

City of San Diego

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REQUEST FOR PROPOSAL (RFP)



FOR

CATALINA 12" CAST IRON MAIN AND CATALINA SEWER MAIN

RFQ NO.:	12MCL100
PROPOSAL NO.:	K-15-1319-MAC-3
TASK ORDER NO.:	14
SAP NO. (WBS/IO/CC):	S-12008 / B-13216
CLIENT DEPARTMENT:	2011 / 2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	JA / KB

THIS TASK IS SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING.
- PREVAILING WAGE RATES: STATE FEDERAL
- SMALL AND LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM.
- MANDATORY USE OF APPRENTICES.

PROPOSALS DUE:

12:00 NOON

MARCH 18, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

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1.0 INTRODUCTION

- 1.1** This is the City of San Diego's (City) second phase in the selection process to provide Design-Build services for Task Order No. **14, Catalina 12" Cast Iron Main and Catalina Sewer Main** (Project) under a lump sum contract.
- 1.2** This RFP is being issued exclusively to the following selected firms for this selection process who each has entered into a base MACC contract (Contract) with the City:
 - 1.2.1** El Cajon Grading & Engineering Company, Inc. in association with David Evans and Associates, Inc.
 - 1.2.2** J.R. Filanc Construction Company, Inc. in association with Arrieta Construction, Inc. and HDR
 - 1.2.3** Orion Construction Corp./Balboa Construction, Inc. J.V. in association with Harris & Associates and Richard Brady & Associates
 - 1.2.4** Ortiz Corporation in association with AECOM
 - 1.2.5** TC Construction Company in association with RBF Consulting
- 1.3** This RFP describes the Project, the required scope of Work and Services, the Design-Builder selection process, the minimum information that must be included in the Proposal for this Project, and, the terms and conditions governing the Work. The only work authorized under the Contract is work ordered by the City through issuance of a Task Order (TO).
- 1.4** 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.
- 1.5** This RFP will not commit the City to award a contract or (TO), to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 1.6** All Proposals submitted in response to this RFP are the property of the City. After the selection process is complete, the Proposals become non-exempt public records, and as such may be subject to public view.
- 1.7** Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- 1.8** 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 Multiple Award Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.9** This RFP amends the Standard Specifications for Public Works Construction (the GREENBOOK), including supplement amendments set forth in the City of San Diego Standard Specifications for Public Works Construction (the WHITEBOOK). All changes and or additions are stated herein and all other provisions remain unchanged.

2.0 PROJECT VALUE

2.1 The City’s estimate of the Contract Price including the City’s Contingency is **\$18,000,000.**

3.0 CONTRACT TIME

3.1 The Project shall be completed within **740 Working Days** from the NTP.

4.0 CONTRACTOR'S LICENSE CLASSIFICATION AND PRE-QUALIFICATION STATUS

The Design-Builder shall ensure that Design-Builder’s license(s) as specified in the RFQ shall be valid when Proposal is submitted. In addition, the Design-Builder shall maintain its prequalification status at the time of the Proposal submittal as specified in the RFQ. Failure to comply with these requirements will result in rejection of the Proposal.

5.0 SELECTION AND AWARD SCHEDULE

5.1 The City anticipates that the process for awarding Task Order No. 14 will be according to the following tentative schedule:

5.1.1	Pre-Proposal Meeting	February 25, 2015
5.1.2	Proposal Due Date	March 18, 2015
5.1.3	Selection and Notification	April 8 2015
5.1.4	Limited Notice to Proceed	April 29, 2015

6.0 EQUAL OPPORTUNITY CONTRACTING

6.1 All Equal Opportunity Contracting (EOC) information provided by the Design-Builder and requirements set forth in the RFQ shall apply to the RFP process. The Design-Builder shall review the information, data, and documentation provided in the Design-Builder’s SOQ and changes shall be clearly identified in the Proposal; otherwise the information, as previously submitted, will be deemed complete and accurate.

6.2 The mandatory minimum subcontractor participation percentages for this RFP are as follows:

SERVICES	SLBE	ELBE	DVBE	Subcontracting Requirement¹
Design Services	4.20%	7.30%	1.60%	13.10%
Construction Services	6.40%	15.90%	4.0%	26.30%

Notes:

1. Subcontracting Requirement is the percentage of the individual contract elements i.e., Design Services or Construction Services.

- 6.3 The Design-Builder shall submit subcontractor participation percentages that are not less than the specified subcontracting requirements.
- 6.4 The required subcontracting percentages apply to 1st tier Subcontractors only.
- 6.5 For the purpose of achieving the proposed subcontractor participation percentage, Allowance Proposal Items will not be included in the calculation. The Design-Builder may not substitute DVBE for SLBE/ELBE or SLBE/ELBE for DVBE. Subcontracting percentages for design and construction may not be substituted for one another.
- 6.6 The Proposal shall be deemed non-responsive if the Subcontractor and Supplier listings submitted and enclosed with the Price Proposal fail to meet the above minimum required subcontracting participation levels.
- 6.7 The Design-Builders' Proposals will be further evaluated for their commitment to the City's principles of equal opportunity as specified in this RFP. See Attachment "Proposal Submittal Requirements and Selection Criteria" for more information.

7.0 PRE-PROPOSAL ACTIVITIES

7.1 Questions Concerning RFP

- 7.1.1 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.
- 7.1.2 All questions regarding this RFP and Contract Documents 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 this RFP prior to the Proposal due date.
- 7.1.3 Questions received less than 14 Days prior to the Proposal due date may not be answered.
- 7.1.4 Interpretations or clarifications of this RFP considered necessary by the City in response to such questions will be issued by Addenda.
- 7.1.5 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.
- 7.1.6 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.

7.2 Pre-Proposal Meeting

- 7.2.1** A **mandatory** Pre-Proposal meeting will be held from **10:00 AM to 11:00 AM**, on **FEBRUARY 25, 2015**, at **1010 Second Avenue, 14th Floor, San Diego, CA, 92101**.
- 7.2.2** 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 a 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.
- 7.2.3** 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 Contracts at (619) 533-3450 at least 7 days prior to the Pre-Proposal Meeting to ensure availability.
- 7.2.4** Proposal will 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.
- 7.2.5** Firms participating in the Pre-Proposal Meeting and site visit (if any) will not be compensated for their participation.

7.3 Pre-Proposal Site Visit

- 7.3.1** No Pre-Proposal Site visit is scheduled for the Work. The Design Builders may request access to the site, if needed to complete their proposal, by calling the Public Works Contracts at (619) 533-3450 at least 2 Days prior to the date requested for access.

8.0 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

- 8.1** Contract Documents may be obtained by contacting the Contract Specialist listed on the cover of the RFP.
- 8.2** 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.

9.0 CHANGES TO THE SCOPE OF WORK

- 9.1** 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.

10.0 DESIGN SUBMITTALS

10.1 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.

11.0 BONDS AND INSURANCE

11.1 Prior to the award of 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 City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.

12.0 SUBMITTAL REQUIREMENTS

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

12.2 Technical Proposal Requirements

12.2.1 The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder's qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 500 words per page and shall be limited to no more than 50 one-sided pages (8 ½" x 11") inclusive of any cover sheets, resumes, graphics, forms, pictures, photographs, dividers, front and back cover and supporting documentation; exclusive of Equal Opportunity Contracting documentation. Double-sided pages are not acceptable. Paper foldouts in sizes other than the standard letter size will count as 2 pages against the established Proposal page-count limit. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal.

12.2.2 The Design-Builder shall certify that the documentation required under the Work Force Report and Equal Employment Opportunity (EEO) Plan and the Subcontractor Documentation of the RFQ remains correct and accurate. If any changes or modifications are required to the aforementioned documents, they shall be documented in the Work Force Report and EEO Plan forms included in the Contract Documents as attachments and submitted with the Proposal. The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.

- 12.2.3 The Technical Proposals submitted in response to the RFP shall be in accordance with the requirements listed in Attachment F. The contents of the Proposal shall be organized consistent with Attachment F.

12.3 Price Proposal Requirements

- 12.3.1 This solicitation is for a Lump Sum contract.
- 12.3.2 One executed original, clearly marked on the cover, of the Price Proposal shall be submitted in a separate sealed envelope. Refer to Attachment G of this RFP for the Price Proposal form to be used.
- 12.3.3 The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 12.3.4 The lowest proposed price is not the determining factor for issuance of a TO. See Attachment F for criteria from which the proposals will be evaluated.
- 12.3.5 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.
- 12.3.6 The EOCP information (i.e., Subcontractors and Suppliers listings) shall be submitted as part of the sealed Price Proposal.

12.4 Submittal Requirements

12.4.1 General

- 12.4.1.1 A corporation designated as the selected Design-Builder shall furnish evidence of its corporate existence and evidence that the officer signing the Proposal, bonds, and TO authorization (when required by the City) for the corporation is duly authorized to do so.
- 12.4.1.2 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.
- 12.4.1.3 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.

- 12.4.1.4 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.
- 12.4.1.5 Proposals may be withdrawn by the Design-Builder prior to, but not after, the due date and time for receipt of Proposals. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 12.4.1.6 Proposals or modifications thereto received subsequent to the hour and date specified on the cover of this RFP may cause the Design-Builder's Proposal to be rejected as **non-responsive**.
- 12.4.1.7 Failure to comply with the requirements of this RFP may result in disqualification.

12.4.2 Technical Proposal

- 12.4.2.1 One clearly marked on the cover executed original, 7 complete paper copies of the Proposal, and 1 Compact Disk (CD) or Digital Video Disk (DVD) with a complete Portable Document Format (PDF) version of the submitted documents for this proposal shall be included. All pages of the PDF shall have searchable text (not scanned images). The following information will be clearly marked on the outside of each package:

Name of the Design-Builder

Project Title

“Technical Proposal” Package No. (e.g., 1 of 16, 2 of 16, etc.)
Marked (in red)

- 12.4.2.2 Design elements which deviate from the scope of Work, City's design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Attachment F, “Exceptions to the RFP” of the Proposal.

12.4.3 Price Proposal

12.4.3.1 One executed original of the Price Proposal, clearly marked on the cover, shall be submitted in a separate sealed envelope, and shall include 1 Compact Disk (CD) or Digital Video Disk (DVD) with a complete Portable Document Format (PDF) version of the submitted documents for this proposal. All pages of the PDF shall have searchable text (not scanned images). The following information will be clearly marked on the outside of each package:

Name of the Design-Builder

Project Title

“Price Proposal” Marked (in red)

12.5 Review of Technical Proposal

12.5.1 Following the receipt of the Technical Proposal, the City anticipates at least 2 weeks for review of the Technical Proposals.

12.6 Final Selection

12.6.1 Based on the Design-Builder's Proposal and using the Project’s Evaluation Criteria, the Panel will rank the Design-Builder’s Proposal by determining the score which shall be calculated as follows:

12.6.1.1 A maximum of **30** points will be assigned for the Contract Price as proposed. The lowest total estimated Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total estimated Contract Prices compare with the lowest:

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

12.6.1.2 A maximum of **70** points will be assigned for the qualitative criteria noted in Attachment ‘F’ of this RFP. All Proposals shall receive scores based on 30 percent of the average of the composite ratings provided by the Panel.

12.6.1.3 The Apparent Winner will be the team with the highest total score earned. The Design-Builders will be notified in writing of the City’s final decision.

12.6.1.4 For example, if the lowest total estimated Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total estimated Contract Price of another proposal is \$105 and the maximum allowable points is 30 points, then that Proposal would receive $(1 - (105 - 100) / 100) \times 30 = 28.5$ points, or 95% of the maximum

points. The lowest score a Proposal can receive for this category is zero points (i.e., the score cannot be a negative number). The following example using the same 30/70 split illustrates the calculation outcomes, with Firm A winning the competition even though Firm A did not have the highest rated proposal or the lowest price :

Firm	Ave. Composite Rating	Qualitative Score (70 Max)	Price Proposal	Price Score (30 Max)	Total Score (100 Max)
A	85.00	59.50	\$105	28.50	88.00
B	88.00	61.60	\$130	21.00	82.60
C	50.00	35.00	\$100	30.00	65.00

Note: All figures will be rounded off to 2 decimal places.

12.7 Use of Reference Documents and Pre-Design Reports

12.7.1 The City has made available Reference Documents related to the Project (see Bridging Documents). Use of these reports shall be for general Project background information only, and shall be used at the Design-Builder’s risk. No responsibility is assumed by the City for the completeness or accuracy of these reports. See Scope of Work (Attachment ‘A’).

13.0 OPENING OF PRICE PROPOSALS:

13.1 After the Technical Proposals have been evaluated and scored, the City will open the Price Proposals and make the selection of the winning Design-Builder in accordance with the criteria set forth under Section 12.6, “Final Selection (Weighted Criteria)” of this RFP. The City will announce in writing the selected Design-Builder via correspondence to all participants indicating the Average Composite Rating, Qualitative Score, Price Proposal, Price Score, Total Score, and Rank for all proposers evaluated. The notification to the Design-Builders shall constitute the public announcement of the Apparent Winner. In the event that the Apparent Winner is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated Apparent Winner.

14.0 ADDITIONAL TERMS AND CONDITIONS

14.1 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.

14.2 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.

- 14.3 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.
- 14.4 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.
- 14.5 Subcontract Limitations.** The Design-Builder’s attention is directed to Standard Specifications for Public Works Construction, Section 2-3, “SUBCONTRACTS” which requires the Design-Builder to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Proposal **non-responsive**.
- 14.6 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.
- 14.7 City Standard Provisions.** This RFP and the subsequent TO are subject to the following standard provisions. See The WHITEBOOK for details.
 - 14.7.1** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 14.7.2** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 14.7.3** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 14.7.4** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 14.7.5** 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.
 - 14.7.6** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 14.7.7** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 14.8 PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively

exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

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

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

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

14.10 Penalties for Violations. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

14.11 Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

14.11.1 For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

- 14.12 Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 14.13 Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 14.14 Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 14.15 Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”
- 14.16 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.
- 14.17 Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
- 14.17.1** A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within

twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

15.0 PHASED FUNDING

15.1 For additional Phased Funding Provisions see Attachment B.

16.0 REQUIRED DOCUMENTS SCHEDULE

16.1 The 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.

16.2 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>

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Price Proposal Form		√
2.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Non-collusion Affidavit to be Executed By Proposer and Submitted with Proposal under 23 USC 112 and PCC 7106		√
3.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Contractors Certification of Pending Actions		√
4.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Equal Benefits Ordinance Certification of Compliance		√
5.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Form AA05 – Design-Build List of Subcontractors		√
6.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN-BUILD FIRMS	Form AA25 - Design-Build Named Equipment/Material Supplier List		√

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
7.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Names of the principal individual owners of the Apparent Low Proposer -		
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 		
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Contract Forms - Agreement		
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Contract Forms – Performance Bonds and Labor and Materialmen’s Bond		
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Certificates of Insurance and Endorsements		
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Contractor Certification - Drug-Free Workplace		
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Contractor Certification - American with Disabilities Act		

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Contractors Standards - Pledge of Compliance		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Phased Funding Schedule Agreement (when required)		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Pre-Award Schedule (Phased Funded Contracts Only)		
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW DESIGN-BUILD FIRM	Form BB05 – Work Force Report		

ATTACHMENTS

ATTACHMENT A
PROJECT DESCRIPTION, SCOPE OF WORK, AND TECHNICAL SPECIFICATIONS
(BRIDGING DOCUMENTS)

ATTACHMENT A

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

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1. Project Description:

1.1. This project includes replacement of approximately 16,000 LF of CI water main of various sizes with new 24" Cement-Mortar Lined and Coated Steel (CMLCS) pipe and 16" PVC. Additionally it has replacement of approximately 14,537 LF of sewer main, relocation of 4,959 LF of sewer main from easement to right of way, re-plumbs (60), abandonment of 1,500 LF of existing sewer main, and construction of 18" RCP storm drain (1,277 LF). The project shall include installation of 3-inch fiber optic conduit 18-inches deep with pull stations in Catalina Boulevard from the reservoir to the standpipe as required by the City.

2. Scope of Work:

2.1. The Work and Services required of the Design-Builder include those during design and construction of the Project. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project.

2.2. The Design-Builder shall be responsible for performing and completing, and for causing all Sub-consultants/Subcontractors to perform and complete the design and construction of the Project as set forth in the Contract Documents.

2.3. The Design-Builder shall provide all Work and Services required by the Contract Documents, including those described as "if required," "if directed," "potential," "optional," "may," or similar adjectives and phrases. This work falls under the appropriate proposal items.

2.4. The Design-Builder covenants that the Services shall meet the performance expectations of the City as described in this Scope. The Design-Builder shall be responsible for achieving Completion of the Project as set forth in the Project Schedule, as the same may be extended from time to time pursuant to the provisions of the Contract.

2.5. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, the local conditions under which the Work is to be performed, and as to the requirements of the Proposal Documents, Plans, and Specifications.

2.6. As the Engineer of Work, the Design-Builder shall refer to the City's preliminary design information for the purpose of preparing a set of Plans and Specifications for the construction.

2.7. The Scope of Work and Services [Scope] shall also include but is not limited to the following:

2.7.1. Conducting investigations, as-built research, and additional design survey services including physical and aerial surveys if needed for the completion of design work;

- 2.7.2. Preparing & completing 30%, 60%, 100%, and Final design drawings. The Design-Builder is solely responsible for the preparation and completion of design plans for construction;
 - 2.7.3. Obtaining plan check approvals; and providing engineering services during construction, startup, and testing;
 - 2.7.4. Construction of water mains and appurtenances including all high-lining, cut and plug and cut ins;
 - 2.7.5. Monitoring for potential of any hazardous materials and coordination with local resource agencies;
 - 2.7.6. Value engineering;
 - 2.7.7. Additional geotechnical investigation and potholing;
 - 2.7.8. Performance and implementation of QA/QC,
 - 2.7.9. Landscaping and re-vegetation plan if required
 - 2.7.10. Traffic control, paving for all streets, storm water permitting and compliance
 - 2.7.11. Caltrans permit acquisition if required
 - 2.7.12. Coordinating with the City Project and Construction Managers and other utility owners/contractors; Coordinate utility relocations with utility owners; and
 - 2.7.13. Scheduling, community outreach and public relations, and preparation of as-built drawings and mylars.
- 2.8. The Design-Builder shall use City Standard Microstation CADD in compliance with Citywide CADD and Drafting Standards 2012 Edition and Consultant Standards for PS&E 2010 EDITION
 - 2.9. The Design-Builder shall use the Primavera Project Management and Scheduling Software or equal. The Design-Builder shall submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project in accordance with Section 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."
 - 2.10. As required by California Government Code Section 830.6, prior to construction the design (including changes) for the Project and/or any portion thereof shall be approved by the Engineer.

3. City Services:

- 3.1.** The City will provide only the services listed in this section. All other services necessary for complete design and construction of the Project shall be provided by Design-Builder.
 - 3.1.1.** Project Management and Administration. The City will respond to Design-Builder's written questions regarding Project definition and scope within 15 Working Days of receipt. See The WHITEBOOK, Chapter 3, Part 1, General Provisions (B), subsection 2-6.7.
 - 3.1.2.** Submittal Review and Approval. The City will review each submittal within 20 Working Days of receipt. See The WHITEBOOK, Chapter 1, Part 1, General Provisions (A), subsection 2-5.3.1.
 - 3.1.3.** Construction inspection, administration, and material testing.
 - 3.1.4.** Construction Survey.
 - 3.1.5.** Plan checking fees.
 - 3.1.6.** One-time orientation on the use of the Public Works Department's GIS and other databases that the City makes available to the Design- Builder.
 - 3.1.7.** Easement Acquisition, including right-of-way drawing.
 - 3.1.8.** Permit fees (not including Caltrans).

