

City of San Diego

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REQUEST FOR PROPOSAL (RFP)



FOR

STORM WATER PERMANENT BMP RETROFIT PROJECT DESIGN-BUILD CONTRACT

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 5151DB

RFP NO.: _____ K-14-6089-DBA-3

TASK ORDER NO.: _____ 11DB06

SAP NO. (WBS/IO/CC): _____ B-14000

CLIENT DEPARTMENT: _____ 2116

COUNCIL DISTRICT: _____ CITYWIDE

PROJECT TYPE: _____ CC

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

**12:00 NOON
MAY 14, 2014
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST**

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1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) second step (in a 2-step process) in the selection process to provide Design-Build services for the **Storm water Permanent BMP Retrofit Project Design - Build Contract** (Project).
- 1.2. This RFP is being issued to the selected firms for this selection process exclusively. These firms are:
 - 1.2.1. Ahrens Corporation/Lee & Ro.
 - 1.2.2. Arrieta Construction/Tran Consulting.
 - 1.2.3. Cass Construction/Rick Engineering.
 - 1.2.4. Orion Construction/Harris & Associates.
 - 1.2.5. Ortiz Corporation/RBF.

Proposals from any other firms will not be considered for this process and will be rejected as unsolicited Proposals.

- 1.3. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal for this Project, and, the terms and conditions governing the Work. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.
- 1.4. 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, 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. Upon receipt by the City, Proposals shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Proposal. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide supply applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
- 1.7. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- 1.8. 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 exhibits, if

awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).

- 1.9. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project’s preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department’s Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2. EQUAL OPPORTUNITY

- 2.1. All information provided and requirements set forth in Section 2 of the Request for Qualifications (RFQ) for the Project shall apply to this RFP process. The Design-Builder shall review the information, data, and documentation provided in the Design-Builder’s Statement of Qualification (SOQ) and changes shall be identified in the Proposal; otherwise the information, as previously submitted, will be deemed complete and accurate.

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

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

- 2.4. Subcontractor Participation:

- 2.4.1. The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	6.6%
2.	ELBE participation	15.7%
3.	Total mandatory participation	22.3%

- 2.4.2. The Design-Builder’s are strongly encouraged to attend the Pre-Proposal Meeting to better understand the Good Faith Effort requirements of this contract. See the City’s document titled “SLBE Program, Instructions For

Bidders Completing The Good Faith Effort Submittal” available at: <http://www.sandiego.gov/eoc/>

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

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

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

3. **PROJECT VALUE**

3.1. The City’s estimate of the Contract Price including stipulated Bid items is **\$1,300,000**.

4. **CONTRACT TIME**

4.1. The Project shall be completed within **300 Working Days** from the NTP.

4.2. Construction activities shall be complete by October 2, 2015.

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

5.1. 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.

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

5.2.1. The rejection of the Proposal.

5.2.2. Removal of the Design-Builder from the short-list.

6. SELECTION AND AWARD SCHEDULE

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

6.1.1. Pre-Proposal Meeting	April 23, 2014
6.1.2. Proposal Due Date	May 14, 2014
6.1.3. Presentations	May 21, 2014
6.1.4. Opening Price Proposals	May 28, 2014
6.1.5. Selection and Notification	June 5, 2014
6.1.6. Limited Notice to Proceed	June 26, 2014

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

See Attachment A.

8. PRE-PROPOSAL ACTIVITIES

8.1. Submission of Questions

8.1.1. The Director or designee of the Public Works Department is the officer responsible for responding to questions and opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents.

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

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

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

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

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

8.2. Pre-Proposal Meeting

- 8.2.1.** A **mandatory** Pre-Proposal meeting will be held on **April 23, 2014**, from 10:00 AM to 11:00 AM, at 1010 Second Avenue, 14th Floor, San Diego, CA, 92101.
- 8.2.2.** All Design-Builders are **required** to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to the RFP. It is not necessary for all members of 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. It is **strongly encouraged** that the design build teams visit each of the sites on their own prior to the Pre-Proposal meeting.
- 8.2.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 7days prior to the Pre-Proposal Conference to ensure availability.
- 8.2.4.** Proposals shall be considered **non-responsive** if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet when such a meeting has been specified to be required.
- 8.2.5.** Firms participating in the Pre-Proposal Meeting and site visit (if any) will not be compensated for their participation.

8.3. Revision to the RFP

The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP will be mailed to all RFP holders. The City reserves the right to extend the date by which the Proposals are due.

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

- 9.1.** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/> Plans and Specifications for this contract are also available for review in the office of the Public Works Contracting Group.
- 9.2.** The Design-Builders shall examine carefully the Project Sites, 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. Due to the nature of this Project, it is highly recommended to visit all nine (9) Project Sites to gain knowledge and familiarity of sites' conditions.

10. CHANGES TO THE SCOPE OF WORK

- 10.1.** The Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the Scope, Contract Amount, or Contract Time, and shall obtain

City's written consent to the change prior to making any changes. In no event shall City's consent be construed to relieve the Design-Builder from its duty to render all Work and Services in accordance with applicable laws and accepted industry standards.

11. DESIGN SUBMITTALS

11.1. The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by The Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

12. BONDS AND INSURANCE

12.1. Prior to the award of the Contract (or Task Order), the Design-Builder 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.

13. SUBMITTAL REQUIREMENTS

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

13.2. Technical Proposal Requirements

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

13.2.2. The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 40 one-sided pages (8½" x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.

13.2.3. 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 and submitted with the Proposal.

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

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

13.3. Price Proposal Requirements

13.3.1. This solicitation is for a Lump Sum contract.

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

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

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

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

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

13.4. Submittal Requirements

13.4.1. General

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

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

13.4.1.3. The Design-Builder shall complete and submit all pages in the "Proposal Documents" Section as their Price Proposal per the schedule given under “Required Documents Schedule.” The

Design-Builder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Proposal. The entire specifications for the proposal package do not need to be submitted with the proposal.

- 13.4.1.4. Proposals and certain other forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Design-Builder and the appropriate State Contractors License designation which the Design-Builder holds.
- 13.4.1.5. Proposals may be withdrawn by the Design-Builder prior to, but not after, any of the Proposals received by the City have been opened. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- 13.4.1.6. Proposals or modifications received after the hour and date specified on the cover of this RFP may cause the Design-Builder's Proposal to be rejected as non-responsive.
- 13.4.1.7. Failure to comply with the requirements of this RFP may result in disqualification.

13.4.2. Technical Proposal

- 13.4.2.1. The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- 13.4.2.2. The Technical Proposal must contain: one executed original, clearly marked as "Original" on the cover, seven (7) paper copies of the Proposal, and one (1) searchable Portable Document Format (PDF) copy of the Proposal stored on Compact Disc (CD) or Digital Video Disc (DVD). The following information will be clearly marked on the outside of each package:
 - Name of Design-Builder
 - Project Title
 - "Technical Proposal" Package Number (for example: "1 of 16")
 - Marked "**CONFIDENTIAL**" (in red)
- 13.4.2.3. Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with ATTACHMENT G.

13.4.3. Price Proposal

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

- 13.4.3.2. Submittal of the Price Proposal after the date stipulated in this section will be cause for rejection of the entire Proposal and disqualification of the Design-Builder for this selection process.
- 13.4.3.3. The Price Proposal shall be submitted in sealed packages with the following information clearly marked on the outside of each package:

Name of Design-Builder

Project Title

“Price Proposal” Marked “**CONFIDENTIAL**” (in red)

13.4.4. Review of Technical Proposal

- 13.4.4.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.
- 13.4.4.2. Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. The purpose of the presentation is for the Panel to ask questions and to seek clarifications about the Proposal. It also provides an opportunity for the Design-Builder to elaborate on and highlight significant parts of the Proposal. This schedule will be on a "random draw" basis and has no bearing on the potential for award.

13.4.5. Technical Presentation

- 13.4.5.1. The interview will consist of a (30) minute presentation by the Design-Builder and (30) minutes of questions by the Panel. The presentation shall be presented by the Design-Builder’s key personnel who will be continuously involved on site or in San Diego, in relative proportion to their level of involvement.
- 13.4.5.2. The Design-Builders are responsible for bringing any and all equipment and materials that are required for the presentation. The City will not provide any equipment or materials for presentations.

14. SELECTION CRITERIA

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

14.2. Final Selection (Weighted Criteria)

- 14.2.1. Based on the Design-Builder's Proposal and the follow-up presentation 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:

- 14.2.1.1. A maximum of 50 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:

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

- 14.2.1.2. A maximum of 50 points will be assigned for the qualitative criteria noted in ATTACHMENT G of this RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.

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

- 14.2.1.4. 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 80 points, then that Proposal would receive $(1 - ((105 - 100) / 100)) \times 80 = 76$ 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 80/20 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	Avg. Composite Rating	Qualitative Score (20Max)	Price Proposal	Price Score (80 Max)	Total Score (100 Max)
A	85.00	17.00	\$105	76.00	93.00
B	88.00	17.60	\$130	56.00	73.60
C	50.00	14.60	\$100	80.00	90.00
Note: All figures will be rounded off to two decimal places.					

15. OPENING OF PRICE PROPOSALS

- 15.1.** After the technical proposals have been evaluated and scored in accordance with Attachment “B”, the City will open the price proposals and make the award to a Contractor in accordance with the criteria set forth in Section 5.6 Final Selection. The City will announce the selected firm via email notification to all participants indicating, as applicable, the average composite rating, qualitative score, price proposal, price score, total score, and rank for all proposers evaluated. The written notification to the proposers shall constitute the public announcement of the selected firm. In the event that the selected firm is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected firm.
- 15.2.** Technical proposals, price proposals, and any other documentation submitted for this project are available for review upon request.

16. POLICIES, PROCEDURES AND GUIDELINES

- 16.1.** The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.
- 16.2.** A Ranking Panel (Panel) will be established for this Project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at large, as required and other agencies e.g., the State Water Resource Control Board, etc.).
- 16.3.** The Panel will review all proposals received and, when required, interview each Design-Builder in accordance with Section 13.4.5, “Technical Presentation,” of this RFP. Based on the Design-Builder's Proposal, interview and the Project’s Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications in a public meeting. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee.
- 16.4.** The Mayor or designee will make the final recommendation to City Council concerning the proposed agreement. The City Council has the final authority to approve the Contract.

17. ADDITIONAL TERMS AND CONDITIONS

- 17.1. Protests.** A Design-Builder may protest the award of a Task Order to another Design-Builder in accordance with San Diego Municipal Code section 22.3017.
- 17.2. Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its Statement of Qualifications (SOQ) and Proposal without the written consent of the City, which will not be unreasonably withheld. The Design-Builder shall not change or substitute any Subcontractor or Supplier identified in its SOQ and Proposal without written consent of the City.

- 17.3. Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which would be adjusted as mutually agreed upon by the City and the Design-Builder.
- 17.4. Submittal of “Or Equal” Items.** See 4-1.6, “Trade Names or Equals” in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 17.5. Subcontract Limitations.** The Design-Builders shall perform not less than 50% of all work contemplated under this RFP. Failure to comply may render the Proposal **non-responsive**.
- 17.6. San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 17.7. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 17.7.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 17.7.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 17.7.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 17.7.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 17.7.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by Contractors and subcontractors performing public works contracts.
- 17.7.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 17.7.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 17.8. Payroll Records.**
- 17.8.1.** The Design-Builder's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§1771.5(b) and 1776. These require, in part, that the Design-Builder and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

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

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

17.9.1. State Prevailing Wage Requirements.

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

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

17.9.1.3. The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

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

17.10. Working Hours.

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

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

17.11. Reference Standards:

17.11.1. Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	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		

17.11.2. The Work shall be completed in accordance with the City of San Diego Low Impact Design Manual, Doc. No. PITS070111-01 (July 2011).

17.11.3. The Work shall be completed in accordance with the City of San Diego Storm Water Standards (Jan. 20, 2012).

18. REQUIRED DOCUMENT SCHEDULE AND FORMS

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

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

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

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

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

REQUIRED DOCUMENT SCHEDULE

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

REQUIRED DOCUMENT SCHEDULE

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 		
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms - Agreement		
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contract Forms – Performance Bonds and Labor and Materialmen’s Bond		
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Certificates of Insurance and Endorsements		
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - Drug-Free Workplace		
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractor Certification - American with Disabilities Act		
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY PROPOSER OF CONTRACT FORMS	APPARENT LOW PROPOSER	Contractors Standards - Pledge of Compliance		

REQUIRED DOCUMENT SCHEDULE

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

ATTACHMENT A

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

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

PUBLIC WORKS DEPARTMENT

1. Project Description:

- 1.1. The Municipal Storm Water Permits, Order No. 2001-01 and R9-2007-0001, issued to the City by the San Diego Regional Water Quality Control Board (Regional Board) require installation of permanent storm water Best Management Practices (BMPs) to remove pollutants from storm water runoff to the maximum extent practicable. The Regional Board found the original BMPs built on eight (8) City public facilities to be ineffective or missing due to either design flaw or construction flaw.
- 1.2. The purpose of this Project is to retrofit and/or install BMPs at the eight (8) public facilities to bring them into compliance with storm water regulations, and in some cases as noted below, to exceed the requirements of applicable storm water regulations to serve as Enhanced Compliance Actions under the State Water Resources Control Board Water Quality Enforcement Policy (May 20, 2010). In addition to these public facilities, the Project includes design and installation of a BMP at a ninth public facility (Cesar Chavez Community Center) to serve as an Enhanced Compliance Action. The Regional Board requires a firm deadline for achieving 100% construction of this Project so the Design-Builder is responsible for initiating construction activities within six months of issuance of the Limited Notice to Proceed at one of the sites and completing all construction activities by October 2, 2015.
- 1.3. The City conducted initial field observations and review of available project records to assess each site condition and potential BMP deficiencies. Based on this initial investigation, the City has developed BMP concepts.
- 1.4. The Design-Builder shall be required to evaluate the City's BMP concepts and develop BMP retrofits design based on the City's BMP concepts. Any deviations from the City's BMP concepts shall achieve substantially the same level of treatment as the City's BMP concepts, and are subject to the City's review and approval.
- 1.5. The Design-Builder is required to complete all construction activities by October 2, 2015. A recommended schedule is provided in Appendix 1 of Attachment A.

2. Scope of Work:

- 2.1. The Design-Builder shall be required to conduct surveys, perform geotechnical studies, prepare storm water documents in accordance with the Regional Board requirements, prepare full size plans, specifications, as-built plans, low impact design and construction for all 9 sites described below. It is the Design-Builder's responsibility to conduct any additional investigations, analysis, studies and calculations as necessary to size and design the BMPs to meet the recommended concepts stated below. Additionally, the Design-Builder shall provide an owner operation and maintenance manual for each permanent BMP. It is the Design-Builder's responsibility to conduct

any additional investigations, analysis, studies and calculations as necessary to size and design the BMPs to meet the recommended concepts stated below.

- 2.2.** The Design-Builder will be required to complete the City's Permanent BMP Construction CIP Certification form for each of the 9 sites. The form will be provided during construction.
- 2.3.** Central Police K-9 Facility- The Central Police K-9 Facility is located near the intersection of Home Avenue and Federal Boulevard. The site includes a parking lot and small roof area totaling approximately 21,000 square feet. The existing detention basin is intended (per the WQTR) to provide treatment for runoff from the impervious areas.
 - 2.3.1.** BMP Deficiency: The existing detention basin east of the K-9 facility is not configured to provide detention or treatment of runoff. Additionally, runoff from the majority of the developed portion of the site (as detailed in the WQTR) does not flow to this detention area. The WQTR provided limited and sometimes conflicting information about the design of the east detention basin. During the field inspection, no riser pipe or other outlet structure was identified in the eastern detention basin (although the vegetation was overgrown in much of the basin). Though not clearly identified in the WQTR exhibit, field inspection indicated that the southwest corner of the basin may be designed as a spillway.
 - 2.3.2.** BMP Retrofit Recommendations: Accumulated sediment in the detention basin should be removed to restore the designed detention volume for water quality treatment and peak flow attenuation. This sediment removal process should also include clearing of the blocked 12-inch PVC inlet pipe to the basin. Woody vegetation that has accumulated in the detention basin over time should be removed along with the sediment. Inspection of the detention basin raised concerns that the spillway berm may be below the elevation of a riser pipe outlet. The retrofit process should include verification of the basin's outlet structures to ensure proper function.
- 2.4.** Central Police Facility Vehicle Maintenance - The Central Police vehicle maintenance facility is located at the intersection of Home Avenue and Federal Boulevard. Site impervious area is comprised of rooftops and parking lots, totaling roughly 2 acres of impervious surface. Approximately 1.3 acres of impervious area are treated by a detention basin on the northwest side of the vehicle maintenance area. Runoff from the remaining 0.7 acres drains to the south side of the vehicle maintenance area. The original design proposed treatment of this runoff with cartridge filters. The WQTR recommended the StormFilter cartridge from Stormwater Management Inc. These devices are currently available from Contech Engineered Solutions.
 - 2.4.1.** BMP Deficiency: The number and locations of StormFilter units on the west side of the vehicle maintenance area does not match the exhibit provided in the WQTR. The WQTR exhibit identifies a 1-cartridge filter (to be placed in a small 12-inch by 12-inch inlet) and a 3-cartridge filter on the west side of the driveway entrance to the vehicle maintenance facility. These units were not installed. However, a 2-cartridge filter not shown on the WQTR exhibit was installed just east of the driveway. The drainage paths shown on the WQTR

exhibit indicate the site discharges to the City storm drain at "Outlet 3." If this drainage information is correct, additional BMPs need to be installed on the west side of the driveway to ensure all runoff receives treatment before discharging to the MS4. If the drainage information in the WQTR exhibit is incorrect, the existing 2-cartridge filter BMP may be providing treatment for the entire area.

- 2.4.2.** BMP Retrofit Recommendations: A total of four filter cartridges should be purchased and placed at the site in accordance with the WQTR. One cartridge should be placed in the small 12-inch by 12 inch-inlet and three cartridges should be placed in the manhole on the southwest side of the site. A detailed review and evaluation of the existing storm drain network should be conducted to verify the drainage path prior to purchase and installation of any filter cartridges. It should be noted that these cartridges require scheduled replacement and those cost considerations should be noted for long-term maintenance projections.
- 2.5.** George L. Stevens Senior Center - The George L. Stevens Senior Center is located on 65th Street within the Chollas Creek watershed. The site includes a parking lot and building rooftop totaling roughly 61,000 square feet of impervious area. A proposed vegetated swale was intended to provide treatment of runoff from the total impervious area.
- 2.5.1.** BMP Deficiency: The initial site investigation identified the swale to be ineffective. Planned vegetation in the swale area was not observed. Instead, the swale area was bare. During the supplemental site visit, a major erosion issue was observed in the swale area. This issue was most likely the result of the swale being constructed in a fill slope area along with large berms to the south and east. Two inlets direct parking lot runoff to opposite ends of the swale. While a portion of the swale flows at a gradual 0.5 percent slope toward the outlet structure, another portion of the swale does not flow to the outlet location. As a result, water ponds in the adversely-graded swale area between the southeast inflow inlet and the swale outlet. This dynamic has caused significant erosion and bank failure in the ponding area.
- 2.5.2.** BMP Retrofit Recommendations: The swale should be re-graded so that all portions of the swale convey runoff to the swale outlet location at a minimum 0.5 percent slope. Following the erosion repairs and re-grading activities, the slope area should be stabilized with vegetation, preferably a sodden turf grass. A check dam may be required on the northeast side of the outlet to maintain proper flow from the southwest side of the swale. Given the significant failure of this BMP, design calculations should be analyzed for both the water quality flow and the peak design flow rate that could be conveyed to the swale area. Both water quality treatment calculations and peak flow erosion control (velocity check) calculations should be performed. Since the south side berm was constructed in fill material, installation of a liner below the swale area should be considered to mitigate the potential for future erosion.
- 2.6.** Breen Park - Breen Park is located on Polaris Street in a residential area of the Mira Mesa community. The park, which is located in the Los Penasquitos watershed, includes a mixture of pervious and impervious surfaces, recreational facilities, and a

parking lot. Current BMPs treat only a portion of the existing site impervious area of approximately 58,000 square feet.

2.6.1. BMP Deficiency: The initial site investigation identified four ineffective vegetated swales. Two of the swales are located adjacent to the parking lot and two are located along the park site perimeter. Pursuant to the supplemental site investigation, the swales adjacent to the parking lot are non-existent or poorly graded and the location of curb cuts allows runoff to bypass the proposed treatment BMPs and discharge directly to the storm drain network.

