

Mr. Marcelino E. Ortiz, President
Ortiz Corporation
2000 McKinley Avenue
National City, CA 91950
P. 619-434-7925 F. 619-434-7931

City of San Diego

CITY CONTACT: Claudia Abarca – Contract Specialist, Email: Cabarca@sandiego.gov
Phone No. (619) 533-3439, Fax No. (619) 533-3633
B Vitelle/NB/LJI

REQUEST FOR PROPOSAL (RFP)



COPY

FOR SBWRP DEMINERALIZATION DESIGN-BUILD CONTRACT

RFQ NO.: AS NEEDED DESIGN-BUILD SERVICES FOR THE ENGINEERING &
CAPITAL PROJECTS DEPARTMENT – 5151DB

RFP NO.:	<u>5868</u>
TASK ORDER NO.:	<u>11DB05</u>
BID NO.:	<u>K-13-5868-DBA-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00310</u>
CLIENT DEPARTMENT:	<u>2011</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BO</u>

PROPOSAL DUE:

12:00 NOON

May 29, 2013

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTING GROUP

1010 SECOND AVENUE, SUITE 1400, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

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1. INTRODUCTION

- 1.1. This is the City of San Diego's (City) second step (in a 2-step process) in the selection process to provide Design-Build services for the **SBWRP Demineralization Design- Build Contract** (Project).
- 1.2. This RFP is being issued to the selected firms for this selection process exclusively. These firms are:
 1. Ahrens Corporation/Lee & Ro.
 2. Arrieta Construction/Tran Consulting
 3. Cass Construction/Rick Engineering
 4. Orion Construction/Harris & Associates
 5. Ortiz Corporation/RBF
- 1.2.1. Proposals from any other firms will not be considered for this process and will be rejected as unsolicited Proposals.
- 1.3. Class "A" contractor's license will be required.
- 1.4. 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:
 1. The rejection of the Proposal.
 2. Removal of the Design-Builder from the short-list (for As-Needed Design-Build project).
- 1.5. Engineer's Estimate – The Engineer's estimate for this contract price is **\$2,294,000**.
- 1.6. 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. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.
- 1.7. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design 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	9.6%
2.	ELBE participation	14.7%
3.	Total mandatory participation	24.3%

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 Public Ranking Meeting if the overall mandatory participation percentage is not met.

3. **PROJECT BACKGROUND AND DESCRIPTION**

See Attachment A.

4. **SCOPE OF WORK AND SERVICES**

Design and construction of SBWRP Demineralization project to disconnect and relocate two Electrodeialysis Reversal (EDR) trailer units from North City Water Reclamation Plant (NCWRP) to South Bay Water Reclamation Plant (SBWRP) to reduce the Total Dissolved Solids (TDS) of the reclaimed water. This project also includes civil, mechanical, electrical, and instrumentation modifications at SBWRP and NCWRP to accommodate the move.

5. SELECTION PROCESS

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

5.1. Technical Proposal Requirements

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

5.1.2. The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder’s qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 500 words per page. Technical Proposals shall have a maximum number of 50 pages, including resumes, forms, divisions, etc.

NOTE: A cover letter may be submitted but SHALL not contain any information that is a required element of the Technical Proposal (i.e. acknowledgement of addenda)

5.1.3. 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 forms included in the Contract Documents as attachments and submitted with the Proposal.

5.1.4. The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in Attachment B. The contents of the Proposal shall be organized consistent with the Attachment B.

5.2. Price Proposal Requirements

5.2.1. One executed original, clearly marked on the cover, of the Price Proposal shall be submitted in a separate sealed envelope. Refer to Attachment ‘D’ of this RFP for the Price Proposal form to be used.

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

5.2.3. The lowest proposed price is not the determining factor for award of this contract. See Attachment ‘B’ for criteria from which the proposals will be evaluated.

5.2.4. 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.

- 5.2.5.** 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.