4. City Provided Information:

- 4.1.** The City will provide the following information to Design- Builder. The City does not guarantee the accuracy of this information. The Design-Builder shall conduct further research as necessary to verify the information.
 - 4.1.1.** Access to existing topographic maps, San Diego Geographical Information Source (SanGIS) Maps, and electronic files in the possession of the Right-of-Way Design Division. The Design-Builder's expenses for copying will be reimbursed by City unless the copying was performed using City equipment and supplies.
 - 4.1.2.** One time access to the CIP Tracking/SPLASH Database to identify existing and proposed Projects in surrounding areas and limited access, as determined by City, to City's on-line records on, maintenance sites, and recent sewer spills. The Design-Builder shall make arrangements with the Engineer or designee at least 1 week in advance to reserve the computer work station.
 - 4.1.3.** Sample set of construction plans for a typical Project. The Design-Builder shall use the sample as minimum guidelines for the format and contents of Plans.
 - 4.1.4.** City's QA/QC checklists.

4.1.5. Access to Public Works Department's on-line as-built drawings and design survey information where available.

4.1.6. Traffic Control development process.

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

5.1. The Design-Builder shall allocate 20 Working Days for City to review and comment on each submittal and 2 weeks for the Design-Builder to respond and for final Working Days resolution of comments. To log and communicate the review comments, actions, and resolutions efficiently, the City intends to utilize a MS Access database or MS Excel spreadsheet to manage the design submittal comments for 30%, 60%, 100%, and Final Designs. The Design-Builder shall review and respond to City's comments in the format provided by City.

6. Community Input:

6.1. Community input is important. The Design-Builder shall identify major community issues (e.g. access to the public facilities and businesses located within or near the Project area) and shall obtain and address community input. The Design-Builder shall attend at least 2 community presentation meetings of 2-4 hours each (usually scheduled during the early 30% design and prior to start of construction) and during construction as required by the City. The Design-Builder shall also prepare and receive City approval of hand-outs and displays for the community presentations. The Design-Builder shall prepare and implement a community relations plan as discussed later in Community Relations and Public Outreach Program section of this Scope. The Design-Builder shall also receive the Engineer's approval for night and after-hours work.

7. Photo Log and Videotape:

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

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

7.1.2. one copy of each of the still-log photos bound in a three-ring binder; and

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

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

8. Coordination:

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

9. Existing Information:

9.1. The City and the Design-Builder recognize that previous studies, designs and reports such as information provided in the Bridging Documents have developed a preliminary definition of the Project. However, these previous efforts have not resulted in a comprehensive and final Project definition. The Design-Builder shall verify all information provided to it by the City pertaining to the Bridging Documents, conceptual plans, Project Site's description, rights-of-way, easements, surveys, existing utilities, soils, hazardous wastes and geotechnical reports, etc., and shall verify the data and recommendations prior to including them into the Project design. The Design Builder shall perform the engineering tasks necessary to further refine and optimize the Project, utilizing as much previous work as possible, ultimately leading to authorization-to-proceed for Construction with Final Design.

10. Requests for Clarifications or Information:

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

11. Substitutions:

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

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

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

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

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

- 11.3.** The City will not accept a proposed substitution if any one of the following applies:
- 11.3.1.** Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
 - 11.3.2.** Acceptance will delay completion of the Design-Builder's Work or Services or the work or services of other City contractors.
 - 11.3.3.** The Design-Builder does not specifically identify a substitution that appears on a Shop Drawing and/or does not submit a formal substitution request.
- 11.4.** The City will determine in its sole discretion whether the proposed substitute is equal to the specified manufacturer, product, or construction method. If the City determines that a proposed substitute is not equal to that specified, the Design- Builder shall provide the specified manufacturer, product, or construction method at no additional cost to the City or delay to the Project.
- 11.5.** The City will consider only one substitution request for each product.
- 11.6.** The Design-Builder shall submit a separate approved Shop Drawing for any proposed substitution that is accepted by the City. The City's acceptance of a substitution does not relieve the Design-Builder from the requirements for submission of Shop Drawings.

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

- 12.1.** *General* - The design criteria presented herein shall apply to the design and new construction of sewer & water main replacement, site preparation, and restoration as outlined in the Bridging Documents. The Project shall be designed and constructed to provide a minimum service life of 50 years. Construction of the Project shall cause minimum interruptions in existing sewer & water services. Changes to the Pre-design Report recommendations e.g., pre-design alignments, paving, and storm drain protection; and construction methods shall be made only if approved by the City.
- 12.2.** *Design Responsibilities* – The Design-Builder shall provide all Services for the Project. The Services shall include preparing the 30%, 60%, 100% and Final Design plans for the Project [Final Design], including all necessary design and/or Construction Documents. The Services shall also include those required during construction, and Project Completion. The Services shall be performed in accordance with all Applicable Laws and City policies.
- 12.2.1.** The Design-Builder shall provide complete design for all elements of the Project (as applicable) such as: civil, physical and aerial surveys geotechnical, environmental and specialty consulting areas. Design- Builder shall evaluate alternative construction approaches to ensure economical designs which optimize constructability yet meet all requirements of this Contract, including all applicable laws and applicable architectural concepts, and conceptual designs.
 - 12.2.2.** The Design-Builder shall incorporate the requirements of permitting agencies as may become apparent in the course of Project design. The Design-Builder

shall apply for and secure all permits and provide all necessary reports, studies, and support required to obtain the permits. Permit and utility fees, if any, will be paid by the City. In addition, the Design-Builder shall research and comply with all Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA and the City Fire Department. The Design-Builder shall develop an air pollution control plan, a noise abatement plan, (WPCP) Water Pollution Control Plan and a hazardous materials management plan, if required. If required, the Design-Builder shall incorporate appropriate facilities into the design.

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

13. Surveying:

13.1. The Design-Builder understands and agrees that any survey information provided by the City is preliminary in nature and may not have sufficient accuracy or scope to support Final Design. No survey is provided by the City for this project..

13.2. The Design-Builder shall perform all additional physical and aerial surveys as needed to prepare the construction plans and as-built drawings in accordance with the City standards.

13.3. Construction survey will be performed by the City with prior arrangement. The Design-Builder shall coordinate with the Engineer.

14. As-built information:

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

15. Environmental and Permit Support:

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

16. Owner/Governmental Approvals:

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

17. Geotechnical Investigation:

17.1. The Design-Builder shall review any available geotechnical reports and provide the necessary geotechnical investigations and testing required to design and to construct the Project in accordance with the Contract requirements.

18. Corrosion Survey Report:

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

19. Potholing:

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

19.2. The Design-Builder shall provide all services related to the excavation and backfilling of potholes. Pothole excavations shall be in compliance with CAL-OSHA and City safety requirements, and any excavations left open shall be covered with steel plates.

19.3. The Design-Builder shall restore and clean-up all work sites.

19.4. All utility excavations shall be tied to the horizontal and vertical control information provided by City's survey for this Project. The Design-Builder shall provide the City with a summary which shall include:

19.4.1. Utility.

19.4.2. Conduit quantity, type, and size.

- 19.4.3. Depth to top of conduit.
- 19.4.4. Horizontal coordinates (NAD 83).
- 19.4.5. Surface elevation (M.S.L).
- 19.4.6. Top elevation of conduit.
- 19.5. At the completion of examining each pothole, the Design-Builder shall:
 - 19.5.1. Replace the pipe bedding which was removed. Tamp and compact to provide suitable support for the pipe.
 - 19.5.2. Backfill and cover the pipe with native soil.
 - 19.5.3. For those pothole excavations located in the roadway, provide a six to eight inch concrete cap over the pipe.
 - 19.5.4. Repair the street disturbed by the pothole excavation with a thin, Class F asphalt wearing surface feathered into the existing asphalt street surface.
- 19.6. The Design-Builder shall provide construction staging, noise and dust control, and traffic control as required during excavation for potholing to minimize impacts on local neighborhoods.
- 19.7. The Design-Builder shall restore to their in-kind condition, as determined by City, all streets, curbs, gutters, sidewalks, private properties and other improvements damaged as a result of the Design-Builder's activities.
- 19.8. The Design-Builder shall submit potholing information to the Engineer for review.
- 19.9. The Design-Builder shall not perform any additional potholing unless authorized in writing by the City.

20. Review of Contract Documents and Field Conditions:

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

21. Local Conditions:

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

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

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

21.1.3. Weather conditions;

21.1.4. Physical conditions at the Project Site;

21.1.5. The surface conditions of the ground; and

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

22. Access to the Work:

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

23. Supervision:

23.1. The Design-Builder shall supervise and direct the Work in accordance with accepted standards of professional skill and attention. The Design-Builder shall be solely responsible for and have control over design and construction means, methods, techniques, sequences, and procedures. The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections, acceptances, or approvals required or performed by persons other than The Design-Builder. The Design-Builder shall employ a competent superintendent and a necessary assistant who shall be present at the Project Site at all times that Work is being performed. The superintendent shall represent the Design-Builder, and communications given to the superintendent shall be as binding as if given to the Design-Builder.

24. Authorization to Proceed:

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

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

24.1.2. Confirm the next level of design development; and

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

24.1.4. Obtain written authorization to proceed with construction.

25. Design Calculations:

25.1. The Design-Builder shall include design calculations, catalog cuts, computations, telephone and facsimile records, and other similar documents supporting all elements of the Design-Builder's design with the Design-Builder's final signed and stamped calculations. The Design-Builder shall provide catalog cuts and manufacturer's data included with the final Project calculations for each approved material listed in the specifications or identified on the drawings.

26. Plan Checks - at major completion levels, Design:

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

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

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

27. Shop Drawings, Material Submittals and Samples:

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

27.2. The Design-Builder shall determine and verify all of the following prior to procurement:

27.2.1. Field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.

27.2.2. Products with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.

27.2.3. Information relative to the Design-Builder's sole responsibilities in respect of means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

27.3. Prior to approving Shop Drawings, Material Submittals or Samples, the Design-Builder shall review and coordinate each Shop Drawing, Material Submittals or Sample with other Shop Drawings, Material Submittals and Samples, and with the requirements of the Work and Contract Documents.

- 27.4.** The Design-Builder shall carefully review Shop Drawings, Material Submittals and Samples and shall date, sign, and certify each submittal as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated, signed, and certified. The Engineer will require 3 copies of approved submittals prior to procurement for QA/QC purposes and will not accept any submittals which have not been certified by the Design-Builder to be in compliance with the Contract requirements, and will return any non-certified submittals to the Design-Builder. Any delays caused by the Design-Builder's failure to so certify shall be the total responsibility of the Design-Builder.
- 27.5.** With each submittal, the Design-Builder shall give the Engineer separate specific written notice of any variations between the Shop Drawing, Material Submittals or Sample submitted and the requirements of the Contract Documents. Additionally, the Design-Builder shall include a specific notation for City's acceptance of each such variation on each Shop Drawing, Material Submittals and Sample submitted.
- 27.6.** City's acceptance of Shop Drawings, Material Submittals and Samples shall be for the sole purpose of determining whether the Shop Drawings, Material Submittals and Samples will, after installation or incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.
- 27.6.1.** City's acceptance shall not extend to means, methods, techniques, sequences, or procedures of construction, except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents.
- 27.6.2.** City's review and acceptance of a separate item as such shall not indicate approval of the assembly in which the item functions.
- 27.6.3.** City's review of Shop Drawings shall not relieve Design-Builder of the entire responsibility for the correctness of details and dimensions. The Design-Builder shall assume all responsibility and risk for any misfits and/or malfunctions due to any errors in the Design-Builder's submittals. Design-Builder shall be responsible for the dimensions and the design of adequate connections and details.
- 27.7.** City's acceptance of Shop Drawings, Material Submittals or Samples shall not relieve the Design-Builder from responsibility for variations from the requirements of the Contract Documents, unless:
- 27.7.1.** The Design-Builder in writing called attention to each such variation at the time of submission of the Shop Drawing, Material Submittals or Sample; and
- 27.7.2.** City has specifically accepted in writing, either on the Shop Drawing or accompanying the Sample or Material Submittal each such variation.
- 27.8.** The Design-Builder shall be solely responsible for any costs arising from the Design-Builder's failure to submit and/or receive City's acceptance of a Shop Drawing, Material Submittal or Sample as required by the Contract Documents or the City-accepted schedule of Shop Drawings and Sample submissions.

27.9. Shop Drawing Submittal Procedures:

- 27.9.1.** The Design-Builder shall submit 3 copies of each approved Shop Drawing to the Engineer for QA/QC purposes.
- 27.9.2.** The Design-Builder shall use a separate transmittal form for each specific item or class of material or equipment for which a submittal is required. The Design-Builder may use a single transmittal form for multiple items only when the items taken together constitute a manufacturer’s “package” or are so functionally related that expediency indicates review of the group or package as a whole. The Design-Builder shall collate a multiple-page submittal into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.
- 27.9.3.** The Design-Builder shall use a Project-standard transmittal form accepted by the Engineer. The transmittal form shall identify the Design-Builder and include the date of the submittal, the information prescribed by the form, and a unique sequential number in a format approved by the Engineer. If applicable, the Design-Builder shall process transmittal forms to record actions regarding sample installations.
- 27.9.4.** For each submittal and using a label and/or a rubber stamp, the Design-Builder shall include the following information in the same or a substantially similar form:

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

- 27.9.5.** The Engineer will return at least one copy of each submittal with City’s written comments to the Design-Builder within 20 Working Days following receipt of the submittal by the Engineer. If the Design-Builder fails to provide a complete and acceptable first re-submittal, as determined by the Engineer, City may deduct from the Contract Price the costs of City review beyond the first re-submittal.
- 27.9.6.** Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as

the basis for changes to the Contract requirements. City shall not be liable for any costs associated with fabrication or manufacture of an item that occurs prior to City's acceptance of the associated shop drawing submittal.

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

27.9.8. Submittal Format for Shop Drawings:

1. For Shop Drawings presented on sheets larger than 11 by 17 inches, the Design-Builder shall include on each drawing the drawing title, number, date, and revision numbers and dates.
2. For Shop Drawings presented on sheets 11 by 17 inches or less, the Design-Builder shall conform to the format and quantity requirements for product data, and present the Shop Drawings as a part of the bound volume for the submittals required by this Section.
3. Except for diagrams and schematic drawings, Design- Builder shall prepare dimensioned drawings to scale. The Design-Builder shall identify materials and products for work shown.
4. The Design-Builder's Shop Drawings shall be not less than 8½ by 11 inches nor more than 30 by 42 inches.
5. The Design-Builder shall submit detailed drawings and descriptions of proposed deviations from details or component arrangement indicated on the Shop Drawings.
6. The Design-Builder shall provide finished drawings for City review indicating proposed installation of Work, and materials and equipment being furnished.
7. City will not accept Shop Drawings that are either:
 - i) Copies of plans; or
 - ii) Materials or equipment identified solely by catalog numbers.
8. To enable City's acceptance, the Design-Builder shall ensure that the data shown on Shop Drawings is complete with respect to dimensions, design criteria, material of construction, and other detail. Incomplete submittals will be rejected.

27.9.9. Submittal Format for Product Data:

1. The Design-Builder shall present product data submittals for each specification section as a complete, bound volume, including a table of contents that lists page and catalog item numbers for product data.
2. The Design-Builder shall clearly indicate each product that is being proposed for use by inserting a stamped arrow, cloud, or other prominent notation that identifies the pertinent specification section

and paragraph numbers. City will reject product data submittals that are not clearly marked.

3. If product data satisfying submittal requirements does not exist, the Design-Builder shall create and submit to City the required product data, including a notation that the product data was created specifically for the Project.
4. The Design-Builder shall furnish to City catalog data that describes in detail the products being furnished and enables the Engineer to determine that the products submitted conform to the requirements of the Contract Documents.
5. If more than one style, size, capacity, etc. of a product appears on a sheet, the Design-Builder shall clearly indicate exactly which product type is being submitted for approval. City will reject any submittal that fails to conform with this requirement
6. The Design-Builder shall ensure that the catalog data identifies the manufacturer of the product.

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

27.9.11. If The Design-Builder receives the prior written approval of the Engineer, the Design-Builder may submit Shop Drawings and Samples during the design process beginning at the 60 percent design level. The Design-Builder shall request such early submittal by submitting a RFI. The Design-Builder shall conform to all other requirements and procedures regarding Shop Drawings and Samples.

28. Design Development:

28.1. The Design-Builder shall design the Project in compliance with all applicable laws, City and other local, state, and federal standards, and applicable industry standards and codes, including but not limited to those specifically set forth in the Contract Documents, the Municipal Sewer Approved Materials List, City noise and air pollution emissions regulations, applicable hazardous material handling and disposal regulations, the City's policies, and all other Reference Specifications approved by City at the time of Award.

28.2. The Design-Builder shall prepare and submit design packages for review and acceptance by City in accordance with City's guidelines and the Project Schedule. The Design-Builder's use of City's guidelines shall not reduce, change, mitigate, or absolve the Design-Builder's responsibility for the Project design in any way. The Design-Builder's acts of stamping and signing the drawings, specifications, calculations, or other final design documents shall mean that the Design-Builder understands, accepts, and approves all measures contained in or implied by City's guidelines.

- 28.3.** The Design-Builder shall use the Bridging Documents as the starting point for Project design. The Final Design shall be based on the concepts in these documents. The Design-Builder shall review the Bridging Documents and verify the data and recommendations (i.e., proposed alignments and conceptual plans) prior to including them in the Project design. The Design-Builder shall perform the engineering tasks necessary to refine and optimize the Project, including but not limited to reevaluation and necessary modification of questionable/pending proposed alignments contained in the Bridging Documents.
- 28.4.** The Design-Builder shall submit the Final Design documents to the Engineer. In addition to the deliverables specified in subsection 39.7 the Final Design documents shall also include but not be limited to:
- 28.4.1.** One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and signed by qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by the Design-Builder.
 - 28.4.2.** Two complete electronic file sets of all final drawings on CD-Rewritable (RW) recordable disks in Bentley MicroStation Version V8 SE format.
 - 28.4.3.** One, 8½-inch by 11-inch, final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.
 - 28.4.4.** Two complete electronic file sets of the final specifications in MS Word processing software format.
 - 28.4.5.** One complete set of engineering calculations and quantity take-offs, including hydraulic, calculations, each stamped and signed by qualified responsible engineers registered in the state of California. All elements of the Final Design presented shall be supported by calculations. All computer programs used in development of Project calculations shall be Windows compatible. Catalog cuts and manufacturer's data shall be provided for each approved material listed in the specifications or identified on the drawings, and shall be included with the final Project calculations.
 - 28.4.6.** A written list of required Shop Drawings (construction submittals) and Samples and an electronic file of the list on a recordable CD-RW in the latest version of MS Word processing software.
 - 28.4.7.** Other reports and documents as may be required by City.
- 28.5.** Procedures and time allowances for City's review of the design submittal, response by the Design-Builder to City's comments, and obtaining City's authorization to proceed to the next level of design shall be as stated in this Scope and the Project Schedule.