2.6.2. BMP Retrofit Recommendations: To provide for treatment of the 85th percentile runoff and to exceed the applicable water quality requirements to qualify as an Enhanced Compliance Action, landscaped areas in the park are proposed to be converted to bioretention areas to provide a level of treatment above that required at the time the WQTR was approved. Ineffective swales adjacent to the parking lot are proposed to be converted into bioretention areas to provide treatment for the runoff generated by the 85th percentile storm. The landscaped area on the north side of the park entrance is proposed to be converted to a bioretention area to provide additional treatment of existing impervious area that currently discharges from the site with no treatment. Water quality treatment flows will be diverted to the bioretention facilities through curb cuts in the entrance road and parking lot. Site runoff to the two identified swales along the park perimeter receives sufficient water quality treatment and no retrofits are recommended in those areas. Runoff from the minimal contributing impervious area flows over vegetated filter strips prior to discharge to a perimeter drainage system.

2.7. Camino Ruiz Neighborhood Park - The Camino Ruiz Neighborhood Park is located at the terminus of Camino Ruiz on the south side of Los Penasquitos Canyon in the Mira Mesa community. The park includes a mixture of pervious and impervious surfaces, rooftops, recreational facilities, and a parking lot. Current BMPs are ineffective because only a minimal percentage of the site runoff is graded toward the BMPs. Thus, the majority of the site runoff discharges untreated to the adjacent canyons.

2.7.1. BMP Deficiency: The initial site investigation noted that a swale constructed along the entire perimeter of the site was ineffective. Pursuant to the supplemental investigation, it was determined that a small fraction of the site runoff drains to the BMP swale and effectively none of the site's impervious surface drains to the swale. The majority of the swale area is cobble-lined or bare soil. No vegetated swale portions were observed while several erosion issues were observed along the site perimeter interface with the surrounding canyon system. Finally, inadequate site grading and design have caused standing water conditions, which includes significant sediment build-up resulting from decomposed granite (DG) parking stalls.

2.7.2. BMP Retrofit Recommendations: It is not feasible for the existing swale to function as described in the WQTR. Proposed BMPs at the site are recommended and sized to exceed the applicable quality standards in order to qualify as an Enhanced Compliance Action, which exceed the treatment requirements at the time the WQTR was approved. Two bioretention areas are proposed to provide treatment of runoff generated by the 85th percentile storm

from the parking lot area. These facilities are proposed to be installed within existing landscaping areas. Additional storage is required to capture the 85th percentile runoff volume from the north side of the parking area and will be provided in permeable pavement parking stalls adjacent to the proposed bioretention area. Because of the close proximity to adjacent steep slopes, the proposed BMP facilities should be fully lined with impermeable barriers. To reduce the sediment in the site runoff and to prevent surface clogging of the proposed BMP from granite fines, it is strongly recommended that the existing decomposed granite parking stalls be paved over with asphalt. This recommendation would stabilize the drainage area and reduce the sediment load being washed from the site. Prior to implementation, the requirements for the use of decomposed granite in the project permit should be investigated.

2.8. Hilltop Community Park - The Hilltop Community Park is located at the terminus of Oviedo Way in the Rancho Penasquitos community. The park, which is part of the Los Penasquitos watershed, includes a mixture of open vegetated area, impervious surfaces and rooftops, recreational facilities, and a parking lot. No BMPs are present in the parking lot expansion area of the site, which is the focus of the review.

2.8.1. BMP Deficiency: The initial site investigation noted that the proposed inlet filter treatment control BMP was not installed because of insufficient space in the drop inlet. Pursuant to the supplemental site investigation, it was noted that the drain insert space limitation was caused by an improperly designed pipe extension in the drop inlet. In addition, it was noted that a baffle box proposed on the site plans was not constructed. Finally, it was noted that a significant portion of the parking lot expansion runoff discharges directly to the adjacent Oviedo Way untreated. This issue was not addressed in the original design.

2.8.2. BMP Retrofit Recommendations: Proposed BMPs recommended for this site will provide treatment of the 85th percentile storm, well above the treatment requirements specified in the WQTR, in order to qualify as an Enhanced Compliance Action. Two bioretention facilities are proposed to provide for treatment of the majority of the study area. An existing landscaped area near Oviedo Way is proposed to be converted to a bioretention area along with the conversion of three landscaped areas within the existing parking lot area to bioretention areas. The parking lot bioretention areas are proposed to be linked by a narrow bioswale between parking stalls. Additional treatment is proposed to be provided through the conversion of 5 parking stalls to permeable pavement.

2.9. Memorial Skateboard Park - The Memorial Skateboard Park is located at 702 30th Street and consists entirely of impervious surfaces. The skate park is surrounded by Memorial Park, which includes open vegetated areas that could be utilized for stormwater treatment.

2.9.1. BMP Deficiency: No BMPs are shown on plan set 32264-D. An initial site investigation from 2010 indicated that no BMPs were present on the site.

2.9.2. BMP Retrofit Recommendations: Runoff from the site is currently routed to a 12-inch PVC pipe, which conveys flows to the north and connects to an 18-inch RCP pipe that flows west to east through Memorial Park. A subsurface

detention vault is proposed to be installed in line with the existing 12-inch PVC pipe to capture the runoff generated by the 85th percentile storm. Detained runoff is proposed to be reused to irrigate the athletic fields at Memorial Park. Runoff volume in excess of the detention vault capacity is proposed to overflow into an adjacent subsurface infiltration gallery for additional volume reduction and treatment. The depth of the 12-inch PVC ranges from eight feet below the surface, at the point where it exits the skate park, to approximately 5 feet below the surface at the connection to the 18-inch RCP pipe. To provide adequate retention, a detention vault and 2-foot-deep infiltration gallery will be installed below the level of the existing pipe. This project was initially constructed prior to the 2007 Municipal Storm Water Permit, so implementation of the BMP retrofit recommendations will qualify this project as an Enhanced Compliance Action.

2.10. Otay Mesa / Nestor Library Expansion - The library project site consists of a 5,000 square foot building expansion and a 4,600 square foot parking lot expansion. The composite site consists of 24,100 square feet of parking space and 28,100 square feet of additional building and sidewalk impervious areas. Because the building addition and additional parking was an expansion to an existing site, stormwater treatment was only required for the 9,600 square feet of additional impervious surfaces. A vegetated swale was originally proposed to treat the impervious area impacts of the building expansion. That alternative was eventually determined to be infeasible. Instead, a larger portion of the overall parking lot was proposed for treatment in a vegetated swale along the perimeter of south end of the parking lot.

2.10.1. BMP Deficiency: The initial site investigation indicated that one vegetated swale was ineffective and other one was missing (per as-built drawing set 32185-9-D). Pursuant to the supplemental site investigation, the vegetated swale at the southern end of the property was determined to be ineffective while the other swale was not built as detailed above. The existing vegetated swale extends in a straight line along one edge of the parking lot and flows toward a single drain near the center of the swale system. Multiple curb cuts allow runoff to enter the swale from the parking lot. Two of the curb cuts, however, are located within three feet of the outlet drain at the center of the swale system. Therefore, a portion of the runoff from the parking lot directly enters the storm drain system without receiving treatment along the full length of the swale. The northern portion of the swale was not fully vegetated. It was noted that the majority of the parking lot flows directly into the inlet and bypasses the treatment swale.

2.10.2. BMP Retrofit Recommendations: Because of the limited space available at the site and geotechnical issues associated with the proximity to steep slopes, it is recommended that a Filterra type or approved equivalent treatment unit be retrofitted to treat flows from the 85th percentile storm. This exceeds the applicable regulatory requirements and qualifies as an Enhanced Compliance Action. Attempts to retrofit the existing swale, and subsequent infiltration from runoff percolating through the swale, could result in destabilization of the steep adjacent slopes and cause costly damage to the parking lot and Beyer Boulevard at the toe of the slope.

2.11. Cesar Chavez Community Center – Cesar Chavez Community Center is located at 455 Sycamore Road, San Diego, CA, 92173. The San Ysidro subbasin is listed on the Clean Water Act 303(d) List of Water Quality Limited Waterbodies for bacteria, eutrophication, nutrients, organics, pesticides, solids, and trash. A TMDL for sediment and trash for the Tijuana River has been initiated to address the water quality impairments.

2.11.1. BMP Deficiency: This site does not have an existing BMP for storm water treatment because those requirements were not applicable when the site was constructed. A new BMP is to be designed and installed to treat storm water that would typically enter the storm drain system untreated. A location for a proposed bioretention basin has been identified in the fact sheet for the Cesar Chavez Community Center (attached). This BMP will serve as an Enhanced Compliance Action.

2.11.2. BMP Recommendations: The goal of the project is to meet flow control requirements of the San Diego Hydromodification Management Plan (HMP) using a bioretention BMP, which is proposed within the grass and shrub area adjacent to the northwest corner of the parking lot extending west beyond the baseball field. The baseline conditions will assume hydrologic conditions that existed before the contributing 3.31 acre drainage area was developed. The area indicated for the BMP was conservatively estimated using the online sizing calculator and final design work shall determine if the BMP size can be reduced. The following work is part of this RFP: a) continuous simulation modeling to refine the size and design of the BMP, performed according to the HMP and with site specific results for infiltration, b) single ring infiltrometer tests with results corrected based on sorptive characteristics of the soil, c) designing for the conveyance of flow to the BMP from the contributing drainage area, which encompasses the community center parking lot, the north half of the building and the multi-family residential units near the northwest corner of the parking lot, d) design of a pretreatment system such as a vegetated swale that is sized to remove expected debris loads prior to discharge to the bioretention BMP, e) incorporation of flow measurement flumes at the inlet and outlet, with an instrument cabinet for future flow monitoring equipment, f) analysis to demonstrate that the design adequately protects groundwater, and g) design of an outlet structure that achieves treatment of runoff from the 85th percentile storm event, control of flow durations and frequency according to the HMP, and safe bypass conveyance of design peak flows, g) site assessment to evaluate the impact of the BMP size and location on existing infrastructure and the need to relocate existing structures (i.e. light poles, trees). The final side slopes of the detention basin should be 3:1 for maintenance. The interior of the detention basin should be vegetated with native shrubs, plants and grasses.

APPENDIX 1 – SAMPLE PROJECT SCHEDULE

From NTP Date:	
Start Design of Site 1	AAA Days from NTP
Complete Design of Site 1	BBB Days from NTP
Start Construction of Site 1	CCC Days from NTP
Complete Construction of Site 1	DDD Days from NTP
Start Design of Site 2	EEE Days from NTP
Complete Design of Site 2	FFF Days from NTP
Start Construction of Site 2	GGG Days from NTP
Complete Construction of Site 2	HHH Days from NTP
Start Design of Site 3	III Days from NTP
Complete Design of Site 3	JJJ Days from NTP
Start Construction of Site 3	KKK Days from NTP
Complete Construction of Site 3	LLL Days from NTP
Start Design of Site 4	MMM Days from NTP
Complete Design of Site 4	NNN Days from NTP
Start Construction of Site 4	OOO Days from NTP
Complete Construction of Site 4	PPP Days from NTP
Start Design of Site 5	QQQ Days from NTP
Complete Design of Site 5	RRR Days from NTP
Start Construction of Site 5	SSS Days from NTP
Complete Construction of Site 5	TTT Days from NTP
Start Design of Site 6	UUU Days from NTP
Complete Design of Site 6	VVV Days from NTP
Start Construction of Site 6	WWW Days from NTP
Complete Construction of Site 6	XXX Days from NTP
Start Design of Site 7	YYY Days from NTP
Complete Design of Site 7	ZZZ Days from NTP
Start Construction of Site 7	A1A Days from NTP
Complete Construction of Site 7	B1B Days from NTP
Start Design of Site 8	C1C Days from NTP
Complete Design of Site 8	D1D Days from NTP
Start Construction of Site 8	E1E Days from NTP
Complete Construction of Site 8	F1F Days from NTP
Start Design of Site 9	G1G Days from NTP
Complete Design of Site 9	H1H Days from NTP
Start Construction of Site 9	I1I Days from NTP
Complete Construction of Site 9	K1K Days from NTP
Substantial Completion of all Construction	L1L Days from NTP
Total	M1M Days from NTP

APPENDIX 2 - STORM WATER BPMP RETROFIT FACT SHEETS

EXHIBIT A.5
 PERMANENT BMPs RETROFIT – SITE EVALUATION
 SITE: CENTRAL POLICE FACILITY – K-9 UNIT



Site Location

APN	541-251-04-00	Latitude	32° 43' 10.55" N
Date of Field Visit	1/23/13	Longitude	117° 06' 24.33" W
Field Visit Personnel	JH, JW	Street Address	Federal Blvd
Major Watershed	Chollas	Landowner	City of San Diego

Existing BMP Deficiency: The riser pipe may be higher than the berm surrounding the detention facility.

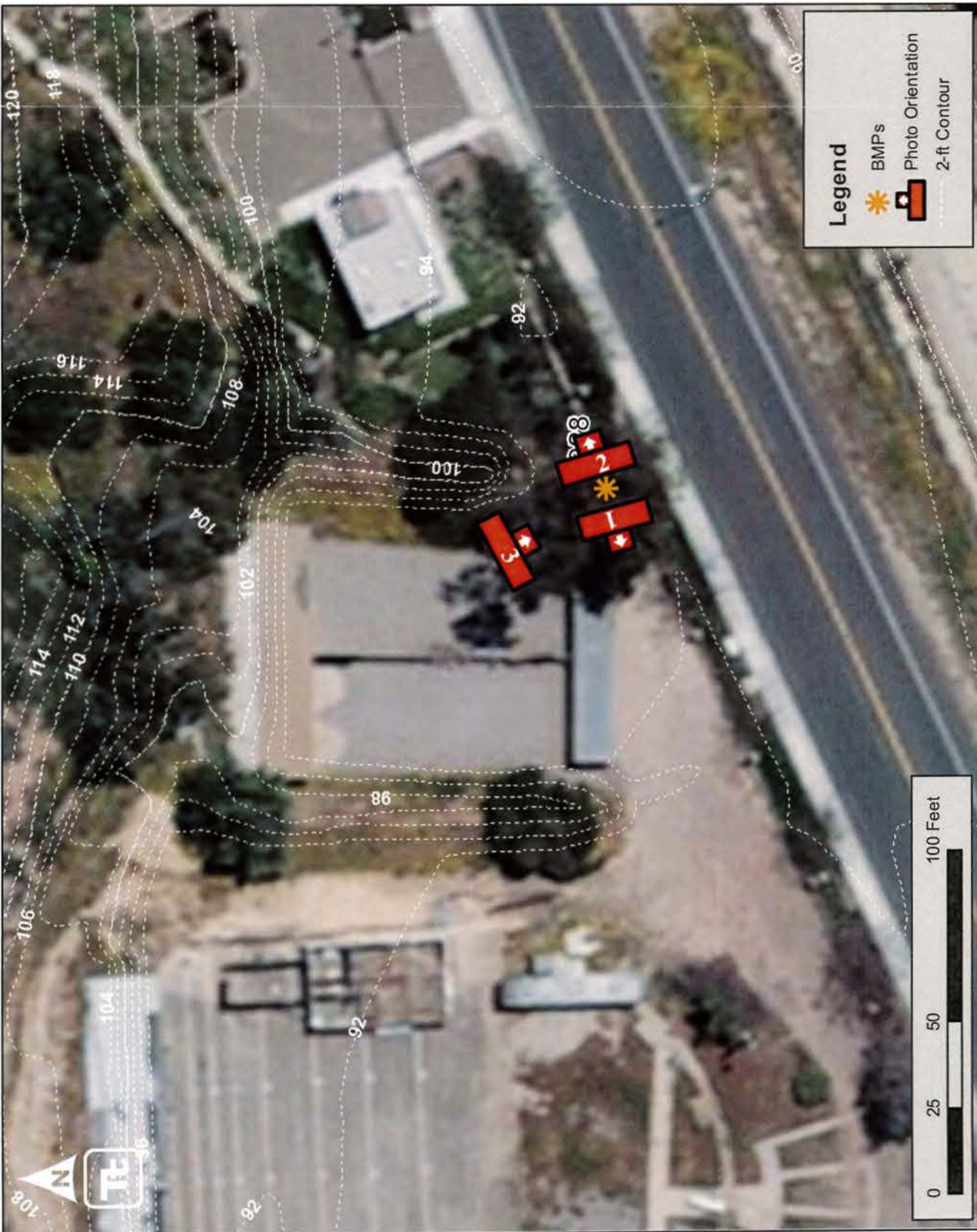
*Retrofit Characteristics

Proposed Retrofit Remove vegetation and excess sediment. Verify freeboard.

Contributing Area Treated 21,345 sf (rooftop and pavement)

Proposed Retrofit Description: Remove woody vegetation from the detention basin. The 12 inch PVC inlet is partially blocked by accumulated sediment. The sediment should be removed to restore the designed detention volume. The depth of freeboard should be verified to ensure that the riser pipe is a sufficient elevation below the lowest point in the berm on the southwest side of the detention basin.

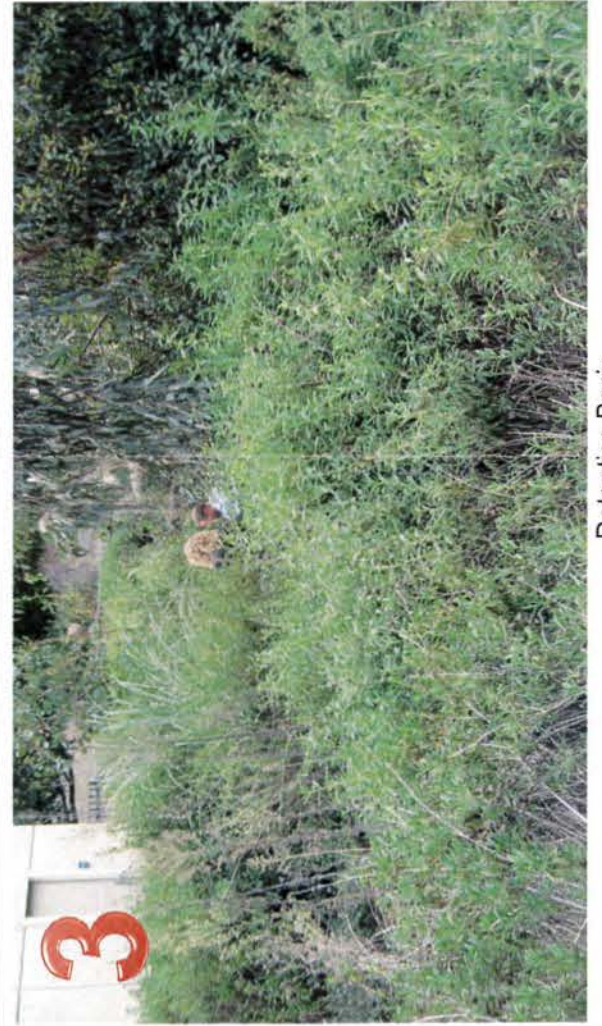
*Retrofit characteristics are based on field observations and GIS data resources available at the time of conceptual design analysis. Note that final design characteristics will be dependent on a detailed site survey and could vary slightly from the conceptual design characteristics.



