

City of San Diego

CONTRACTOR'S NAME: KTA Construction, Inc.

ADDRESS: 821 Tavern Road, Alpine, California 91901

TELEPHONE NO.: 619-562-9464 **FAX NO.:** _____

CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreic@sandiego.gov

Phone No. (619) 533-3104

J. Lopez / E. Dunn / N. Alkuree

PROPOSAL DOCUMENTS

1-Step RFP



FOR

COLLEGE EAST IMPROV 1

RFP NO.: _____ **K-24-2144-DB1-3-B**

SAP NO. (WBS/IO/CC): _____ **B-21028, B-21029**

CLIENT DEPARTMENT: _____ **2000**

COUNCIL DISTRICT: _____ **9**

PROJECT TYPE: _____ **JA, KB**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASED FUNDING

PROPOSALS DUE:

**2:00 PM
JULY 30, 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

06/12/2024

Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
REQUEST FOR PROPOSAL	
1. INTRODUCTION AND PROJECT OVERVIEW.....	5
2. SUMMARY OF WORK	5
3. COMPETITION.....	6
4. PROPOSAL DUE DATE AND TIME.....	6
5. ESTIMATED PROJECT COST	6
6. LICENSE REQUIREMENT	6
7. CONTRACT PERIOD.....	6
8. PREVAILING WAGE RATES	6
9. PHASED FUNDING	6
10. PRE-PROPOSAL MEETING	6
11. SUBCONTRACTING PARTICIPATION PERCENTAGES.....	7
12. SELECTION AND AWARD SCHEDULE	8
INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS	
1. Prequalification of Contractors and California State License	9
2. Electronic Format Receipt and Opening of Proposals	10
3. Electronic Submissions Carry Full Force and Effect	11
4. Proposals are Public Records.....	12
5. Equal Opportunity Contracting Program.....	12
6. Pre-Proposal Activities.....	14
7. Examination of Plans, Specifications, and Site of Work.....	14
8. Changes to The Scope of Work	14
9. Design Submittals	15
10. Bonds and Insurance	15
11. Submittal Requirements	15
12. Selection Criteria and Scoring	17
13. Subcontractor Information.....	17
14. Award	18
15. Additional Policies, Procedures, Terms and Conditions	19
CERTIFICATIONS AND FORMS.....	21

REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

11.1. SOLICITATION

- 1.1.1 This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **COLLEGE EAST IMPROV 1** Design-Build project.
- 1.1.2 This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.
- 1.1.3 Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.
- 1.1.4 This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 1.1.5 Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- 1.1.6 The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.1.7 Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

- 2. **SUMMARY OF WORK:** This is the City's solicitation process to acquire Design-Build services for a Design-Build project to replace approximately 6,717 linear feet (1.27 miles) of 4-, 6-, and 8-inch diameter Asphalt Concrete water mains with appropriately sized Polyvinyl Chloride (PVC) water mains via open trench or trenchless methods, including associated water services, fire hydrants, valves, water meters, and other appurtenances.

Rehabilitation of approximately 13,747 linear feet (2.60 miles) via trenchless construction methods, rehabilitate all sewer laterals, and manholes within the sewer main rehabilitation alignment.

Replacement of approximately 32 existing curb ramps with new Americans with Disabilities Act (ADA) compliant curb ramps; and street resurfacing and/or slurry seal, cross gutters, pedestrian push buttons, and striping. For additional information refer to Attachment A.

3. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
4. **PROPOSAL DUE DATE AND TIME ARE: July 30, 2024 at 2:00 PM.**
5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$12,000,000.00**.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A or (C-34 and C-42)**
7. **CONTRACT PERIOD:** The Project shall be completed within **520 Working Days** from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **PHASED FUNDING:** This contract may be subject to Phased Funding, for Conditions, see Attachment B.
10. **PRE-PROPOSAL MEETING:**

10.1. ONLINE PRE-PROPOSAL MEETING:

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

The Pre-Proposal Meeting will be held on **Wednesday, June 26, 2024**, at **10:00 AM (PDT)** at:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 288 095 535 101

Passcode: YEhMkp

Dial in by phone

[+1 945-468-5511,,735289591#](#) United States, Dallas

[Find a local number](#)

Phone conference ID: 735 289 591#

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.

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	8.4 %
2.	ELBE participation	13.9%
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. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document;
OR

11.3.2. Proposer's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Proposal due date if the overall mandatory participation percentage is not met.

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

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. Encouraged Pre-Proposal Meeting **June 26, 2024**

12.3. Proposal Due Date **July 30, 2024**

12.4. Selection and Notification **TBD**

12.5. 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.
- 2.6.1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
- 2.6.2. The Price proposal, which should detail the cost structure and include any forms as required herein.

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

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

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

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

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

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

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

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

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

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

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

5. EQUAL OPPORTUNITY CONTRACTING

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

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

5.3. Design-Builder's Work Force

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

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

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

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

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

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

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

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

5.5. Contractor Registration and Electronic Reporting System

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

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

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

<http://stage.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/camutcd-files	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.

AFFIDAVIT OF DISPOSAL

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

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

College East Improv 1

(Project Title)

as particularly described in said contract and identified as RFP No.: **K-24-2144-DB1-3-B** ; SAP No. (WBS) **B-21028, B-21029**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, AND BRIDGING DOCUMENTS

PROJECT DESCRIPTION, SCOPE OF WORK, AND BRIDGING DOCUMENTS

1. PROJECT DESCRIPTION:

- 1.1** This project includes water and sewer facilities identified by the Public Utilities Department as requiring replacement due to age and condition. These improvements will reduce future water and sewer main breaks and reduce maintenance requirements. The project will also bring existing water and sewer mains up to current City Standards. The scope of work for this project includes:
- a) Replacement of approximately 6,717 linear feet (1.27 miles) of 4-inch, 6-inch, and 8-inch diameter AC water mains with appropriately sized Polyvinyl Chloride (PVC) water mains via open trench or trenchless methods, including associated water services, fire hydrants, valves, water meters, and other appurtenances.
 - b) Rehabilitation of approximately 13,747 linear feet (2.60 miles) via trenchless construction methods; rehabilitate all sewer laterals, and manholes within the sewer main rehabilitation alignment.
 - c) Replacement of approximately 32 existing curb ramps with new Americans with Disabilities Act (ADA) compliant curb ramps; and street resurfacing and/or slurry seal, cross gutters, pedestrian push buttons, and striping. For additional information refer to Attachment A.
 - d) The portions of the project located at the 68th Street cul-de sac, north of Saranac Street, and at the Bocaw Place cul-de sac, north of Julie Street, are in close proximity to the City's Multi-Habitat Planning Area (MHPA) and shall comply with the MHPA Land Use Adjacency Guidelines as specified in section 1.4.3 of the Multiple Species Conservations Program's Subarea Plan. Work at these locations shall occur outside the avian breeding season (February 1st – September 15th).
 - e) This work includes furnishing all design, labor, materials, equipment, services, and other incidental design, works and appurtenances for the construction of the Project as described in the bridging documents.

2. SCOPE OF WORK:

- 2.1** The Work and Services required of the Design-Builder include those during design and construction of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project.
- 2.2** The Design-Builder shall be responsible for performing and completing, and for causing all Sub-consultants/Subcontractors to perform and complete the design and construction of the Project as set forth in the Contract Documents.
- 2.3** The Design-Builder shall provide all Work and Services required by the Contract Documents, including those described as "if required," "if directed," "potential," "optional," "may," or similar adjectives and phrases. This work falls under the appropriate proposal items.

- 2.4** The Design-Builder covenants that the Services shall meet the performance expectations of the City as described in this Scope. The Design-Builder shall be responsible for achieving Completion of the Project as set forth in the Project Schedule, as the same may be extended from time to time pursuant to the provisions of the Contract.
- 2.5** The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, the local conditions under which the Work is to be performed, and as to the requirements of the Proposal Documents, Plans, and Specifications.
- 2.6** As the Engineer of Work, the Design-Builder shall refer to the City's preliminary design information for the purpose of preparing a set of Plans and Specifications for the construction.
- 2.7** The Scope of Work and Services [Scope] shall also include but is not limited to the following:
- 2.7.1** Conducting investigations and as-built research needed for the completion of design work;
 - 2.7.2** Preparing and completing 60%, 100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction;
 - 2.7.3** Obtaining plan check approvals; and providing engineering services during construction, startup, and testing and approval from Department of Public Health for water and sewer separation;
 - 2.7.4** Construction of water mains, services, and appurtenances including all work associated;
 - 2.7.5** Construction of rehabilitation of sewer mains, laterals and appurtenances including all work associated; The Design-Builder is responsible to rehabilitate all sewer laterals, and manholes within the sewer main rehabilitation alignment. The sewer rehabilitation exhibits provided are based on the available information at the time of bid. The Design-Builder shall assume each property has a corresponding lateral to be rehabilitated if the sewer main fronting the property is scheduled for rehabilitation.
 - 2.7.6** Monitoring for potential of any hazardous materials and coordination with local resource agencies;
 - 2.7.7** Value engineering;
 - 2.7.8** Additional geotechnical investigation and potholing;
 - 2.7.9** Performance and implementation of QA/QC;

- 2.7.10** Landscaping and re-vegetation plan, if required;
 - 2.7.11** Traffic control, striping, street restoration per the latest Street Preservation Ordinance, storm water permitting and compliance;
 - 2.7.12** Concrete roads shall be restored beyond the edge of the trench cut to the nearest expansion, cold joint, or construction joint.
 - 2.7.13** Surface restoration for each phase of the project shall occur at the completion of construction for that phase and not at the end of construction of all phases;
 - 2.7.14** Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and
 - 2.7.15** Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.
- 2.8** The Design-Builder shall use CADD in compliance with the City's "Consultant Standards for Preparation of PS&E."
 - 2.9** The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task oriented computerized schedule for completing the Work over the life of the Project in accordance with Section 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."
 - 2.10.** As required by California Government Code section 830.6, prior to construction, the design (including changes) for the Project and/or any portion thereof shall be approved by the Engineer.
 - 2.11.** Caltrans Permit acquisition (if required).
 - 2.13.** Permit to work on private property acquisition.
 - 2.14.** Lateral replumb agreements acquisition (if required)
 - 2.15.** Replumb investigations (if required)
 - 2.16** Surveying services, Construction staking and surveying

3. CITY SERVICES:

- 3.1.** The City will provide only the services listed in this section. All other services necessary for complete design and construction of the Project shall be provided by Design-Builder.
 - i. Project Management and Administration. The City will respond to Design-Builder's written questions regarding Project definition and scope within 15 Working Days of receipt.

- ii. Submittal Review and Approval. The City will review each submittal within 20 Working Days of receipt.
- iii. Construction inspection, administration, and material testing
- iv. Plan checking fees.
- v. One-time orientation on the use of the Engineering and Capital Projects Department's GIS and other databases that the City makes available to the Design- Builder.
- vi. Easement Acquisition & Vacation, including right-of-way drawings.
- vii. Permit fees
- viii. Survey Monument Preservation and Perpetuation

4. CITY PROVIDED INFORMATION:

4.1. The City will provide the following information to Design- Builder. The City does not guarantee the accuracy of this information. The Design-Builder shall conduct further research as necessary to verify the information.

4.1.1. Access to existing topographic maps, San Diego Geographical Information Source (SanGIS) Maps, and electronic files in the possession of the Transportation and Utilities Engineering Division. The Design-Builder's expenses for copying will be reimbursed by City unless the copying was performed using City equipment and supplies.

4.1.2. One time access to the CIP Tracking/SPLASH Database to identify existing and proposed Projects in surrounding areas and limited access, as determined by City, to City's on-line records on, maintenance sites, and recent sewer spills. The Design-Builder shall make arrangements with the Engineer or designee at least 1 week in advance to reserve the computer work station.

4.1.3. City's QA/QC checklists.

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

4.1.5. Traffic Control development process.

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

5.1. The Design-Builder shall allocate 30 Working Days for City to review and comment on each submittal and 2 weeks for the Design-Builder to respond and for final Working Days resolution of comments. To log and communicate the review comments, actions, and resolutions efficiently, the City intends to utilize a MS Excel spreadsheet to manage the design submittal comments for 60%, 100%, and Final Designs. The Design-Builder shall review and respond to City's comments in the format provided by City.

6. COMMUNITY INPUT:

6.1. The Design-Builder shall identify major community issues (e.g. access to the public facilities and businesses located within or near the Project area) and shall obtain and address community input. The Design-Builder shall attend at least 2 community presentation meetings of 2-4 hours each (usually scheduled prior to start of construction) and during construction as required by the City. The Design-Builder shall also prepare and receive City approval of hand-outs and displays for the community presentations. The Design-Builder shall prepare and implement a community relations plan as discussed later in Community Relations and Public Outreach Program section of this Scope. The Design-Builder shall also receive the Engineer's approval for night and after-hours work.

7. PHOTO LOG AND VIDEOTAPE:

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

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

7.1.2. two copies of the Project CD in a form acceptable to City.

7.2. The Design-Builder shall request City's prior written approval for the use of digital photography and submit the relevant specifications for digital submittal with the request.

8. COORDINATION:

8.1. The Design-Builder shall coordinate design and construction requirements with governmental entities and agencies, private utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.

9. EXISTING INFORMATION:

9.1. The City and the Design-Builder recognize that previous studies, designs and reports such as information provided in the Bridging Documents have developed a preliminary definition of the Project. However, these previous efforts have not resulted in a comprehensive and final Project definition. The Design-Builder shall verify all information provided to it by the City pertaining to the Bridging Documents, conceptual plans, Project Site's description, rights-of-way, easements, surveys, existing utilities, soils, hazardous wastes and geotechnical reports, etc., and shall verify the data and recommendations prior to including them into the Project design. The Design Builder shall perform the engineering tasks necessary to further refine and optimize the Project, utilizing as much previous work as possible, ultimately leading to authorization-to-proceed for Construction with Final Design. The Design-Builder is responsible to rehabilitate all sewer laterals, and manholes within the sewer main rehabilitation alignment. The sewer rehabilitation exhibits provided are based on the available information at the time of bid. The Design-Builder shall assume each property has a corresponding lateral to be rehabilitated if the sewer main fronting the property is scheduled for rehabilitation.

10. REQUESTS FOR CLARIFICATIONS OR INFORMATION:

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

11. SUBSTITUTIONS:

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

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

11.2.1. The Design-Builder has investigated the proposed substitution and has determined that it is equal to or superior in all respects to the specified manufacturer, product, or construction method.

11.2.2. The Design-Builder will provide the same or better guarantees or warranties for the proposed substitution as for the specified manufacturer, product, or construction method.

11.2.3. The Design-Builder waives all claims for additional costs or extensions of time related to the proposed substitution that subsequently may become apparent.

11.3. The City will not accept a proposed substitution if any one of the following applies:

11.3.1. Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.

11.3.2. Acceptance will delay completion of the Design-Builder's Work or Services or the work or services of other City contractors.

11.3.3. The Design-Builder does not specifically identify a substitution that appears on a Shop Drawing and/or does not submit a formal substitution request.

11.4. The City will determine in its sole discretion whether the proposed substitute is equal to the specified manufacturer, product, or construction method. If the City determines

that a proposed substitute is not equal to that specified, the Design-Builder shall provide the specified manufacturer, product, or construction method at no additional cost to the City or delay to the Project.

- 11.5. The City will consider only one substitution request for each product.
- 11.6. The Design-Builder shall submit a separate approved Shop Drawing for any proposed substitution that is accepted by the City. The City's acceptance of a substitution does not relieve the Design-Builder from the requirements for submission of Shop Drawings.

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

- 12.1. *General* - The design criteria presented herein shall apply to the design and new construction and replacement of sewer and water mains, sewer rehabilitation, site preparation, and restoration as outlined in the Bridging Documents. The Project shall be designed and constructed to provide a minimum service life of 50 years. Construction of the Project shall cause minimum interruptions in existing sewer & water services. Changes to the Pre-design Report recommendations e.g., pre-design alignments, paving, and storm drain protection; and construction methods shall be made only if approved by the City.
- 12.2. *Design Responsibilities* - The Design-Builder shall provide all Services for the Project. The Services shall include preparing the 30%, 60%, 100% and Final Design plans for the Project [Final Design], including all necessary design and/or Construction Documents. The Services shall also include those required during construction, and Project Completion. The Services shall be performed in accordance with all Applicable Laws and City policies.
 - 12.2.1. The Design-Builder shall provide complete design for all elements of the Project (as applicable) such as: civil, geotechnical, environmental and specialty consulting areas. Design-Builder shall evaluate alternative construction approaches to ensure economical designs which optimize constructability yet meet all requirements of this Contract, including all applicable laws and applicable architectural concepts, and conceptual designs.
 - 12.2.2. The Design-Builder shall incorporate the requirements of permitting agencies as may become apparent in the course of Project design. The Design-Builder shall apply for and secure all permits and provide all necessary reports, studies, and support required to obtain the permits. Permit and utility fees, if any, will be paid by the City. In addition, the Design-Builder shall research and comply with all Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA and the City Fire Department. The Design-Builder shall develop a Water Pollution Control Plan (WPCP) and a hazardous materials management plan, if required. If required, the Design-Builder shall incorporate appropriate facilities into the design.

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

13. SURVEYING:

13.1. The Design-Builder understands and agrees that any survey information provided by the City is preliminary in nature and may not have sufficient accuracy or scope to support Final Design. Should the Design-Builder require additional survey to complete Final Design, the Design-Builder shall perform all additional survey needed to complete the design.

13.2. Construction survey will be performed by the Design-Builder.

14. AS-BUILT INFORMATION:

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

15. ENVIRONMENTAL AND PERMIT SUPPORT:

15.1. This Scope is based on the Notice of Exemption for College East Improv 1, which is included in the Bridging Documents. The Design-Builder shall identify all permits required for the Project as well as all requirements for those permits. All permits shall be acquired by the Design-Builder and the costs thereof paid by City. At the 60%, 100% and Final Design completion levels, the Design-Builder shall submit to City a written list of permits required for the Project. The Design-Builder shall identify all permitting agencies and authorities having jurisdiction. The Design-Builder shall prepare permit applications and submit the applications to the Engineer for review. The Design-Builder shall provide technical services as required by the permitting agencies during permit acquisition. The Design-Builder shall incorporate mitigation provisions and DSD review requirements, including the certified CEQA document into the Construction Documents. The Design-Builder shall identify and estimate quantities of BMP's to comply with SWPPP requirements.

15.2. The portions of the project located at the 68th Street cul-de sac, north of Saranac Street, and at the Bocaw Place cul-de sac, north of Julie Street, are in close proximity to the City's Multi-Habitat Planning Area (MHPA) and shall comply with the MHPA Land Use Adjacency Guidelines as specified in section 1.4.3 of the Multiple Species Conservations Program's Subarea Plan. Work at these locations shall occur outside the avian breeding season (February 1st – September 15th).

15.3. There are 22 Leaking Underground Storage Tanks (LUST) sites and 1 Envirostor sites documented within 1,000 feet of the Project.

16. OWNER/GOVERNMENTAL APPROVALS:

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

17. GEOTECHNICAL INVESTIGATION:

17.1. The Design-Builder shall review any available geotechnical reports and provide the necessary geotechnical investigations and testing required to design and to construct the Project in accordance with the Contract requirements. The Design-Builder should consult with Environmental & Permitting Support (EPS) before any ground-disturbing activities related to geotechnical investigations and should also consult with EPS in case the borings impact archaeological locations.

17.2. Procure a report summarizing the results of the geotechnical investigation and presenting recommendations for a preferred method (Open-Trench or Trenchless) alignment and profile for the pipe and for the trenchless crossing - if any. The report will address the geotechnical factors affecting the proposed alignment construction and will include but not limited to: recommendations for design, soil-bearing pressure, depth to groundwater and dewatering, if any, seepage, quantity and quality, Presence of contaminations, trench backfill and other design/construction considerations. This service to be provided through design and construction phases. The Design-Builder shall coordinate and obtain all permit required from the City and various agencies to perform the necessary Geotechnical Investigation. Design-Builder should use the DSD geotechnical guidelines as their guide. Refer to Design Guidelines section 42.12.

18. Corrosion Survey Report

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

19. POTHOLING:

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

- 19.2.** The Design-Builder shall provide all services related to the excavation and backfilling of potholes. Pothole excavations shall be in compliance with CAL-OSHA and City safety requirements, and any excavations left open shall be covered with steel plates.
- 19.3.** The Design-Builder shall restore and clean-up all work sites.
- 19.4.** All utility excavations shall be tied to the horizontal and vertical control information provided by the Design-Builder's survey for this Project. The Design-Builder shall provide the City with a summary which shall include:
 - 19.4.1.** Utility.
 - 19.4.2.** Conduit quantity, type, and size.
 - 19.4.3.** Depth to top of conduit.
 - 19.4.4.** Horizontal coordinates (NAD 83).
 - 19.4.5.** Surface elevation (M.S.L).
 - 19.4.6.** Top elevation of conduit.
- 19.5.** At the completion of examining each pothole, the Design-Builder shall:
 - 19.5.1.** Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.
 - 19.5.2.** Backfill and cover the pipe with native soil.
 - 19.5.3.** For those pothole excavations located in the roadway, trench resurfacing shall comply with SDG-123 and SDG 107, as needed.
- 19.6.** The Design-Builder shall provide construction staging, noise and dust control, and traffic control as required during excavation for potholing to minimize impacts on local neighborhoods.
- 19.7.** The Design-Builder shall restore to their in-kind condition, as determined by City, all streets, curbs, gutters, sidewalks, private properties and other improvements damaged as a result of the Design-Builder's activities.
- 19.8.** The Design-Builder shall submit potholing information to the Engineer for review.
- 19.9.** The Design-Builder shall not perform any additional potholing unless authorized in writing by the City.

20. RESURFACING TREATMENT

- 20.1.** The Design-Builder shall provide applicable resurfacing treatments for all areas of trenching, in accordance with the August 8, 2023 Street Preservation Ordinance (O-21701) and the City Engineer's Clarifying Requirements for Asphalt Concrete and Concrete Street Excavation Requirements in Public Right-of-Way dated November 30,

2023. For Asphalt Concrete Streets, the Design-Builder shall include the cost to resurface the influence area as part of the Contract Price. Concrete Streets and Alleys shall be restored beyond the edge of trench cut to the nearest expansion cold joint and shall be included in the Contract Price.

21. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS:

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

22. LOCAL CONDITIONS:

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

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

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

22.1.3. Weather conditions;

22.1.4. Physical conditions at the Project Site;

22.1.5. The surface conditions of the ground; and

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

23. ACCESS TO THE WORK:

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

24. SUPERVISION:

24.1. The Design-Builder shall supervise and direct the Work in accordance with accepted standards of professional skill and attention. The Design-Builder shall be solely responsible for and have control over design and construction means, methods,

techniques, sequences, and procedures. The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections, acceptances, or approvals required or performed by persons other than The Design-Builder. The Design-Builder shall employ a competent superintendent and a necessary assistant who shall be present at the Project Site at all times that Work is being performed. The superintendent shall represent the Design-Builder, and communications given to the superintendent shall be as binding as if given to the Design-Builder.

25. AUTHORIZATION TO PROCEED:

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

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

25.1.2. Confirm the next level of design development; and

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

25.1.4. Obtain written authorization to proceed with construction.

26. DESIGN CALCULATIONS:

26.1. 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.

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

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

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

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

28. SHOP DRAWINGS, MATERIAL SUBMITTALS AND SAMPLES.

- 28.1.** The Design-Builder, as the Engineer of Record, shall review and approve Shop Drawings, Material Submittals and Samples prior to procurement.
- 28.2.** The Design-Builder shall determine and verify all of the following prior to procurement:
- 28.2.1.** Field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
- 28.2.2.** Products with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.
- 28.2.3.** 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.
- 28.3.** 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.
- 28.4.** The Design-Builder shall carefully review Shop Drawings, Material Submittals and Samples and shall date, sign, and certify each submittal as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated, signed, and certified. The Engineer will require 3 copies of approved submittals prior to procurement for QA/QC purposes and will not accept any submittals which have not been certified by the Design-Builder to be in compliance with the Contract requirements, and will return any non-certified submittals to the Design-Builder. Any delays caused by the Design-Builder's failure to so certify shall be the total responsibility of the Design-Builder.
- 28.5.** With each submittal, the Design-Builder shall give the Engineer separate specific written notice of any variations between the Shop Drawing, Material Submittals or Sample submitted and the requirements of the Contract Documents. Additionally, the Design-Builder shall include a specific notation for City's acceptance of each such variation on each Shop Drawing, Material Submittals and Sample submitted.
- 28.6.** 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.
- 28.6.1.** City's acceptance shall not extend to means, methods, techniques, sequences, or procedures of construction, except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents.

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

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

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

28.9.5. The Engineer will return at least one copy of each submittal with City's written comments to the Design-Builder within 40 Working Days following receipt of the submittal by the Engineer. If the Design-Builder fails to provide a complete and acceptable first re-submittal, as determined by the Engineer, City may deduct from the Contract Price the costs of City review beyond the first re-submittal.

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

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

28.9.8. Submittal Format for Shop Drawings:

1. For Shop Drawings presented on sheets larger than 11 by 17 inches, the Design-Builder shall include on each drawing the drawing title, number, date, and revision numbers and dates.
2. For Shop Drawings presented on sheets 11 by 17 inches or less, the Design-Builder shall conform to the format and quantity requirements for product data, and present the Shop Drawings as a part of the bound volume for the submittals required by this Section.

3. Except for diagrams and schematic drawings, Design- Builder shall prepare dimensioned drawings to scale. The Design-Builder shall identify materials and products for work shown.
4. The Design-Builder's Shop Drawings shall be not less than 8½ by 11 inches nor more than 30 by 42 inches.
5. The Design-Builder shall submit detailed drawings and descriptions of proposed deviations from details or component arrangement indicated on the Shop Drawings.
6. The Design-Builder shall provide finished drawings for City review indicating proposed installation of Work, and materials and equipment being furnished.
7. City will not accept Shop Drawings that are either:
 - i) Copies of plans; or
 - ii) Materials or equipment identified solely by catalog numbers.
8. To enable City's acceptance, the Design-Builder shall ensure that the data shown on Shop Drawings is complete with respect to dimensions, design criteria, material of construction, and other detail. Incomplete submittals will be rejected.

28.9.9. Submittal Format for Product Data:

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

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

29. DESIGN DEVELOPMENT:

- 29.1.** The Design-Builder shall design the Project in compliance with all applicable laws, City and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the Contract Documents, the Municipal Sewer Approved Materials List, the Approved Materials List for Water, City noise and air pollution emissions regulations, applicable hazardous material handling and disposal regulations, the City's policies, and all other Reference Specifications approved by City at the time of Award.
- 29.2.** The Design-Builder shall prepare and submit design packages for review and acceptance by City in accordance with City's guidelines and the Project Schedule. The Design-Builder's use of City's guidelines shall not reduce, change, mitigate, or absolve the Design-Builder's responsibility for the Project design in any way. The Design-Builder's acts of stamping and signing the drawings, specifications, calculations, or other final design documents shall mean that the Design-Builder understands, accepts, and approves all measures contained in or implied by City's guidelines.
- 29.3.** The Design-Builder shall use the Bridging Documents as the starting point for Project design. The Final Design shall be based on the concepts in these documents. The Design-Builder shall review the Bridging Documents and verify the data and recommendations (i.e., proposed alignments and conceptual plans) prior to including them in the Project design. The Design-Builder shall perform the engineering tasks necessary to refine and optimize the Project, including but not limited to reevaluation and necessary modification of questionable/pending proposed alignments contained in the Bridging Documents.
- 29.4.** The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 31.7 the Final Design documents shall also include but not be limited to:
- 29.4.1.** One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design-Builder.
 - 29.4.2.** One electronic file of all final drawings in Bentley Connect ORD 10.12 Version, with the ability to convert to AutoCAD at no additional cost.
 - 29.4.3.** One PDF of final specifications, stamped and signed by a qualified responsible engineer registered in the state of California.
 - 29.4.4.** Two complete electronic file sets of the final specifications in MS Word processing software format.

- 29.4.5.** One complete set of engineering calculations and quantity take-offs, including hydraulic, calculations, each wet stamped and signed by qualified responsible engineers registered in the state of California. All elements of the Final Design presented shall be supported by calculations. All computer programs used in development of Project calculations shall be Windows compatible. Catalog cuts and manufacturer's data shall be provided for each approved material listed in the specifications or identified on the drawings, and shall be included with the final Project calculations.
- 29.4.6.** A written list of required Shop Drawings (construction submittals) and Samples and an electronic file of the list in the latest version of MS Word processing software.
- 29.4.7.** Other reports and documents as may be required by City.
- 29.5.** Procedures and time allowances for City's review of the design submittal, response by the Design-Builder to City's comments, and obtaining City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.
- 29.6.** In coordination with Traffic Section of the Construction Engineering Support Division, Caltrans, and MTS, the Design-Builder shall develop a traffic control plan and local access management plan that minimizes environmental and traffic impacts, including noise impacts, to residences, businesses, and institutions. The final traffic control plan must be approved by City's Traffic Section of the Construction Engineering Support Division. The Design-Builder shall maintain an appropriate level of access and site security at all Project facilities to avoid significant impacts to the public.
 - 29.6.1.** The Design-Builder shall prepare a preliminary traffic control approach for City's review and approval prior to preparation of traffic control plans.
 - 29.6.2.** The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.
 - 29.6.3.** The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.
 - 29.6.4.** The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.
 - 29.6.5.** The Design-Builder shall obtain approval for traffic control plans.
- 29.7.** The Design-Builder shall provide designs for the relocation of public or private utilities which must be constructed or relocated as a result of the Project.

29.8. The Design-Builder's design shall comply with the ADA and Title 24. Two curb ramps per curb return shall be evaluated at all intersections.

29.8.1. For curb returns with existing single curb ramps, if the designer finds it technically infeasible to install a curb ramp for each pedestrian crossing, obtain approval from the Engineer in advance to install a single blended transition, or a single modified curb ramp design with an extra wide opening per current City standards. If the designer finds it technically infeasible to install a single blended transition, or a single modified curb ramp design with an extra wide opening per current City standards any existing single curb ramps with 36" deep detectable warning tiles (DWT) at the apex may be maintained provided it is not damaged and complies with the most current adopted City Standards.

