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San Diego, California

# City of San Diego

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# REQUEST FOR PROPOSAL (RFP)

# FOR

COPY

## METRO BIOSOLIDS CENTER ACCESS ROAD REPAIR DESIGN-BUILD CONTRACT

| | |
|---|---|
| RFP NO.: | K-14-6022-DB1-3-C-A |
| SAP NO. (WBS/IO/CC): | 21002257 |
| CLIENT DEPARTMENT: | 2100 |
| COUNCIL DISTRICT: | 6 |
| PROJECT TYPE: | ID |

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

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

**PROPOSALS DUE:**

**12:00 NOON**
**NOVEMBER 13, 2013**
**CITY OF SAN DIEGO**
**PUBLIC WORKS CONTRACTING GROUP**
**1010 SECOND AVENUE, SUITE 1400, MS 614C**
**SAN DIEGO, CA 92101**
**ATTN: CONTRACT SPECIALIST**

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## 1. INTRODUCTION

**1.1.** This is the City of San Diego's (City) selection process to provide Design-Build services for the **Metro Biosolids Center Access Road Repair Design-Build Contract** (Project). The Design-Builders shall disregard references to RFQ and SOQ documents in this RFP.

**1.2.** This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal for this Project, and, the terms and conditions governing the Work. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.

**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.

**1.4.** 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.

**1.5.** 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. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide supply 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.

**1.6.** 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.

**1.7.** 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 attachments, 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).

**1.8.** 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 shall 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.

## 2. EQUAL OPPORTUNITY

**2.1.** 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.

**2.2.** 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.

**2.3.** Subcontractor Participation:

**2.3.1.** 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 | 6.9% |
| 2. | ELBE participation | 15.4% |
| 3. | Total mandatory participation | 22.3% |

**2.3.2.** The Design-Builders are required to attend the Pre-Proposal Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: http://www.sandiego.gov/eoc/

**2.3.3.** The Proposal will be declared **non-responsive** if the Proposer fails the following mandatory conditions:

1. Attending the Pre-Submittal Meeting.
2. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
3. Proposer's submission of Good Faith Effort documentation demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Proposal Due Date if the overall mandatory participation percentage is not met.

**2.4.** For additional Equal Opportunity Contracting Program requirements (see ATTACHMENT C)

## 3. PROJECT VALUE

**3.1.** The City's estimate of the Contract Price including stipulated Bid items is **$1,013,000.**

## 4. CONTRACT TIME

**4.1.** The Project shall be completed within **180 Working Days** from the NTP.

## 5. CONTRACTOR'S LICENSE CLASSIFICATION AND PRE-QUALIFICATION STATUS

**5.1.** The Design-Builder's license(s) and its prequalification status as specified herein must be valid when Proposal is submitted. Failure to comply with these requirements will result in rejection of the Proposal.

**5.2.** Class "A, or C-12" contractor's license will be required.

**5.3.** The Design-Builder shall ensure that Design-Builder's license(s) shall be valid when Proposal is submitted. Failure to comply with this requirement will result in:

**5.3.1.** The rejection of the Proposal as being non-responsive.

**5.4.** The Design-Builders interested in submitting a proposal for this Project shall be pre-qualified through the City's Prequalification program:

**5.4.1.** The Design-Builders must submit a complete prequalification application to the City of San Diego, Public Works Contracting Group, Pre-Qualification Program, 1010 Second Avenue, Suite 1400, San Diego, CA 92101.

**5.4.2.** Information about the Pre-Qualification Program and the required application materials are available on the City's web site. Please contact Dave Stucky at (619) 533-3474 or dstucky@sandiego.gov for additional information about the Pre-Qualification Program.

**5.4.3.** Design-Builders shall receive prequalification clearance **no later than the Proposal due date and time**. Prequalification materials shall be received at the above address no later than 2 weeks prior to the Proposal due date.

## 6. SELECTION AND AWARD SCHEDULE

**6.1.** The Panel will forward its ranked listing to the Director or designee with a recommendation for the highest ranking proposal. The Mayor or designee has final authority for selection.

**6.2.** The City anticipates that the process for selecting a Design-Builder, and awarding the contract, will be according to the following tentative schedule:

| | | |
|---|---|---|
| **6.2.1.** | Pre-Proposal Meeting | OCTOBER 23, 2013 |
| **6.2.2.** | Proposal Due Date | NOVEMBER 13, 2013 |
| **6.2.3.** | INTERVIEWS | NOT USED |

| | | |
|---|---|---|
| **6.2.4.** | Selection and Notification | NOVEMBER 20, 2013 |
| **6.2.5.** | Receipt of Bonds and Insurance Certificates | NOVEMBER 29, 2013 |
| **6.2.6.** | Limited Notice to Proceed | DECEMBER 13, 2013 |

## 7. PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS (SEE ATTACHMENT A)

## 8. PRE-PROPOSAL ACTIVITIES

### 8.1. Submission of Questions

**8.1.1.** The Director or designee of the Public Works Department is the officer responsible for responding to questions and 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.

**8.1.2.** All questions regarding the RFP shall be presented in writing to the Contract Specialist at the US Postal Service or the e-mail address identified on the cover sheet of the RFP prior to the Proposal due date

**8.1.3.** Questions received less than 14 Days prior to the Proposal due date may not be considered.

**8.1.4.** Interpretations or clarifications of this RFP considered necessary by the City in response to such questions will be issued by Addenda.

**8.1.5.** The City at its option, may respond to any or all questions submitted in the form of an Addendum. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

**8.1.6.** The changes to the RFP through Addendum are made effective as though originally issued with the RFP. It is the Design-Builder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Proposal.

### 8.2. Pre-Proposal Meeting

**8.2.1.** A mandatory Pre-Proposal meeting will be held on **OCTOBER 23, 2013,** from 10:00 AM to 11:00 AM, at 1010 Second Avenue, Suite 1400, San Diego, CA, 92101.

**8.2.2.** All Design-Builders are **required** to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to the RFP. It is not necessary for all members of the Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be responsible for receiving and applying all information discussed at the Pre-Proposal Meeting.

**8.2.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 7 days prior to the Pre-Proposal Conference to ensure availability.

**8.2.4.** Proposals shall be considered **non-responsive** if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet when such a meeting has been specified to be required.

**8.2.5.** Firms participating in the Pre-Proposal Meeting and site visit (if any) will not be compensated for their participation.

**8.3. Pre-Proposal Site Visit (Not Used)**

**8.4. RFP Revisions**

The City reserves the right to revise the RFP and extend the Proposal due date by issuing an addendum. Addenda issued by the City will be posted to the City's electronic bidding website.

## 9. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

**9.1.** 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 the Public Works Contracting Group.

**9.2.** The Design-Builders shall examine carefully 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.

## 10. CHANGES TO THE SCOPE OF WORK

**10.1.** 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 City's written consent to the change prior to making any changes. In no event shall 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.

## 11. DESIGN SUBMITTALS

**11.1.** 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.

## 12. BONDS AND INSURANCE

**12.1.** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Sections 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (See Attachment E).

## 13. SUBMITTAL REQUIREMENTS

**13.1.** Each Design-Builder shall submit separate "Technical" and "Price" Proposals as described in this RFP.

### 13.2. Technical Proposal Requirements

**13.2.1.** Failure to comply with this section will render the Design-Builder's submittal invalid and disqualify it from this selection process.

**13.2.2.** 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 25 or less 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. (ATTACHMENT G Proposal Submittal Requirements and Selection Criteria). Any Technical Proposal that does not comply with these formatting standards may not be considered.

**13.2.3.** The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.

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

### 13.3. Price Proposal Requirements

**13.3.1.** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Proposal Form(s), Attachment H.

**13.3.2.** One executed original of the Price Proposal, clearly marked as "Original" on the cover shall be submitted in a separate sealed envelope. Refer to Attachment H, of this RFP for the Price Proposal form to be used.

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

**13.3.4.** The lowest proposed price is not the determining factor for award of this contract. See ATTACHMENT G for criteria from which the proposals will be evaluated.

**13.3.5.** In case of discrepancies, written numbers will govern over numerical. The summation of all lump sum, unit prices, allowances and any other priced items will govern over the total price in case of discrepancies between the two.

**13.3.6.** Certain EOCP information (i.e., Subcontractors and Suppliers listings) that indicates the dollar value of the portions of the work to be performed by the Subcontractors and Suppliers shall be submitted as part of the Price Proposal.

## 13.4. Submittal Requirements

### 13.4.1. General

**13.4.1.1.** A corporation designated as the selected Design-Builder shall furnish evidence of its corporate existence and evidence that the officer signing the Proposal and subsequent bonds for the corporation is duly authorized to do so.

**13.4.1.2.** Price Proposal shall be made only upon the Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

**13.4.1.3.** The Design-Builder shall complete and submit all pages in the "Proposal Documents" Section as their Price Proposal per the schedule given under "Required Documents Schedule." The Design-Builder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Proposal. The entire specifications for the proposal package do not need to be submitted with the proposal.

**13.4.1.4.** Proposals and certain other forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Design-Builder and the appropriate State Contractors License designation which the Design-Builder holds.

**13.4.1.5.** Proposals may be withdrawn by the Design-Builder prior to, but not after, any of the Proposals received by the City have been opened. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

**13.4.1.6.** Proposals or modifications received after the hour and date specified on the cover of this RFP may cause the Design-Builder's Proposal to be rejected as non-responsive.

**13.4.1.7.** Failure to comply with the requirements of this RFP may result in disqualification.

**13.4.2. Technical Proposal**

**13.4.2.1.** The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.

**13.4.2.2.** The Technical Proposal must contain: one executed original, clearly marked as "Original" on the cover, five (5) paper copies of the Proposal, and one (1) searchable Portable Document Format (PDF) copy of the Proposal stored on Compact Disc (CD) or Digital Video Disc (DVD). The following information will be clearly marked on the outside of each package:

Name of Design-Builder
Project Title
"Technical Proposal" Package Number (for example: "1 of 16")
Marked "CONFIDENTIAL" (in red)

**13.4.2.3.** 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.

**13.4.3. Price Proposal**

**13.4.3.1.** The Price Proposal shall be submitted separately from the Technical Proposal and shall be received no later than the time and date shown on the cover of this RFP.

**13.4.3.2.** Submittal of the Price Proposal after the date stipulated in this section will be cause for rejection of the entire Proposal and disqualification of the Design-Builder for this selection process.

**13.4.3.3.** The Price Proposal shall be submitted in <u>sealed packages</u> with the following information clearly marked on the outside of each package:

Name of Design-Builder
Project Title
"Price Proposal" Marked "CONFIDENTIAL" (in red)

**13.4.4. Review of Technical Proposal**

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

## 14. SELECTION CRITERIA

**14.1.** Following review of the Technical Proposals, the resulting qualitative evaluation scores will be totaled. After which, each Design-Builder's price envelope will be opened and forwarded to EOCP for review of actual subcontractor participation and scoring. The EOCP score will then be added to the Design-Builder's cumulative score.

**14.2. Final Selection (Meet Criteria/Low Proposal i.e., Lowest Price for the Acceptable Design)**

**14.2.1.** The City will select a Design-Builder that will offer the lowest price for the design and construction of the Project per the scope shown in ATTACHMENT A and the requirements of this contract. The Project Manager will assemble a team which will utilize the point system described in ATTACHMENT G to evaluate the acceptability of the Proposals. Only Proposals scored 80 points or higher will be deemed acceptable and considered. The apparent winning Design-Builder will be selected based on the lowest price.

**14.2.2.** The Design-Builder is responsible to demonstrate by submittal of their package that the complete design and construction can be accomplished for the Contract Price. Design-Builders will be notified in writing of the City's final decision.

## 15. OPENING OF PRICE PROPOSALS

**15.1.** After the Technical Proposals have been evaluated and scored, the City will open the Price Proposals and make the selection of the Design-Builder in accordance with the criteria set forth in ATTACHMENT G. The City will notify all participants of it selection. This notification shall constitute the public announcement. In the event that the Design-Builder identified in the notification is subsequently deemed non-responsive or non-responsible, a new selection and public notification will be provided to all participants.

**15.2.** To obtain opening of price Proposals results, attend the opening of Price Proposals, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Proposal number, and Proposal tabulation will be mailed to you upon verification of extensions. The results given over the telephone shall not be relied upon confirmed in writing.

## 16. POLICIES, PROCEDURES AND GUIDELINES

**16.1.** The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.

**16.2.** A Ranking Panel (Panel) will be established for this Project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at Large, as required and other agencies e.g., the State Water Resource Control Board, etc.).

**16.3.** The Panel will review all proposals received in accordance with ATTACHMENT G of this RFP. Based on the Design-Builder's Proposal and the Project's Evaluation Criteria, the Panel will rank the Design-Builders qualifications accordingly. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee for approval.

**16.4.** The Mayor or designee will make the final recommendation to City Council concerning the proposed agreement. The City Council has the final authority to approve the Contract.

## 17. ADDITIONAL TERMS AND CONDITIONS

**17.1.** **Protests.** A Design-Builder may protest the award of a Task Order to another Design-Builder in accordance with San Diego Municipal Code section 22.3017.

**17.2.** **Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as "key personnel" in its Statement of qualifications SOQ and Proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any material, Supplier, or Subcontractor identified in its SOQ and Proposal statement of qualifications or proposal without written consent of the City.

**17.3.** **Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which would be adjusted as mutually agreed upon by the City and the Design-Builder.

**17.4.** **Submittal of "Or Equal" Items.** See 4-1.6, "Trade Names or Equals" in the SSP and as modified by the Scope of Work ATTACHMENT A.

**17.5.** **Subcontract Limitations.** The Design-Builders shall perform not less than 97% and up all work contemplated under this RFP. Failure to comply may render the Proposal **non-responsive**.

**17.6.** **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.

**17.7.** **City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.

**17.7.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

**17.7.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

**17.7.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

**17.7.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

**17.7.5.** 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.

**17.7.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

**17.7.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**17.8. Payroll Records.**

**17.8.1.** The Design-Builder's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§1771.5(b) and 1776. These require, in part, that the Design-Builder and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

**17.8.2.** The Design-Builder and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. The Design-Builder shall be responsible for the compliance with these provisions by the Subcontractors. The City will withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

**17.9. Prevailing Wage Rates:** Prevailing wage rates apply to this contract.

**17.9.1. State Prevailing Wage Requirements.**

**17.9.1.1.** In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

**17.9.1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

**17.9.1.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation

publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said 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 Department of Industrial Relations, 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.

**17.9.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

**17.10. Working Hours.**

**17.10.1.** The Design-Builder shall comply with all applicable provisions of section 1810 to 1815, inclusive, of the California Labor Code relating to working hours.

**17.10.2.** The Design-Builder shall forfeit $25.00 to the City for each worker employed in the execution of the Contract by the Design-Builder or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1.5 times the basic rate of pay.

**17.11. Reference Standards:**

**17.11.1.** 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") | 2012 | PITS070112-01 |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* | 2012 | PITS070112-02 |
| City of San Diego Standard Drawings* | 2012 | PITS070112-03 |
| Caltrans Standard Specifications | 2010 | PITS070112-04 |

| Title | Edition | Document Number |
|---|---|---|
| Caltrans Standard Plans | 2010 | PITS070112-05 |
| California MUTCD | 2012 | PITS070112-06 |
| City Standard Drawings - Updates Approved For Use* | Varies | Varies |
| Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84 | 1984 | 769023 |
| NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml | | |

## 18. PHASED FUNDING (NOT USED)

## 19. REQUIRED DOCUMENT SCHEDULE AND FORMS

**19.1. REQUIRED DOCUMENT SCHEDULE** - The following forms must all be completed and submitted to the City in connection with this Request for Proposal (see Required Document Schedule)

**19.1.1.** The Design-Builder's or Design-Builder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

**19.1.2.** 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/index.shtml

| REQUIRED DOCUMENT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| ITEM | WHEN DUE | FROM | DOCUMENT TO BE SUBMITTED | DOCUMENT DUE (AS CHECKED) WITH: | |
| | | | | TECHNICAL PROPOSAL | PRICE PROPOSAL |
| 1. | PROPOSAL SUBMITTAL DATE/TIME | ALL BIDDERS | Price Proposal Form | | √ |
| 2. | PROPOSAL SUBMITTAL DATE/TIME | ALL BIDDERS | Non-collusion Affidavit to be Executed By Design-Builder and Submitted with Proposal under 23 USC 112 and PCC 7106 | | √ |
| 3. | PROPOSAL SUBMITTAL DATE/TIME | ALL BIDDERS | Contractors Certification of Pending Actions | | √ |

| REQUIRED DOCUMENT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| ITEM | WHEN DUE | FROM | DOCUMENT TO BE SUBMITTED | DOCUMENT DUE (AS CHECKED) WITH: | |
| | | | | TECHNICAL PROPOSAL | PRICE PROPOSAL |
| 4. | PROPOSAL SUBMITTAL DATE/TIME | ALL BIDDERS | Equal Benefits Ordinance Certification of Compliance | | √ |
| 5. | PROPOSAL SUBMITTAL DATE/TIME | ALL BIDDERS | Form AA05 – Design-Build List of Subcontractors | | √ |
| 6. | PROPOSAL SUBMITTAL DATE/TIME | ALL BIDDERS | Form AA15 - Design-Build List of Subcontractors | √ | |
| 7. | PROPOSAL SUBMITTAL DATE/TIME | ALL BIDDERS | Form AA25 - Design-Build Named Equipment/Material Supplier List | | √ |
| 8. | PROPOSAL SUBMITTAL DATE/TIME | ALL BIDDERS | Form AA30 - Design-Build Named Equipment/Material Supplier List | √ | |
| 9. | WITHIN 3 WORKING DAYS OF PROPOSAL DUE DATE WITH GOOD FAITH EFFORT DOCUMENTATION | ALL BIDDERS | Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs. | | |
| 10. | WITHIN 3 WORKING DAYS OF PROPOSAL DUE DATE WITH GOOD FAITH EFFORT DOCUMENTATION | ALL BIDDERS | Form AA60 – List of Work Made Available | | |
| 11. | WITHIN 3 WORKING DAYS OF PROPOSAL DUE DATE WITH GOOD FAITH EFFORT DOCUMENTATION | ALL BIDDERS | SLBE-ELBE Good Faith Documentations | | |
| 12. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Names of the principal individual owners of the Apparent Low Design-Builder - | | |

| REQUIRED DOCUMENT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| ITEM | WHEN DUE | FROM | DOCUMENT TO BE SUBMITTED | DOCUMENT DUE (AS CHECKED) WITH: | |
| | | | | TECHNICAL PROPOSAL | PRICE PROPOSAL |
| 13. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | If the Contractor is a Joint Venture, the following information must be submitted:<br>• Joint Venture Agreement<br>• Joint Venture License | | |
| 14. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contract Forms - Agreement | | |
| 15. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contract Forms – Performance Bonds and Labor and Materialmen's Bond | | |
| 16. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Certificates of Insurance and Endorsements | | |
| 17. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contractor Certification - Drug-Free Workplace | | |
| 18. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contractor Certification - American with Disabilities Act | | |
| 19. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Contractors Standards - Pledge of Compliance | | |

| REQUIRED DOCUMENT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| ITEM | WHEN DUE | FROM | DOCUMENT TO BE SUBMITTED | DOCUMENT DUE (AS CHECKED) WITH: | |
| | | | | TECHNICAL PROPOSAL | PRICE PROPOSAL |
| 20. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS | APPARENT LOW PROPOSER | Form BB05 – Work Force Report | | |

# ATTACHMENTS

# ATTACHMENT A

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

## ATTACHMENT A

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

## PUBLIC WORKS DEPARTMENT

### 1. Project Description:

This project consists of repairs of the access road connecting the City's Biosolids Center to the north end of Convoy St. Work shall include repair and sealing of cracks in several locations throughout the road, main gate, and the roads within the plant. Settlement has occurred in areas of the road which have been built over landfill (similar to SR-52). The re-grading (asphalt-concrete filling) and compaction of these sections shall be included in this contract. It is not the intent of this project to return the road to its original grade as shown on the as-built/survey drawings but to provide a design/construction plan which will result in a smooth and drivable road. Proper drainage shall be designed and constructed for areas affected by road repairs. Any existing facilities damaged by construction shall be repaired or replaced. Work consists of repairing approximately 4000' of the access road from Convoy Street to Biosolid Blvd and the sealing of approximately 2000' of cracks located inside MBC facility beginning at the main gate. The entire access road shall be restriped after the completion of all work. The final road repair as-built plans shall include the locations of the Caltrans Right-Of-Way (see Caltrans R/W drawings included in this Attachment A, for reference only), utilities poles, SDG&E gas lines and landfill collection and transmission gas lines. Design/Builder will be responsible for potholing and locating all utilities that are near and crosses the road including landfill collection and transmission gas lines. Design/Builder will also be responsible for all permits, traffic control plans, preparing and implementing a Water Pollution Control Plan.