- 28.6.** In coordination with Traffic Section of Field Engineering Division , the Design-Builder shall develop a traffic control plan and local access management plan that minimizes environmental and traffic impacts, including noise impacts, to residences, businesses, and institutions. The final traffic control plan must be approved by City’s Traffic Section of Field Engineering Division. The Design-Builder shall maintain an appropriate level of access and site security at all Project facilities to avoid significant impacts to the public. In addition, the Design Builder must indentify at least one way to ensure traffic disruption will be minimized on Catalina Blvd and Talbot St. The focus should include methods that do not prolong the construction of the project and an understanding of traffic patterns in the area.
- 28.6.1.** After the alignment of a Project is finalized, the Design-Builder shall meet with the Traffic Plan Check Supervisor to determine which sections of the roadway, if any, will require formal traffic control plans and which sections can be adequately addressed using shop drawings developed by the Design-Builder prior to construction.
- 28.6.2.** The Design-Builder shall prepare a preliminary traffic control approach for City’s review and approval prior to preparation of traffic control plans.
- 28.6.3.** The Design-Builder shall complete and update a Traffic Control Plan Information Sheet available from the City.
- 28.6.4.** The Design-Builder shall include Typical Cross Sections on traffic control plans identifying the construction work areas if required by Traffic Engineering.
- 28.6.5.** The Design-Builder shall address and include in the traffic control plans and specifications coordination of traffic control among adjacent Projects during construction.
- 28.6.6.** The Design-Builder shall obtain approval for traffic control plans.
- 28.7.** The Design-Builder shall provide designs for the relocation of public or private utilities which must be constructed or relocated as a result of the Project.
- 28.8.** The Design-Builder’s design shall comply with the ADA and Title 24. The Design-Builder shall complete and submit an ADA Compliance Review Checklist available from the City.
- 28.9.** The Design-Builder shall prepare and incorporate into the specifications, a Storm Water Pollution Plan (SWPPP) to be implemented during construction. The SWPPP shall comply with the California Regional Water Quality Control Board Statewide General Construction Storm Water permit current requirements.
- 28.10.** The Design-Builder shall prepare a construction quantity takeoff at 60%, 100% and Final submittals.

28.11. The Design-Builder shall revise plans and specifications to incorporate comments received from the City, City-wide plan check and from the permitting agencies.

29. Design Submittals:

29.1. General: The Design-Builder shall ensure that all design submittals conform to the requirements described in this Section. City will reject any submittal that fails to meet the requirements described in this Scope and elsewhere in the Contract. City shall not grant a schedule adjustment for the Design-Builder's failure to meet these requirements. In each submittal the Design-Builder shall identify any variances from the Contract Documents. City may reject any design submittal for the Design-Builder's failure to identify variances, regardless of the timing of the discovery of the failure. The Design-Builder shall respond in writing to all City comments on each design submittal within 10 Working Days of the date of transmittal of the comments. The Design-Builder shall submit a completed QA/QC checklist at each design submittal.

29.2. 30 percent design Submittal - The 30% design submittal shall include but not be limited to:

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

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

29.2.3. Reviewed preliminary calculations and hydraulic calculations.

29.2.4. Drawings that shall include at a minimum:

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

- 29.3.** 60 percent design Submittal - The 60 percent design submittal shall include but not be limited to:
- 29.3.1.** Designs for construction of new facilities and for refurbishment and demolition of existing facilities.
 - 29.3.2.** Updated and incorporated information and comments from the 30 percent design submittal.
 - 29.3.3.** Completed and reviewed calculations, hydraulic calculations, calculations for horizontal and vertical control for pipeline alignment, and backfill and bedding design.
 - 29.3.4.** Location of construction staging areas (if applicable).
 - 29.3.5.** A written list of permits required for the Project, identifying all permitting agencies and authorities having jurisdiction.
- 29.4.** Drawings that shall include at a minimum:
- 29.4.1.** Updated plan and profile sheets for the sewer and water improvements, and construction details and notes.
 - 29.4.2.** Identification of both special and standard details.
 - 29.4.3.** A complete list of construction drawings on cover sheet.
 - 29.4.4.** Definition of the construction method to be used for pipe installation.
 - 29.4.5.** A complete site plan including construction lay down areas, site grading, and erosion control, if applicable.
 - 29.4.6.** Other drawings such as paving, curb ramps, abandonment plans and traffic control plans as applicable.
 - 29.4.7.** Erosion control plan, storm water pollution prevention BMP's, landscaping plan, and habitat restoration, success criteria, long term maintenance, and conformance to the Multiple Habitat Planning Area land use adjacency guidelines as applicable.
 - 29.4.8.** List of special conditions, if any.
 - 29.4.9.** Quantity take-off per plan sheet.
 - 29.4.10.** A complete draft of specifications in The GREENBOOK format including:
 - 1. Table of contents.
 - 2. The Design-Build Special Provisions.

- 29.5.** 100 percent design Submittal - The 100 percent design submittal shall include but not be limited to:
- 29.5.1.** Designs for construction of new facilities, and refurbishment and demolition of existing facilities.
 - 29.5.2.** Updated and incorporated information and comments from the 60 percent design submittal.
 - 29.5.3.** Completed, reviewed, and bound calculations and hydraulic calculations.
 - 29.5.4.** Updates to geotechnical report, if any.
 - 29.5.5.** Permit applications as necessary.
 - 29.5.6.** Completed specifications in Green-book format.
 - 29.5.7.** Quantity take-off.
 - 29.5.8.** Drawings in all disciplines, including final and traffic control Plans approved by City, if any.
 - 29.5.9.** A current written list of permits including environmental permits and revised MND required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
- 29.6. Final Design Submittal** - The Design-Builder shall submit a pre-Final Design to the Engineer, which shall include but not be limited to:
- 29.6.1.** Updated and incorporated information and comments from the 100 percent design Submittal.
 - 29.6.2.** Comments from permitting agencies, including a log of comments and responses.
 - 29.6.3.** A current written list of permits including environmental permits and revised MND required for the Project, identifying all permitting agencies and authorities having jurisdiction, and status and copies of permit approvals.
 - 29.6.4.** City will review the Pre-Final Design and return comments to the Design-Builder. The Design-Builder shall, within 20 Working Days of receipt of City's comments, submit a Final (100%) Design to the Engineer, which shall include but not be limited to:
 - 1. Updated and incorporated comments from the Pre-Final Design Submittal.
 - 2. Final drawings and calculations must be stamped and signed by a professional engineer. Also, the City requires the original signed mylars be held in City files as legal records of the Project.

- 29.6.5.** Final design drawings for construction of new facilities, and refurbishment and demolition of existing facilities.

29.7. Design Submittal Deliverables:

- 29.7.1.** The Design City Engineer in the form of 6 copies of the specifications, 6 sets of half sized (11-inch x 17-inch) drawing prints, and 14 sets of full sized (24-inch x 36-inch) drawing prints.

1. Drawing format shall conform to the City of San Diego CADD Standards and City provided "T" files. The standard scales are 1"=40' for plans and 1"=4' for profiles.
2. Drawings shall show all existing topographic and utility information and the horizontal alignment of proposed pipeline improvements.

- 29.7.2.** The Design-Builder shall deliver the pre-Final Design to the Engineer in the form of 6 copies of the specifications and 14 sets of half sized (11-inch x 17-inch) drawing prints.

- 29.7.3.** The Design-Builder shall submit all drawings in Bentley MicroStation V8 SE format per City's CADD Standards. The Design-Builder shall attend a coordination/orientation meeting with City's E&CP CADD specialist to review and discuss City's CADD standards. The Engineer will arrange for the meeting upon The Design-Builder's request. The Design-Builder shall also submit the Electronic In-Roads ALG file. The Design-Builder shall number proposed alignment points on plan views using the automated process through In-Roads Software. The Design- Builder shall also generate the Horizontal Alignment Coordinate Index report through In-Roads and place it on the last sheet of the drawings.

- 29.7.4.** The Design-Builder shall submit the Final Design documents to the Engineer, which shall include but not be limited to:

1. One complete set of full sized (24-inch x 36-inch) original mylar final drawing plots, each stamped and signed by The Design-Builder's qualified responsible engineers registered in the state of California. Applicable portions of the drawing title blocks shall also be signed by The Design-Builder.
2. Six, 8½-inch by 11-inch copies of the final specifications, including all charts, graphs, tables, data sheets, and similar inserts required for a complete and approved copy suitable for Xerox reproduction.
3. Two complete electronic file sets of the final specifications.
4. Two complete electronic file sets of the final drawings on CD-RW.
5. Six complete and approved 8½-inch by 11-inch copies of the final construction cost estimate.

6. Two complete electronic files of the final construction quantity takeoffs and cost estimate.
7. Six complete sets of engineering calculations, including hydraulic, mechanical, electrical, and structural calculations, each stamped and signed by the Design-Builder's qualified responsible engineers registered in the state of California. The Design-Builder shall support all elements of the design presented by calculations the Design-Builder shall use only Windows compatible computer programs for Project calculations.
8. Other documents as required elsewhere in this Scope or required by the Engineer.
9. The Design-Builder shall use the following table as a minimum guide for preparation of the design drawings:

30% Submittal	
Title Block:	Drawing Number Title WBS Number
General:	North Arrow Scale
Existing Plan:	Ownership Lines Water Services and appurtenances Sewer Laterals and appurtenances Electric Lines, Boxes and Services Telco Lines, Boxes and Services Street Center Line Fire Services Lot Lines Right of Way Lines Street Names Stationing Trolley Tracks

30% Submittal	
Existing Profile:	Existing Water Mains Horizontal and Vertical Scale Elevation Scales Existing Grades / Existing Pavement Existing Utility Crossings with Elevations Street Names
60% Submittal	
Title Block:	Street Names and Limits
General:	Cover Sheet – Limits of Work
Proposed Plan:	Dimensioning Addresses Stationing Plugs and Dead End Details Pipe Sizes and Lengths Sewer Laterals Manholes
Proposed Profile:	Stationing Pipe Size and Lengths
Sewer:	Manhole with Inverts
Final Submittal (100%)	
Title Block:	Lambert Coordinates Designer's / Drafter's Name Number of Street
General:	Street Name (RT Margin) Proposed Pipe Data Table Proposed Coordinate Table Construction Notes Details Reference Data Retirement Data
Proposed Plan:	Special Plan Notes Subdivision Name Subdivision Map Number Block Numbers Street Closures

	Caution Call-outs Split-Property
Final Submittal (100%)	
Proposed Profile:	Special Profile Notes Traffic Control Plans
Additional Sheets	Applicable to 30%, 60% and Final (100%) Resurfacing Alignment Sheet BMP, Storm Drain Inlet Protection Plan Curb Ramp Sheet(s) Abandonment Plan Miscellaneous Details

29.8. The Design-Builder shall use MS Word format for all word processing.

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

30. Community Relations and Public Outreach Program:

30.1. The Design-Builder shall provide the necessary public information and outreach program for the Project. This program shall have a Public Information Officer (PIO) who will serve as the community liaison. Refer to The WHITEBOOK, section 7-16. The PIO shall work closely with the Project Implementation Division’s PIO section in the implementation of the public information and outreach program standards.

30.2. The Design-Builder shall identify, within 10 Working Days of NTP, a specific professional designated to be a full-time public information liaison for the design build team, who shall work cooperatively with, and provide assistance to, the City’s team. The Design-Builder shall be available to respond to questions from the community as needed for the duration of the Project, and shall participate in related public meetings. The Design-Builder shall prepare and provide presentation materials to explain the Project at community meetings and presentations.

30.3. The Design-Builder shall prepare a complete Community Relations Plan. The Community Relations Plan shall be developed in coordination with the City and presented to the City for review within 30 Working Days of Notice to Proceed. If modifications are required, the City will notify and advise the Design-Builder.

30.4. The Key stakeholders are identified as the public, the City of San Diego, the Navy, and the Peninsula Community Planning Group.

30.5. The Community Relations Plan shall include the following scope and services but not limited to:

30.5.1. A method for conveying Project information to the public. Provide residents with update Project information and background information about the Project. Information shall be updated weekly, bi-weekly, monthly, or quarterly.

- 30.5.2. A method for construction notification in advance of the start of work.
- 30.5.3. Attendance and presentation of Project update before and during construction of Projects at community and stakeholder Meetings. Prepare presentation materials in coordination with the City.
- 30.5.4. Develop written list of follow-up information requested from the community.
- 30.5.5. Respond to telephone calls and e-mails. Standard telephone service and e-mail responses. Record calls and e-mails on electronic tracking form.
- 30.5.6. E-mail record of call information to The Design-Builder/Project Team. E-mail updates to stakeholders, Community Groups, City Council and other interested parties.
- 30.5.7. Create and maintain online Project webpage and newsletters. The Project webpage shall be updated monthly with the latest project progress, including traffic control setup.
- 30.5.8. Write, edit, update and/or produce brochures, pamphlets and news releases.
- 30.5.9. Attend progress meeting and provide status of community relations activities.
- 30.5.10. The plan shall also include a listing of businesses, schools, and major facilities along the alignment which are expected to be impacted by the construction, and proposed mitigation measures to lessen construction impacts.
- 30.5.11. The plan shall specifically identify the lines of communication within the Design-Builder Team, between the Design-Builder Team and the City and between the Design Builder's public information liaison and the City. The Design-Builder shall be responsible for ensuring that the information to be provided to the public is consistent, updated and accurate.

31. Quality Assurance and Control:

- 31.1. The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control. The minimum acceptable quality assurance and quality control plan is described in the Quality Assurance/Quality Control Plan Guidelines, attached hereto and incorporated herein as Attachment A, section 32 – Quality Assurance / Quality Control Guidelines.
 - 31.1.1. Design QA/QC - The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control [QA/QC] during design.
 - 31.1.2. Checklists - As part of the QA/QC Plan, The Design-Builder shall use the City-provided checklists and attach the checklists to the plans and specifications.

- 31.1.3. Final Design - The Design-Builder shall submit QA/QC records for the final specifications and drawings to verify coordination within the engineering discipline, between engineering disciplines, between the final specifications and drawings, and to verify consistency with existing City Projects.
- 31.1.4. Construction QA/QC - The Design-Builder shall be completely and solely responsible for Project QA/QC during construction.

32. Quality Assurance / Quality Control Guidelines:

32.1. General

- 32.1.1. The Design-Builder shall be completely and solely responsible for Project quality assurance and quality control, both during design and during construction. This Attachment outlines the minimum requirements for an acceptable quality assurance and quality control plan [QA/QC Plan]. The cost for the Design-Builder's QA/QC Plan and its implementation shall be included in the Design-Builder's Proposal.
- 32.1.2. The Design-Builder shall assign a QA/QC supervisor to ensure that all Work is performed in accordance with the Contract Documents, plans, specifications, manufacturers' instructions, Applicable Laws, and to acceptable industry standards.
- 32.1.3. The Engineer will monitor the Design-Builder's Work and Services and provide independent reviews as set forth in the Contract Documents. If City's review or inspection uncovers Work or Services that do not conform to the Contract Documents or Applicable laws, City may reject that Work and/or Services and The Design-Builder shall replace or correct any deficiency at no additional cost to City.
- 32.1.4. The concept of quality has evolved from conformance with specifications to meeting Owner requirements. The Design-Builder quality assurance and control has advanced from checking deliverables to multiple reviews, evaluations, inspections, and tests, concurrent with the Public Works Department reviews, oversight inspections, witnessing of tests, and similar quality assurance activities. Ultimately, the Design-Builder shall provide a facility that meets the requirements described in the Contract Documents.
- 32.1.5. The Design-Builder shall respond to any QA/QC review comments by ensuring that the Design-Builder's staff considers the comments and notes the actions to be taken. The Design-Builder shall submit copies of the responses to the Engineer to indicate that the QA/QC review is complete and that the reviewers concur with the response.
- 32.1.6. If The Design-Builder detects any impending deviations from the Scope, Project Schedule, or Project budget, the Design-Builder shall take appropriate action to correct such deviations or to obtain written approval from the Engineer if deviations cannot be avoided.

32.1.7. The Design-Builder shall implement its QA/QC Plan that was submitted to City with The Design-Builder's RFP together with any revisions required by City, all of which are incorporated herein by this reference as though fully set forth herein.

32.2. QA/QC During Design

32.2.1. This Section describes the mandatory QA/QC Plan philosophies and procedures that the Design-Builder shall follow during design of the Project.

32.2.2. The Design-Builder is the engineer of record. City's review of Design-Builder's approved submittals is for the sole purpose of determining whether the submittals conform to the requirements of the Contract and to the Bridging Documents.

32.2.3. The Design-Builder shall include in its Proposal all costs necessary to meet this requirement.

32.2.4. The following quality objectives apply to the Project design:

1. The Design-Builder shall design the Project facilities to meet the scope and objectives set forth in the Bridging Documents, which describe the Project facilities in moderate detail (layout, functions, etc.), thereby establishing the design requirements. The Design-Builder shall design the Project facilities to conform to these requirements except as modified by changes approved by City during design.
2. The Design-Builder shall design the Project facilities to conform to the requirements of the Contract Documents.
3. The Design-Builder shall prepare the Construction Documents to the standards of best engineering practice for clarity, uniformity, accuracy, and completeness.
4. The Design-Builder shall emphasize quality in the design and construction of the Project.

32.3. QA/QC Plan:

32.3.1. Responsibilities: The Design-Builder shall ensure that all members of the Design-Builder's Project team (i.e., preparer, reviewer, checker, and approver) understand their responsibility for quality design.

32.3.2. Design QA/QC Plan: The Design-Builder shall ensure that the design component of its QA/QC Plan includes a specific comprehensive approach to Project QA/QC Plan activities and requires documentation of the actual QA/QC Plan effort and related activities.

32.3.3. Design Review: The Design-Builder shall address all plan check comments received from the City and implement its QA/QC plan prior to re-

submittals to the City for review. The Design-Builder shall submit documentation of the QA/QC efforts and related activities as discussed in item E Review and Comment Form, below.

32.3.4. Implementation: The Design-Builder shall be solely responsible for quality reviews and approval of its design work, and shall ensure that all design work is thoroughly checked, reviewed, and approved by qualified, experienced, knowledgeable personnel who were not involved in the original design work. The Design-Builder shall provide the following types of QA/QC design reviews:

32.3.5. Calculations:

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

32.3.6. The Design-Builder's Interdisciplinary Progress Reviews: The Design-Builder shall ensure that interdisciplinary progress reviews are held at the 30%, 60%, 100%, Final Design phases and as specified in this RFP, and that the reviews include all completed calculations, drawings, and specifications. The level of detail expected for each discipline at each completion level is defined in this RFP. The Design-Builder shall ensure that all comments receive an agreed upon response and are recorded on The Design-Builder's Review and Comment Form (described in section 32.3.8 below). Design problems may arise from inconsistencies between disciplines. The Design-Builder shall assign one or more qualified engineers to perform detailed interdisciplinary reviews to ensure consistency between disciplines, and between drawings and the specifications.

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

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

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

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

32.4. QA/QC During Construction

32.4.1. The Design-Builder shall ensure that all Work meets the quality required by the Contract Documents and shall perform the QA/QC efforts necessary to ensure those requirements are met. City's inspection of any Work will not relieve the Design-Builder of the primary responsibility for quality assurance and quality control.

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

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

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

32.4.4. Factory Inspections and Tests:

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

32.4.5. Sampling and Testing:

1. Unless specifically provided otherwise in the Contract Documents, the Design-Builder shall conduct all sampling and testing in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the material, product, or equipment being considered. However, City may accept any other generally-accepted system of sampling and testing that will ensure that the quality of the material, product, or equipment complies with the requirements of the Contract Documents. The Design-Builder shall obtain a Change Order from the Engineer prior to using any other generally-accepted system of sampling and testing.
2. Any waiver by City of any specific testing or other QA/QC Plan measures shall not be binding on City except when formalized by a fully executed Change Order, regardless of whether the waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other QA/QC requirements as originally specified, and of whether the guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work.
3. The City may inspect and make independent investigations and tests of the Work. The Design-Builder agrees that if any portion of the Work fails to meet any of the requirements of the Contract

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

32.4.6. Inspection and Testing Laboratory Service:

1. The City may require that Work located in the City right-of-way be tested by the City's testing laboratory. The Design-Builder shall coordinate with the Engineer to cause such tests to be performed.
2. Inspections, testing, and other services that are to be performed by the City, whether specified in the Contract Documents or required by the Engineer, will be performed by City's testing laboratory. The cost of these services will be paid for by City.
3. City's testing laboratory will submit reports in duplicate to the Engineer. The reports will document observations, results of tests, and compliance or non-compliance with the Contract Documents.
4. The Design-Builder shall cooperate with the Engineer and City's Testing Laboratory by furnishing samples of materials, concrete design mix, equipment, tools, and storage, and by providing other assistance as requested by City.
5. The Design-Builder shall notify the Engineer 48 hours prior to commencement of Work requiring inspection and laboratory testing services.
6. The Engineer will direct that any retesting required because of non-conformance to the Contract Documents be performed by the laboratory that performed the original test. Design- Builder shall bear all costs from any such retesting at no additional cost to City.
7. The Design-Builder shall be responsible for all tests required by the specifications or referenced codes and standards, unless specifically noted otherwise in the Contract Documents.