29.8.2. For curb returns with no existing curb ramps, if the designer finds it technically infeasible to install a curb ramp for each pedestrian crossing, install a single blended transition, or a single modified curb ramp design with an extra wide opening per current City standards. If the designer finds it technically infeasible to install a single blended transition or single modified curb ramp design with an extra wide opening, a single curb ramp per current City Standards may be installed at the apex of the curb return.

29.8.3. Where it is technically infeasible to meet any requirements from the City Standards, a Deviation From Standards Form shall be prepared.

29.9. The Design-Builder shall prepare and incorporate into the specifications, a Water Pollution Control Plan (WPCP) to be implemented during construction. The WPCP shall comply with the current requirements of the City of San Diego Storm Water Manual.

29.10. The Design-Builder shall prepare a construction quantity takeoff at 60%, 100% and Final submittals.

29.11. The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check, Department of Public Health, and from the permitting agencies.

30. Storm Water Management Discharge Control.

30.1. The Design-Builder shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design-Builder warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm

Water Standards Manual. Design-Builder understands that while the City will be reviewing Design-Builder's designs for storm water permit compliance prior to acceptance of Design-Builder's designs, Design-Builder understands and agrees that the City's Storm water review process and its acceptance of Design-Builder's designs in no way limits the Design-Builder's obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

- 30.2.** The Design-Builder shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design-Builder shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design-Builder shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.
- 30.3.** Design-Builder shall attend the Pre-construction meeting. The Engineer will coordinate with the Design-Builder on the inspection of the permanent BMP(s) during installation, if applicable. Design-Builder shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Engineer, the Design-Builder shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.
- 30.4.** 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.

31. DESIGN SUBMITTALS:

- 31.1.** General: The Design-Builder shall ensure that all design submittals conform to the requirements described in this Section. City will reject any submittal that fails to meet the requirements described in this Scope and elsewhere in the Contract. City shall not grant a schedule adjustment for the Design-Builder's failure to meet these requirements. In each submittal the Design-Builder shall identify any variances from the Contract Documents. City may reject any design submittal for the Design-Builder's failure to identify variances, regardless of the timing of the discovery of the failure. The Design-Builder shall respond in writing to all City comments on each design submittal within 10 Working Days of the date of transmittal of the comments. The Design-Builder shall submit a completed QA/QC checklist at each design submittal.
- 31.2.** 30 percent design Submittal (FOR REFERENCE ONLY) - The 30 percent design submittal requirements shall be combined with the 60% submittal :
 - 31.2.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.

31.2.2. Incorporation of the information contained in the Bridging Documents.

31.2.3. Reviewed preliminary calculations and hydraulic calculations.

31.2.4. Drawings that shall include at a minimum:

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

31.2.5. Location of existing facilities, utilities, and all other existing conditions both horizontally and vertically.

31.2.6. Horizontal pipeline alignment.

31.2.7. Compliance with the City's 30% QA/QC checklist.

31.3. 60 percent design Submittal - The 60 percent design submittal shall include but not be limited to:

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

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

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

- 31.3.4.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
 - 31.3.5.** Compliance with the City's 60% QA/QC checklist.
 - 31.4.** Drawings that shall include at a minimum:
 - 31.4.1.** Updated plan and profile sheets for the sewer and water improvements, and construction details and notes.
 - 31.4.2.** Identification of both special and standard details.
 - 31.4.3.** A complete list of construction drawings on cover sheet.
 - 31.4.4.** Definition of the construction method to be used for pipe installation.
 - 31.4.5.** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
 - 31.4.6.** Other drawings such as pavement restoration plan, curb ramps, abandonment plans and traffic control plans as applicable.
 - 31.4.7.** Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.
 - 31.4.8.** List of special conditions, if any.
 - 31.4.9.** Compliance with the City's QA/QC checklist.
 - 31.4.10.** Quantity take-off per plan sheet.
 - 31.4.11.** A complete draft of specifications in The GREENBOOK format including:
 1. Table of contents.
 2. The Design-Build Special Provisions.
- 31.5.** 100 percent design Submittal - The 100 percent design submittal shall include but not be limited to:
 - 31.5.1.** Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
 - 31.5.2.** Updated and incorporated information and comments from the 60 percent design submittal.
 - 31.5.3.** Completed, reviewed, and bound calculations and hydraulic calculations.

- 31.5.4.** Updates to geotechnical report, if any.
 - 31.5.5.** Permit applications as necessary.
 - 31.5.6.** Completed specifications in The GREENBOOK format.
 - 31.5.7.** Quantity take-off.
 - 31.5.8.** Drawings in all disciplines, including final and traffic control plans approved by City, if any.
 - 31.5.9.** A current written list of permits including environmental permits required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
 - 31.5.10.** Compliance with the City's 100% QA/QC checklist.
- 31.6. Final Design Submittal** - The Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:
- 31.6.1.** Updated and incorporated information and comments from the 100 percent design Submittal.
 - 31.6.2.** Comments from permitting agencies, including a log of comments and responses.
 - 31.6.3.** A current written list of permits including environmental permits required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
 - 31.6.4.** City will review the Pre-Final Design and return comments to the Design-Builder. The Design-Builder shall, within 20 Working Days of receipt of City's comments, submit a Final (100%) Design to the Engineer, which shall include but not be limited to:
 - 1. Updated and incorporated comments from the Pre-Final Design Submittal.
 - 2. Final drawings and calculations must be stamped and signed by a professional engineer. Also, the City requires the original wet-signed mylars be held in City files as legal records of the Project.
 - 31.6.5.** Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.
- 31.7. Design Submittal Deliverables:**
- 31.7.1.** The Design City Engineer in the form of 7 sets of full sized (24-inch x 36-inch) drawing prints and a PDF of the final drawings, specifications, and cost estimate.
 - 1. Drawing format shall conform to the City of San Diego CADD Standards and City provided "T" files. The standard scales are 1"=40' for plans and 1"=4' for profiles.
 - 2. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements.

- 31.7.2.** The Design-Builder shall deliver the pre-Final Design to the Engineer in the form of 7 sets of full sized (24-inch x 36-inch) drawing prints and a PDF of the plans, specifications, and estimate.
- 31.7.3.** The Design-Builder shall submit all drawings in accordance with the City's CADD Standards. The Design-Builder shall attend a coordination/orientation meeting with City's E&CP CADD specialist to review and discuss City's CADD standards. The Engineer will arrange for the meeting upon The Design-Builder's request. The Design-Builder shall also submit the Electronic Open-Roads Designer ALG file. The Design-Builder shall number proposed alignment points on plan views using the automated process through Open-Roads Designer Software. The Design-Builder shall also generate the Horizontal Alignment Coordinate Index report through Open-Roads Designer and place it on the last sheet of the drawings.
- 31.7.4.** The Design-Builder shall submit the Final Design documents to the Engineer, which shall include but not be limited to:
1. One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and wet signed by The Design-Builder's qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by The Design-Builder.
 2. Two complete electronic file sets of the final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for printing.
 3. Two complete electronic file sets of the final drawings.
 4. Two complete electronic files of the final construction quantity takeoffs and cost estimate.
 5. One complete set of engineering calculations, including hydraulic, mechanical, electrical, and structural calculations, each wet stamped and signed by the Design-Builder's qualified responsible engineers registered in the state of California. The Design-Builder shall support all elements of the design presented by calculations the Design-Builder shall use only Windows compatible computer programs for Project calculations.
 6. Other documents as required elsewhere in this Scope or required by the Engineer.
 7. The Design-Builder shall use the latest Sewer, Water, & Storm Drain QA/QC checklists as a minimum guide for preparation of the design drawings. The Design-Builder shall use MS Word format for all word processing.

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

32. COMMUNITY RELATIONS AND PUBLIC OUTREACH PROGRAM:

- 32.1.** The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have an Exclusive Public Information Officer (PIO) who will serve as the community liaison. Refer to The WHITEBOOK, section 5-10. The PIO shall work closely with the Communication Department's PIO section in the implementation of the public information and outreach program standards.
- 32.2.** The Design-Builder shall identify, within 10 Working Days of NTP, a specific professional designated to be a full-time public information liaison for the design build team, who shall work cooperatively with, and provide assistance to, the City's team. The Design-Builder shall be available to respond to questions from the community as needed for the duration of the Project, and shall participate in related public meetings. The Design-Builder shall prepare and provide presentation materials to explain the Project at community meetings and presentations.
- 32.3.** The Design-Builder shall prepare a complete Community Relations Plan. The Community Relations Plan shall be developed in coordination with the City and presented to the City for review within 30 Working Days of Notice to Proceed. If modifications are required, the City will notify and advise the Design-Builder.
- 32.4.** The Key stakeholders are identified as (but not limited to) the public and the City of San Diego, College Area Community Planning Group, College-Rolando Branch Library, Rolando Court Apartments, Diplomat Apartments, Aztec Pacific Apartments, San Diego Unified School District, Businesses along El Cajon Blvd between Aragon Dr. and Montezuma Rd, Harriet Tubman Village Charter School, Alvarado Hospital Medical Center, Casa de Alvarado Owners Association, and City Council District 9.
- 32.5.** The Community Relations Plan shall include the following scope and services but not limited to:
 - 32.5.1.** A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.
 - 32.5.2.** A method for construction notification in advance of the start of work.
 - 32.5.3.** Attendance and presentation of Project update before and during construction of Projects at community and stakeholder Meetings. Prepare presentation materials in coordination with the City.
 - 32.5.4.** Develop written list of follow-up information requested from the community.
 - 32.5.5.** Respond to telephone calls and e-mails. Standard telephone service and e-mail responses. Record calls and e-mails on electronic tracking form.
 - 32.5.6.** E-mail record of call information to The Design-Builder/Project Team. E-mail updates to stakeholders, Community Groups, City Council and other interested parties.

- 32.5.7.** Create and maintain online Project webpage and newsletters.
- 32.5.8.** Write, edit, update and/or produce brochures, pamphlets and news releases.
- 32.5.9.** Attend progress meeting and provide status of community relations activities.
- 32.5.10.** The plan shall also include a listing of businesses, schools, and major facilities along the alignment which are expected to be impacted by the construction, and proposed mitigation measures to lessen construction impacts.
- 32.5.11.** The plan shall specifically identify the lines of communication within the Design-Builder Team, between the Design-Builder Team and the City and between the Design Builder's public information liaison and the City. The Design-Builder shall be responsible for ensuring that the information to be provided to the public is consistent, updated and accurate.

33. QUALITY ASSURANCE AND CONTROL:

- 33.1.** The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control. The minimum acceptable quality assurance and quality control plan is described in the Quality Assurance/Quality Control Plan Guidelines, attached hereto and incorporated herein as Attachment A, section 34 – Quality Assurance / Quality Control Guidelines.
 - 33.1.1.** Design QA/QC - The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.
 - 33.1.2.** 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.
 - 33.1.3.** Final Design - The Design-Builder shall submit QA/QC records for the final specifications and drawings to verify coordination within the engineering discipline, between engineering disciplines, between the final specifications and drawings, and to verify consistency with existing City Projects.
 - 33.1.4.** Construction QA/QC - The Design-Builder shall be completely and solely responsible for Project QA/QC during construction.

34. QUALITY ASSURANCE / QUALITY CONTROL GUIDELINES:

34.1. General

- 34.1.1.** 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.

- 34.1.2.** The Design-Builder shall assign a QA/QC supervisor to ensure that all Work is performed in accordance with the Contract Documents, plans, specifications, manufacturers' instructions, Applicable Laws, and to acceptable industry standards.
- 34.1.3.** The Engineer will monitor the Design-Builder's Work and Services and provide independent reviews as set forth in the Contract Documents. If City's review or inspection uncovers Work or Services that do not conform to the Contract Documents or Applicable laws, City may reject that Work and/or Services and The Design-Builder shall replace or correct any deficiency at no additional cost to City.
- 34.1.4.** 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.
- 34.1.5.** The Design-Builder shall respond to any QA/QC review comments by ensuring that the Design-Builder's staff considers the comments and notes the actions to be taken. The Design-Builder shall submit copies of the responses to the Engineer to indicate that the QA/QC review is complete and that the reviewers concur with the response.
- 34.1.6.** If The Design-Builder detects any impending deviations from the Scope, Project Schedule, or Project budget, the Design-Builder shall take appropriate action to correct such deviations or to obtain written approval from the Engineer if deviations cannot be avoided.
- 34.1.7.** The Design-Builder shall implement its QA/QC Plan that was submitted to City with The Design-Builder's RFP together with any revisions required by City, all of which are incorporated herein by this reference as though fully set forth herein.

34.2. QA/QC During Design

- 34.2.1.** This Section describes the mandatory QA/QC Plan philosophies and procedures that the Design-Builder shall follow during design of the Project.
- 34.2.2.** The Design-Builder is the engineer of record. City's review of Design- Builder's approved submittals is for the sole purpose of determining whether the submittals conform to the requirements of the Contract and to the Bridging Documents.
- 34.2.3.** The Design-Builder shall include in its Proposal all costs necessary to meet this requirement.
- 34.2.4.** The following quality objectives apply to the Project design:
 - 1. The Design-Builder shall design the Project facilities to meet the scope and objectives set forth in the Bridging Documents, which describe the

Project facilities in moderate detail (layout, functions, etc.), thereby establishing the design requirements. The Design-Builder shall design the Project facilities to conform to these requirements except as modified by changes approved by City during design.

2. The Design-Builder shall design the Project facilities to conform to the requirements of the Contract Documents.
3. The Design-Builder shall prepare the Construction Documents to the standards of best engineering practice for clarity, uniformity, accuracy, and completeness.
4. The Design-Builder shall emphasize quality in the design and construction of the Project.

34.3. QA/QC Plan:

34.3.1. 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.

34.3.2. 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.

34.3.3. Design Review: The Design-Builder shall address all plan check comments received from the City and implement its QA/QC plan prior to re-submittals to the City for review. The Design-Builder shall submit documentation of the QA/QC efforts and related activities as discussed in item 34.3.8 Review and Comment Form, below.

34.3.4. 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:

34.3.5. Calculations:

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

34.3.6. The Design-Builder's Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the 30%, 60%, 100%, Final Design phases and as specified in this RFP, and that the reviews include all completed calculations, drawings, and specifications. The level of detail expected for each discipline at each completion level is defined in this RFP. The Design-Builder shall ensure that all comments receive an agreed upon response and are recorded on The Design-Builder's Review and Comment Form (described in section 34.3.8 below). Design problems may arise from inconsistencies between disciplines. The Design-Builder shall assign one or more qualified engineers to perform detailed interdisciplinary reviews to ensure consistency between disciplines, and between drawings and the specifications.

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

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

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

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

34.4. QA/QC During Construction

34.4.1. 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.

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

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

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

34.4.4. Factory Inspections and Tests:

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

34.4.5. Sampling and Testing:

1. Unless specifically provided otherwise in the Contract Documents, the Design-Builder shall conduct all sampling and testing in accordance

with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the material, product, or equipment being considered. However, City may accept any other generally-accepted system of sampling and testing that will ensure that the quality of the material, product, or equipment complies with the requirements of the Contract Documents. The Design-Builder shall obtain a Change Order from the Engineer prior to using any other generally-accepted system of sampling and testing.

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

34.4.6. Inspection and Testing Laboratory Service:

1. The City may require that Work located in the City right-of-way be tested by the City's testing laboratory. The Design-Builder shall coordinate with the Engineer to cause such tests to be performed.
2. Inspections, testing, and other services that are to be performed by the City, whether specified in the Contract Documents or required by the Engineer, will be performed by City's testing laboratory. The cost of these services will be paid for by City.
3. City's testing laboratory will submit reports in duplicate to the Engineer. The reports will document observations, results of tests, and compliance or non-compliance with the Contract Documents.
4. The Design-Builder shall cooperate with the Engineer and City's Testing Laboratory by furnishing samples of materials, concrete design mix, equipment, tools, and storage, and by providing other assistance as requested by City.
5. The Design-Builder shall notify the Engineer 48 hours prior to commencement of Work requiring inspection and laboratory testing services.
6. The Engineer will direct that any retesting required because of non-conformance to the Contract Documents be performed by the

laboratory that performed the original test. Design- Builder shall bear all costs from any such retesting at no additional cost to City.

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

34.4.7. Special Inspection:

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

34.4.8. Installation:

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

3. Special Procedures: The Design-Builder shall provide methods and facilities to ensure conformance with requirements for special process specifications such as nondestructive testing of materials. The Design-Builder shall maintain certifications for personnel, procedures, and equipment as necessary to meet the requirements of the Contract Documents and all Applicable laws.
4. Manufacturer's Instructions: The Design-Builder shall comply with applicable manufacturer's instructions and recommendations for installation, if those instructions and recommendations are more explicit and/or more stringent than the requirements of the Contract Documents.
5. Storage and care: If not immediately installed, the Design-Builder shall store and care for all materials and/or equipment delivered to the Project Site according to the manufacturer's recommendations.

34.4.9. Manufacturer's Field Installation Services and Reports:

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

34.4.10. Sample City QA/QC Checklists:

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

35. NOISE ABATEMENT AND CONTROL:

- 35.1.** The Design-Builder shall comply with San Diego Municipal Code, Noise Abatement and Control (Sections 59.5.0401, Sound Level Limits, and 59.5.0404, Construction Noise), and the County of San Diego Code of Regulatory Ordinances, Noise Abatement and Control. In the event of conflict, the most stringent requirement shall apply.
- 35.2.** 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.
- 35.3.** If the Design-Builder desires to conduct Work activities during times when a Noise Permit is required, the Design-Builder shall obtain prior written authorization from the Engineer not less than 48 hours in advance, and shall apply for, obtain, and pay for the Noise Permit at no additional cost to City.

36. PROJECT MEETINGS:

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

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

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

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

- 36.3.** Public Meetings - During the course of the Project, a minimum of 2 of the Design-Builder's key personnel and the Engineer shall attend community meetings as part of the Design-Builder's community outreach program. Typically, these meetings are scheduled for two to four hours on weekday evenings. At a minimum, 1 meeting will be scheduled at 60 percent design review and the other just prior to construction. The Engineer may direct the Design-Builder to attend other meetings at no additional cost.
- 36.4.** Other Meetings - From time to time during the Project, the Engineer may direct the Design-Builder to attend other meetings. These may include but are not limited to meetings with environmental or regulatory agencies, meetings with Water Operations, utility companies, and other City divisions or departments. These meetings shall be done at no additional cost.
- 36.5.** 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.

37. RED-LINES:

- 37.1.** The Design-Builder shall be responsible for Red-lines as described in Whitebook Section 3-7.3 Red-Lines and Record Documents.
- 37.2.** Prior to final completion, The Design-Builder shall prepare and submit one complete set of full sized (24-inch x 36-inch) original mylar final As-Built Drawing CADD plots in accordance with the City's CADD Guideline. Each CADD mylar drawing sheet shall be stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and wet signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by the Design-Builder. Drawing mylar shall be 3 mils minimum thickness.
- 37.3.** Prior to Final Completion, the Design-Builder shall also submit:
 - 37.3.1.** One complete full-sized set of the final As-Built's.
 - 37.3.2.** Two complete electronic file sets of the final As-Built's on CDs (typical) prepared in the Bentley Connect Open Roads Designer (ORD) 10.12 CADD software in accordance with City's CADD Guideline, with the ability to convert to autocad at no additional cost.

38. RECORD KEEPING:

- 38.1.** 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.

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

39. REQUIRED TEST/MATERIAL CERTIFICATES:

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

40. TRAFFIC CONTROL:

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

41. REFERENCE STANDARDS:

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

42. DESIGN GUIDELINES:

- 42.1.** Americans with Disabilities Act (ADA) | Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 42.2.** American Water Works Association (AWWA)
- 42.3.** California Building Code as adopted by the City of San Diego*
- 42.4.** California Code of Regulations, Title 24
- 42.5.** 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>
- 42.6.** City of San Diego Computer Aided Design and Drafting (CADD), <https://www.sandiego.gov/ecp/edocref/drawings>
- 42.7.** City of San Diego Landscape Technical Manual
- 42.8.** City of San Diego's Manual of Preparation of Land Development and Public Improvement plans <https://www.sandiego.gov/planning/programs/landdevcode/landdevmanual>
- 42.9.** City of San Diego Standard Drawings https://www.sandiego.gov/sites/default/files/standard_drawings_2021_edition.pdf
- 42.10.** City of San Diego Street Design Manual, https://www.sandiego.gov/sites/default/files/street_design_manual_march_2017-final.pdf
- 42.11.** City of San Diego Sewer Design Guidelines <https://www.sandiego.gov/sites/default/files/legacy/mwwd/pdf/sewerdesign.pdf>
- 42.12.** City of San Diego Technical Guidelines for Geotechnical Reports, <http://www.sandiego.gov/development-services/pdf/industry/geoguidelines.pdf>
- 42.13.** City of San Diego, Water Department Guidelines and Standards Books 1 through 7 <https://www.sandiego.gov/sites/default/files/water-facility-design-guidelines-2021.pdf>
- 42.14.** City of San Diego, 2021 Whitebook https://www.sandiego.gov/sites/default/files/the_whitebook_2021_edition.pdf
- 42.15.** County of San Diego Code of Regulations
- 42.16.** Greenbook: Standard Specifications for Public Works Construction
- 42.17.** National Electric Code (NEC) as adopted by the City of San Diego*
- 42.18.** State of California Health and Safety Code
- 42.19.** Uniform Fire Code (UFC) as adopted by the City of San Diego*

- 42.20. Uniform Mechanical Code (UMC) as adopted by the City of San Diego*
- 42.21. Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
- 42.22. Construction Planning & Scheduling Manual by AGC of America
- 42.23. The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents.
- 42.24. City of San Diego Municipal Code;
<https://www.sandiego.gov/city-clerk/officialdocs/municipal-code>
- 42.25. State Historic Preservation Act

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

43. BRIDGING DOCUMENTS:

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

<https://drive.google.com/drive/folders/1wycz68a8LBUYIYP3QpkJKy2nAHREF2lh?usp=sharing>

1. Pre-Design Map – Water
2. Hydraulic Water Modeling and Pipe Sizing Assessment Study
3. ADT- 68th St and Reservoir Dr
4. FSN Lists (2)
5. Sewer – As-Builts
6. Storm Drain– As-Builts
7. Water – As-Builts
8. AT&T -Dry Utility Asbuilts
9. COX -Dry Utility Asbuilts
10. SDG&E -Dry Utility Asbuilts
11. Paving Conflict Map
12. Constraints Map
13. CMP Map
14. Traffic Control Plans (TCP) Approach Memo
15. Pavement Core Results
16. Street Preservation Ordinance
17. Implementation of CBC Curb Ramp Requirements – 9/23/2022
18. Curb Ramp Design Memo and Guidelines – 9/10/2020

19. City Engineer Street Preservation Ordinance Memo 11.30.23
20. Sewer Modeling Map
21. Sewer Rehab Exhibits

44. 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.

- 44.1.** The Design-Builder shall do all work as needed to accomplish the scope of work generally in accordance with the findings and recommendations in the attached Project Scope Work List (see bridging documents).
- 44.2.** Only ADA improvements triggered by this project shall be included in the design. New sidewalks are not included except to replace portions triggered by ADA compliance requirements. See bridging documents.
- 44.3.** This RFP provides as-built drawings and other information collected during preliminary planning for this project. The Design/Builder shall be responsible for researching and obtaining all as-built drawings and any other information from the City and/or other agencies which will be necessary to complete the scope of work.
- 44.4.** The Design-Builder shall resolve design and construction problems by a typical professional process including but not limited to research, field investigation, developing alternates, calculations, cost-effective analysis, making decisions/recommendations and obtaining City concurrence as needed. This process shall be diligently followed before the Design-Builder seeks direction from the City.
- 44.5.** The Design-Builder shall follow the City standard practice for design and construction when not specifically addressed in the RFP scope of work, reference documents, and design guides.
- 44.6.** The Design/Builder shall submit a brief monthly progress report in a format acceptable to the City, with map illustrating where water, sewer, and storm drain pipe was installed, feet installed, total feet and percent complete (see bridging documents example Sample Progress Map) for the entire duration of the project.
- 44.7.** The City shall not be responsible for any assumptions the Design-Builder based their price proposal on, and the Design-Builder shall not be entitled to any additional payment for any such assumptions on which their price was based.
- 44.8.** The price proposal shall include all work and materials and any references in this RFP to unit price, lump sum price, bid price or similar language shall not entitle the Design-Builder to any additional payment.
- 44.9.** The price proposal shall include all work and materials, and any references to or requirements for restricted work hours and/or night work shall not entitle the Design-Builder to any additional payment.

- 44.10.** The Design-builder shall submit a Schedule of Values (SOV) with substantiating data that must include estimated quantities, unit costs, and extensions for each construction item in the SOV.
- 44.11.** The RFP's maps and descriptions of proposed improvements such as "replace in place" are conceptual only and deviations from this in the final design by the Design-Builder shall not entitle the Design-Builder to any additional payment.
- 44.12.** The Design-Builder shall do all work necessary for any required replumbing of water and sewer laterals including but not limited to preparing replumb agreements in a format acceptable to the City, performing geotechnical evaluation if needed, potholing as needed, provide design phase coordination services with property owners including community group coordination, door hanger notices, notification letters, notary services, a fact sheet, and replumb agreement coordination, obtain all necessary signatures, notarization, and getting them recorded at the County. Recording fees shall be paid by the Design-Builder.
- 44.13.** The Design-Builder shall not deviate from the scope of work as defined in the bridging documents without considering the environmental impacts as defined in the environmental document.
- 44.14.** Traffic Signal Loop and Appurtenance: The Design-Builder is responsible to replace all traffic loops at every signalized intersection -with AC overlay work and install loops for bike lanes as applicable. Design-Builder shall show the traffic signal loops that need to be replaced on the plans and shall coordinate with the City prior to working on removing and replacing the Traffic Signal Loop and appurtenance.
- 44.15.** For conflicts with outside utilities (including SDGE) identified during design or construction, notify the Engineer once the conflict has been identified to discuss the conflict locations. When feasible, the Design-Builder shall design around the identified conflict. The Design-Builder shall notify the City If the conflict cannot be designed around or relocation of the utility conflict is required, and Design-Builder shall incorporate all required notes on plans and shall schedule their work accordingly to allow time to coordinate the conflicts with the outside utility company and for the outside utility company to relocate the conflict.

As part of various design phase efforts, the Design Builder shall oversee conflict coordination with the various utility companies and maintain a log of the utility companies' review comments.
- 44.16** The Design-Builder is responsible to rehabilitate all sewer laterals, and manholes within the sewer main rehabilitation alignment. The sewer rehabilitation exhibits provided are based on the available information at the time of bid. The Design-Builder shall assume each property has a corresponding lateral to be rehabilitated if the sewer main fronting the property is scheduled for rehabilitation.
- 45.** The Work shall be performed in accordance with:
 - 45.1.** The Work shall be performed in accordance with:
 - 45.1.1.** The Notice Inviting Bids and Attachment A, Project Description, Scope of Work, and/or Bridging Documents, inclusive.

46. LOCATION OF WORK: The location of the Work is as follows:
See **Appendix E - Location Map.**

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."
- 1.2. Your failure to perform any of the following may result cancelling your award of the Contract:
 - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** Working Days after meeting with the City's Project Manager.

2. POST-AWARD

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

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank 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.

RFP NUMBER: K-24-2144-DB1-3-B

CONTRACT OR TASK TITLE: College East Improv 1

CONTRACTOR: KTA Construction, Inc.

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to-Exceed Amount
1				\$
2				
3				
Contract Total				\$

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: _____

Construction Senior Engineer

Signature: _____

Date: _____

PRINT NAME: _____

Design Senior Engineer

Signature: _____

Date: _____

CONTRACTOR

PRINT NAME: _____

Title: _____

Signature: _____

Date: _____

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>

B. GENERAL.

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

C. DEFINITIONS.

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

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

changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

Statement in your Subcontracts, and provide such documentation to the City upon request.

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

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you,

your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency. 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, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each

Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

A. GENERAL.

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

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

- 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

- 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

- 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

1.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.
 - b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

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

SECTION 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 Bentley Connect ORD Version 10.12 format with the ability to convert to AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

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

4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work See **Appendix K – Rehabilitation Data Collection – Sample Sewer Mains, Laterals, and Manholes Data Templates.**
 - a) Sewer Mains
 - b) Sewer Laterals
 - c) Sewer Manholes

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

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

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

3-10 SURVEYING (DESIGN-BUILD).

3-10.1 General.

1. You shall provide all required site layout not specified in this section.
2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.
3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.
4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.
5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Public Works Department Engineering Deliverable specifications.
<https://www.sandiego.gov/ecp/edocref/drawings>
7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.
8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at the Design-Builder's expense.

9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

3-10.2 Monument Perpetuation.

1. Monument Perpetuation, including mark-outs, will be performed by the City Construction Engineering Support Division (CES), 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.nsps.us.com/page/ALTANSPPStandards>
3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.

5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
6. Deliverables.
 - a) Horizontal and Vertical Control.
 - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
 - b) Field Data.
 - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
 - ii. Includes utilities collected on surface as required.
 - iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
 - iv. Includes record monument points.
 - v. Data collector project files.
 - vi. Raw (unedited) data file.
 - vii. Project file.
 - viii. Point comma delimited text file formatted.
 - c) Topography.
 - i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
 - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% (1σ) of the contours tested fall within $1/3$ contour interval. Any point tested that is more than 3σ out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.
 - d) Records Research.
 - i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
 - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey

notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.

- After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.

e) Survey Monument Measurements.

i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.

- All Monuments found shall be described with details as to what was found along with identifying number.

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

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

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

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

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

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

3-12.7 Drinking Water Discharges Requirements. To the “WHITEBOOK”, ADD the following:

1. You shall record the results for each discharge event on the City's Drinking Water Discharge Monitoring form included as **Appendix H - Monthly Drinking Water Discharge Monitoring Form.**

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".

SECTION 4 - CONTROL OF MATERIALS

ADD:

4-3.6

Preapproved Materials. To the "WHITEBOOK", ADD the following:

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

4-6

TRADE NAMES. To the "WHITEBOOK", ADD the following:

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4

INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4

INSURANCE.

- 1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1

Policies and Procedures.

- 1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
2. All costs of defense shall be outside the limits of the policy.

5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.

3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

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

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$3,000,000** per claim and **\$3,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,

- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense

expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1.