Detention Basin Inlet



Riser Pipe Outlet



Detention Basin

EXHIBIT A.6
 PERMANENT BMPS RETROFIT – SITE EVALUATION
 SITE: CENTRAL POLICE FACILITY – VEHICLE MAINTENANCE



Site Location

APN	541-251-04-00	Latitude	32° 43' 10.23" N
Date of Field Visit	1/23/13	Longitude	117° 06' 34.82" W
Field Visit Personnel	JH, JW	Street Address	Federal Blvd
Major Watershed	Chollas	Landowner	City of San Diego

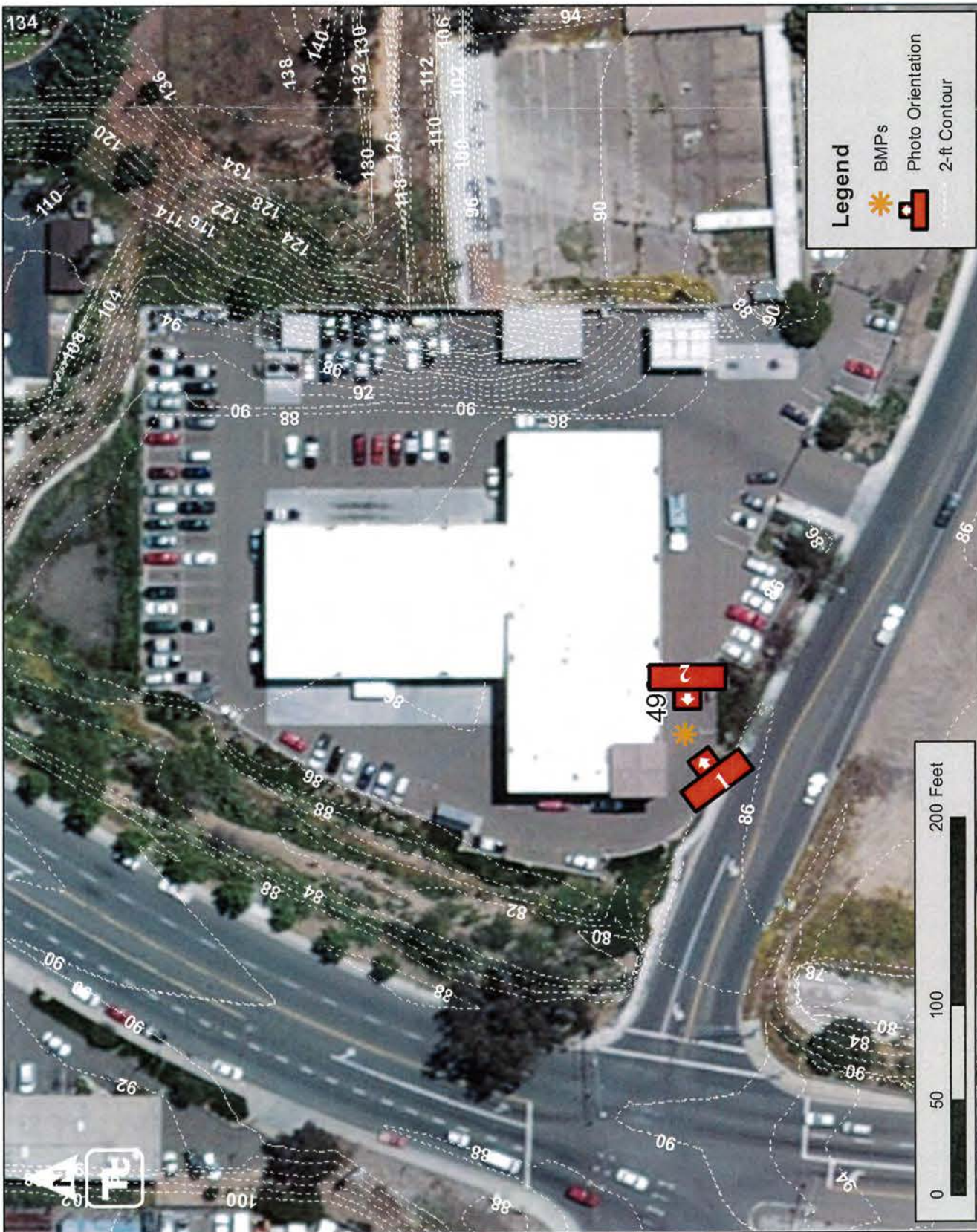
Existing BMP Deficiency: Per the WQTR the site required 1 cartridge catch basin filter and 3 cartridge manhole filters. The filters were not located

* Retrofit Characteristics

Proposed Retrofit	Cartridge Catch Basin Filter
Filter Make/Model	StormFilter Cartridge
Filter Quantity	4
Inlet Length	4'
Inlet Width	4'
Depth	3'

Proposed Retrofit Description: One standard cartridge filter required. Filter will be installed under the inlet grate.

*Retrofit characteristics are based on field observations and GIS data resources available at the time of conceptual design analysis. Note that final design characteristics will be dependent on a detailed site survey and could vary slightly from the conceptual design characteristics.



Manhole for the manhole cartridge filters



Manhole



Example Cartridge Filter

EXHIBIT A.7
 PERMANENT BMPs RETROFIT – SITE EVALUATION
 SITE: GEORGE L. STEVENS SENIOR CENTER



Site Location

APN	5494201700	Latitude	32° 41' 54.44" N
Date of Field Visit	1/23/12	Longitude	117° 03' 30.73" W
Field Visit Personnel	JH, JW	Street Address	65th Street
Major Watershed	San Diego Bay	Landowner	City of San Diego

Existing BMP Deficiency:
 A swale (BMP ID 3213) is ineffective because no established vegetation is present and a portion of the swale is graded away from the outlet. Standing water has caused severe bank failure.

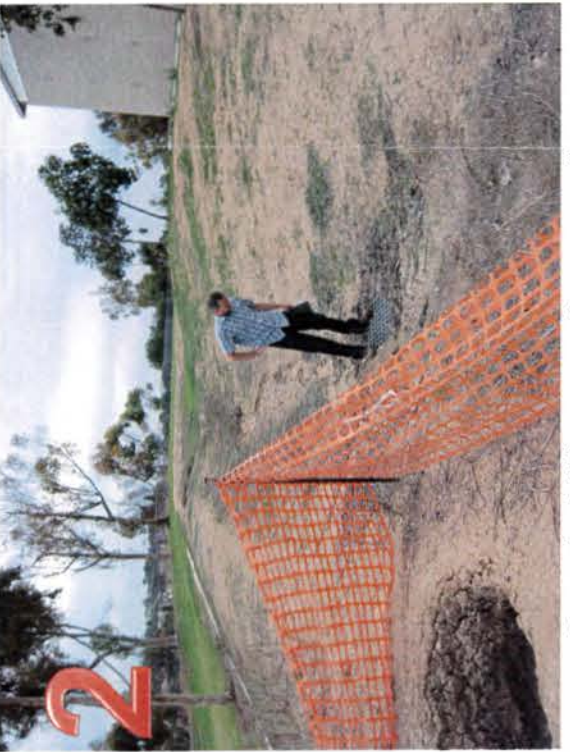
*Retrofit Characteristics

Proposed Retrofit	Repair, regrade, and vegetate existing swale
Contributing Area Treated	~60,700 sf (pavement and rooftop)
Vegetated Swale Dimensions	370 linear feet, 5 ft bottom width, 0.5% slope

Proposed Retrofit Description:

The swale will be repaired and regraded to allow free drainage to the existing outlet structure. The structure may need to be modified to accept flow from the parking lot. The regraded swale will be vegetated to prevent further erosion.

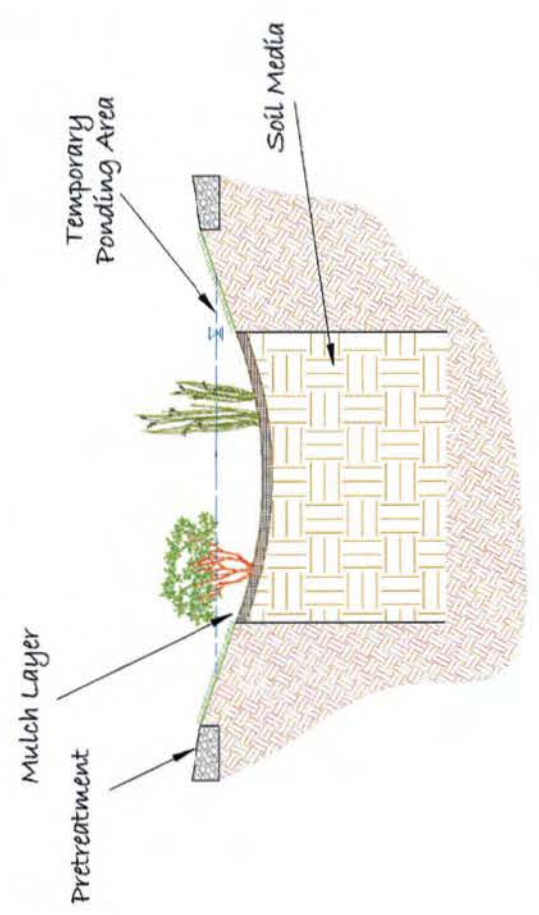
*Retrofit characteristics are based on field observations and GIS data resources available at the time of conceptual design analysis. Note that final design characteristics will be dependent on a detailed site survey and could vary slightly from the conceptual design characteristics.



Poorly-vegetated swale sloped away from inlet

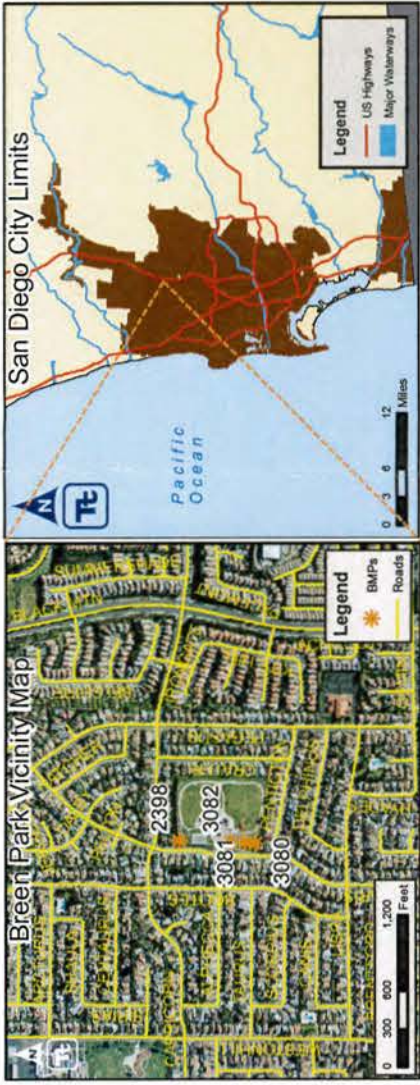


Severe bank failure caused by poor grading



Example swale cross section

EXHIBIT A.8 (PAGE 1 OF 2)
 PERMANENT BMPs RETROFIT – SITE EVALUATION
 SITE: BREEN PARK



Site Location	
APN	3183122700
Latitude	32° 55' 24.19" N
Longitude	117° 07' 47.54" W
Date of Field Visit	1/22/13
Field Visit Personnel	EM, JW
Street Address	Polaris Drive
Major Watershed	Penasquitos
Landowner	City of San Diego

*** Retrofit Characteristics**

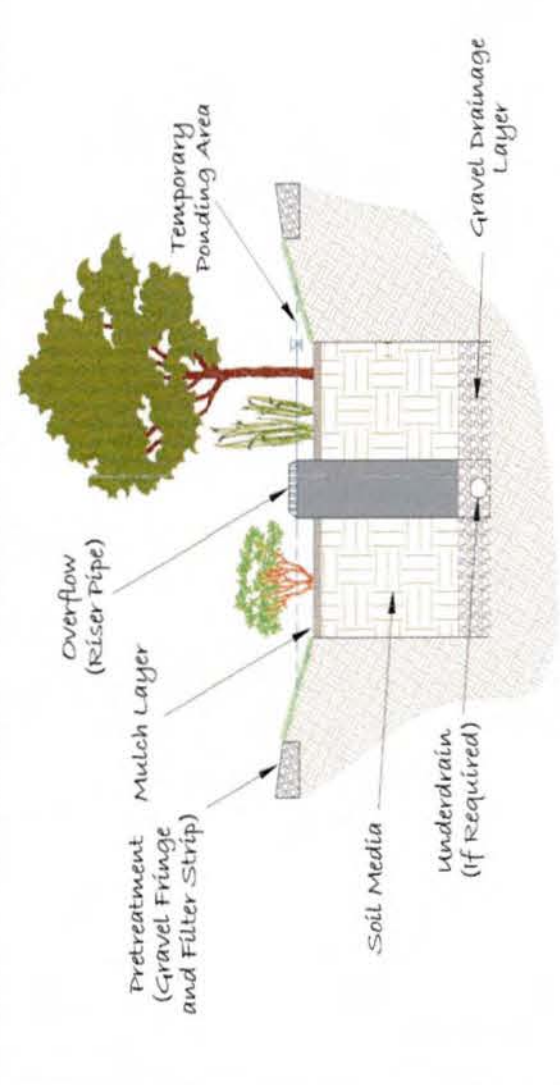
Proposed Retrofit Convert 3081, 3082, and existing green space north of entrance to bioretention

Contributing Area Treated South Catchment: 29,000 sf (pavement/rooftop)
 North Catchment: 29,000 sf (pavement/rooftop)

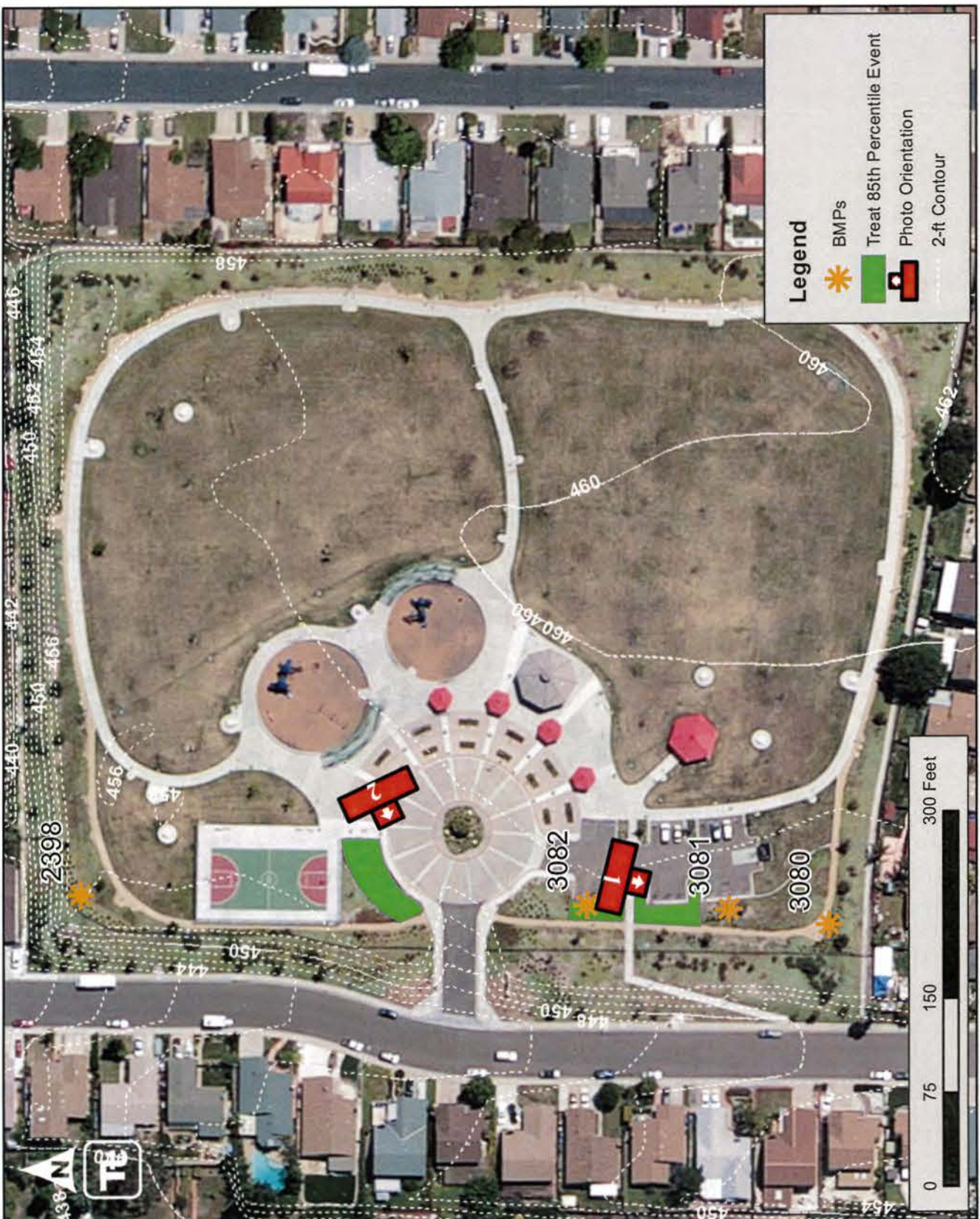
Bioretention Area 3,200 sf (treats 85th percentile event)

Proposed Retrofit Description: Ineffective swales along parking lot will be excavated to provide bioretention. Additionally, a curb cut will be provided to intercept runoff from the turning circle and convey it to a proposed bioretention area on the north side of the entrance. Existing catch basins will serve as outlet structures for the bioretention areas.

*Retrofit characteristics are based on field observations and GIS data resources available at the time of conceptual design analysis. Note that final design characteristics will be dependent on a detailed site survey and could vary slightly from the conceptual design characteristics.



Example bioretention retrofit cross section



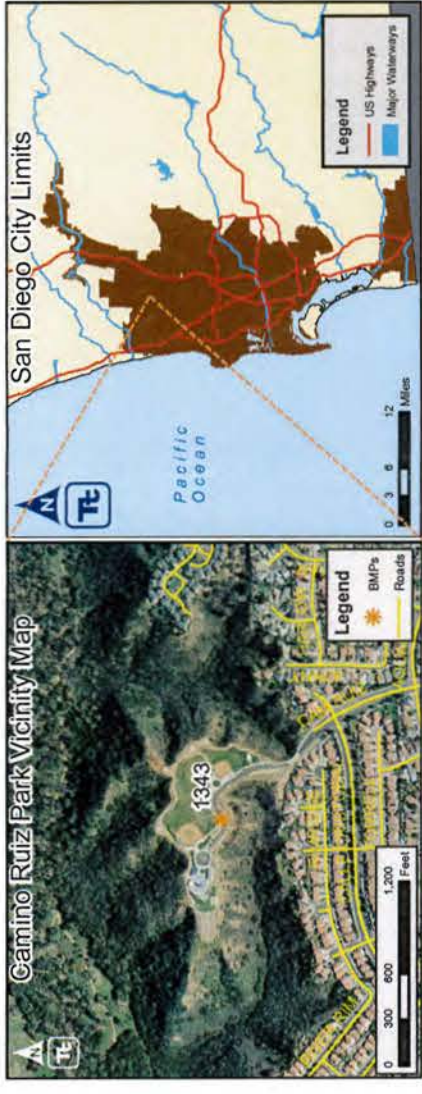
Untreated pavement (to be diverted to proposed bioretention)



Non-existent swale (BMP 3081) to be converted to bioretention



EXHIBIT A.9 (PAGE 1 OF 2)
 PERMANENT BMPs RETROFIT – SITE EVALUATION
 SITE: CAMINO RUIZ NEIGHBORHOOD PARK



Site Location

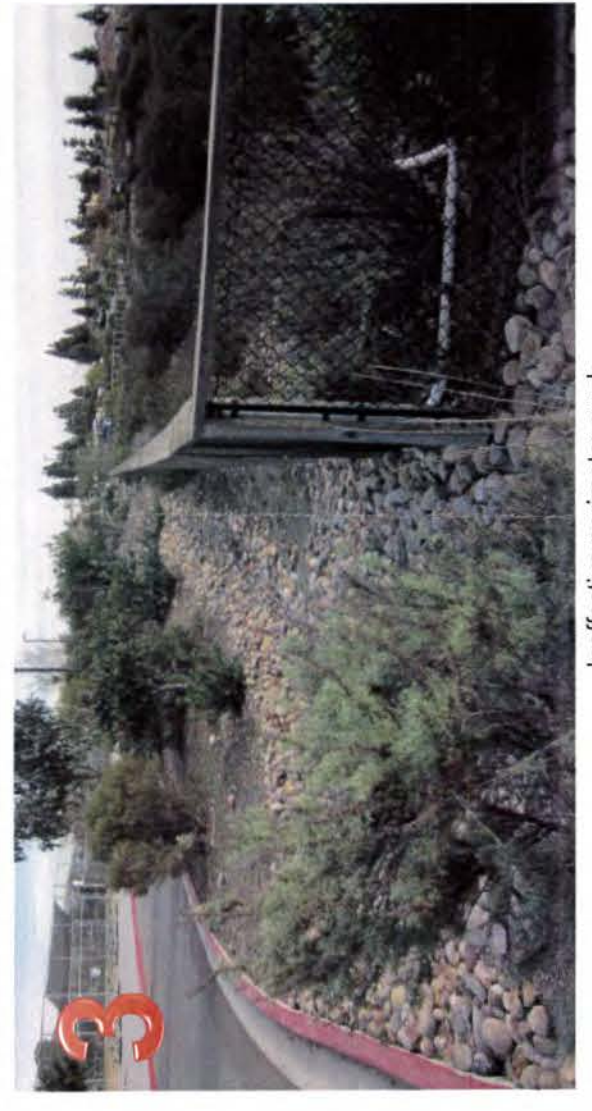
APN	3090409100	Latitude	32° 56' 04.03" N
Date of Field Visit	1/22/13	Longitude	117° 08' 47.56" W
Field Visit Personnel	EM, JW	Street Address	Camino Ruiz
Major Watershed	Penasquitos	Landowner	City of San Diego

Existing BMP Deficiency: A swale along the perimeter of the site (BMP ID 1343) is ineffective. The majority of the swale area is cobble or bare soil and severe erosion is present in some locations. Little, if any, runoff is actually routed to the swale—the majority of runoff appears to bypass directly to an existing catch basin (photograph 1). Poor grading results in standing water in the parking lot.