32.4.7. Special Inspection:

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

32.4.8. Installation:

1. Inspection: The Design-Builder shall inspect materials and/or equipment upon their arrival at the Project Site and immediately prior to installation. The Design-Builder shall reject damaged and defective materials and/or equipment. The Design-Builder's inspection shall include:

- i) A review of the Contract requirements;
 - ii) Verification that all materials and/or equipment have been tested, submitted, and approved;
 - iii) Examination of the Work area to ascertain that all preliminary Work has been completed;
 - iv) A physical examination of materials and/or equipment to ensure that they conform to the Design-Builder approved and City-accepted Shop Drawings or other submittal data;
 - v) Instruction as necessary to ensure that Design-Builder's workers understand the requirements of the Contract as they pertain to the materials and/or equipment;
 - vi) An examination of the quality of workmanship; and
 - vii) A review of control testing for compliance with the Contract requirements.
2. Measurements: The Design-Builder shall verify measurements and dimensions of the Work as an integral step of starting each installation. The Design-Builder shall be solely responsible for proper fit up and connection of components.
 3. Special Procedures: The Design-Builder shall provide methods and facilities to ensure conformance with requirements for special process specifications such as nondestructive testing of materials. The Design-Builder shall maintain certifications for personnel, procedures, and equipment as necessary to meet the requirements of the Contract Documents and all Applicable laws.
 4. Manufacturer's Instructions: The Design-Builder shall comply with applicable manufacturer's instructions and recommendations for installation, if those instructions and recommendations are more explicit and/or more stringent than the requirements of the Contract Documents.
 5. Storage and care: If not immediately installed, the Design-Builder shall store and care for all materials and/or equipment delivered to the Project Site according to the manufacturer's recommendations.

32.4.9. Manufacturer's Field Installation Services and Reports:

1. When required by the specifications, the Design-Builder shall cause material or product suppliers or manufacturers to provide qualified personnel to:
 - a) Observe and evaluate:
 - (i) Project Site conditions;

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

32.4.10. Sample City QA/QC Checklists:

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

33. Noise Abatement and Control:

- 33.1. The Design-Builder shall comply with San Diego Municipal Code, Noise Abatement and Control (Sections 59.5.0401, Sound Level Limits, and 59.5.0404, Construction Noise), and the County of San Diego Code of Regulatory Ordinances, Noise Abatement and Control. In the event of conflict, the most stringent requirement shall apply.
- 33.2. Noise levels generated by construction activity shall not exceed an average of 75 decibels at the residential property line between the hours of 8:30 a.m. to 3:30 p.m. each Working Day. The Design-Builder shall obtain a Noise Permit to conduct work activities taking place before 7:00 AM or after 7:00 PM, each Working Day, or any time on days other than Working Days.
- 33.3. If the Design-Builder desires to conduct Work activities during times when a Noise Permit is required, the Design-Builder shall obtain prior written authorization from the Engineer not less than 48 hours in advance, and shall apply for, obtain, and pay for the Noise Permit at no additional cost to City.

34. Project Meetings:

- 34.1. Progress Meetings – Design Phase - The Design-Builder shall schedule and hold regular progress meetings at least monthly and at other times as requested by the Engineer. Prior to a progress meeting, the Design-Builder shall submit its progress

meeting format to the Engineer for review and acceptance. The Design-Builder shall also submit to the Engineer for review and acceptance:

- i) A meeting agenda prior to each meeting; and
- ii) Minutes of each meeting prior to the next meeting.

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

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

- i) A meeting agenda prior to each meeting; and
- ii) Minutes of each meeting prior to the next meeting.

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

- 34.3.** Public Meetings - During the course of the Project, a minimum of 2 of the Design-Builder's key personnel and the Engineer shall attend community meetings as part of the Design-Builder's community outreach program. Typically, these meetings are scheduled for two to four hours on weekday evenings. At a minimum, 1 meeting will be scheduled at 30 percent design review and the other just prior to construction. The Engineer may direct the Design-Builder to attend other meetings at no additional cost.
- 34.4.** Other Meetings - From time to time during the Project, the Engineer may direct the Design-Builder to attend other meetings. These may include but are not limited to meetings with environmental or regulatory agencies, Water Operations, utility companies, the Navy, and other City divisions or departments. These meetings shall be done at no additional cost.
- 34.5.** The Design-Builder shall prepare and submit typical meeting minutes of all meetings including a list of attendees, contact information, proceedings, and all pertinent information.

35. Red-lines:

- 35.1.** The Design-Builder shall be responsible for Red-lines.
- 35.2.** Prior to final completion, The Design-Builder shall prepare and submit one complete set of full sized (24-inch x 36-inch) original mylar final As-Built Drawing CADD

plots in accordance with the City's CADD Guideline. Each CADD mylar drawing sheet shall be stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by the Design-Builder. Drawing mylar shall be 3 mils minimum thickness.

35.3. Prior to Final Completion, the Design-Builder shall also submit:

35.3.1. Five complete full-sized sets of blueprint or copies of the final As-Built's.

35.3.2. Two complete electronic file sets of the final As-Built's on CDs (typical) prepared in the V8 version of Bentley MicroStation Version SE CADD software in accordance with City's CADD Guideline.

36. Record Keeping:

36.1. The Design-Builder shall maintain in a safe place at the Project Site a copy of construction documents (including field test records, correspondence, daily reports, and written interpretations and clarifications), Shop Drawings, Product Data, and Samples in good order. Field Documents, Shop Drawings, Product Data, Samples, and similar submittals are not part of the Contract Documents. The purpose of these documents is to demonstrate construction conformance to the Contract Documents, and the City shall have the right to inspect, audit, review, and copy these documents at any reasonable time.

36.2. The Design-Builder shall not have the authority to approve a Sample or other submittal that is not in strict conformance with the Contract Documents or the accepted final design, unless City has accepted the substitute. No Work requiring a submittal or sample submission shall commence until the submission has been approved by the Design-Builder. A copy of each approved submittal and each approved sample shall be kept in order by the Design-Builder at the Project Site.

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

36.4. The Design-Builder shall not be relieved of responsibility for any deviations from the requirements of the Contract Documents by City's acceptance of Shop Drawings, Product Data, Samples, or similar submittals unless the Design-Builder has specifically informed City of such deviation at the time of the submittal and City has accepted the specific deviation in writing. The Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by City's acceptance thereof. At the time of each submission, the Design-Builder shall, in writing, specifically identify deviations that the submittals or Samples may have from the requirements of the Contract Documents.

37. Required Test/Material Certificates:

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

38. Traffic Control:

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

39. Reference Standards:

39.1. 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
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings – Standard Drawing 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		

40. Design Guidelines:

40.1. Americans with Disabilities Act (ADA) I Americans with Disabilities Act Accessibility Guidelines (ADAAG)

40.2. American Water Works Association (AWWA)

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

- 40.4.** California Code of Regulations, Title 24
- 40.5.** City of San Diego Approved Materials List (AML) as approved by the Water (<http://www.sandiego.gov/water/cip/guidelines.shtml>) and Metropolitan Wastewater Departments (<http://www.sandiego.gov/mwwd/business/sewer.shtml>)
- 40.6.** Citywide CADD and Drafting Standards 2012 Edition
<http://www.sandiego.gov/publicworks/edocref/drawings.shtml>
- 40.7.** Consultant Standards for PS&E 2010 EDITION
<http://www.sandiego.gov/publicworks/edocref/drawings.shtml>
- 40.8.** City of San Diego Landscape Technical Manual
- 40.9.** City of San Diego's Manual of Preparation of Land Development and Public Improvement plans

<http://www.sandiego.gov/development-services/industry/landdevcode/landdevmanual.shtml>
- 40.10.** City of San Diego Street Design Manual,
<http://www.sandiego.gov/publicworks/pdf/edocref/streetdesignmanual02.pdf>
- 40.11.** City of San Diego Technical Guidelines for Geotechnical Reports,
<http://www.sandiego.gov/development-services/pdf/industry/geoguidelines.pdf>
- 40.12.** City of San Diego, Water Department Guidelines and Standards Books 1 through 7
<http://www.sandiego.gov/water/cip/guidelines.shtml>
- 40.13.** County of San Diego Code of Regulations
- 40.14.** National Electric Code (NBC) as adopted by the City of San Diego*
- 40.15.** State of California Health and Safety Code
- 40.16.** Uniform Fire Code (UFC) as adopted by the City of San Diego*
- 40.17.** Uniform Mechanical Code (UMC) as adopted by the City of San Diego*
- 40.18.** Uniform Plumbing Code (UPC) as adopted by the City of San Diego*
- 40.19.** Construction Planning & Scheduling Manual by AGC of America
- 40.20.** The National Environmental Policy Act (NEPA) and other development standards contained in the San Diego Municipal Code (SDMC) and other State and Federal regulatory documents
- 40.21.** City of San Diego Municipal Code;

<http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni.shtml>

40.22. State Historic Preservation Act

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

41. Bridging Documents:

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

<ftp://ftp.sannet.gov/OUT/Catalina%20MACC/Bridging%20Documents/>

1. General\Design Build Location Map (11-20-2014).pdf
2. General\Sample Progress Map.pdf
3. Catalina Standpipe Plans\Catalina SP- 100% Design-Signed 11-15-13.pdf
4. Catalina Standpipe Plans\Catalina_SP_Shop_Dwgs-_STAMPED.pdf
5. Fiber Optic\City Conduit Extract.pdf
6. Fiber Optic\City Fiber and Pipeline Guidelines.pdf
7. Fiber Optic\East Pipeline Route Images.pdf
8. Fiber Optic\Outdoor Fiber Optic Guidelines.pdf
9. Fiber Optic\SANDAG Fiber Specs.pdf
10. Fiber Optic\West Pipeline Route Images.pdf
11. Fiber Optic\Pull Box #6 details.pdf
12. Fiber Optic\Catalina Blvd Fiber Main Guideline and Location List.pdf
13. Fiber Optic\Pull Box #6.pdf
14. Fiber Optic\Harbor Drive plans\Harbor Dr Fiber conduit_detail.pdf
15. Fiber Optic\Harbor Drive plans\Harbor Dr Fiber conduit_PB details.pdf
16. Fiber Optic\Harbor Drive plans\Harbor Dr Fiber conduit.pdf
17. Planning Documents\Sewer Constraints Map and Hydraulics.pdf
18. Planning Documents\Coordination Map.pdf
19. Planning Documents\Constraints Map.pdf
20. Planning Documents\CMP Storm Drain Map.pdf
21. Planning Documents\Paving Conflict Map.pdf
22. Planning Documents\OCI Index Map.pdf
23. Planning Documents\Traffic Counts.pdf
24. Planning Documents\ADA Preliminary Engineering Report.pdf
25. Planning Documents\Catalina 12in Cast Iron Mains Planning Study.pdf
26. Planning Documents\Preliminary Environmental Assessment.pdf
27. Planning Documents\Predesign Location Map.pdf
28. Planning Documents\PUD Coordination Summary.pdf
29. Planning Documents\Storm Water Dept Comments.pdf

42. Supplemental Requirements:

- 42.1.** All submitted hardcopy drawings and documents shall also be provided to the City in PDF format with electronically searchable text (not scanned images) to include drawings, specifications, details, reports, RFI's, Invoices, and all other documents of every type.
- 42.2.** The Design-Builder shall do all work as needed to accomplish the selected alternative in a study titled "Catalina 12in Cast Iron Mains" by PUD/EPM Division dated March 2013 (see bridging documents) excluding improvements which are being built by the Catalina Standpipe Renovation Project (see bridging documents). One exception to this is the standpipe drain pipe which will be relocated by this project with 1200 feet of new 18-inch storm drain (see bridging documents Storm Water Dept Comments.pdf). The work in this project shall include close coordination with the Navy and the Catalina Standpipe Renovation Project to avoid disruptions to Navy operations and the Standpipe construction contractor. The work shall be sequenced so as to avoid interruptions in water supply to the Navy so that all three proposed water mains in Catalina Blvd may not be constructed simultaneously as at least one water main must be kept in service. The design-builder shall propose a schedule which obtains BOBU by December 2017 for the new water main replacing the 12-inch CI water main in Catalina Blvd. Sequencing of this work shall be carefully coordinated with PUD Water Operations (see bridging documents PUD Coordination Summary.pdf).
- 42.3.** The project shall include installation of 3-inch fiber optic conduit with pull stations in Catalina Boulevard from the reservoir to the standpipe as required by the City and generally as indicated in the bridging documents. If feasible the conduit shall be installed on the west side of Catalina Blvd to avoid crossing the street for connecting to planned future fiber optic to Point Loma Wastewater Treatment Plant and elsewhere. The intent is to connect with existing fiber optic installed by the Harbor Drive Pipeline project and provide for connections to planned future fiber optic (see bridging documents). This work shall be in accordance with National Electrical Code (NEC). In general per NEC the fiber optic conduit must be buried at a depth of 24" using Schedule 40 conduit, or 18" deep using Schedule 80 conduit. Warning Tape shall be placed on the top of the conduit, extending over to each pull box. Pull boxes shall be constructed at each end of the conduit, and one about every 600 feet (900 ft max) and at any bend 45 degrees or more, generally in accordance with the fiber optic bridging documents. The conduit must be in a separate trench from water, sewer and storm drain pipes – joint use trenches with these shall not be done.
- 42.4.** The project shall include AC overlay for Catalina Blvd. All other streets shall get slurry resurfacing. The Design-Builder is to determine where paving fabric is required.
- 42.5.** Only ADA improvements triggered by this project shall be included in the design. New sidewalks are not included except to replace portions triggered by ADA compliance requirements. See bridging documents.
- 42.6.** The Design-Builder shall identify all existing fire services by field inspection, research of City records specifically including the City PUD cross connection

database, and water billing records, and research of as-builts. Design/Builder shall provide all work necessary to reconnect all existing fire services.

- 42.7.** Gate valves shall be used for water main up to and including 12” size. Butterfly valves shall be used on 16” or larger water mains which shall have a bypass installed for transmission mains only Valves shall be size on size to match fittings and reducers shall not be used to provide reduced size valves in lieu of this.
- 42.8.** Five (5) feet of cover is required for all 16” transmission mains per the City Water Design Guide. Where this is not feasible or cost-effective the Design-Builder shall provide justification including calculations sufficient for the City PUD to allow an exception where appropriate.
- 42.9.** This RFP provides as-built drawings and other information collected during preliminary planning for this project. The Design/Builder shall be responsible for researching and obtaining all as-built drawings and any other information from the City and/or other agencies which will be necessary to complete the scope of work.
- 42.10.** The Design-Builder shall resolve design and construction problems by a typical professional process including but not limited to research, field investigation, developing alternates, calculations, cost-effective analysis, making decisions/recommendations and obtaining City concurrence as needed. This process shall be diligently followed before the Design/Builder seeks direction from the City.
- 42.11.** The Design-Builder shall follow the City standard practice for design and construction when not specifically addressed in the RFP scope of work, reference documents, and design guides.
- 42.12.** The Design-Builder shall submit a progress map each month in a format acceptable to the City illustrating where water, sewer, and storm drain pipe was installed, feet installed, total feet and percent complete (see bridging documents example).
- 42.13.** The Design-Builder shall propose a strategy to reduce the time period between the street impacts to install utilities and the street repair and paving, and also to improve communication with the public on this issue.
- 42.14.** The City shall not be responsible for any assumptions the Design-Builder based their price proposal on and the Design-Builder shall not be entitled to any additional payment for any such assumptions on which their price was based.
- 42.15.** The price proposal shall include all work and materials and any references in this RFP to unit price, lump sum price, bid price or similar language shall not entitle the Design-Builder to any additional payment.

ATTACHMENT B
PHASED FUNDING PROVISIONS

ATTACHMENT B

PHASED FUNDING PROVISION

1. PHASED FUNDING

- 1.1 The selected The Design-Builder will be required to provide a Pre-award Schedule in accordance with Sections 9-3 and 6-1 of the Supplementary Special Provisions (SSP) prior to award of Contract.
- 1.2 For phased funded contracts, the City typically secures enough funds for the first 90 Days of the contract prior to award. Within 10 Working Days after announcement of the Apparent Winner, the Design-Builder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.3 The Design-Builder will be required to provide a Pre-award Schedule in accordance with 6-1, “CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK” and 9-3, “PAYMENT” prior to award of Contract.
- 1.4 If the Proposal submitted by the Apparent Winner is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Winner must provide the Pre-Award Schedule. This process will continue until the City has selected a Design-Builder or has decided to reject all Proposals.
- 1.5 The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the announcement of, or notice to the next Apparent Low Proposer (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Proposer.
- 1.6 At the City’s request, you must meet with the City’s Project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- 1.7 Your failure to perform the following may result in the Proposal being rejected as **non-responsive**:
 - 1 Meet with the City’s Project manager, if requested to do so, to discuss and respond to the City’s comments regarding the Pre-Award Schedule;
 - 2 Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe; or
 - 2 Execute the first Phased Funding Schedule Agreement within a Day after receipt.

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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
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ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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).
-

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 **8:30 AM** to **3:30 PM**.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. 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. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-5.3.1 General. To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City’s submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

2-5.3.2 Working Drawings. TABLE 2-5.3.2(A), ADD the following:

Item	Section No.	Title	Subject
17	306-1.6	Water Valve Bypass for Mainlines 16” and Larger	SDW-154 *

* Note: The distance dimensions shown between the bypass pipes and between bypass pipes and the mainlines are subject to change to field conditions.

2-11.1.1 General. To the City Supplement, item 2, ADD the following:

Time lapse video robotic cameras must provide a clear view of backfill and compaction operations. When this is not possible if camera is mounted on excavator, camera must be mounted on a portable tower or similar device and repositioned as Work progresses.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the City Supplement, ADD the following:

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

ADD:

4-1.3.7 Testing Under the Direction of the Engineer. When a bid item for Testing under the direction of the Engineer is provided, the Contractor must employ and pay for the services of a qualified third party independent laboratory to perform the required testing. The Contractor will be reimbursed for the cost of testing under this bid item.

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 the City’s Product Submittal Form available at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-7.1 General. To the City Supplement, ADD the following:

5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.
6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

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:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
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.

7-3.2.3 Contractors Pollution Liability Insurance.

1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.

2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
3. For approval of a substitution of Subcontractor's insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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.

7-3.5.3 **Contractors Pollution Liability Insurance Endorsements.**

7-3.5.3.1 **Additional Insured.**

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 **Primary and Non-Contributory Coverage.** The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.3.3 **Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

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:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
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.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

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 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUSBTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. The Contractor will perform the community outreach activities required throughout the Contract Time.
3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDSshare site:

<http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx>.

4. The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDSHare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDSHare site within 24 hours.

Copies of email communications shall be saved on to the City's SDSHare site as individually as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.
6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.2 Submittals.