### 2. Scope of Work:

#### 2.1. Access road repairs:

See Appendix G, Plans Access Road for detailed descriptions, and stationing locations of the specific crack repairs required. As indicated before, there are approximately 2,000' of cracks inside the plant that will need to be sealed. In order to view the condition, and repairs required to the road inside the plant, Design-Builders are encouraged to walk the job site.

#### 2.2. Gas Lines / Utilities:

Design-Builder shall have all utilities marked out and potholed prior to construction. Existing as-builts will be provided to the Design-Builder. For gas line locations contact Dave Buck with Fortistar (716-946-9190). Gas mains are buried on the north and south sides of the road. On the north side of the road is a 4-inch steel high pressure natural gas main; on the south side of the road is a 20-inch PVC low pressure landfill gas main along with a 2-inch condensate line. Elevations of the landfill gas pipelines are largely unknown, but the landfill gas main is very shallow

and is visible in some places. Various small diameter landfill gas collection pipes cross the road as well. Design-Builder shall avoid the existing gas mains. No digging is allowed on the shoulder. Heavy equipment and vehicles are not allowed on the shoulder of the road. Design-Builder shall achieve 95% compaction without affecting the integrity of the existing gas pipelines.

High levels of methane are not expected, but are possible. Design-Builder provided hazardous conditions and operations personnel are required during work. The Design-Builder shall provide and use a methane detector for constant monitoring during all work. If warning levels of methane (10% LEL) are detected, stop work, clear the area, and contact the engineer.

**2.3.** Coordination with the City of San Diego:

All work locations detailed in this scope are approximate. Ahead of any work, the Design-Builder shall field verify work locations with the City engineer. Design-Builder shall provide the City 48 hours advanced notice of excavation. If excavation exposes the landfill cap, the Design-Builder shall immediately stop excavation and contact the City engineer. The Design-Builder can resume excavation at another location above the landfill cap without clearance from the City. City will provide all survey services required for this project during design and construction.

1. MBC Access Road Survey 21002257f.dgn
   Survey file "MBC Access Road Survey 21002257f.dgn" is a drawing file and will require a Microstation Program to open.
2. MBC Access Road Survey 21002257f-Field.docx
3. MBC Access Road Survey 21002257f-Profile.pdf

All current survey information can be viewed at:

ftp://ftp.sannet.gov/OUT/mwwd/MBC%20Access%20Road%20Repair/

**2.4.** Permits / Environmental:

The Design shall be in accordance with the Clean Water Project guidelines (CWP). The CWP guidelines are available at the City of San Diego web page, Departments, Public Utilities, Business Concerns, CWP Guidelines. Design-Builder shall be responsible for preparing and following a Water Pollution Control Plan. Design-Builder shall be responsible for obtaining all relevant permits and approvals. The Design-Builder shall follow the guidelines outlined in the environmental exemption permit granted by the City's Environmental Section.

**2.5.** Traffic Control:

The Design-Builder shall provide complete traffic control at all times for all work. The Design-Builder shall be solely responsible for all traffic control. The road shall remain open to traffic at all times (24 hours a day, 7 days a week) with a 10 minute maximum delay (1/2 width of the road in each direction shall remain open at all times). Construction activities shall be completed by 4:30 pm each day.

**2.6.** Use of Computer Aided Drafting and Design (CADD):

The Design-Builder shall use CADD. CADD drawings, figures, and other work shall be produced by the Design-Builder using MicroStation software. Conversions of CADD work from any other non-standard CADD format to City standard MicroStation format shall not be acceptable in lieu of this requirement unless specified otherwise in the Contract Documents. Refer to City's CADD Standards for detailed requirements.

## CALTRANS RIGHT-OF-WAY DRAWINGS

149

89 240560

RECORDED IN OFFICIAL RECORDS OF SAN DIEGO COUNTY, CA.

89 MAY -8 AM 8:04

VERA L. LYLE COUNTY RECORDER

RECORDING REQUESTED BY
Dept. of Transportation
District 11
When recorded mail to
P.O. Box 85406
San Diego, CA 92138-5406

ATTN: R/W ENGINEER

NO FEE

RELINQUISHMENT OF HIGHWAY RIGHT OF WAY IN THE
CITY OF SAN DIEGO, ROAD 11-SD-52-5.5
REQUEST NO. 24350

WHEREAS, by freeway agreement dated July 3, 1975, between the City of San Diego and the State of California, the City agreed to accept title to reconstructed city streets, slope and drainage easements, upon relinquishment thereof to said City by the State of California; and

WHEREAS, the State of California has acquired right of way for and has constructed the above-mentioned collateral facilities in the City of San Diego, at Convoy Street, road 11-SD-52, in accordance with said agreement; and

WHEREAS, in accordance with Section 73 of the Streets and Highways Code, a 90-day notice in writing dated July 26, 1988, of intention to relinquish the above mentioned collateral facilities was delivered to the City by certified mail return receipt on July 29, 1988, Article Number 96736; and

TRANSPORTATION COMMISSION
RESOLUTION NO
R3020
PASSED BY
APR 20 1989
CALIFORNIA
TRANSPORTATION COMMISSION

WHEREAS, this Commission has found and determined, and does hereby find and determine, that it is desirable and in the public interest that said collateral facilities be relinquished to the City of San Diego for use as city streets;

NOW, THEREFORE, IT IS VOTED by the California Transportation Commission that it relinquish, and it does hereby relinquish, to the City of San Diego, effective upon the recordation of a certified copy hereof with the Recorder of San Diego County, all of the State of California's right, title and interest in and to said collateral facilities in said City, together with the right of way and appurtenances thereof, described as follows:

All those portions of State highway right of way and reconstructed city streets, slopes and drainage easements designated as Segments 1 and 2 on those certain relinquishment maps filed for record as State Highway Map No. 260, Sheets 1 through 3, inclusive, on March 17, 1989, File/Page No. 89-136964 in the Office of the Recorder of San Diego County.

RESERVING unto the State of California any and all rights of ingress to and egress from the streets hereby relinquished, in and to the adjoining freeway, except at such points as now are or may be established by resolution of this Commission.

THIS IS TO CERTIFY that the foregoing is a full and correct copy of the original resolution duly passed by the California Transportation Commission at its meeting regularly called and held on the 20th day of April, 1989, in the City of Fremont.

Dated this 24th day of April, 1989.

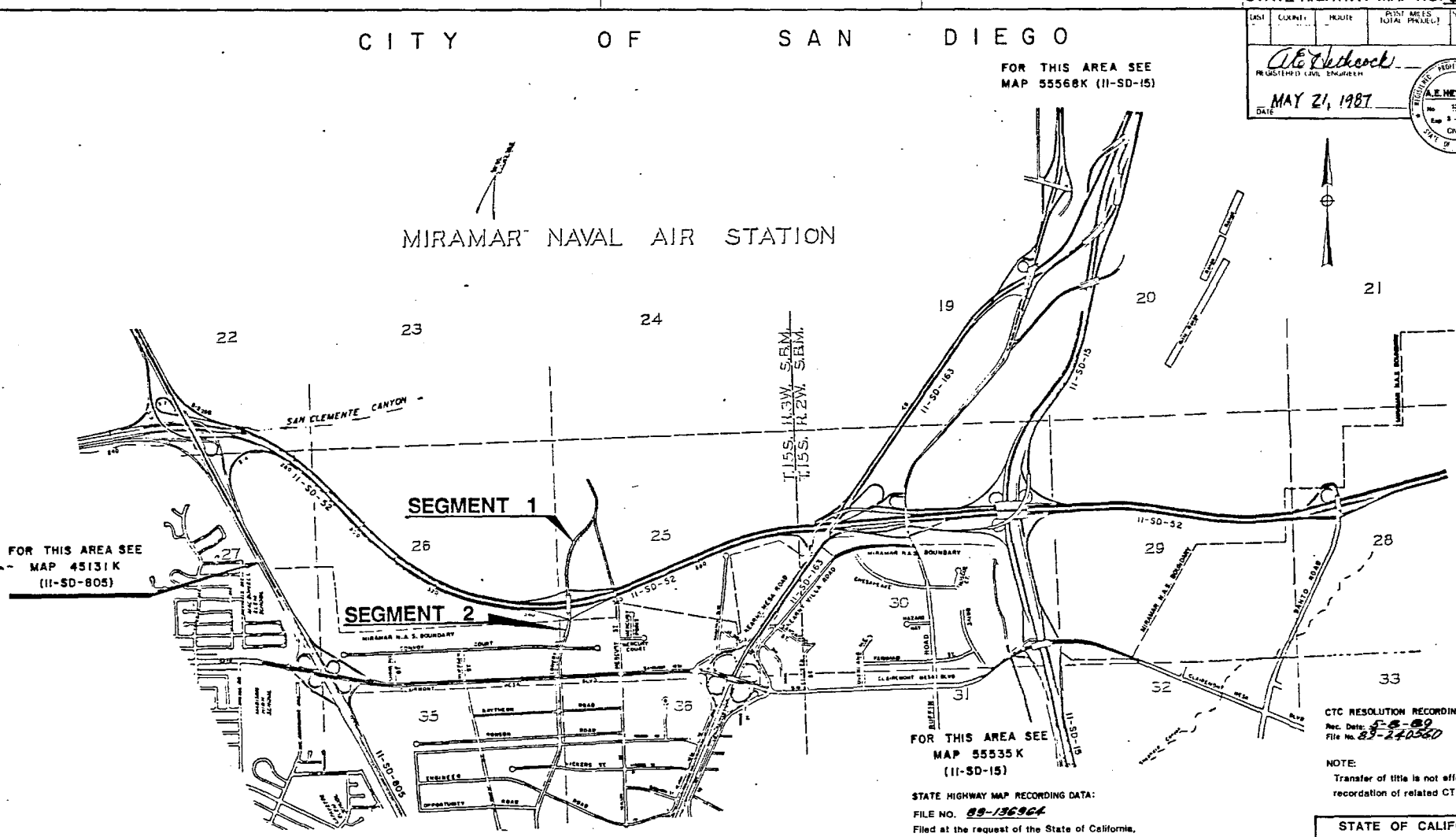
ROBERT I. REMEN
Executive Director
CALIFORNIA TRANSPORTATION COMMISSION

STATE HIGHWAY MAP NO. 260

| DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET NO | TOTAL SHEETS |
|---|---|---|---|---|---|
| | | | | | |

A.E. Hethcock
REGISTERED CIVIL ENGINEER
MAY 21, 1987
DATE

REGISTERED PROFESSIONAL ENGINEER A.E. HETHCOCK No. 13042 Exp. 3-31-88 CIVIL STATE OF CALIFORNIA




CTC RESOLUTION RECORDING DATA:
Rec. Date: 5-8-89
File No. 89-240560

NOTE:
Transfer of title is not effected until recordation of related CTC resolution.

STATE HIGHWAY MAP RECORDING DATA:
FILE NO. 89-136964
Filed at the request of the State of California, Business and Transportation Agency, Department of Transportation, District 11, this 17TH day of MAY 1989, at 8:25 A.M. County Recorder San Diego County, State of California.
Fee: NONE
VERA L. LYLE, COUNTY RECORDER
BY: _____
DEPUTY COUNTY RECORDER

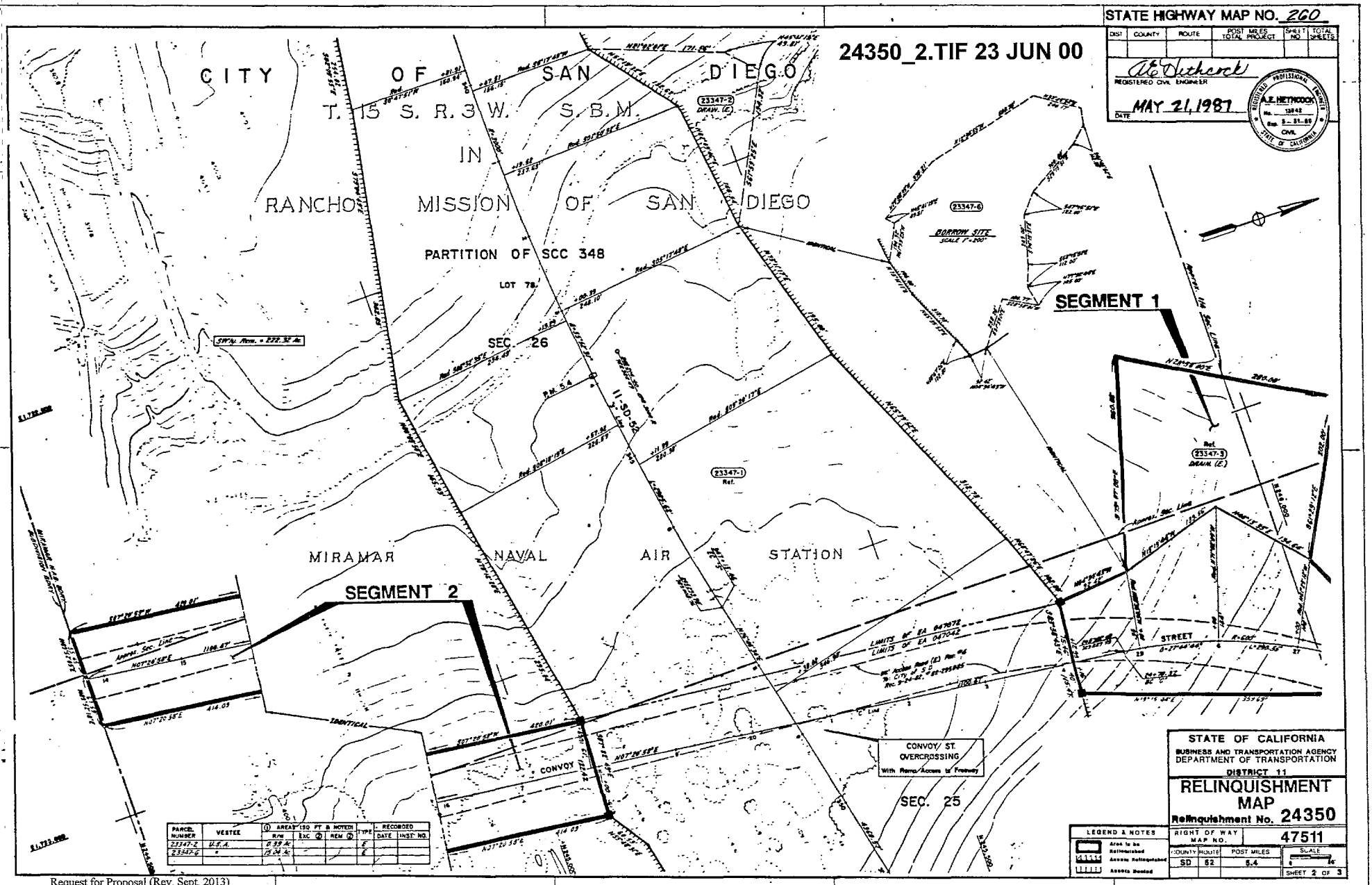
STATE OF CALIFORNIA
BUSINESS AND TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 11