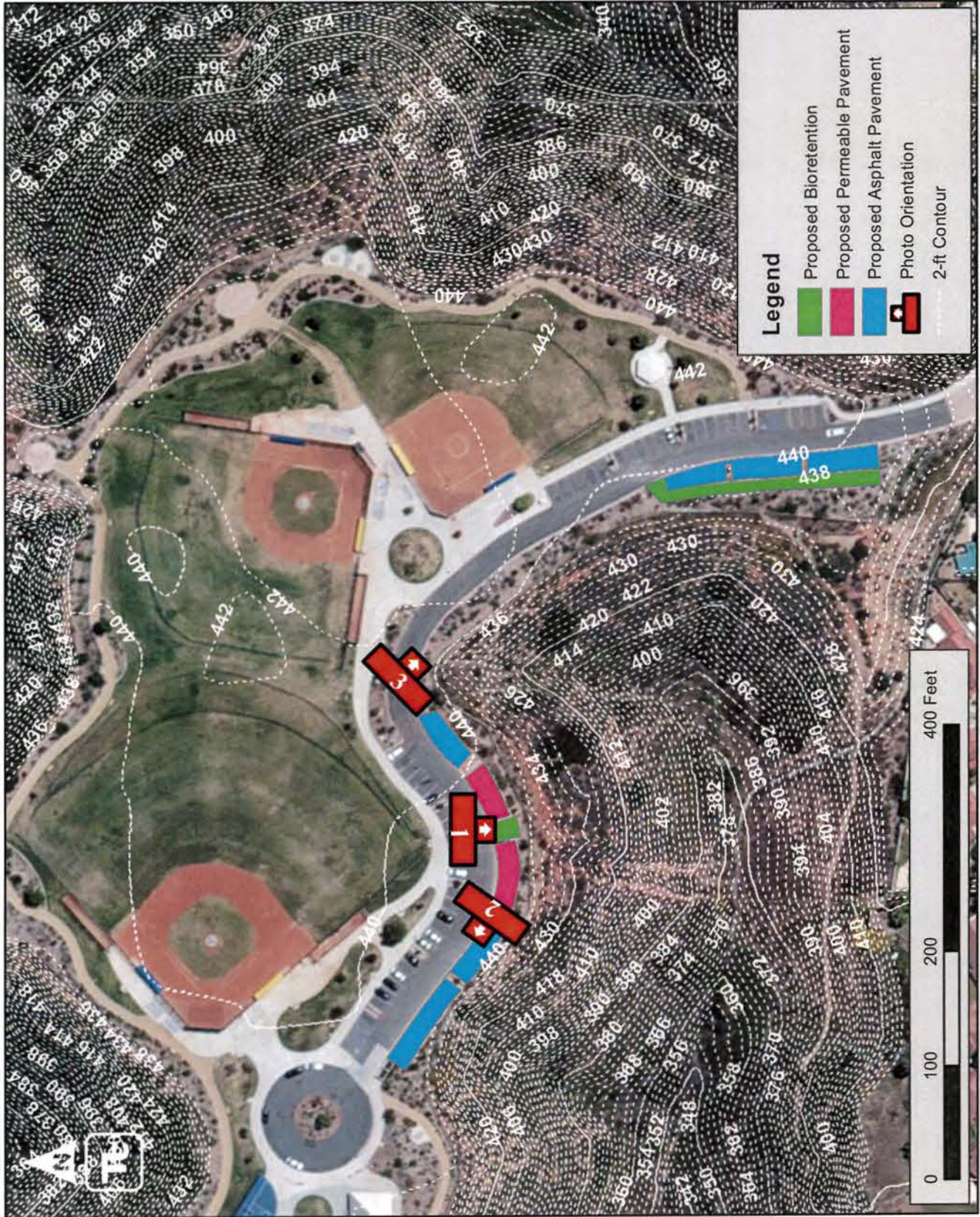
***Retrofit Characteristics**

Proposed Retrofit	Treat 85th %ile event with bioretention and permeable pavement and pave all stalls with 2" of asphalt in addition to Option 1
Contributing Area	North catchment = 27,000 sf South catchment = 37,900 sf
Proposed BMP Area	2,700 sf bioretention + 2,000 sf permeable pavement + 9,200 sf asphalt
Proposed Retrofit Description	Install bioretention in landscaping, using existing catch basin for overflow. Additional storage provided in permeable pavement parking stalls. Stabilize the site and reduces the sediment load by paving all the decomposed granite (DG) parking stalls. This will also reduce clogging.

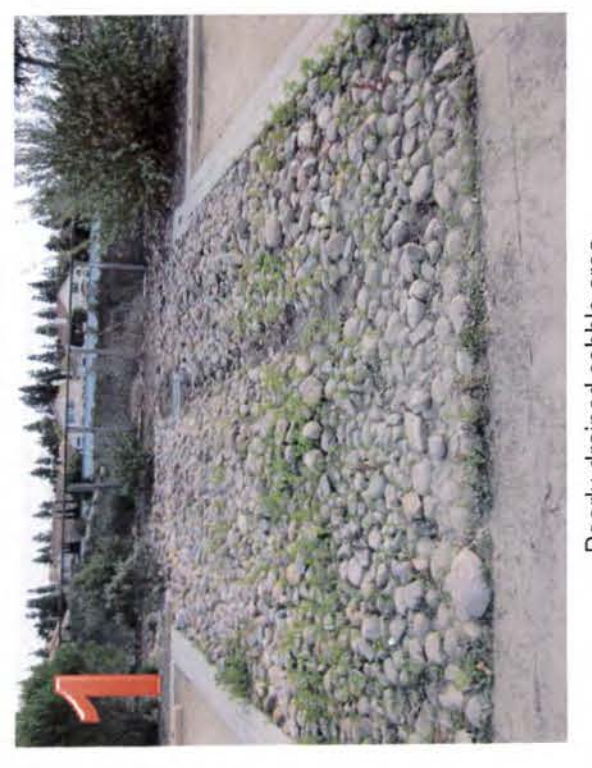
*Retrofit characteristics are based on field observations and GIS data resources available at the time of conceptual design analysis. Note that final design characteristics will be dependent on a detailed site survey and could vary slightly from the conceptual design characteristics.



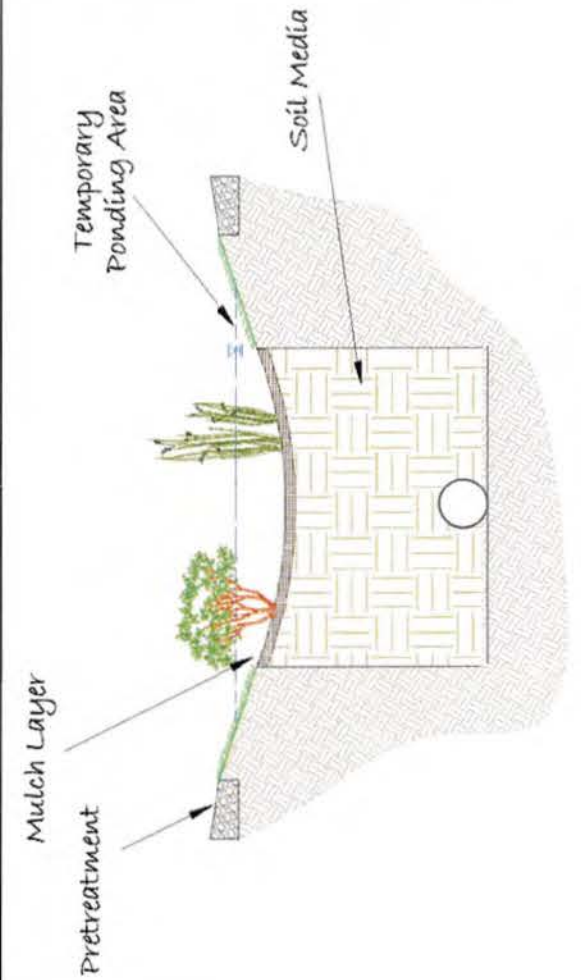
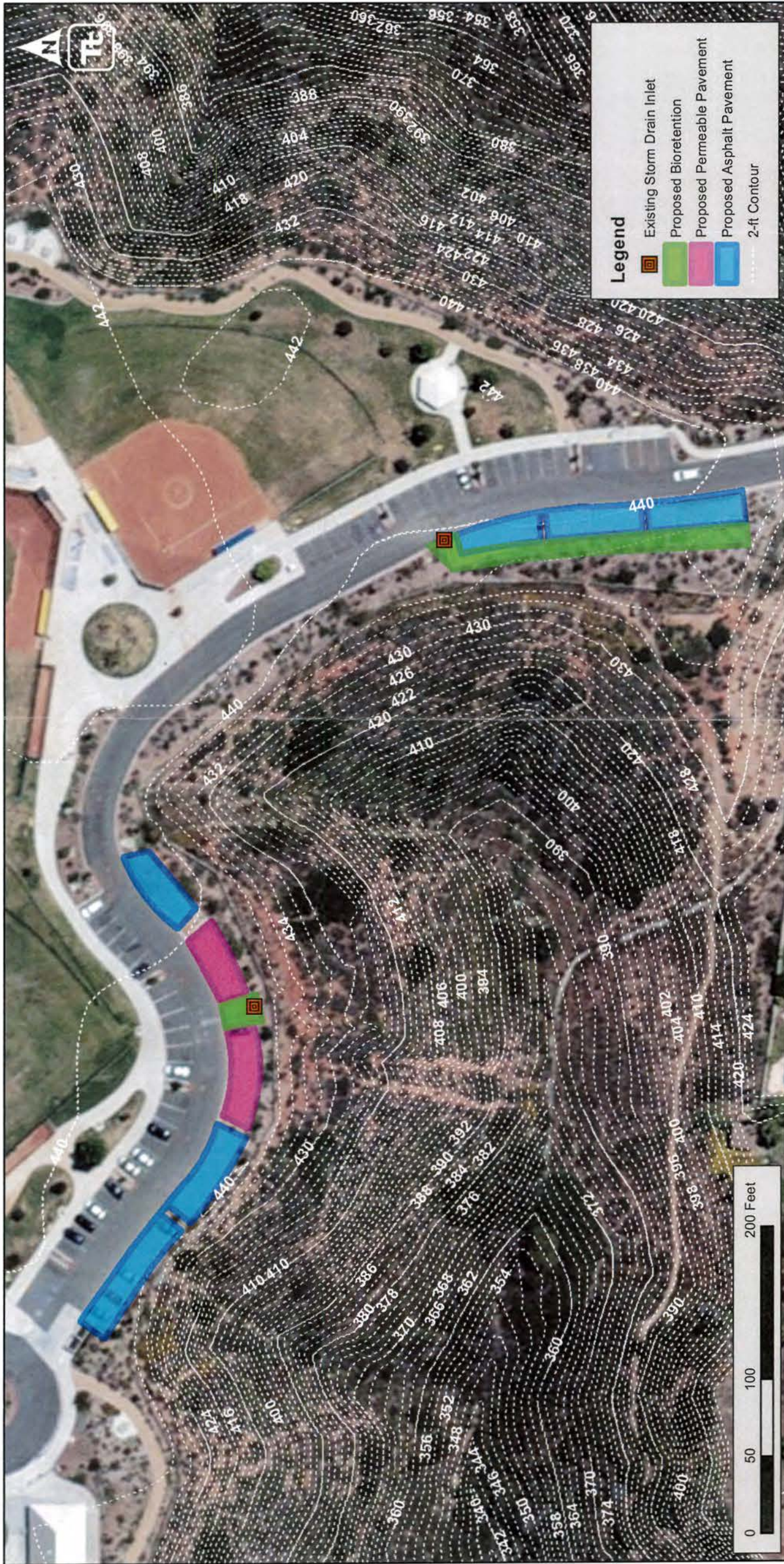
Ineffective perimeter swale



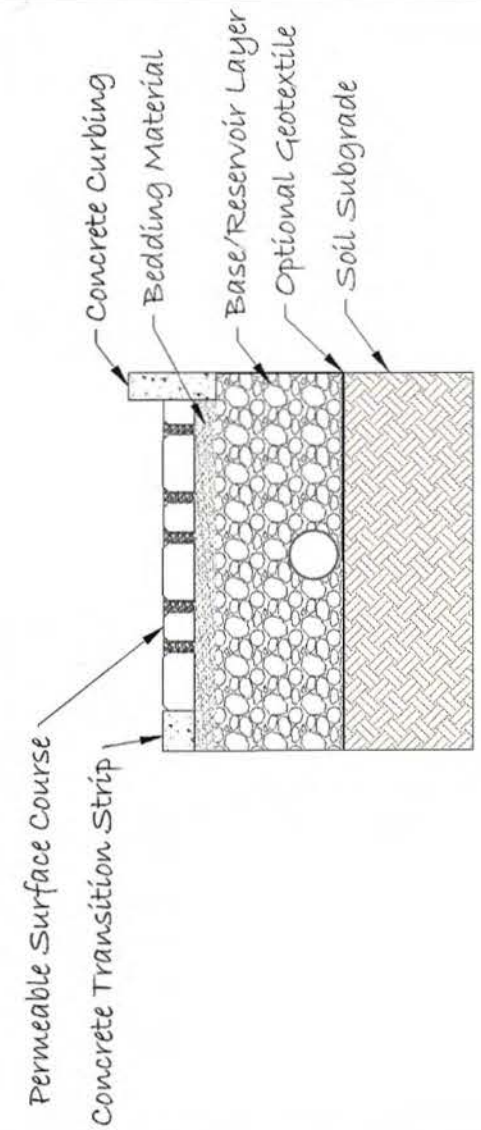
Decomposed granite parking stalls



Poorly-drained cobble area



Example bioretention cross section



Example permeable pavement cross section

GEOTECHNICAL ANALYSIS REQUIRED

Due to adjacent steep slopes, an extensive geotechnical analysis must be performed to determine the impact of temporarily ponding water in the proposed areas. All BMPs shall be lined with hydraulic restriction layers and inlet capacity must be determined to ensure high flows do not bypass overland towards canyon.

EXHIBIT A.10 (PAGE 1 OF 2)
 PERMANENT BMPs RETROFIT – SITE EVALUATION
 SITE: HILLTOP COMMUNITY PARK



Site Location

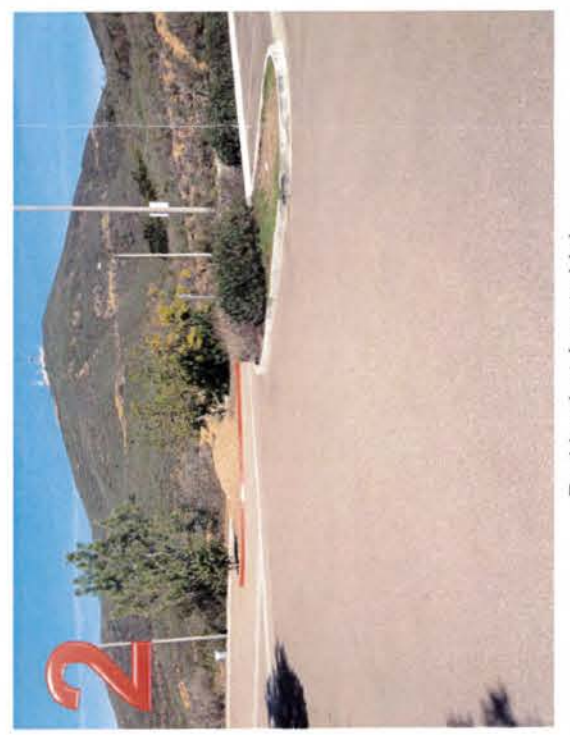
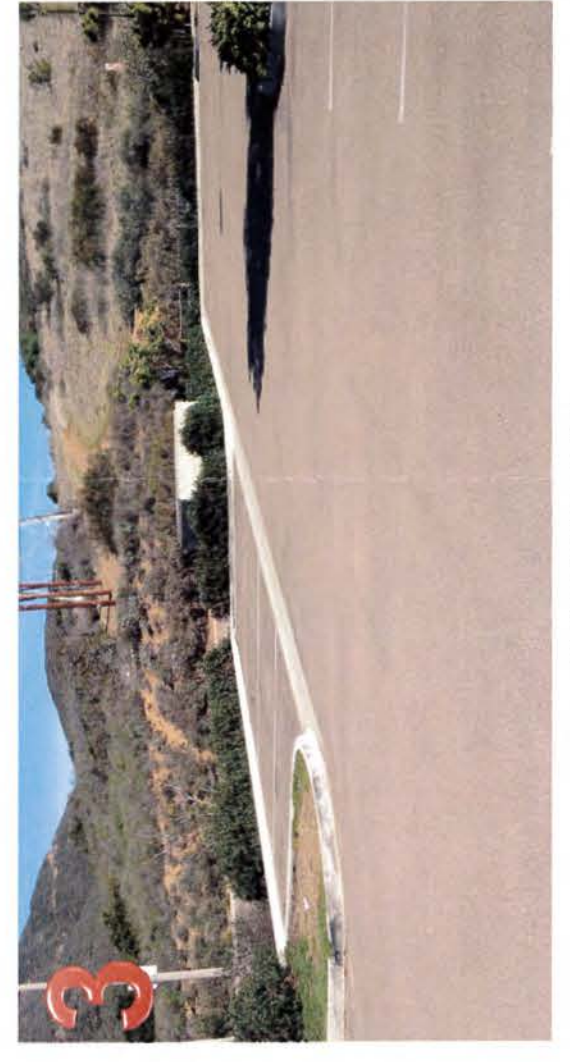
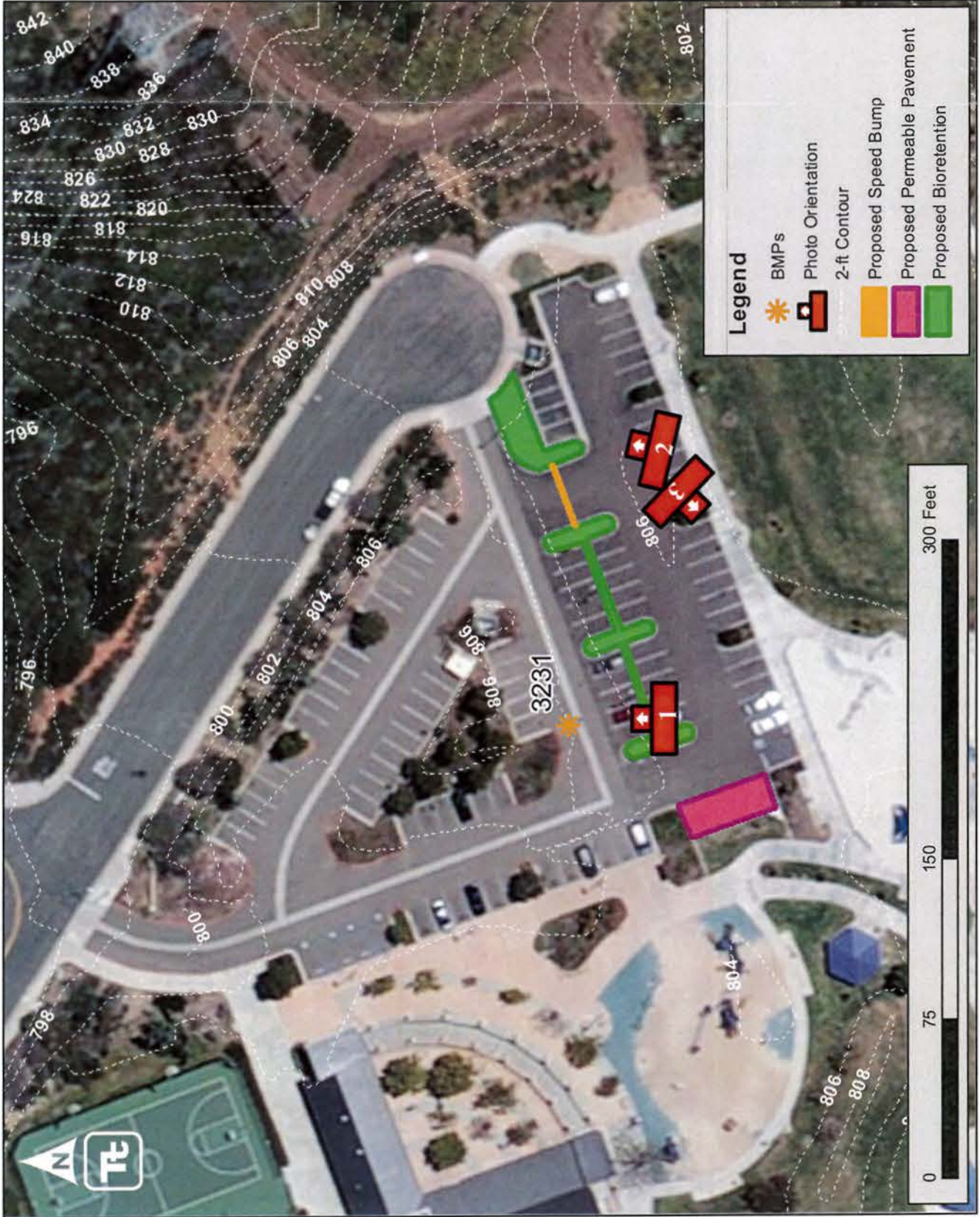
APN	3120303000	Latitude	32° 58' 17.10" N
Date of Field Visit	1/22/13	Longitude	117° 07' 06.35" W
Field Visit Personnel	EM, JW	Street Address	Oviedo Way
Major Watershed	Los Penasquitos	Landowner	City of San Diego

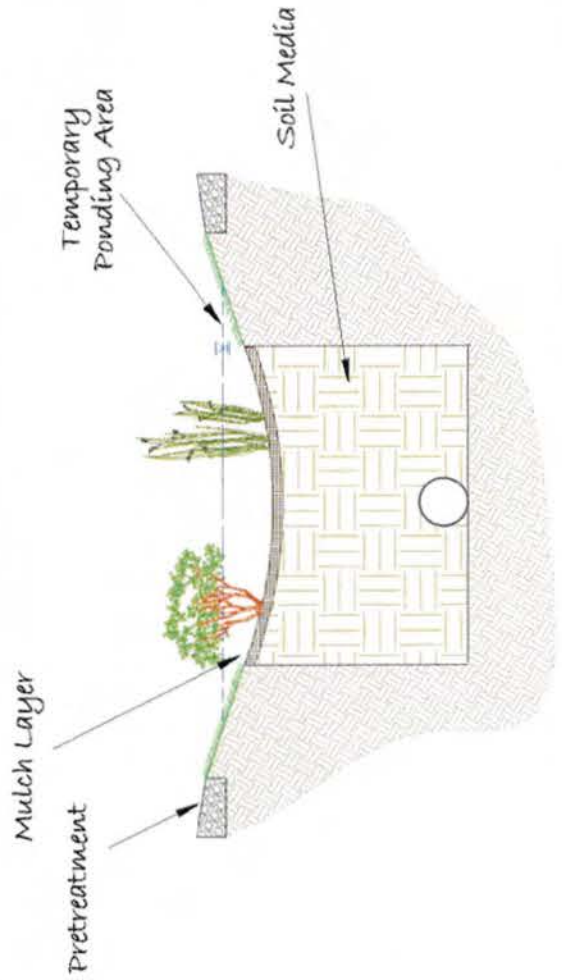
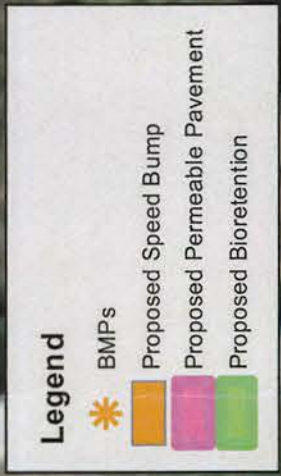
Existing BMP Deficiency: The treatment control BMP (BMP ID 3231) was not installed because insufficient space was available in the drop inlet. A drain insert or baffle box were intended. Runoff discharges untreated directly to the storm drain network or to the adjacent roadway.