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

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

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 **College East Improvements 1**, WBS Nos. **B-21028.02.06 (S)**, **B-21029.02.06 (W)**, 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

7-3.2.2.1 Progress Payment for Pipelines. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. In asphalt-surfaced streets, the City shall pay 15% for hydrostatic and bacterial testing, Wayneball and Mandrelling (where necessary), for water and sewer utility constructions respectively, and operational testing for storm drains, including the trench cap and cleanup. The City shall pay the remaining 5% after completing the asphalt wearing surface, Trench Capping per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", and final cleanup.

7-3.1 General. To the "WHITEBOOK", ADD the following:

3. The Lump Sum Bid items for "**Construction (Sewer)**" and "**Construction (Water)**" shall include all management, supervision, labor, services, testing, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete construction of the Project as specified in the Contract Documents, and Attachment A.
4. The Lump Sum Bid items for "**Engineering and Design Services (Sewer)**" and "**Engineering and Design Services (Water)**" shall include all management, supervision, labor, professional engineering services, investigations, equipment, software, tools, supplies, and any other item of every kind and description required for the complete design of the Project as specified in the Contract Documents, and Attachment A.

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 203 - BITUMINOUS MATERIALS

203-6.1 General. To the "WHITEBOOK" and "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.1 General. Asphalt concrete shall be the product of mixing mineral aggregate and reclaimed asphalt pavement (RAP) with asphalt binder at a central mixing plant.

When specified in the Special Provisions, asphalt concrete may be produced using a warm mix asphalt (WMA) technology.

Unless otherwise specified in the Special Provisions or shown on the Plans, asphalt concrete mixtures shall conform to 203-6.4.

If the asphalt concrete mixture contains more than 15% RAP, refer to Caltrans Standard Specifications Section 39, "Asphalt Concrete" for "Materials" and "Construction" requirements only unless specified otherwise in these (1) Supplementary Special Provisions, (2) The WHITEBOOK, and (3) The GREENBOOK in that order of precedence. Replace all references to actions by the "Department" with actions by the "City."

203-6.2.1 Asphalt Binder. To the "GREENBOOK", ADD the following:

Unless otherwise specified, for mixtures containing 15 percent or less RAP, the performance grade of the virgin asphalt binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of Performance Grade (PG) 64-10.

For mixtures containing greater than 15 percent and not exceeding 25 percent RAP, the performance grade of the virgin binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of PG 58-16.

For mixtures containing greater than 25 percent RAP, the performance grade of the asphalt binder shall be determined based on viscosity and blending charts developed in accordance with AASHTO M323.

203-6.2.2 Rock Products for Asphalt Concrete Mixtures. To the "GREENBOOK", ADD the following:

Aggregates must be clean and free from deleterious substances. The aggregates for a leveling course must comply with the gradation specifications for Type A HMA in Caltrans Standard Specification Section 39-2.02B.

203-6.2.3 Rock Products for Type III Asphalt Concrete Mixtures. To the "GREENBOOK", ADD the following:

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under

AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion. Choose a TV within the TV limits shown in the tables titled "Aggregate Gradations." Gradations are based on nominal maximum aggregate size.

203-6.2.5.1 General. To the "GREENBOOK", ADD the following:

RAP shall be defined as asphalt concrete pavement that has been processed to a maximum of 1 inch (25 mm) in size and is free of contaminants. RAP may be substituted for part of the virgin aggregate in a quantity up to the lowest level allowed in the Caltrans Standard Specifications by dry weight of the combined aggregates.

Unless otherwise specified, RAP may be substituted for part of the virgin aggregate at or above the level allowed in the Caltrans Standard Specifications; currently, 25 percent by dry weight of the combined aggregates.

203-6.2.5.2 RAP Stockpiles. To the "GREENBOOK", ADD the following:

Fractionated RAP stockpiles shall be isolated from other materials. Fractionated RAP shall be stored in conical or longitudinal stockpiles. Fractionated RAP shall not be agglomerated or be allowed to congeal.

203-6.2.5.3 Fractionation. To the "GREENBOOK". DELETE in its entirety and SUBSTITUTE with the following:

203-6.2.5.3 Fractionation. Fractionation is the processing of RAP into 2 or more sizes. For RAP substitution of 15 percent or less, fractionation is not required. For RAP substitution greater than 15 percent, RAP shall be fractionated into 2 sizes conforming to the requirements shown in Table 203-6.2.5.3. The RAP stockpile fractionation gradation shall conform to the requirements shown in Table 203-6.2.5.3.

Table 203-6.2.5.3

Size	Test Method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202 ^a	100
Fine (% passing the 3/8-inch sieve)	California Test 202 ^a	98-100

^a Maximum mechanical shaking time is 10 minutes.

If RAP is from multiple sources, the RAP shall be thoroughly and completely blended before fractionating.

The coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpile may be used.

203-6.2.5.4 Testing. To the "GREENBOOK", ADD the following:

The mix design RAP stockpile shall be sampled and tested in accordance with California Test 384. The average shall be reported on the mix design submittal. When the mix design RAP stockpile is augmented, RAP used to augment the stockpile shall be sampled at a minimum frequency of 1 sample per 500 tons in accordance with California Test 384 before augmenting. Each sample shall be tested to determine the uncorrected binder content in accordance with AASHTO T 308. The same ignition oven

shall determine the uncorrected asphalt binder content reported on the mix design submittal.

The augmented RAP sample, when tested under AASHTO T 209, shall be within ± 0.06 of the average maximum specific gravity reported on the mix design submittal.

For startup of a project:

1. Less than 5,000 tons of a QC test from another City approved submittal from the same plant within the last 90 days may be submitted for review.
2. For greater than 5,000 tons the following QC test must be completed and submitted to the Engineer:

Quality Characteristic	Test Method
Asphalt binder content	AASHTO T 308, Method A
HMA moisture content	AASHTO T 329
Combined Aggregate Gradation	California Test 384
Combined Aggregate Sand equivalent	California Test 217 or ASTM D2419
Combined Aggregate Moisture content	AASHTO T 255
Air voids content	AASHTO T 269
Voids in mineral aggregate	MS-2 Asphalt mixture volumetrics
Dust proportion	MS-2 Asphalt mixture volumetrics
Hveem Stability	MS-2 and OBC CT 367
Hamburg wheel track	AASHTO T 324 (modified)
Gyrations Compaction	AASHTO T 312

During production, RAP QC testing shall be sampled twice daily and the following additional tests shall be performed with the minimum frequency:

Quality Characteristic	Test Method	Minimum Frequency
Asphalt binder content	AASHTO T 308, Method A	1 per day with a minimum of 500 tons
Aggregate Gradation - combined with RAP	California Test 384	1 per day with a minimum of 100 tons
Aggregate Sand equivalency	California Test 217 or ASTM D2419	1 per day with a minimum of 100 tons
Aggregate Moisture content	AASHTO T 255	1 per day with a minimum of 100 tons
Hveem Stability	MS-2 and OBC CT 367	1 per day with a minimum of 100 tons
Hamburg wheel track	AASHTO T 324 (modified)	1 per 5,000 tons or 1 per project, whichever is greater

Quality Characteristic	Test Method	Minimum Frequency
Nuclear gauge density	California Test 375	1 per 50 tons

203-6.2.5.5 Quality. To the "GREENBOOK", ADD the following:

For RAP content higher than 15% in HMA, refer to Sections 39-2.01, "General"; 39-2.02, "Type A Hot Mix Asphalt," and 39-2.03, "Rubberized Hot Mix Asphalt--Gap Graded," of the Caltrans Standard Specifications in effect at the time of Bid for the quality assurance requirements. Under this process, the contractor performs quality control testing, and the City performs acceptance testing and inspection. The acceptance decision is based on the City's test results only.

RAP shall conform to the requirements shown in Table 203-6.2.5.5:

Table 203-6.2.5.5

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the average value reported) ^a	AASHTO T 308	±2.00
Specific gravity (within the average value reported)	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM	50

^a Average uncorrected binder content of 3 ignition oven tests performed.

^a Average maximum specific gravity reported on the JMF.

203-6.3.1 General. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.3.1 General.

1. The Contractor shall submit in accordance with 3-8.4 a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete required to construct the Work. Supporting information for the warm mix asphalt (WMA) technology and/or recycling agent, if included in a mixture, shall also be submitted e.g., C2 PG 58-16 (½ inch) (12.5 mm) and B3 PG 58-16 (¾ inch) (19 mm) asphalt concrete.
2. Asphalt concrete for JMF and Mix Designs shall be Type III and shall not exceed the allowable RAP level.
3. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the optimum binder content (OBC), void content, reclaimed asphalt

pavement (RAP) percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. Upon request, the mix design test data represented by the JMF shall be immediately made available to the Engineer.

4. When greater than 25 percent RAP is to be included in a mixture, a mix design shall be submitted on Caltrans Forms CEM-3511 and CEM-3512 or another format as approved by the Engineer. The submittal shall include supporting information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.
5. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.
6. Refer to Caltrans Standard Specifications, 39-2.01A(3)(b), "Job Mix Formula" for additional requirements for modifications, renewal, authorization, and quality control plan.
7. A new mix design shall be prepared and a new JMF submitted if:
 - a) the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve,
 - b) the source of any aggregate is changed,
 - c) the performance grade of paving asphalt is changed,
 - d) the average binder content in a new fractionated RAP stockpile varies by more than ± 2.00 percent from the average RAP binder content reported on the JMF,
 - e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than ± 0.060 from the average maximum specific gravity value reported on the JMF.
8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:
 - a) Target air voids must equal 7.0 ± 1.0 percent.
 - b) Specimen height must be 60 ± 1 mm.
 - c) Number of test specimens must be 4 to run 2 tests.

- d) Do not average the 2 test results.
 - e) Test specimen must be a 150 mm gyratory compacted specimen.
 - f) Test temperature must be set at:
 - 1. 113 ± 2 degrees F for PG 58 for use of 25% RAP
 - 2. 22 ± 2 degrees F for PG 64 for use of 15% RAP
 - 3. Measurements for impression must be taken at every 100 passes along the total length of the sample.
 - g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.
 - h) Testing shut off must be set at 25,000 passes.
 - i) Submersion time for samples must not exceed 4 hours.
9. Take samples under California Test 125.

ADD:

203-6.3.3

Asphalt Binder Replacement. Asphalt binder replacement shall be defined as the asphalt binder from RAP expressed as a percent of the total asphalt binder in the mixture. The asphalt binder replacement shall be calculated as a percentage of the approved JMF target asphalt binder content. The maximum asphalt binder replacement for mixtures containing RAP shall be 25 percent of the optimum binder content (OBC) for surface courses and 40 percent for leveling and base courses.

For Type A HMA with a binder replacement percent less than or equal to 25 percent of your specified OBC, you may request that the performance-graded asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

Once the City has approved a mix design, the asphalt binder content shall be within 0.5% of the identified target binder contents for each mix design submitted.

Each approved asphalt plant and location shall perform an annual verification process with the City.

ADD:

203-6.4.5

Miscellaneous Areas and Dikes. For miscellaneous areas and dikes:

- 1. Choose the aggregate gradation from:
 - a) 1/2-inch Type A HMA aggregate gradation.
 - b) Dike mix aggregate gradation.

2. Choose asphalt binder Grade PG 58-16 or 64-10.
3. Minimum asphalt binder content must be:
 - a) 5.70 percent for 1/2-inch Type A HMA aggregate gradation.
 - b) 6.00 percent for dike mix aggregate gradation.

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content. Aggregate gradation for dike mix must be within the TV limits for the specified sieve size as shown below:

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	---	95 - 100
No. 4	73-77	TV ± 10
No. 8	58-63	TV ± 10
No. 30	29-34	TV ± 10
No. 200		0 - 14

For HMA used in miscellaneous areas and dikes, sections 203-6.3.1 do not apply.

203-6.7

Production. To the "GREENBOOK" ADD the following:

1. Before production, the HMA plant must have a current qualification under the City's Material Plant Quality Program for each mix design.

203-6.7.1

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

During production, the hot- or cold-feed proportion controls for virgin aggregate and RAP may be adjusted. For RAP substitution of 15 percent or less, RAP must be within ± 5 of the RAP percentage shown in the approved JMF fo1m without exceeding 15 percent. For RAP substitution of greater than 15 percent, RAP must be within ± 5 of the RAP percentage shown in the approved JMF form without exceeding 25 percent.

Do not start HMA production before verification and authorization of JMF. The HMA plant must have a current qualification under the City's Material Plant Quality Program. Weighing and metering devices used to produce HMA modified with additives must comply with the City's MPQP. If a loss-in-weight meter is used for dry HMA additive, the meter must have an automatic and integral material delivery control system for the refill cycle.

Calibrate the loss-in-weight meter by:

1. Including at least 1 complete system refill cycle during each calibration test run
2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process
3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration
4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production

5. Using a minimum 15 minute or minimum 250 lb. test run size for a dry ingredient delivery rate of less than 1 ton per hour.
6. Complying with the limits of City's Conveyor Scale Testing

Proportion aggregate by hot or cold-feed control. The aggregate temperature must not be more than 375 degrees F when mixed with the asphalt binder. Asphalt binder temperature must be from 275 to 375 degrees F when mixed with aggregate. Mix HMA ingredients into a homogeneous mixture of coated aggregates.

HMA must be produced at the temperatures shown in the following table:

HMA compaction	Temperature (°F)
HMA	
Density based Method	s; 325 305-325

If you stop production for longer than 30 days, a production start-up evaluation is required.

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:

1. 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.
2. 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 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1.6

Preparatory Repair Work. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
 - a. Offset distance of the appurtenance from the curb face
 - b. The limits of the appurtenance or corners of the vault/box
6. The quantities shown in the Contract Documents are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in the Contract Documents.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Class 2 aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.

12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Class 2 aggregate base, have been identified in the Contract Documents as "DO", Dig Out, also called Base Repairs.
14. When applicable, the areas and quantities shown in the Contract Documents are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".
18. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".

- b. Base repairs shall have a minimum depth of 10”.
- c. You shall repair the areas shown in the Contract Documents of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
- d. When additional base material is required, then you shall use Class 2 aggregate base in accordance with 200-2.4, “Class 2 Aggregate Base (Scheduled, 5 Inch)” and “Class 2 Aggregate Base (Unscheduled, 5 Inch)” or as directed by the Engineer.
- e. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, “Class 2 Aggregate Base (Scheduled, 5 Inch)” and “Class 2 Aggregate Base (Unscheduled, 5 Inch)”.
- f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, “Tack Coat” before replacing the asphalt pavement. Please refer to Contract Documents.
- h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with “Class 2 Aggregate Base (Scheduled, 5 Inch)” and “Class 2 Aggregate Base (Unscheduled, 5 Inch)” at 5 inches, and 5 inches of “Asphalt Concrete Base” shall be placed atop the layer of “Class 2 Aggregate Base (Scheduled, 5 Inch)” and “Class 2 Aggregate Base (Unscheduled, 5 Inch)” unless otherwise directed by the Engineer. These areas have been identified in the Contract Documents as “DO”. The Crushed Miscellaneous Base shall be in accordance with 200-2.9, “Class 2 Aggregate Base (Scheduled, 5 Inch)” and “Class 2 Aggregate Base (Unscheduled, 5 Inch)”. The Asphalt Concrete Base shall be Type III-B3-PG 64-10 as specified in 203-6, “ASPHALT CONCRETE”. “General” Preliminary quantities are identified in the Contract Documents but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.

- i. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- j. A Base repair is considered unscheduled when it is not identified in the Contract Documents as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- k. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate base material placed or as directed by the Engineer.

301-1.7

Payment. To the "WHITEBOOK", DELETE in their entirety and SUBSTITUTE with the following:

- a. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
- b. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
- c. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence. No payment shall be made for areas of over excavation as determined by the Engineer.
- d. Asphalt pavement subgrade repair, and base repair dig-outs, within the influence zone shall be paid at the Contract Units price for "**Construction (Sewer)**" and "**Construction (Water)**" and excludes any base repair areas identified outside the influence area.. No Payment shall be made for areas of over excavation as determined by the Engineer.
- e. When Cold Milling is used as a method for excavation for subgrade or base repair areas within the influence area for pavement, Cold Milling shall be included in the Contract Units Price for "**Construction (Sewer)**" and "**Construction (Water)**" and excludes any base repair areas identified outside the influence area.
- f. The payment for Excavation of base repair areas within the influence area shall be paid at the Contract Units Price for "**Construction (Sewer)**" and "**Construction (Water)**" for each bank cubic yard of material removed and excludes any base repair areas identified outside the influence area. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall

be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

- g. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

301-2.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

- 1. Payment for Class 2 Aggregate base material installed shall be made at the Contract Unit Price "**Construction (Sewer)**" and "**Construction (Water)**". and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

302-6.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5.10.1 Installation. To the "WHITEBOOK", ADD the following:

- 8. Where it is infeasible for a curb ramp run to intersect the street grade at the maximum allowable slope, a slope steeper than 8.33% may be used to limit the ramp run length to 15 ft. The 15-foot measurement excludes landings and shall measure the inside back edge of a sidewalk radius.

303-5.10.2 Payment. To the "WHITEBOOK", item 1 and item 2, DELETE in their entirety and SUBSTITUTE with the following:

- 1. The payment for each curb ramp shall include:
 - a. Ramp runs & transition areas (up to 15 ft),
 - b. Landings,
 - c. DWTs,
 - d. Demolition and disposal,
 - e. Forming,
 - f. Relocating or raising items in conflict to grade,

- g. Protecting and preserving existing survey monuments and improvements,
 - h. Restoring pavement.
2. Additional concrete sidewalk and curb quantities beyond 15 feet (4.6 m), measured from the inside back edge of the sidewalk radius where it intersects with the landing, shall be included in the Bid items for **“Construction (Sewer)”** and **“Construction (Water)”**.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1 GENERAL. To the “GREENBOOK”, ADD the following:

- 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings.
 - a. SDG-105, “Pavement Restoration General Notes”
 - b. SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”
 - c. SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation”
 - d. SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation”
 - e. SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”

ADD:

306-1.1 High-line Phasing.

- 1. Build the Project in accordance with the water high-lining phasing as determined in design.
- 2. When installing pipelines within the City’s streets, for the following streets, the total time allowed for the completion of Work shall not exceed **10 Working Days** per 500 feet of pipeline installation:
 - a) Reservoir Dr
 - b) Montezuma Rd
 - c) El Cajon Blvd

306-3.3.4 Payment. To the “WHITEBOOK”, ADD the following:

- 12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.

306-7.8.2.1 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

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

306-15 PAYMENT. To the "GREENBOOK", ADD the following:

1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

306-15.1 General. To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:

- n. Permanent resurfacing. See **306-1 GENERAL** for permanent pavement restoration requirements.

306-15.6 Hydrants. To the "WHITEBOOK", ADD the following:

5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
6. See **306-1 GENERAL** for permanent resurfacing requirements.

306-15.7 Buried Structures. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

306-15.7 Buried Structures. To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 GENERAL** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

306-15.8 Pipeline Appurtenances. To the "WHITEBOOK", ADD the following:

10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 GENERAL** for permanent resurfacing requirements.

306-16.6 Payment. To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a. See **306-1 GENERAL** for permanent resurfacing requirements.

306-17.2 Payment. To the "WHITEBOOK", ADD the following:

12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
13. See **306-1 GENERAL** for permanent resurfacing requirements.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL. To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work..
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

SECTION 401 - REMOVAL

401-3.1 Concrete Pavement. To the "WHITEBOOK", ADD the following:

4. See Section **400-1 GENERAL** for permanent resurfacing requirements.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:

7. See Section **400-1 GENERAL** for permanent resurfacing requirements.

SECTION 402 – UTILITIES

402-1.1 **General.** To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12. Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400-1 GENERAL** for permanent resurfacing requirements.

To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTUTE with the following:

2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".

402-2 **PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

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

402-6 **COOPERATION.** To the "WHITEBOOK", ADD the following:

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

402-8 **PAYMENT.** To the "WHITEBOOK", ADD the following:

6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

SECTION 404 – COLD MILLING

404-1 **GENERAL.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation".

SECTION 500 – PIPELINE REHABILITATION

500-1 GENERAL. To the “WHITEBOOK”, ADD the following:

5. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, “Pavement Restoration General Notes”
 - b) SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”
 - c) SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation”
 - d) SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation”
 - e) SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”

500-4.7 Payment. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The point repair Work shall be measured and paid for in the Bid Items for “**Construction (Sewer)**” and “**Construction (Water)**”. Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill and restore pavement. See **500-1 General** for permanent pavement restoration requirements.

SECTION 503 – SERVICE LATERAL REHABILITATION

503-1 GENERAL. To the “WHITEBOOK”, ADD the following:

7. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a) SDG-105, “Pavement Restoration General Notes”
 - b) SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”
 - c) SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation”
 - d) SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation”

- e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

503-6

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

- 3. The point repair Work for sewer laterals shall be in accordance with 500-4, "PIPELINE POINT REPAIR AND/OR REPLACEMENT" and shall be included in the Bid Items for "**Construction (Sewer)**" and "**Construction (Water)**". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill, pavement restoration (and influence area) including sidewalks, driveways and any other above ground improvements.

SECTION 700 - MATERIALS

700-1.3

(86-1.02B) Conduit. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation", and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

SECTION 701 - CONSTRUCTION

701-2

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

- 3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

SECTION 901 - INSTALLATION AND CONNECTION

901-1.1.2.3 High-lining Removed by the Contractor. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After removing all high-lining construction material and debris, you shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with PART 4 - EXISTING IMPROVEMENTS. Street resurfacing shall be restored in accordance with the SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

901-2.4 Pavement Restoration. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a. SDG-105, "Pavement Restoration General Notes"
 - b. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

901-2.5 Payment. To the "WHITEBOOK", item 1, subitem g, and item 3, DELETE in their entirety and SUBSTITUTE with the following:

- g) Pavement Restoration including influence area.
3. Traffic Control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid Item for "**Construction (Sewer)**" and "**Construction (Water)**". Asphalt overlay Work shall be paid for under separate Bid items.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

Project Name: College East Improvements 1

WBS Nos.: B-21028.02.06 (S), B-21029.02.06 (W)

Project Location-Specific: Proposed work locations at Reservoir Drive between Montezuma Road and Alvarado Road; Leo Street between Alumni Place and Roxy Lane; Roxy Lane; Alumni Place; easement between Alumni Place and Reservoir Drive; easement between Reservoir Drive and Sanarac Street; 67th Street between El Cajon Boulevard and Richard Street; Judson Way between Lambert Lane and Cleo Street; Lambert Lane; Lambert Way; 68th Street from Mohawk Street to north cul-de-sac; Bocaw Place between Saranac Street and Alvarado Road; Barbara Anin Place; 69th Street between Saranac Street and Julie Street; Manchester Road between Saranac Street and Mandalay Road; Mandalay Road; Mandalay Place; easement between Mandalay Place and 69th Street; Cleo Street, Julie Street, and Richard Street between Lenore Drive and Judson Way; Saranac Street between Catoctin Drive and 70th Street; alley between 69th Street and 68th Street; easement between Montezuma Road and El Cajon Boulevard; alley west of Pearson Drive; Person Drive; Montezuma Road between Reservoir Drive and El Cajon Boulevard; and El Cajon Boulevard between Pearson Drive and Montezuma Road. Within the College Community Planning Area (Council District 9).

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

Description of nature and purpose of the Project: The project consists of the following water, sewer, and street improvements:

Water Improvements: Construction of approximately 8,203 linear feet (1.55 miles) of 4-, 6-, and 8-inch diameter AC water mains with appropriately sized polyvinyl chloride (PVC) water mains via open trench within the same trench alignment at the same or shallower depth, including associated water services, fire hydrants, valves, water meters, and other appurtenances.

Sewer Improvements: Replacement of approximately 7,978 linear feet (1.51 miles) of existing 8- and 10-inch diameter vitrified clay (VC) sewer mains with new appropriately sized PVC sewer mains via open trench; rehabilitation of approximately 13,747 linear feet (2.60 miles) via trenchless construction methods; abandonment of 395 linear feet (0.07 mile) and re-plumb of laterals; and installation of approximately 17 new manholes. Approximately 1,750 linear feet (0.33 miles) of new sewer main 12-inch diameter of PVC via open trench.

Street Improvements: Replacement of approximately 100 existing curb ramps with new Americans with Disabilities Act (ADA) compliant curb ramps; and installation of approximately 3,750 linear feet (0.71 miles) of AC overlay, cross gutters, traffic control signals, street resurfacing, and striping.

Portions of the project located at the 68th Street cul-de sac north of Saranac Street, and at the Bocaw Place cul-de sac north of Julie Street, are in close proximity to the City's Multi-Habitat Planning Area (MHPA) and will be required to comply with the MHPA Land Use Adjacency Guidelines as specified in section 1.4.3 of the Multiple Species Conservations Program's Subarea Plan. Furthermore, work at these locations will occur outside the avian breeding season (February 1st – September 15th).

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Nicholas Ferracone, Project Officer II
Email/Phone No.: nwferracone@sandiego.gov / (619) 533-4182
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status: (CHECK ONE)

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

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities) which consist of the repair, maintenance of existing public structures such as existing water and sewer mains and laterals and curb ramps; Section 15302 (Replacement and Construction) which consist of the replacement or reconstruction of existing water and sewer mains and laterals, street surface (pavement resurface), curb ramps, and cross gutters; Section 15303 (New Construction) which allows for the construction of new sewer mains, manholes and traffic control signals; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Nicholas Ferracone, Project Officer II Telephone: (619) 533-4182

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

2/5/24
Date

Check One:

- Signed By Lead Agency
- Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

- 1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

- 3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

APPENDIX E
LOCATION MAP

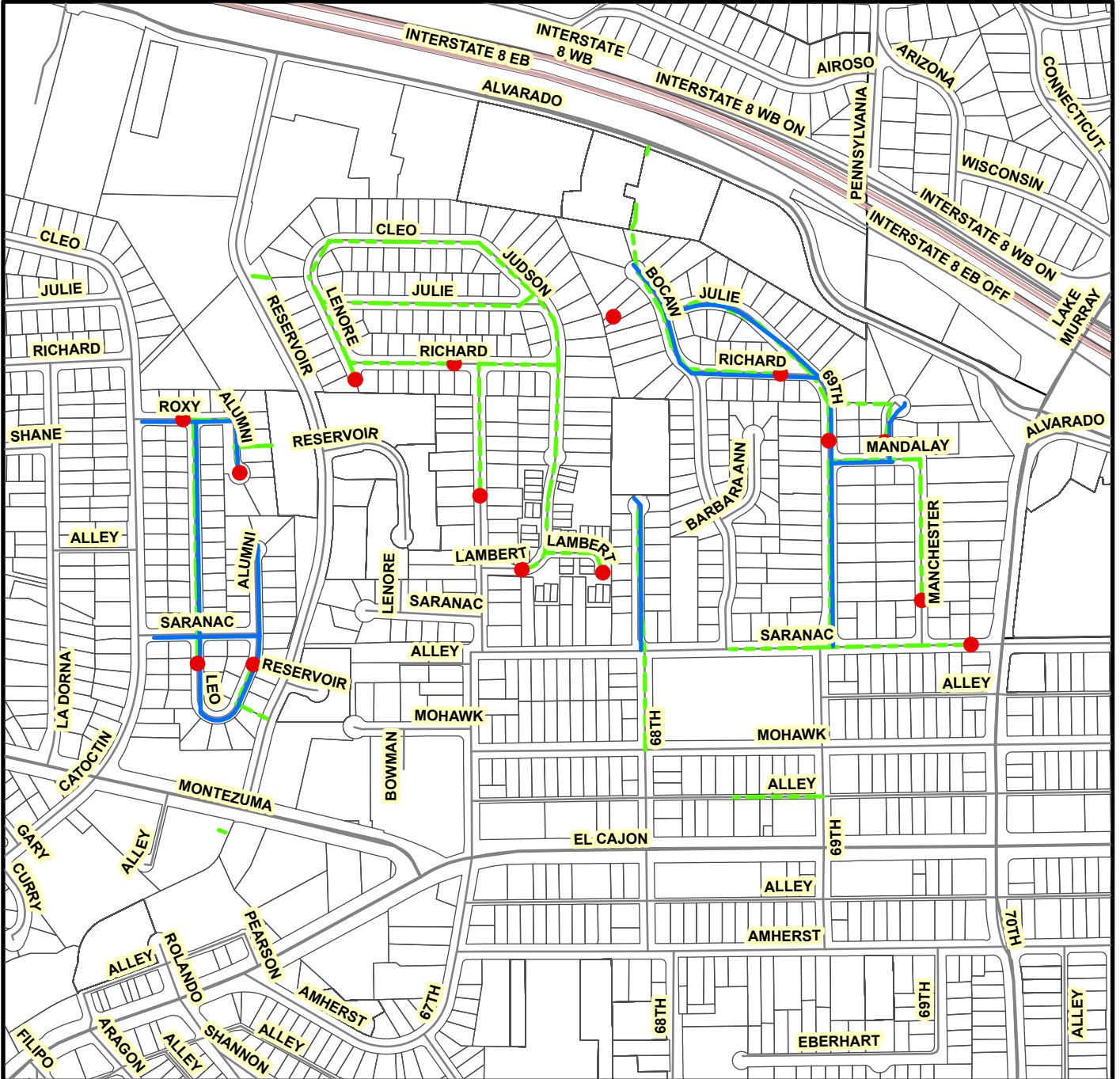
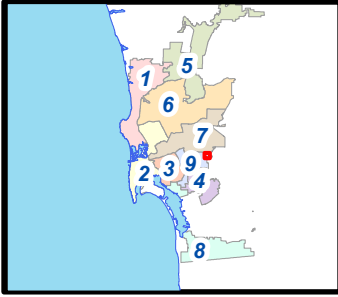
COLLEGE EAST IMPROVEMENTS 1

SENIOR ENGINEER
JANICE JARO
619-533-3851

PROJECT MANAGER
JOSE LOPEZ
619-533-7461

PROJECT ENGINEER
ANA LOPEZ
619-533-7418

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



Legend

- Proposed New Manhole
- - - Proposed Sewer Main-Rehab
- Proposed Water Main-Replace



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY © to SandGIS. This map is copyrighted by RAND MCNALLY & COMPANY ©. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.