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
 - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.
2. The Contractor will use the City's SDSHare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDSHare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.3 Public Notice by Contractor.

1. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets where Work is to be performed at least 5 days before starting the Work as directed by the Resident Engineer.
2. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

7-16.4 Quality Assurance.

1. During the course of community outreach, the Contractor shall ensure the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.), on behalf of the Contractor:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.5 Communications with the Public.

1. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
2. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
3. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
4. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.6**Communications with Media.**

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.

7-16.7**Exclusive Community Liaison Services.**

If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be as follows:

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.
3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).

5. Respond to community questions and complaints related to Contractor activities.
6. Write, edit, update, or produce brochures, pamphlets and news releases.
7. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDSShare site.
8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
9. Attendance at pre-construction, community and stakeholders meetings.

7-16.7.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) **as specified** within 15 days of the Award of the Contract.

7-16.8 Payment. The Payment for community outreach and public notices is included in the various Proposal items.

7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

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, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 207 – PIPE

207-9.2.3 Fittings. To the City Supplement, ADD the following:

8. Flange gaskets shall be 3.2mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full-face type with pre-punched holes free of asbestos material. All insulating flange kits require full face gaskets.

207-17.2.3 Pipe Manufacturer. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise**.

207-26.4 Butterfly Valves. To the City Supplement, Paragraph (2), DELETE the last sentence.

To the City Supplement, Paragraph (3,) DELETE in its entirety and SUBSTITUTE with the following:

3. The operator shall be manual with a 2” (50 mm) square operating nut, and shall open the valve when turned counterclockwise.

207-27 FUSIBLE NON-PRESSURE POLYVINYLCHLORIDE PIPE. DELETE in its entirety.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-6.4 Induction Cobra Head Luminaire. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-1.2.4 Organic Soil Amendment. ADD the following:

Type 4 organic soil amendment (compost) shall be derived from Green Material (yard waste and/or food waste) that is composted in accordance with California Code of Regulations, Title 14, Chapter 3 Article 7, 17868.3 (15-day Process to Further Reduce Pathogens and kill weed and other seeds). Incorporated into the soil, compost improves soil texture; increases both nutrient and water holding capacity; and reduces the need for commercial fertilizer. Where applicable, Organic Soil Amendment can qualify as a component of LEED certification.

Type 4 organic soil amendment must come from a compost facility that tests its compost on a quarterly basis and meets the requirements listed in Table 212-1.2.4(B). Contractor shall provide a copy of the most recent quarterly test results, and a current representative sample of the compost to be used on the project, to the City, prior to approval and the compost being used.

The City of San Diego’s Miramar Greenery produces Type 4 organic soil amendment (compost) and complies with the U.S. Composting Council’s Seal of Testing Assurance Program. The Miramar Greenery is located within the City’s Miramar Landfill at State Hwy. 52 and Convoy St. in San Diego.

<http://www.sandiego.gov/environmental-services/miramar/greenery/>

Table 212-1.2.4 (B)

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
pH	6.0 - 8.0		04.11-A 1:5 Slurry pH
Soluble salts	0 - 10	dS/m (mmhos/cm)	04.10-A 1:5 Slurry Method

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
Organic Matter	30 - 75%	% dry weight basis	05.07-A Loss-on-ignition Organic Matter Method (LOI)
Stability	≤ 8	mg CO ₂ /g OM/day	05.08-B carbon Dioxide Evolution Rate
Maturity	> 80% emergence	average % of control	05.05-A Germination and vigor
Pathogens			
Fecal coliform	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.01-B Fecal coliforms
Salmonella	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.02 Salmonella
Heavy Metal	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.13(a) Tables 1 and 3.	04.06-Heavy Metals standards, and Hazardous Elements.
Particle Size	≥ 90%	% dry weight passing through 1mm	02.02-B Sample Sieving for Aggregate Size Classification

ADD:

212-3.2.2.3

Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) Trench marker tape shall be 6" wide and consist of a minimum 5.0 mil, five-ply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.

- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:
1. Blue with “Caution Potable Water Line Buried Below” for Water mainlines and over pipe sleeves.
 2. Purple with “Caution Recycled/Reclaimed Water Line Buried Below” for recycled water irrigation mainlines.
 3. Red with “Caution Electric Line Buried Below” for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.
 4. Green with “Caution Sewer Line Buried Below” for Sewer mainlines and over pipe sleeves.

ADD:

212-4 BIORETENTION SOIL MEDIA (BSM).

212-4.1 General. Bioretention Soil Media (BSM) is a formulated planting soil which consists of 70% to 80% washed sand and 20% to 30% compost on a volume basis, and shall be mixed at the plant site prior to delivery.

212-4.1.1 Sand for Bioretention Soil Media. The sand shall conform to ASTM C33 and a sieve analysis shall be performed in accordance with ASTM C 136 to demonstrate compliance with the gradation limits shown in Table 212-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery.

Table 212-4.1.1 (A) Sand Gradation Limits

Sieve Size	Percent Passing
3/8 inch	100
No. 4	60 - 100
No.10	40 - 100
No. 40	15 - 50
No. 200	0 - 5

Note: Coefficient of Uniformity (Cu = D60/D10) equal to or greater than 4

212-4.1.2 Compost. Compost shall be certified by the U.S. Composting Council’s Seal of Testing Assurance Program or an approved equal. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.

2. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight
3. pH shall be between 6.0 and 8.0
4. Soluble Salt Concentration less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council)
5. Maturity (seed emergence and seedling vigor): greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
6. Stability (Carbon Dioxide evolution rate): less than 8 mg CO₂-C per g OM per day (Method TMECC 5.08-B, USDA and U.S. Composting Council)
7. Moisture: 40%-50% wet weight basis.
8. Select Pathogens: Pass US EPA Class A standard, 40 CFR Section 503.32(a).
9. Trace Metals: Pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
10. Within gradation limits in Table 212-4.1.2 (ASTM D 422 sieve analysis or approved equivalent)

Table 212-4.1.2 (A) Compost Gradation Limits

Sieve Size	Percent Passing (by weight)
1 inch	99 to 100
½ inch	90 to 100
¼ inch	40 to 90
No. 200	2 to 10

212-4.2 Agricultural Suitability. The Contractor shall submit the source and location of BSM, a physical sample, and accompanying and current test results by a third party independent agronomic laboratory reflecting compliance with Contract Documents to the Engineer at least 30 Days prior to ordering materials.

No planting shall begin until test results confirm the agricultural suitability of the BSM. The Contractor shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency registered by the State for agricultural soil evaluation which indicates compliance which states that the tested material proposed source complies with these specifications. Third party independent laboratory tests shall be paid for by the Contractor.

The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- a) pH range: 6.0-7.8
- b) Salinity less than 3.0 millimho/cm (electrical conductivity)
- c) Sodium adsorption ration (SAR) less than 3.0
- d) Chloride less than 150 ppm

The test results shall show the following information:

- a) Date of Testing
- b) Project Name
- c) The Contractor's Name
- d) Source of Materials and Supplier's Name
- e) Estimate of Quantity Needed
- f) pH
- g) EC
- h) Elements: phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium
- i) Soil adsorption ratio
- j) Carbon/nitrogen ratio
- k) Moisture content
- l) Organic Content
- m) An assessment of agricultural suitability based on test results
- n) Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended prior to importation. Third party independent laboratory test results reflecting compliance with above requirements shall be provided to the Engineer prior to the delivery of the BSM.

212-4.3 Delivery, Storage and Handling. The Contractor shall not deliver or place soils in frozen, wet, or muddy conditions.

The Contractor shall protect soils and mixes from absorbing excess water and from erosion at all times. The Contractor shall not store materials unprotected from large rainfall events. The Contractor shall not allow excess water to enter site prior to compaction. If water is introduced into the material after grading, the Contractor shall allow material to drain or aerate to optimum compaction moisture content.

- 212-4.4** **Quality Control and Acceptance.** Close adherence to the material quality controls herein are necessary in order to assure sufficient permeability to infiltrate runoff at a minimum rate of 5 inches per hour during the life of the facility, and to support healthy vegetation. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results conducted no more than 120 days prior to delivery of the blended BSM to the project site and certified to be representative. For projects installing more than 100 cubic yards of BSM, batch-specific tests of components and blended mix are required and locations of material batches shall be provided to the Engineer.

SECTION 300 – EARTHWORK

- 300-1.4** **Payment.** To the City Supplement, paragraph (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 Class 2 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, “Crushed Miscellaneous Aggregate Base.”
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 Class 2 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, “Crushed Miscellaneous Base.”
 - 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.

302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:
Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

306-1.4.5 Water Pressure Test. To the City Supplement, Paragraph (2), DELETE and SUBSTITUE with:

- Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

Specified test pressure for Class 235 pipe will be 150 psi

Specified test pressure for Class 305 pipe will be 200 psi

306-1.6 Basis of Payment for Open Trench Installations. ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

306-1.8.3 Polyurethane Lining. To the City Supplement, item 5, DELETE in its entirety

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

ADD:

308-2.5 Bioretention Soil Media. Bioretention Soil Media shall be thorough mixed prior to delivery using mechanical mixing. BSM shall be lightly tamped by hand and placed in loose lifts no greater than 6” to ensure proper compaction. Compaction within the BSM area will not exceed 75% standard proctor within the designed depth of the BSM.

Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities.

308-7 GUARANTEE. To the City Supplement, DELETE in its entirety.

308-7 PAYMENT. ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

BSM shall be measured and paid per Cubic Yard installed. The installation of the pervious backfill material as specified in the Contract Documents and as directed by the Engineer shall be included in the payment.

308-8 PAYMENT. To the City Supplement, DELETE in its entirety.

SECTION 500 – PIPELINE

500-1.1.1 General. To the City Supplement, (1) (a), ADD the following:

The felt and resin system shall be selected from those listed in the City’s approved material list.

500-1.1.2.1 Initial Submittals. To the City Supplement, ADD the following:

Within 5 Working Days of the Bid opening date, the three apparent low bidders shall submit the following:

- Contractor’s Experience; past project documentation
- Manufacturer Certification
- Authorize Installer Certificates

500-1.1.5 Video Inspection. To the City Supplement, after the last paragraph, ADD the following:

During the pre-installation video the contractor must identify all existing protruding laterals with the existing main and trim them flush to the main prior to rehabilitation. The cost of trimming the existing laterals will be included in the pipe rehabilitation bid item.

500-1.1.9 Measurement and Payment. Third Paragraph, DELETE in its entirety.

500-1.2.4 Sewer Bypassing and Dewatering. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents, the Contractor shall bypass the sewer flow around the Work and dewater the Site in conformance with 704, “SEWAGE SPILL PREVENTION” and 705-2.1, “General.”

500-1.6 Service Laterals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-1.6 Service Lateral Rehabilitation.

500-1.6.1 General.

- a) The rehabilitation shall be accomplished using a fabric or fiberglass tube of particular length and a thermoset resin with physical and chemical properties

appropriate for the application without excavation and disturbing surface improvements. The tube is vacuum impregnated with the resin. Access to an upstream end of the service lateral is made by excavation in the public right of way. Installation of the resin-impregnated tube into the service lateral may be performed either by Type A inversion in accordance with ASTM F1216 or by Type B pull-in in accordance with ASTM F 1743, and may be performed from either the mainline or the excavated end of the lateral.

- b) The cured-in-place liner shall extend the entire length of the lateral from the access point to the mainline. The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface. Once the tube or resin composite is cured, the installation equipment shall be removed and the protruding end in the collector shall be cut using a robotic cutting device. A sewer cleanout in accordance with the Standard Drawing SDS-102 “Sewer Lateral Cleanout (In Driveway, Paved Alley, Sidewalk, or Other Area Subject to Traffic)” or SDS-103 “Sewer Lateral Cleanout Outside Traveled Way” shall be installed at the access point and properly backfilled.

A lateral rehabilitation including the installation of lateral cleanout and backfill process should be completed within 15 Working Days.

- c) The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface.
- d) If there is a SLC in place, then the cured-in-place lateral liner shall have a minimum overlap of 2” over the previously installed SLC sewer main lateral connection.

500-1.6.2 Material.

- a) The tube shall consist of one or more layers of flexible needled felt, or an equivalent material. Where the tube is fabricated from non woven felt, the longitudinal and circumferential joints are made up by seal bonding. The tube shall be capable of conforming to bends, off-set joints, bells, and disfigured pipe sections. The resin and catalyst system as designed for the specific application shall meet the chemical resistance requirements of 210-2.3.3, “Chemical Resistance Test (Pickle Jar Test).”
- b) The composite of the materials above shall, upon installation inside the host pipe, shall exceed the minimum test standards specified in Table 500-1.4.2 (A).

500-1.6.3 Installation Procedures (ASTM F1216-98 and ASTM F1743).

- a) The Property Owner of the lateral being reconstructed shall be informed, and the flow stopped, for the period of reconstruction work.
- b) The Contractor shall excavate an access pit at the appropriate upstream point on the service lateral in accordance with the reconstruction length determined by the Engineer.

- c) The Contractor shall always clean and color video the lateral line immediately prior to reconstruction and determine the structural condition of the pipeline. Roots, debris, and protruding service connections shall be removed prior to reconstruction.
- d) The tube shall be inspected for torn or frayed sections. The tube in good condition shall then be vacuum impregnated with the thermoset resin.
- e) No open pans or uncontrolled open-air pouring of resin shall be allowed during tube saturation. Resin shall be contained within the inflation bladder during vacuum impregnation and insertion. The Contractor shall ensure that no public property is exposed to contamination by liquid resin compounds or components.
- f) The saturated tube along with the inflation bladder shall be inserted into the installation equipment and the end closed. The entire installation equipment shall be placed in the pipe access pit and aligned with the exposed end of the pipe.
- g) The resin and tube shall be completely protected during the placement. The resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the placement.
- h) The tube shall be installed from the installation equipment by controlled air, water or steam pressure as in accordance with manufacturer instructions. The installation shall be stopped when the tube extends the entire length of the lateral section to be lined. The tube is held tightly in place against the wall of the host pipe by the pressure until the cure is complete.
- i) When the curing process is complete, the pressure is released and the inflation bladder reverted back into the installation equipment and removed from the access point.
- j) No barriers, coatings, or any material other than the cured tube or resin composite specifically designed for desirable physical and chemical resistance properties shall be left in the host pipe. Any materials used in the installation other than the cured tube or resin composite shall be removed.
- k) Any cured tube or resin composite pipe left protruding from the service connection shall be trimmed back using a hydraulic-powered robotic cutting device specifically designed for cutting cured-in-place pipe made from these materials.
- l) A second color video inspection shall be performed to verify the proper cure of the material, the proper trim of service connection, and the integrity of the seamless pipe.
- m) The bypass pumping system shall be removed and the sewer flows restored to normal flow conditions. The service lateral pipes shall be coupled together. The excavation shall be properly backfilled. The property owner of the service connection shall be informed when the Work is complete.

500-1.6.4 **Deviations.** If pre-installation inspection reveals conditions in the service lateral to be substantially different than those used in the design of wall thickness, tube construction, tube length, or resin system; then the Contractor shall correct the situation as approved by the Engineer.

500-1.6.5 **Acceptance.** Upon completion, the Contractor shall deliver the video records and written reports to the Engineer. The Engineer shall review the documentation and the Site to determine if the Work is complete and the work may be accepted.

500-1.6.6 **Payment.**

- a) Payment for the Sewer Lateral Lining covered under 500-1.6, “Service Laterals Rehabilitation” shall be made per each lateral.
- b) The payment for the installation of a sewer cleanout at the access point and televising of the service laterals shall be included in the following Bid items:

Service Lateral Lining with Cleanout up to 7 Feet in Depth
Service Lateral Lining with Cleanout Greater than 7 Feet in Depth

- c) Payment for in-situ point repairs shall be included in the bid price for in-situ point repairs and paid for in accordance with 500-1.1.9, “Measurement and Payment” and 500-1.2.7, “Payment.”

500-1.7.10 **Payment.** To the City Supplement, DELETE in its entirety.

500-1.10.7 **Payment.** To the City Supplement, DELETE in its entirety.

500-1.13.10 **Payment.** To the City Supplement, DELETE in its entirety.

500-4 **SERVICE LATERAL CONNECTION SEALING.** DELETE in its entirety and SUBSTITUTE with the following:

500-4 **SERVICE LATERAL CONNECTION (SLC) SEALING.**

500-4.1 **General.**

- 1. SLC is the interface of the house sewer lateral with the main sewer. SLC to rehabilitated sanitary sewer lines shall be sealed, normally without excavation, by the installation of a resin-impregnated, flexible, felt tube or fiberglass tube installed into the existing service lateral. The tube shall form a “tee” section with a full lap inside the main pipe and shall extend continuously from the sewer main into the lateral for a minimum of 4”. SLC may be a combination of “tees” or “wyes” of varying angle. The resin shall be cured to form the tube into a hard impermeable pipe-within-a-pipe. When cured, the SLC shall seal the connection of the lateral to the mainline in a

continuous tight-fitting, watertight pipe-within-a-pipe to eliminate any visible leakage between the lateral and mainline and shall provide a leak-proof seal designed for a minimum 50-year life to prevent root intrusion, infiltration, and exfiltration between a liner and a host pipe.

2. Prior to cleaning and pre-rehab video inspection, the Contractor shall submit a detailed operational plan for the proposed cleaning of all roots inside the pipe and around the service connection for the Engineer's approval. After cleaning, the Contractor shall proceed with lining of the pipe and reinstating all live service connections. The service connection openings shall conform to the shape and the size of the inside diameter of the existing service connection. Contractor shall use a wire brush or other methods and equipment as recommended by other lining system providers, or other approved means and methods to provide a smooth opening for connecting the lateral to the newly lined pipeline.
3. The Contractor shall trim all protruding laterals which interfere with the lining installation, as flush with the pipe interior as practicable.

500-4.2 Reference Specification. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof and shall meet the chemical resistance requirements of section 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."

500-4.3 General Corrosion Requirements.

- a) The finished SLC product shall be fabricated from materials which when cured shall be chemically resistant to withstand internal exposure to domestic sewage and shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)" and Table 210-2.4.1 (A).
- b) The SLC product shall be compatible with the lining system materials utilized in the main sewer line.

500-4.4 SLC Materials.

- a) A flexible, felt tube shall be fabricated to neatly fit the internal circumference of the conduit specified by the City. Allowance shall be made for circumferential stretching during insertion.
- b) The SLC connection shall extend minimum 4" from the mainline into the lateral.
- c) The Contractor shall furnish a specially designed, unsaturated polyester or vinyl ester resin, and catalyst system compatible with the SLC process that provides cured physical strengths specified herein.

500-4.5 Physical Properties.

- a) The cured SLC shall conform to the minimum structural standards as listed in Table 500-1.4.2 (A).

- b) No cured-in-place pipe rehabilitation technology shall be allowed that requires bonding to the existing pipe for any part of its structural strength.
- c) Design methods are to be derived for various loading parameters and modes of failure. Equations shall be modified to include deformation in the shape of an oval as a design parameter. The design method shall be submitted to the Engineer for approval prior to the Pre-construction Meeting.

500-4.6 Installation Preparation.

- a) The Contractor shall remove internal debris out of the sewer line.
- b) Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the SLC into the pipelines, and it shall be noted so that these conditions can be corrected. A color video and suitable log shall be kept for later reference by the City.
- c) The Contractor, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for SLC is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow without service interruption. The bypass systems shall be approved in advance by the City.
- d) The service lateral shall be inactive during the time of installation.
- e) The Contractor shall clear the line of obstructions that prevent the insertion of the SLC material. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, the Contractor shall make an external point repair excavation to uncover and remove the obstruction. The Contractor shall inform the Engineer prior to the commencement of the Work.
- f) The mainline pipe opening shall be prepared to accept the SLC and the mainline rehabilitated pipe shall be maximized to obtain the best possible connection.
- g) The transition from the mainline pipe to the service lateral shall be smooth and continuous to provide adequate support for the SLC during installation and cure.