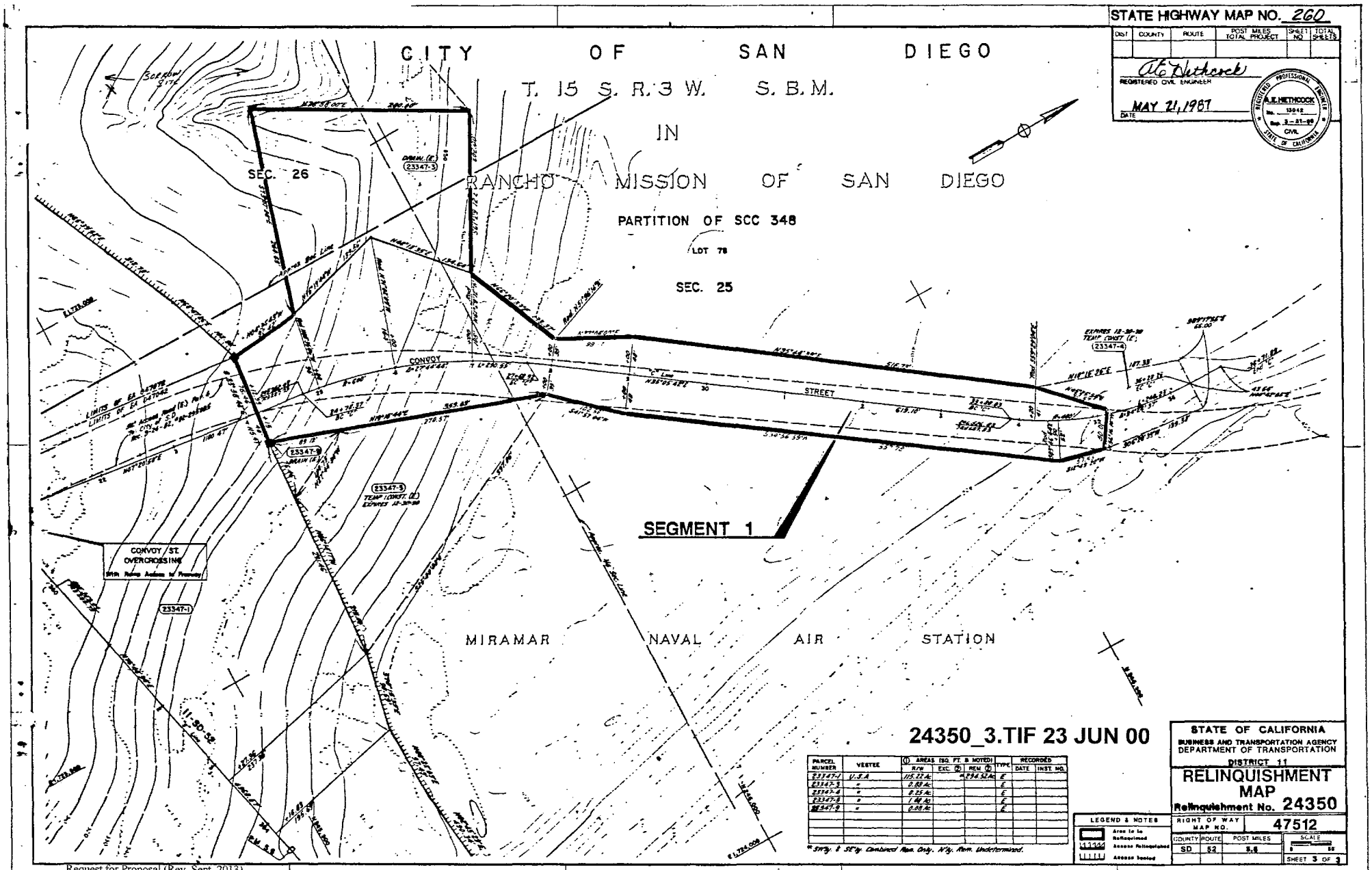
RELINQUISHMENT KEY MAP
Relinquishment No. 24350

LEGEND & NOTES
Area to be Relinquished
Access Relinquished
Access Denied

| RIGHT OF WAY MAP NO | | | 47506K |
|---|---|---|---|
| COUNTY | ROUTE | POST MILES | SCALE |
| SD | 52 | 4.0–8.6 | 1" = 1000' |
| SD | 163 | 9.3–10.1 | SHEET 1 OF 3 |

24350_1.TIF 23 JUN 00


STATE HIGHWAY MAP NO. 260
24350_2.TIF 23 JUN 00
DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET NO | TOTAL SHEETS
REGISTERED CIVIL ENGINEER
MAY 21, 1987
DATE
CITY OF SAN DIEGO
T. 15 S. R. 3 W. S.B.M.
IN
RANCHO MISSION OF SAN DIEGO
PARTITION OF SCC 348
LOT 78
SEC. 26
MIRAMAR NAVAL AIR STATION
SEGMENT 1
SEGMENT 2
BORROW SITE
SCALE 1"=200'
23347-2
DRAIN. (E)
23347-6
23347-1
Ref.
23347-3
DRAIN. (E)
11-SD-52
P.M. 5.4
CONVOY
CONVOY/ ST. OVERCROSSING
With Ramp Access to Freeway
STREET
SEC. 25
PARCEL NUMBER | VESTEE | AREAS (SQ FT & NOTED) R/W | EXC | REM | TYPE | RECORDED DATE | INST. NO.
23347-2 | U.S.A. | 0.39 Ac | E
23347-6 | " | 15.04 Ac | E
STATE OF CALIFORNIA
BUSINESS AND TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 11
RELINQUISHMENT MAP
Relinquishment No. 24350
LEGEND & NOTES
Area to be Relinquished
Access Relinquished
Access Denied
RIGHT OF WAY MAP NO. 47511
COUNTY | ROUTE | POST MILES
SD | 52 | 5.4
SCALE
SHEET 2 OF 3


STATE HIGHWAY MAP NO. 260
CITY OF SAN DIEGO
T. 15 S. R. 3 W. S. B. M.
IN
RANCHO MISSION OF SAN DIEGO
PARTITION OF SCC 348
LOT 78
SEC. 26
SEC. 25
CONVOY STREET
SEGMENT 1
CONVOY / ST. OVERCROSSING
MIRAMAR NAVAL AIR STATION
24350_3.TIF 23 JUN 00
STATE OF CALIFORNIA
BUSINESS AND TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 11
RELINQUISHMENT MAP
Relinquishment No. 24350
RIGHT OF WAY MAP NO. 47512
SHEET 3 OF 3

## ATTACHMENT B

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# ATTACHMENT C

# EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

## EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

## 1. EQUAL OPPORTUNITY

**1.1.** To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

### D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

**1. Nondiscrimination in Contracting Ordinance.**

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

   The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor 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.

   The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.

3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.

4. The Contractor further agrees 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. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance.

The Contractor further understands and agrees 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. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

   The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

   The Contractor shall include the foregoing clause in all contracts between the Contractor and 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 of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.

4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:

   1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.

   2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.

   3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.

4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.

5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.

7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.

8. The Contractor disseminates its EEO Policy to union and community organizations.

9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.

10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.

11. The Contractor maintains 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.

12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.

13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.

14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.

15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and

encourages all employees to seek and prepare appropriately for such opportunities.

16. The Contractor ensures 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.

## ATTACHMENT D

## INTENTIONALLY LEFT BLANK

# ATTACHMENT E

# SUPPLEMENTARY SPECIAL PROVISIONS

## SUPPLEMENTARY SPECIAL PROVISIONS

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

1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.

2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

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

**1-2 TERMS AND DEFINITIONS.**

**Normal Working Hours.** To the City Supplement, ADD the following:

The Normal Working Hours are between **7:00 AM to 4:30 PM.**

### SECTION 2 - SCOPE AND CONTROL OF WORK

**2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

**2-7 SUBSURFACE DATA.** ADD the following:

1. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

    1. Report of Geotechnical Evaluation dated June 6, 1994 by Ninyo & Moore and Associates.

2. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

    ftp://ftp.sannet.gov/OUT/mwwd/MBC%20Access%20Road%20Repair/

## SECTION 4 - CONTROL OF MATERIALS

**4-1.6** **Trade Names or Equals.** ADD the following:

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

**7-3** **LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein must not be construed to limit your indemnity obligations contained in the Contract.

**7-3.1** **Policies and Procedures.**

1. You must procure the insurance described below, at its 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 must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.

4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.

5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must 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 must 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 must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.

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

| General Annual Aggregate Limit | Limits of Liability |
|---|---|
| Other than Products/Completed Operations | $2,000,000 |
| Products/Completed Operations Aggregate Limit | $2,000,000 |
| Personal Injury Limit | $1,000,000 |
| Each Occurrence | $1,000,000 |

**7-3.2.2 Commercial Automobile Liability Insurance.**

1. You must 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 must be outside the limits of the policy.

**7-3.3** **Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must 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, and that have been approved by the City.

**7-3.3.1** **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 and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7-3.4** **Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

**7-3.5** **Policy Endorsements.**

**7-3.5.1** **Commercial General Liability Insurance.**

**7-3.5.1.1** **Additional Insured.**

a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.

c) The additional insured coverage for projects for which the Engineer's Estimate is $1,000,000 or more must include 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.

d) The additional insured coverage for projects for which the Engineer's Estimate is less than $1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

**7-3.5.1.2** **Primary and Non-Contributory Coverage.** The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.1.3** **Project General Aggregate Limit.** The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

**7-3.5.2 Commercial Automobile Liability Insurance.**

**7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

**7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**7-3.7 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.

**7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

**7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **$1,000,000** per claim and **$2,000,000** annual aggregate.

2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this 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 must (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 above.

**7-4** **WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

**7-4.1** **Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of §3700 of the California Labor Code, you must 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 the requirements of this section.

2. Limits for this insurance must be not less than the following:

| Workers' Compensation | Statutory Employers Liability |
|---|---|
| Bodily Injury by Accident | $1,000,000 each accident |
| Bodily Injury by Disease | $1,000,000 each employee |
| Bodily Injury by Disease | $1,000,000 policy limit |

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

**7-4.1.1** **Waiver of Subrogation.** The policy or policies must 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.

**7-8.6** **Water Pollution Control.** ADD the following:

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

**7-10.2.2** **ENGINEERED Traffic Control Plans Provided by the Contractor.** To the City Supplement, ADD the following:

Engineered "D" size TCP are required for the following areas:

1. Intersection of Convoy Street and the access road to the Metro Biosolids Center

**7-10.5.3** **Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ¾".

**7-15** **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

**7-16.2.2** **Weekly Updates Recipients.** Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Name, Senior Engineer, MFaramarzi@sandiego.gov
Resident Engineer, TBA, XXX@sandiego.gov

## SECTION 9 - MEASUREMENT AND PAYMENT

**9-3.2.5** **Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

**ADD:**

**9-3.7** **Compensation Adjustments for Price Index Fluctuations.** This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

## SECTION 203 – BITUMINOUS MATERIALS

**203-15** **RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the City Supplement, REVISE the section numbering from 203-15 to 203-16 in its entirety.

RPMS may be used on this contract.

## SECTION 300 – EARTHWORK

**300-1.4** **Payment.** To the City Supplement, item #2, DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

## SECTION 302 – ROADWAY SURFACING

**302-3** **Preparatory Repair Work.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**302-3** **Preparatory Repair Work.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump

removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.

2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.

3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.

4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Crushed Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."

5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4.

6. 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."

7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."

8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.

9. Following the asphalt placement, the Contractor 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, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.

10. The minimum dimension for each individual repair shall be 4' x 4' 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) When additional base material is required, then the contractor shall use Crushed Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4.

c) The Contractor 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.

d) 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. The areas for scheduled repairs have been marked on the street.

**302-3.1 Asphalt Patching.**

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.

2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.

3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.

4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.

5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.

6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".

7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.

8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.

9. Base repairs shall not exceed 20% RAP in content.

**302-3.2** **Payment.**

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.

2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.

3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.

4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.

5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.

6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

**302-5.1.1** **Damaged AC Pavement Replacement.** To the City Supplement, DELETE in its entirety.

**302-5.1.2** **Measurement and Payment.** To the City Supplement, DELETE in its entirety.

## SECTION 705 – WATER DISCHARGES

**705-2.6.1** **General.** Paragraph (3), CORRECT reference to Section 803 to read "Section 703."

**705-2.6.3** **Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**705-2.6.3** **Community Health and Safety Plan.** See 703-2, "Community Health and Safety Plan."

## SECTION 707 – RESOURCE DISCOVERIES

**ADD:**

**707-1.1** **Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a CEQA Exemption for MBC Access Road Improvements, as referenced in the Contract Appendix. Design-Builder shall comply with all requirements of the Exemption as set forth in the Contract Appendix.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

# SUPPLEMENTARY SPECIAL PROVISIONS

# APPENDICES

# APPENDIX A

# CEQA EXEMPTION

# DETERMINATION OF: ENVIRONMENTAL EXEMPTION

## Pursuant to The California Environmental Quality Act (CEQA) and State CEQA Guidelines

To: Development Services Department, Environmental Analysis Section (EAS)
From: Metropolitan Wastewater Department (MWWD), Engineering and Program Management Division
Subject: Request for Determination of Environmental Exemption

Similar to forms 1472, 1544 and PA700, this form is being routed to your section in request for concurrence that the below-referenced project is exempt from the CEQA. MWWD would like to complete this project using a General Requirements Contract (GRC) and execution of a contract with the GRC constitutes a discretionary action subject to CEQA. MWWD hereby represents that there are no biological or historic resources within the area of the project's potential impact and believes that no other discretionary actions by the City would be required to proceed with the project. If EAS concurs that the project is exempt, please sign this form and return it via fax to Keli Balo at MWWD, (858) 292-6310. If the project is not exempt or there are any questions about the project description, please call Keli Balo at (858) 292-6423. Thank you.

Agency: CITY OF SAN DIEGO LDR NO.: DATE: April 2, 2007

Action/Permit(s): CEQA Determination Permit No. N/A

Description of Activity: MBC Access Road Improvements. The project proposes improvements to the Metropolitan Biosolids Access Road which has settled and cracked and necessitates improvements. The project proposes excavate and repair cracks and old roadway repairs along Biosolids Center Drive. All work will be contained within the roadway except two small areas of fill. These two areas are located along the shoulder of the roadway are disturbed and support no sensitive resources. No digging will occur outside of the roadway. No disturbance to native soils is proposed. MBC facilities were built over landfill.

Location of Activity: The project is located along the access road leading to the Metropolitan Biosolids Center and Convoy Street. The project is in the MCAS-Miramar Community Planning Areas of San Diego, California.

1. [ ] This activity is **EXEMPT FROM CEQA** pursuant to:

   [ ] Section 15061(b)(1) of the State CEQA Guidelines (the activity is not a project as defined in Section 15378).
   [ ] Section 15061(b)(3) of the State CEQA Guidelines ("General Rule").

2. [X] This project is EXEMPT FROM CEQA pursuant to State CEQA Guidelines Section checked below:

**ARTICLE 19 of GUIDELINES CATEGORICAL EXEMPTIONS**
(Incomplete list)

| | Sec. | Short Name |
|---|---|---|
| [X] | 15301 1 | Existing Facilities |
| [ ] | 15302 2 | Replacement or Reconstruction |
| [ ] | 15303 (b) | New Construction or Conversion of Small Structures |
| [ ] | 15304 (h) | Minor Alterations to Land |
| [ ] | 15305 | Minor Alterations in Land Use Limitations |
| [ ] | 15306 6 | Information Collection |
| [ ] | 15311 11 | Accessory Structures |
| [ ] | 15312 12 | Surplus Government Property Sales |
| [ ] | 15315 15 | Minor Land Divisions |
| [ ] | 15317 17 | Open Space Contracts or Easements |
| [ ] | 15319 19 | Annexation of Existing Facilities and Lots for Exempt Facilities |
| [ ] | 15332 32 | In-Fill Development Projects |

**ARTICLE 18 of GUIDELINES STATUTORY EXEMPTIONS**
(Incomplete list)

| | Sec. | Short Name |
|---|---|---|
| [ ] | 15261 | Ongoing Project |
| [ ] | 15262 | Feasibility and Planning Studies |
| [ ] | 15265 | Adoption of Coastal Plans and Programs |
| [ ] | 15268 | Ministerial Projects |
| [ ] | 15269 | Emergency Projects |
| [ ] | Other | |

[ ] Other

It is hereby certified that the City of San Diego has determined the above activity to be exempt:

Environmental Analysis Section

Distribution: Keli Balo, MWWD
Stephanie Bracci, MWWD
MWWD Environmental Section Library
EAS: File

# APPENDIX B

# FIRE HYDRANT METER PROGRAM

| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
|---|---|---|
| SUBJECT<br><br>FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 1OF 10 | EFFECTIVE DATE<br><br>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.)

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.

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.

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.

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

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

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

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.

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. Theses 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.

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).