APPENDIX F
PREDESIGN HYDRAULIC CALCULATIONS

College East Improv 1 (S)
Predesign Hydraulic Calculation

FSN#	Pipe No.	Alignment	MH	Exist Pipe Diameter (in)	Pipe Diameter (in)	Rim Elev (ft)	EX IE (ft)	PROPOSED IE (ft)	Pipe Length (ft)	Depth (ft)	Slope	Dry Weather Flow Q(cfs)	Dry Weather Velocity (fps)	Wet Weather Flow Q(cfs)	Wet Weather d/D (%)	Prelim Comments
	Alley Aragon Dr	Plug	N1			452.22	445.22	445.67		6.55						Replace plug w/ new manhole
58436	M1	Replace		8	8	472	444.92	444.92	75	7.00	1.00%	0.128	2.25	0.256	31%	slope need to be adjusted to increase velocity; clears exist. storm drain
58435	M2	Replace		8	10	270	455.56	443.56	340	12.00	0.40%	0.246	1.92	0.491	41%	Replace in place
58255	M3	Replace		8	10	271	446.52	442.52	261	4.00	0.40%	0.303	2.03	0.605	46%	Replace in place
58256	M4	Replace		8	10	272	418.69	412.69	183	6.00	16.30%	0.313	7.62	0.626	18%	Replace in place
58443	El Cajon Bl to Montezuma Rd	Replace		8	10	268	422.13	406.13	204	16.00	3.22%	0.893	5.83	1.786	47%	upsized to 10-in to help d/D; open trench not recommended
58252	M6	Replace		8	12	267	435.96	403.96	68	32.00	3.19%	0.893	5.72	1.786	36%	upsized to 12-in to help d/D; open trench not recommended
58251	M7	Replace		8	12	153	437.59	399.59	135	38.00	3.24%	1.036	6.00	2.071	39%	upsized to 12-in to help d/D; open trench not recommended
58147	Reservoir Dr	Replace		10	12	154	430.52	392.52	350	38.00	2.02%	1.080	5.13	2.160	46%	upsized to 12-in to help d/D; open trench not recommended
58150	M9	Replace		10	12	157	421.90	389.90	125	32.00	2.10%	1.080	5.19	2.160	45%	upsized to 12-in to help d/D; open trench not recommended
58153	M10	Replace		10	12	171	400.10	383.10	328	15.67	1.67%	1.099	4.81	2.198	49%	upsized to 12-in to help d/D; open trench not recommended
58155	M11	Replace		10	15	173	396.79	381.79	218	14.54	1.00%	1.456	4.25	2.913	47%	upsized to 15-in to reduce d/D; adjust I.E.s; affects main 58154
58156	M12	Replace		10	15	174	398.11	381.11	114	17.00	1.00%	1.456	4.25	2.913	47%	upsized to 15-in to reduce d/D; adjust I.E.s
58166	M13	Replace		10	15	175	392.53	378.53	257	14.00	1.00%	1.474	4.27	2.949	47%	upsized to 15-in to reduce d/D; replace in place
58167	M14	Replace		10	15	176	388.08	377.08	145	11.00	1.00%	1.474	4.27	2.949	47%	upsized to 15-in to reduce d/D; replace in place
58168	M15	Replace		10	15	177	386.30	373.30	104	13.00	3.63%	1.499	6.80	2.998	34%	upsized to 15-in; replace in place
58170	M16	Replace		10	15	178	379.12	366.12	212	12.45	3.13%	1.537	6.49	3.075	35%	upsized to 15-in; adjust I.E.s
58171	M17	Replace		10	15	179	378.89	365.89	54	12.76	1.00%	1.537	4.32	3.075	49%	upsized to 15-in to reduce d/D; adjust I.E.s
58172	M18	Replace		10	15	388	375.50	362.50	363	13.00	1.00%	1.572	4.34	3.143	49%	upsized to 15-in to reduce d/D; adjust I.E.s
57902	M19	Replace		10	15	387	367.00	356.00	152	11.00	4.28%	1.612	7.35	3.223	33%	upsized to 15-in; replace in place
57901	M20	Replace		10	15	386	349.70	341.70	181	7.00	7.35%	1.619	8.92	3.239	29%	upsized to 15-in; adjust I.E.s
57900	M21	Replace		10	18	385	349.86	340.86	280	8.50	0.48%	1.619	3.31	3.239	47%	Per as-built 12897-6-D, 2 storm drains cross this main limiting the elevation adjustments Upsizing M21 & M22 to 15-in helps reduce the d/D
57892	M22	Replace		10	18	384	353.59	340.00	276	13.59	0.49%	1.649	3.36	3.298	47%	New parallel mains to be added for lateral connection (see M111 & M112 below)
	El Cajon/Montezuma			485		439.96	435.96	435.96		4.00						
58253	M23	Replace		8	8	269	436.71	428.71	265	8.00	2.74%	0.212	3.72	0.424	31%	Replace in place
58254	M24	Replace		8	8	267	435.96	403.96	75	32.00	33.00%	0.212	8.94	0.424	17%	open trench not recommended
	El Cajon/Montezuma			152		409.77	404.77	404.77		5.00						
58146	M25	Rehab		8	8	153	437.59	399.59	20	38.00	25.90%	0.083	6.19	0.166	11%	
	Alumni Pl	plug	N2			433.12	426.12	426.12		7.00						replace plug w/ manhole
58152	M26	Rehab		8	7.5	159	429.12	420.12	175	9.00	3.43%	0.007	1.45	0.014	6%	
58149	M27	Rehab		8	8	157	421.90	389.90	133	32.00	22.72%	0.021	3.92	0.043	6%	
	Sarantac St	plug	N3			472.63	465.63	465.63		7.00						replace plug w/ manhole
62937	M28	Rehab		8	7.5	240	475.83	464.83	200	11.00	0.40%	0.002	0.48	0.004	6%	
58235	M29	Rehab		8	7.5	238	464.12	453.12	355	11.00	3.30%	0.004	1.21	0.008	5%	
58234	M30	Rehab		8	7.5	239	462.33	452.33	40	10.00	1.98%	0.035	1.96	0.070	15%	
58233	M31	Rehab		8	7.5	229	455.92	448.92	103	7.00	3.31%	0.075	2.96	0.151	19%	
58226	M32	Rehab		8	7.5	228	452.12	440.12	241	12.00	3.65%	0.082	3.14	0.165	20%	
58225	M33	Replace		8	8	202	448.56	436.56	334	12.00	1.07%	0.117	2.24	0.234	29%	can be rehabilitated
58201	M34	Replace		8	12	201	454.30	435.30	316	19.00	0.40%	0.447	2.23	0.894	44%	upsized to 12-in to reduce d/D; Can't increase slope on M34 & M33 unless additional main (58180) is replaced
58200	M35	Replace		8	12	200	450.92	433.92	320	17.00	0.43%	0.453	2.30	0.906	43%	upsized to 12-in to reduce d/D
58187	M36	Replace		8	12	257	442.73	433.73	72	13.25	6.17%	0.474	5.99	0.947	22%	upsized to 12-in to reduce d/D; adjust I.E. to increase slope; possible realignment to Saranac St
58186	M37	Replace		8	12	256	414.68	399.68	372	15.00	8.01%	0.478	6.58	0.955	21%	upsized to 12-in; adjust I.E.s; possible realignment to Saranac St
58185	M38	Replace		8	12	172	389.29	383.29	240	4.00	6.00%	0.482	5.96	0.964	22%	upsized to 12-in; adjust I.E.s to help main 58155
58154	M39	Replace		8	12	171	400.10	383.10	45	15.67	1.91%	0.482	3.98	0.964	30%	upsized to 12-in; adjust I.E.s to help main 58155
	Manchester Rd	plug	N4			475.34	466.34	466.34		9.00						replace plug w/ manhole
58236	M40	Rehab		8	7.5	242	473.56	464.56	180	9.00	0.99%	0.004	0.79	0.008	6%	
58238	M41	Rehab		8	7.5	246	472.10	463.10	360	9.00	0.41%	0.015	0.87	0.029	14%	
58240	Mandalay Rd	Rehab		8	7.5	245	462.00	456.00	355	6.00	2.00%	0.018	1.62	0.037	11%	
58239	M43	Rehab		8	7.5	243	462.56	454.56	361	8.00	0.40%	0.027	1.03	0.054	20%	
58237	M44	Rehab		8	7.5	238	464.12	453.12	360	11.00	0.40%	0.031	1.08	0.062	21%	
	Barbara Ann Pl			221		456.82	450.82	450.82		6.00						
58221	M45	Replace		8	8	224	453.10	447.10	233	6.00	1.60%	0.007	1.09	0.013	7%	
58220	M46	Replace		8	8	225	447.52	442.52	141	4.00	2.54%	0.008	1.36	0.016	7%	adjust I.E.s to help main 58222
58222	M47	Replace		8	8	226	446.92	441.92	132	4.75	1.02%	0.009	1.01	0.017	8%	adjust I.E.s to increase slope
58223	M48	Replace		8	8	227	448.02	441.02	213	7.00	0.54%	0.023	1.09	0.046	15%	adjust I.E.s to increase slope
58224	M49	Replace		8	8	228	452.12	440.12	227	12.00	0.40%	0.030	1.06	0.060	19%	
	Bocaw Pl			219		446.92	443.92	443.92		3.00						
58216	M50	Replace		8	8	223	445.84	442.84	270	3.00	0.40%	0.005	0.63	0.011	8%	from Rehab to Replace for consistency
58219	M51	Replace		8	8	226	446.92	441.92	230	4.75	0.29%	0.009	0.66	0.018	11%	adjust I.E. to help main 58222
	68th St			578		445.62	439.62	439.62		6.00						
58204	M52	Rehab		8	7.5	203	446.89	438.89	185	8.00	0.39%	0.025	1.01	0.050	19%	
58203	M53	Rehab		8	7.5	202	448.56	436.56	350	12.00	0.67%	0.029	1.27	0.058	18%	
	Alley to 68th St			231		464.62	456.62	456.62		8.00						

FSN#	Pipe No.	Alignment	MH	Exist Pipe Diameter (in)	Pipe Diameter (in)	Rim Elev (ft)	EX IE (ft)	PROPOSED IE (ft)	Pipe Length (ft)	Depth (ft)	Slope	Dry Weather Flow Q(cfs)	Dry Weather Velocity (fps)	Wet Weather Flow Q(cfs)	Wet Weather d/D (%)	Prelim Comments
58247	M103	Rehab	217	8	7.5	449.45	443.45	443.45	200	6.00	0.86%	0.005	0.82	0.010	7%	Replacement? Lowering MH#218 by 9" & MH#213 by 1' works
	Bocaw Pl		218			447.72	441.72	441.72		6.00						
58215	M104	Rehab	213	8	7.5	446.42	440.42	440.42	112	6.00	1.16%	0.010	1.11	0.020	9%	
58214	M105	Rehab	411	8	7.5	442.22	436.22	436.22	135	6.00	3.11%	0.013	1.70	0.026	8%	
57921	M106	Rehab	412	8	7.5	442.22	436.22	436.22	187	6.00	5.40%	0.057	3.22	0.113	15%	
	Bocaw Pl to Alvarado Rd		412			433.12	426.12	426.12		7.00						
57920	M107	Rehab	413	8	7.5	407.95	400.95	400.95	168	7.00	14.98%	0.057	4.60	0.113	12%	
57919	M108	Rehab	414	8	7.5	373.01	362.01	362.01	44	11.00	88.50%	0.057	8.54	0.113	8%	
57918	M109	Rehab	415	8	7.5	368.62	357.62	357.62	91	11.00	4.82%	0.057	3.10	0.113	15%	
			416			369.88	355.88	355.88		14.00						
57916	M110	Rehab	417	8	7.5	370.27	353.27	353.27	33	17.00	7.91%	0.112	4.52	0.224	19%	
	Reservoir Dr		N16			351.50		343.50		8.00						New manhole
58243	M111	New		8	8			349.47		8.00	1.21%	0.066	1.98	0.131	21%	New parallel mains to be added for lateral connection
			N17					341.47								New manhole
58242	M112	New		8	8			349.86	340.86	10	1.10%	0.066	1.91	0.131	22%	
			385													
58218	A1	Abandon	Plug	8					205							
			225													
			Plug													
58189	A2	Abandon	Plug	8					190							
			200													

APPENDIX G

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix G

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

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

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

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

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

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

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

Location and nature of defects:

1. _____
2. _____
3. _____

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

1. _____
2. _____
3. _____

Date's City Laboratory representative was present:

1. _____
2. _____
3. _____

Verified the following:

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

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX H

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

Project Name:		WBS No.:		Watershed No.	
Qualified Person Conducting Tests:		signature			

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

Event #1												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes <small>Report exceedence to RE & complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start End Date: Time: Date: Time:	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU				20 NTU= Exceedence 225 NTU= Exceedence for Ocean		
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Erosion Controls									
			Sediment Controls		pH	Unit			Range 6.5 to 8.5			

Event #2												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes <small>Report exceedence to RE & complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start End Date: Time: Date: Time:	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU				20 NTU= Exceedence 225 NTU= Exceedence for Ocean		
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Erosion Controls									
			Sediment Controls		pH	Unit			Range 6.5 to 8.5			

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Event #2	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email
TSW	3 days prior to all discharges	SWPPP@SanDiego.gov
PUD	3 days prior to all discharges	CompReports@SanDiego.gov Rdavenport@SanDiego.gov
San Diego Water Board	3 days prior to Large Volume discharges	SanDiego@WaterBoards.ca.gov Ben.Neill@WaterBoards.ca.gov
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: Joseph.Palmer@SDCounty.ca.gov Dominique.Edwards@SDCounty.ca.gov
	3 days prior if enter county MS4 or unincorporated County	WPP: Nicholas.DeValle@SDCounty.ca.gov LUEG.Watersheds@sdcounty.ca.gov

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean 100 NTU for wells
pH	Field Measure	6.5 - 8.5

APPENDIX I
DISCHARGE POINTS AND FLOW DATA

DISCHARGE TABLE - College East Improv 1

STREET NAME	MH ID NO.	FSN	MAX FLOW RATE (GPM)
Reservoir Dr	L16S384	124351	45
Reservoir Dr	L16S385	124352	45
Reservoir Dr	L16S386	124353	45
Reservoir Dr	L16S387	124354	45
Reservoir Dr	L16S388	124355	45
Reservoir Dr	L17S179	124634	45
Reservoir Dr	L17S178	124633	45
Reservoir Dr	L17S177	124632	45
Reservoir Dr	L17S176	124631	45
Reservoir Dr	L17S175	124630	45
Reservoir Dr	L17S174	124629	45
Reservoir Dr	L17S173	124628	45
Reservoir Dr	L17S171	124626	45
Reservoir Dr	L17S157	124614	45
Reservoir Dr	L17S154	124612	45
Reservoir Lane	L17S186	124641	45
Private Driveway	L17S153	124611	45
Private Driveway	L17S267	124715	45
Private Driveway	L17S269	124717	45
Private Driveway	L17S485	124907	45
Private Driveway	L17S549	124913	45
Private Driveway	L17S268	124716	45
Alley north west of El Cajon Blvd between Aragon Dr and Pearson Dr	L17S272	124720	45
Alley north west of El Cajon Blvd between Aragon Dr and Pearson Dr	L17S271	124719	45
Alley north west of El Cajon Blvd between Aragon Dr and Pearson Dr	L17S270	124718	45
Alley north west of El Cajon Blvd between Aragon Dr and Pearson Dr	L17S472	124895	45
Alley north west of El Cajon Blvd between Aragon Dr and Pearson Dr	L17S473	124896	45
Leo St	L17S516	124910	45
Leo St	L17S147	124606	45
Leo St	L17S146	124605	45
Leo St	L17S145	124604	45
Roxy Ln	L17S142	124601	45
Roxy Ln	L17S143	124602	45
Roxy Ln	L17S166	124622	45
Alummi Pl	L17S144	124603	45
Alummi Pl	L17S165	124621	45
Alummi Pl	L17S160	124617	45
Alummi Pl	L17S159	124616	45
Private Driveway	L17S167	124623	45

STREET NAME	MH ID NO.	FSN	MAX FLOW RATE (GPM)
Private Driveway	L17S169	124624	45
Private Driveway off Reservoir Dr.	L17S256	124705	45
Private Driveway off Reservoir Dr.	L17S172	124627	45
Saranac St	L17S191	124646	45
Saranac St	L17S192	124647	45
Saranac St	L17S194	124648	45
Saranac St	L17S257	124706	45
Saranac St	L17S200	124654	45
Saranac St	L17S201	124655	45
Saranac St	L17S202	124656	45
Saranac St	L17S228	124681	45
Saranac St	L17S229	124682	45
Saranac St	L17S239	124691	45
Saranac St	L17S238	124690	45
Saranac St	L17S240	124692	45
Saranac St	L17S11	129341	45
67th Street	L17S187	124642	45
67th Street	L17S200	124654	45
67th Street	L17S259	124708	45
67th Street	L17S185	124640	45
68th Street	L17S578	124919	45
68th Street	L17S203	124657	45
68th Street	L17S202	124656	45
68th Street	L17S198	124652	45
69th Street	L17S251	124702	250
69th Street	L17S250	124701	45
69th Street	L17S245	124696	45
69th Street	L17S243	124695	45
Alley north of El Cajon Blvd between 68th Street and 69th Street	L17S599	5580931	45
Alley north of El Cajon Blvd between 68th Street and 69th Street	L17S230	124683	45
Richard Street	L17S183	124638	45
Richard Street	L17S182	124637	45
Richard Street	L17S184	124639	45
Lenore Dr	L17S181	124636	45
Lenore Dr	L17S180	124635	45
Lenore Dr	L16S391	124358	45
Lenore Dr	L16S390	124357	45
Julie St	L16S392	124359	45
Julie St	L16S393	124360	45
Julie St	L16S409	124372	45
Cleo St	L16S396	124363	45
Cleo St	L16S395	124362	45

STREET NAME	MH ID NO.	FSN	MAX FLOW RATE (GPM)
Cleo St	L16S394	124361	45
Judson Way	L16S408	124371	45
Judson Way	L17S212	124666	45
Judson Way	L17S211	124666	45
Judson Way	L17S210	124666	45
Judson Way	L17S209	124663	45
Lambert Lane	L17S208	124662	45
Lambert Lane	L17S206	124660	45
Lambert Lane	L17S207	124661	45
Lambert Way	L17S204	124658	45
Lambert Way	L17S205	124659	45
Bocaw Place	L17S227	33834	45
Bocaw Place	L17S226	124679	45
Bocaw Place	L17S225	124678	45
Bocaw Place	L17S223	124676	45
Bocaw Place	L17S219	124672	45
Bocaw Place	L17S218	124671	330
Bocaw Place	L17S213	124667	330
Bocaw Place	L16S411	124374	330
Bocaw Place	L16S412	124375	330
Place	L16S413	124376	330
Private Parcel between Alvarado Rd and Bocaw Place	L16S414	124377	330
Private Parcel between Alvarado Rd and Bocaw Place	L16S415	124378	330
Private Parcel between Alvarado Rd and Bocaw Place	L17S416	124379	45
Julie St.	L17S410	57922	45
Julie St.	L17S214	124668	330
Julie St.	L17S252	124703	220
Richard St	L17S217	124670	330
Richard St	L17S215	124669	45
Manchester Rd.	L17S241	124693	45
Manchester Rd.	L17S242	124694	45
Manchester Rd.	L17S246	124697	45
Mandalay Place	L17S249	58243	45
Mandalay Place	L17S248	124699	45
Mandalay Place	L17S247	124698	220

APPENDIX J
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 _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

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

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

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

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

REHABILITATION DATA COLLECTION – SAMPLE SEWER MAINS DATA TEMPLATE

APPENDIX L
SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY



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

To contact the City of San Diego:  Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

 This information is available in alternative formats upon request.

College East Improv 1
K-24-2144-DB1-3-B

To contact the City of San Diego:  Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

 This information is available in alternative formats upon request.

APPENDIX M

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

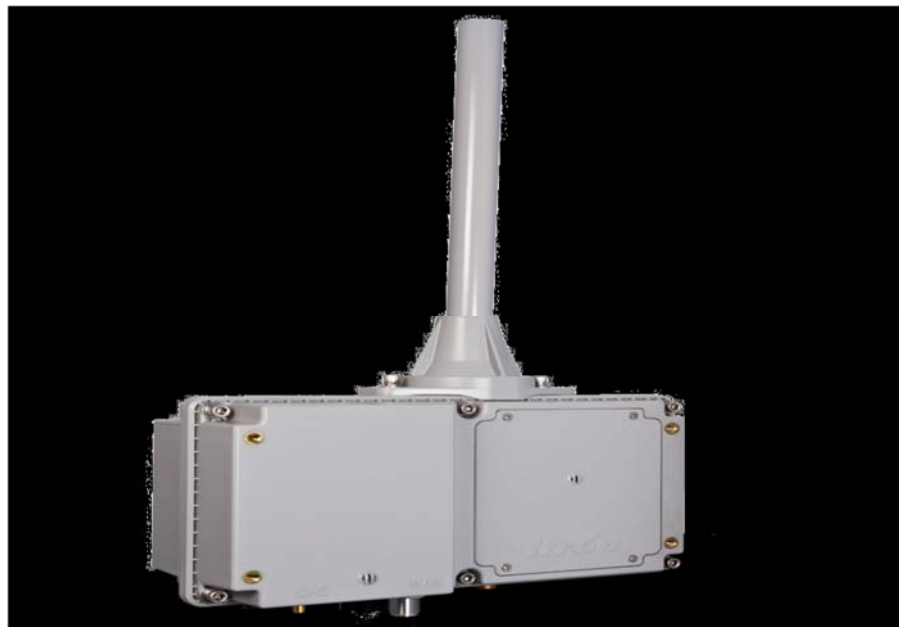


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



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

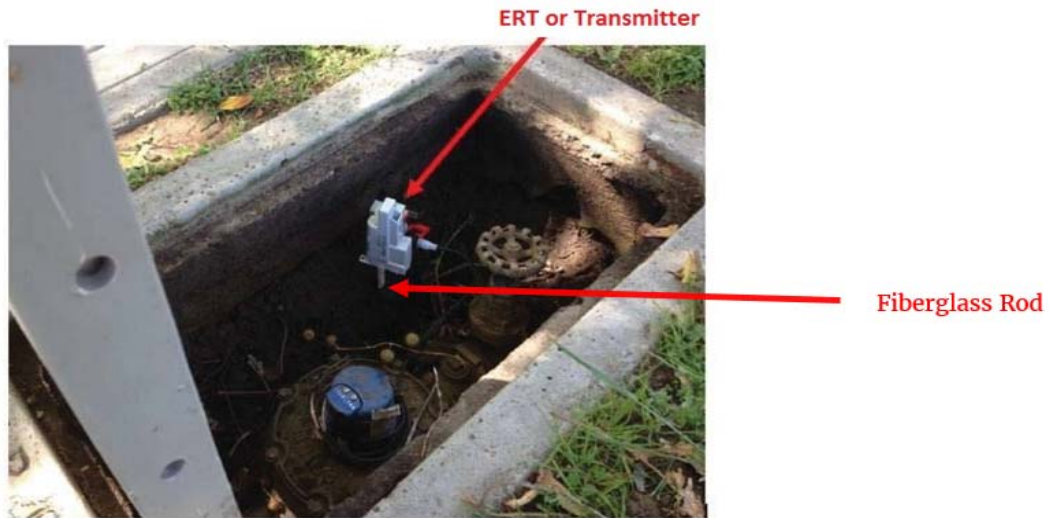


Photo 6 below is an example of disturbance that shall be avoided:

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 (CARB)

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

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP – Pass / Fail

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

2. Summary of Proposal (5 Points Max)

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

3. Project Team (5 Points Max)

- 3.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:

- 3.1.1. Civil

- 3.1.2. Environmental

4. Technical Approach and Design Concept (35 Points Max)

- 4.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.

The following elements shall be included in this Technical Proposal:

- 4.1.1. The City will recommend the lowest adjusted proposal for contract award per scope shown in Attachment 'A' and the requirements of this contract. The Work and Services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction, of the Project, as described in Attachment 'A'.
- 4.1.2. The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Proposer. The Proposers will be notified in writing of the City's final decision.

- 4.1.3. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 90%, 100%, and Final Design) and proposed durations.
- 4.1.4. Technical Approach to provide the most efficient and cost-effective solution
- 4.1.5. Water & Sewer highlining plan
- 4.1.6. Phasing of design and construction work
- 4.1.7. Permits - the Design-Builder shall identify what permits are required and what is the proposed plan/timeline to obtain the required permit(s).
- 4.1.8. Traffic Control Approach – The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
- 4.1.9. Storm Water Pollution Control Best Management Practices
- 4.1.10. Quality Assurance/Quality Control Plan (QA/QC Plan) – The Design-Builder shall submit a QA/QC Plan specifically developed for this project.

5. Construction Plan (25 Points Max)

- 5.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 5.1.1. Identify Challenges/Issues – Identify the largest challenges associated with this Project and describe how your team has overcome similar challenges on previous project your team has successfully completed.
 - 5.1.2. Construction approach and methods
 - 5.1.3. Plan for operation of facility during construction
 - 5.1.4. Plan for phasing of construction activities
 - 5.1.5. General plan for functional testing and start-up.
 - 5.1.6. Proposed safety program
 - 5.1.7. Proposed emergency response plan.
 - 5.1.8. Proposed construction schedule.
 - 5.1.9. Traffic Control Management
 - 5.1.10. Community Impact/Outreach -Describe your efforts to minimize impacts to businesses and residents and how you will coordinate construction in their community. Refer to Attachment A – Section 32.4.
 - 5.1.10.1. Community Outreach and Public Relations Program - The Design-Builder shall describe its general approach to building

relations between the Design-Builder and the community, including how the Design-Builder will provide effective public information and respond to public concerns.

5.1.10.2. Construction mitigation plan to minimize impacts to local businesses and residents.(i.e. impacts business access and parking).

6. Equal Opportunity Contracting Program (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.		

7. Reference Checks (5 Points Max)

7.1 At least 2 References

TOTAL POINTS: 100

8. Review of Technical Proposal

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

8.2. The City reserves the right to schedule interviews with any Design-Builder to ask questions about or to seek clarifications on their proposal.

9. Final Selection Based On Adjusted Low Proposal

9.1. 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.

9.2. 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.

9.3. 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 FORMS

PRICE PROPOSAL FORMS

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

Item No.	NAICS Code	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1.	524126	Bonds (Payment and Performance) (Water)	1		LS	 	\$ 35,000. ⁰⁰
2.	541330	Engineering and Design Services (Water)	1	D	LS	 	\$ 265,000. ⁰⁰
3.	237110	Construction (Water)	1		LS	 	\$5,040,000. ⁰⁰
4.		City Contingency (EOC Type II) (Water)	1		AL	 	\$375,000.00
5.	541330	WPCP Development (Water)	1	D	LS	 	\$ 500. ⁰⁰
6.	237310	WPCP Implementation (Water)	1		LS	 	\$ 60,000. ⁰⁰
7.	524126	Bonds (Payment and Performance) (Sewer)	1		LS	 	\$ 27,500. ⁰⁰
8.	541330	Engineering and Design Services (Sewer)	1	D	LS	 	\$ 143,000. ⁰⁰
9.	237110	Construction (Sewer)	1		LS	 	\$4,588,500. ⁰⁰
10.		City Contingency (EOC Type II) (Sewer)	1		AL	 	\$375,000.00
11.	541330	WPCP Development (Sewer)	1		LS	 	\$ 500. ⁰⁰

12.	237310	WPCP Implementation (Sewer)	1		LS	 	\$ 40,000. ⁰⁰
13.	237310	Point Repair for Existing Sewer Main	1		AL	 	\$50,000.00
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 through 13), inclusive							\$ 1,000,000. ⁰⁰

* Design Element (For City Use)

Total Price for Design-Build Proposal, (items 1 through 13, inclusive) amount written in words:

ELEVEN MILLION DOLLARS AND NO CENTS

Design-Builder: KTA CONSTRUCTION, INC.

Title: PAUL M. HENDERSON, CEO

Signature: 

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

PAUL M. HENDERSON, CEO

KENNY ANDERSON, PRESIDENT

ADAM OGDEN, VICE PRESIDENT

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

NOTES:

- A. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- B. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- C. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- D. 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.
- E. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: <u>Easy Flow, LLC</u> Address: <u>12530 Stowe Dr.</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>909-908-7300</u> Email: <u>adam@trenchless rehab.com</u>	Constructor	1000010925	CA 960845	Sewer Lateral Rehab	\$1,449,544.00	SLBE	CITY	
Name: <u>YBS Construction Engineering</u> Address: <u>1205 S. 43rd St.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92113</u> Phone: <u>619-726-7317</u> Email: <u>office@ybsconcrete.com</u>	Constructor	1000641763	CA 885270	Concrete Flatowrk and Trucking	\$444,000.00	SLBE	CITY	

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

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: <u>Zebtron Contracting</u> Address: <u>PO Box 2874</u> City: <u>Newport Beach</u> State: <u>CA</u> Zip: <u>92659</u> Phone: <u>714-632-6690</u> Email: <u>nathan@zebron.com</u>	Constructor	1000004993	CA 855170	Manhole Rehab	\$228,030.00			
Name: <u>J&S Asphalt</u> Address: <u>12064 Woodside Ave.</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>90240</u> Phone: <u>619-528-0593</u> Email: <u>tyler@jandsasphalt.com</u>	Constructor	1000805144	CA 1078473	Asphalt Paving	\$319,125.35	SLBE	CITY	

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

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: Southwest Pipeline & Trenchless Corp. Address: 22118 South Vermont Ave. City: Torrance State: CA Zip: 90502 Phone: 310-329-8717 Email: rbolger@swpipeline.com	Constructor	1000002176	CA 773862	Pipe Rehab	\$1,426,226.00			
Name: McGrath Consulting Address: PO Box 2488 City: El Cajon State: CA Zip: 92021 Phone: 619-443-3811 Email: MWM@mcswwpp.com	Designer	1000037165	N/A	WPCP	\$2,500.00	ELBE	CITY	

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

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: <u>Two Rivers Strategies</u> Address: <u>9820 Alto Dr.</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91941</u> Phone: <u>619-726-2179</u> Email: <u>reema@tworiverspr.com</u>	Designer (service provider)	1000871377	N/A	Community Liaison	\$36,000.00	ELBE	CITY	
Name: <u>Statewide Stripes, Inc.</u> Address: <u>PO Box 600710</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92160</u> Phone: <u>858-560-6887</u> Email: <u>sean@statewidestripes.com</u>	Constructor	1000001334	CA 788286	Striping	\$47,500.00			

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

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: <u>Piperin Corporation</u> Address: <u>510 Venture St</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-305-7248</u> Email: <u>craig@piperincorp.com</u>	Constructor	1000000485	CA 964028	Manholes	\$292,000.00	SLBE	CITY	
Name: <u>Nasland Engineering</u> Address: <u>4740 Ruffner Rd.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92111</u> Phone: <u>858-292-7770</u> Email: <u>jarrettl@nasland.com</u>	designer	1000009671	N/A	Design	\$356,044.00			

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

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

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

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

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

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

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
Name: <u>Allied Geotechnical Engineers, Inc.</u> Address: <u>9500 Cuyamaca St. STE 102</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>92071</u> Phone: <u>619-449-5900</u> Email: <u>s_sutanto@alliedgeo.org</u>	Designer (geotech)	1000009383	N/A	Geotechnical Engineer	\$32,853.00	SLBE	CITY	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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

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

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST
TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Chapter 10 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIAL OR SUPPLIES	DIR Registration Number	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

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

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

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

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

ATTACHMENT I
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 27th day of January, 2024, by and between The City of San Diego [City], a municipal corporation, and KTA Construction, Inc. [Design-Builder], for the purpose of designing and constructing the College East Improv 1 (Project), in the amount of **Eleven Million Dollars (\$11,000,000)** which is comprised of the Base Proposal, consisting of an amount not to exceed **\$5,510,500** for Phase I and **\$5,489,500** for Phase II.

