) 941-7130 Fax Number: (760) 941-3969

Name of Company CEO: Omar Rodea

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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: _____

Telephone Number: _____ Fax Number: _____ Email: _____

- 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 Filanc (Firm Name)

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

herein is true and correct. This document was executed on this 8th day of July, 2024


 (Authorized Signature)

OMAR RODEA
 (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Filanc DATE: 07/08/2024

OFFICE(S) or BRANCH(ES): Corporate Office Escondido COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1		3	1	2	2					16	3	2	
Professional														
A&E, Science, Computer		1	4	3	1						6			
Technical			4		1	1					2		1	
Sales														
Administrative Support	1		2	6							2	6	1	
Services														
Crafts			2								3			
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	2	1	15	10	4	3					29	9	4	
--------------------	---	---	----	----	---	---	--	--	--	--	----	---	---	--

Grand Total All Employees

77

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: Fillanc DATE: 07/09/2024

OFFICE(S) or BRANCH(ES): Corporate Office Escondido 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			12								4		1	
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers			1								1			
Construction Laborers			38	2							7			
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers			12								13		1	
Glaziers														
Helpers; Construction Trade														
Millwrights			1								1			
Misc. Const. Equipment Operators			4								6			
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			68	2							32		2	
--------------------	--	--	----	---	--	--	--	--	--	--	----	--	---	--

Grand Total All Employees 104

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

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