**Larry Gardner**
**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)

City of San Diego PUBLIC UTILITIES Water & Wastewater

(For Office Use Only)

| NS REQ | FAC# |
|---|---|
| DATE | BY |

METER SHOP (619) 527-7449

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

## Meter Information

| 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: (PERSON IN ACCOUNTS PAYABLE) | | | Phone: ( ) |
| Site Contact Name and Title: | | | Phone: ( ) |
| Responsible Party Name: | | | Title: |
| Cal ID# | | | Phone: ( ) |
| Signature: | | Date: | |

Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter

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

| City Meter | Private Meter | |
|---|---|---|
| Contract Acct #: | Deposit Amount: $ 936.00 | Fees Amount: $ 62.00 |
| Meter Serial # | Meter Size: 05 | Meter Make and Style: 6-7 |
| Backflow # | Backflow Size: | Backflow Make and Style: |
| Name: | Signature: | Date: |

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

**Note:**

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

# APPENDIX C

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

# Materials Typically Accepted by Certificate of Compliance

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

# APPENDIX D

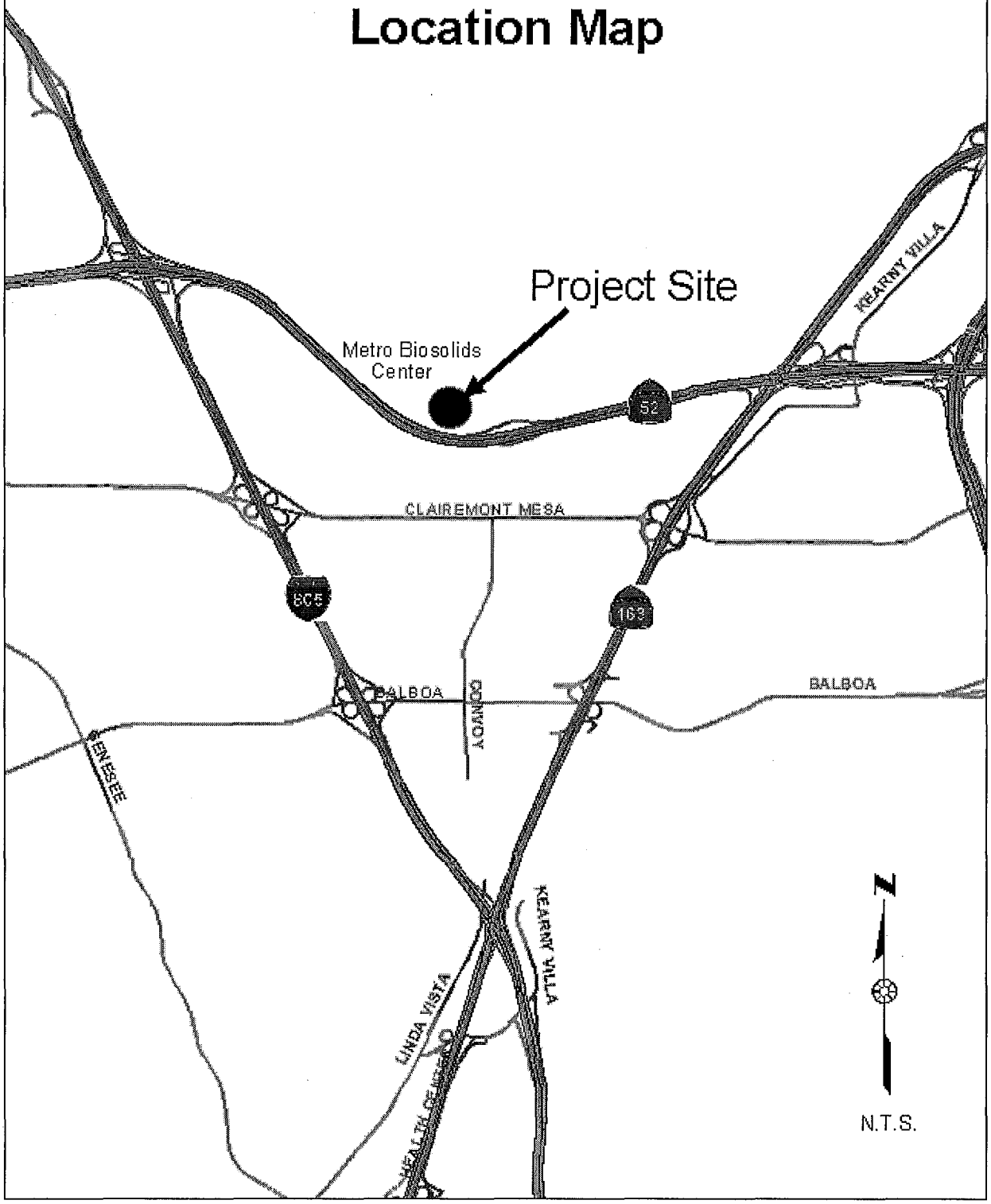
# SAMPLE CITY INVOICE

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123 | | | | | | Contractor's Name: | | | | | |
| Project Name: | | | | | | Contractor's Address: | | | | | |
| SAP No. (WBS/IO/CC) | | | | | | | | | | | |
| City Purchase Order No. | | | | | | Contractor's Phone #: | | | | Invoice No. | |
| Resident Engineer (RE): | | | | | | Contractor's Fax #: | | | | Invoice Date: | |
| RE Phone#: | | RE Fax#: | | | | Contact Name: | | | Billing Period: | | |
| Item # | Item Description | Contract Authorization | | | | Previous Estimate | | This Estimate | | Totals to Date | |
| | | Unit | Qty | Price | Extension | %/QTY | Amount | % / QTY | Amount | % / QTY | Amount |
| 1 | 2 Parallel 4" PVC C900 | LF | 1,380 | $34.00 | $46,920.00 | | | | | | |
| 2 | 48" Primary Steel Casing | LF | 500 | $1,000.00 | $500,000.00 | | | | | | |
| 3 | 2 Parallel 12" Secondary Steel | LF | 1,120 | $53.00 | $59,360.00 | | | | | | |
| 4 | Construction and Rehab of PS 49 | LS | 1 | $150,000.00 | $150,000.00 | | | | | | |
| 5 | Demo | LS | 1 | $14,000.00 | $14,000.00 | | | | | | |
| 6 | Install 6' High Chain Link Fence | LS | 1 | $5,600.00 | $5,600.00 | | | | | | |
| 7 | General Site Restoration | LS | 1 | $3,700.00 | $3,700.00 | | | | | | |
| 8 | 10" Gravity Sewer | LF | 10 | $292.00 | $2,920.00 | | | | | | |
| 9 | 4" Blow Off Valves | EA | 2 | $9,800.00 | $19,600.00 | | | | | | |
| 10 | Bonds | LS | 1 | $16,000.00 | $16,000.00 | | | | | | |
| 11 | Field Orders | AL | 1 | 80,000 | $80,000.00 | | | | | | |
| 11.1 | **Field Order 1** | **LS** | **5,500** | **$1.00** | $5,500.00 | | | | | | |
| 11.2 | **Field Order 2** | **LS** | **7,500** | **$1.00** | $7,500.00 | | | | | | |
| 11.3 | **Field Order 3** | **LS** | **10,000** | **$1.00** | $10,000.00 | | | | | | |
| 11.4 | **Field Order 4** | **LS** | **6,500** | **$1.00** | $6,500.00 | | | | | | |
| 12 | **Certified Payroll** | **LS** | **1** | **$1,400.00** | $1,400.00 | | | | | | |
| **CHANGE ORDERS** | | | | | | | | | | | |
| **Change Order 1** | | **4,890** | | | | | | | | | |
| **Items 1-4** | | | | | **$11,250.00** | | | | | | |
| **Item 5-Deduct Bid Item 3** | | **LF** | **120** | **-$53.00** | **($6,360.00)** | | | | | | |
| **Change Order 2** | | **160,480** | | | | | | | | | |
| **Items 1-3** | | | | | **$95,000.00** | | | | | | |
| **Item 4 Deduct Bid Item 1** | | **LF** | **380** | **-$340.00** | **($12,920.00)** | | | | | | |
| **Item 5-Encrease bid Item 9** | | **LF** | **8** | **$9,800.00** | **$78,400.00** | | | | | | |
| **Change Order 3 (Close Out)** | | **-121,500** | | | | | | | | | |
| **Item 1 Deduct Bid Item 3** | | | **53** | **-500.00** | **($26,500.00)** | | | | | | |
| **Item 2 Deduct Bid Item 4** | | **LS** | **-1** | **45,000.00** | **($45,000.00)** | | | | | | |
| **Items 3-9** | | | **1** | **-50,500.00** | **($50,500.00)** | | | | | | |
| **SUMMARY** | | | | | | | | Total This | $ - | **Total Billed** | $0.00 |
| A. Original Contract Amount | | | | | | | **Retention and/or Escrow Payment Schedule** | | | | |
| B. Approved Change Order 1 Thru 3 | | | | | | | Total Retention Required as of this billing | | | | |
| C. Total Authorized Amount (A+B) | | | | | | | Previous Retention Withheld in PO or in Escrow | | | | |
| D. Total Billed to Date | | | | | | | Add'l Amt to Withhold in PO/Transfer in Escrow: | | | | |
| E. Less Total Retention (5% of D) | | | | | | | Amt to Release to Contractor from PO/Escrow: | | | | |
| F. Less Total Previous Payments | | | | | | | | | | | |
| **G. Payment Due Less Retention** | | | | | | **Contractor Signature and Date:** | | | | | |
| H. Remaining Authorized Amount | | | | | | | | | | | |

# APPENDIX E

# LOCATION MAP

# Metro Biosolids Center Access Road Improvement Project Location Map



# APPENDIX F

# HAZARDOUS LABELS/FORMS

# 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? | ❒ | ❒ |
| 2. Did anyone, other than employees in the immediate area of the release, evacuate? | ❒ | ❒ |
| 3. Did the release cause off-site damage to public or private property? | ❒ | ❒ |
| 4. Is the release greater than or equal to a reportable quantity (RQ)? | ❒ | ❒ |
| 5. Was there an uncontrolled or unpermitted release to the air? | ❒ | ❒ |
| 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? | ❒ | ❒ |
| 7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements? | ❒ | ❒ |
| 8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent? | ❒ | ❒ |
| 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)? | ❒ | ❒ |
| 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? | ❒ | ❒ |

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 ☐ Yes ☐ 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?: ☐Yes ☐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 ☐ GAL ☐ LBS ☐ $FT^3$ |
| Chemical | Quantity ☐ GAL ☐ LBS ☐ $FT^3$ |
| Chemical | Quantity ☐ GAL ☐ LBS ☐ $FT^3$ |
| 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 |
|---|---|
| CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A ☐ | CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) ☐ |

| PHYSICAL STATE CONTAINED | PHYSICAL STATE RELEASED | QUANTITY RELEASED |
|---|---|---|
| ☐ SOLID ☐ LIQUID ☐ GAS | ☐ SOLID ☐ LIQUID ☐ GAS | |

| ENVIRONMENTAL CONTAMINATION | TIME OF RELEASE | DURATION OF RELEASE |
|---|---|---|
| ☐ AIR ☐ WATER ☐ GROUND ☐ OTHER | | ___DAYS ___HOURS___MINUTES |

**E**

ACTIONS TAKEN

**F**

KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)

☐ ACUTE OR IMMEDIATE (explain) _____

☐ CHRONIC OR DELAYED (explain) _____

☐ NOTKNOWN (explain)

**G**

ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS

**H**

COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)

**I**

CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.

REPORTING FACILITY REPRESENTATIVE (print or type) _____

SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____

# EMERGENCY RELEASE FOLLOW-UP NOTICE
# REPORTING FORM INSTRUCTIONS

**GENERAL INFORMATION:**

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

**BASIC INSTRUCTIONS:**

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

**SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

**MAIL THE COMPLETED REPORT TO:**

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

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

## SAMPLE HAZARDOUS WASTE LABEL

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
☐ SOLID ☐ LIQUID
HAZARDOUS PROPERTIES
☐ CORROSIVE ☐ REACTIVE ☐ FLAMMABLE ☐ TOXIC ☐ OTHER

HANDLE WITH CARE!

CONTAINS HAZARDOUS OR TOXIC WASTES

# APPENDIX G

# PLANS ACCESS ROAD

Legend to Yard Piping and Power Distribution Access Rd Drawings:
Pink – Caltrans Right of Way Boundary/ page 18 - **18" SDR**
Blue – 4" High Pressure Natural Gas (HPNG) 4"
Green – Limit of Landfill
Orange – Landfill Gas Pipeline (LFG)
Yellow – 24" Landfill Gas by others

**Summary of Specific Repairs**

Station 10+90

- 13' Crack in the center of the road. Crack needs to be sealed.

Station 11+85

- Street width crack. Cut out one foot of pavement on each side of crack, compact and repave.

Station 12+10

- Drainage low point and broken curb. Cut out pavement, grade, compact, and repave.

Station 13+45

- Street width crack. Cut out one foot of pavement on each side of crack, compact and repave.

Station 13+75 to 14+50

- Full section repair is needed between these two stations.

Station 14+75 to 15+10

- Longitudinal crack. Crack needs to be sealed.

Station 16+25 to 17+00

- Full section repair of eastbound lane is needed between these two stations (needs to be re-graded)

Station 20+00 to 20+50

- The existing patch needs to be sealed.

Station 20+50 to 20+80

- Alligator cracks. Cut out one foot of pavement on each side of crack, compact and repave.

Station 21+40

- Street width crack. Crack needs to be sealed.

Station 21+50 to 22+25

- Low point. Re-grade the south side of the road to drain properly.

Station 22+75

- Street width crack. Cut out one foot of pavement on each side of crack, compact and repave.

Station 23+75

- Street width crack. Crack needs to be sealed.

Station 23+75 to 30+00

- Full section repair and re-grade is needed between these two stations.

Station 31+75

- 15' longitudinal crack. Crack needs to be sealed.

Station 32+75 to 33+50

- Longitudinal crack. Crack needs to be sealed.

Station 34+00 to 34+60

- Longitudinal crack. Crack needs to be sealed.

Station 37+50 to 38+00

- Westbound lane needs a section repair.

Station 38+25

- Boring core repair needed

Station 38+15 to 38+40

- Longitudinal crack. Crack needs to be sealed.

Station 38+40 to 39+40

- Full section repair needed, however no re-grade necessary.

Station 41+25

- Street width crack. Cut out one foot of pavement on each side of crack, compact and repave.

Station 42+60 to 43+60

- Full section repair needed, however no re-grade necessary.

Station 44+75

- ½ street width crack. Crack needs to be sealed.

Station 45+25

- ½ street width crack. Crack needs to be sealed.

Station 45+20 to 45+55

- Longitudinal crack. Crack needs to be sealed.

Station 46+10

- Street width crack with some alligator cracking. Cut out three feet of pavement on each side of crack, compact and repave.

Station 47+00 to 48+00

- Need asphalt ramp to access road.

Station 48+00

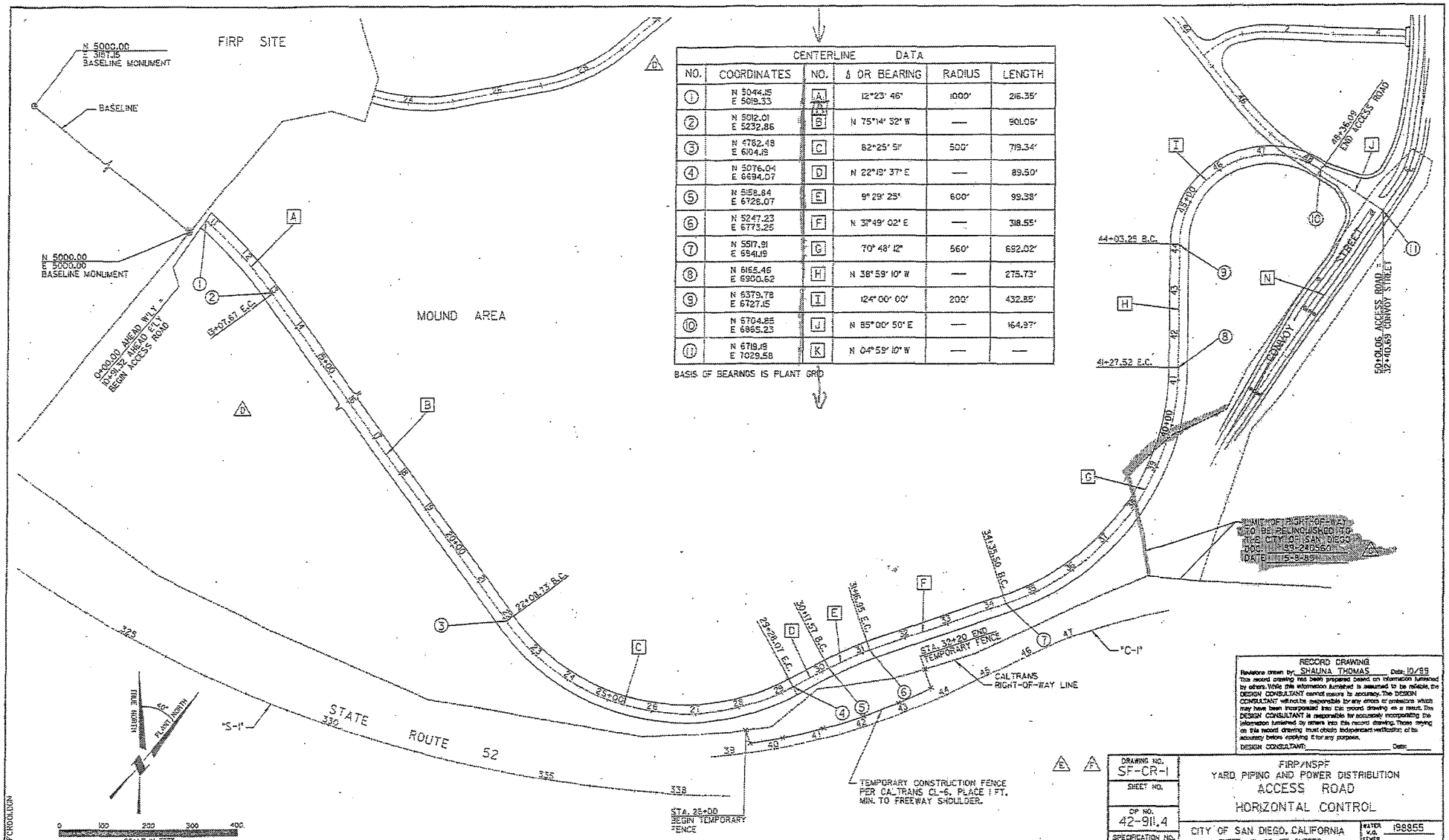
- Street width crack. Cut out one foot of pavement on each side of crack, compact and repave.

Station 48+40

- Street width crack. Cut out one foot of pavement on each side of crack, compact and repave.

Station 49+50

Inbound lane cracking.




CENTERLINE DATA

| NO. | COORDINATES | NO. | Δ OR BEARING | RADIUS | LENGTH |
|---|---|---|---|---|---|
| 1 | N 5044.15 E 5019.33 | A | 12°23' 46" | 1000' | 216.35' |
| 2 | N 5012.01 E 5232.86 | B | N 75°14' 32" W | — | 901.06' |
| 3 | N 4782.48 E 6104.19 | C | 82°25' 51" | 500' | 719.34' |
| 4 | N 5076.04 E 6694.07 | D | N 22°12' 37" E | — | 89.50' |
| 5 | N 5158.84 E 6726.07 | E | 9°29' 25" | 600' | 99.38' |
| 6 | N 5247.23 E 6773.25 | F | N 31°49' 02" E | — | 318.55' |
| 7 | N 5517.91 E 6941.19 | G | 70°48' 12" | 560' | 692.02' |
| 8 | N 6165.46 E 6900.62 | H | N 38°59' 10" W | — | 275.73' |
| 9 | N 6379.78 E 6727.15 | I | 124°00' 00" | 200' | 432.85' |
| 10 | N 6704.85 E 6865.23 | J | N 85°00' 50" E | — | 164.97' |
| 11 | N 6719.19 E 7029.58 | K | N 04°59' 10" W | — | — |

BASIS OF BEARINGS IS PLANT GRID

RECORD DRAWING
Revisions drawn by SHALINA THOMAS Date: 10/99
This record drawing has been prepared based on information furnished by others. While this information furnished is assumed to be reliable, the DESIGN CONSULTANT cannot assure its accuracy. The DESIGN CONSULTANT will not be responsible for any errors or omissions which may have been incorporated into this record drawing as a result. The DESIGN CONSULTANT is responsible for accurately incorporating the information furnished by others into this record drawing. Those relying on this record drawing must obtain independent verification of its accuracy before applying it for any purpose.
DESIGN CONSULTANT: Date:

DRAWING NO. SF-CR-1
SHEET NO.
CP NO. 42-911.4
SPECIFICATION NO. 94012

FIRP/NSPF
YARD PIPING AND POWER DISTRIBUTION
ACCESS ROAD
HORIZONTAL CONTROL

CITY OF SAN DIEGO, CALIFORNIA
SHEET 18 OF 135 SHEETS

WATER W.O. 198855
SEWER W.O.