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-24-2144-DB1-3-B**, for **College East Improv 1**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City wishes to construct this Project on a Phase- Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Design-Builder cannot begin, nor is the City financially liable for additional Phases, unless and until Design-Builder is issued a Notice to Proceed for each additional Phase by the City.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

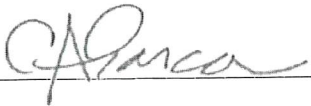
- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.

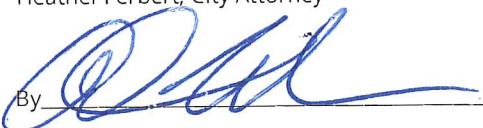
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2021 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2021 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Heather Ferbert, City Attorney
By 

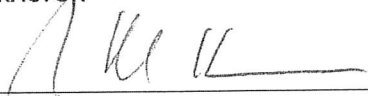
Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Print Name: ADAM WARDEN
Deputy City Attorney

Date: January 17, 2025

Date: 1/27/25

CONTRACTOR

By 

Print Name: Paul M. Henderson

Title: CEO/CFO

Date: 10/17/2024

City of San Diego License No.: B1995007394

State Contractor's License No.: 398284

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

KTA Construction, Inc., a corporation, as principal, and Atlantic Specialty Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Eleven Million Dollars and Zero Cents (\$11,000,000.00)** for the faithful performance of the annexed contract, and in the sum of **Eleven Million Dollars and Zero Cents (\$11,000,000.00)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

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

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

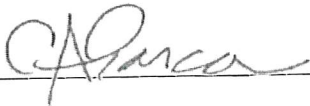
The Surety shall not utilize the Principal in completing the Improvements and work specified in the Agreement in the event the City terminates the Principal for default.

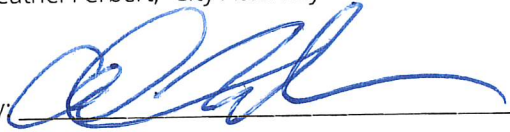
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By: 

By: 

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

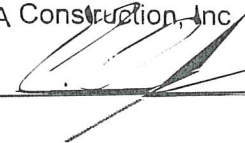
Print Name: ADAM WADDELL
Deputy City Attorney


Date: January 17, 2025

Date: 1/27/25

CONTRACTOR
KTA Construction, Inc

SURETY
Atlantic Specialty Insurance Company

By: 

By: 
Attorney-In-Fact

Print Name: ADAM OGDEN

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

Date: 10/9/24

Date: October 8, 2024

605 Highway 169 North, Suite 800, Plymouth, MN 55441
Local Address of Surety

(952) 852-2431
Local Phone Number of Surety

\$67,250.00 SUBJECT TO ADJUSTMENT BASED
ON FINAL CONTRACT PRICE
Premium

800041229
Bond Number



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

On October 8, 2024 before me, Maria Guise, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Maria Guise*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Surety Company

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: James D. Castle, Lawrence F. McMahon, Maria Vhanneza Guise, Janice Martin, Sarah Myers, John R. Qualin, Tara Bacon, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

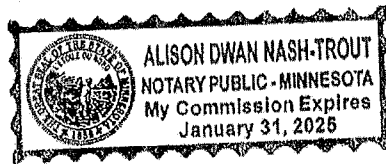
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By [Signature]
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



[Signature]
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of October, 2024.



[Signature]
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

CALIFORNIA ALL PURPOSE 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 Oct 9, 2024 before me, Brin Ragsdale Notary Public,
Date (here insert name and title of the officer)

personally appeared Adam Ogden

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: *Brin Ragsdale* (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____

Number of Pages: _____

Document Date: _____ Other: College East Improv 1 Bond

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: KTA Construction, Inc.

Certified By Paul M. Henderson Title CEO/CFO
 Name
 Signature Date 8/19/2024

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
KTA Construction, Inc.			
Street Address	City	State	Zip
821 Tavern Rd.	Alpine	CA	91901
Contact Person, Title		Phone	Fax
Adam Ogden		(619) 562-9464	(619) 562-1685

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.

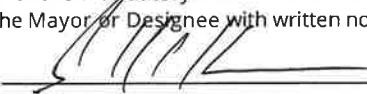
Name	Title/Position
Paul M. Henderson	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	Same
Interest in the transaction	
100% Ownership / Responsible for supervising preparation of the bids/proposals	

Name	Title/Position
Kennard Anderson	President
City and State of Residence	Employer (if different than Bidder/Proposer)
Alpine, CA	Same
Interest in the transaction	
0% Ownership / Assists with preparing bids/proposals and all other aspects of project management.	

* 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.

Paul M Henderson, CEO/CFO



8/19/2024

Print Name, Title

Signature

Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
KTA Construction, Inc.			
Street Address	City	State	Zip
821 Tavern Rd.	Alpine	CA	91901
Contact Person, Title		Phone	Fax
Adam Ogden		(619) 562-9464	(619) 562-1685

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.

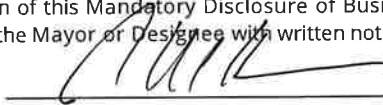
Name	Title/Position
Adam Ogden	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon	Same
Interest in the transaction	
0% Ownership / Assists with preparing bids/proposals and all other aspects of project management.	

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.

Paul M. Henderson, CEO/CFO



8/19/2024

Print Name, Title

Signature

Date

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

**DEBARMENT AND SUSPENSION CERTIFICATION
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 and contractors</i> who have been <i>debarred or 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> , <i>employee</i> , <i>agent</i> or <i>representative</i> 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
Paul M. Henderson	CEO/CFO
Kennard Anderson	President
Adam Ogden	Vice President

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: KTA Construction, Inc.

Certified By Paul M. Henderson Title CEO/CFO


Name _____ Date 8/19/2024

Signature

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

**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
STATEWIDE STRIPES	
DAVID ISRELANTE	CEO/ CFO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
TWO RIVERS STRATEGIES	
REEMA BOCCIA	PRESIDENT

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
MCGRATH CONSULTING	
MICHAEL MCGRATH	PRESIDENT

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
EASY FLOW LLC	
ADAM WILSON	OWNER

Contractor Name: KTA CONSTRUCTION, INC.

Certified By PAUL M. HENDERSON Title CEO

 Name
Date 8/20/24

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
YBS CONSTRUCTION ENGINEERING	
RUDY SANCHEZ	PRESIDENT
MARISSA SANCHEZ	VICE PRESIDENT

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
JES ASPHALT, INC.	
TYLER CLYDE	PRESIDENT / SECRETARY

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
SOUTHWEST PIPELINE & TRENCHING CORPORATION	
JUSTIN DUCHAMPEAU	PRESIDENT
ROBERT BOLGER	SECRETARY

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
ZEBRON CONTRACTING	
ROGER DECKER	CEO / CFO
TY KLINE	SECRETARY

Contractor Name: KTA CONSTRUCTION, INC.

Certified By PAUL M. HENDERSON Title CEO


 Name _____ Date 8/20/24
 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
PIPELINES CORP CRAIG BERRY	PRESIDENT / CO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
NASLAND ENGINEERING STEVEN D. NASLAND	PRINCIPAL
DON KERK NASLAND	PRINCIPAL
LARRY THOMBS ALISHA KNIGHT	DIRECTOR OF ENGINEERING CONTROLLER

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
ALLIED GEOTECHNICAL ENGINEERS TEANG J. LIEM	PRESIDENT
CERELTA LIEM	BOARD MEMBER
SAMSI SUTANTO	VICE PRESIDENT

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: KETA CONSTRUCTION, INC.

Certified By PAUL M. HENDERSON Title CEO

 Name _____ Date 8/20/24

Signature

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 **COLLEGE EAST IMPROV 1** Design-Build Contract.
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

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

Dated: August 19, 2024

The Design-Builder: KTA Construction, Inc.

By: 
(Signature)

Title: CEO/CFO

PROPOSAL

DESIGN-BUILDER'S GENERAL INFORMATION

To the City of San Diego:

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

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

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

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

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

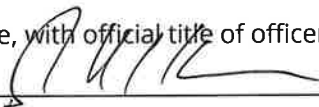
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted KTA Construction, Inc.

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



(Signature)

Paul M. Henderson

(Printed Name)

CEO/CFO

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 821 Tavern Rd.

(5) City and State Alpine, CA Zip Code 91901

(6) Telephone No. (619) 562-9464 Facsimile No. (619) 562-1685

(7) Email Address Adam@ktaconstruction.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A

LICENSE NO. 398284 EXPIRES Jan 31, 2025

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000008298

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): 95-3425247

E-Mail Address: Adam@ktaconstruction.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 CEO/CFO

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

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

(NOTARIAL SEAL)

SEE ATTACHED CA CERTIFICATE

CALIFORNIA ALL PURPOSE 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 Aug 19, 2024 before me , Brin Ragsdale Notary Public,
Date (here insert name and title of the officer)

personally appeared Paul M. Henderson

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)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: Design Build Proposal - City of San Diego

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

COLLEGE EAST IMPROV 1

RFP NO.: K-24-2144-DB1-3-B
SAP NO. (WBS/IO/CC): B-21028, B-21029
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 9
PROJECT TYPE: JA, KB

PROPOSALS DUE:

**2:00 PM
AUGUST 20, 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.**

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *July 24, 2024*
San Diego, California

RA/ED/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

COLLEGE EAST IMPROV 1

RFP NO.:	<u>K-24-2144-DB1-3-B</u>
SAP NO. (WBS/IO/CC):	<u>B-21028, B-21029</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>JA, KB</u>

PROPOSALS DUE:

2:00 PM


AUGUST 20, 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

08/06/2024
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. General Scope Clarification

The summary of work on page 5 of 233 of the RFP lists 6,717 linear feet of new water main (including appurtenances), and 13,747 linear feet of sewer rehabilitation (including rehabilitation of laterals and manholes). It does not mention, new sewer main installation, sewer main abandonment, replumbs, or new sewer manholes. However, the Location Map (page 171 of the RFP) includes the installation of new manholes, and the bridging documents (1. pre-design map, 12. Constraints Map and 13. CMP Map) include new sewer main installation, sewer main abandonment, replumbs, or new sewer manholes.

Question: Please confirm the scope description and clarify the maps provided in the bridging documents.

A1. Refer to updated 1. Pre-Design Map – Water - Addendum 2, 12. Prelim Constraints map - Addendum 2, 13. CMP Map- Addendum 2, 20. Sewer Modeling Map - Addendum 2. Please refer to Section D, item 4 of this Addendum. Appendix E, Location Map has been revised. Please see Section D, item 6 of this Addendum. Length of water main replacement is correct. Sewer rehabilitation has been updated to 13,181 LF to match FSN list. 14 new manholes are to be installed. The scope has been reduced from prior advertisements to exclude the new sewer main installation, abandonment, and replumbs. Please refer to Section D, item 1 of this Addendum.

Q2. Will the city be updating the bridging documents and or the location map in appendix E?

A2. Bridging Documents in Attachment A, Project Description, Scope of Work, and Bridging Documents, Section 43, Bridging Documents, pages 71 through 72 of the contract document have been updated, see Google link. Please refer to Section D, item 4 of this Addendum. Appendix E, Location Map has been revised. Please see Section D, item 6 of this Addendum.

Q3. Broken Links.

The following links do not work:

- 1.) Ca MUTCD 2014 (page 20 of 233)
- 2.) City of San Diego Technical Guidelines for Geotechnical Reports (page 70 of 233)

Question: Please provide a working link.

A3. 1.) Ca MUTCD 2014 (page 20 of 233)

<https://dot.ca.gov/programs/safety-programs/camutcd>

Please see Section D, item 3 of this Addendum.

- 2.) City of San Diego Technical Guidelines for Geotechnical Reports (page 70 of 233)

<https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/geoguidelines.pdf>

Q4. Submittal Review Time

On Page 48 of 233 of the RFP the city state it will return a copy of each submittal within 40 working days. However, on page 38 of 233 the RFP states that, "The Design-Builder shall allocate 30 Working Days for City to review and comment on each submittal."

Question: Are there separate review timelines for design submittals and construction submittals?

A4. Yes.

Q5. Point Repairs

On Page 144 and 145 of 233 the RFP states that point repairs "...shall be measured and paid for in the Bid Items for "Construction (Sewer)" and "Construction (Water)," however these bid items (page 215) are lump sum bid items not unit rate bid items. No video was provided showing the condition of the existing sewer pipe to be rehabilitated so it is difficult to estimate a specific number of point repairs.

Question: Please provide the number of point repairs to be included in our bid.

A5. Refer to Section D, item 5 of this Addendum for updated Section 500-4.7 Payment and Section D, item 8 of this Addendum for the updated Price Form.

Q6. SEWER SCOPE

The sewer modeling map and water predesign map shows proposed sewer main replace on Reservoir Dr. & between the apartments off Montezuma Rd., The RFP solicitation only shows the rehabilitation of 13,747 LF of sewer and no replace in place or new pipe per any methods.

Question: Can you please confirm no new sewer main by any methods is required for this project?

A6. Confirmed no new sewer.

Q7. Question: Will the city be updating the bridging documents?

A7. Yes. Refer to the updated bridging documents Section D, item 4 of this Addendum.

Q8. SEWER REPLUMBS

The sewer modeling map and water predesign map shows proposed sewer replumbs on different locations off main to be rehabilitated.

Question: Can you please confirm those are the correct locations and quantities?

A8. Sewer Replumbs are not a part of the scope. Refer to updated 1. Pre-Design Map – Water - Addendum 2, 20. Sewer Modeling Map - Addendum 2. Please refer to Section D, item 4 of this Addendum.

Q9. Curb Ramps

Question: Can the City provide the Access Law Design Compliance Memo for College East to identify which curb ramps need to be replaced?

A9. Refer to updated bridging documents for the Access Law Design Compliance Memo – Addendum 2. Please see Section D, item 4 of this Addendum.

Q10. Paving

Question: Can the City provide the OCI map for College East to identify the condition of the existing streets?

A10. Refer to <https://streets.sandiego.gov>

Q11. Technical Proposal

In attachment G of the RFP, in the Technical Approach Section, ten elements are required for the Technical Approach Section of the proposal. However, the first two elements describe how the city will judge the proposal instead of the content of the element to be included in the technical approach.

Question: Can this section be rewritten to clarify the required elements for the technical proposal?

A11. Required Elements are 4.1.3 through 4.1.10.

Q12. Can the City confirm if the Design-Builder is responsible preparing topographic mapping and all design surveying, including mapping of right of way and easements or does the City have any available survey information that can be provided?

A12. The City will turnover Survey DTM files of an aerial survey performed for the entire alignment, inclusive of right of way, and easements. Should the Design-Builder require additional survey to complete Final Design, the Design-Builder shall perform all additional survey needed to complete the design.

Q13. Section 2 – Scope of Work identifies services that do not appear to be applicable to the project based on the location and scope of the water replacement and sewer rehab work. Can the City confirm if services 2.11, 2.13, 2.14, and 2.15 are expected to be required?

A13. 2.11, 2.13, 2.14, and 2.15 are not required.

Q14. The water pre-design map shows sewer replacement work from previous bid package. Please confirm that work not included in the sewer rehabilitation exhibits has been deleted from the scope of the project.

- A14. Confirmed. New sewer work is not included.
- Q15. Please confirm that rehabilitation plans will be required for the sewer rehabilitation work.
- A15. Confirmed.
- Q16. Can the City please provide any available survey information for the project so that we can verify if there is any additional survey that will be required?
- A16. Please refer to Attachment A – Section 13. Surveying. A PDF of the Survey file is included, refer to Section D, item 4 of this Addendum. The City will provide all the prelim survey after Notice to Proceed has been issued. Any additional survey needed to complete the design and construction shall be the Design-Builder responsibility.
- Q17. Has the City obtained the replumb agreements? Will contractor be responsible for county recorder fees?
- A17. No replumb agreements are required in the scope.
- Q18. Has the City made initial contact with the homeowners that require replumbs?
- A18. No replumb agreements are required in the scope.
- Q19. Has a pre-design sewer calculation been conducted? If so, please provide. This will help determine manhole depths and pipe material required.
- A19. Appendix F has been revised. Please refer to Section D, item 7 of this Addendum.
- Q20. If the portion of sewer main is to be part of this project, will the manholes need to be replaced or rehab?
- A20. 14 new manholes are identified in the Sewer Rehabilitation Exhibits. All others within the rehabilitation scope shall be rehabilitated. Please see Section D, item 4 of this Addendum.
- Q21. If sewer main is no longer in the scope, will the installation of Manhole N16 and N17 be included and will the sewer main between the 2 manholes be included?

- A21. No. Refer to Sewer Rehabilitation Exhibits. Please see Section D, item 4 of this Addendum.
- Q22. A portion of the rehab work shows end of the line new manholes that extend 10' past the existing main. Are we extending the sewer main on these runs? Or are those suppose to be cleanouts?
- A22. There is an existing main leading to an end-of-line clean-out. The end-of-line clean-out shall be replaced with a manhole, and the existing main rehabilitated.
- Q23. Bridging document 21 sheet 2, is manhole 147 to be removed and replaced? Or rehab? And a new manhole to be installed 10' south from 147?
- A23. MH 147 to be rehabilitated, and new manhole to be installed 10' south of MH 147 to replace end-of-line clean-out.
- Q24. 20' west of manhole 143, there is a proposed manhole, is this to be a manhole or a end of line cleanout?
- A24. Replace end-of-line clean-out with proposed manhole 20' west of MH 143.
- Q25. Are cut in cleanouts on all laterals to be lined?
- A25. Yes.
- Q26. 6703 Saranac and 5033 67th Street has two sewer mains, which will these connect too?
- A26. Scope for these two addresses is not included in this RFP.
- Q27. Is there any storm drain replacement? Why were the CMP maps included?
- A27. No. CMP maps included to inform Design-Builder of existing CMP infrastructure in the vicinity of the project.
- Q28. On some of the rehab main, its being called out new manholes, why are these not being rehabbed?

A28. Proposed new manholes are for locations where existing plugs were identified to be replaced with new manholes and/or existing manholes have been found to be in a condition requiring replacement.

Q29. Notice of Exemption (NOE)

On page 41 of 233 of the RFP the first sentence in section "15. ENVIRONMENTAL AND PERMIT SUPPORT:" STATES "This Scope is based on the Notice of Exemption for College East Improv 1, which is included in the Bridging Documents." It appears that this document is included in Appendix A instead of the bridging documents.

Question: please confirm that the correct NOE is in Appendix A.

A29. Confirmed.

Q30. The CEQA Document

On page 41 of 233 of the RFP section 15.1, the RFP states:

"The Design-Builder shall incorporate mitigation provisions and DSD review requirements, including the certified CEQA document into the Construction Documents."

Question: Please confirm that the "CEQA document" in question is the Notice of Exemption included in appendix A. If "the CEQA document" is something else, please define it.

A30. Confirmed.

Q31: Question: Does this manhole need to be replaced or is this a typo?

A31: Typo. Please see Section D, item 6 of this Addendum.

Q32. If this manhole exists within a private backyard who will coordinate access with the homeowner?

A32. The manhole is not part of the Scope.

Q33. There does not appear to be enough room to move equipment along the side yard of the house, how should we access this area?

A33. The manhole is not part of the Scope.

Q34. The predesign map provided on the bridging documents shows a waterline to be replaced in place at Bocaw Pl. from Saranc St. to Richard St., and Barbara Ann Pl.

Question: Are these streets part of the scope for water replacement?

A34. No.

Q35. There are several as-builts missing for sewer and water.

Question: Is the city providing any more as-builts?

A35. No. Refer to Attachment A, Project Description, Scope of Work, and Bridging Documents, Section 2, Scope of Work, subitems 2.6 and 2.7 on page 35 of the contract document.

Q36. The paving conflict map provided on the bridging documents shows moratoriums for the AC resurfacing projects but nothing for the slurry seal group jobs.

Question: Is there any moratorium for the slurry group jobs in the area?

A36. No.

Q37. This project bids in a couple weeks and we have not received any answers to the RFIs

Is the city planning on postponing this bid?

A37. No.

c. CLARIFICATIONS

1. An Addendum 2 folder has been created for all revised Bridging Documents. Please refer to Section D, item 4 of this Addendum.

List of Revised Bridging Documents:

Pre-Design Map – Water – Addendum 2

Constraints Map – Addendum 2

CMP Map – Addendum 2

Sewer Modeling Map – Addendum 2

2. An Addendum 2 folder has been created for all added Bridging Documents. Please refer to Section D, item 4 of this Addendum.

List of added Bridging Documents:

Access Law Design Compliance Memo – Addendum 2

PDF Survey File – Addendum 2

D. CHANGES TO THE REQUEST FOR PROPOSALS

1. To REQUEST FOR PROPOSAL, **item 2, SUMMARY OF WORK**, page 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:

2. **SUMMARY OF WORK:** This is the City's solicitation process to acquire Design-Build services for a Design-Build project to replace approximately 6,717 linear feet (1.27 miles) of 4-, 6-, and 8-inch diameter Asphalt Concrete water mains with appropriately sized Polyvinyl Chloride (PVC) water mains via open trench or trenchless methods, including associated water services, fire hydrants, valves, water meters, and other appurtenances.

Rehabilitation of approximately 13,181 linear feet via trenchless construction methods, rehabilitate all sewer laterals, and manholes within the sewer main rehabilitation alignment. The scope also includes the installation of 14 new manholes.

Replacement of approximately 32 existing curb ramps with new Americans with Disabilities Act (ADA) compliant curb ramps; and street resurfacing and/or slurry seal, cross gutters, pedestrian push buttons, and striping. For additional information refer to Attachment A.

2. To REQUEST FOR PROPOSAL, **item 5, ESTIMATED PROJECT COST**, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

5. **ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$12,100,000.00**.

3. To REQUEST FOR PROPOSAL, INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS, Section 15, Additional Policies, Procedures, Terms, and Conditions, **sub-item 15.10, Reference Standards**, page 20, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

4. To ATTACHMENTS, Attachment A, PROJECT DESCRIPTION, SCOPE OF WORK, AND BRIDGING DOCUMENTS, Section 43, BRIDGING DOCUMENTS, **Subsection 43.1**, pages 71 through 72, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

<https://drive.google.com/drive/folders/1wycz68a8LBUYYP3QpkJKy2nAHREF2lh?usp=sharing>

1. Pre-Design Map – Water – Addendum 2
2. Hydraulic Water Modeling and Pipe Sizing Assessment Study

3. ADT- 68th St and Reservoir Dr
 4. FSN Lists (2)
 5. Sewer – As-Builts
 6. Storm Drain– As-Builts
 7. Water – As-Builts
 8. AT&T -Dry Utility Asbuilts
 9. COX -Dry Utility Asbuilts
 10. SDG&E -Dry Utility Asbuilts
 11. Paving Conflict Map
 12. Constraints Map – Addendum 2
 13. CMP Map – Addendum 2
 14. Traffic Control Plans (TCP) Approach Memo
 15. Pavement Core Results
 16. Street Preservation Ordinance
 17. Implementation of CBC Curb Ramp Requirements – 9/23/2022
 18. Curb Ramp Design Memo and Guidelines – 9/10/2020
 19. City Engineer Street Preservation Ordinance Memo 11.30.23
 20. Sewer Modeling Map – Addendum 2
 21. Sewer Rehab Exhibits
 22. Access Law Design Compliance Memo – Addendum 2
 23. PDF Survey File – Addendum 2
5. To ATTACHMENTS, Attachment E, SUPPLEMENTARY SPECIAL PROVISIONS, Section 500 – PIPELINE REHABILITATION, **Subsection 500-4.7, Payment**, page 144, **DELETE** in its entirety and **SUBSTITUTE** with the following:

500-4.7 Payment. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Any point repair work identified outside the scope of work included in Attachment A shall be approved by the Engineer and shall be measured and paid under the Allowance Bid Item for

“Point Repair for Existing Sewer Main”. Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill and restore pavement. See 500-1 General for permanent pavement restoration requirements.

6. To ATTACHMENTS, Attachment E, Appendices, **Appendix E, LOCATION MAP**, pages 170 and 171, **DELETE** in its entirety and **SUBSTITUTE** with pages 15 through 16 of this Addendum.
7. To ATTACHMENTS, Attachment E, Appendices, **Appendix F, PREDESIGN HYDRAULIC CALCULATIONS**, pages 172 through 175, **DELETE** in its entirety and **SUBSTITUTE** with pages 17 through 19 of this Addendum.
8. To ATTACHMENTS, **Attachment H, PRICE FORMS**, page 215, **DELETE** in its entirety and **SUBSTITUTE** with pages 20 through 21 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

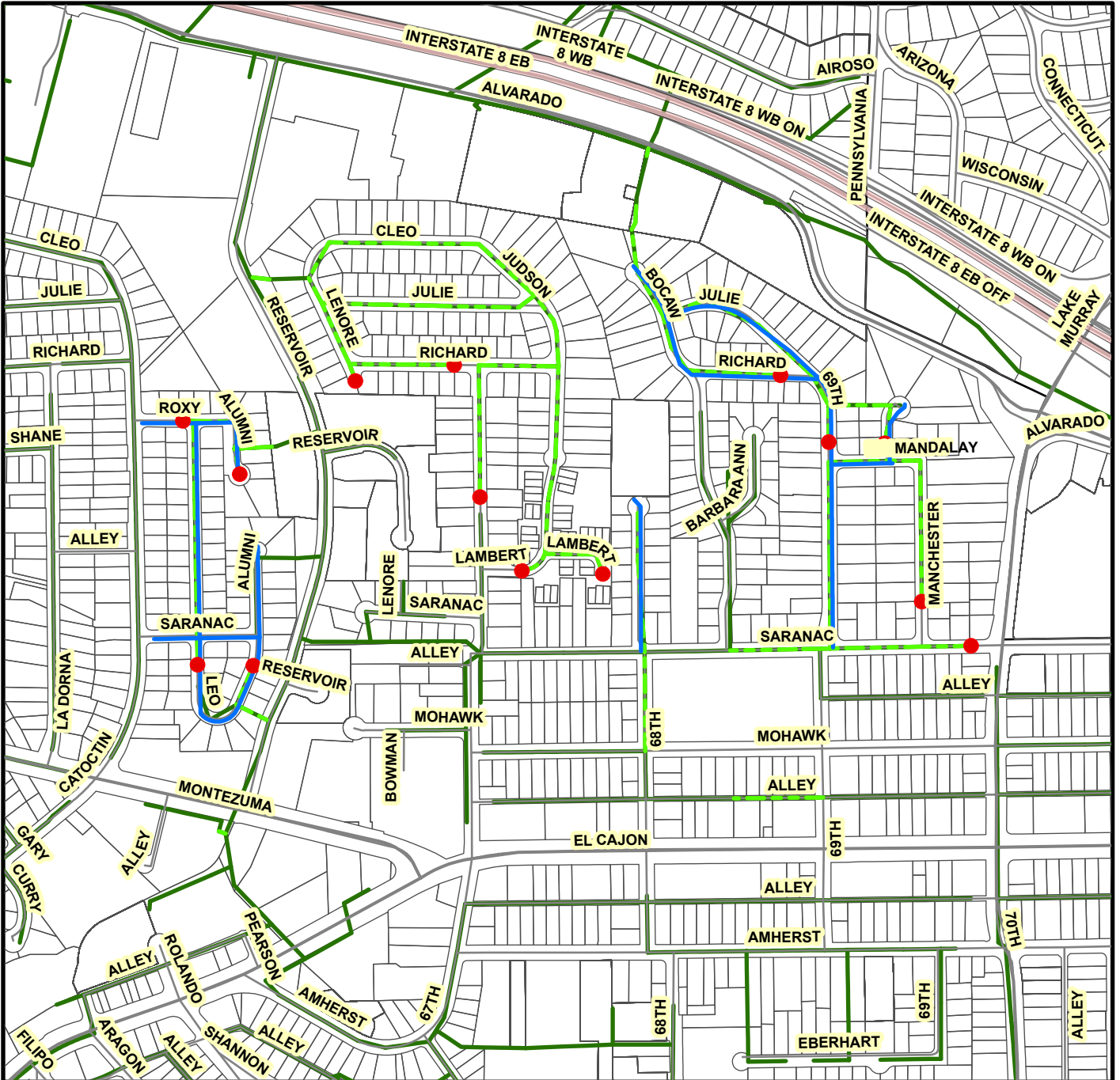
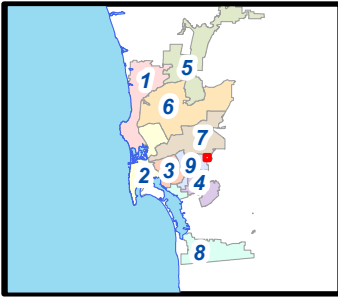
Dated: *August 8, 2024*
San Diego, California

RA/ED/rs

APPENDIX E
LOCATION MAP

COLLEGE EAST IMPROVEMENTS 1

SENIOR ENGINEER JANICE JARO 619-533-3851	PROJECT MANAGER JOSE LOPEZ 619-533-7461	PROJECT ENGINEER ANA LOPEZ 619-533-7418	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov
--	---	---	---



Legend

- Proposed New Manhole
- - - Proposed Sewer Main-Rehab
- Proposed Water Main-Replace



COMMUNITY NAME: COLLEGE AREA

COUNCIL DISTRICT: 9

WBS NO: B21028 (S)

Date: 8/7/2024



B21029 (W)

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY © to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY ©. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.