5.3. Submittal Requirements

5.3.1. Technical Proposal

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

- 5.3.1.2.** One executed original, clearly and conspicuously marked on the cover, and 10 complete paper copies of the Proposal, and 1 Compact Disk (CD) or Digital Video Disk (DVD) with a complete Portable Document Format (PDF) formatted version of the submitted documents for this proposal shall be included. The following information will be clearly marked on the outside of each package:

Name of Design-Builder

Project Title

“Technical Proposal” Package Number (e.g., 1 of 16, 2 of 16, etc.)

Marked “CONFIDENTIAL” (in red)

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

The Design-Builder shall provide the names of the principal individual owners of the firm. In the event the firm is employee owned or publicly held, then the fact shall be stated and the names of the firm’s principals or officers shall be provided.

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

- 5.3.1.5.** Technical Proposals and modifications thereto received subsequent to the hour and date specified above will render the Design-Builder’s submittal invalid and will cause its disqualification from this selection process.

- 5.3.1.6.** Proposals that deviate from the RFP and Bridging Documents supersede the RFP in accordance with 2-5.2, “Precedence of Contract Documents.”

Design elements which deviate from the scope of Work, City’s design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Attachment B, “Exception to this RFP” of the Proposal and brought to City’s attention during the presentation and interview.

5.3.1.7. Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the City Contact prior to the Proposal due date. Interpretations or clarifications considered necessary by the City Contact in response to such questions will be issued by Addenda, which will be uploaded to City's online service(s) e.g., e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents).

Questions received less than 14 days prior to the Proposal due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Proposer's responsibility to become informed of any addenda that have been issued and to include all such information in its Proposal.

5.3.2. Price Proposal

5.3.2.1. 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.

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.

5.3.2.2. The Price Proposal is to 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)

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

5.3.2.4. Price Proposals or modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittals invalid and will cause their disqualification in the selection process.

5.4. Review of Technical Proposal

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

5.4.2. Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. This schedule will be on a "random draw" basis and has no bearing on the potential for award.

5.5. Technical Presentation

5.5.1. 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. Based on the Design-Builder's Proposal, interview and the Project’s Evaluation Criteria, the Panel will rank the Design-Builder’s of its qualifications.

5.5.2. 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.

5.6. Final Selection (Adjusted Low Bid)

5.6.1. The ranking of each Design-Builder during the Technical Proposal review and the Interviews will serve as a divisor of the Price Proposal submitted thereby determining weighted price.

5.6.2. Selection will be based on “Adjusted Low Bid”. Following review of the Technical Proposals and the oral presentations/interviews, the resulting qualitative evaluation scores will be totaled on a scale of 0 to 100, and will be converted to a decimal (e.g., score of 85 is written as 0.85). After the scores have been calculated, each Design-Builder’s price envelope will be opened. The price will be divided by the score (expressed as a decimal) to yield the “Adjusted Low Bid”. The lowest adjusted bid will be recommended for Contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.

The following example summarizes and illustrates the process:

Design-Builder	Qualitative Score (100 Maximum)	Price Proposal	Adjusted Price *
A	0.85	\$1,000,000.00	\$1,176,471
B	0.95	\$1,300,000.00	\$1,368,421
C	0.65	\$900,000.00	\$1,384,615

* The adjustment to the Proposal is for selection only. Firm “A” has Adjusted Lowest Bid. The Price Proposal is the actual Contract amount.

5.6.3. The Design-Builders will be notified in writing of the City’s final decision.

6. Policies, Procedures and Guidelines

6.1. 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.

6.2. 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.).

- 6.3. The Panel will review all proposals received and when required interview each Design-Builder in accordance with Attachment 'B' 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. The public meeting will be held at 2:30 PM at Public Works Contracting Group (PWCG) 1010 Second Avenue, Suite 1400, San Diego, California, 92101 as scheduled in Section 8.

7. **EVALUATION CRITERIA**

The evaluation criteria and the respective weights that will be given to each criterion are attached as Attachment 'B'.