SIGNATURE NOT REQUIRED
WWD DIRECTOR — DATE
SIGNATURE NOT REQUIRED
DEPUTY DIRECTOR
DESIGN ENGINEER
CONTROL CERTIFICATION
246-1719
LAMBERT COORDINATES
27328-0015-D

AS-BUILT 1/3 20101
CONTRACTOR W. SENKBEIL/GRAHAM DATE STARTED 4/19/99
INSPECTOR DERRICK HUEY INCOMPLETE COMPLETED 9/28/01

DRAWING STATUS

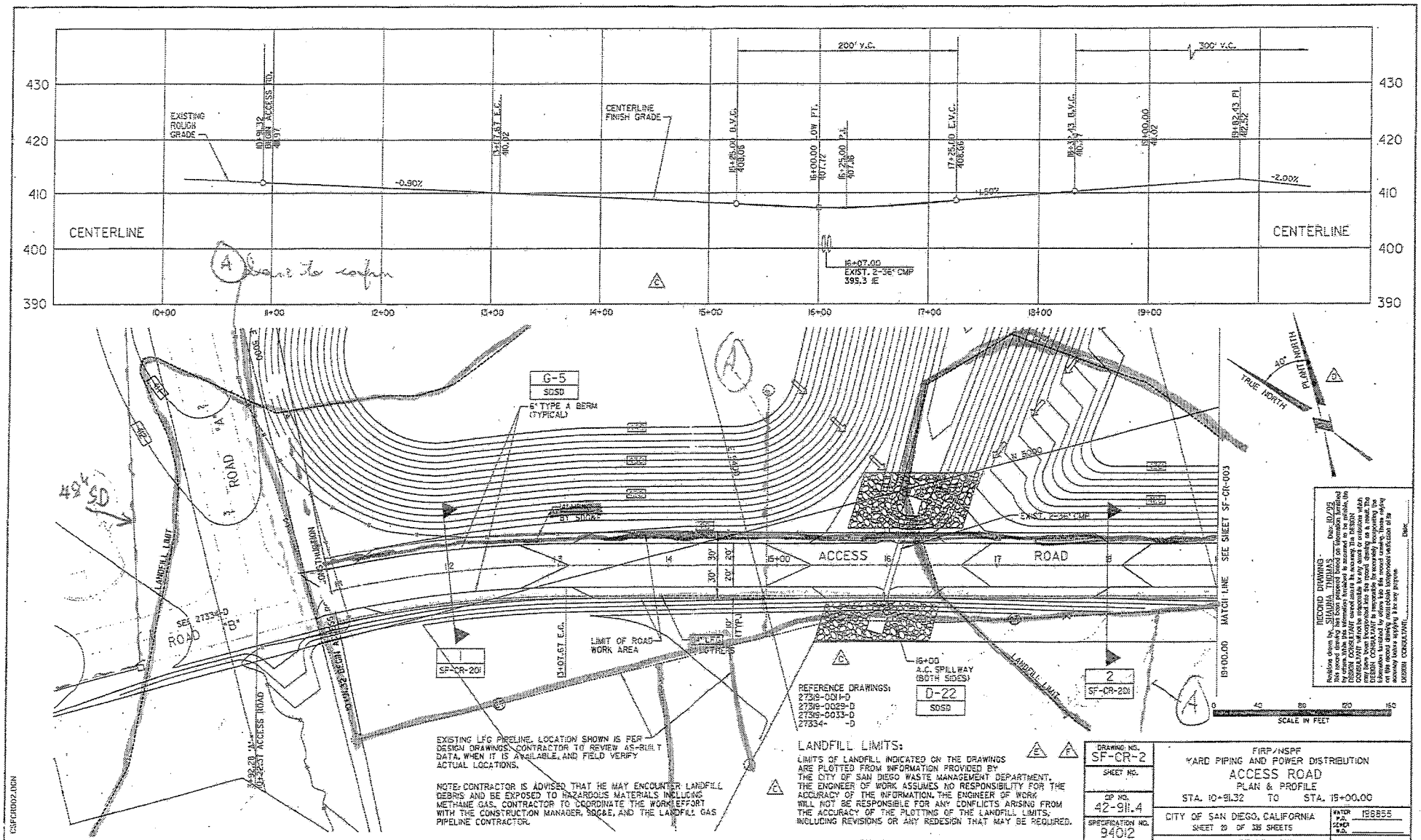
| NO. | DATE | REQ. | REVISION DESCRIPTION | DRAWN | CKD | APD | PE | EM | DA/CO |
|---|---|---|---|---|---|---|---|---|---|
| C | 5-94 | | ADD DOC. / DATE | TCT | RLB | DPL | | | |
| D | 11-94 | | REVISE TO STA. 30+17 | TCT | RLB | DPL | | | |
| E | 5-95 | | DELETE DRAWING | NUM | AD | DPL | | | |
| F | 4-96 | DC12 | ADD DRAWING | TCT | RLB | DPL | | | |
| G | 10-97 | | RECORD DRAWING | TCT | RLB | DPL | | | |

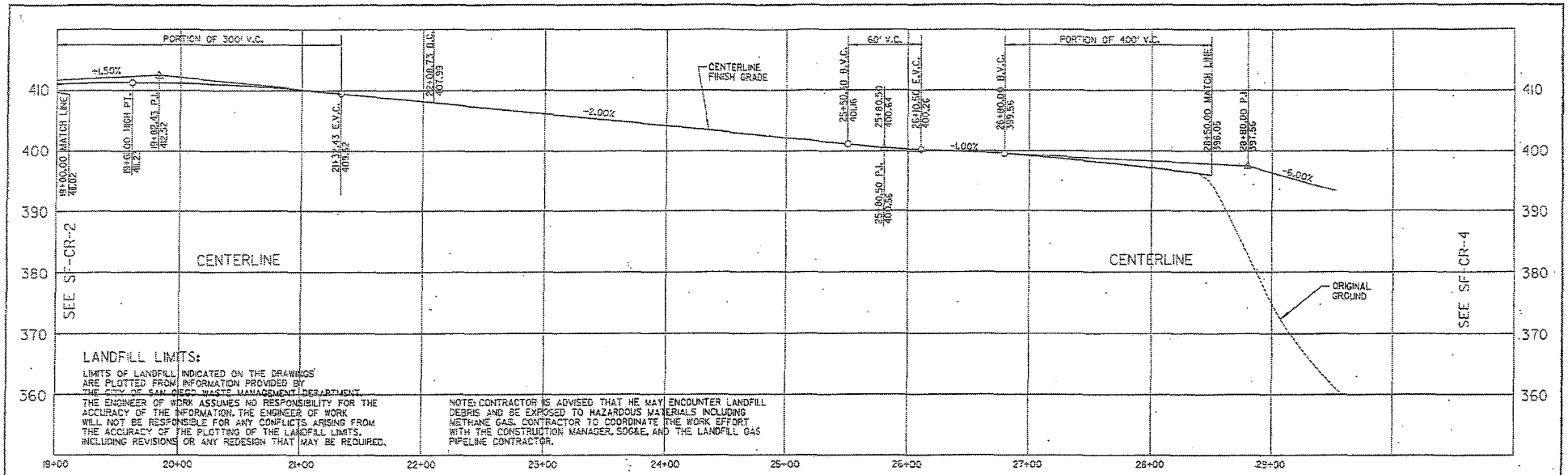
METROPOLITAN WASTEWATER DEPARTMENT
City of San Diego

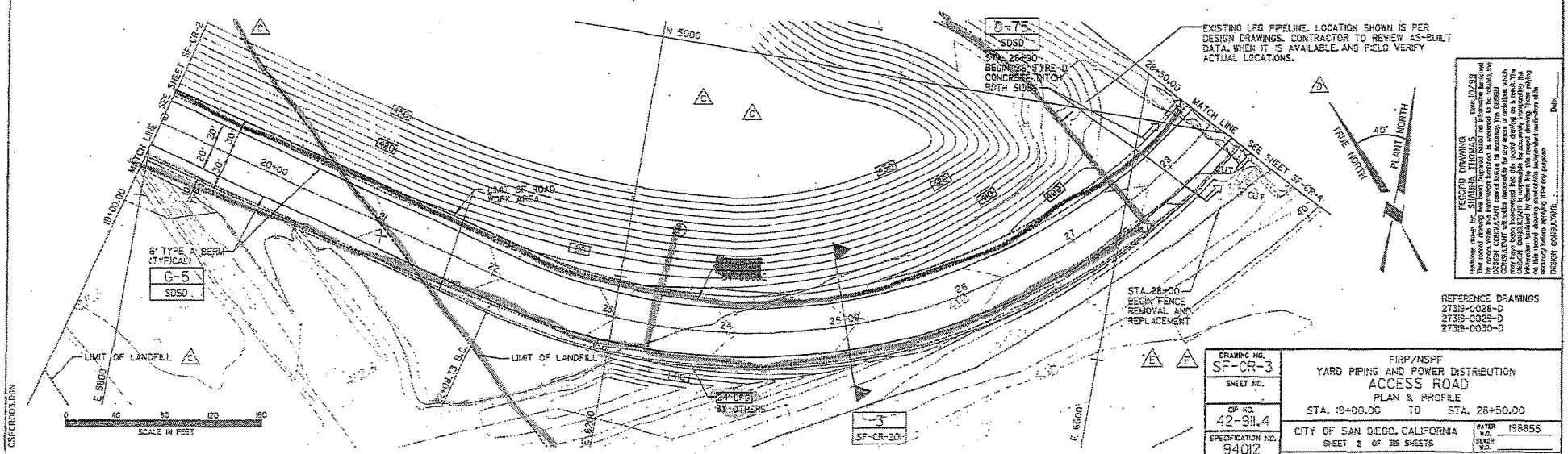
Metcalf & Eddy

WARNING: 0 1/2 — IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

SCALE: HORIZONTAL 1" = 100'; VERTICAL NONE


200' V.C.
300' V.C.
EXISTING ROUGH GRADE
CENTERLINE FINISH GRADE
CENTERLINE
-0.90%
+1.50%
-2.00%
16+07.00
EXIST. 2-36" CMP
395.3 IE
G-5
SDSD
6" TYPE A BERM (TYPICAL)
ACCESS ROAD
EXIST. 2-36" CMP
LIMIT OF ROAD WORK AREA
16+00 A.C. SPILLWAY (BOTH SIDES)
D-22
SDSD
SF-CR-201
LANDFILL LIMIT
19+00.00 MATCH LINE SEE SHEET SF-CR-003
TRUE NORTH
PLANT NORTH
SCALE IN FEET
REFERENCE DRAWINGS:
27319-0011-D
27319-0029-D
27319-0033-D
27334- -D
EXISTING LFG PIPELINE. LOCATION SHOWN IS PER DESIGN DRAWINGS. CONTRACTOR TO REVIEW AS-BUILT DATA, WHEN IT IS AVAILABLE, AND FIELD VERIFY ACTUAL LOCATIONS.
NOTE: CONTRACTOR IS ADVISED THAT HE MAY ENCOUNTER LANDFILL DEBRIS AND BE EXPOSED TO HAZARDOUS MATERIALS INCLUDING METHANE GAS. CONTRACTOR TO COORDINATE THE WORK EFFORT WITH THE CONSTRUCTION MANAGER, SDG&E, AND THE LANDFILL GAS PIPELINE CONTRACTOR.
LANDFILL LIMITS:
LIMITS OF LANDFILL INDICATED ON THE DRAWINGS ARE PLOTTED FROM INFORMATION PROVIDED BY THE CITY OF SAN DIEGO WASTE MANAGEMENT DEPARTMENT. THE ENGINEER OF WORK ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION. THE ENGINEER OF WORK WILL NOT BE RESPONSIBLE FOR ANY CONFLICTS ARISING FROM THE ACCURACY OF THE PLOTTING OF THE LANDFILL LIMITS, INCLUDING REVISIONS OR ANY REDESIGN THAT MAY BE REQUIRED.
RECORD DRAWING
DRAWING NO. SF-CR-2
SHEET NO.
ZIP NO. 42-911.4
SPECIFICATION NO. 94012
FIRP/NSPF
YARD PIPING AND POWER DISTRIBUTION
ACCESS ROAD
PLAN & PROFILE
STA. 10+91.32 TO STA. 19+00.00
CITY OF SAN DIEGO, CALIFORNIA
SHEET 29 OF 336 SHEETS
WATER P.O. 198855
CONC. W.O.
SIGNATURE NOT REQUIRED
DRAWING STATUS
NO. DATE REQ. REVISION DESCRIPTION DRAWN CKD APD PE EM RA/CD
C 8-94 REVISE NOTE, LANDFILL LIMITS TCT RLB DPL
D 11-94 REVISE ENTIRE DRAWING TCT RLB DPL
E 5-95 DELETE DRAWING NUM AD DPL
F 5-96 DCR2 ADD DRAWING TCT RLB DPL
G 10-97 RECORD DRAWING TCT RLB DPL
246-1719
27328-0016-D
WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT
SCALE
HORIZONTAL 1" = 40'
Metcalf & Eddy
METROPOLITAN WASTEWATER DEPARTMENT
City of San Diego
S:\ METCAL EDDY \cad\CSFCR002.DGN (19:17:00 : 11:07:00) CAD PLOT BY NLEWINSON
CSFCR002.DGN




REFERENCE DRAWINGS
27319-0028-D
27319-0029-D
27319-0030-D

RECORD DRAWING
SUSAN THOMAS
Date 10/99
Reference drawn for: SUSAN THOMAS
This record drawing has been prepared based on information furnished by others. While this information hereafter is assumed to be reliable, the DESIGN CONSULTANT DOES NOT WARRANT the accuracy of the information which may have been incorporated into this record drawing as a result. The DESIGN CONSULTANT is responsible for accurately incorporating the information furnished by others into this record drawing, but is not responsible for the accuracy of the information furnished by others.
Date: _____
DESIGN CONSULTANT: _____

| | |
|---|---|
| DRAWING NO. | SF-CR-3 |
| SHEET NO. | |
| CIP NO. | 42-911.4 |
| SPECIFICATION NO. | 94012 |

FIRP/NSPF
YARD PIPING AND POWER DISTRIBUTION
ACCESS ROAD
PLAN & PROFILE
STA. 19+00.00 TO STA. 28+50.00

CITY OF SAN DIEGO, CALIFORNIA
SHEET 3 OF 135 SHEETS

WATER W.O. 198855
SEWER W.O.

SIGNATURE NOT REQUIRED
MWWD DIRECTOR — DATE

SIGNATURE NOT REQUIRED
DEPUTY DIRECTOR

DESIGN ENGINEER

CONTROL COORDINATOR
246-7779

CONTRACT COORDINATOR
27328-0017-D

AS-BUILT
AB 1/13 12/10/01
CONTRACTOR ROLLINS/ROCHON DATE STARTED 10/02/01
INSPECTOR ROBERT MEYER DATE COMPLETED 12/03/01

AS-BUILT

WARNING
0 ½
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

Metcalf & Eddy

| SCALE | | |
|---|---|---|
| | HORIZONTAL | 1" = 40' |
| | VERTICAL | 1" = 8' |

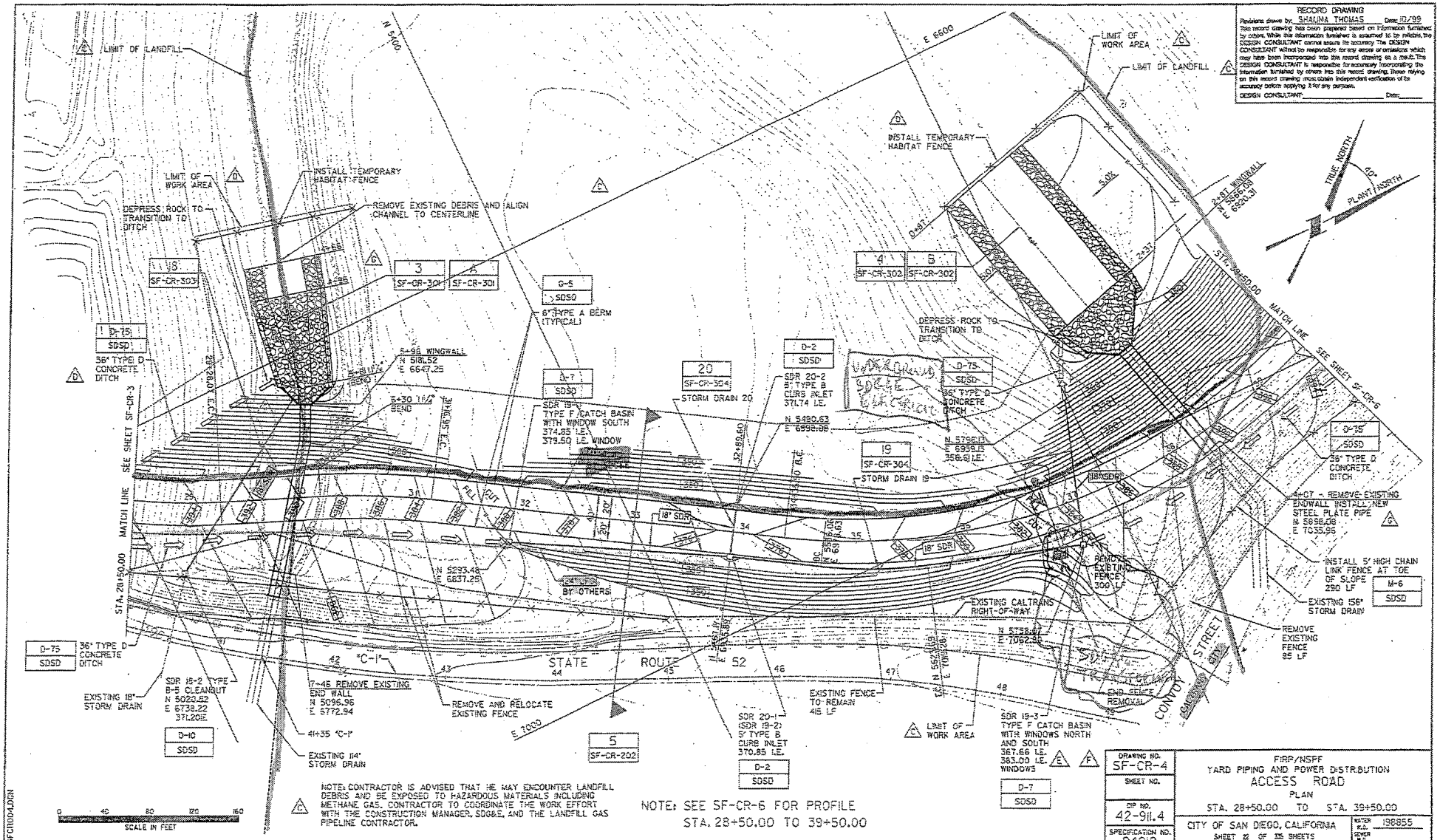
METROPOLITAN WASTEWATER DEPARTMENT
City of San Diego