APPENDIX F
SEWER PREDESIGN HYDRAULIC CALCULATIONS

College East Improv 1 (S) Predesign Hydraulic Calculation

FSN#	Pipe No.	Alignment	MH	Exist Pipe Diameter (in)	Pipe Diameter (in)	Rim Elev (ft)	EX IE (ft)	PROPOSED IE (ft)	Pipe Length (ft)	Depth (ft)	Slope	Dry Weather Flow Q(cfs)	Dry Weather Velocity (fps)	Wet Weather Flow Q(cfs)	Wet Weather d/D (%)	Prelim Comments
	El Cajon/Montezuma		152			409.77	404.77	404.77		5.00						
58146	M25	Rehab	153	8	8	437.59	399.59	399.59	20	38.00	25.90%	0.083	6.19	0.166	11%	
	Alumni Pl		N2			433.12	426.12	426.12		7.00						replace plug w/ manhole
58152	M26	Rehab	159	8	7.5	429.12	420.12	420.12	175	9.00	3.43%	0.007	1.45	0.014	6%	
58149	M27	Rehab	157	8	8	421.90	389.90	389.90	133	32.00	22.72%	0.021	3.92	0.043	6%	
	Sarantac St		N3			472.63	465.63	465.63		7.00						replace plug w/ manhole
62937	M28	Rehab	240	8	7.5	475.83	464.83	464.83	200	11.00	0.40%	0.002	0.48	0.004	6%	
58235	M29	Rehab	238	8	7.5	464.12	453.12	453.12	355	11.00	3.30%	0.004	1.21	0.008	5%	
58234	M30	Rehab	239	8	7.5	462.33	452.33	452.33	40	10.00	1.98%	0.035	1.96	0.070	15%	
58233	M31	Rehab	229	8	7.5	455.92	448.92	448.92	103	7.00	3.31%	0.075	2.96	0.151	19%	
58226	M32	Rehab	228	8	7.5	452.12	440.12	440.12	241	12.00	3.65%	0.082	3.14	0.165	20%	
	Manchester Rd		N4			475.34	466.34	466.34		9.00						replace plug w/ manhole
58236	M40	Rehab	242	8	7.5	473.56	464.56	464.56	180	9.00	0.99%	0.004	0.79	0.008	6%	
58238	M41	Rehab	246	8	7.5	472.10	463.10	463.10	360	9.00	0.41%	0.015	0.87	0.029	14%	
	Mandalay Rd					472.10	463.10	463.10		9.00						
58240	M42	Rehab	245	8	7.5	462.00	456.00	456.00	355	6.00	2.00%	0.018	1.62	0.037	11%	
	69th St					462.00	456.00	456.00		6.00						
58239	M43	Rehab	243	8	7.5	462.56	454.56	454.56	361	8.00	0.40%	0.027	1.03	0.054	20%	
58237	M44	Rehab	238	8	7.5	464.12	453.12	453.12	360	11.00	0.40%	0.031	1.08	0.062	21%	
	68th St					445.62	439.62	439.62		6.00						
58204	M52	Rehab	203	8	7.5	446.89	438.89	438.89	185	8.00	0.39%	0.025	1.01	0.050	19%	
58203	M53	Rehab	202	8	7.5	448.56	436.56	436.56	350	12.00	0.67%	0.029	1.27	0.058	18%	
	Alley to 68th St					464.62	456.62	456.62		8.00						
58228	M54	Rehab	230	8	7.5	461.90	453.90	453.90	340	8.00	0.80%	0.190	2.35	0.380	45%	
	68th St					455.48	449.48	449.48		6.00						
58202	M55	Rehab	202	8	7.5	448.56	436.56	436.56	380	12.00	3.40%	0.370	4.76	0.740	44%	
	Leo St		N5			454.96	449.96	449.96		5.00						
58450	M59	Rehab	147	8	7.5	454.87	449.87	449.87	12	5.00	0.73%	0.002	0.62	0.005	5%	
58141	M60	Rehab	146	8	7.5	453.50	447.50	447.50	315	6.00	0.75%	0.013	1.04	0.026	12%	
58140	M61	Rehab	145	8	7.5	451.31	445.31	445.31	300	6.00	0.73%	0.026	1.27	0.052	17%	
58139	M62	Rehab	143	8	7.5	448.12	443.12	443.12	300	5.00	0.73%	0.039	1.44	0.079	20%	
	Roxy Ln		N6			451.79	446.21	446.21		5.58						
58138	M63	Rehab	143	8	7.5	448.12	443.12	443.12	52	5.00	5.94%	0.003	1.40	0.007	4%	
58162	M64	Rehab	166	8	7.5	429.87	424.87	424.87	114	5.00	10.14%	0.049	3.85	0.099	12%	
	Alumni Pl					429.87	424.87	424.87		5.00						
58163	M65	Rehab	144	8	7.5	432.11	424.11	424.11	76	9.00	0.67%	0.051	1.50	0.103	24%	
	Alumni Pl to Reservoir Dr					432.11	424.11	424.11		8.00						
58442	M66	Rehab	167	8	7.5	432.61	423.61	423.61	82	9.00	0.66%	0.065	1.60	0.130	27%	
58164	M67	Rehab	169	8	7.5	418.31	409.31	409.31	82	9.00	17.44%	0.065	5.06	0.130	12%	Main 58165 (D/S M67) is PVC in good condition
	Alumni Pl		N7			431.12	426.12	426.12		5.00						replace plug w/ manhole
58161	M68	Rehab	144	8	7.5	432.11	424.11	424.11	101	8.00	1.99%	0.010	1.33	0.019	8%	
	Lambert Ln		N8			452.73	445.86	445.86		6.87						replace plug w/ manhole
58207	M69	Rehab	206	8	7.5	447.05	437.05	437.05	125	10.00	7.05%	0.001	0.87	0.001	2%	
58208	M70	Rehab	208	8	7.5	441.19	436.19	436.19	215	5.00	0.40%	0.005	0.63	0.011	9%	
58209	M71	Rehab	209	8	7.5	439.50	435.50	435.50	157	4.00	0.44%	0.007	0.70	0.013	10%	
	Judson Wy					439.50	435.50	435.50		4.00						
58210	M72	Rehab	210	8	7.5	441.64	434.64	434.64	232	7.00	0.37%	0.015	0.85	0.030	15%	
58211	M73	Rehab	211	8	7.5	439.28	432.28	432.28	118	7.00	2.00%	0.017	1.57	0.033	11%	
58212	M74	Rehab	212	8	7.5	436.42	429.42	429.42	143	7.00	2.00%	0.040	2.05	0.080	16%	
58213	M75	Rehab	408	8	7.5	432.24	426.24	426.24	159	6.00	2.00%	0.044	2.12	0.089	17%	
57913	M76	Rehab	394	8	7.5	426.42	420.42	420.42	291	6.00	2.00%	0.058	2.30	0.117	19%	
	Cleo St					426.42	420.42	420.42		6.00						
57909	M77	Rehab	395	8	7.5	423.32	417.32	417.32	310	6.00	1.00%	0.066	1.86	0.131	24%	
57908	M78	Rehab	396	8	7.5	422.91	415.91	415.91	282	7.00	0.50%	0.073	1.50	0.145	30%	
	Lenore Dr					422.91	415.91	415.91		7.00						
57905	M79	Rehab	390	8	7.5	427.12	415.12	415.12	157	12.00	0.50%	0.077	1.53	0.154	31%	
	Lenore Dr to Reservoir Dr					412.12	407.12	407.12		5.00						
57903	M80	Rehab	389	8	7.5	412.12	407.12	407.12	75	13.00	59.49%	0.098	8.77	0.195	11%	Main 57904 (U/P M80) is lined in good condition
	Lambert Wy		N9			443.48	438.19	438.19		5.29						replace plug w/ manhole
58205	M81	Rehab	204	8	7.5	442.78	437.78	437.78	81	5.00	0.51%	0.001	0.35	0.001	3%	
58206	M82	Rehab	206	8	7.5	447.05	437.05	437.05	205	10.00	0.36%	0.003	0.50	0.005	7%	
	67th St		N10			452.12	445.12	445.12		7.00						replace plug w/ manhole
58178	M83	Rehab	185	8	7.5	450.08	443.08	443.08	155	7.00	1.32%	0.006	1.00	0.012	7%	
58177	M84	Rehab	184	8	7.5	447.35	441.35	441.35	350	6.00	0.49%	0.015	0.93	0.029	14%	Replacement to increase slope? Lowering MH#184 by 2' works
	Richard St					447.35	441.35	441.35		6.00						
58250	M85	Rehab	211	8	7.5	439.28	432.28	432.28	302	7.00	3.00%	0.020	1.91	0.039	10%	
	Julie St					437.37	431.37	431.37		6.00						
57911	M86	Rehab	409	8	7.5	432.05	427.05	427.05	332	5.00	1.30%	0.006	1.01	0.013	7%	
57912	M87	Rehab	408	8	7.5	432.24	426.24	426.24	62	6.00	1.31%	0.007	1.04	0.014	8%	
	Lenore Dr		N11			438.85	431.85	431.85		7.00						replace plug w/ manhole

College East Improv 1 (S) Predesign Hydraulic Calculation

FSN#	Pipe No.	Alignment	MH	Exist Pipe Diameter (in)	Pipe Diameter (in)	Rim Elev (ft)	EX IE (ft)	PROPOSED IE (ft)	Pipe Length (ft)	Depth (ft)	Slope	Dry Weather Flow Q(cfs)	Dry Weather Velocity (fps)	Wet Weather Flow Q(cfs)	Wet Weather d/D (%)	Prelim Comments
58174	M88	Rehab		8	7.5				73		1.00%	0.001	0.57	0.003	4%	
			180			438.12	431.12	431.12		7.00						
58173	M89	Rehab		8	7.5				263		3.00%	0.012	1.66	0.025	8%	
			391			430.23	423.23	423.23		7.00						
57906	M90	Rehab		8	7.5				75		10.81%	0.021	3.02	0.041	8%	
			390			427.12	415.12	415.12		12.00						
	Richard St	Plug	N12			446.72	440.72	440.72		6.00						replace plug w/ manhole
58176	M91	Rehab		8	7.5				135		2.40%	0.003	0.97	0.006	4%	
			182			444.48	437.48	437.48		7.00						
58175	M92	Rehab		8	7.5				265		2.40%	0.007	1.30	0.015	7%	
			180			438.12	431.12	431.12		7.00						
	Julie St		393			437.37	431.37	431.37		6.00						
57910	M93	Rehab		8	7.5				192		0.80%	0.003	0.67	0.006	6%	Replacement to increase slope? Lowering MH#392 by 1' works
			392			435.83	429.83	429.83		6.00						
57907	M94	Rehab		8	7.5				264		2.50%	0.006	1.27	0.013	6%	
			391			430.23	423.23	423.23		7.00						
	69th St	Plug	N13			461.09	455.09	455.09		6.00						replace plug w/ manhole
58241	M95	Rehab		8	7.5				139		4.30%	0.003	1.27	0.007	4%	
			251			457.11	449.11	449.11		8.00						
58245	M96	Rehab		8	7.5				131		4.60%	0.018	2.14	0.035	9%	
	Julie St		252			451.08	443.08	443.08		8.00						
58248	M97	Rehab		8	7.5				295		0.40%	0.023	0.99	0.046	18%	Replacement to increase slope? Raising MH#252 by 2' works
			214			448.90	441.90	441.90		7.00						
58249	M98	Rehab		8	7.5				208		1.00%	0.029	1.46	0.057	16%	
			410			447.82	439.82	439.82		8.00						
57922	M99	Rehab		8	7.5				180		2.00%	0.031	1.90	0.062	14%	
			411			442.22	436.22	436.22		6.00						
	69th St	Plug	N14			466.84	460.84	460.84		6.00						replace plug w/ manhole
58243	M100	Rehab		8	7.5				139		4.81%	0.002	1.03	0.003	3%	
			247			461.15	454.15	454.15		7.00						
58242	M101	Rehab		8	7.5				234		2.15%	0.009	1.36	0.019	8%	
			251			457.11	449.11	449.11		8.00						
	Richard St	Plug	N15			450.74	444.74	444.74		6.00						replace plug w/ manhole
58246	M102	Rehab		8	7.5				160		0.81%	0.003	0.65	0.005	5%	Replacement to increase slope? Lowering MH#217 by 0.35' works
			217			449.45	443.45	443.45		6.00						
58247	M103	Rehab		8	7.5				200		0.86%	0.005	0.82	0.010	7%	Replacement? Lowering MH#218 by 9" & MH#213 by 1' works
	Bocaw Pl		218			447.72	441.72	441.72		6.00						
58215	M104	Rehab		8	7.5				112		1.16%	0.010	1.11	0.020	9%	
			213			446.42	440.42	440.42		6.00						
58214	M105	Rehab		8	7.5				135		3.11%	0.013	1.70	0.026	8%	
			411			442.22	436.22	436.22		6.00						
57921	M106	Rehab		8	7.5				187		5.40%	0.057	3.22	0.113	15%	
	Bocaw Pl to Alvarado Rd		412			433.12	426.12	426.12		7.00						
57920	M107	Rehab		8	7.5				168		14.98%	0.057	4.60	0.113	12%	
			413			407.95	400.95	400.95		7.00						
57919	M108	Rehab		8	7.5				44		88.50%	0.057	8.54	0.113	8%	
			414			373.01	362.01	362.01		11.00						
57918	M109	Rehab		8	7.5				91		4.82%	0.057	3.10	0.113	15%	
			415			368.62	357.62	357.62		11.00						
			416			369.88	355.88	355.88		14.00						
57916	M110	Rehab		8	7.5				33		7.91%	0.112	4.52	0.224	19%	
			417			370.27	353.27	353.27		17.00						

PRICE PROPOSAL FORMS

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

Item No.	NAICS Code	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance) (Water)	1		LS	 	\$
2.	541330	Engineering and Design Services (Water)	1	D	LS	 	\$
3.	237110	Construction (Water)	1		LS	 	\$
4.		City Contingency (EOC Type II) (Water)	1		AL	 	\$375,000.00
5.	541330	WPCP Development (Water)	1	D	LS	 	\$
6.	237310	WPCP Implementation (Water)	1		LS	 	\$
7.	524126	Bonds (Payment and Performance) (Sewer)	1		LS	 	\$
8.	541330	Engineering and Design Services (Sewer)	1	D	LS	 	\$
9.	237110	Construction (Sewer)	1		LS	 	\$
10.		City Contingency (EOC Type II) (Sewer)	1		AL	 	\$375,000.00
11.	541330	WPCP Development (Sewer)	1		LS	 	\$

12.	237310	WPCP Implementation (Sewer)	1		LS		\$
13.	237310	Point Repair for Existing Sewer Main	1		AL		\$50,000.00
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 through13), inclusive							\$

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

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

COLLEGE EAST IMPROV 1

RFP NO.: K-24-2144-DB1-3-B
SAP NO. (WBS/IO/CC): B-21028, B-21029
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 9
PROJECT TYPE: JA, KB

PROPOSALS DUE:

**2:00 PM
AUGUST 20, 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. CHANGES TO THE REQUEST FOR PROPOSALS

1. To ATTACHMENTS, **Attachment H, PRICE FORMS**, page 216, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *August 16, 2024*
San Diego, California

RA/ED/na

Total Price for Design-Build Proposal, (items 1 through 13, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

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



TECHNICAL PROPOSAL

College East Improv 1

RFP K-24-2144-DB1-3-B

August 20, 2024

Prepared by:



Table of Contents

Identification of Proposers	3
Addenda to this RFP	4
1. Proposer Exceptions to this RFP	5
2. Subcontracting Participation Percentages	6
3. Summary of Proposal	7
4. Project Team	9
5. Technical Approach and Design Concept	18
6. Construction Plan	22
Appendix -	

Identification of Proposers

GENERAL CONTRACTOR

Legal name of company	KTA Construction, Inc.
Legal form of entity	California Corporation
Year of establishment of entity	1979
Parent company	KTA does not have a parent company
Address of main office	821 Tavern Road, Alpine, CA 91901
Address satellite office	N/A
Contact information	Mike Henderson, Owner/CEO, KTA Construction 821 Tavern Road, Alpine, CA 91901 (619) 562-9464 Mike@KTAConstruction.com
# of employees in SD County	61 Employees
City of SD Business License	License #B1995007391 Exp. July 31, 2025
State Contractor’s License No.	State of CA – Class A GC License #398284 Exp. January 31, 2025

DESIGNER

Legal name of company	Nasland Engineering
Legal form of entity	California Corporation
Year of establishment of entity	1959
Parent company	Nasland does not have a parent company
Address of main office	4740 Ruffner Street, San Diego, CA 92111
Address satellite office	N/A
Contact information	Steven D. Nasland, Principal, Nasland 4740 Ruffner Street, San Diego, CA 92111 (858) 292-7770 Steve@nasland.com
# of employees in SD County	40 Employees
City of SD Business License	License # B1974002146 Exp. June 30, 2025
Professional A/E License No.	State of CA – Civil Engineer #39799 Exp. December 31, 2025

Addenda to this RFP

The KTA Construction and Nasland Engineering Team is in receipt of Addendum No. 1, dated July 24, 2024, Addendum 2, dated August 8, 2024, and Addendum 3, dated August 16th, 2024 for the Request for Proposal for College East Improv 1 project (K-24-2144-DB1-3-B).



Nasland Project – City of San Diego Florida Drive Emergency Storm Drain

1. Proposer Exceptions to this RFP

The KTA Construction and Nasland Engineering Team has reviewed the RFP and does not take any exceptions.



KTA Project – City of San Diego Otay Valley Sewer Manhole Rehabilitation (Phase 1 & 2)

2. Summary of Proposal

Introduction



KTA Construction, Inc. (KTA) is a locally owned and operated general engineering construction company that specializes in sewer, water, and storm drain pipeline projects. Our construction expertise includes pipeline projects of all sizes and complexities and all related structures: manholes, inlets, reinforced concrete box culverts, junction structures, dissipators, headwalls, pressure reducing stations, pump stations, and wet wells.

KTA has successfully completed multiple pipeline projects in the San Diego area since 1980, receiving APWA awards on nine City of San Diego projects for “Outstanding Civil Engineering Projects”. Additionally, KTA has been awarded two Associated General Contractors (AGC) “Build San Diego Awards” for City of San Diego projects (Alta La Jolla Storm Drainage Repair) and (Avenida De La Playa Storm Drain Project).

KTA has organized an exceptionally qualified design-build team with Nasland Engineering (Nasland). Nasland, like KTA, has a long history of working in the City of San Diego on sewer, water, and storm drain projects. Nasland recently completed work with the City on the design and construction of the Old Otay Mesa Road Improvements, which includes a 24” steel water line, and was an extremely successful project that garnered an APWA “Honor Award of the Year” award. Additional similar work includes the City of San Diego Florida Drive Emergency Storm Drain project, which also received an “Honor Award of the Year” from APWA. The KTA and Nasland team members each have a long successful record of accomplishments for designing and constructing sewer, water, and storm drain projects for the City. The KTA and Nasland team are both local firms with knowledge of the San Diego area, having previously held a Multiple Award Construction Contract (MACC) with the City of San Diego. Both firms are also greatly familiar with the local project environment, having worked with the residents, merchants, and other stakeholders on a regular basis.

KTA will be the general contractor responsible for management of the entire project with Nasland providing project design, surveys, project plans, plan revisions, shop drawing submittals, QA/QC, and tech support. The KTA and Nasland team are familiar with and fully capable of conducting design, surveys, biological and environmental compliance, geotechnical, SWPPP, community outreach and field investigations. All are licensed in their specific disciplines and all field implementations will be carried out by qualified personnel.

Team Leadership

Kenny Anderson will lead the design build team. Mr. Anderson, the President and General Superintendent for KTA Construction, Inc., has over 45 years of experience in the construction of underground pipelines in the San Diego area and has managed the successful completion of over 100 sewer, water, and storm drain projects for the City of San Diego. It will be his responsibility to ensure that all contractual requirements are strictly adhered to and that quality



projects are delivered to the City in a timely and cost-efficient manner. Mr. Anderson will be the primary point of contact for the City and will oversee daily coordination of the work.

Larry Thornburgh, PE, PLS of Nasland Engineering will be the Design Manager, responsible for all project design work. Mr. Thornburgh has over 35 years of experience in the planning, design, and construction of water systems, wastewater collection, transmission, treatment systems and storm water projects.

Jarrett Linn, PE, will be the Project Manager and will be responsible for all project coordination, management, and construction oversight. He has served as a Project Manager on over 50 projects for the City of San Diego and has cultivated a close relationship with KTA. He will remain on the project from inception to close-out.

Quality Control Measures

Nasland will manage and prepare documents for all design related activities including final design and as-built drawings, utilizing proven design processes, following City standard practices and using a proven QA/QC plan. KTA will work with Nasland to coordinate field related activities involving excavation, shoring, CCTV, drilling, connections, BMPs, potholing, materials and related phasing of project activities.

Construction will be well planned and implemented for quality control. Any conflicts will be addressed ahead of time with proposed resolutions. Project plans will assure high quality construction on schedule and within budget. KTA's Construction Plan is based on providing a safe, well managed project. KTA will partner with City staff to assure complete coordination well in advance of construction for high-lining, cut, plugs, and reconnects. KTA construction efforts are directed at keeping a low profile in the community while the necessary and beneficial improvement work is being completed.

The KTA team has been successful on all previous City of San Diego projects and is very familiar with the City standards, procedures, and requirements.

SLBE/ELBE/DVBE Outreach

KTA is continuously committed to our equal employment opportunity plan and affirmative action policy. We will exceed the percentage of participation requirement for this project by qualified SLBE/ELBE/DVBE participation. The KTA/Nasland team is pleased to include the following sub-consultants/sub-contractors on our team:

- Allied Geotechnical (SLBE)
- J&S Asphalt (SLBE)
- Piperin Corp. (SLBE)
- Two Rivers Strategies, Inc. (ELBE)
- YBS Construction Engineering (ELBE)
- Mcgrath Consulting (ELBE)
- Easy Flow, LLC (SLBE)

Project Team

Project Team

Assembling a high-performing Design Build (D/B) team requires careful consideration and selection of individuals with the right blend of experience, technical expertise, and communication skills. A successful D/B team not only resolves design and construction challenges swiftly but also ensures effective collaboration with City staff, the public, and other stakeholders. This collaborative approach is essential for minimizing costs, accelerating project schedules, and achieving “Total Project Success.”

In this context, KTA Construction, Inc. and Nasland Engineering, Inc. are exemplary candidates for this contract. Both companies have established strong, reliable reputations through their extensive work with the City of San Diego. Their longstanding relationships with City Engineering and Inspection staff reflect a proven track record of successful project execution over the years.

Should KTA Construction and Nasland Engineering be selected, the City can expect unparalleled performance and quality. KTA’s commitment to utilizing local subconsultants and subcontractors further underscores their dedication to understanding and addressing the unique needs of San Diego projects. Local firms offer valuable insights into regional conditions and exhibit heightened responsiveness, which contributes significantly to project success.

In summary, KTA Construction and Nasland Engineering bring a combination of deep local knowledge, extensive experience, and a proven ability to deliver high-quality results. Their collaborative approach and local expertise position them as ideal partners for ensuring the successful completion of the project.



Staffing Plan

KTA has developed a management approach that integrates design and construction staff as a single team. This integration is the central component of our approach. KTA believes that through the design-build approach, there is greater ability to control and lower project costs as well as accelerate the overall project schedule. KTA’s partnering approach with design and construction staff helps the City of San Diego achieve this benefit. KTA’s management approach consists of working in partnership with City staff under similar project goals and interests. These goals and interests include achieving a completed project that operates to the satisfaction of City O&M staff, satisfies stakeholders/users of the completed project and meets the project schedule established by the City and supported by the Design-Build team. Integration of the design and construction teams is key to project efficiency.

The design staff ensures that all City of San Diego design goals, guidelines and performance standards are met. Construction team members will be involved in the design process providing input to make the design more efficient and constructible. They will also work along with the design team determining suitable construction materials and suggest modifications to make the design more compatible with the construction methods. Through their participation in the design, the construction team will know and understand the details of the design and can coordinate items such as early scheduling procurement of materials, equipment, labor, construction easements, providing appropriate shop drawings and submittals, and arrange construction staging and storage areas, thereby saving construction time and expense.

The design team will also be involved with the construction phase. The design team will know, on a day-to-day basis, the progress made by the construction team. This knowledge will allow the design team to assess any problems or changed conditions and develop solutions with minimal delay. Requests for information from the construction team will be provided and responded to in a timely manner.

KTA Superintendents (Kenny Anderson and Dave Payne) will oversee construction. They have extensive experience installing sewer, water, and storm drain pipelines. The company is very experienced with City projects and the task of assigning work to individuals within their area of expertise. Kenny and Dave continuously receive satisfactory and above satisfactory evaluation reports, as well as unsolicited letters of appreciation from project residents on City of San Diego projects. Assigned staff will cover all necessary disciplines during the design and construction phases including but not limited to civil, environmental, traffic control, and geotechnical.



Organization Chart



City of San Diego
Engineering and Capital Improvements

Owner/CEO
Mike Henderson
KTA Construction

DESIGN TEAM

DESIGN MANAGER

Larry Thornburgh, PE, PLS

PROJECT MANAGER

Jarrett Linn, PE

PROJECT ENGINEER

Paul Pitman, PE

SURVEY PROJECT MANAGER

John Winn, PLS

DESIGN SUB-CONSULTANTS

GEOTECHNICAL

Allied Geotechnical (SLBE)

CONSTRUCTION TEAM

PRESIDENT/GENERAL SUPERINTENDENT

Kenny Anderson

VICE PRESIDENT/SENIOR PROJECT MANAGER

Adam Ogden

FIELD SUPERINTENDENT/SAFETY OFFICER

Dave Payne

PROJECT MANAGER – QA/QC

Jessica Linn

CONSTRUCTION SUB-CONTRACTORS

COMMUNITY OUTREACH

Two Rivers Strategies, Inc. (ELBE)

MANHOLES

Piperin Corp. (SLBE)

TRAFFIC CONTROL

Hudson Safe-T-Lite

ASPHALT PAVING

J&S Asphalt (SLBE)

ENVIRONMENTAL

Loveless & Linton Consulting (SLBE)

CONCRETE FLATWORK

YBS Construction Engineering (ELBE)

STORM WATER COMPLIANCE

McGrath Consulting (ELBE)

Qualifications of Key Personnel

Mike Henderson | Owner/CEO | KTA Construction

Mike has been involved in the engineering and construction business in Southern California for over 51 years and over 45 years with KTA. He has managed over 100 successful City of San Diego construction projects primarily involving replacement and installation of piping and appurtenances. He has built the KTA team to have a complete working knowledge of City standards, regulations and requirements for projects such as the Design Build project. The City is KTA’s largest client.

Mr. Henderson is recognized as an expert in the field of construction defects and as a result produces successful projects because of excellent planning and execution. Additionally, Mr. Henderson’s talents have been utilized as an expert for the City of San Diego on a Sewer/Water Group project, providing information to the City Attorney handling the case.

Kenny Anderson | President/General Superintendent | KTA Construction

Kenny has 45 years of experience with KTA in sewer, water, and storm drain construction as well as site grading, street and roadway construction, bridge construction, directional drilling, pipe lining, pipe bursting, sewer pump stations, pressure reducing stations, rock slope protection, dewatering, etc. During his 45 years of employment with KTA he has experienced nearly every discipline associated with infrastructure improvements working with both public and private entities.

Mr. Anderson will be responsible for all work performed on this project. He will lead the Design, Construction, and Quality Assurance/Quality Control (QA/QC) Teams throughout the project duration. It will be his responsibility to ensure that all contractual requirements are strictly adhered to, and a quality project is delivered to the City in a timely manner. Mr. Anderson will develop the project work plan and schedule that describes how the Project Team will complete the project on schedule, within the budget, and meet all City of San Diego requirements. He will be the primary point of contact for the City and will oversee daily coordination of the project work.

Qualifications of Key Personnel

Adam Ogden | Vice President/Senior Project Manager | KTA Construction

Adam has 20 years of experience in project management, and estimating on City of San Diego projects including sewer, water, storm drain, utility undergrounding, concrete street panel replacement, sidewalk removal and replacement, and concrete structures (ramps, inlets, RCBC). Adam will work closely with Kenny ensuring all aspects of construction, from design to completion, will be completed on time and on budget to the City's high standards. He will also be working directly with the CoSD CMFE team during construction to make sure the project is continuously progressing forward to achieve ultimate success.

Relevant City of San Diego Projects would include:

- Ted Williams Parkway Pedestrian Bridge – APWA award recipient
- Alta La Jolla Storm Drain - APWA award recipient
- Avenida De La Playa Storm Drain - APWA award recipient
- Water Group 920 - APWA award recipient

Dave Payne | Field Superintendent | KTA Construction

Dave has 28 years of experience in sewer, water, and storm drain construction. Sixteen years as a project foreman, twelve years as a superintendent. Dave has completed multiple City of San Diego sewer, water, and storm drain projects including trunk sewer up to 42" in size, sewer pump stations, pressure reducing stations, water treatment plants, and trunk water lines up to 54" in size.

Jessica Linn | Project Manager | KTA Construction

Jessica has 13 years of experience in the construction industry with seven years as a project manager. Jessica successfully completed the AGC Project Management Certification program. This was a 26-week course providing an all-encompassing overview of construction project management principles and best practices. Jessica, Adam, Dave, and Kenny all work closely together to schedule and coordinate multiple projects at the same time. Jessica is very detailed, and is excellent at quality assurance in providing the correct subconsultants, and subcontractors for any given situation.