***Retrofit Characteristics**

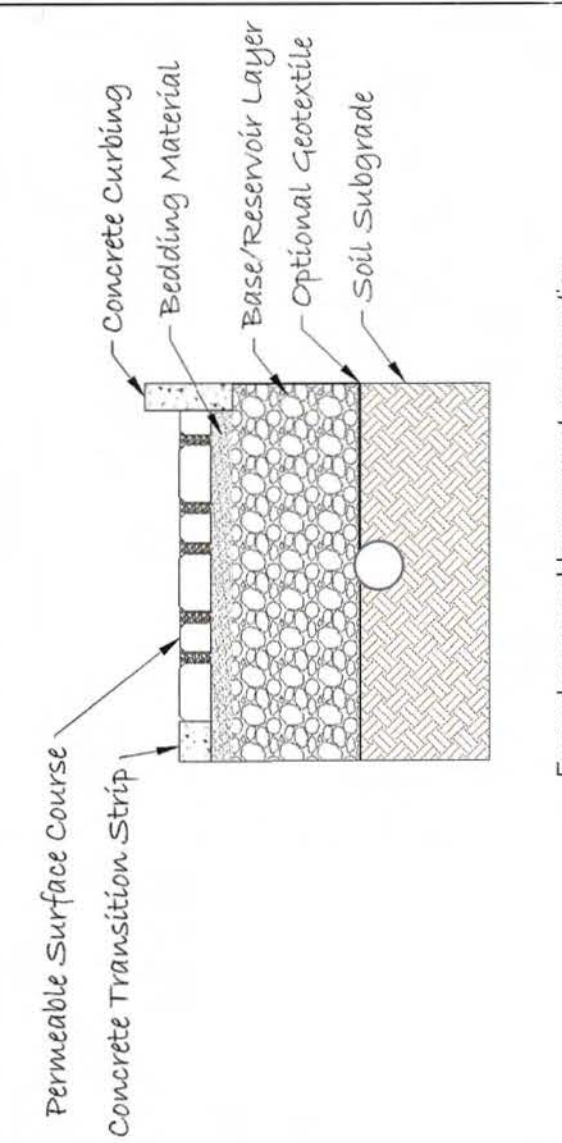
Proposed Retrofit	Treat the east and central areas with bioretention. Convert the west parking stalls to permeable pavement.
Contributing Area Treated	East Side = 4,900 sf Central = 7,000 sf
Proposed BMP Area	East Side = 689 sf bioretention area Central Areas = 900 sf bioretention area West Side = 750 sf of permeable pavement
Proposed Retrofit Description	Landscaped areas will be converted to bioretention, connecting the underdrains to the existing catch basin. Existing landscaped islands will be connected with a narrow bioretention strip cut into the asphalt. Parking stalls on the west side will be converted to permeable pavement for treatment and additional storage.

*Retrofit characteristics are based on field observations and GIS data resources available at the time of conceptual design analysis. Note that final design characteristics will be dependent on a detailed site survey and could vary slightly from the conceptual design characteristics.





Example bioswale cross section



Example permeable pavement cross section

GEOTECHNICAL ANALYSIS REQUIRED

Due to potential impacts to the surrounding infrastructure, an extensive geotechnical analysis must be performed to determine the impact of temporarily ponding water in the proposed areas. All BMPs shall be lined with hydraulic restriction layers and inlet capacity must be determined to ensure high flows do not bypass overlaid towards canyon.

EXHIBIT A.11
 PERMANENT BMPs RETROFIT – SITE EVALUATION
 SITE: MEMORIAL SKATE PARK



Site Location

APN	545-59-201-00	Latitude	32° 41' 54.28" N
Date of Field Visit	1/23/13	Longitude	117° 07' 47.36" W
Field Visit Personnel	JW, JH	Street Address	South 30 th Street
Major Watershed	Chollas	Landowner	City of San Diego

Existing BMP Deficiency:
 No BMPs are shown on the plan set and no treatment control BMPs were found onsite. Existing skate park drains north and outfalls directly to storm drain network.

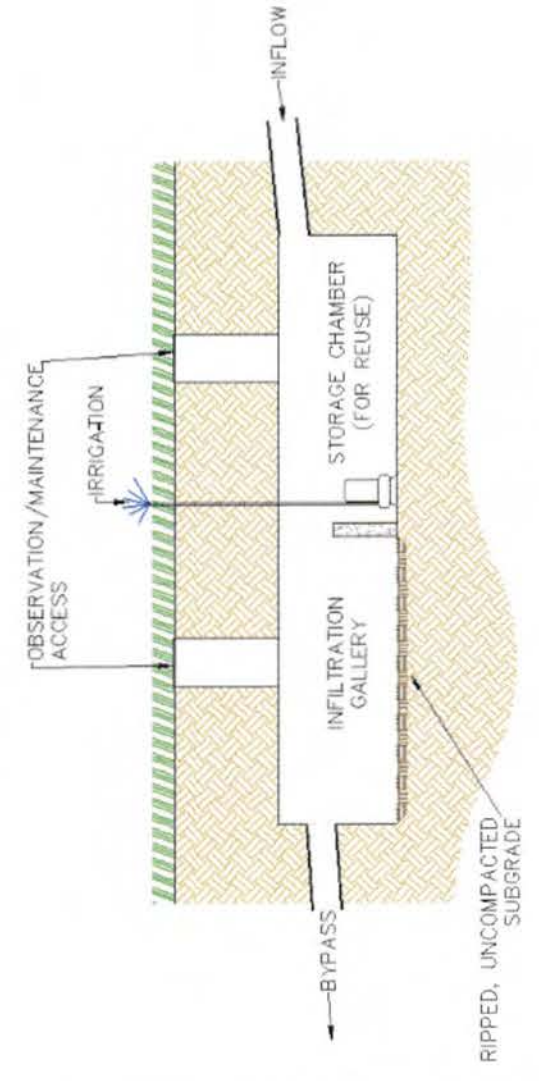
***Retrofit Characteristics**

Proposed Retrofit	Subsurface storage/reuse, and infiltration gallery
Contributing Area Treated	30,000 sf (pavement)
BMP Dimensions	Storage Chamber: 825 sf Infiltration Gallery: 425 sf

Proposed Retrofit Description:

Site runoff will be routed to a proposed subsurface detention chamber located under adjacent Memorial Park. Water harvested in the chamber will be used to irrigate the existing athletic field at a rate no greater than the potential evapotranspiration. Excess volume will overflow into a subsurface infiltration gallery and high flows will bypass to the storm drain network. Proven infiltration enhancement techniques will be incorporated during construction.

*Retrofit characteristics are based on field observations and GIS data resources available at the time of conceptual design analysis. Note that final design characteristics will be dependent on a detailed site survey and could vary slightly from the conceptual design characteristics.



Example subsurface storage and reuse detail



Existing drains



Untreated impervious area

EXHIBIT A.12
 PERMANENT BMPs RETROFIT – SITE EVALUATION
 SITE: OTAY MESA / NESTOR LIBRARY



Site Location

APN	630-43-148-00	Latitude	32° 34' 34.75" N
Date of Field Visit	1/23/13	Longitude	117° 04' 04.85" W
Field Visit Personnel	JH, JW	Street Address	Coronado Avenue
Major Watershed	San Diego Bay	Landowner	City of San Diego

Existing BMP Deficiency:
 One vegetated swale is ineffective (BMP ID 2399) and one vegetated swale is nonexistent (BMP ID 2826). The parking lot is graded such that the swale inlet (provided by curb cuts) is upslope from the main flow path. Runoff instead flows directly into an existing catch basin.

*Retrofit Characteristics

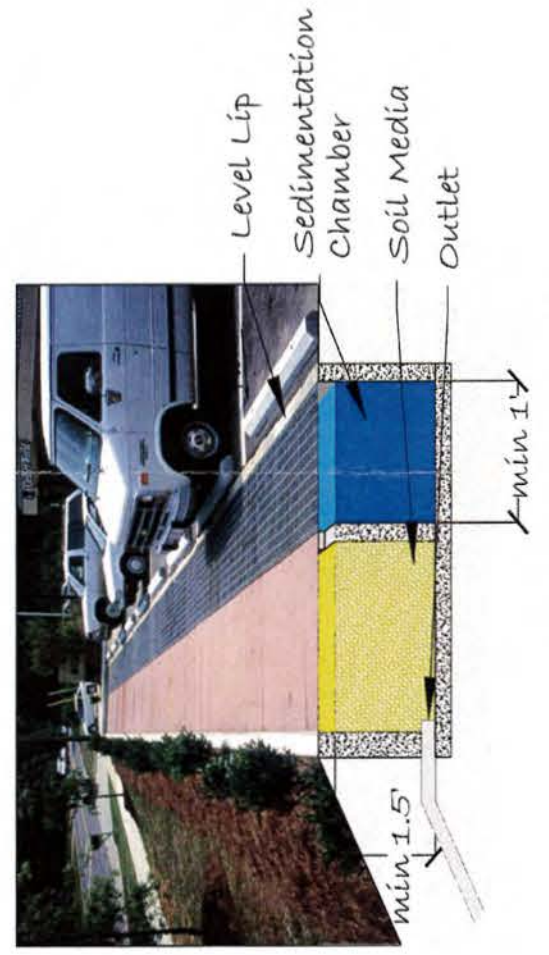
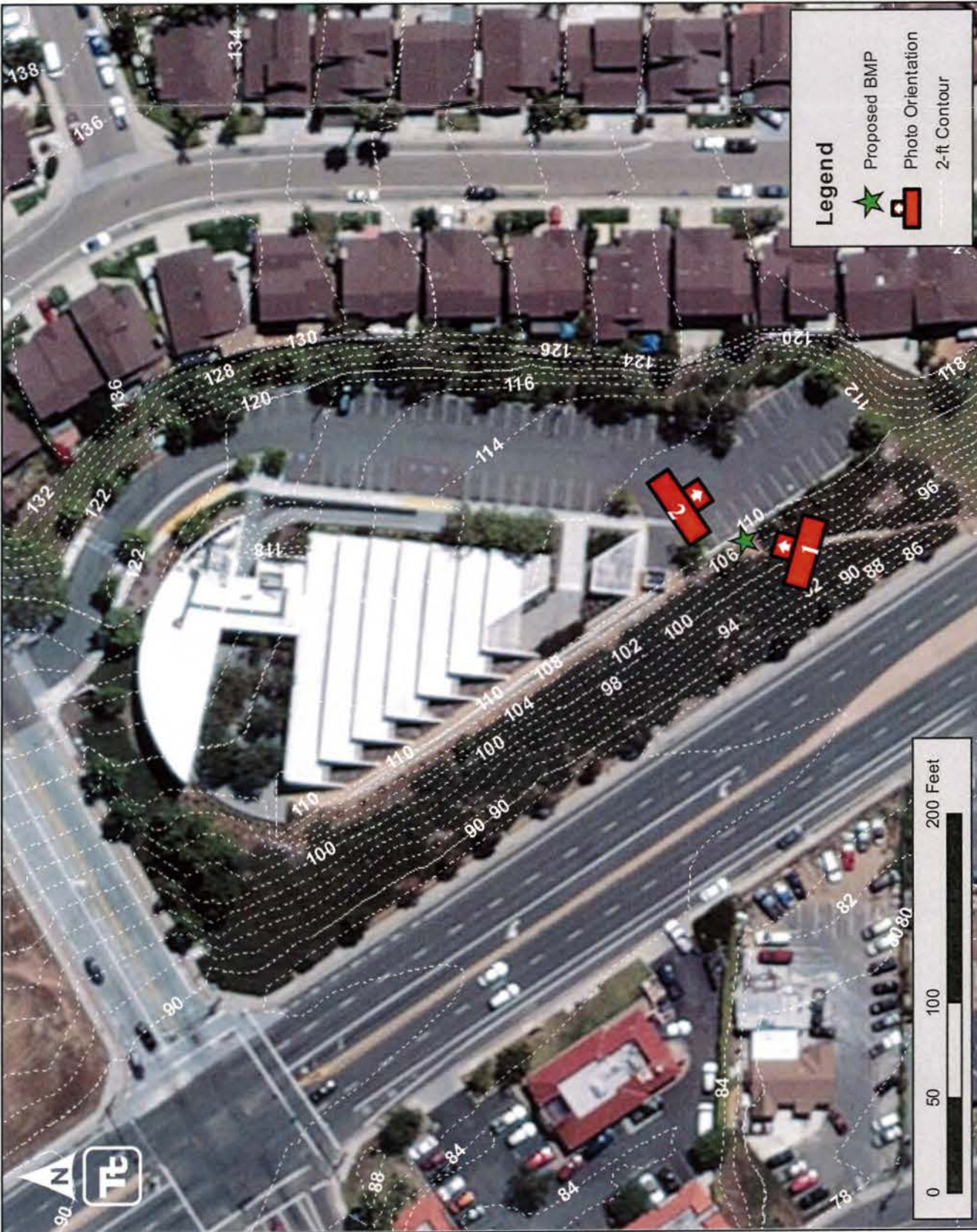
Proposed Retrofit	Media filter
Contributing Area Treated	21,400 sf (pavement)
BMP Dimensions	100 sf

Proposed Retrofit Description:

Due to the limited area available for a BMP, a media filter will be installed along the southwest perimeter of the parking lot to intercept and treat the parking lot runoff prior to discharge. Hydraulic restriction layers must be provided such that seepage will not compromise the adjacent slope.

GEOTECHNICAL ANALYSIS REQUIRED

*Retrofit characteristics are based on field observations and GIS data resources available at the time of conceptual design analysis. Note that final design characteristics will be dependent on a detailed site survey and could vary slightly from the conceptual design characteristics.



Example media filter schematic



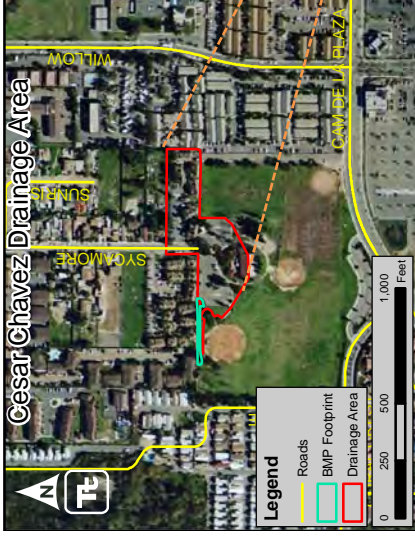
Ineffective curb cuts to swale (upslope from catch basin)



Existing catch basin to which parking lot directly drains

HYDRO-MODIFICATION MANAGEMENT BMP CONCEPTUAL PLAN-EXHIBIT A.6.1

SITE: CESAR CHAVEZ COMMUNITY CENTER/LARSEN FIELD



Site Location

APN	6662100400	Latitude	32° 32' 49.86" N
Date of Field Visit	2/28/2011	Longitude	117° 02' 45.22" W
Field Visit Personnel	JW, AD, GM, MT	Street Address	455 Sycamore Rd
Major Watershed	Tijuana	Landowner	City of San Diego

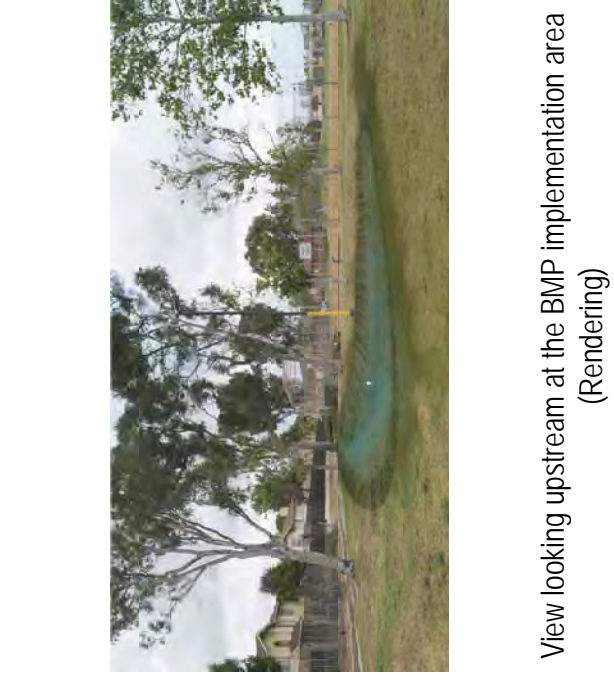
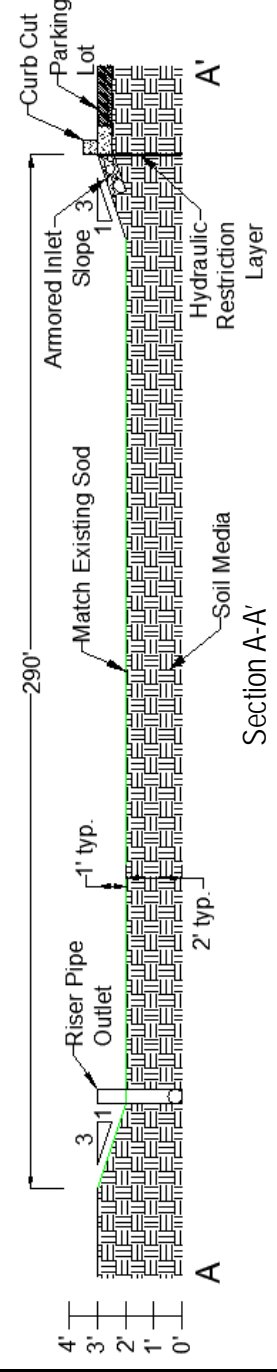
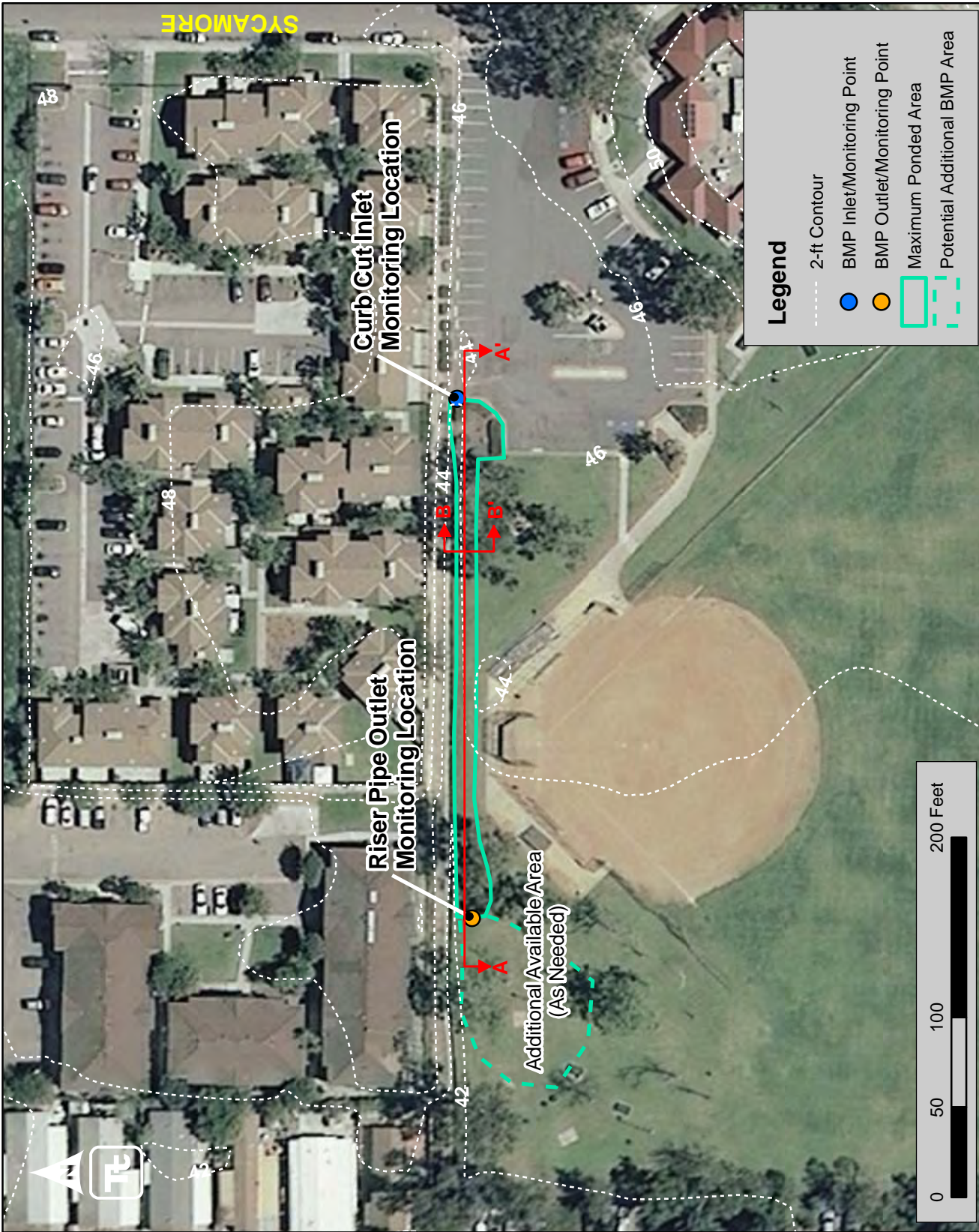
Existing Site Description: This site is near the Tijuana River floodplain at the Cesar Chavez Community Center/Larsen Field. Runoff at the location originates from the community center parking lot, building, and the adjacent multi-family residential area. The runoff is conveyed by concrete swales to a concrete open channel that runs along the north end of the property. The field slopes gently to the west from the edge of the parking lot to an outlet in the nearby mobile home park.