DRAWING STATUS

| NO. | DATE | REQ. | REVISION DESCRIPTION | DRAWN | CKD | APD | PE | EM | DA/CC |
|---|---|---|---|---|---|---|---|---|---|
| C | 8-94 | | REVISE NOTE, LANDFILL LIMITS | TCT | RLB | DPL | | | |
| D | 11-94 | | REVISE ENTIRE DRAWING | TCT | RLB | DPL | | | |
| E | 5-95 | | DELETE DRAWING | MUM | AD | DPL | | | |
| F | 5-96 | DOB | ADD DRAWING | TCT | RLB | DPL | | | |
| G | 10-97 | | RECORD DRAWING | TCT | RLB | DPL | | | |

| DESCRIPTION | ST | APPROVED | DATE | FILMED |
|---|---|---|---|---|
| | | | | |

METC
CSFCR003.DGN (10/17/00 : 11:08:34)
CAD PLOT BY NLEVINSON
& EDDY
CSFCR003.DGN




NOTE: CONTRACTOR IS ADVISED THAT HE MAY ENCOUNTER LANDFILL DEBRIS AND BE EXPOSED TO HAZARDOUS MATERIALS INCLUDING METHANE GAS. CONTRACTOR TO COORDINATE THE WORK EFFORT WITH THE CONSTRUCTION MANAGER, SDG&E, AND THE LANDFILL GAS PIPELINE CONTRACTOR.

NOTE: SEE SF-CR-6 FOR PROFILE STA. 28+50.00 TO 39+50.00

RECORD DRAWING
Revisions drawn by SHALINA THOMAS Date 10/99
This record drawing has been prepared based on information furnished by others. While this information furnished is assumed to be reliable, the DESIGN CONSULTANT cannot assure its accuracy. The DESIGN CONSULTANT will not be responsible for any errors or omissions which may have been incorporated into this record drawing as a result. The DESIGN CONSULTANT is responsible for accurately incorporating the information furnished by others into this record drawing. Those relying on this record drawing must obtain independent verification of its accuracy before applying it for any purpose.
DESIGN CONSULTANT: _____ Date: _____

DRAWING NO. SF-CR-4
SHEET NO.
CIP NO. 42-911.4
SPECIFICATION NO. 9402

FIRP/NSPF
YARD PIPING AND POWER DISTRIBUTION
ACCESS ROAD
PLAN
STA. 28+50.00 TO STA. 39+50.00

CITY OF SAN DIEGO, CALIFORNIA
SHEET 22 OF 135 SHEETS

WATER W.O. 198855
SEWER W.O.

SIGNATURE NOT REQUIRED — WWTD DIRECTOR
SIGNATURE NOT REQUIRED — DEPUTY DIRECTOR

| DESCRIPTION | BY | APPROVED | DATE | FILMED |
|---|---|---|---|---|

DESIGN ENGINEER
CONTROL CERTIFICATION
246-1719
LAMBERT COORDINATES
AS-BUILT AS ILTS (US/FRI)
CONTRACTOR REVIEW DATE STARTED 10/2/97
INSPECTOR REVIEW DATE COMPLETED 10/30/97
27328-0018-D

AS BUILT

METC. & EDDY CAD PLOT BY NLEVINSON
\sp\cvl\CSFCR004.DGN (10/17/00 : 11:20:40)
CSFCR004.DGN

WARNING: 0 ½ 1 — IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

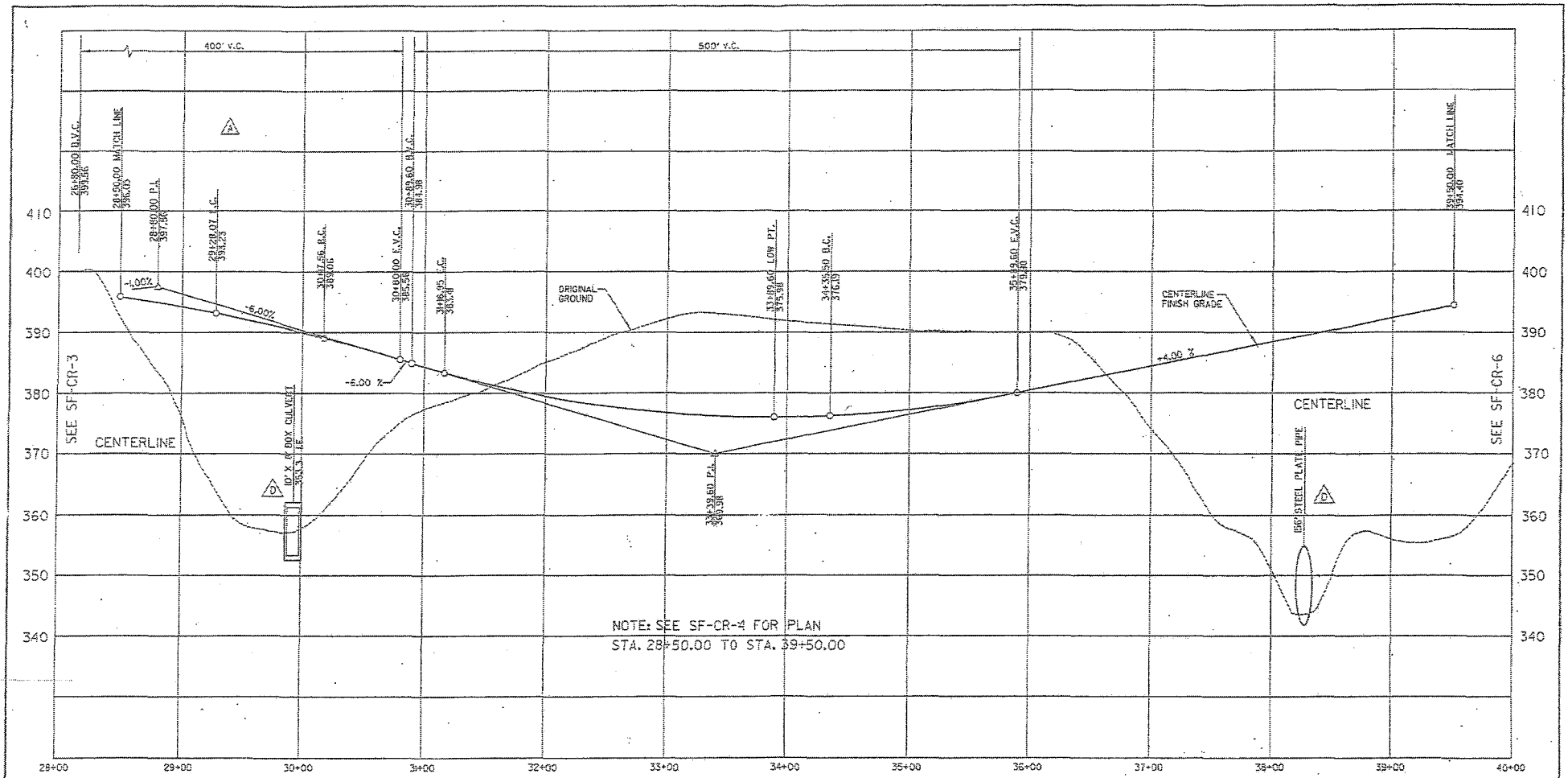
Metcalf & Eddy

SCALE: HORIZONTAL 1" = 40' ; VERTICAL 1" = 8'

METROPOLITAN WASTEWATER DEPARTMENT
City of San Diego

DRAWING STATUS

| NO. | DATE | REQ | REVISION DESCRIPTION | DRAWN | CKD | APD | FE | EM | SA/DC |
|---|---|---|---|---|---|---|---|---|---|
| C | 8-94 | | REVISE NOTE, LANDFILL LIMITS | TCT | RLB | DPL | | | |
| D | 11-94 | | REVISE LIMIT OF WORK, GRADING | TCT | RLB | DPL | | | |
| E | 5-95 | | DELETE DRAWING | NUM | AD | DPL | | | |
| F | 4-96 | AM | SOD DRAWING | TCT | RLB | DPL | | | |
| G | 5-96 | ROCA | REVISE CULVERTS & 18" SDR | TCT | RLB | DPL | | | |
| H | 10-97 | | RECORD DRAWING | TCT | RLB | DPL | | | |




RECORD DRAWING

Revisions drawn by: SHALINA THOMAS Date: 10/99 DESIGN CONSULTANT: Date:

This record drawing has been prepared based on information furnished by others. While this information furnished is assumed to be reliable, the DESIGN CONSULTANT cannot assure its accuracy. The DESIGN CONSULTANT will not be responsible for any errors or omissions which may have been incorporated into the record drawing as a result. The DESIGN CONSULTANT is responsible for accurately incorporating the information furnished by others into this record drawing. Those relying on this record drawing must obtain independent verification of its accuracy before applying it for any purposes.

DRAWING NO. SF-CR-5

SHEET NO.

CP NO. 42-911.4

SPECIFICATION NO. 94012

FIRP/NSPF
YARD PIPING AND POWER DISTRIBUTION
ACCESS ROAD
PROFILE
STA. 28+50.00 TO STA. 39+50.00

CITY OF SAN DIEGO, CALIFORNIA
SHEET 23 OF 135 SHEETS

WATER W.O. 198865
SEWER W.O.

SIGNATURE NOT REQUIRED
MWWC DIRECTOR DATE

SIGNATURE NOT REQUIRED
DEPUTY DIRECTOR

| DESCRIPTION | BY | APPROVED | DATE | FILMED |
|---|---|---|---|---|
| AS-BUILT | AS | 11/75 | 2/10/01 | |

CONTRACTOR MACHENDER/JOHNSON DATE STARTED 4/22/96
INSPECTOR DEPUTY CHIEF INSPECTOR DATE COMPLETED 10/99

DESIGN ENGINEER
246-719
CONTROL DATA SYSTEMS
LAMBERT CONSULTANTS
27328-0019-D

AS-BUILT

WARNING
0 ½ 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

Metcalf & Eddy

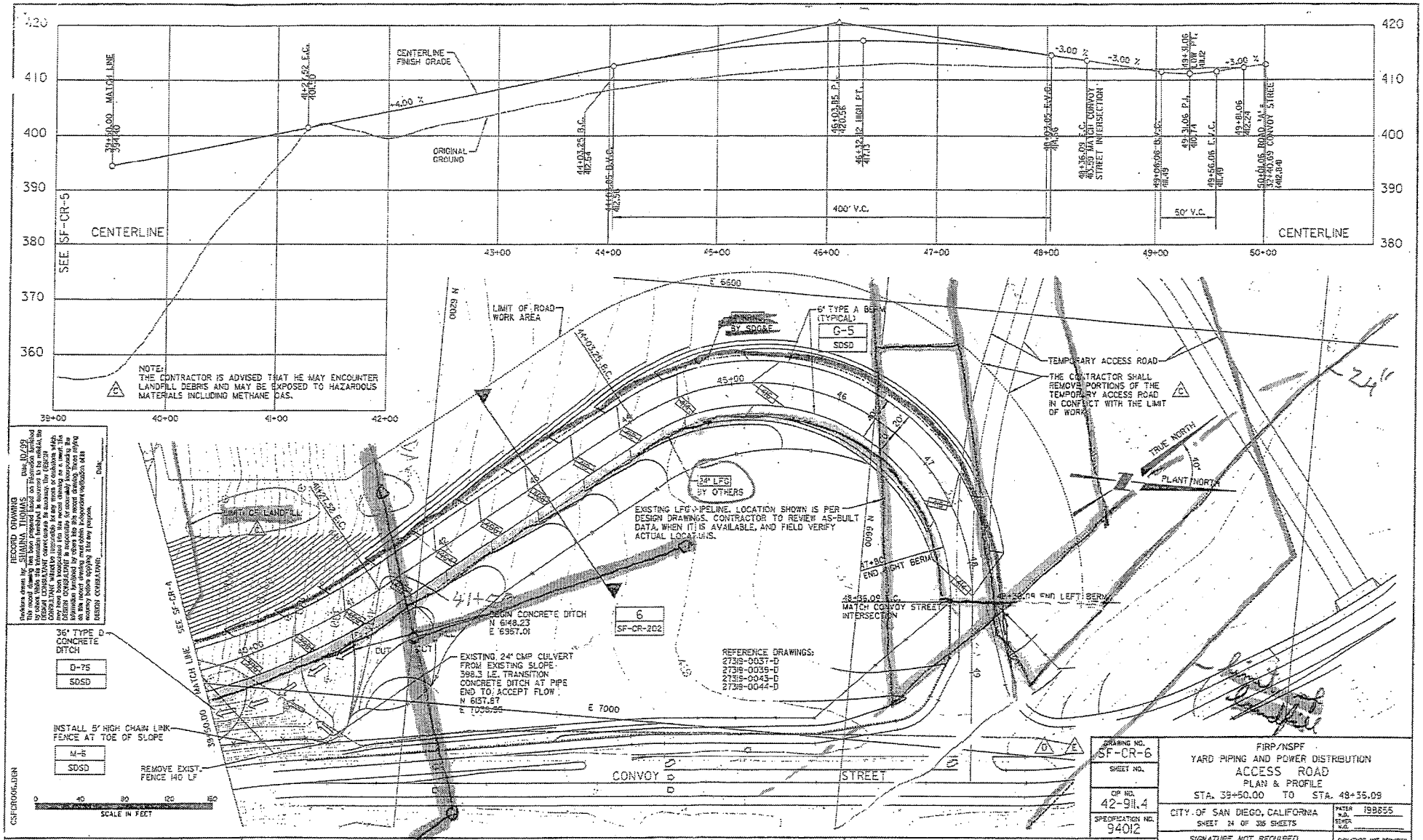
SCALE HORIZONTAL 1" = 40' VERTICAL 1" = 8'

METROPOLITAN WASTEWATER DEPARTMENT
City of San Diego

DRAWING STATUS

| NO. | DATE | REQ. | REVISION DESCRIPTION | DRAWN | CKD | APD. | PS | EM | CA/CC |
|---|---|---|---|---|---|---|---|---|---|
| A | 11-94 | AK | REVISE 400' V.C. | TCT | RLB | DPL | | | |
| B | 5-95 | AK | DELETE DRAWING | NUM | AD | DPL | | | |
| C | 4-96 | AK | ADD DRAWING | TCT | RLB | DPL | | | |
| D | 5-96 | DCM | REVISE CULVERTS | TCT | RLB | DPL | | | |
| E | 10-97 | | RECORD DRAWING | TCT | RLB | DPL | | | |

METL
CSFCR005.DGN
spl\cvl\CSFCR005.DGN (10:25:00 , 15:23:27)
& EDDY CAD PLOT BY NLEVINSON


CENTERLINE FINISH GRADE
ORIGINAL GROUND
MATCH LINE
-4.00 %
-3.00 %
+3.00 %
400' V.C.
50' V.C.
CENTERLINE
SEE SF-CR-5
NOTE:
THE CONTRACTOR IS ADVISED THAT HE MAY ENCOUNTER LANDFILL DEBRIS AND MAY BE EXPOSED TO HAZARDOUS MATERIALS INCLUDING METHANE GAS.
LIMIT OF ROAD WORK AREA
6' TYPE A BERM (TYPICAL)
G-5
SDSD
TEMPORARY ACCESS ROAD
THE CONTRACTOR SHALL REMOVE PORTIONS OF THE TEMPORARY ACCESS ROAD IN CONFLICT WITH THE LIMIT OF WORK
TRUE NORTH
PLANT NORTH
24" LFG BY OTHERS
EXISTING LFG PIPELINE. LOCATION SHOWN IS PER DESIGN DRAWINGS. CONTRACTOR TO REVIEW AS-BUILT DATA, WHEN IT IS AVAILABLE, AND FIELD VERIFY ACTUAL LOCATIONS.
LIMIT OF LANDFILL
END RIGHT BERM
END LEFT BERM
MATCH CONVOY STREET INTERSECTION
BEGIN CONCRETE DITCH
N 6148.23
E 6957.01
6
SF-CR-202
EXISTING 24" CMP CULVERT FROM EXISTING SLOPE. 398.3 I.E. TRANSITION CONCRETE DITCH AT PIPE END TO ACCEPT FLOW.
N 6157.67
E 7038.56
REFERENCE DRAWINGS:
2738-0037-D
2738-0038-D
2738-0045-D
2738-0044-D
36" TYPE D CONCRETE DITCH
D-75
SDSD
INSTALL 5' HIGH CHAIN LINK FENCE AT TOE OF SLOPE
M-5
SDSD
REMOVE EXIST. FENCE 140 LF
CONVOY STREET
SCALE IN FEET
RECORD DRAWING
SHAHNA, THOMAS
DESIGN CONSIDERED
DRAWING NO. SF-CR-6
SHEET NO.
CIP NO. 42-911.4
SPECIFICATION NO. 94012
FIRP/NSPF
YARD PIPING AND POWER DISTRIBUTION
ACCESS ROAD
PLAN & PROFILE
STA. 39+50.00 TO STA. 48+35.09
CITY OF SAN DIEGO, CALIFORNIA
SHEET 24 OF 336 SHEETS
WATER W.O. 198855
SEWER W.O.
SIGNATURE NOT REQUIRED
MWWD DIRECTOR
DATE
SIGNATURE NOT REQUIRED
DEPUTY DIRECTOR
DESIGN ENGINEER
CONTROL CERTIFICATION
246-1719
LAMBERT COORDINATES
27328-0020-D
AS-BUILT
CONTRACTOR
INSPECTOR
DATE STARTED
DATE COMPLETED
WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.
Metcalf&Eddy
SCALE
HORIZONTAL 1" = 40'
VERTICAL 1" = 5'
METROPOLITAN WASTEWATER DEPARTMENT
City of San Diego
DRAWING STATUS
REVISION DESCRIPTION
REVISE NOTE, LANDFILL LIMITS
DELETE DRAWING
ADD DRAWING
RECORD DRAWING
METC
CSFCR006.DGN
CAD PLOT BY NLEVINSON
AS-BUILT

# ATTACHMENT F

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# ATTACHMENT G

# PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

## ATTACHMENT G

## PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

## PUBLIC WORKS DEPARTMENT

Proposals submitted in response to this RFP shall be in the following order and shall include:

1. **Identification of the Design-Builder (PASS/FAIL)**

   **1.1.** Failure to provide the Identification of the Design-Builder will result in the Proposal being considered non-responsive and ineligible for further consideration.