Relevant City of San Diego Projects would include:

- Pipeline Rehabilitation AS-1
- Rolando Improv 1
- Hotel Circle CI and AC Accelerated Replacement - APWA award recipient
- AC Water Group 1030

Qualifications of Key Personnel

Larry Thornburgh, PE, PLS | Design Manager |
Nasland Engineering

Larry oversees the design of municipal projects including pipeline projects, stormwater, sanitary sewer, water main extensions as well as road improvements. His experience includes water and wastewater systems, utility design, traffic and transportation engineering, site design, and storm drainage design as well as the management and coordination of multi-faceted projects.

REPRESENTATIVE PROJECT EXPERIENCE

As-Needed Civil Engineering - City of San Diego

As Director of Engineering, Larry oversees all tasks orders for three as-needed civil engineering contracts dating back to 2017. Tasks include surveying, civil engineering for sewer and water design services, drainage and culvert designs, accessible compliance design, assessments and feasibility studies, geotechnical investigations, traffic engineering, technical reports, and public outreach with stakeholders including community groups and private landowners.

Spring Valley Outfall Sewer Rehabilitation

The scope of work included researching public records; design of sewer plans and profiles for five phases of the project including constructability review, access coordination with private landowner; preparation of right-of-way plans and easement documents, technical specifications; and cost estimates.

Allied Gardens Sewer and Water Group – San Diego, CA

The project includes the replacement of 13,800 LR of 6-16" of the water main and 9,600LR of 6-12" sewer and 61 curb ramps. The Water improvements eliminated 4 backup PRV stations in Allied Gardens and make Alvarado CYN & Fairmont the main feed and Camino Del Rio N W/O Mission Gorge and make Princess View & Miss Gorge as backup stations to the (355) zone.



TECHNICAL PROPOSAL

NASLAND TEAM
MEMBER SINCE 1989

EDUCATION

B.S. Structural Engineering,
1989, University of
California, San Diego

REGISTRATIONS/ CERTIFICATIONS

Civil Engineer, 49795, CA,
1991 (Exp. 9/30/22)

Professional Land Surveyor,
7298, CA, 1996

AFFILIATIONS

ACEC of California (Past
President)

American Public Works
Association

American Society of Civil
Engineers

Jarrett Linn, PE | Project Manager | Nasland Engineering

Mr. Linn is a registered professional civil engineer and has provided design services for a variety of water and sewer, transportation, and traffic projects. In addition, he oversees the preparation of submittal packages for improvement plans, grading plans and building plans. Jarrett’s relevant project experience includes:

Hillcrest Sewer and Water Group, City of San Diego

This project includes Water and Sewer Improvements in the Hillcrest Area for the City of San Diego. The scope of work consisted of water main improvements of approximately 1.5 miles of existing AC water pipes replaced with PVC pipe and sewer improvements of approximately 1.5 miles of replaced sewer mains.

Flinn Springs Sewer Design, County of San Diego

Design work performed by Jarrett for the project included upsizing the existing sewer to meet current and future capacity needs. The project consisted of the replacement of approximately 3,690 linear feet of existing 8-inch and 10-inch sewer pipeline with a new 15-inch PVC sewer line

Sewer and Water Group 765A, City of San Diego

Jarrett provided civil engineering design and community liaison services for the 30 private replumb plans for the City of San Diego. The work consisted of preparation of plans, preparing private sewer lateral agreements, and meeting with each homeowner to survey the proposed improvements.

Old Otay Mesa Road, City of San Diego

Mr. Linn provided civil engineering design services and construction administration for the water pipeline portion of the Old Otay Mesa Road Project in the City of San Diego. Design included water modeling, preparation of plans, details, and a complete design package for the installation of a 24” steel coated pipeline connecting two neighborhoods.



TECHNICAL PROPOSAL

NASLAND TEAM
MEMBER SINCE 2012

EDUCATION

B.S. Civil Engineering, 2012,
San Diego State University

REGISTRATIONS/ CERTIFICATIONS

Civil Engineer, 84231, CA,
2015

John Winn, PLS | Survey Project Manager | Nasland Engineering

John is a licensed land surveyor with more than 37 years of experience providing professional surveying services to both public and private sector clients. John supervises all surveying and mapping operations at Nasland. His role includes oversight of field surveys, construction staking, field crew supervision, the preparation and quality control of final maps, record of surveys, legal descriptions, ALTA surveys, and boundary surveys.

Maya Linda Road Boundary Survey – San Diego Housing Commission, San Diego, CA.

John prepared a boundary survey to establish the location of Interstate 15 freeway widening improvements being made by CALTRANS adjacent to commission property boundaries.

Town and Country ALTA Survey - San Diego Housing Commission, San Diego, CA.

John prepared an ALTA/NSPS survey for the Town and Country Apartments per the 2016 minimum standards. Vista Verde Apartment Complex ALTA Survey - San Diego Housing Commission, San Diego, CA. John prepared an ALTA survey associated with the Vista Verde Apartment Complex, San Diego.

Nimitz Right of Way Survey - San Diego Housing Commission, San Diego, CA.

John conducted Right of Way and Ownership research for a portion property adjacent to Nimitz Boulevard South of Famosa Boulevard.

Newton Street ALTA- San Diego Housing Commission, San Diego, CA.

John prepared a standard ALTA survey to include boundary and topographic information for a 2.2-acre commercial property.

Fulton Street Boundary Survey - San Diego Housing Commission, San Diego, CA.

John prepared a boundary survey to establish the location of a fence line encroachment.



NASLAND TEAM
MEMBER SINCE 1989

EDUCATION

University Centre Doncaster,
South Yorkshire,
England, Higher National
Diploma, Mineral Surveying,
1984

REGISTRATIONS/ CERTIFICATIONS

Civil Engineer, 84231, CA,
2015

Qualifications of Key Sub-Consultants and Sub-Contractors

TRAFFIC | Hudson Safe-T-Lite

Hudson Safe-T-Lite had its beginnings in San Diego, CA as Hudson Rents in a small warehouse on 2nd Street off Market in 1958. The company relocated to Mission Valley in 1960 and became Hudson Safe-T-Lite Rentals with a small house as an office and the garage as a shop. Since inception the company has been owned and operated by the same family, through three generations, maintaining long-term relationships with several customers since the first day of business. Hudson Safe T Lite prepares traffic plans, provide all required devices, and our technicians will route traffic safely through lane closures, detours, street closures, or freeway closures. When the job is complete, they will remove all traffic control quickly and safely so normal traffic can resume. Hudson Safe-T-Lite is a City of San Diego Certified Small Local Business Enterprise (SLBE).

GEOTECHNICAL | Allied Geotechnical (SLBE)

AGE is a small independent consulting engineering firm that has maintained an active geotechnical engineering practice in San Diego County over the past 39 years. AGE's practice over the past 25 years has focused on the design and construction of a wide variety of public works projects, including transportation infrastructure; water, wastewater and recycled water storage, treatment, and conveyance facilities; drainage and erosion control structures; airport facilities; public schools; storm water collection, treatment and conveyance facilities; central utility plants; and public park, athletic, and recreational facilities. Our firm's key personnel include individuals who have gained practical experience, ranging from 25 to more than 40 years, and possess special expertise in providing geotechnical engineering, geology and engineering geology, hydrogeologic, and geo-environmental consulting services.

Qualifications of Key Sub-Consultants and Sub-Contractors

ENVIRONMENTAL | Loveless & Linton Consulting (SLBE)

Loveless Linton, Inc. was established in 2012 and is Native American owned. Since their inception they have had the opportunity to service a variety of projects in the San Diego and Imperial counties. They help guide the project along an efficient path by handling the harder decisions for you, resulting in project stability, productivity, cultural sensitivity, regulatory compliance, time efficiency, and they do it all while keeping the project within the target budget. Loveless Linton is a City of San Diego Certified Small Local Business Enterprise (SLBE).

COMMUNITY OUTREACH | Two Rivers Strategies, Inc. (ELBE)

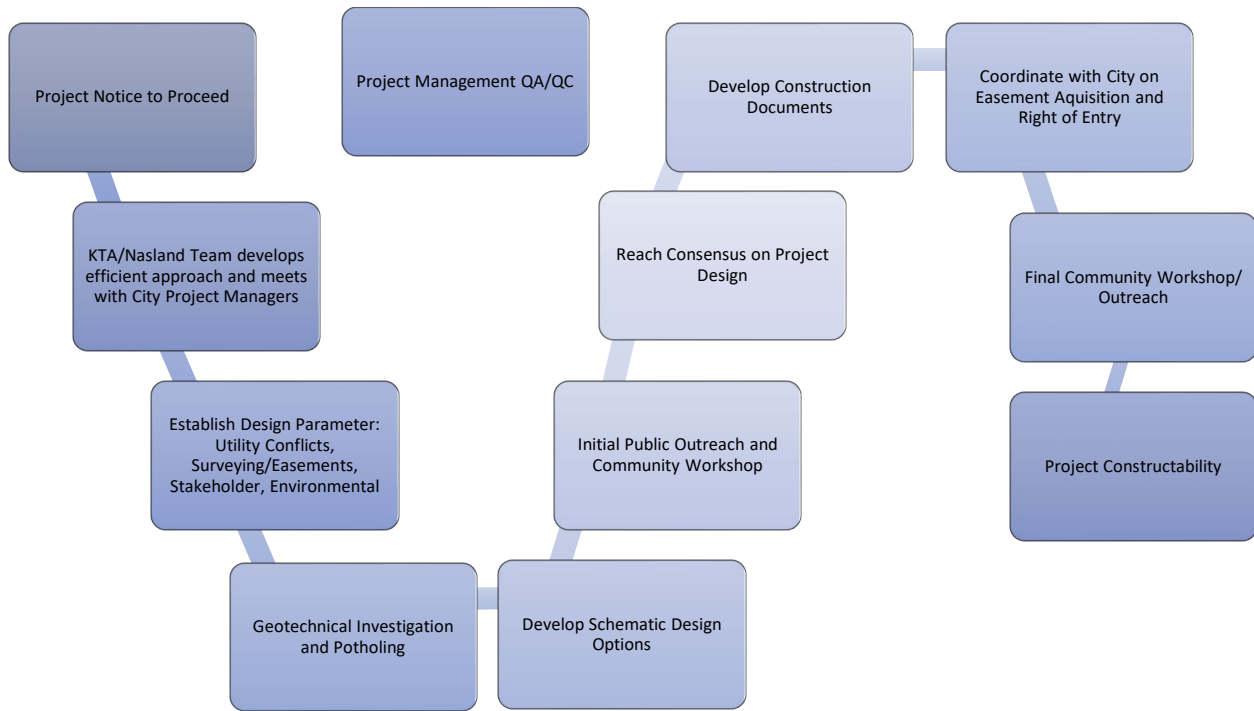
Two Rivers, Strategies, Inc (Two Rivers) will serve as the team’s exclusive Community Liaison . Two Rivers has served as Community Liaison on a variety of City of San Diego Capital Improvement Projects in the past decade including design build Projects. Two Rivers will work cooperatively with and provide assistance to the City's PIO team and will adhere to the Whitebook requirements for Community Liaison to implement and carry out the public information and outreach program.

4. Technical Approach and Design Concept

4.1 Design Approach & Method

Nasland Engineering and our interdisciplinary design team are qualified to complete the scope of services described in this Request for Proposal (RFP) in a productive and timely manner. The KTA/Nasland team is prepared to provide a depth of **local resources, experienced project management** and **design excellence** for this contract. Nasland is a local, civil engineering firm with more than 65 years of experience working with public agencies on sewer and water projects.

Our detailed approach to any project will depend on the specifics of the project. For the College East Improv 1 Project our approach includes the following elements:



Project Initiation

Design is a problem-solving process, best approached in a methodical manner which allows careful consideration of alternative solutions early on. Critical design decisions will be discussed with the City and the reasons for such decisions will be documented. A properly conducted design procedure will avoid unnecessary re-work or re-hashing of old issues and streamlines the completion of the construction document phase of design.

After Notice to proceed, the KTA/Nasland team will meet with the City Project Manager to discuss the project issues and goals to resolve early in the project including any known community concerns, right-of-way limitations, or environmental constraints. In our experience

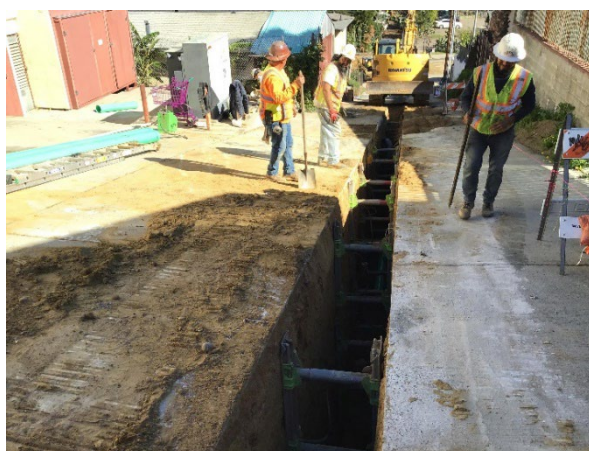
there is no substitute for up-front meetings between City project managers to provide a solid basis for our services.

Establish Design Parameters

Thorough research and data collection of the project area will be performed before the layout of any schematic design. Research will include a complete assessment of the utility record drawings, environmental constraints and assessments, additional permitting requirements, construction limitations, adjacent community uses and activities. An aerial survey will be performed along with a supplemental field topographic survey to be included with the City’s provided boundary survey. Field investigations including geotechnical investigations and utility pot holing will be performed after schematic design. Nasland Engineering will pay particular attention to identifying and understanding the project constraints early in the design process.

Schematic Design

Prior to the start detailed design and after all constraints and design parameters are investigated, Nasland will prepare a schematic design of the water alignments which would meet the project objectives. Our Project Team will prepare design solutions to attain the most effective, creative, and achievable results for the project which would satisfy community concerns and meet regulatory obligations. Various assessment reports for utility separation, fire hydrant spacing, curb ramp type, etc will be prepared to document the projects design parameters, showing compliance of all project aspects.



Public Outreach

Initial public outreach will present the Schematic Design plans to the Community. The KTA/Nasland team along with Two Rivers will perform the public outreach using skills and techniques developed over many years of managing and directing highly visible projects. The outreach for this project will include informal meetings, community workshops, Planning Group presentations or public informational meetings.

Detailed Design

With concurrence of the community and approved Schematic Design from the varying departments of the City, the project moves to 60%, 100%. and final design stages.

Environmental Documentation

KTA/Nasland Team will review the Notice of Exemption for the project and determine if the design will maintain the categorical exemption criteria set forth in the CEQA State Guidelines. Several segments of water mains fall within the MHPA land use adjacency area which will require biological studies (bird surveys) to determine impacts and mitigation strategies. Environmental Assessments based on the project scope may include biology, cultural, traffic, hazardous materials, water quality, or others and will be included in the environmental document which would permit the project. The document typically would be processed through the

Development Services Department. Environmental Permitting would be concurrent with detailed design.

Development of Construction Documents

The final design plans would be prepared in conjunction with the Environmental Document and assure that all construction can be completed within the project footprint established in the documents. Final plans would be distributed to City-Wide Plancheck and the designs would meet all of the design criteria established. The design team committed to this project has recent experience providing plans and specifications to the City of San Diego, and is thoroughly familiar with the City's current policies, procedures and requirements, including the bid documents, Greenbook, Whitebook and special provision formats.

4.1.4 Technical Approach

Subsurface Investigation and Geotechnical Work

All underground utilities will be plotted from record drawings and site investigations. Those utilities noted to conflict or cross the water and sewer main alignment will be marked by Underground Service Alert (USA) utility and potholed to ascertain horizontal and vertical location prior to completed final design.

In preparation of the field exploration, suitable locations for exploratory borings shall be selected and cleared with Underground Service Alert (USA) utility mark-out, traffic control and soil boring permits shall be obtained. Field exploration will include six (6) borings to a target depth of 10 feet below ground surface. Upon completion of the field exploration, the borings will be backfill with bentonite chips and repaired with hot-mix asphalt.



Geotechnical laboratory testing and engineering analyses shall be performed to develop design recommendations including:

- General surface and subsurface conditions
- Allowable soil bearing capacity and earth pressures
- Modulus of subgrade reaction
- Soil settlement/heaving characteristics
- Soil Corrosivity characteristics.
- Groundwater conditions
- Construction related considerations including trench backfill operations, temporary sloped excavations and shoring design considerations.

Pipeline Separation

The proposed water main separation from non-potable utilities will be designed in accordance with California Code of Regulation, Title 22, Division 4, Chapter 16, Section 64572 over the entire proposed alignment. As built drawings, Splash Drawings and City Field Books will be used in conjunction with the field investigations to establish a proposed water and sewer main alignment that meets the separation requirements.

After conducting a field investigation and review of available records, the separation between water and sewer is approximately 10 feet for the majority of the project. Adjustments can be made by shifting the water main slightly within the trench line to gain the additional clearance if required. The areas of concern will be within the street corners on Leo Street, 69th Street, Julie Street and Bocaw Street. The waterline can be re aligned to meet separation requirements. If no solution is available to meet the 10 foot separation requirement, then Nasland will work with the City to file a waiver to be approved by the Regional Water Board’s Division of Drinking Water.



Fire Hydrants

Fire hydrants shall be spaced in accordance with the California Fire Code and the City’s Facility Design Guidelines. The project limits currently have 9 existing fire hydrants of which 3 need to be relocated and 4 new fire hydrants will be installed to maintain the 450’ spacing required for single family residential. Locations for new and relocated fire hydrants will be placed at street intersections or at the property line for mid-block fire hydrants. The KTA/Nasland team will work with each property owner to make them aware of the proposed locations of the fire hydrants.

Phasing and Coordination with Adjacent Projects

KTA/Nasland will work with the City and their design consultants to coordinate with adjacent improvement projects that are either in design or under construction within the project limits. Based on the bridging documents, there are several utility group jobs, cycleway improvements, and greenway improvements within the project area. The projects in design will need to be closely coordinated to create seamless transitions and minimize potential for relocating or reinstalling work that was recently improved. Projects that will complete construction will need to be coordinated to represent up-to-date existing conditions and minimize contractor change orders.

KTA will ensure that our Community Outreach subcontractor as well as our Public Relations team member (Jessica Linn) reach out to each of the adjacent project City and contractor members to coordinate traffic control throughout the project.

Access Law Improvements

Curb ramps and surface improvements within the crosswalks will be installed in accordance with the Access Law guidelines, the City’s Curb Ramp Design Memo and Guidelines, and the projects Preliminary Engineering Assessment Report. The KTA/Nasland team will assess each curb return to construct a dual curb ramp to the maximum extent feasible according to the new ADA guidelines. A report will be prepared to document each curb return, the layout of a dual curb ramp, any challenges of installing dual curb ramps. The report will review the available right of way, topographic challenges, stopping sight distance, obstructions limiting ramp placement and monuments or historic stamps that need to be preserved. If private improvements are in conflict with the installation of new curb ramps, the KTA/Nasland team will work closely with the property owners or utility purveyors to relocate the private improvement for the installation of the new curb ramp. If it is determined that dual curb ramps cannot be implemented, the KTA/Nasland team will work with the City on proposed alternatives and document all decisions in the final Curb ramp assessment report before moving forward with final design. A deviation from standard form will be prepared for all intersections where the dual curb ramps cannot be installed, or obstructions do not permit the installation of a curb ramp.

Existing striped crosswalks will be restriped with continental markings. Crosswalks near school zones will be continental markings striped yellow.

After conducting a field investigation and review of the preliminary Engineering Assessment Report the KTA/Nasland team anticipate replacing approximated 32 curb ramps and installing a combination of dual curb ramps totaling approximately 55 individual curb ramps (32 Type A, 3 Type B, 20 Type C). The ramps at the intersections Julie Street and Richard Street were replaced in 2019 and appear to meet the current curb ramp standards. Final assessment and design may adjust the number of each improvement to be replaced.



4.1.5 Water highlining Plans and Sewer Bypass Plans

Water highlining Plans

KTA will develop and submit a Water Highline Plan for City approval. This plan is designed to ensure uninterrupted water service during the replacement of existing water mains.

Key features of the Water Highline Plan include:

- **Looped System Configuration:** Each highline system will be designed as a looped network, featuring multiple feeds. This configuration enhances reliability and ensures that water can be rerouted efficiently, minimizing the impact on the affected areas.
- **Inline Valves:** The plan will incorporate inline valves strategically placed throughout the system. These valves are crucial for isolating sections of the highline as needed, which allows for maintenance or adjustments without disrupting water service to the community.
- **Minimal Disruption:** The design aims to maintain continuous water service with minimal interruptions, ensuring that the community experiences the least possible inconvenience during the construction process.

By implementing these features, KTA is committed to providing a highline system that effectively supports the City's water distribution needs while facilitating a smooth transition during the infrastructure upgrades.

Sewer Bypass Plans

The work scope includes the rehabilitation of 13,181 linear feet of 8-inch sewer main, manholes, and laterals. To facilitate this, by-pass pumping will be necessary during working hours only, with all flows to be re-established at the end of each workday.

By-Pass Pumping Plan:

1. **By-Passing Setup:**
 - **Insertion of Sewer Plugs:** Sewer plugs with by-pass assemblies will be inserted into the upstream and downstream pipes at the required manholes.
 - **By-Pass Assembly:** Three-inch trash pumps, each equipped with a dedicated fuel tank, will be used to transfer flows to a new or existing downstream manhole.
2. **Operational Procedures:**

- **Hose Placement:** By-pass hoses will be laid along the street sides and marked with traffic cones where necessary to ensure safety and visibility.
 - **Continuous Monitoring:** Pumps and hoses will be monitored continuously to ensure proper operation throughout the diversion process.
 - **Redundant System:** for flows requiring a 4-Inch or Larger pump, A stand-alone redundant by-pass system will be installed, including both suction and discharge piping. Each pump, including backup units, will have its own complete suction and discharge setup.
 - **Backup Operation:** The backup by-pass system will be operated for at least 25% of the total diversion time on a weekly basis. The backup system will be fully installed, tested, operational, and ready for immediate use.
 - **Hydraulic Testing:** The systems will undergo hydraulic testing with clean water prior to the diversion of wastewater flow.
3. **Spill Containment and Response:**
- **Containment Measures:** Pumps will be equipped with plastic trays to contain potential spills, such as oil or sewer.
 - **Failure Protocol:** In the event of a pump failure, sewer flow will be reverted to the existing gravity system. Existing facilities will not be removed in a manner that prevents the immediate removal of plugs and the rechanneling of flow to pre-existing conditions.
 - **Spill Response:** Should a spill occur, onsite equipment will be used to contain and recover the spill. Storm drain inlets will be blocked, and additional equipment and personnel will be deployed as necessary. The City of San Diego will be notified immediately in case of a spill.

Summary

KTA Construction, Inc. is committed to executing the by-pass pumping with meticulous planning and real-time management to minimize disruptions and ensure project success. The detailed by-pass system and contingency plans are designed to handle the complexities of sewer main rehabilitation while maintaining operational integrity and public safety.



4.1.6 Phasing of Design and Construction Work

Preliminary investigations, such as potholing and CCTV inspections, play a crucial role in refining the design and accelerating the transition from final design to construction. KTA Construction, Inc. will collaborate closely with Nasland Engineering to ensure these investigations are thoroughly integrated into the design phase.

Key Actions:

1. **Preliminary Investigations:**
 - **Potholing:** To accurately determine the location and depth of existing utilities, reducing the risk of unforeseen conflicts during construction.
 - **CCTV Inspections:** To assess the condition of existing sewer lines and identify potential issues, which will inform more accurate design and planning.
2. **Improved Design Efficiency:**

- **Design Accuracy:** The data obtained from potholing and CCTV will enhance design accuracy, allowing for more precise planning and minimizing surprises during construction.
 - **Reduced Delays:** By addressing potential issues early, these investigations help reduce the time between final design and the start of construction, leading to a smoother project timeline.
3. **Coordination and Phasing:**
- **Phasing Schedule:** KTA, in collaboration with Nasland Engineering, will develop a comprehensive phasing schedule. This schedule will be designed to accommodate all project stakeholders and ensure minimal disruption.
 - **Access Management:** The phasing plan will include provisions for maintaining access to all adjacent properties, ensuring that the project progresses efficiently while respecting the needs of the community.

By incorporating these preliminary investigations into the design process and developing a well-coordinated phasing schedule, KTA Construction, Inc. and Nasland Engineering aim to enhance project outcomes, streamline construction, and minimize impacts on the surrounding area.

4.1.7 Permits

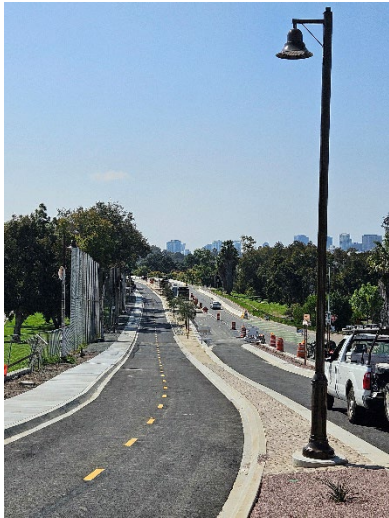
To ensure smooth project execution and compliance with local regulations, the following traffic control and permit requirements will be implemented:

1. **Traffic Control for Potholing:**
 - **Duration:** 20 working days
 - **Details:** Traffic control measures will be in place to manage and direct traffic around potholing activities, ensuring safety and minimal disruption to local traffic flow.
2. **Traffic Control for Geotechnical Investigation:**
 - **Duration:** 20 working days
 - **Details:** Similar to potholing, traffic control will be established to facilitate safe and efficient geotechnical investigations, which are essential for understanding subsurface conditions.
3. **Traffic Control for Water and Sewer Main Construction:**
 - **Duration:** 20 working days
 - **Details:** During the construction of water and sewer mains, traffic control will be implemented to ensure safe passage for vehicles and pedestrians while minimizing disruptions to the community.
4. **Noise Permit:**
 - **Duration:** 5 working days
 - **Details:** A noise permit will be secured to comply with local regulations concerning permissible noise levels and hours of operation. This permit will ensure that construction activities adhere to noise control guidelines and mitigate any potential disturbances.



These measures will be carefully planned and executed to ensure compliance with regulations, maintain safety, and minimize impact on the community.

4.1.8 Traffic Control Approach



The traffic control plans for the project will be meticulously developed in collaboration with Hudson Safe-T-Lite to ensure safe and efficient traffic flow throughout the construction period. The plans will be crafted to uphold the highest safety standards and minimize disruptions to the community. Key aspects of the Traffic Control Plan include development, coordination, safety, minimizing disruptions, traffic control considerations, and traffic flow management.

For the Development of traffic control, we will be partnering with Hudson Safe-T-Lite. Traffic control plans will be created in coordination with Hudson Safe-T-Lite to leverage their expertise in managing traffic flow safely. The plans will be submitted for approval to the City of San Diego and maintained according to their requirements, ensuring all safety protocols are met.

Safety is always KTA’s number one objective. Traffic control measures will prioritize the safety of construction workers within the work zone. The plans will be designed to minimize disruptions to residents, businesses, schools, and commuters, ensuring that daily activities and operations are not unduly affected.

Other considerations to consider are vehicular traffic, pedestrians, bicycles, property access, and public transit. The plans will address measures to ensure smooth vehicle flow and minimize delays, safe pathways and crossings for pedestrians, designated lanes or routes for cyclists, ensure continuous access to properties adjacent to the construction zone, management of parking to avoid inconvenience, and accommodation for public transit routes and schedules. Efforts will be made to keep two lanes open—one in each direction—where possible. If the space does not permit two lanes of traffic, flagging operations will be implemented to manage traffic safely or a detour will be provided. Any road closures or detours will be minimized to reduce the impact on traffic flow.

The traffic control plans will be designed with a focus on safety and efficiency, ensuring that both construction activities and community needs are effectively managed throughout the project.

4.1.9 Storm Water Pollution Control Best Management Practices

Erosion Control work shall include the implementation and maintenance of the Project WPCP and implementation and maintenance of storm water pollution prevention Best Management Practices (BMPs) required to prevent and control discharges of dust, soil, sediment, debris, and other pollutants from the project site onto adjacent areas and/or into the storm water conveyance system from construction activities shown on the Plans and as specified, in compliance with all applicable laws and regulations of authorities having jurisdiction. All water pollution control work shall be in conformance with the requirements in the Project’s “Storm Water Pollution Prevention Plan,” “California Stormwater Quality Association Construction Stormwater Best

Management Practices Handbook,” and the "Storm Water Pollution Prevention Plan (SWPPP)” specifically prepared for the project and approved by the City of San Diego.

KTA will designate a Qualified SWPPP Practitioner (QSP) who shall implement the following to prevent and control the discharge of non-storm water pollutants to the storm water conveyance system and receiving waters to the Maximum Extent Practicable (MEP):



1. Non-storm water and storm water visual observations and inspection requirements, including storm event and daily site BMP inspections. QSP shall submit the inspection reports through SMARTS once every 3 rain events.
2. Sampling and analysis, including Particle Size Analysis for Project Risk Justification.
3. Elimination of unauthorized discharges.
4. BMP inspection, maintenance, and repair.
5. Implementation of the Rain Event Action Plan (REAP) no later than 24 hours prior to a likely precipitation event.
6. Monitoring Requirements for Non-Visible Pollutants.
7. Visual Observation Exemptions.
8. Preparation of the annual compliance evaluation.
9. Recommending necessary modifications to the SWPPP to control and prevent the discharge of non-storm water pollutants to the storm water conveyance system and receiving waters to the Maximum Extent Practicable (MEP).

With the project’s location within paved roadways, the primary BMP will include street sweeping on a regular basis to remove construction- related dirt and debris during construction. Street sweeping shall be performed a minimum of two times per week in active construction areas and as frequently as necessary to maintain a clean and neat appearance throughout the project corridors. Street Sweeping shall also be performed immediately prior to rainfall events predicted to produce runoff.

4.1.10 Quality Assurance and Quality Control Plan

High quality Plans, Specifications and Cost Estimates are essential for a smooth project. Quality is stressed in every aspect of the operations at Nasland Engineering. Professional development is strongly encouraged. In-house training sessions are held weekly. Our technicians and professionals attend training courses and educational seminars to keep current in their field. Experts are brought in to lecture on specific topics of interest. Performance is continually evaluated to determine how we can improve.

At the project level, Nasland has developed a six-step Quality Assurance Plan outlined below:

- All engineers working on the project will have a clear understanding of the City’s goals and project constraints prior to commencing work.
- Nasland Engineering has a written Standard of Practice Manual that is implemented on every project.
- Nasland Engineers will have regular scheduled meetings to discuss constraints and key design elements.