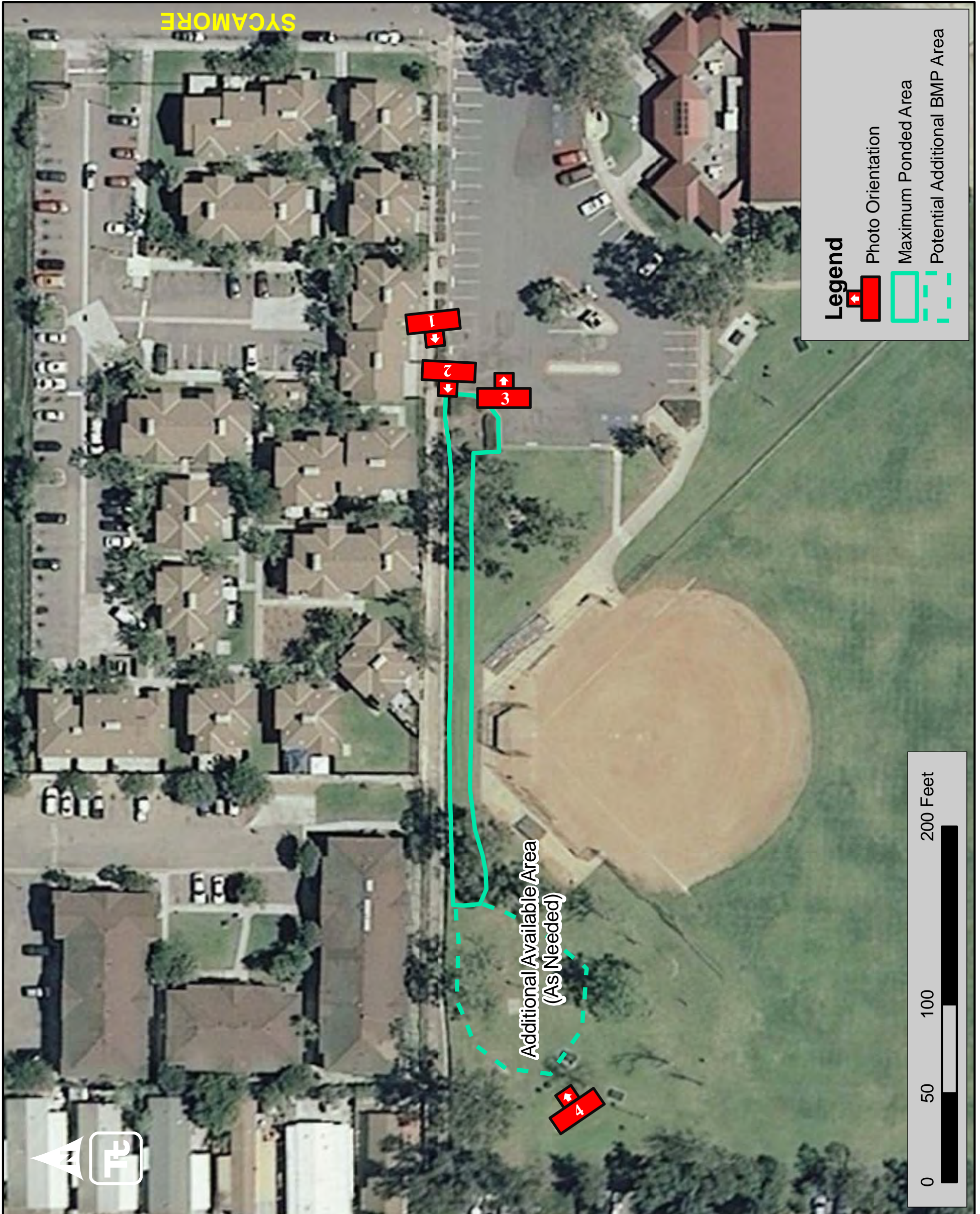
Watershed Characteristics

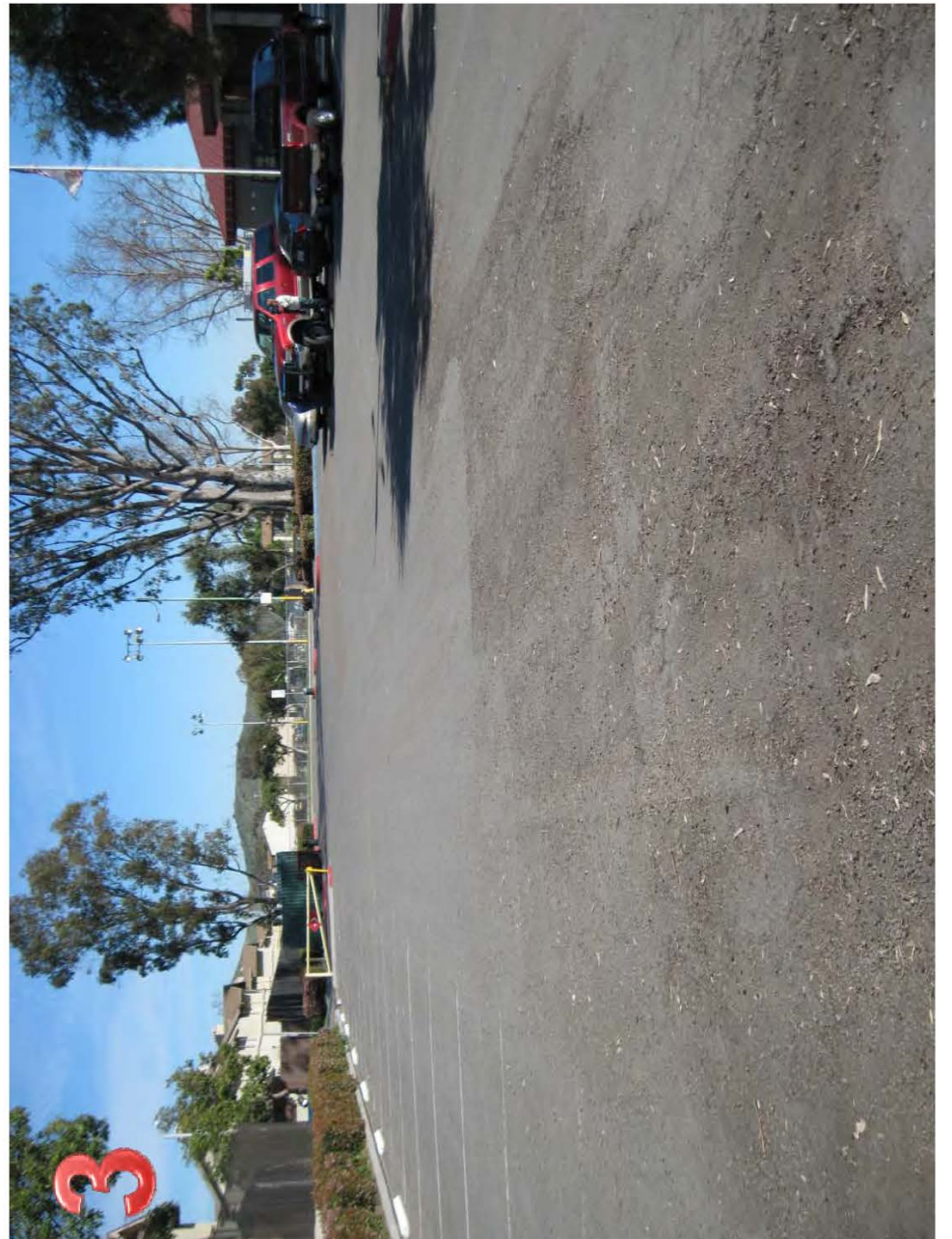
Watershed Characteristics	*Retrofit Characteristics
Watershed Area, acres	Proposed Retrofit
Hydrologic Soil Group	Hydro-mod BMP
Total Impervious, %	Detention Volume, ft ³
Directly Connected, %	BMP footprint, ft ²
Design Storm Event, in	Typ Ponding Depth, ft
	Typ Media Depth, ft

Proposed Retrofit Description: The proposed retrofit would involve creating curb cuts in the parking lot island and excavating to below the parking lot surface. Final side slopes should not exceed 3:1 to provide maintenance accessibility. An outlet would be installed to detain the design storm while allowing bypass flow during high precipitation events. The interior portions of the basin would remain vegetated with native shrubs and grasses.

*Retrofit characteristics are based on field observations and GIS data resources available at the time of conceptual design analysis. Note that final design characteristics will be dependent on a detailed site survey and could vary slightly from the conceptual design characteristics.







ATTACHMENT B
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ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM
REQUIREMENTS

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. EQUAL OPPORTUNITY

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures,

remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

ATTACHMENT D
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ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
 - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
-

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 **4:30 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.

2-9.2 Survey Service. DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor through a licensed surveyor shall perform and be responsible for the accuracy of surveying the completed permanent BMPs and all their appurtenances. The following items shall be included in the survey file:
 - All projects based on NAD83 coordinates (Epoch 1991.35 control) & MSL elevations (NGVD29).
 - 3D surface model (.DTM, break line and spot elevation) file.
 - Spot Elevations of catch basins, inlets, outfalls, swales, detention basins, subsurface infrastructure invert elevations at each structure and for any change in surface grade.
 - Monuments
 - Right of Way lines
 - Curb Lines (top curb and gutter)
 - Storm Water Vaults/Cleanouts

- Fire Hydrants
- The Contractor shall use the above survey information to produce the Red-lines drawings as described in section 2-5.4 “Red-Lines.” The Survey information shall be provided to the Engineer on a CD along with the Red-lines drawings.
- Full compensation for performing survey service on BMP retrofits shall be included in the contract Bid item for “Field Construction”.

SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-9 LIQUIDATED DAMAGES. To the City Supplement, MODIFY to increase daily value from \$1000 to \$5000.

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.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

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

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

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

1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.
2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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

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

1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance must be not less than the following:

<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.

7-8.6 Water Pollution Control. ADD the following:

1. The Design-Builder shall prepare a Water Pollution Control Plan (WPCP) for each site and implement the WPCP during construction, in accordance with Section 701 of the WHITEBOOK.

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, second paragraph, ADD the following:

Additionally, you are responsible for payment of any fines or penalties issued to the City by the San Diego Regional Water Quality Control Board that are caused by delays within your control that result in your failure to complete construction of the Project within the Contract Time, as defined in RFP section 4.

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.

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."

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

ADD:

212-4 BIORETENTION SOIL MEDIA (BSM).

212-4.1 General. Bioretention Soil Media (BSM) is a formulated planting soil which consists of 60% to 70% washed sand and 30% to 40% 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 ($C_u = D_{60}/D_{10}$) 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 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 **Payment.** ADD the following:

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.

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 **Notices of Exemptions** for all 9 site locations of the **Storm Water Permanent BMP Retrofit Project Design-Build Contract**. Copies of the Notice of Exemptions are provided in Appendix A.

Compliance with the City’s environmental document is included in the various Bid items, unless a bid item has been provided. If the scope of work changes from that described in the Notice of Exemptions, additional environmental review may be necessary.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTIONS

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. Box 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

 OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: B-14000.02.06

PROJECT TITLE: CENTRAL POLICE FACILITY - VEHICLE MAINTENANCE
STORM WATER BMP RETROFIT

PROJECT LOCATION-SPECIFIC: The project is located at 4002 Federal Boulevard within the Central Police Facility in the Mid City- City Heights community planning area (Council District 9).

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project includes installation of a new cartridge style filter within an existing storm drain manhole located within the parking lot of the vehicle maintenance facility. The project will involve excavating out the existing manhole and constructing a new concrete vault for the filter.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works
Contact: Alex Sleiman
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3753

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
- (X) CATEGORICAL EXEMPTION: 15301- Existing Facilities and 15302-Replacement and Reconstruction
- () STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project qualifies for a Categorical Exemption under State CEQA Guidelines Section 15301- Existing Facilities which allows for repair and minor alteration to existing facilities that involves negligible or no expansion of use and 15302-Replacement and Reconstruction which allows for the replacement of existing facilities where the new facilities will have the same purpose and capacity as the one replaced; where the exceptions listed in Section 15300.2 would not apply.

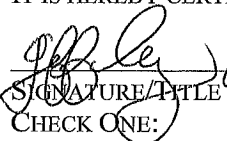
LEAD AGENCY CONTACT PERSON:

TELEPHONE:

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

 / SENIOR PLANNER
SIGNATURE/TITLE
CHECK ONE:

2/17/17
DATE

- (X) SIGNED BY LEAD AGENCY
- () SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: B-14000.02.06

PROJECT TITLE: GEORGE L. STEVENS SENIOR CENTER
STORM WATER BMP RETROFIT

PROJECT LOCATION-SPECIFIC: The project is located at the George L. Stevens Senior Center within the Martin Luther King Memorial Park in the Southeastern- Encanto community planning area (Council District 4).

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project will involve repairing, re-grading, and vegetating an existing storm water treatment BMP's at the George L. Stevens Senior Center. The project will re-grade and repair the existing 370 foot long swale and modify the outlet structure to allow for positive drainage and prevent ponding.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works
Contact: Alex Sleiman
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3753

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
(x) CATEGORICAL EXEMPTION: 15301- Existing Facilities and 15302-Replacement and Reconstruction
() STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project qualifies for a Categorical Exemption under State CEQA Guidelines Section 15301- Existing Facilities which allows for repair and minor alteration to existing facilities that involves negligible or no expansion of use and 15302-Replacement and Reconstruction which allows for the replacement of existing facilities where the new facilities will have the same purpose and capacity as the one replaced; where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: Jeff Szymanski

TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Signature and Title: Senior Planner

DATE: 2/12/14

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

NOTICE OF EXEMPTION

(Check one or both)

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SAN DIEGO, CA 92101-2422

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DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: B-14000.02.06

PROJECT TITLE: CESAR CHAVEZ COMMUNITY CENTER/ LARSEN FIELD
STORM WATER BMP RETROFIT

PROJECT LOCATION-SPECIFIC: The project is located at 455 Sycamore Road within the Cesar Chavez Community Center/ Larsen Field facility in the San Ysidro community planning area (Council District 8).

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project includes retrofit to an existing concrete swale conveying runoff from the parking lot. The project will require curb cuts in the parking lot island in the northwestern end of the parking lot to improve drainage into the new vegetated swale. This swale area will be excavated to bring the grade below the elevation of the parking lot surface. An outlet structure would be installed to detain flow during storm events and include a bypass for high precipitation events. This overflow would tie into existing storm drain piping. Some grading of the basin may be required to improve detention and the area would be revegetated.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works
Contact: Alex Sleiman
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3753

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
(X) CATEGORICAL EXEMPTION: 15301- Existing Facilities and 15302- Replacement and Reconstruction
() STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project qualifies for a Categorical Exemption under State CEQA Guidelines Section 15301- Existing Facilities which allows for repair and minor alteration to existing facilities that involves negligible or no expansion of use and 15302- Replacement and Reconstruction which allows for the replacement of existing facilities where the new facilities will have the same purpose and capacity as the one replaced; where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: Jeff Szymanski

TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Signature of Jeff Szymanski, SENIOR PLANNER
SIGNATURE/TITLE
CHECK ONE:

2/11/14
DATE

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

NOTICE OF EXEMPTION

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1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: B-14000.02.06

PROJECT TITLE: CENTRAL POLICE FACILITY - K-9 UNIT
STORM WATER BMP RETROFIT

PROJECT LOCATION-SPECIFIC: The project is located at 4002 Federal Boulevard within the Central Police Facility in the Mid City- City Heights community planning area (Council District 9).

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project involves modification to an existing detention basin located in between the police firing range and K-9 facility to improve performance. In order to restore the designed detention volume, woody vegetation and excess sediment will be removed to provide sufficient freeboard depth. The riser pipe and inlet structures will also be modified to ensure proper drainage and detention depths.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works
Contact: Alex Sleiman
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3753

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
(X) CATEGORICAL EXEMPTION: 15301- Existing Facilities and 15302- Replacement and Reconstruction
() STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project qualifies for a Categorical Exemption under State CEQA Guidelines Section 15301- Existing Facilities which allows for repair and minor alteration to existing facilities that involves negligible or no expansion of use and 15302- Replacement and Reconstruction which allows for the replacement of existing facilities where the new facilities will have the same purpose and capacity as the one replaced; where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: Jeff Szymanski

TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Signature/Title: Jeff Szymanski / SENIOR PLANNER
CHECK ONE:

2/11/14
DATE

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

NOTICE OF EXEMPTION

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1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: B-14000.02.06

PROJECT TITLE: CAMINO RUIZ NEIGHBORHOOD PARK STORM WATER
BMP RETROFIT

PROJECT LOCATION-SPECIFIC: The project is located at 11498 Camino Ruiz within the Camino Ruiz Neighborhood Park in the Mira Mesa community planning area (Council District 6).

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project includes the reconstruction of existing drainage swales to provide better drainage and infiltration. The swales will need to be excavated out to install a bio-retention layer of soil media and gravel base to improve drainage. Modifications to the existing catch basins will be required to direct runoff through the swales as intended prior to entering the catch basins. After construction of the bio-retention areas, these areas will be revegetated with native plants. The project will also reconstruct the decomposed granite parking spaces with new asphalt to improve drainage to the infiltration facilities and reduce runoff of sediment. Construction will be contained entirely within the limits of the fencing along the parking lot edge to the south of the swale. All work will be within previously developed areas of the park and will avoid any impacts to Environmentally Sensitive Lands.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works
Contact: Alex Sleiman
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3753

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- CATEGORICAL EXEMPTION: 15301- Existing Facilities and 15302-Replacement and Reconstruction
- STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project qualifies for a Categorical Exemption under State CEQA Guidelines Section 15301- Existing Facilities which allows for repair and minor alteration to existing facilities that involves negligible or no expansion of use and 15302-Replacement and Reconstruction which allows for the replacement of existing facilities where the new facilities will have the same purpose and capacity as the one replaced; where the exceptions listed in Section 15300.2 would not apply.