   **1.2.** Legal name and address of company

   **1.3.** Legal form of company (partnership, corporation, joint venture, etc.). If joint venture identify the members of the joint venture and provide all information required under this section for each member.

   **1.4.** If company is wholly owned subsidiary of a "parent company," identify the "parent company."

   **1.5.** Addresses of offices located in San Diego County.

   **1.6.** Number of years that company has maintained office in San Diego County.

   **1.7.** Number of employees in San Diego County.

   **1.8.** City of San Diego Business License Number, State Contractor's License Number (include date of expiration), and Professional Engineering/Architect License Number (include date of expiration).

   **1.9.** Name, title, address and telephone number of person to contact concerning the Proposal.

2. **Addenda to this RFP (PASS/FAIL)**

   **2.1.** The Design-Builder shall confirm the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered **non-responsive** and ineligible for further consideration.

   **2.2.** The Design-Builders are not required to include copies of the actual addenda in its Proposal.

3. **Exceptions to this RFP (PASS/FAIL)**

   **3.1.** If the Design-Builder takes exception(s) to any portion of the RFP and its exhibits, the specific portion of the RFP or exhibits to which exception is taken shall be identified and explained to the City in writing a minimum of 10 days prior to the date established for submittal of the Technical Proposal.

**3.2.** Exceptions taken after the stipulated period to this RFP may be cause for rejection of the Proposal as being **non-responsive**. The City reserves the right to waive exception(s) as it deems in the best interests of the City.

## 4. Executive Summary (5 Points Max)

**4.1.** Include a 1- to 2-page overview of the entire Proposal describing the highlights of the Proposal.

## 5. Project Team (5 Points Max)

**5.1.** Describe the proposed management plan for this Project. Describe the strength of key proposed construction and technical personnel, Subcontractors, and Subconsultants, including, but not limited to the following disciplines:

**5.1.1.** Civil

**5.1.2.** Environmental

**5.1.3.** Geotechnical

## 6. Technical Approach and Design Concept (30 Points Max)

**6.1.** 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 Design-Builder's technical approach. The completeness and technical merit of the design concept will be evaluated.

**6.2.** The following elements shall be included in this Technical Proposal:

**6.3.** The City will select a Design-Builder that will offer the best value for the design and construction of road repair per the scope shown in Attachment A and the requirements of this contract. The Work and Services required of the Design-Builder include those during design, construction, and startup of the Project. The Design-Builder 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.

The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Design-Builder. The Design-Builders will be notified in writing of the City's final decision.

## 7. Construction Plan (30 Points Max)

**7.1.** Describe the proposed construction plan for this Project, including the following, at a minimum:

**7.1.1.** Construction approach and methods

**7.1.2.** Plan for operation of facility during construction

**7.1.3.** Plan for phasing of construction activities

**7.1.4.** General plan for functional testing and start-up.

**7.1.5.** Proposed safety program

**7.1.6.** Proposed emergency response plan

**7.1.7.** Proposed construction schedule

**7.1.8.** Traffic Control Management

**7.1.9.** Community Impact

**8.** **Equal Employment and Contracting Opportunity (25 Points Max)**

**8.1.** Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive.**

**8.2.** Work Force Report

**8.2.1.** Include a completed Work Force Report (Form BB05) for its employees located within San Diego County only. The selected firm may be required to submit workforce data for a regional office prior to contract award.

**8.3.** Subcontractor Documentation

**8.3.1.** The Design-Builder shall, at a minimum, provide with its Technical Proposal a listing of at least 3 of the largest Subcontractors (constructors only) for the Project and all other Subcontractors (design professionals, etc.) that are known at the time it submits its Proposal using form AA15 and AA30. Note: Subcontractors include design professionals, as well.

**8.3.2.** Work which requires Subcontractors that are not listed by Design-Builder at time of Award shall be let by Design-Builder in accordance with a competitive bidding process performed solely at Design-Builder's expense. Design-Builder shall provide public notice of the availability of the Work to be subcontracted, obtain competitive bids, and provide a fixed date and time on which the subcontracted Work will be awarded. Subcontractors bidding on subcontracts pursuant to this provision shall be afforded the protection of all applicable laws, including Public Contract Code sections 4100 through 4114, inclusive.

**8.3.3.** The Design-Builder may select Subcontractors and Suppliers in one of 3 competitive ways i.e., lowest responsible bidder, best value for price and qualifications, or highest qualifications. Prior to construction NTP, the Design-Builder shall do the following:

**8.3.3.1.** Submit the selection method used to the City in accordance with 2-5.3, "Submittals."

**8.3.3.2.** Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City's pre-qualification standards.

**8.3.3.3.** Review the Subcontractors and Suppliers ultimately chosen to verify that that they have not been debarred and are in good standing as a licensed contractor in California.

**8.3.4.** Open all Subcontract bids and provide to the City one copy without reservation or redaction. All records relevant to the award and performance of Subcontractors and Suppliers shall be public and provided to the City upon request and without redaction.
The City may administer bidding itself for Subcontractors and Suppliers, or to direct the bidding procedures to be used by the Design-Builder.

**8.3.5.** The Design-Builder may use its corporate-generated subcontractor agreement to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in Subcontracts by this Contract.

**8.3.6.** 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, DVBE, or DBE | 5 |
| 2 | 10%-14%participation SLBE, ELBE, DVBE or DBE | 10 |
| 3 | 15%-19% participation SLBE, ELBE, DVBE or DBE | 15 |
| 4 | 20%-24% participation SLBE, ELBE, DVBE or DBE | 20 |
| 5 | 25% participation SLBE, ELBE, DVBE or DBE | 25 |
| In no case the points shall exceed 25. | | |

## 9. Reference Checks (5 Points Max)

The City will contact submitted references to obtain information regarding the Design-Builders past projects. Inquires will be related, but not limited, to Contractor's ability to stay within budget, completing projects on schedule and quality of work.

**Total Points: 100**

Proposals that do not contain the aforementioned components may be rejected as **non-responsive.**

# ATTACHMENT H

# PROPOSAL FORMS

Eey 12/20/13

# City of San Diego

**CITY CONTACT**
**Contract Specialist:** Eleida Felix Yackel
**Email:** Efelixyackel@sandiego.gov.
**Phone No.:** (619) 533-3449, **Fax No.:** 619-533-3633
MFaramarzi/NB/egz

# REQUEST FOR PROPOSAL (RFP)

## FOR METRO BIOSOLIDS CENTER ACCESS ROAD REPAIR DESIGN-BUILD CONTRACT

RFP NO.: K-14-6022-DB1-3-C-A
SAP NO. (WBS/IO/CC): 21002257
CLIENT DEPARTMENT: 2100
COUNCIL DISTRICT: 6
PROJECT TYPE: ID

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

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

**PROPOSALS DUE:**

**12:00 NOON**
**NOVEMBER 13, 2013**
**CITY OF SAN DIEGO**
**PUBLIC WORKS CONTRACTING GROUP**
**1010 SECOND AVENUE, SUITE 1400, MS 614C**
**SAN DIEGO, CA 92101**
**ATTN: CONTRACT SPECIALIST**

**ATTACHMENT H SHALL BE SUBMITTED IN ITS ENTIRETY**

## Design-Builder's General Information

To the City of San Diego:

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

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

(1) Name under which business is conducted_____

(2) Signature (Given and surname) of proprietor _____

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

(4) City and State _____ Zip Code _____

(5) Telephone No. _____ Facsimile No._____

(6) Email Address _____

**IF A PARTNERSHIP, SIGN HERE:**

(1) Name under which business is conducted _____

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

_____

_____

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

_____

Full Name and Character of partner

_____

_____

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

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

**IF A CORPORATION, SIGN HERE:**

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

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

_____
(Signature)

Austin Cameron
(Printed Name)

Secretary
(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 10540 Prospect Avenue

(5) City and State Santee, California Zip Code 92071

(6) Telephone No. (619) 448-4560 Facsimile No. (619) 448-3341

(7) Email Address acameron@tcincsd.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, C.21

LICENSE NO. 402459 EXPIRES April 30, 2014

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): [redacted]

E-Mail Address: acameron@tcincsd.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 Austin Cameron Title Secretary

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

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

(NOTARIAL SEAL)

State of California County of
San Diego
Subscribed and sworn to (or affirmed)
before me on this 18th day of November 13 by
Austin Cameron,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature Sandra Weeks

SANDRA WEEKS
Commission # 2033227
Notary Public - California
San Diego County
My Comm. Expires Aug 9, 2017

# NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106

State of California )
) ss.
County of San Diego, California )

Austin Cameron, being first duly sworn, deposes and says that he or she is Secretary of the party making the foregoing proposal that the 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.

Signed: Austin Cameron

Title: Secretary

State of California County of
San Diego
Subscribed and sworn to (or affirmed)
before me on this 18th day of November 13 by
Austin Cameron,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature Sandra Weeks
(Seal)

Subscribed and sworn to before me this _____ day of _____, 2_____

Notary Public

SANDRA WEEKS
Commission # 2089227 (L)
Notary Public - California
San Diego County
My Comm. Expires Aug 9, 2017

## CONTRACTORS 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 |
|---|---|---|---|---|---|
| | | | | | |
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| | | | | | |
| | | | | | |

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title Secretary

Name

Date November 13, 2013

Signature

**USE ADDITIONAL FORMS AS NECESSARY**

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

## COMPANY INFORMATION

Company Name: TC Construction Company, Inc. Contact Name: Austin Cameron

Company Address: 10540 Prospect Avenue, Santee, CA 92071 Contact Phone: (619) 448.4560

Contact Email: acameron@tcincsd.com

## CONTRACT INFORMATION

Contract Title: Metro Biosolids Center Access Road Repair Design-Build Contract Start Date: Dec. 2013

Contract Number (if no number, state location): K-14-6022-DB1-3-C-A End Date: TBD

## SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at *www.sandiego.gov/administration.*

## CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

☑ I affirm **compliance** with the EBO because my firm *(contractor must select one reason):*

- ☑ Provides equal benefits to spouses and domestic partners.
- ☐ Provides no benefits to spouses or domestic partners.
- ☐ Has no employees.
- ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

☐ I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

| Austin Cameron, Secretary | | 11/13/2013 |
|---|---|---|
| Name/Title of Signatory | Signature | Date |

## FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: ☐ Approved ☐ Not Approved – Reason:

rev 02/15/2011

## 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 **Metro Biosolids Center Access Road Repair 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: November 13, 2013

The Design-Builder: TC Construction Company, Inc.

By: Austin Cameron
(Signature)

Title: Secretary

## PRICE PROPOSAL FORMS (DESIGN- BUILD)

The Design-Builder agrees to the design and construction of **Metro Biosolids Center Access Road Repair Design-Build Contract**, 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 (90 Days for federally funded contracts and contracts valued at $500,000 or less) from the date Proposals are due until the award of the Task Order. The duration of the price guarantee shall be extended by the number of Days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

| Item No. | NAICS CODE | Description | Quantity | D* | Unit | Unit Price | Extension |
|---|---|---|---|---|---|---|---|
| **BASE BID** | | | | | | | |
| 1 | 541330 | Engineering and Design Services | 1 | D | LS | | $ 81,860.00 |
| 2 | 237110 | Field Construction | 1 | | LS | | $ 273,000.00 |
| 3 | 541330 | Water Pollution Control Program Development | 1 | D | LS | | $ 1,200.00 |
| 4 | 237990 | Water Pollution Control Program Implementation | 1 | | LS | | $ 11,790.00 |
| 5 | 524126 | Bond (Payment and Performance) | 1 | | LS | | $ 2,230.00 |
| 6 | | City Contingency - Type II Allowance | 1 | | AL | | $80,000.00 |
| **TOTAL DESIGN-BUILD PROPOSAL (ITEMS NO 1 THROUGH 6 INCLUSIVE): $** | | | | | | | 450,080.00 |

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

Total Price For Design-Build Proposal, (items 1 through 6, inclusive) amount written in words:

Four Hundred Fifty Thousand Eighty Dollars and NO/cents

Addenda Received: Pre-Bid Meeting Sign-in-Sheet

Design-Builder: TC Construction Company, Inc.

Title: Secretary

Signature: Austin Cameron

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

Terry Cameron, President; Steve Coker, Vice President; Austin Cameron, Secretary-Treasurer, Derek Franken, 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. The Contract Price to be used in the selection process as described in Section 14.2 of the RFP will be determined based on the Base Proposal alone.

B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Design-Builder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.

C. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.

D. 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.

E. 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.

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

The **DOLLAR VALUE** of the total **Bid to be performed** by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall 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 | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE , ELBE, SLBE, WoSB, HUBzone, OR SDVOSB① | WHERE CERTIFIED ② | CHECK IF JOINT VENTURE PARTNERSHIP |
|---|---|---|---|---|---|---|
| **Name: RBF Consulting**<br>Address: 9755 Clairemont Mesa Blvd.<br>City: San Diego State: CA<br>Zip: 92124 Phone: 858-614-5000 | Designer | Lead Designer/ Civil and Traffic, Engineering, Stormwater, Survey | $71,900 | OBE | N/A | |
| **Name: Seal Right Paving**<br>Address: PO Box 2753<br>City: Spring Valley State: CA<br>Zip: 91979 Phone: 619-465-7411 | Constructor | Crack Sealing | $4,500 | SLBE | City | |
| **Name: G. Scott Asphalt**<br>Address: 358 Trousdale<br>City: Chula Vista State: CA<br>Zip: 91910 Phone: 619-420-1854 | Constructor | Slurry Seal | $39,520 | SLBE | City | |

Qty 0.1937

① As appropriate, Design-Builder shall identify each Subcontractor as on 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 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.**

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

The **DOLLAR VALUE** of the total **Bid to be performed** by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall 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 | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE , ELBE, SLBE, WoSB, HUBzone, OR SDVOSB① | WHERE CERTIFIED ② | CHECK IF JOINT VENTURE PARTNERSHIP |
|---|---|---|---|---|---|---|
| **Name: J. Cloud, Inc.**<br>Address: 2094 Willow Glen Dr.<br>City: El Cajon State: CA<br>Zip: 92019 Phone: 619-593-9020 | Constructor | Trucking | $5,760 | SLBE | City | |
| **Name: Luzaich Striping**<br>Address: PO Box 2426<br>City: El Cajon State: CA<br>Zip: 92021 Phone: 619-443-7755 | Constructor | Striping, Markings | $5,550 | ELBE | City | |
| **Name: SC Services**<br>Address: PO Box 712994<br>City: Santee State: CA<br>Zip: 92072 Phone: 619-443-3394 | Constructor | Cold Milling | $15,360 | ELBE | City | |

① As appropriate, Design-Builder shall identify each Subcontractor as on 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 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.**

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

The **DOLLAR VALUE** of the total **Bid to be performed** by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall 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 | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE , ELBE, SLBE, WoSB, HUBzone, OR SDVOSB① | WHERE CERTIFIED ② | CHECK IF JOINT VENTURE PARTNERSHIP |
|---|---|---|---|---|---|---|
| **Name: McGrath Consulting**<br>Address: PO Box 20205<br>City: El Cajon State: CA<br>Zip: 92021 Phone: 619-250-2025 | Designer | SWPPP | $950 | ELBE | City | |
| **Name: Hudson Safe-T-Lite**<br>Address: PO Box 117<br>City: El Cajon State: CA<br>Zip: 92022 Phone: 619-441-3644 | Designer | Traffic Control Plans | $900 | SLBE | City | |
| **Name: Video Fact**<br>Address: 4150 Merritt Bl.<br>City: La Mesa State: CA<br>Zip: 91941 Phone: 619-889-8368 | Constructor | Video Documentation | $650 | ELBE | City | |

① As appropriate, Design-Builder shall identify each Subcontractor as on 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 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.**

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

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

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERIALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES | MANUFACTURE, SUPPLIER, NON-SUPPLIER | MBE, WBE, DBE, DVBE, OBE , ELBE, SLBE, WoSB, HUBzone, OR SDVOSB① | WHERE CERTIFIED② |
|---|---|---|---|---|---|
| **Name: Newberry Enterprises**<br>Address: 6304 Rancho Mission Rd.,#238<br>City: San Diego State: CA<br>Zip: 92108 Phone: 619-280-8021 | Asphalt | $79,882 | Supplier | ELBE | City |
| **Name:**<br>Address:<br>City: State:<br>Zip: Phone: | | | | | |
| **Name:**<br>Address:<br>City: State:<br>Zip: Phone: | | | | | |

① As appropriate, Design-Builder shall identify each Subcontractor as on 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 |
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| 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 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.**

# ATTACHMENT I

# DESIGN-BUILD AGREEMENT

# DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 13 day of March, 2014, by and between The City of San Diego [City], a municipal corporation, and **TC Construction Company, Inc.** [Design-Builder], for the purpose of designing and constructing the **Metro Biosolids Center Access Road Repair Design-Build Contract** (Project) in the amount of **FOUR HUNDRED FIFTY THOUSAND EIGHTY DOLLARS AND ZERO CENTS ($450,080.00).** 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 a Request for Proposals [RFP] for **K-14-6022-DB1-3-C-A** 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 has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.