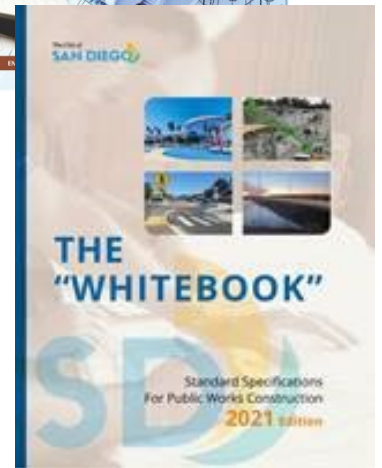
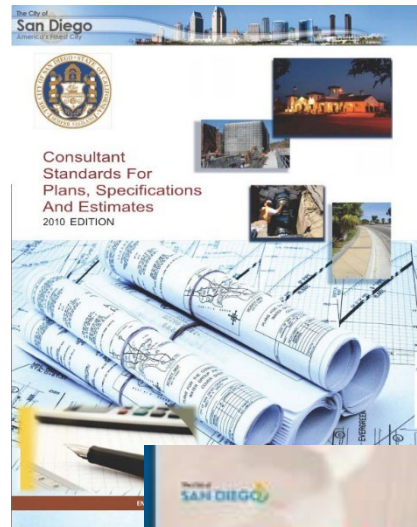
- Nasland’s Project Manager, Jarrett Linn, will remain with the project until construction is complete and record drawings are approved. During design and construction, Mr. Linn will maintain close communications with our design staff, any subconsultants, and the City.
- Subconsultant submittals to Nasland Engineering will be scheduled early enough to allow a complete quality control and coordination review before each submittal to the City.
- Plans, Specifications and Estimates will receive an in-house peer review by Larry Thornburgh, Director of Engineering, or by another qualified and experienced engineer before formal submittal.

Producing high quality design deliverables is essential to the success of the project. The KTA/Nasland team will be solely responsible for project quality assurance and quality control during design. This process begins when the project is awarded. The KTA team will submit a complete project quality control plan including the design quality plan at the project kickoff meeting with the City of San Diego. The QA/QC manager will verify project scope and ensure the proper standards are being used for this project. The team will develop the project design based on the appropriate standards which include;

- Consultant Standards for Plans, Specifications and Estimates
- Approved Materials List
- Water Design Guidelines, City of San Diego
- San Diego Regional Standard Drawings
- City of San Diego Standard Drawings
- Regional Standard Specifications “Greenbook”
- City of San Diego Standard Specifications “Whitebook”

The Team will use City provided checklists and incorporate them into the plan reviews for submittals at 60%, 100% and Final Design. Also included will be previous City comments with responses provided by the Design-Build team. An interdisciplinary review will be conducted for each submittal. The final submittal will include all documentation with fully agreed upon and resolved comment responses, checklists and design calculations.

Larry Thornburgh will be the designated design QA/QC manager. As can be seen on the project organization chart Larry will report directly to Mike Henderson of KTA which will provide him the ability to direct he team on quality issues.



5. Construction Plan

5.1.1 Identify Challenges and Issues

In reviewing the project site and the bridging documents provided by the City, we have identified several significant challenges that will require targeted solutions to ensure successful project execution. Here's a detailed overview of these challenges and our strategies for addressing them:

Identified Challenges and Strategies:

Several streets within the project limits have low-hanging overhead utilities that may impede construction activities. We will deploy a modified crew equipped with specialized tools and equipment designed for navigating around these utilities safely. This approach will ensure that construction activities are performed efficiently while avoiding any interference with existing overhead infrastructure.

Due to the narrow streets, there are sewer and water mains located within 10 horizontal feet of each other in certain areas, which must be managed in accordance with public health codes. We have identified these critical areas and will proceed with the installation of the new water main while adhering strictly to all relevant regulations and separation requirements. This will involve careful planning and execution to maintain compliance and prevent contamination or other issues.

The College East Community includes a significant number of rental properties occupied by college students. Effective communication with tenants, property owners, and community stakeholders is essential. We will implement a comprehensive public outreach plan that includes informing tenants, property owners, and other stakeholders about upcoming construction activities and any potential impacts, providing ongoing updates to keep the community informed about project progress and any changes to the construction schedule, and establishing channels for residents and stakeholders to voice concerns and receive timely responses.

Parking is a significant issue in the College East Community, and construction activities could exacerbate this problem. We will minimize the staging area and limit the impact on public parking. This includes selecting staging locations that have the least impact on community parking and providing advance notice to the community about any parking restrictions or changes. Additionally, the staging area will move along with our project work to not impact a certain area more than required.

Based on our experience with the adjacent Sewer and AC Water Group 3016 project, and the bridging documents providing R-Values, we expect to encounter unsuitable soil conditions that will require substantial amounts of suitable backfill material. We will conduct detailed soil assessments to confirm the need for additional backfill material, and we have planned for the importation of suitable backfill material to ensure proper soil conditions and support for the new infrastructure.

Addressing these challenges proactively through careful planning and strategic execution will help us manage potential issues effectively and ensure the successful completion of the project.

Our approach emphasizes safety, regulatory compliance, community engagement, and efficient use of resources, drawing from our experience with similar projects to navigate anticipated conditions and constraints.

5.1.2 Construction Approach and methods

Our construction approach is based on our extensive experience with the installation of PVC Pipe for the City of San Diego. This project consists of installing approximately 6,717 LF of 8” PVC waterline in the College East Community. To ensure a seamless transition from design to construction and to address all project requirements effectively, we have established a complete approach including presenting a detailed project schedule, outlining key milestones and timelines. Additionally, we will provide all required material submittals, prepare and gain approval for traffic control plans to ensure safe and efficient management of traffic during construction, develop and submit a Water Pollution Control Plan to address potential impacts and ensure compliance with environmental regulations, schedule and conduct initial community group meetings well in advance of construction activities to inform residents, property owners, and stakeholders about the project. This will give us the opportunity to discuss potential impacts and gather feedback to address any concerns.

After providing the important documents, obtain approvals, and converse with the community, we will conduct potholing to accurately locate existing utilities and avoid conflicts during construction, and perform CCTV inspections of existing sewer mains to assess their condition. This will allow us to identify any sags or offsets in the pipe and determine the need for point repairs.

This proactive approach ensures that all necessary preparations are completed prior to the start of construction. By addressing material approvals, scheduling, traffic control, environmental controls, community outreach, and utility investigations during the design phase, we aim to facilitate a smooth and efficient construction process, minimizing disruptions and ensuring project success.

Once we have 100% approved design plans construction will be able to start immediately. In addition to the water main, water services, fire hydrants, air valves, blow offs and main line valves will be replaced or added as required by the Design Manual as to provide a new water system that complies with current design standards. All new appurtenances will be installed per current City standards. Additionally, rehabilitation of the sewer system will begin simultaneously with the water main construction. Because these are independent operations, we can commence together and decrease the overall impact on the community by minimizing the workdays required.

Open trenches will be backfilled, and temporary cold mix asphalt paving will be placed at the end of each workday. Street sweeping will be performed daily to keep streets clean. Permanent base paving will be placed on a weekly basis to reduce the amount of time temporary cold mix trench patch remains in place and provide a cleaner, better travel surface for the residents, as well as limit the possibility of storm water pollution.

5.1.3 Plan for Operation of Facility During Construction

The existing water mains will be cut and plugged at connection points to take them out of service during replacement. Cut and plugs and construction phasing has been checked to ensure an adequate water supply for each neighborhood that the cut and plugged mains serve. Prior to cut & plugging the existing water main, temporary highline will be placed, tested, and water services will be transferred to ensure no interruption to water during replacement of the new water main.

5.1.4 Plan for Phasing of Construction Activities

The water main replacement identified in the RFP is in three isolated locations. The water main replacement will be phased in a manner to minimize disruption in the community and maintaining fire code and testing limits on new water main installation. We have identified the need to have three separate phases of water main installation for this project.

5.1.5 General Plan for Functional Testing and Start Up

KTA will coordinate with the City test lab for compaction and materials testing as required for contract compliance. New water mains shall be disinfected and tested in accordance with AWWA C651 and State Health Department requirements. The City will perform a chlorine residual test prior to flushing and a bacteriological test after flushing. No main shall be placed in service until the result of the bacteriological tests are announced as satisfactory. Shutdowns for reconnection of the new water mains to the existing water mains will be scheduled with Water Operations. After passing required pressure tests, disinfection and bacterial testing, new mains will be placed back into services by reconnecting existing mains as soon as shut downs can be scheduled with water operations.

5.1.6 Proposed Safety Program

A site-specific health and safety plan will be developed for this project. The health and safety plan will take into account not only worker safety but the safety of the public, residents, pedestrians, bicycle riders, and automobile traffic. The site-specific plan will include public notification of construction operations to alert residents that construction materials and equipment will be in the area. Notifying underground service alert for utility mark out is another important safety step that is taken before construction begins.

Once crews are onsite the plan will include provisions for proper traffic control and warning signs, trench safety and shoring, coordination with schools, education of workers of site-specific hazards such as underground and overhead utilities, traffic, and providing safe pedestrian paths around the work areas. This project also includes larger diameter WSP. The safety plan will include confined space entry provisions with requirements for proper ventilation and supervision of workers in the bridge.

Our onsite safety supervisor has the authority to stop and make corrections to any operation that he deems unsafe. All of our workers are trained in job site safety and recognizing safe and unsafe situations. All of our workers are encouraged to speak up if they see something unsafe. Our

safety program is built around the idea that a safe jobsite is an efficient job site. The current WCRB for KTA is a 0.66.

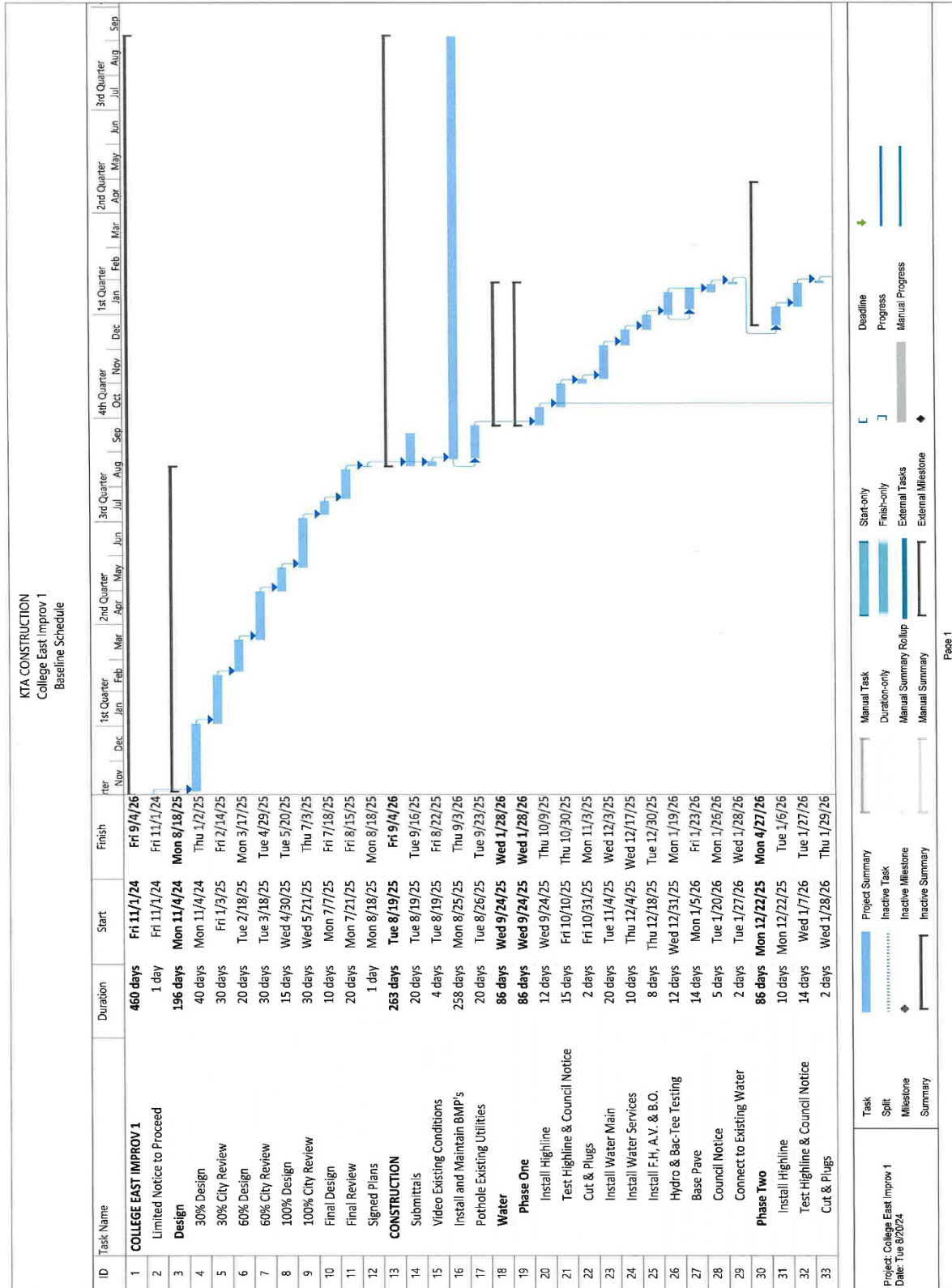
5.1.7 Proposed Emergency Response Plan

Medical emergencies will be handled in accordance with the Site-Specific Health & Safety Emergency Medical Plan. The Emergency Medical Plan provides documentation regarding emergency services including the closest hospital, fire and police services.

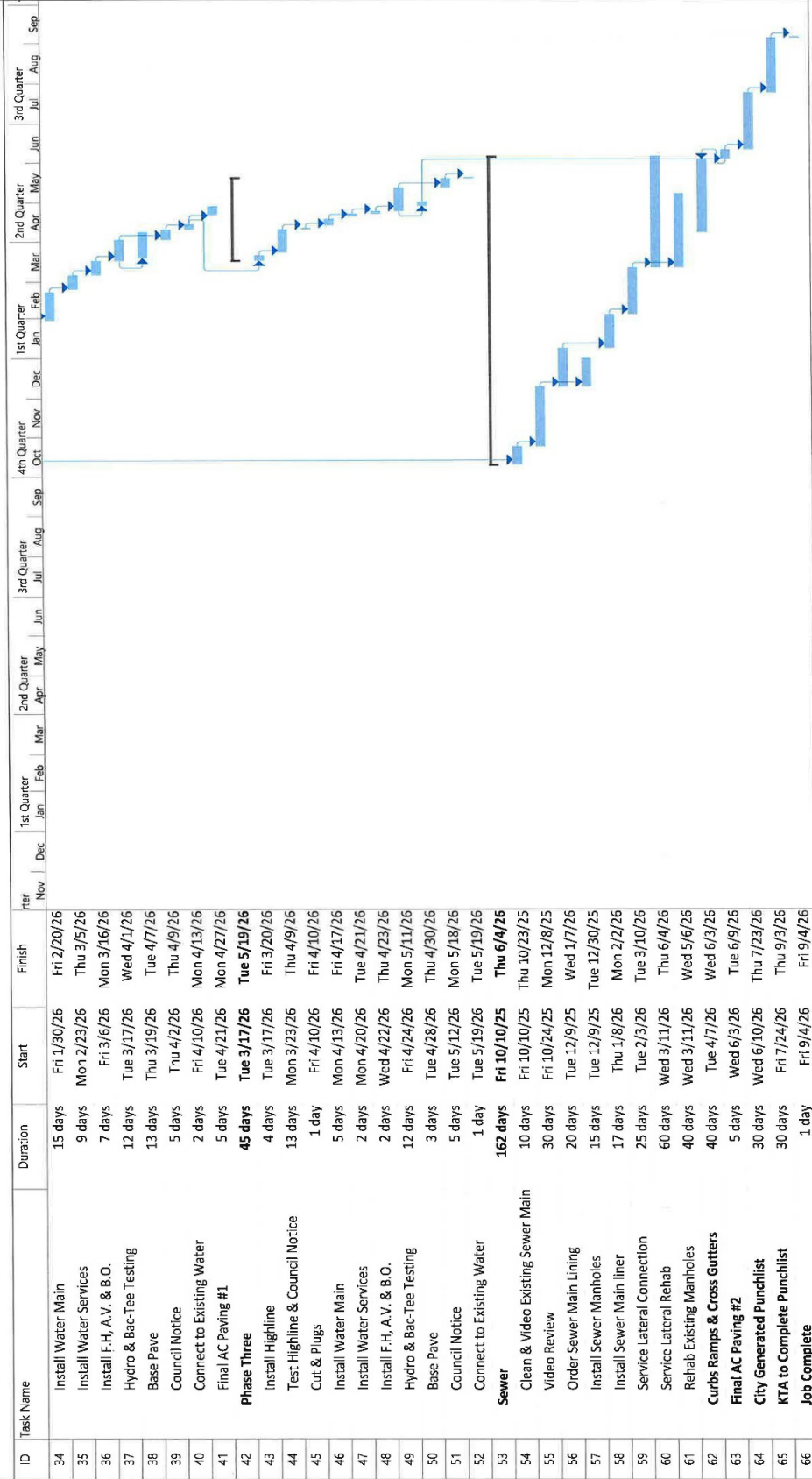
A site-specific Emergency Response Plan will be developed for this project. At a minimum the plan will include the following:

- In the case of a broken waterline, the job site supervisors will call the Water Utilities Emergency Number and inform them of the break so that repairs can be made. Action will also be taken to protect property from any water damage.
- Any emergency related to a broken gas line or downed power line requires a call to 911 and SDG&E. Job site supervisors are all trained to deal with these types of emergencies and will have a phone list with all necessary phone numbers.
- Key personnel phone numbers for 24-hour access will be provided to the City in case of an after-hours emergency.
- In case of a sewage spill, KTA will call the Sewage Spill Hotline number and the list of City representatives provided to us at the pre-construction meeting. Emergency numbers for KTA's primary and secondary contacts will be provided to the City. These people will be available at all times to respond immediately to any sewer spill event. We will take immediate action to contain the spill and protect downstream inlets to storm drains or water bodies.
- Emergency pumping and cleanup equipment and supplies will be available 24 hours a day, seven days a week while the work is in progress.

5.1.8 Proposed Construction Schedule



KTA CONSTRUCTION
College East Improv 1
Baseline Schedule



Project: College East Improv 1
Date: Tue 8/20/24

Task Split Milestone Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Milestone External Milestone

Deadline Progress Manual Progress

Page 2

TECHNICAL PROPOSAL

5.1.9 Traffic Control Management

Shop Drawings will be required for the entire project. KTA will work with the Traffic Control Engineer to develop traffic plans that are safe, in compliance with City requirements and allow the work to be done in an efficient manner. Special attention will be directed to streets that impact schools, recreation centers, and businesses.

These drawings will be prepared by our traffic control vendor Hudson Safe-T-Lite. In all areas of the project, we will keep driveway closures to a minimum and always provide advance notice to residents if their driveway needs to be closed. Trench plates are used to allow access if necessary. Safe pedestrian routes through the work area and street crossing will be maintained at all times. All travel lanes will be open to traffic during non-working hours. Properly installed traffic control to limit traffic delays will minimize inconvenience to the traveling public. These roads also contain bus stops. We regularly work with the MTS to relocate or provide special instructions and traffic control to maintain bus service at all times. Keeping these streets well swept, clean and trenches paved smooth will be high priority.

5.1.10 Community Impact/Outreach

The KTA/Two Rivers team will provide effective public information and respond to public concerns by utilizing the services of Two Rivers as the exclusive Community Liaison. Two Rivers currently manages Community Liaison services for several City of San Diego pipeline replacement projects. Two Rivers will build relations between the Design-Builder and the community by implementing the WHITEBOOK public information and outreach program requirements.

Our Team will work cooperatively and with the City and provide assistance to the City's Public Information Officers through a variety of methods. We will creatively integrate the needs of the community into the design of the project by gathering valuable information from the community at the community planning group presentations during the design phase. We will follow up with presentations during the construction phase.

Within 10 working days of Notice to Proceed, Two Rivers will prepare a complete Community Relations Plan. The Community Relations Plan will include a listing of major stakeholders along the alignment which are expected to be impacted by the construction and proposed mitigation measures to lessen construction impacts. The plan will also specifically identify the lines of communication with the KTA/Two Rivers team.

A. Community Outreach and Public Relations Program

Two Rivers will serve as the exclusive Community Liaison for this project. Two Rivers has served as the exclusive Community Liaison for several projects including: Sewer and AC Water Group 1032, Clairemont Mesa West Improv 1, Sewer & AC Water 812, La Media Improvement 1, University City Improvement 1, Paving 2302 and more than a dozen other projects for the city. Two Rivers' work is distinguished by putting boots on the ground following the NTP in order to be proactive in messaging and establishing trusted relationships.

Two Rivers will adhere to the Whitebook requirements for Community Liaison, to implement and carry out the public information and outreach program.

Two Rivers' outreach effort will begin with the development of a Community Relations Plan for the City to review within 30 days of the Notice to Proceed. The plan will identify communication flow between the City, Design-Builder and the Community Liaison. Key stakeholders, key messages, and methods of outreach will be described in detail.

College East Improv. 1 impacts the College Area in City Council District 9. We will present to the **College Area Community Planning Group & College Area Community Council** on the project design prior to the start of construction.

Two Rivers will provide effective information through fact sheets, map boards and other project-oriented materials for these community presentations. In addition, Two Rivers will proactively collect email addresses at every public interaction in order to build an email list of stakeholders. This email collection effort will be augmented by a link to sign up for project updates on the City's Capital Improvement Projects home webpage. Two Rivers will provide project updates by email via the City's Constant Contact email account. The City uses Constant Contact because it is the only email service that can provide audio reading of the transcript for the blind. In addition, the City's PIO has granted Two Rivers permission to submit project updates to the PIO for posting on the City's Nextdoor social media account.

Two Rivers will also work with the City Council Community Representatives for District 9 to utilize their social media channels to provide accurate, important project schedule information.

As the Community Liaison, Two Rivers will field questions by phone or email from the public and respond within one business day. All public calls and emails will be logged and entered on a spreadsheet that the project team will receive every two weeks including a detailed report of Community Liaison activities.

Two Rivers will also provide effective outreach to schools that are either within 500 feet of a designated work area, or where traffic flow to/from a school might be impeded by construction.

We have identified the following to be contacted: Harriett Tubman Village Charter School.

B. Construction Mitigation Plan on Local Businesses and Residents

Our Community Liaison will meet face-to-face with the manager of each business to explain the project and garner their email and phone contact information. Having their contact information in hand will be valuable when it comes time to inform the businesses about water shutoff, traffic rerouting and/or night work. Steps will be taken to minimize water outages to these businesses. Any necessary outages will be scheduled to provide the least possible disturbance or inconvenience to the businesses and their customers.

Two Rivers' experience shows that early face-to-face introductions and trading of contact information goes a long way to providing trusted communication with business owners or business center managers. This will allow us to learn their concerns. The information they

provide will help the project team develop a work schedule that will allow for the construction to be completed on time and budget and will have minimum impact on businesses.

- There are several small businesses and health care offices located along the Alvarado Rd. corridor
- For home-based businesses, they will receive the outreach outlined in section 9.1

For residents, please refer to section 9.4 where mitigation plan for residents is addressed.

C. Coordination with property Owners for Work Within Easements

The RFP states there will be a need to secure the proper “Work on Private Property” agreements. However, after reviewing the project site, scope of work, and Addendum 2, we do not believe these will be required. However, if at any point it is determined a Private Property Agreement is needed Two Rivers has extensive experience in securing these agreements via face-to-face interaction with resident-owners and via US Postal Service for non-resident owners, their addresses will be researched through the County Recorder’s property tax records.

D. Staging Area and Project Cleanup

KTA’s plan for equipment and material staging during construction includes securing a vacant lot in the project area to be used for storing large equipment and temporary storage of materials for use on the project. Some equipment will be parked along the project on side streets where it is safe to do so. Any equipment parked alongside the project will be moved as the work progresses. Staging areas will be kept clean and orderly. Trash will be kept in proper containers and hauled off on a regular basis. Equipment parked on the streets will be marked with traffic control devices and proper BMPs with drip pans will be used.

The project work areas will be swept at the completion of each shift. Any dirt or debris that is spilled in active traffic lanes will be cleaned up immediately. There are no moratoriums associated with this project, however this is a long duration project. Job site cleanliness and paving trenches to provide a good safe roadway will be paramount to project success.

E. Residence and Visitors

Two Rivers will assist the KTA team in keeping the community stakeholders, including residents and visitors, informed regarding the progress and impact of the project. Two Rivers will communicate with members of the community and integrate the information into the Community Relations Plan.

Outreach materials to the community will include door hanger notices no later than five days before the start of each phase of construction to properties within 300 feet of the construction zone. Two Rivers will also notify water customers of a scheduled shutoff no later than 72 hours in advance via door hanger notices.

Update: VSC visited the project area to document impacted key stakeholders:

- Residents
- City of San Diego
- Mayor Todd Gloria
- City Councilmember Sean Elo-Rivera

- San Diego Unified School District
- Metropolitan Transit System
- San Diego Fire-Rescue Department
- UC San Diego Health Campus East
- College Area Community Planning Group & College Area Community Council
- Health offices and businesses along the busy Alvarado corridor
- San Diego State University, even though the campus is more than 500 feet away from work site, students may still access

Area Schools

Harriett Tubman Village Charter School
6880 Mohawk St, San Diego, CA 92115
Charter school – nontraditional calendar

Community Groups

- College Area Community Planning Group & College Area Community Council

Public Transportation

- MTS only operates a trolley stop, no bus routes, in the area

Public Safety

- This project area is covered by San Diego Fire-Rescue Station 10
 - We spoke with Chief Gaboury, Operations Battalion Chief for the City's Fire and Rescue Department. He requested we provide street closure or detour information so he can forward to the captains at Station 10 - there are multiple shifts at the station and he can email each Captain directly.
 - We also corresponded with Nick Price, the Operations Manager of City of San Diego's private ambulance provider, so their operations can also be aware of work in the area.

6. EOCP Documentation

Meeting/Exceeding SLBE/ELBE/DVBE Goals

The mandatory minimum subcontractor participation percentages for this RFP are as follows:

SERVICE	SLBE	ELBE	SUBCONTRACTING REQUIREMENT
Design and Construction Services	8.4%	13.9%	22.3%

We have selected the following firms to assist our team:

DESIGN SERVICES

- Allied Geotechnical (SLBE)
- Hudson Safe-T-Lite (SLBE)
- McGrath Consulting (ELBE)

CONSTRUCTION SERVICES

- Two Rivers Strategies, Inc. (ELBE)
- J&S Asphalt (SLBE)
- Easy Flow, LLC (SLBE)
- Piperin Corp. (SLBE)



Outreach Efforts

The KTA and Nasland Team will exceed our SLBE/ELBE goals for this project.





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.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: [X] Construction [] Vendor/Supplier [] Financial Institution [] Lessee/Lessor
[] Consultant [] Grant Recipient [] Insurance Company [] Other
Name of Company: KTA Construction, Inc.

ADA/DBA:

Address (Corporate Headquarters, where applicable): 821 Tavern Rd.

City: Alpine County: San Diego State: CA Zip: 91901

Telephone Number: (619) 562-9464 Fax Number: (619) 562-1685

Name of Company CEO: Paul (Mike) Henderson

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

Address: Same

City: County: State: Zip:

Telephone Number: Fax Number: Email: Mike@ktaconstruction.com

Type of Business: General Engineering Contractor Type of License: A

The Company has appointed: Mike Henderson

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: 821 Tavern Rd., Alpine, CA 91901

Telephone Number: 619 562-9464 Fax Number: 619-562-1685 Email: Mike@ktaconstruction.com

- [X] 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 KTA Construction, Inc.

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

herein is true and correct. This document was executed on this 19th day of August, 2024

[Signature] (Authorized Signature)

Brin Ragsdale (Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: KTA Construction Inc DATE: 8/19/2024
 OFFICE(S) or BRANCH(ES): Alpine, CA 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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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											2		
Professional														
A&E, Science, Computer														
Technical														
Sales												1	1	
Administrative Support													7	
Services														
Crafts												2		
Operative Workers														
Transportation			1									2		
Laborers*														

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

Totals Each Column	1		1									7	8	
--------------------	---	--	---	--	--	--	--	--	--	--	--	---	---	--

Grand Total All Employees 17

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: KTA Construction Inc. DATE: 8/19/2024
 OFFICE(S) or BRANCH(ES): Alpine, CA 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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers	1		6									10		
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers			5									3		
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators			4									5		
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters			4									3		
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column	1		19									21		

Grand Total All Employees 41

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

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

7. Reference Checks

Project Name – Pipeline Rehabilitation AS-1

Project Contact – Roberto Vejar-Parra, 619-495-9936, rvejarparra@sandiego.gov

Project Description – The project included rehabilitation of 31,483 LF of 8-Inch sewer main with trenchless technology. Additionally, we replaced/installed new 9 each manholes, 27 each end of line cleanouts, performed 74 each point repairs, and CIPP lined 727 each laterals, which all received new cleanouts. This project was in the City Heights Community of San Diego.

Project Name – Rolando Improv 1

Project Contact – Neda Shahrara, 619-665-7447, nshahrara@sandiego.gov

Project Description – The project included replacement of 6,557 LF of 8-Inch and 12-Inch water main including water services, fire hydrants, and other appurtenances. This project was in the Rolando Community of San Diego.

Project Name – Mountain View Accelerated

Project Contact – Nabil Batta, 619-990-5772, nbatta@sandiego.gov

Project Description – The project included replacement of 1,902 LF of 12-Inch water main including water services, fire hydrants, and other appurtenances. Additionally, 597 LF of sewer main, with manholes and sewer laterals was replaced as well. This project was in the Mountain View Community of San Diego.

Project Name – Sewer and AC Water Group 794

Project Contact – Alex Sleiman, 619-944-1941, asleiman@sandiego.gov

Project Description – The project included replacement of 3,762 LF of 8-Inch water main including water services, fire hydrants, and other appurtenances. Additionally, 12,683 LF of sewer main, with manholes and sewer laterals was replaced. This project also had approximately 2,025 LF of sewer main rehabilitated as well. This project was in the Grant Hill Community of San Diego.