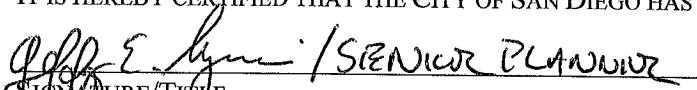
LEAD AGENCY CONTACT PERSON: Jeff Szymanski

TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
 YES NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA


SIGNATURE/TITLE: SENIOR PLANNER
CHECK ONE:

2/12/14
DATE

SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

SIGNED BY APPLICANT

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: B-14000.02.06

PROJECT TITLE: OTAY MESA/ NESTOR LIBRARY STORM
WATER BMP RETROFIT

PROJECT LOCATION-SPECIFIC: The project is at the Otay Mesa Nestor Library located at 3003 Coronado Avenue within the
Otay Mesa/ Nestor community planning area. (Council District 8).

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project will upgrade the storm water treatment BMP's
installed during the expansion of the library. In order to improve the performance of these BMP's, the project will install a media
filter chamber along the southwest perimeter of the parking lot. Minor improvements to the adjacent parking lot, curbs, and catch
basin inlet will be required to redirect flow into the media filtration unit prior to discharging using the existing storm drain pipe
that connects to the MS4 system on Beyer Boulevard.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works
Contact: Alex Sleiman
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3753

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
(X) CATEGORICAL EXEMPTION: 15301- Existing Facilities and 15302- Replacement and Reconstruction
() STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project
qualifies for a Categorical Exemption under State CEQA Guidelines Section 15301- Existing Facilities which allows for
repair and minor alteration to existing facilities that involves negligible or no expansion of use and 15302- Replacement and
Reconstruction which allows for the replacement of existing facilities where the new facilities will have the same purpose
and capacity as the one replaced; where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: STREFFSZYMANSKI

TELEPHONE: 619 446-5324

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

[Signature] / SENIOR PLANNER
SIGNATURE TITLE
CHECK ONE:

1/14/2017
DATE

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

 OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: B-14000.02.06

PROJECT TITLE: HILLTOP COMMUNITY PARK STORM
WATER BMP RETROFIT

PROJECT LOCATION-SPECIFIC: The project is at the Hilltop Community Park located at 9711 Oviedo Way within the Rancho Penasquitos community planning area. (Council District 5).

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project will retrofit an existing storm water treatment BMP's at the Hilltop Community Park. The project will create bio-retention areas within the existing parking lot landscaping areas to treat storm water runoff from the parking lot before it enters the municipal storm drain system. The bio-retention areas will utilize existing landscaping pop-outs in the parking lot and existing asphalt will be cut out to connect the bio-retention areas in between the parking spaces. Existing parking stalls along the west end of the parking lot will also be converted to permeable pavement to allow for additional treatment and on site retention of storm water runoff. All work will occur within areas previously disturbed during grading for the construction of the parking lot and park facility.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works
Contact: Alex Sleiman
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3753

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
- (X) CATEGORICAL EXEMPTION: 15301- Existing Facilities and 15302-Replacement and Reconstruction
- () STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project qualifies for a Categorical Exemption under State CEQA Guidelines Section 15301- Existing Facilities which allows for repair and minor alteration to existing facilities that involves negligible or no expansion of use and 15302-Replacement and Reconstruction which allows for the replacement of existing facilities where the new facilities will have the same purpose and capacity as the one replaced; where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: JEFF SZYMANSKI

TELEPHONE: 619 446-5324

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Jeff Szymanski / Senior Planner
SIGNATURE/TITLE
CHECK ONE:

1/14/2014
DATE

- (X) SIGNED BY LEAD AGENCY
- () SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

 OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT No.: B-14000.02.06

PROJECT TITLE: MEMORIAL SKATE PARK STORM
WATER BMP RETROFIT

PROJECT LOCATION-SPECIFIC: The project is at the Memorial Skate Park located at 702 30th Street between Oceanview Boulevard and Marcy Avenue within the Southeastern San Diego community planning area. (Council District 8).

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project will install a storm water treatment BMP to treat runoff from the concrete skate park. The project will include installation of an underground storage tank with an infiltration chamber where water will be stored and allowed to percolate into the soil until it reaches the bypass pipe level which will connect to existing on site storm drain piping. This facility will be located within an existing grass area within the park site. The grass surface above the storage tank will be restored after installation of the tank.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works
Contact: Alex Sleiman
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3753

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- CATEGORICAL EXEMPTION: 15301- Existing Facilities and 15303-New Construction or Conversion of Small Structures
- STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project qualifies for a Categorical Exemption under State CEQA Guidelines Section 15301- Existing Facilities which allows for repair and minor alteration to existing facilities that involves negligible or no expansion of use and 15303-New Construction or Conversion of Small Structures which allows for the construction of small facilities or structures involving only minor exterior modifications; where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: JEFF SZYMANSKI

TELEPHONE: 619 446-5329

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
 YES NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Jeff E. [Signature]
SIGNATURE/TITLE

1/14/15
DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

NOTICE OF EXEMPTION

(Check one or both)

TO: RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT No.: B-14000.02.06

PROJECT TITLE: BREEN COMMUNITY PARK STORM
WATER BMP RETROFIT

PROJECT LOCATION-SPECIFIC: The project is at Breen Community Park located at Polaris Drive and Capercorn Way within the Mira Mesa community planning area. (Council District 6).

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project will retrofit existing storm water treatment BMP to treat runoff from the park. The project will include installation of bio-retention areas where swales were previously constructed. The swales will be excavated out to allow for a bio-filtration soil media and gravel drainage layer to allow for better infiltration. New improvements to the adjacent parking lot including curb cuts will be installed to help convey water into the bio-retention areas. The existing catch basins will serve as the outlet structures for the bio-retention areas. These bio-retention facilities will be located within an existing landscaping areas and parking lot within the park site.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works
Contact: Alex Sleiman
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3753

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- CATEGORICAL EXEMPTION: 15301- Existing Facilities and 15303-New Construction or Conversion of Small Structures
- STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project qualifies for a Categorical Exemption under State CEQA Guidelines Section 15301- Existing Facilities which allows for repair and minor alteration to existing facilities that involves negligible or no expansion of use and 15303-New Construction or Conversion of Small Structures which allows for the construction of small facilities or structures involving only minor exterior modifications; where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: JEFF SZYMAWSKI

TELEPHONE: 619 446-5324

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
 YES NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Signature/Title: Jeff E. Szymanski / SENIOR PLANNER
CHECK ONE:

DATE: 1/14/14

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4. **POLICY**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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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	SUPERSEDES DI 55.27	DATED April 21, 2000

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D
SAMPLE CITY INVOICE

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

APPENDIX E
LOCATION MAP

PERMANENT BMP RETROFITS

SENIOR ENGINEER
BRAD JOHNSON
(619) 533-5120

PROJECT MANAGER
ALEX SLEIMAN
(619) 533-4618

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Division Name - If Needed



BREEN PARK

BMP LOCATION



COMMUNITY NAME:
MID-CITY CITY HEIGHTS
Date: December 04, 2013

COUNCIL DISTRICT: 9



SAP ID: B-14000

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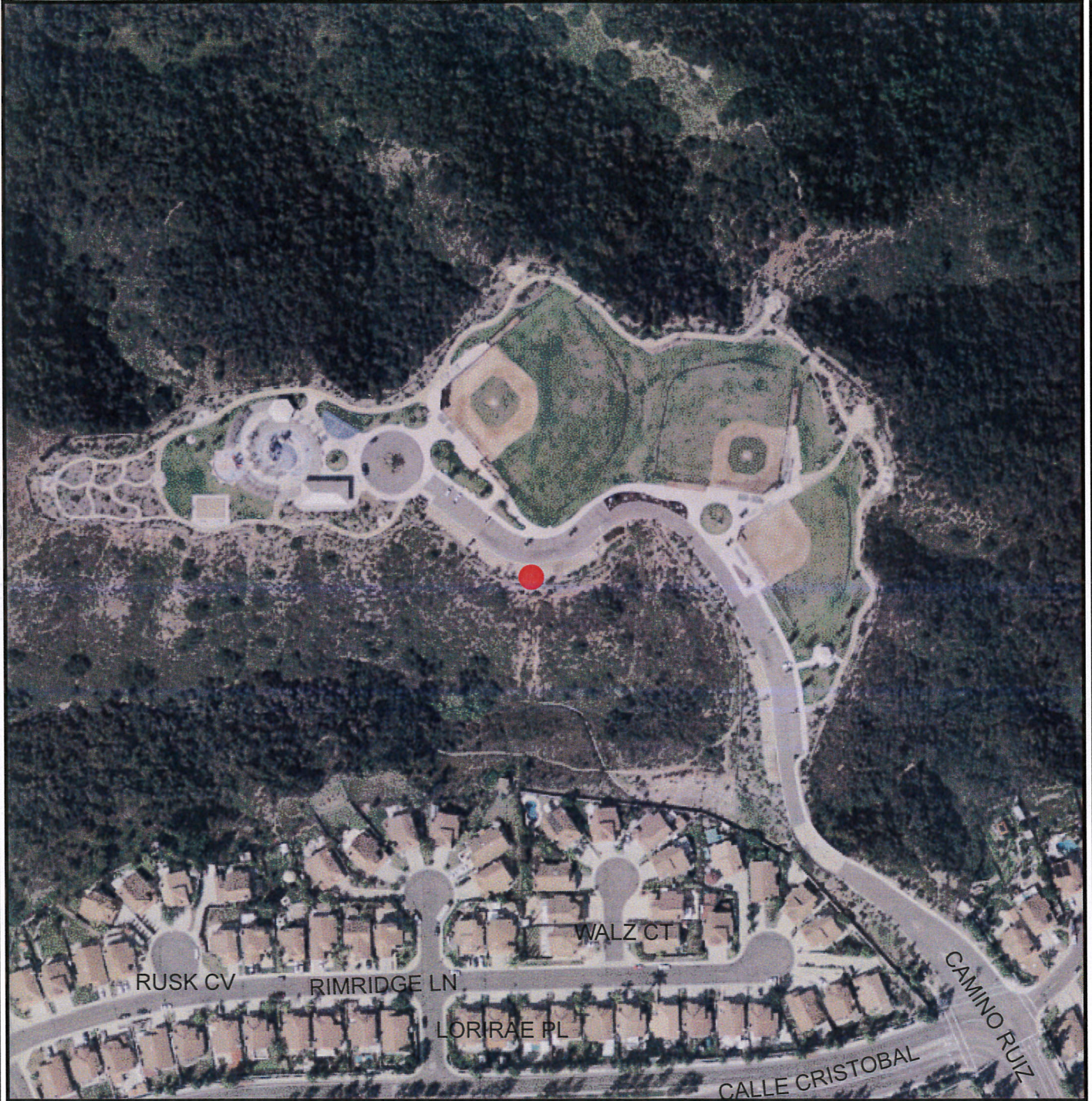
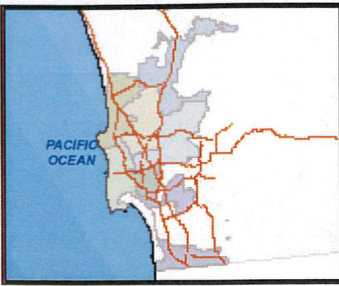
SENIOR ENGINEER
BRAD JOHNSON
(619) 533-5120

PROJECT MANAGER
ALEX SLEIMAN
(619) 533-4618

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Division Name - If Needed



CAMINO RUIZ NEIGHBORHOOD PARK

 PROPOSED BMP



COMMUNITY NAME:
MIRA MESA
Date: December 04, 2013

COUNCIL DISTRICT: 6



SAP ID: B-14000

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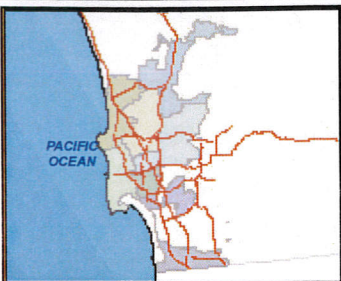
SENIOR ENGINEER
BRAD JOHNSON
(619) 533-5120

PROJECT MANAGER
ALEX SLEIMAN
(619) 533-4618

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Division Name - If Needed



CENTRAL POLICE FACILITY VEHICLE MAINTENANCE

BMP LOCATION



COMMUNITY NAME:
MID-CITY CITY HEIGHTS
Date: December 04, 2013

COUNCIL DISTRICT: 9



SAP ID: B-14000

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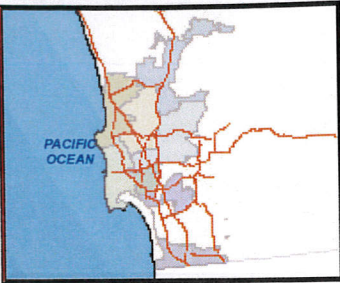
SENIOR ENGINEER
BRAD JOHNSON
(619) 533-5120

PROJECT MANAGER
ALEX SLEIMAN
(619) 533-4618

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Division Name - If Needed



CENTRAL POLICE FACILITY - K 9 UNIT

BMP LOCATION



COMMUNITY NAME:
MID-CITY CITY HEIGHTS

COUNCIL DISTRICT: 9



SAP ID: B-14000

Date: December 04, 2013

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BMP MONITORING POINT

SENIOR ENGINEER
BRAD JOHNSON
(619) 533-5120

PROJECT MANAGER
ALEX SLEIMAN
(619) 533-4618

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Division Name - If Needed



CESAR CHAVEZ COMMUNITY CENTER LARSEN FIELD

- BMP INLET
- BMP OUTLET



COMMUNITY NAME:
SAN YSIDRO

COUNCIL DISTRICT: 8

SAP ID: B-14000



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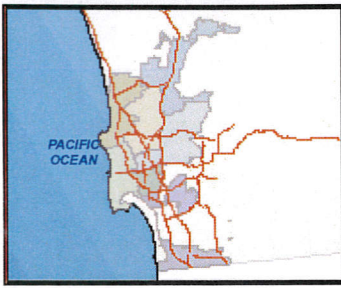
SENIOR ENGINEER
BRAD JOHNSON
(619) 533-5120

PROJECT MANAGER
ALEX SLEIMAN
(619) 533-4618

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Division Name - If Needed



GEORGE L. STEVENS SENIOR CENTER

● BMP LOCATION



COMMUNITY NAME:

MIRA MESA

Date: December 04, 2013

COUNCIL DISTRICT: 6



SAP ID: B-14000

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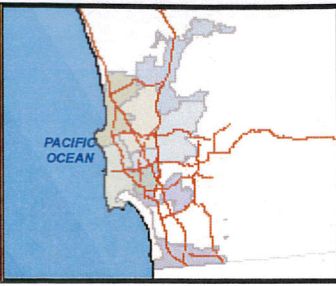
SENIOR ENGINEER
BRAD JOHNSON
(619) 533-5120

PROJECT MANAGER
ALEX SLEIMAN
(619) 533-4618

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Division Name - If Needed



HILLTOP COMMUNITY PARK

 BMP LOCATION



COMMUNITY NAME:
RANCHO PENASQUITOS
Date: December 04, 2013.



COUNCIL DISTRICT: 5



SAP ID: B-14000

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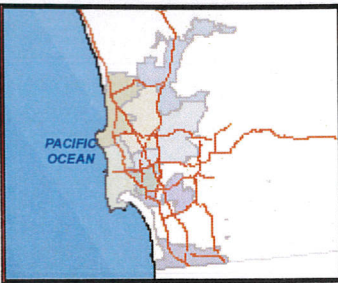
SENIOR ENGINEER
BRAD JOHNSON
(619) 533-5120

PROJECT MANAGER
ALEX SLEIMAN
(619) 533-4618

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Division Name - If Needed



MEMORIAL SKATE PARK

 PROPOSED BMP



COMMUNITY NAME:
SOUTHEASTERN

COUNCIL DISTRICT: 8



SAP ID: B-14000

Date: December 04, 2013.

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PERMANENT BMP RETROFIT

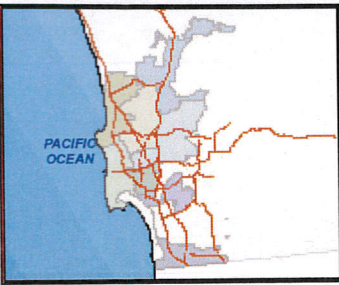
SENIOR ENGINEER
BRAD JOHNSON
(619) 533-5120

PROJECT MANAGER
ALEX SLEIMAN
(619) 533-4618

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Division Name - If Needed



OTAY MESA / NESTOR LIBRARY

● PROPOSED BMP



COMMUNITY NAME:
OTAY MESA - NESTOR

COUNCIL DISTRICT: 8



SAP ID: B-14000

Date: December 04, 2013

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APPENDIX F
HYDROSTATIC DISCHARGE FORM

APPENDIX

Hydrostatic Discharge Requirements Certification (Discharge Events < 500,000 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. 2002-0020, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml), 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:							<i>is discharge within acceptable limits?</i>		<i>Comment</i>
Event #	Discharge Date & Amount (GAL)	Discharge Time	Meter Readings (at source)	Test Results (Chlorine / PH)	Name of Personnel Conducting Tests (print)	*signature of personnel	yes	no	
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
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	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						

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

Project Name: _____

Work Order No.(s): _____

Have any thresholds have been exceeded? Per Order No. 2002-0020, 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 G
HAZARDOUS LABELS/FORMS

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G
PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION
CRITERIA

ATTACHMENT G

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC WORKS DEPARTMENT

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

1. Addenda to this 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, will 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 this RFP (PASS/FAIL)

- 2.1. If the Design-Builder takes exception(s) to any portion of the RFP and its exhibits, the specific portion of the RFP or exhibits to which exception is taken shall be identified and explained to the City in writing a minimum of 10 days prior to the date established for submittal of the Technical Proposal.
- 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. Executive Summary (2 Points Max)

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

4. Project Team (3 Points Max)

- 4.1. Describe the proposed management plan for this Project. Describe the strength of key proposed construction and technical personnel, Subcontractors, and Subconsultants, including, but not limited to the following disciplines:
 - 4.1.1. Civil
 - 4.1.2. Landscape Architecture
 - 4.1.3. Environmental
 - 4.1.4. Geotechnical

5. Technical Approach and Design Concept (30 Points Max)

- 5.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, design methodology, conceptual design drawings, schematics, 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.

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

5.2.1. **BMP Retrofits:** Describe the proposed retrofits and modifications to the existing permanent BMPs at each site shall include, at a minimum:

5.2.1.1. Compliance with the applicable Municipal Storm Water Permit.

5.2.1.2. Permanent BMP type alteration or modification.

5.2.1.3. Site modifications including grading changes and/or vegetation removal or addition.

5.2.1.4. Geotechnical studies.

5.2.2. **Installation of New BMPs:** Describe the new BMPs at sites that do not currently have any, to include, at a minimum:

a) Permanent BMP type.

b) Compliance with the applicable Municipal Storm Water permit.

c) Additional sub surface infrastructure.

d) Modifications to the existing site conditions.

5.2.3. **Proposed Design Schedule:** Outline the proposed design schedule, including sequencing of each major design component and proposed durations.

6. **Construction Plan (25 Points Max)**

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

6.1.1. Construction approach and methods.

6.1.2. Plan for phasing of construction activities.

6.1.3. Proposed safety program.

6.1.4. Proposed emergency response plan.

6.1.5. Proposed construction schedule, including sequencing of project sites, with all construction to be complete by October 2, 2015.

6.1.6. Traffic Control Management.

6.1.7. Community Impact.

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

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

7.2. Subcontractor Documentation

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

7.2.2. Any changes to the listing of the proposed Subcontractors that have occurred in the information, required data or documentation submitted in the SOQ shall be submitted in accordance this section, and shall be included in an attachment, which shall be entitled “Subcontractor Documentation” using forms AA15 and AA30.

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

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

7.2.4.1. Submit the selection method used to the City in accordance with 2-5.3, “Submittals.”

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

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

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

- 7.2.6. The Design-Builder may use its corporate-generated subcontractor agreement to retain Subcontractors or Suppliers, provided the subcontractor agreement contains the terms required to be included in Subcontracts by this Contract.
- 7.2.7. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

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

8. Presentation and Interview (15 Points Max)

- 8.1.1.1. The presentation shall be presented by the Design-Builder’s key personnel who will be continuously involved on site or in San Diego, in relative proportion to their level of involvement.
- 8.1.1.2. The interview will consist of a (30) minute presentation by the Design-Builder and (30) minutes of questions by the Panel.

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 presentation will be part of the Proposal evaluation.