500-4.7 SLC Installation.

- a) The resin impregnated tube shall be loaded inside a pressure apparatus. The pressure apparatus, attached to a robotic device, shall be positioned in the mainline pipe at the service connection. The robotic device, together with a television camera, shall be used to align the SLC repair with the service connection opening. Air pressure, supplied to the pressure apparatus through an air hose, shall be used to invert the resin impregnated SLC into the lateral pipe. The inversion pressure shall be adjusted to fully invert the SLC into the

lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process not to over-stress the tube.

- b) The pressure apparatus shall include a bladder which shall inflate in the mainline pipe, effectively seating the SLC repair against the service connection.
- c) After inversion or pull in is completed, recommended pressure is maintained on the impregnated tube for the duration of the curing process. Curing method shall be compatible with the resin selected. An ultraviolet (UV) light cured, heat cured or ambient cured resin system is typically used.
- d) The initial cure shall be deemed to be completed when the SLC has been exposed to the UV light, heat source or held in place for the time period specified by the manufacturer.
- e) The Contractor shall cool the hardened SLC before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- f) The finished SLC shall be free of dry spots, lifts and delamination. The lateral SLC shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes. Frayed ends of the SLC repair shall be removed prior to acceptance.
- g) During the warranty period, any defects which shall affect the integrity of strength of the SLC shall be repaired at the Contractor's expense in a manner mutually agreed upon by the manufacturer, City, and the Contractor.
- h) After the Work is completed, the Contractor shall provide the City with a video disc showing the completed work including the restored conditions.

500-4.8 **Clean-Up.** Upon acceptance of the installation work, the Contractor shall reinstate the Site affected by its operations.

500-4.9 **Payment:** Payment for SLC sealing systems shall be made at the Contract Unit Price or lump sum price in the Bid for each SLC. The Contract Unit Price or lump sum price in the Bid shall include the installation of the SLC sealing system, surface preparation and repairs, preparation and tape submittal of all pre- and post-construction CCTV inspection, bypassing if required, and testing, unless otherwise specified in the Special Provisions.

**SECTION 703 – ENCOUNTERING OR RELEASING
HAZARDOUS SUBSTANCES**

703-20

PAYMENT. To the City Supplement, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for waste management shall be included in the applicable Bid items as follows:
 - a) Preparation of Hazardous Waste Management Plan and Reporting (LS).
 - b) Monitoring, Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste (TON).
 - c) Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste (TON).
 - d) Monitoring of Petroleum Contaminated Soil (HR).
 - e) Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil (TON).
 - f) Loading, Transportation, and Disposal of Petroleum Contaminated Soil (TON).
 - g) Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste (TON).
 - h) Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste (TON).
 - i) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste (55 Gal DRUMS).
 - j) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste (55 Gal DRUMS).
 - k) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
 - l) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Regulated Waste (TON).
 - m) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

- n) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

SECTION 705 – WATER DISCHARGES

705-1 HYDROSTATIC DISCHARGE REQUIREMENTS. To the City Supplement, ADD the following:

- 3. The discharge of hydrostatic test water and/or potable water shall not contain constituents in excess of the following:

Table 705-1 (A) Effluent Limitations

Parameter	Units	Effluent Limitations
Total Residual Chlorine	mg/L	0.1
pH	units	Within the limits of 6.0 and 9.0 at all times

- 4. Compliance with the effluent limitation shown in Table 705-1 (A) shall be determined based on the 90th percentile of all samples obtained during the discharge event. Non-compliance for each event will be considered separately.
- 5. The discharge of hydrostatic test and/or potable water to Areas of Special Biological Significance (ASBS) is prohibited. These are ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable and are classified as a subset of State Water Quality Protection Areas. Discharges shall be located outside of the designated areas to assure maintenance of natural water quality conditions in these areas. The areas in the San Diego Region include:
 - a) La Jolla (ASBS #29)
 - b) Scripps (ASBS #31)
 - c) La Jolla Shores watershed boundaries

A map showing these areas are to be included **as an Appendix** in the Contract Documents.

- 6. If a construction project is in the ASBS, the Contractor may discharge their hydrostatic test and/or potable water into the sewer system by obtaining a permit as outlined in the Public Utilities – Wastewater Section policy attached to the Contract. The discharge points and flow data for the existing sewer system are attached to the Contract as an Appendix.

- 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 **Mitigated Negative Declaration (MND)** for **Catalina 12" Cast Iron Main and Catalina Sewer Main**, DEP No. **255100**, as referenced in the Contract Appendix. You must comply with all requirements of the MND as set forth in the Contract Appendix A.

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
MITIGATED NEGATIVE DECLARATION



**ADDENDUM TO
MITIGATED NEGATIVE DECLARATION No. 255100
SCH No. 2011091045**

Project No. 386715

SUBJECT: Catalina Sewer Mains & Catalina 12in Cast Iron Mains Group Job: This City of San Diego Capital Improvement Project would perform the following actions to Water, Sewer, and Storm Drain infrastructure:

1. Water: Replace approximately 15,930 LF 4, 6, 12, and 16 inch pipe in place with 16 and 24-inch pipe, at a depth varying from 3 to 5 feet.
2. Sewer: Replace approximately 13,489 LF of 6 and 8-inch pipes with 8 and 10-inch pipes.
3. New Sewer: Approximately 5,339 LF of 6, and 8-inch pipe and replace it with 8 and 10-inch pipes, at depths varying from 7 to 27 feet.
4. Storm Drain: Replace 1,277 LF of storm drain in place. No pipe diameter or depth of excavation was specified.

The project is located within the Peninsula Community Plan area along Catalina Boulevard between Varona and Cochran Streets; and along these other streets in the area: Canon Street, Jennings Street, Talbot Street, Point Street, Loma Way, Manor Way, Trudy Lane, Rosecroft Lane, Garden Lane, Popico Street, the alley north of Popico Street, the alley north of Dupont Street, the alley north of Warner Street, the alley north of Dudley Street, the alley north of Charles Street, Wilcox Street, Jennings Street, Wildflower Way, Tingley Lane, Silvergate Avenue, Albion Street, and Concord Street. The project would occur within the City and County of San Diego. **Applicant:** City of San Diego, Public Works Department - Engineering & Capital Projects, Right-of-Way Design Division.

I. PROJECT DESCRIPTION:

Construction would use the open trench method. The trench depth for sewer mains would vary from 7-27 feet; for water mains the trenches would range in depth from 3-5 feet, depending on the topography of the area; and the depth for storm drain pipe trench would range from X-X feet. The widths of the trenches would be approximately 3-5 feet wide. The project would include potholing, which is employed to verify the reconnection of sewer laterals to mains or to verify utility crossings. Other improvements will consist of the installation of curb ramps, manholes, and new pavement/slurry.

All work would occur within the public right-of-way (ROW), alleys or existing sewer and water easements. Active work hours would occur during the daytime Monday through

Friday in most locations. The project would comply with the requirements described in the *Standard Specifications for Public Works Construction*, and California Department of Transportation's *Manual of Traffic Controls for Construction and Maintenance Work Zones*. A traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*.

II. ENVIRONMENTAL SETTING:

The project would occur within the developed public right-of-way, alleys and existing sewer, water, and storm drain easements located within the Peninsula Community Plan area. Surrounding land uses include predominantly single-unit residential, but also includes a naval base, commercial, a water reservoir, a fire station, and parkland.

The following streets would be affected by the project: Catalina Boulevard between Varona and Cochran Streets; and along these other streets in the area: Canon Street, Jennings Street, Talbot Street, Point Street, Loma Way, Manor Way, Trudy Lane, Rosecroft Lane, Garden Lane, Popico Street, the alley north of Popico Street, the alley north of Dupont Street, the alley north of Warner Street, the alley north of Dudley Street, the alley north of Charles Street, Wilcox Street, Jennings Street, Wildflower Way, Tingley Lane, Silvergate Avenue, Albion Street, and Concord Street. The project would occur within the City and County of San Diego. (see Location Map).

III. PROJECT BACKGROUND:

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego's Environmental Analysis Section (EAS) and was certified by City Council on November 30, 2011 (resolution number 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's Municipal Code Section 128.036(b), all addenda for environmental documents certified more than 3 years before the date of application shall be distributed for public review for 14 calendar days along with the previously certified environmental document. This addendum was prepared within 3 years of certification of the original MND, and therefore is not being distributed for a 14 calendar day public review.

Historical Resources (Archaeology)

MND No. 255100 analyzed historical resources in relation to pipeline projects and determined that if, after a thorough review of the archaeological data, no direct impacts were identified to known archaeological sites then the project could addend the MND. A record search of the California Historic Resources Information System (CHRIS) digital database was reviewed to determine presence or absence of potential resources within the Catalina Sewer Mains & Catalina 12in Cast Iron Mains Group Job project alignments. No archaeological resources were identified within the project areas; however, the project is

located on the City's Historic Sensitivity Map and would require archaeological monitoring in case of unexpected discoveries. Compliance with the Mitigation, Monitoring and Reporting Program would reduce all potential impacts to Historical Resources to below a level of CEQA significance.

Paleontological Resources

MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. The Catalina Sewer Mains & Catalina 12in Cast Iron Mains Group Job project area is underlain by the Linda Vista and Cabrillo Formations. With respect to paleontological fossil resource potential these formations are assigned a moderate sensitivity rating. Based upon the sensitivity of the affected formations and the proposed excavation depths, construction of the Catalina Sewer Mains & Catalina 12in Cast Iron Mains Group Job could result in significant impacts to paleontological resources. To reduce this impact to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the Mitigation Monitoring and Reporting Program (MMRP) detailed in Section V.

IV. DETERMINATION:

The City of San Diego previously prepared a Mitigated Negative Declaration No. **255100** for the project described in the attached MND and Initial Study.

Based upon a review of the current project, it has been determined that:

- a. There are no new significant environmental impacts not considered in the previous MND;
- b. No substantial changes have occurred with respect to the circumstances under which the project is undertaken; and
- c. There is no new information of substantial importance to the project.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. No public review of this addendum is required.

V. MITIGATION, MONITORING AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:

PALEONTOLOGICAL RESOURCES

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the

requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

- B. Letters of Qualification have been submitted to ADD
 - 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
 - 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
 - 3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

- A. Verification of Records Search
 - 1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
 - 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
- B. PI Shall Attend Precon Meetings
 - 1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
 - 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
 - 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.

- b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
- c. MMC shall notify the PI that the PME has been approved.
- 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
- 5. Approval of PME and Construction Schedule

After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

- 1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
- 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
- 3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

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

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1) Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1) Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2) Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the

Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.

- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

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

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

HISTORICAL RESOURCES (ARCHAEOLOGY)

I. Prior to Permit Issuance or Bid Opening/Bid Award

- A. Entitlements Plan Check
1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.
- B. Letters of Qualification have been submitted to ADD
1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.

2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 1/4 mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur

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

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVSR). The CSVSR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.

3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1) Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under “D.”
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1) Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2) Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

1. Procedures for documentation, curation and reporting

- a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
- c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate Discovery Site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

C. If Human Remains **ARE determined to be Native American**

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.

3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.

b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.

c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.

d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

B. If night and/or weekend work becomes necessary during the course of construction

1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.

2. The RE, or BI, as appropriate, shall notify MMC immediately.

C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**

a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.

b. Recording Sites with State of California Department of Parks and Recreation The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.

3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of Artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

The above Mitigation Monitoring and Reporting Program will require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates or occupancy and/or final maps to ensure the successful completion of the monitoring program.

Kerry Santoro, Interim Assistant Deputy Director
Development Services Department

Date of Report

Analyst: Myra Herrmann

Attachments: Location Map
Mitigated Negative Declaration No. 255100

The Addendum to Mitigated Negative Declaration No. 255100 was not distributed for public review pursuant to San Diego Municipal Code (SDMC) Chapter 6, Article 9, Paragraph 69.0211 (Addenda to Environmental Reports). The SDMC requires that addenda to environmental documents certified more than three years previously are to be distributed by Development Services Department (DSD) for a fourteen calendar-day public review period, along with the previously certified environmental document. Because the Mitigated Negative Declaration 255100 was certified on November 30, 2011, which is within the three year timeline, no additional public review is required. The final Addendum was distributed to the following groups and individuals for public disclosure in accordance with CEQA Section 15164.

VI. DISTRIBUTION:

Copies or notice of this Addendum were distributed to:

City of San Diego:

- Council Member Lori Zapf, District 2
- City Attorney (MS 56A)
 - Shannon Thomas (MS 93C)
- Development Services Department
 - Angela Nazareno (MS 501)
 - Myra Herrmann (MS 501)
- Historic Resources Board (87)
- City of San Diego, Public Works Department
 - Joe Myers (MS 908A)
 - Peter Fogec (MS 908A)
- Fire and Life Safety Services MS 603 (79)
- Library Dept.-Gov. Documents MS 17 (81)
 - Point Loma/Hervey Library (81G)
 - Pacific Beach/Taylor Library (81U)

Other:

- Metropolitan Transit System (112)
- San Diego Gas and Electric (114)
- Peninsula Community Planning Committee (259)
- San Diego Natural History Museum (166)
- South Coastal Information Center (210)
- San Diego Historical Society (211)
- San Diego Archaeological Center (212)
 - Carmen Lucas (206)
 - Clint Linton (215b)

Save Our Heritage Organisation (214)
Ron Christman (215)
Frank Brown – Inter-Tribal Cultural Resources Council (216)
Campo Band of Mission Indians (217)
San Diego County Archaeological Society, Inc. (218)
Kumeyaay Cultural Heritage Preservation (223)
Kumeyaay Cultural Repatriation Committee (225)
Native American Distribution (NOTICE ONLY 225A-S)
Native American Distribution (225 A-S) (Public Notice & Location Map Only)
San Diego Unified School District (132)
Julian Charter School - Middle School Academy
Diego Hills Charter School
The Boulevard El Cajon Boulevard Business Improvement Association (286)
Rolando Community Council (288)
Margo Leimbach, President Oak Park Community Council (298)
Oak Park Community Council (299)
Peninsula Community Planning Committee; Laura Riebau, Chair (302)
College Area Community Planning Board (456)
Point Loma Nazarene University
Chris Stathos, Fleet Environmental Coordinator, United States Navy

Copies of the addendum, the final MND, the Mitigation Monitoring and Reporting Program, and any technical appendices may be reviewed in the office of the Entitlements Division of the Development Services Department, or purchased for the cost of reproduction.

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
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1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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
HYDROSTATIC DISCHARGE FORM

Hydrostatic Discharge Requirements Certification (Discharge Events \geq 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf), and as follows:

Discharged water has been dechlorinated to below 0.1 (mg/l) level; and effluent has been maintained between 6 and 9 (pH) based on:

Is Discharge Within Limits?

Comment/Action Taken

Event #	Discharge Date	Item Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	Is Discharge Within Limits?		Comment/Action Taken
							YES	NO	
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							

Qualified Personnel Conducting Tests (Print Name):

SAP No.(s):

***Signed:**

Project Name:

* By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

Have any thresholds been exceeded? Per Order No. R9-2010-0003, would this be a reportable discharge and must be reported **within 24 hours** of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

APPENDIX F
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer

City of San Diego
Field Engineering Division
9485 Aero Drive
San Diego, CA 92123-1801

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$ 60
Subtotal						\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$ 60
Subtotal							\$3,420

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

ATTACHMENT F
PROPOSAL SUBMITTAL REQUIREMENTS, AND SELECTION
CRITERIA

ATTACHMENT F

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC WORKS DEPARTMENT

1. Addenda to the RFP (PASS/FAIL)

- 1.1. The Design-Builder shall confirm the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, may result in the Proposal being considered **non-responsive** and ineligible for further consideration.
- 1.2. The Design-Builders are not required to include copies of the actual addenda in its Proposal.

2. Exceptions to the RFP (PASS/FAIL)

- 2.1. If the Design-Builder takes exception(s) to any portion of this RFP and its attachments, the specific portion of this RFP or attachment 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.
- 2.2. 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.

3. Subcontracting Participation Percentages (PASS/FAIL)

- 3.1. If the Design-Builder fails to meet the minimum subcontracting participation percentages, the Proposal will be considered **non-responsive** and rejected.

4. Executive Summary (10 Points Max)

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

5. Project Team (15 Points Max)

- 5.1. Describe the strength of key proposed construction and technical personnel, and Subcontractors assigned to the Project. Provide a list of subcontractors which were given the opportunity to form your project team.

6. Technical Approach and Design Concept (35 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. Describe how Attachment A, Section 42. Supplemental Requirements will be implemented in particular major items such as 42.2 work needed to accomplish the selected alternative in a study titled "Catalina 12in Cast

Iron Mains”, 42.3 installation of 3-inch fiber optic conduit with pull stations, and 42.13 strategy to reduce the time period to pave streets and improve communication with the public.

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

6.2.1 Pipeline alignment, sizes and locations of appurtenances.

6.2.2 Traffic Control Approach - The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).

6.2.3 Quality Assurance/Quality Control Plan (QA/QC Plan) - The Design-Builder shall submit a QA/QC Plan specifically developed for this Project. The Design-Builder’s QA/QC Plan shall comply with the City’s Quality Assurance/Quality Control Plan Guidelines (see Attachment A, Section 32). The QA/QC Plan shall describe the tools, process, and resources the Design-Builder shall use to ensure that it provides facilities that meet the requirements of the Contract.

6.2.4 Paving Restoration - Catalina Blvd and Talbot St. are important roads to the local community, to the Navy base and to the many visitors that drive to Cabrillo Point and the Tide Pool area. As a result, the Design Builder is required to place deep lift asphalt trench cap over each trench upon pipe acceptance. Each phase must be accepted and permanently trench capped before work on the subsequent phase can begin on Talbot St. and Catalina Blvd.

6.2.5 Water highlining plan for each site

6.2.6 Phasing of design and construction work of each site separately

6.2.7 Curb Ramp Design and Installation plan pursuant to the ADA Preliminary Engineering report (part of the bridging documents) and highlight any Modification, if any.

6.2.8 Phasing and Coordination with Adjacent Projects

6.2.9 Storm Water Pollution Control Best Management Practices.

6.2.10 Subsurface Investigation and Geotechnical Work.

6.2.11 Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design) and proposed durations.

6.2.12 Estimate the following quantities amounts need to complete our entire project, per your proposed design and construction methods. Quantities will only be used to evaluate the Technical Portion of the RFP. The actual quantities will vary during the actual design and construction of the project:

1) Additional Bedding - __CY

- 2) Imported Backfill - __TON
- 3) Asphalt Pavement Repair - __SF
- 4) Additional Curb & Gutter - __LF
- 5) Additional Sidewalk Removal & Replacement - __SF
- 6) Additional Pavement Removal & Disposal - __CY

7. Construction Plan (40 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** Water highlining plan for each site
- 7.1.8** Phasing of design and construction work of each site separately
- 7.1.9** Proposed construction schedule
- 7.1.10** Traffic Control Management
- 7.1.11** Community Impact

7.2 Project Coordination - The Design-Builder shall identify the following:

- 7.2.1** The processes and procedures it will use to ensure that all Work is properly coordinated.
- 7.2.2** The design and construction coordination requirements with governmental entities and agencies, utilities, Underground Service Alert, City forces, and all other persons or entities involved in infrastructure improvements or otherwise affected by Project design and construction requirements.
- 7.2.3** The design coordination system between drawings and specifications and disciplines.
- 7.2.4** The system for tracking questions and responses.