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 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 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(a)(1)** authorizing such execution.

**THE CITY OF SAN DIEGO**

By: _____
Stephen Samara
Senior Contract Specialist
Public Works Contracting Group

Date: 3-13-2014

**APPROVED AS TO FORM AND LEGALITY**

Jan I. Goldsmith, City Attorney

By _____
Jeremy Jung

Print Name: _____
Deputy City Attorney

Date: 3-13-14

**CONTRACTOR**

By _____

Print Name: Austin Cameron

Title: President

Date: 01/13/2014

City of San Diego License No.: B1987004773

State Contractor's License No.: 402459

# ATTACHMENT J

# DESIGN-BUILD AGREEMENT FORMS

Executed in Triplicate

Bond No. 024054969
Premium:$2,228.00

# PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

**TC Construction Company, Inc.**, a corporation, as principal, and Liberty Mutual Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **FOUR HUNDRED FIFTY THOUSAND EIGHTY DOLLARS AND ZERO CENTS ($450,080.00)** for the faithful performance of the annexed contract, and in the sum of **FOUR HUNDRED FIFTY THOUSAND EIGHTY DOLLARS AND ZERO CENTS ($450,080.00)** for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Metro Biosolids Center Access Road Repair Design-Build Contract,** BID NUMBER **K-14-6022-DB1-3-C-A**, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

# PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Cont.)

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

Dated January 10, 2014

Approved as to Form and Legality

TC Construction Company, Inc.
Principal

By

Austin Cameron, President
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By
Deputy City Attorney

Liberty Mutual Insurance Company
Surety

By
Tara Bacon, Attorney-in-fact

Approved:

By:
Stephen Samara
Senior Contract Specialist
Public Works Contracting Group

790 The City Drive, Suite 200
Local Address of Surety

Orange, CA 92868
Local Address (City, State) of Surety

Orange, CA 92868
Local Telephone No. of Surety

Premium $ 2,228.00

Bond No. 024054969

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of San Diego

On January 13, 2014 (Date) before me, Sandra Weeks, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Austin Cameron (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.

SANDRA WEEKS
Commission # 2033227
Notary Public - California
San Diego County
My Comm. Expires Aug 9, 2017

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: Sandra Weeks (Signature of Notary Public)

Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Bid Bond

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

| Signer's Name: Austin Cameron | Signer's Name: _____ |
|---|---|
| ☒ Corporate Officer — Title(s): President | ☐ Corporate Officer — Title(s): _____ |
| ☐ Individual | ☐ Individual |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Attorney in Fact | ☐ Attorney in Fact |
| ☐ Trustee | ☐ Trustee |
| ☐ Guardian or Conservator | ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: TC Construction | Signer Is Representing: _____ |

 Item #5907

SANDRA WEEKS
Commission # 2023221
Notary Public - California
San Diego County
My Comm. Expires Aug 9, 2021

# ACKNOWLEDGMENT

State of California
County of San Diego

On January 10, 2014 before me, Maria Hallmark, Notary Public, personally appeared Tara Bacon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

MARIA HALLMARK
Commission # 1986082
Notary Public - California
San Diego County
My Comm. Expires Aug 22, 2016

Signature _____

(Seal)

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**
**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

Certificate No. 6300166

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

# POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley R. Orr; Dale G. Harshaw; Geoffrey Shelton; John R. Qualin; Kyle King; Tara Bacon

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of September, 2013.

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

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 24th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: _____
KD Riley, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII** – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 10th day of January, 20 14.

By: _____
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# CONTRACTOR CERTIFICATION

## DRUG-FREE WORKPLACE

**PROJECT TITLE: Metro Biosolids Center Access Road Repair Design-Build Contract**

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 RFP, "Drug-Free Workplace", of the project specifications, and that;

TC Construction Co. Inc.
(Name under which business is conducted)

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.

Signed _____

Printed Name Austin Cameron

Title President

# CONTRACTOR ADA CERTIFICATION

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE: Metro Biosolids Center Access Road Repair Design-Build Contract**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the RFP, "American With Disabilities Act", of the project specifications, and that;

TC Construction Co. Inc.
(Name under which business is conducted)

has in place a 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.

Signed

Printed Name Austin Cameron

Title President

# CONTRACTOR STANDARDS CERTIFICATION

## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

**PROJECT TITLE: Metro Biosolids Center Access Road Repair Design-Build Contract**

I declare under penalty of perjury that I am authorized to make this certification on behalf of TC Construction Co. Inc., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in RFP ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than $50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 13th Day of January, 2014.

Signed

Printed Name Austin Cameron

Title President

# AFFIDAVIT OF DISPOSAL

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

**Metro Biosolids Center Access Road Repair Design-Build Contract**
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-6022-DB1-3-C-A**, SAP (IO/CC/WBS) No. **21002257** 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 _____, _____.

_____ Contractor
by

**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

# City of San Diego

**CITY CONTACT:** Eleida Felix Yackel, Contract Specialist, Email: Efelixyackel@sandiego.gov
Phone No. (619) 533-3449, Fax No. (619) 533-3633

# ADDENDUM "1"

# REQUEST FOR PROPOSAL (RFP)

# FOR

## METRO BIOSOLIDS CENTER ACCESS ROAD REPAIR DESIGN-BUILD CONTRACT

| | |
|---|---|
| RFP NO.: | K-14-6022-DB1-3-C-A |
| SAP NO. (WBS/IO/CC): | 21002257 |
| CLIENT DEPARTMENT: | 2100 |
| COUNCIL DISTRICT: | 6 |
| PROJECT TYPE: | ID |

---

**PROPOSAL DUE:**
**12:00 NOON**
**NOVEMBER 21, 2013**
**CITY OF SAN DIEGO**
**PUBLIC WORKS CONTRACTING GROUP**
**1010 SECOND AVENUE, SUITE 1400, MS 614C**
**SAN DIEGO, CA 92101**

## A. CHANGES TO CONTRACT DOCUMENTS

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

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

## B. BIDDER's QUESTIONS

**Question pertaining to Terms and Conditions**

Q1. SLBE & ELBE vs. DBE & DVBE. Does the use of a DBE or DVBE satisfy the 22.3% goal for this project? In the spec on page 95 paragraph 8.3.6, SLBE, ELBE, DVBE, and DBE are all together on the chart for the evaluation of points.

A1. Only SLBE or ELBE certified count toward the 22.3% mandatory goal. There are circumstances where a sub is both SLBE/ELBE and DBE/DVBE. The sub is counted only if listed certified with the City and appears on the EOC website SLBE listing.

Q2. Section 2.3.1 states that the mandatory SLBE/ELBE percentage is 22.3%. For the purposes of calculating this percentage, we assume that we should exclude the $80,000 City Contingency Type II Allowance (Bid Item No. 6). Please confirm.

A2. 22.3% mandatory SLBE/ELBE participation applies to the entire contract value minus Type II Allowance.

Q3. Does the 22.3% mandatory SLBE/ELBE participation apply to the entire contract value, or do we need to obtain the 22.3% participation for both the Construction elements (Bid Items 2,4, and 5) and the Design elements (Bid Items 1 and 3)?

A3. 22.3% mandatory SLBE/ELBE participation applies to the entire contract value minus Type II Allowance.

Q4. Are diagrams, exhibits or schedules considered exclusive of the 25 page limit?

A4. Yes. These are exclusive of the 25 page limit.

Q5. Can diagrams, exhibits or schedules be included in the proposal on 11"x17" pages?

A5. Yes.

Q6. Does the City expect the Design-Builder to field verify the Caltrans Right of Way?

A6. No. But if the Contractor finds it necessary to stake it, the City will do that.

**Questions pertaining to Scope or Specifications**

Q1. Existing AC Dikes on both sides of the road will be obliterated or partly / fully covered by much of the work. Does the city require all of the dike to be replaced to achieve a full 6" face?

A1. Dikes are required to control or re-route drainage and keep the water away from road and prevent ponding behind the curb that causes rapid settlement. Unless it is in a unique location or a special situation where the PM determines that it is not needed or does not serve any good purpose, it cannot be eliminated. The design engineer shall determine that.

Q2. If existing survey monuments are to be disturbed by the work, does the city require a full M-10 monument structure to be constructed? Will the City file the necessary legal docs, corner records etc.?

A2. Design-Builder shall avoid disturbing the monuments. If Design-Builder disturbs a monument, the City will do all the work, including reinstallation and paperwork.

Q3. During the course of construction, is aggregate base acceptable as a driving surface for a 1-2 day period?

A3. Yes, provided that it is maintained to a good drivable condition.

Q4. Some of the shoulder areas at the edge of the traveled way will require substantial fill to match the new roadway elevation. What is the acceptable rate of slope for these areas, and what material is acceptable for this purpose?

A4. The City standard slope is 2:1. However, the City may accept a steeper slope depending on the site conditions.

Q5. There are points in the provided CAD file which are not in the field report and conflict with the provided contours. Are these points relevant and what does the city expect the DB team to use to prepare a takeoff?

A5. Design-Builders may contact City's survey personnel Mahmoud Khalili at (858) 627-3226.

Q6. On page 23 under section 2.3 it states that the "City will provide all survey services required for this project during design and construction". Is the Civil Engineer on the DB team to contact the City for all project Survey Information and Work?

A6. For survey related question, contact Mahmoud Khalili at (858) 627-3226, for all other work, contact Mike Faramarzi the Project Manager at (858) 614-4518.

Q7. Spec Section 302-3 item 3 directs the Contractor to repair distressed paving areas with a minimum 2" AC for residential areas and a minimum of 3" AC over compacted native material for all others. Will the City require the DB team to install 3" AC in distressed pavement areas? On the same item of work, the Ninyo & Moore Geotechnical Report of 1994 referred to in the RFP recommended a pavement section of 4" AC over 14" Class 2 Base. Does the City want the DB team to use that section to remediate the distressed pavement areas in lieu of the 3" noted above?

A7. This is a heavily traveled road with commercial trucks carrying sludge and chemicals plus City's own trucks so the residential design and spec is not applicable. The City made available, the soil report. Design-Builder engineer shall make the pavement recommendations.

Q8. Spec Section 9-37 states that the project is not subject to the Whitebook's provisions for Price Index Fluctuations. Given the unknown time frame as to when plans and contracts will be approved, can this be changed to include this contract in the index?

A8. No. Work is anticipated in January 2014 or earlier.

Q9. Does Section 302-3 item 4 refer to the City's engineer or the DB team's Civil Geotechnical engineer? If they mean the Geotechnical engineer hired by the contractor, that engineer would have his representatives perform the testing. The cost of the testing would be included in the base bid. If failing results are obtained and additional testing is required, those costs would not be credited to the city, but borne by the contractor. Can you clarify the intent?

A9. In this case the Engineer is the City's engineer and the same applies for the Project Manager.

Q10. If the city is to provide portions of the geotechnical testing (compaction), can the city provide a detailed list of their expectations of the DB team's Geotechnical scope for this RFP?

A10. No. Design-Builder shall determine what is needed or required as a minimum to satisfy the requirements.

Q11. On Page 46 under Sections 203-15 and 302-3 item 1 reference is made to Slurry Seal / RPMS Slurry Seal. Can the City verify that no Slurry Seal is required on the project?

A11. The road shall be repaired and the cracks shall be sealed inside the plant. The Design-Engineer shall make recommendations to the City. Streets inside the plant within the area of native soil (outside of the landfill area) are not required to be slurry sealed.

Q12. It was noted at the Pre-Submittal Meeting that the statement on Subcontract Limitations-- item 17.5. had an error (97%). Will this be corrected in the upcoming addendum?

A12. Yes. See section C. Changes to the Request for Proposal, item 1 of this addendum.

Q13. Will the proposing DB entity be responsible for all materials testing, special inspections, and if required subsurface/geotechnical investigations?

A13. The City is responsible for all except Geotechnical Investigation. It's the Design-Builder's responsibility to provide the Geotechnical Investigation.

Q14. Attachment G, Section 5.1.2 asks the proposer to submit information on environmental personnel. However, during the pre-proposal meeting, it was stated that the City would take care of all environmental and biological issues. If this is the case, why do we need to provide information on our environmental personnel? Please clarify the responsibilities of the Design-Builder in regard to environmental issues.

A14. We may have restrictions if it goes passed March 2014. No cost or task will be borne by Design-Builder.

Q15. Attachment A, Section 1 states that the work consists of "repairing approximately 4000' of the access road ... and sealing approximately 2000 ' of cracks located inside MBC facility..." , and also states "The entire access road shall be restriped after the completion of all work." Appendix G starting on page 82 provides a "Summary of Specific Repairs" for the access road. For bidding purposes, we assume that the construction work will be limited to the repairs described in the schedule on pages 82 and 83 of the RFP, the restriping of the access road, plus 2000 LF of crack repair inside of the MBC facility. Please confirm that this is the intent of the City.

A15. Yes. However if the design engineer proposes better improvement to the road condition, the City will consider.

Q16. Attachment E, Supplementary Special Provisions, Section 203-15, states "RPMS may be used on this contract". However, we did not see the requirement for slurry seal anywhere in the Attachment A Project Description or in the Appendix G Summary of Specific Repairs. We assume that slurry seal is not required on this project. Please confirm.

A16. Road needs to be repaired and cracks need to be sealed inside the plant. If the Design-Builder recommends better solutions and approved by the City, they will be implemented. But the streets inside the plant within the area of native soil (outside of the landfill area) are not required to be slurry sealed.

Q17. Appendix G, Summary of Specific Repairs, refers to "Full section repair" at several locations. Please clarify what is meant by a full section repair. Are we to just fill in the dip sections with more asphalt on top of the existing that has settled, or are we to demolish all of the paving in these areas and install a new paving section with AC paving over aggregate base? Also, are we required to dig out and re-compact the subgrade below the paving section, and if so, to what depth? Please clarify the intent of the City.

A17. The conditions of certain areas and sections of the road are damaged and shall be replaced.

Q18. Attachment G, Section 6.2 states: "The following elements shall be included in this Technical Proposal: "but it is left blank after the word Proposal. Please fill in the missing words and identify what elements are required to be included in the technical proposal.

A18. See C. Changes to the Request for Proposal, item 2 of this Addendum.

Q19. Please clarify what is required for design deliverable documents. Will we be required to produce new design drawings, or can we just use the existing access road drawings and mark them up to show the repair work as as-built conditions?

A19. New drawings shall be required.

Q20. If new design drawings are required, are we required to do 30%/60%/100%/Final design submittals, or can we just do one design submittal since this is a small project?

A20. The City requires 60% and final.

Q21. Section 2, Item 2.7 Subsurface Data indicates " In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site: 1. Report of Geotechnical Evaluation dated June 6, 1994 by Ninyo & Moore and Associates". The report provided using the ftp://ftp.sannet.gov/OUT/mwwd/MBC%20Access%20Road%20Repair/ link is a report prepared by Geotechnical Consultants, Inc. dated June 1, 1994. Is this the correct report?

A21. Yes.

Q22. Also, the report is a preliminary geotechnical investigation that provides several options for site preparation around the culverts. Is there any as-built geotechnical data available?

A22. The City has only as-built plans which reflect the Geotechnical recommendations.

Q23. The areas where re-grading of the road surface is requested is typically where the road undulates near the existing culverts. There is remnant landfill materials and possible alluvium in these areas. Re-grading the road surface will not mitigate the long term settlement causing these undulations. The RFP does not appear to specifically request mitigation of the cause of these undulations. Please confirm that the design-builder will not be responsible for future settlement of the road caused by the substandard underlying fill materials.

A23. Certain sections of the road are built on landfill and it is anticipated future settlements will occur naturally like SR-52.

Q24. Are there any known drainage or flooding issues or concerns besides those noted in the RFP?

A24. Design-Builder shall keep the water away from the road, prevent ponding in and around the road, and provide a better drainage system.

Q25. Are permits from the Landfill Enforcement Agency required?

A25. No.

Q26. As stated in Attachment A, Section 2.3, the City will provide all survey services required for this project during design and construction. Does this include mapping services such as providing CAD files for Caltrans ROW as is stated is required to be included on the Asbuilt plans per Attachment A Section 1? Does this include mapping services such as providing CAD files for any easements, property lines, landfill limits, Title Report or any other mapping information?

A26. The City will provide the CAD files it has. Caltrans ROW CAD files are not available and not needed to be part of any submittal.

Q27. At the pre-proposal meeting it was stated that the contractor did not need to retain an environmental consultant for this project and that the City would contract directly with one if their services were needed. Can you confirm that the contractor does not need to include the services of an environmental consultant?

A27. Yes.

## C. CHANGES TO THE REQUEST FOR PROPOSAL

1. To the Request for Proposal, Item 17, "Additional Terms and Conditions", Page 13, Sub-section 17.5, "Subcontract Limitations", **DELETE** in its entirety.

2. To Attachment G, "Proposal Submittal Requirements and Selection Criteria", Page 93, Item 6, "Technical Approach and Design Concept (30 Points Max), Sub-item 6.2., **DELETE** in its entirety and **SUBSTITUTE** with the following:

   **6.2.** The City will select a Design-Builder that will offer the best value for the design and construction of road repair per the scope shown in Attachment A and the requirements of this contract. The Work and Services required of the Design-Builder include those during design, construction, and startup of the Project. The Design-Builder shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item required for the complete design and construction, of the Project, as described in Attachment A.

3. To Attachment G, "Proposal Submittal Requirements and Selection Criteria", Page 93, Item 6, "Technical Approach and Design Concept (30 Points Max), Sub-item 6.3., **DELETE** in its entirety.

Tony Heinrichs, Director
Public Works Department

Dated: *November 7, 2013*
San Diego, California

TH/NB/egz