ATTACHMENT H
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
A.Sleiman / BDoringo / ls

REQUEST FOR PROPOSAL (RFP) FOR



STORM WATER PERMANENT BMP RETROFIT PROJECT DESIGN-BUILD CONTRACT

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 5151DB
RFP NO.: K-14-6089-DBA-3
TASK ORDER NO.: 11DB06
SAP NO. (WBS/IO/CC): B-14000
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: CC

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

**12:00 NOON
MAY 14, 2014
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101
ATTN: CONTRACT SPECIALIST**

ATTACHMENT H SHALL BE SUBMITTED IN ITS ENTIRETY

PROPOSAL FORMS

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 FORMS

(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 _____

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

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)

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

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

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

PROPOSAL FORMS

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 _____

LICENSE NO. _____ EXPIRES _____, _____

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): _____

E-Mail Address: _____

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature _____ Title _____

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

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

(NOTARIAL SEAL)

PROPOSAL FORMS

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

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ 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: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public

(SEAL)

PROPOSAL FORMS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

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

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

Contractor Name: _____

Certified By _____ Title _____
Name

_____ Date _____
Signature

USE ADDITIONAL FORMS AS NECESSARY

PROPOSAL FORMS

**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:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

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.

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 FORMS

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 **Storm water Permanent BMP Retrofit Project Design - Build Contract**

2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.

3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

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

Dated: _____

The Design-Builder: _____

By: _____
(Signature)

Title: _____

PROPOSAL FORMS

PRICE PROPOSAL FORMS (Design-Build)

The Design-Builder agrees to the design and construction of **Storm Water Permanent BMP Retrofit Project Design - Build Contract**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of the Task Order. The duration of the price guarantee shall be extended by the number of Days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
1	524126	Bonds (Payment and Performance)	1		LS	 	\$
2	541330	Engineering and Design Services	1	D	LS	 	\$
3	237310	Field Construction	1		LS	 	\$
4	541330	Storm Water Pollution Prevention	1		LS	 	\$
5		City Contingency - Type II	1		AL	 	\$250,000.00
TOTAL DESIGN-BUILD PROPOSAL (ITEMS NO 1 THROUGH 5 INCLUSIVE):							\$

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

Total Price For Design-Build Proposal, (items 1 through 5, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

PROPOSAL FORMS

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 14 of the RFP will be determined as checked below by the City based on:
 - (1) The City shall determine the Contract Price based on the Base Proposal alone.
- B. After the selection has been made, the City may award the Task Order for the Base Proposal alone or if applicable, for the Base Proposal plus any combination of alternates selected in the City's sole discretion.
- C. 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.
- D. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- F. 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.

PROPOSAL FORMS

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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.

PROPOSAL FORMS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

The **PERCENT VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with the subcontractors listing 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, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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.

PROPOSAL FORMS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	MANUFACTURE, SUPPLIER, NON- SUPPLIER	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

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

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

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

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

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

PROPOSAL FORMS

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-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	PERCENT VALUE OF MATERIAL OR SUPPLIES	MANUFACTURE, SUPPLIER, NON-SUPPLIER	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____					

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

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

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

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

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

ATTACHMENT I
DESIGN BUILD AGREEMENT

Executed in Three (3) Original Counterparts

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Orion Construction Corporation, 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 One Million Six Hundred Forty Three Thousand and 00/100 (\$1,643,000.00) Dollars for the faithful performance of the annexed contract, and in the sum of One Million Six Hundred Forty Three Thousand and 00/100 (\$1,643,000.00) Dollars for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Storm water Permanent BMP Retrofit Project - Build Contract, K-14-6089-DBA-3-C**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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


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

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

Dated June 5, 2014

Approved as to Form and Legality

Orion Construction Corporation
Principal

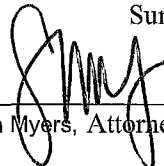
By 

Richard Dowsing, President
Printed Name of Person Signing for Principal

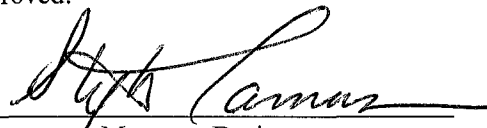
Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

Western Surety Company
Surety

By 
Sarah Myers, Attorney-in-fact

Approved:

By 
Mayor or Designee

1455 Frazee Road, Suite 801
Local Address of Surety

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

619-682-3510
Local Telephone No. of Surety

Premium \$ 18,173.00

Premium is for Contract Term and Subject to Adjustment Based on Final Contract Price.

Bond No. 58714689

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On JUN 05 2014 before me, Jose Lemus, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

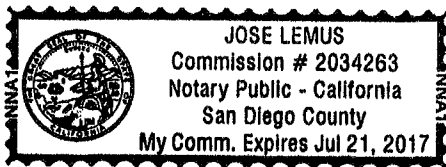
personally appeared Sarah Myers
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Jose Lemus
Signature of Notary Public Jose Lemus



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: _____

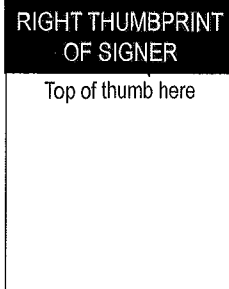
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

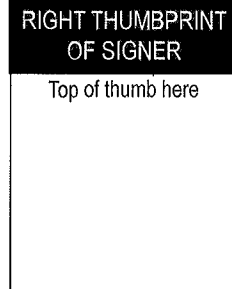
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

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. Bruflat

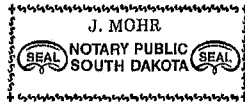
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of January, 2013, before me personally came Paul T. Bruflat, 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 _____ day of JUN 05 2014.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Storm Water Permanent BMP Retrofit Project - Build Contract

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

Orion Construction Corporation

(Name under which business is conducted)

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

Signed

Richard Dowsing

Printed Name

Richard Dowsing

Title

President

CONTRACTOR ADA CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

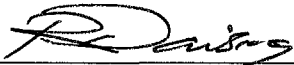
PROJECT TITLE: Storm Water Permanent BMP Retrofit Project - Build Contract

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

Orion Construction Corporation

(Name under which business is conducted)

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

Signed 
Printed Name Richard Dowsing
Title President

CONTRACTOR STANDARDS CERTIFICATION

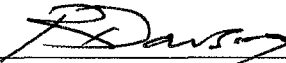
CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Storm Water Permanent BMP Retrofit Project - Build Contract

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

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

Dated this 16 Day of June, 2014.

Signed 

Printed Name Richard Dowsing

Title President

AFFIDAVIT OF DISPOSAL

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

Storm Water Permanent BMP Retrofit Project Design - Build Contract

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-6089-DBA-3-C**, SAP (IO/CC/WBS) No. **B-14000** and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

by _____ Contractor

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

AFFIDAVIT OF DISPOSAL

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

Storm Water Permanent BMP Retrofit Project Design - Build Contract

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-6089-DBA-3-C**, SAP (IO/CC/WBS) No. **B-14000** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

_____ Contractor

by

ATTEST:

State of _____

County of _____

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

Notary Public in and for said County and State

City of San Diego

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

ADDENDUM "1" REQUEST FOR PROPOSAL (RFP)



FOR

STORM WATER PERMANENT BMP RETROFIT PROJECT DESIGN-BUILD CONTRACT

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 5151DB
RFP NO.: K-14-6089-DBA-3
TASK ORDER NO.: 11DB06
SAP NO. (WBS/IO/CC): B-14000
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: CC

PROPOSAL DUE:

**12:00 NOON
MAY 15, 2014
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
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.

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

B. BIDDER'S QUESTIONS

Questions pertaining to Scope or Specifications

- Q1.** Please provide topographic survey
- A1.** Topographic surveys are not available.
- Q2.** Please confirm environmental studies and review is not required.
- A2.** If BMP upgrades are contained to the existing limits of the existing facilities and under the terms of the CEQA documents no additional studies or review is required.
- Q3.** What submittals are required?
- A3.** Submittals will be required for each site location at 60%, 90% and 100%. It is the intent of this DB contract to be able to design a site and have it constructed then design another site. However, there will only be one plan set for all 9 sites at the end of the contract.
- Q4.** Who will review the Water Quality Technical report for calculations and design on the BMPs?
- A4.** The City of San Diego will be reviewing the design of the BMPs and Water Quality Technical Reports.

C. CHANGES TO THE REQUEST FOR PROPOSALS

- 1.** To Item 6, SELECTION AND AWARD SCHEDULE, page 7, **DELETE** in its entirety and **SUBSTITUTE** with the following:

6. SELECTION AND AWARD SCHEDULE

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

- 6.1.1.** Pre-Proposal Meeting April 23, 2014
- 6.1.2.** Proposal Due Date May 15, 2014

- 6.1.3. RESERVED
- 6.1.4. Opening Price Proposals May 28, 2014
- 6.1.5. Selection and Notification June 5, 2014
- 6.1.6. Limited Notice to Proceed June 26, 2014

- 2. To Item 13, SUBMITTAL REQUIREMENTS, page 12, sub-item 13.4.5, Technical Presentation, **DELETE** in its entirety.
- 3. To ATTACHMENT A, PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, page 22, **ADD** the following:

3.0. As-Built Drawings:

3.1. As-Built Drawings/ Water Quality Technical Reports:

3.1.1. As-Built Drawings and water quality technical reports are available for download at the ftp site below:

<ftp://ftp.sannet.gov/OUT/STORM%20WATER%20PERMANENT%20BMP%20RETROFIT%20PROJECT/>

- 4. To ATTACHMENT G, PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA, pages 111 through 115, **DELETE** in their entirety and **SUBSTITUTE** with page 4 of 7 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *May 5, 2014*
San Diego, California

JN / BD / ls

ATTACHMENT G

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC WORKS DEPARTMENT

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

1. Addenda to this 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, will 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 this RFP (PASS/FAIL)

- 2.1.** If the Design-Builder takes exception(s) to any portion of the RFP and its exhibits, the specific portion of the RFP or exhibits to which exception is taken shall be identified and explained to the City in writing a minimum of 10 days prior to the date established for submittal of the Technical Proposal.
- 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. Executive Summary (2 Points Max)

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

4. Project Team (8 Points Max)

- 4.1.** Describe the proposed management plan for this Project. Describe the strength of key proposed construction and technical personnel, Subcontractors, and Subconsultants, including, but not limited to the following disciplines:
 - 4.1.1.** Civil
 - 4.1.2.** Landscape Architecture
 - 4.1.3.** Environmental
 - 4.1.4.** Geotechnical

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

5.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, design methodology, conceptual design drawings, schematics, 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.

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

5.2.1. BMP Retrofits: Describe the proposed retrofits and modifications to the existing permanent BMPs at each site shall include, at a minimum:

- a) Compliance with the latest Storm Water Municipal Permit.
- b) Permanent BMP type alteration or modification.
- c) Site modifications including grading changes and/or vegetation removal or addition.
- d) Geotechnical studies.

5.2.2. Installation of New BMPs: Describe the any new BMPs at sites that do not currently have any, to include, at a minimum:

- a) Permanent BMP type.
- b) Compliance with the most recent Storm Water Municipal permit.
- c) Additional sub surface infrastructure.
- d) Modifications to the existing site conditions.

5.2.3. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component and proposed durations.

6. Construction Plan (30 Points Max)

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

- 6.1.1.** Construction approach and methods.
- 6.1.2.** Plan for phasing of construction activities.
- 6.1.3.** Proposed safety program.
- 6.1.4.** Proposed emergency response plan.

6.1.5. Proposed construction schedule.

6.1.6. Traffic Control Management.

6.1.7. Community Impact.

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

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

7.2. Subcontractor Documentation

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

7.2.2. Any changes to the listing of the proposed Subcontractors that have occurred in the information, required data or documentation submitted in the SOQ shall be submitted in accordance this section, and shall be included in an attachment, which shall be entitled "Subcontractor Documentation" using forms AA15 and AA30.

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

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

- a) Submit the selection method used to the City in accordance with 2-5.3, "Submittals."
- b) Pre-qualify Subcontractors and Suppliers, in a manner at least as stringent as the City's pre-qualification standards.

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

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

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

7.2.7. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

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

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 presentation will be part of the Proposal evaluation.

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

STORM WATER PERMANENT BMP RETROFIT PROJECT DESIGN-BUILD CONTRACT

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 5151DB
RFP NO.: K-14-6089-DBA-3
TASK ORDER NO.: 11DB06
SAP NO. (WBS/IO/CC): B-14000
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: CITYWIDE
PROJECT TYPE: CC

PROPOSAL DUE:

**12:00 NOON
MAY 15, 2014
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
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. ADDENDUM "1"

1. To Item C, CHANGES TO THE REQUEST FOR PROPOSALS, page 2, Sub-item 1.6, SELECTION AND AWARD SCHEDULE, number 6.1.4, Opening Price Proposals, **DELETE** in its entirety and **SUBSTITUTE** with the following:

6.1.4 Opening Price Proposals May 21, 2014

James Nagelvoort, Director
Public Works Department

Dated: *May 8, 2014*
San Diego, California

JN / BD / ls

City of San Diego

CITY CONTACT: ORION CONST. CORP.
 CONTRACT SPECIALIST: Clementina Giordano
 Email: CGiordano@sandiego.gov
 Phone No.: (619) 533-3481, Fax No.: 619-533-3633
 A.Sleiman / BDoringo / ls

REQUEST FOR PROPOSAL (RFP)

FOR



STORM WATER PERMANENT BMP RETROFIT PROJECT DESIGN-BUILD CONTRACT

RFQ NO.: As-Needed Design-Build Service for the Engineering & Capital Projects Department – 5151DB
 RFP NO.: K-14-6089-DBA-3
 TASK ORDER NO.: 11DB06
 SAP NO. (WBS/IO/CC): B-14000
 CLIENT DEPARTMENT: 2116
 COUNCIL DISTRICT: CITYWIDE
 PROJECT TYPE: CC

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:

**12:00 NOON
 MAY 14, 2014**

**CITY OF SAN DIEGO
 PUBLIC WORKS CONTRACTING GROUP
 1010 SECOND AVENUE, 14th FLOOR, MS 614C
 SAN DIEGO, CA 92101
 ATTN: CONTRACT SPECIALIST**

ATTACHMENT H SHALL BE SUBMITTED IN ITS ENTIRETY

PROPOSAL FORMS

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 FORMS

(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 CONST. CORP.

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

R Dowsing
(Signature)

RICHARD DOWSING
(Printed Name)

PRESIDENT
(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 2185 LA MIRADA DR.

(5) City and State VISTA CA Zip Code 92081

(6) Telephone No. 760-597-9600 Facsimile No. 760-597-9661

(7) Email Address ROB@ORIONCONSTRUCTION.COM

ORIGINAL

PROPOSAL FORMS

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 549309, CLASS A, B, C-27
LICENSE NO. 549309 EXPIRES 11/30 2014

This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: 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.

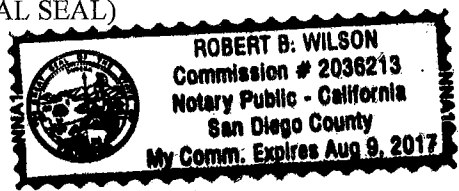
Signature R. Davis Title PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 14th DAY OF MAY, 2014

Notary Public in and for the County of SAN DIEGO, State of CALIFORNIA

Robert B. Wilson

(NOTARIAL SEAL)



ORIGINAL

PROPOSAL FORMS

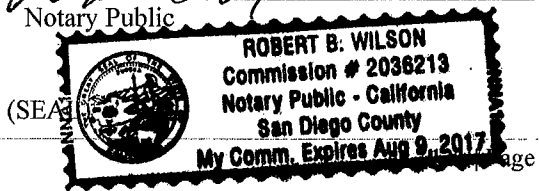
NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106

State of California)
County of SAN DIEGO) ss.

RICHARD DOWSING, being first duly sworn, deposes and says that he or she is PRESIDENT 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: [Signature]
Title: PRESIDENT

Subscribed and sworn to before me this 14th day of MAY, 2014
[Signature]
Notary Public



ORIGINAL

PROPOSAL FORMS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- Checked box: The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
Unchecked box: The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

Table with 6 columns: DATE OF CLAIM, LOCATION, DESCRIPTION OF CLAIM, LITIGATION (Y/N), STATUS, RESOLUTION/REMEDIAL ACTION TAKEN. The table is currently empty.

Contractor Name: ORION CONSTRUCTION CORP.
Certified By: RICHARD DOWSING, Title: PRESIDENT
Signature: [Handwritten Signature], Date: 5/14/14

USE ADDITIONAL FORMS AS NECESSARY

PROPOSAL FORMS

**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: <u>ORION CONST. CORP</u>	Contact Name: <u>RICHARD DOWSING</u>
Company Address: <u>2185 LA MIRADA DR</u>	Contact Phone: <u>760-597-9660</u>
<u>V199A CA 92081</u>	Contact Email: <u>RICHARD@ORIONCONST</u>

CONTRACT INFORMATION

Contract Title: <u>STORM WATER BMP RETROFIT</u>	Start Date: <u>6/14</u>
Contract Number (if no number, state location): <u>K-14-6089 DBA-3</u>	End Date: <u>10/15</u>

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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.

<u>RICHARD DOWSING/PRES.</u>	<u>[Signature]</u>	<u>5/14/14</u>
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

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

(Rev 02/15/2011)

ORIGINAL

PROPOSAL FORMS

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 **Storm water Permanent BMP Retrofit Project Design - Build Contract**

2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.

3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

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

Dated: MAY 14, 2014

The Design-Builder: ORION CONST. CORP.

By: 
(Signature)

Title: PRESIDENT

PROPOSAL FORMS

PRICE PROPOSAL FORMS (Design-Build)

The Design-Builder agrees to the design and construction of **Storm Water Permanent BMP Retrofit Project Design - Build Contract**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days (90 Days for federally funded contracts and contracts valued at \$500,000 or less) from the date Proposals are due until the award of the Task Order. The duration of the price guarantee shall be extended by the number of Days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension	
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ 18,000	
2	541330	Engineering and Design Services	1	D	LS	 	\$ 420,000	
3	237310	Field Construction	1		LS	 	\$ 946,000	
4	541330	Storm Water Pollution Prevention	1		LS	 	\$ 9,000	
5		City Contingency - Type II	1		AL	 	\$250,000.00	
TOTAL DESIGN-BUILD PROPOSAL (ITEMS NO 1 THROUGH 5 INCLUSIVE):								\$ 1,643,000

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

Total Price For Design-Build Proposal, (items 1 through 5, inclusive) amount written in words:

ONE MILLION, SIX HUNDRED FORTY THREE THOUSAND DOLLARS

Design-Builder: ORION CONSTRUCTION CORP.

AND NO CENTS.

Title: PRESIDENT

Signature: [Signature]

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

RICHARD DOWSING, PRES / SEC / TREAS.

ORIGINAL

PROPOSAL FORMS

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 14 of the RFP will be determined as checked below by the City based on:
 - (1) The City shall determine the Contract Price based on the Base Proposal alone.
- B. After the selection has been made, the City may award the Task Order for the Base Proposal alone or if applicable, for the Base Proposal plus any combination of alternates selected in the City's sole discretion.
- C. 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.
- D. Failure to initial all corrections made in the proposal documents may cause the Proposal to be rejected as **non-responsive** and ineligible for award.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- F. 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.

ADDENDUM #1 DATED MAY 9, 2014
ADDENDUM #2 DATED MAY 8, 2014
WE ACKNOWLEDGE RECEIPT OF ABOVE ADDENDA.

ORIGINAL

PROPOSAL FORMS

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

The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor shall be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified shall result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Harris + Associates</u> Address: <u>750 B Street, Suite 1800</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>619-236-1778</u>	Designer	Civil Design	\$ <u>246,000</u>	OBE		
Name: <u>Allied Geotechnical</u> Address: <u>9500 Cuyamaca St., Suite 102</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>92071</u> Phone: <u>619-449-5900</u>	Designer	Geo-technical	\$ <u>45,000</u>	ELBE	City	
Name: <u>Estrada Land Planning</u> Address: <u>225 Broadway, Suite 1160</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>619-236-0143</u>	Designer	Landscape Architect	\$ <u>34,000</u>	SLBE	City	

ⓐ 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.

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PROPOSAL FORMS

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

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [Ⓞ]	WHERE CERTIFIED [Ⓞ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Rancho Coastal Engineering</u> Address: <u>310 S. Twin Oaks Valley Rd. #107</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078</u> Phone: <u>760-510-3152</u>	<u>Designer</u>	<u>Survey</u>	<u>\$25,000</u>	<u>ELBE</u>	<u>City</u>	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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- | | | | |
|---|--------|--|---------|
| 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 |

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ORIGINAL

PROPOSAL FORMS

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

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓐ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>A. B. Hashmi</u> Address: <u>13066 Deer Canyon Court</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92131</u> Phone: <u>760-672-8059</u>	Constructor	Portions of BMP Installation	\$302,100	ELBE	City	
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>	Constructor	A.C. Paving	\$32,000	SLBE	City	
Name: <u>LSI Road Marking</u> Address: <u>PO Box 2426</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-443-7755</u>	Constructor	Striping	\$1,000	ELBE	City	

ⓐ 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.