- 7.2.5** The system for coordinating work among subcontractors and equipment manufacturers.
- 7.3** Critical Path Schedule - The RFP requires the Design-Builder to complete the Project within a certain number of Working Days. The Design-Builder shall include a summary level critical path method (CPM) schedule in the form of a bar chart that identifies all Project milestones set forth in this RFP, including its Attachments such as additional tasks or milestones, as well as all critical activities the Design-Builder anticipates performing and coordinating with others to complete the Project. The Design-Builder shall include with the schedule a narrative explaining detailed procedures for ensuring all Project milestones are met. Proposals that show valid means to reduce the duration of the Project may be given favorable consideration if they demonstrate realistic activity durations and no increase in Project cost.
- 7.4** Challenges/Issues - Identify what your team believes to be the largest challenges associated with this Project. Describe how your team has overcome similar challenges on a previous Project your team has participated in. Proposals shall describe the Design-Builder's understanding of the design and technical issues involved in the Project, including those related to design review, value engineering, proposals, general contracting, schedule, site mobilization, constructability, construction sequencing, quality control, code compliance, and cost containment.
- 7.5** Describe any cost saving measures, not included in your proposal that the City of San Diego Team should consider, and the Design-Builder is willing to implement. For each recommendation, the percentage of your price proposal or time would be saved.
- 7.6** Community Outreach and Public Relations Program - The Design-Builder shall describe its general approach to building relations between the Design-Builder and the community, including how the Design-Builder will provide effective public information and respond to public concerns. The Design-Builder shall work cooperatively with the City's team and creatively integrate the needs of the community into the design of the Project. Continuous Community Outreach for this high profile area with the local community, the Navy base, and other key stake holders will be required throughout the project. The Design Builder will be required to develop a thorough plan that demonstrates understanding of the challenges of the area and an outline that demonstrates effective ways of communication to the different key stakeholders.
- 7.7** Community Coordination – Due to the summer moratoriums, how do you plan to phase the project and keep the community informed?
- 7.8** Staging Area and project cleanup – What is your plan for staging area and project cleanup (during construction and moratorium phases) to minimize residents and visitors concerns?
- 7.9** Residents and Visitors – how will traffic and bus stops be impacted? How will you minimize the impacts?
- 7.10** Construction mitigation plan to minimize impacts to local businesses (i.e. impacts the business access and parking)

Total Points: 100

Proposals that do not contain the aforementioned components may be rejected as **non-responsive**. The Design-Builder's information and Proposal details provided during the Q&A meeting will be part of the Proposal evaluation and failure to attend the meeting will determine the proposal to be **non-responsive**.

ATTACHMENT G
PROPOSAL FORMS

City of San Diego

CITY CONTACT

Contract Specialist: Clementina Giordano

Email: CGiordano@sandiego.gov

Phone No.: 619-533-3481, Fax No.: 619-533-3633

J. Myers/B.Dorino/l/s

REQUEST FOR PROPOSAL (RFP)



FOR

CATALINA 12" CAST IRON MAIN AND CATALINA SEWER MAIN

RFQ NO.:	12MCL100
PROPOSAL NO.:	K-15-1319-MAC-3
TASK ORDER NO.:	14
SAP NO. (WBS/IO/CC):	S-12008 / B-13216
CLIENT DEPARTMENT:	2011 / 2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	JA / KB

THIS TASK IS SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- PREVAILING WAGE RATES: STATE FEDERAL
- SMALL AND LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM
- MANDATORY USE OF APPRENTICES

THIS DOCUMENT SHALL BE SUBMITTED IN ITS ENTIRETY

PROPOSALS DUE:

12:00 NOON
MARCH 24, 2015

Proposal Documents

The following forms must be completed in their entirety and submitted with the Proposal. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Proposal to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 Days prior to the due date of the Proposal.

1. Proposal	155
2. Non-Collusion Affidavit to be executed by Proposer and Submitted with Proposal under 23 USC 112 and PCC 7106	158
3. Contractors Certification of Pending Actions	159
4. Equal Benefits Ordinance Certification of Compliance.....	160
5. Design-Build Proposal	161
6. Price Proposal Forms (Design Build)	162
7. Form AA05 – Design-Build List of Subcontractors	164
8. Form AA25 - Design-Build Named Equipment/Material Supplier List	165

PROPOSAL DOCUMENTS

PROPOSAL

Design-Builder's General Information

To the City of San Diego:

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

PROPOSAL DOCUMENTS

(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 _____

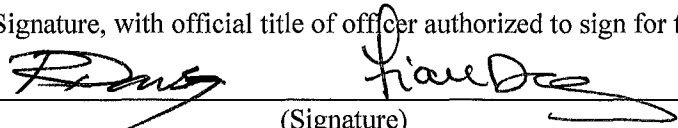
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Orion Construction Corp./Balboa Construction Inc. J.V.

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


(Signature)

Richard Dowsing / Fia Dowsing
(Printed Name)

President/Orion President/Balboa
(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 2185 La Mirada Drive

(5) City and State Vista, CA Zip Code 92081

(6) Telephone No. (760) 597-9660 Facsimile No. (760) 597-9661

(7) Email Address Richard@orionconstruction.com

PROPOSAL DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A

LICENSE NO. 788132 EXPIRES 11/30/2016

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: Rob@orionconstruction.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

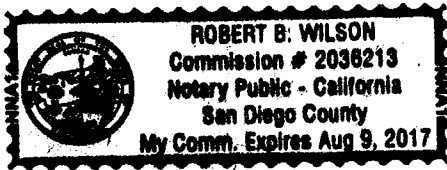
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature [Handwritten Signature] Title Pres./Orion
[Handwritten Signature] Pres./Balboa

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 24 DAY OF March, 2015.

Notary Public in and for the County of San Diego, State of California

[Handwritten Signature]
(NOTARIAL SEAL)



PROPOSAL DOCUMENTS

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

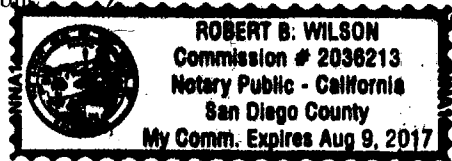
State of California)
County of San Diego) ss.

Richard Dowsing and Fia Dowsing, being first duly sworn, deposes and says that he or she is Pres./Orion and Pres./Balboa 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: [Signatures]
Title: Pres./Orion Pres./Balboa

Subscribed and sworn to before me this 24 day of March, 2015
[Signature]
Notary Public

(SEAL)



PROPOSAL DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

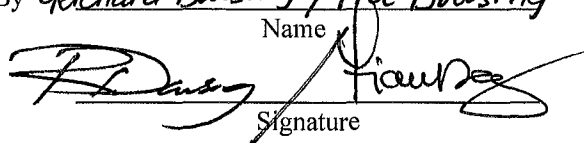
As part of its Proposal (Non-Price Proposal in the case of Design-Build contracts), the Design-Builder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design-Builder in a legal or administrative proceeding alleging that Design-Builder 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 Design-Builder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design-Builder discriminated against its employees, subcontractors, vendors or suppliers.

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

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

Contractor Name: Orion Construction Corp./Balboa Construction Inc. J.V.
 Certified By Richard Dowsing / Fia Dowsing Title Pres./Orion Pres./Balboa
Name

Signature Date 3/24/15

USE ADDITIONAL FORMS AS NECESSARY

PROPOSAL DOCUMENTS

**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: <i>Orion Construction / Balboa Const. J.V.</i>	Contact Name: <i>Rob Wilson</i>
Company Address: <i>2185 La Mirada Drive Vista, CA 92081</i>	Contact Phone: <i>(760) 597-9660</i>
	Contact Email: <i>Rob@orionconstruction.com</i>

CONTRACT INFORMATION

Contract Title: <i>Catalina 12" Cast Iron Main + Catalina Sewer Main</i>	Start Date: <i>May 2015</i>
Contract Number (if no number, state location): <i>K-15-1319-MAC-3</i>	End Date: <i>Feb. 2017</i>

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.

<i>Richard Dousing/Pres.</i>	<i>Fia Dousing/Pres.</i>			<i>3/24/15</i>
Name/Title of Signatory		Signature		Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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(Rev 02/15/2011)

PROPOSAL DOCUMENTS


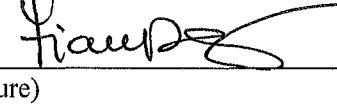
Design-Build Proposal

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 **Task Order No. 14 for Catalina 12" Cast Iron Main and Catalina Sewer Main.**
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: 3/24/15

The Design-Builder: Orion Construction Corp./Balboa Construction Inc. J.V.

By:  
(Signature)

Title: Pres./Orion Pres./Balboa

PROPOSAL DOCUMENTS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Catalina 12" Cast Iron Main and Catalina Sewer Main**, for the City of San Diego, in accordance with these contract documents for the lump sum Design-Build Proposal prices listed below. The Design-Builder guarantees the lump sum Design-Build Proposal 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	Unit	Unit Price	Extension
BASE PROPOSAL						
1	541330	Design Services	1	LS	 	\$ 800,000.00
2	237110	Construction Services	1	LS	 	\$ 12,467,000.00
3		City Contingency (See Section 1-2, "TERMS AND DEFINITIONS" in The WHITEBOOK for Allowances) – Type II	1	AL	 	\$900,000.00
ADDITIVE ALTERNATE 1						
1	541330	Design Services	1	LS	 	\$ 200,000.00
2	237110	Construction Services	1	LS	 	\$ 3,800,000.00

Total Design-Build Proposal Amount (Base Proposal, Item No. 1 through Item No. 3 + Additive Alternate 1, Item 1 through Item 2, inclusive):
 \$ 18,367,000.00


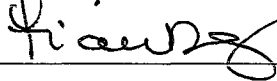
Total Design-Build Proposal Amount ((Base Proposal, Item No. 1 through Item No. 3 + Additive Alternate 1, Item 1 through Item 2, inclusive))
 written in words:

Eighteen Million, Three Hundred and Sixty Seven Thousand Dollars and Zero Cents.

PROPOSAL DOCUMENTS

The Design-Builder: Orion Construction Corp./Balboa Construction Inc. J.V.

Title: Pres./Orion Pres./Balboa

Signature:  

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

Richard Dowsing - Pres./Orion

Fia Dowsing - Pres./Balboa

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. * We acknowledge receipt of Addendum 1 dated 2/20/15, Addendum 2 dated 3/9/15, Addendum 3 dated 3/12/15, Addendum 4 dated 3/19/15, and Addendum 5 dated 3/20/15.

- A. After the selection has been made, the City may award the task order for 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.
- F. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

PROPOSAL DOCUMENTS

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Harris + Associates</u> Address: <u>750 B Street, #1800</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>(619) 231-1718</u> Email: _____	Designer	N/A	Civil Design	\$604,000.00	OBE	N/A	
Name: <u>R.F. Yeager</u> Address: <u>9562 Winter Gardens, Ste. D</u> City: <u>Lakeview</u> State: <u>CA 151</u> Zip: <u>92040</u> Phone: <u>(619) 697-6265</u> Email: _____	Designer	N/A	Corrosion Engineering	\$16,000.00	DVBE	CALDOGS	

- ① As appropriate, The Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, The Design-Builder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

PROPOSAL DOCUMENTS

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

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Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Southern CA Soil & Testing</u> Address: <u>6280 Riverdale Street</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92120</u> Phone: <u>(619) 280-4321</u> Email: _____	Designer	N/A	Geotechnical	\$10,000.00	SLBE	City	
Name: <u>Hudson Cafe-T-Lite</u> Address: <u>777 Gable Way</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>(619) 441-3644</u> Email: _____	Designer	N/A	Traffic Control Design	\$10,000.00	SLBE	City	

- ① As appropriate, The Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
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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, The Design-Builder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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PROPOSAL DOCUMENTS

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Rancho Coastal Eng.</u> Address: <u>1635 S Rancho Santa Fe Rd</u> City: <u>San Marcos</u> State: <u>CA #204</u> Zip: <u>92078</u> Phone: <u>(760)510-3152</u> Email: _____	Designer	N/A	Design Survey & portions of civil design	\$45,000.00	ELBE	City	
Name: <u>Estrada Land Planning</u> Address: <u>755 Broadway Circle #300</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>(619)236-0143</u> Email: _____	Designer	N/A	Landscape architect	\$4,000.00	SLBE	City	

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- | | | | |
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| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
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- | | | | |
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| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
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Name: <u>Humanability</u> Address: <u>1025 Birch Avenue</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92027</u> Phone: <u>(760)580-4630</u> Email: _____	<u>Designer</u>	<u>N/A</u>	<u>Community Outreach Plans</u>	<u>\$30,000.00</u>	<u>ELBE</u>	<u>City</u>	
Name: <u>Seabright Paving</u> Address: <u>9053 Olive Drive</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>(619)465-7411</u> Email: _____	<u>Constructor</u>	<u>36A113</u>	<u>Portions of A.C. paving</u>	<u>\$475,000.00</u>	<u>SLBE</u>	<u>City</u>	

- ① As appropriate, The Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
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| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
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- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
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PROPOSAL DOCUMENTS

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Name: <u>American Asphalt South</u> Address: <u>14936 Santa Ana Ave.</u> City: <u>Fontana</u> State: <u>CA</u> Zip: <u>92337</u> Phone: <u>(909)427-8276</u> Email: _____	Constructor	784969	Slurry Seal	\$55,000.00	OBE	N/A	
Name: <u>Transtar Pipeline</u> Address: <u>10467 Roselle Street</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>(858)453-0744</u> Email: _____	Constructor	724178	Storm drain + portions of water pipelines	\$1,645,000.00	ELBE	City	

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- | | | | |
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Name: <u>YBC Concrete</u> Address: <u>821 Kuhn Dr., Ste. 204</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91914</u> Phone: <u>(619)271-6122</u> Email: _____	Constructor	885270	Site Concrete	\$80,000.00	ELBE	City	
Name: <u>Old Castle Precast</u> Address: <u>P.O. Box 310039</u> City: <u>Fontana</u> State: <u>CA</u> Zip: <u>92331</u> Phone: <u>(760)737-8590</u> Email: _____	Constructor	891107	man holes	\$162,000.00	OBE	N/A	

- ① As appropriate, The Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
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| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
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| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

PROPOSAL DOCUMENTS

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Brian F. Smith + Assoc.</u> Address: <u>14010 Poway Rd., Ste. A</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>(658) 679-8218</u> Email: _____	Constructor	N/A	archeo paleo monitor	\$60,000.00	SLBE	City	
Name: <u>Urdunlow Enterprises</u> Address: <u>P.O. BOX 34</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>(619) 561-9693</u> Email: _____	Constructor	N/A	portions of trucking	\$560,000.00	ELBE	City	

- ① As appropriate, The Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, The Design-Builder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

PROPOSAL DOCUMENTS

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Pro Link Engineering</u> Address: <u>3014 Holly Rd.</u> City: <u>Alpine</u> State: <u>CA</u> Zip: <u>91901</u> Phone: <u>(619) 659-8995</u> Email: _____	Constructor	854967	Chlorination	\$ 15,000.00	ELBE	City	
Name: <u>Payco Specialties</u> Address: <u>120 N. 2nd Ave.</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>(619) 432-9204</u> Email: _____	Constructor	298637	Striping	\$ 10,000.00	SLBE	City	

- ① As appropriate, The Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, The Design-Builder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

PROPOSAL DOCUMENTS

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 (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Draves Pipeline</u> Address: <u>PO BOX 1051</u> City: <u>Bonsall</u> State: <u>CA</u> Zip: <u>92003</u> Phone: <u>(760) 728-7094</u> Email: _____	portions of pipe valves and fittings	\$925,000.00	Yes	No	DVBE	CADoGS
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

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

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

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

PROPOSAL FORMS

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement 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, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Add alternate #1	Name: <u>Brownlow Enterprises</u> Address: <u>P.O. BOX 34</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>(619)561-9093</u> Email: _____	Constructor	N/A	portions of trucking	\$20,000.00	ELBE	City	
Add Alternate #1	Name: <u>Harris + Associates</u> Address: <u>750 B Street, #1800</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>(619)236-1778</u> Email: _____	Designer	N/A	Civil Design	\$155,000.00	OBE	N/A	

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

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

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

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

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

Request for Proposal (Rev. Oct. 2014)
Attachment H – FormAA10 – Design-Build List of Subcontractors Additive/Deductive

PROPOSAL FORMS

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement 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, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Add alternate #1	Name: <u>Hudson Safe-T-Lite</u> Address: <u>777 Gable Way</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>(619)441-3644</u> Email:	Designer	N/A	Traffic Control Design	\$2,000.00	SLBE	City	
Add alternate #1	Name: <u>Rancho Coastal Eng.</u> Address: <u>1635 S Rancho Santa Fe Rd.</u> City: <u>San Marcos</u> State: <u>CA #204</u> Zip: <u>92078</u> Phone: <u>(760)510-3152</u> Email:	Designer	N/A	Design Survey and portions of civil design	\$5,000.00	ELBE	City	

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

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

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

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

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

Request for Proposal (Rev. Oct. 2014)
Attachment H – Form AA10 – Design-Build List of Subcontractors Additive/Deductive

PROPOSAL FORMS

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement 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, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Add Alternate #1	Name: <u>Humanability</u> Address: <u>1025 Birch Avenue</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92027</u> Phone: <u>(760)580-4630</u> Email: _____	Designer	N/A	Community Outreach Plans	\$5,000.00	ELBE	City	
Add Alternate #1	Name: <u>Sealright Paving</u> Address: <u>9053 Olive Drive</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>(619)465-7411</u> Email: _____	Constructor	364113	Portions of A.C. Paving	\$60,000.00	SLBE	City	

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

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

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

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

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

Request for Proposal (Rev. Oct. 2014)
Attachment H – FormAA10 – Design-Build List of Subcontractors Additive/Deductive

PROPOSAL FORMS

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement 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, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Add Alternate #1	Name: <u>American Asphalt South</u> Address: <u>14436 Santa Ana Ave.</u> City: <u>Fontana</u> State: <u>CA</u> Zip: <u>92337</u> Phone: <u>(909)427-8276</u> Email:	Constructor	784969	Slurry Seal	\$63,000.00	OBE	N/A	
Add Alternate #1	Name: <u>YBS Concrete</u> Address: <u>821 Kuhn Dr., Ste. 204</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91914</u> Phone: <u>(619)271-6122</u> Email:	Constructor	885270	Site Concrete	\$50,000.00	ELBE	City	

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

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

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

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

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

Request for Proposal (Rev. Oct. 2014)
Attachment H – Form AA10 – Design-Build List of Subcontractors Additive/Deductive

PROPOSAL FORMS

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement 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, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Add Alternate #1	Name: <u>Dldcastle Precast</u> Address: <u>2511 Harmony Grove Rd.</u> City: <u>EScondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>(760) 737-8590</u> Email: _____	Constructor	891107	man-holes	\$120,000.00	OBE	N/A	
Add Alternate #1	Name: <u>Brian F. Smith & Assoc.</u> Address: <u>14010 Poway Rd., Ste. A</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>(858) 679-8218</u> Email: _____	Constructor	N/A	archeo paleo monitor	\$10,000.00	SLBE	City	

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

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

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

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

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

Request for Proposal (Rev. Oct. 2014)

Attachment H – FormAA10 – Design-Build List of Subcontractors Additive/Deductive

PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement 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, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED-OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Add Alternate #1	Name: <u>Payco Specialties</u> Address: <u>120 N. 2nd Ave.</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>(619) 422-9204</u> Email: _____	Constructor	298637	Striping	\$14,000.00	SLBE	City	
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

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

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

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

Request for Proposal (Rev. Oct. 2014)
Attachment H – FormAA10 – Design-Build List of Subcontractors Additive/Deductive

ATTACHMENT H
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Orion Construction / Balboa Construction JV, a corporation, as principal, and Western Surety 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 Eighteen Million Three Hundred Sixty-Seven Thousand Dollars and 00/100 (\$18,367,000.00) for the faithful performance of the annexed contract, and in the sum of Eighteen Million Three Hundred Sixty-Seven Thousand Dollars and 00/100 (\$18,367,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Catalina 12" Cast Iron Main and Catalina Sewer Main**; Proposal Number **K-15-1319-MAC-3**, 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.

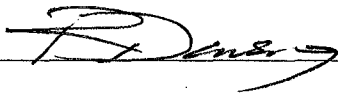
CONTRACT FORMS ATTACHMENTS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated May 12, 2015

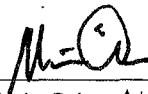
Approved as to Form

Orion Construction / Balboa Construction JV
Principal

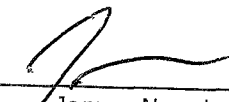
By 

Richard Dowsing, President
Printed Name of Person Signing for Principal

Western Surety Company
Surety

By 
Maria Guise, Attorney-in-fact

Approved:

By: 
James Nagelvoort
Public Works Director
Public Works - Engineering

1455 Frazee Road, Suite 300
Local Address of Surety

San Diego, CA 92108
Local Address (City, State) of Surety

(619) 682-3510
Local Telephone No. of Surety

Premium \$ 113,019.00
Premium is for contract term and subject to
adjustment based on final contract price.

Bond No. 58725405

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On MAY 12 2015 before me, John Richard Flores JR., Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

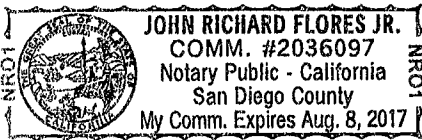
personally appeared Maria Guise
Name(s) of Signer(s)

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 he/she/it executed the same in his/her/its authorized capacity, and that by his/her/its 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.

Signature John Richard Flores JR.
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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

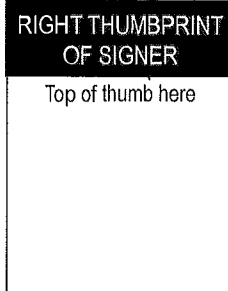
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

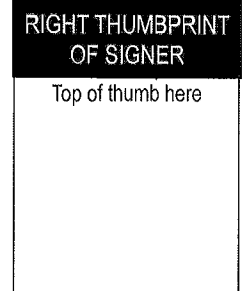
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Surety Company

Signer's Name: _____

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



Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence F Mc Mahon, James Baldassare Jr, Sarah Myers, Maria Guise, Lilia Robinson, Charlotte Aquino, Jennifer L Clampert, Janice Martin, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of January, 2013.

WESTERN SURETY COMPANY

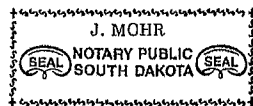


Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of January, 2013, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of May, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@saniego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "1" REQUEST FOR PROPOSAL (RFP)



FOR

CATALINA 12" CAST IRON MAIN AND CATALINA SEWER MAIN

RFQ NO.:	12MCL100
PROPOSAL NO.:	K-15-1319-MAC-3
TASK ORDER NO.:	14
SAP NO. (WBS/IO/CC):	S-12008 / B-13216
CLIENT DEPARTMENT:	2011 / 2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	JA / KB

PROPOSAL DUE:

**12:00 NOON
MARCH 18, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, 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.

B. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Section 2, ‘PROJECT VALUE’, page 4, subsection 2.1, **DELETE** in its entirety and **SUBSTITUTE** with the following.

2.1 The City’s estimate of the Contract Price including the City’s Contingency is **\$15,000,000**.

2. To Section 3, ‘CONTRACT TIME’, page 4, subsection 3.1, **DELETE** in its entirety and **SUBSTITUTE** with the following.

3.1 The Project shall be completed within **600 Working Days** from the NTP.

3. To Section 12, ‘SUBMITTAL REQUIREMENTS’, page 10, subsection 12.6.1.1, **DELETE** in its entirety and **SUBSTITUTE** with the following:

12.6.1.1 A maximum of 30 points will be assigned for the Contract Price (Base Proposal plus Additive Alternate 1) as proposed. The lowest total estimated Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total estimated Contract Prices compare with the lowest:

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

4. To Section 16, ‘REQUIRED DOCUMENT SCHEDULE’, subsection 16.2, **ADD** the following:

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
18.	PROPOSAL SUBMITTAL DATE/TIME	ALL DESIGN -BUILD FIRMS	Form AA10 – Design-Build List of Subcontractors Additive/Deductive		√

5. To ATTACHMENT "A", Project Description, Scope of Work and Technical Specifications (Bridging Documents), page 60, Section 42, Supplemental Requirements, **ADD** the following:

42.16. The price proposal shall be for a Base Proposal and Additive Alternate 1 as shown in the bridging documents (Addendum1\Design Build Location Map (02-12-2015).pdf, and Addendum1\Constraints Map and Hydraulics Rev 2-17-15.pdf). Bridging Documents for this project are available at:

<ftp://ftp.sannet.gov/OUT/Catalina%20MACC/Bridging%20Documents/>

6. To ATTACHMENT G – Proposal Forms, pages 162 through 163, Price Proposal Forms, **DELETE** in their entirety and **SUBSTITUTE** with pages 4 through 5 of this Addendum.
7. To ATTACHMENT G – Proposal Forms, Price Proposal Forms, **ADD** page 6 of this Addendum.
8. To ATTACHMENT H, page 168, Performance Bond and Labor and Materialmen's Bond, **DELETE** in its entirety and **SUBSTITUTE** with page 7 of this addendum.

James Nagelvoort, Director
Public Works Department

Dated: *February 20, 2015*
San Diego, California

JN/BD/ls

PROPOSAL DOCUMENTS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Catalina 12" Cast Iron Main and Catalina Sewer Main**, for the City of San Diego, in accordance with these contract documents for the lump sum Design-Build Proposal prices listed below. The Design-Builder guarantees the lump sum Design-Build Proposal 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	Unit	Unit Price	Extension
BASE PROPOSAL						
1	541330	Design Services	1	LS	 	\$
2	237110	Construction Services	1	LS	 	\$
3		City Contingency (See Section 1-2, "TERMS AND DEFINITIONS" in The WHITEBOOK for Allowances) – Type II	1	AL	 	\$900,000.00
ADDITIVE ALTERNATE 1						
1	541330	Design Services	1	LS	 	\$
2	237110	Construction Services	1	LS	 	\$

Total Design-Build Proposal Amount (Base Proposal, Item No. 1 through Item No. 3 + Additive Alternate 1, Item 1 through Item 2, inclusive):
\$ _____

Total Design-Build Proposal Amount ((Base Proposal, Item No. 1 through Item No. 3 + Additive Alternate 1, Item 1 through Item 2, inclusive))
written in words:

PROPOSAL DOCUMENTS

The Design-Builder: _____

Title: _____

Signature: _____

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

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

NOTES:

- A. After the selection has been made, the City may award the task order for 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.
- F. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

PROPOSAL FORMS

**DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY
ADDITIVE/DEDUCTIVE ALTERNATE
(USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement 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, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

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

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

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

Request for Proposal (Rev. Oct. 2014)
Attachment H – FormAA10 – Design-Build List of Subcontractors Additive/Deductive

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "2"

REQUEST FOR PROPOSAL (RFP)

FOR



CATALINA 12" CAST IRON MAIN AND CATALINA SEWER MAIN

RFQ NO.:	<u>12MCL100</u>
PROPOSAL NO.:	<u>K-15-1319-MAC-3</u>
TASK ORDER NO.:	<u>14</u>
SAP NO. (WBS/IO/CC):	<u>S-12008 / B-13216</u>
CLIENT DEPARTMENT:	<u>2011 / 2013</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>JA / KB</u>

PROPOSAL DUE:

**12:00 NOON
MARCH 18, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, 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.

B. BIDDER'S QUESTIONS

- Q1.** Bridging Docs for the Harbor Dr. Fiber Optic line show 3" conduit in 16" waterline trench however RFP item 42.3 (page 59 of 168) requires FO conduit to be in a separate trench. Which is correct?
- A1.** Separate trench as per RFP.
- Q2.** Is high lining required for any of the water mains that do not have service laterals? If so, what size is required?
- A2.** The Design-Builder shall make these determinations as part of the work. See RFP Page 60, Sections 42.9, 42.10 and 42.11.
- Q3.** RFP - Fiber Optic, Existing Pipeline Route Images pages 5 & 7, where and how does the FO terminate at the Catalina SP Communications Building? Same Question for the Point Loma PS start point.
- A3.** The Design-Builder shall make these determinations as part of the work. See RFP Page 59, Sec 42.3.
- Q4.** RFP Planning Study Figure 3-6, the proposed East/West running line that feeds the Navy meters along Mills street is called out as both a 16" PVC and 24" CMLCS. Which is correct?
- A4.** The Design-Builder shall make this determination as part of the work. See RFP Page 59, Sec 42.2.
- Q5.** RFP Planning Study Figure 3-6, the proposed East/West running line that feeds the Navy meters along Mills street crosses the proposed north south running 16" PVC line. Is there to be an interconnection with a cross and four-way valve cluster at this location?
- A5.** The Design-Builder shall make this determination as part of the work. See RFP Page 59, Sec 42.2.
- Q6.** RFP Planning Study Figure 3-6, The new Catalina SP 24" outlet line crosses the proposed North/South running 16" PVC line . Is there to be an interconnection with a cross and four-way valve cluster at this location?

- A6.** The Design-Builder shall make this determination as part of the work. See RFP Page 59, Sec 42.2.
- Q7.** RFP Planning Study Figure 3-6, calls out relocating the existing 10" Water Riser/Meter which appears to serve the Navy. The proposed 24" CMLCS appears to be able to bypass the existing meter. Is the 24" required to have a by-pass of the meter and if so should there be a 24" isolation valve, or should the proposed 24" CMLCS retain the current configuration and route only through the existing 10" meter with no by-pass?
- A7.** The Design-Builder shall make this determination as part of the work. See RFP Page 59, Sec 42.2.
- Q8.** RFP Planning Study Figure 3-6, indicates that the existing 16" drain line that crosses Catalina Blvd is to remain. With the addition of the 18" storm drain line, will the 16" drain line be abandoned?
- A8.** The Design-Builder shall make this determination as part of the work. See RFP Page 59, Sec 42.2.
- Q9.** There appears to be a discrepancy between RFP Planning Study Figure 3-6 and Catalina SP Renovation Utility Plan C-4 (37040-07-D), diamond shaped callouts 3, 13, and 18. There appears to be three short East/West running segments of the old 12" CI pipelines that will remain after the completion of the Catalina SP project and are not shown to be replaced by this project. Are they to be replaced?
- A9.** The Design-Builder shall make this determination as part of the work. See RFP Page 59, Sec 42.2
- Q10.** RFP Planning Study Figure 3-6 shows numerous interconnections. Please confirm whether a valve is required on every side of a Tee or Cross. Also, please confirm that all isolation valves are to be the same size as the pipeline they are directly connected to. Finally, please confirm whether any by-passes are required around any Tees or Crosses.
- A10.** The Design-Builder shall make these determinations as part of the work. See RFP Page 59, Sec 42.2

James Nagelvoort, Director
Public Works Department

Dated: *March 9, 2015*
San Diego, California

JN/BD/lis

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "3"

REQUEST FOR PROPOSAL (RFP)

FOR

CATALINA 12" CAST IRON MAIN AND CATALINA SEWER MAIN



RFQ NO.:	12MCL100
PROPOSAL NO.:	K-15-1319-MAC-3
TASK ORDER NO.:	14
SAP NO. (WBS/IO/CC):	S-12008 / B-13216
CLIENT DEPARTMENT:	2011 / 2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	JA / KB

PROPOSAL DUE:

**12:00 NOON
MARCH 24, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, 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.

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

C. BIDDER'S QUESTIONS

Q1. Bridging Docs for the Harbor Dr. Fiber Optic line show 3" conduit in 16" waterline trench however RFP item 42.3 (page 59 of 168) requires FO conduit to be in a separate trench. Which is correct?

A1. Separate trench as per RFP.

Q2. Is high lining required for any of the water mains that do not have service laterals? If so, what size is required?

A2. For bidding purposes, 2" highlining shall be required for the referenced water mains. The Design-Builder shall make corrections as part of the design work and construction scheduling (see RFP Page 60, Sections 42.9, 42.10 and 42.11). It is possible that highlining shall be used for redundancy and/or keeping other areas in service.

Q3. RFP - Fiber Optic, Existing Pipeline Route Images pages 5 & 7, where and how does the FO terminate at the Catalina SP Communications Building? Same Question for the Point Loma PS st art point.

A3. The Design-Builder shall obtain as-builts and perform investigation to make these detail determinations as part of the design work. See RFP Page 59, Sec 42.3.

Q4. RFP Planning Study Figure 3-6, the proposed East/West running line that feeds the Navy meters along Mills street is called out as both a 16" PVC and 24" CMLCS. Which is correct?

A4. No conflict observed. Figure 3-6 shows the proposed referenced water mains on Mills Street stepping down from 24" CMLCS to 16" PVC after the interconnect. For more information the Design-Builder is directed to see RFP page 59, Sec 42.2.

- Q5.** RFP Planning Study Figure 3-6, the proposed East/West running line that feeds the Navy meters along Mills street crosses the proposed north south running 16" PVC line. Is there to be an interconnection with a cross and four-way valve cluster at this location?
- A5.** Yes to both. For more information the Design-Builder is directed to see RFP page 59, Sec 42.2.
- Q6.** RFP Planning Study Figure 3-6, the new Catalina SP 24" outlet line crosses the proposed North/South running 16" PVC line. Is there to be an interconnection with a cross and four-way valve cluster at this location?
- A6.** Yes to both if the question is directed at the 24" CMLCS. For more information the Design-Builder is directed to see RFP Page 59, Sec 42.2.
- Q7.** RFP Planning Study Figure 3-6, calls out relocating the existing 10" Water Riser/Meter which appears to serve the Navy. The proposed 24" CMLCS appears to be able to bypass the existing meter. Is the 24" required to have a by-pass of the meter and if so should there be a 24" isolation valve, or should the proposed 24" CMLCS retain the current configuration and route only through the existing 10" meter with no by-pass?
- A7.** At this proposal stage, bid shall provide by-pass with isolation valve. Referencing CSP Plans 37040-D and RFP Page 59, Sec 42.2, the Design-Builder shall investigate and coordinate with the CSP Project and make final determination as part of the design work.
- Q8.** RFP Planning Study Figure 3-6, indicates that the existing 16" drain line that crosses Catalina Blvd is to remain. With the addition of the 18" storm drain line, will the 16" drain line be abandoned?
- A8.** Yes.
- Q9.** There appears to be a discrepancy between RFP Planning Study Figure 3-6 and Catalina SP Renovation Utility Plan C-4 (37040-07-D), diamond shaped callouts 3, 13, and 18. There appears to be three short East/West running segments of the old 12" CI pipelines that will remain after the completion of the Catalina SP project and are not shown to be replaced by this project. Are they to be replaced?
- A9.** Question #9 referencing diamond shaped callout # 3 is not applicable. In general, Catalina Pipeline Project shall replace all C.I. pipes still in use & connected to the proposed scope. The Design-Builder shall make this determination as part of the design work (see RFP Page 59, Sec 42.2)

- Q10.** RFP Planning Study Figure 3-6 shows numerous interconnections. Please confirm whether a valve is required on every side of a Tee or Cross. Also, please confirm that all isolation valves are to be the same size as the pipeline they are directly connected to. Finally, please confirm whether any by-passes are required around any Tees or Crosses.
- A10.** At this proposal stage, it is assumed that valve of the same size as the connecting pipe shall be required on all sides of tees and crosses. The required size and by-passes are addressed in RFP page 60, Sec 42.7.
- Q11.** Is the SLBE goal for the base bid only or a combination of base bid and Additive Alternate 1?
- A11.** Refer to the 2012 Whitebook, Chapter 10 - General Equal Opportunity Contracting Program Requirements, Section F - Subcontracting, Item 3.

James Nagelvoort, Director
Public Works Department

Dated: *March 12, 2015*
San Diego, California

JN/BD/lis

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@saniego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "4"

REQUEST FOR PROPOSAL (RFP)



FOR

CATALINA 12" CAST IRON MAIN AND CATALINA SEWER MAIN

RFQ NO.:	<u>12MCL100</u>
PROPOSAL NO.:	<u>K-15-1319-MAC-3</u>
TASK ORDER NO.:	<u>14</u>
SAP NO. (WBS/IO/CC):	<u>S-12008 / B-13216</u>
CLIENT DEPARTMENT:	<u>2011 / 2013</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>JA / KB</u>

PROPOSAL DUE:

**12:00 NOON
MARCH 24, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, 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.

B. BIDDER'S QUESTIONS

- Q1.** The sewer main included with this project in Canon Street is over 20' deep. The City Design Guide requires special approval from the Public Utilities Department, Wastewater Collection Division Senior Civil Engineer for mains deeper than 20'. Has this approval been obtained?
- A1.** For bid purposes assume that PUD Senior Engineer approval will be granted to the Design-Builder for sewer mains deeper than 20 feet, per 2013 Sewer Design Guide Sec 2.2.1.5 d.
- Q2.** The sewer main as shown on the predesign map has several sections of pipe that exceed 15 feet in depth shown with sewer laterals connecting them. The Design guide states no laterals shall be connected to mains that exceed 15 feet. Are parallel mains required for these sections or has special permission been obtained to connect the laterals into the main as shown on the predesign map?
- A2.** For bid purposes assume that PUD Senior Engineer approval will be granted to the Design-Builder for the laterals connected to mains that exceed 15 feet, per 2013 Sewer Design Guide Sec 2.2.1.5 d.

James Nagelvoort, Director
Public Works Department

Dated: *March 18, 2015*
San Diego, California

JN/BD/ls

City of San Diego

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov

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ADDENDUM "5"

REQUEST FOR PROPOSAL (RFP)



FOR

CATALINA 12" CAST IRON MAIN AND CATALINA SEWER MAIN

RFQ NO.:	12MCL100
PROPOSAL NO.:	K-15-1319-MAC-3
TASK ORDER NO.:	14
SAP NO. (WBS/IO/CC):	S-12008 / B-13216
CLIENT DEPARTMENT:	2011 / 2013
COUNCIL DISTRICT:	2
PROJECT TYPE:	JA / KB

PROPOSAL DUE:

**12:00 NOON
MARCH 24, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, 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.

B. BIDDER'S QUESTIONS

- Q1. I think there might be some confusion possible between the bidders regarding how the mandatory goal percentages are to be calculated and stated in the price proposal. Since this bid has an Alternate #1 bid schedule, with line items "Design Services" and "Construction Services". Do the mandatory percentage goals – listed on page 4 of the RFP apply to the add alternate separately or combined? Or is the added alternate not being counted at all and to be left completely out of the equation.
- A1. The goal is calculated for the base bid only. As such, refer to Addendum 3, Answer 11, on how subcontracting participation levels are calculated.
- Q2. Also why is there a DVBE requirement for construction services? This has not been required on any of the MACC's since MACC #1 I believe.
- A2. Participation goals are calculated based on availability. Based on the scope of work, available DVBE firms have been identified and goals have been added.
- Q3. Also we noticed a Form (AA-10) may need to be issued to all bidders for equipment/material supplier listing for the additive alternate schedule
- A3. Refer to Addendum 1, item 7.

James Nagelvoort, Director
Public Works Department

Dated: *March 20, 2015*
San Diego, California

JN/RWB/Lad