8. **SELECTION AND AWARD SCHEDULE**

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

- | | | |
|------|---|---------------|
| 8.1. | Pre-Proposal Meeting | May 7, 2013 |
| 8.2. | Proposal Due Date | May 29, 2013 |
| 8.3. | Interviews week of | June 10, 2013 |
| 8.4. | Public Ranking Meeting | June 18, 2013 |
| 8.5. | Selection and Notification | June 24, 2013 |
| 8.6. | Receipt of Bonds and Insurance Certificates | July 8, 2013 |
| 8.7. | Notice to Proceed | July 29, 2013 |

9. **PRE-PROPOSAL ACTIVITIES**

9.1. **Questions Concerning RFP**

All questions regarding the RFP shall be presented in writing to the City Contact at the postal address or the e-mail address identified on the cover sheet of the RFP.

9.2. **Pre-Proposal Meeting**

9.2.1. A Pre-Proposal meeting will be held from 10:00 AM to 11:00 AM, at 1010 Second Avenue, Suite 1400 San Diego, CA, 92101. All potential responders are required to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is not necessary for all members of a Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be held accountable for receiving and applying all information discussed at the Pre- Proposal Meeting.

9.2.2. Bid 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.

9.3. Pre-Proposal Site Visit.

The prospective Design-Builders are **encouraged** to visit the Work Site with the Engineer. The purpose of the Site Visit is to acquaint Design-Builders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. A Pre-Proposal Site Visit is scheduled as follows:

Time: 11:00 AM, after Pre-Proposal meeting

Date: May 7, 2013

Location: Starting at the North City Water Reclamation Plant and ending at the South Bay Water Reclamation Plant.

9.4. 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.

10. SPECIAL CONDITIONS

10.1. Reservations

This RFP does 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 Work.

10.2. Public Records

After the selection process is complete and a contract is signed between the City and the winning Design-Builder, all Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public view.

10.3. Right to Cancel

The City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Design-Builders will be notified in writing by the City.

10.4. Additional Information

The City reserves the right to request additional information or clarifications from or interview any or all Design-Builders.

10.5. Public Information

Release of Public Information - Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

10.6. Changes to Key Personnel and Substitution of Subcontractors

10.6.1. The Design-Builder shall not change or substitute any individual that is identified as “key personnel” in its SOQ and Proposal without the written consent of the City.

10.6.2. The Design-Builder shall not change or substitute any material, Supplier Subconsultants, or Subcontractor identified in its SOQ and Proposal without written consent of the City.

10.7. Use of Reference Documents and Pre-Design Reports

10.7.1. The City has made available As-Built Plans and Reference Documents related to the Project. Use of these reports shall be for general project background information only, and shall be used at the Design-Builder’s risk. No responsibility is assumed by the City for the completeness or accuracy of these reports.

10.7.2. The following documents are attached to the Scope of Work (Attachment ‘A’):

- a. Site Map

10.8. Use of Computer Aided Drafting and Design (CADD)

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

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

10.9. Scheduling and Management Reporting Systems

The Design-Builder will be required to use the latest version of the Primavera Project Management and Scheduling Software or equal.

10.9.1. The City will require the Design-Builder to submit and maintain a task-oriented computerized schedule for completing the Work over the life of the Project.

10.9.2. The Design-Builder shall anticipate that the development of this schedule will require at least 3 steps; (1) development of a work breakdown structure by the Design-Builder and submittal to the City for review; (2) development of interface procedures (and software, if necessary) to communicate from the Design-Builder's computer networking software to the City's networking software (Primavera), and (3) development of an activity network for submittal to the City for review and concurrence.

10.9.3. The Design-Builder will be required to furnish activity status and network updates on disks in a format that will interface with the City's scheduling system. The City will utilize the schedule information supplied by the Design-Builder in to review progress payments and to monitor the progress of the project against the agreed schedule requirements.

10.10. Project Schedule

10.10.1. The City has established the following tentative milestones for the Project:

- | | |
|---|--------------|
| a. Design-Builder NTP | July 2013 |
| b. Approve project schedule (Primavera) | July 2013 |
| c. Issue Notice of Completion | January 2014 |

For the Contract Time refer to Contract Front End Volume 1, Invitation to Bids (see Attachments).

10.11. Acknowledgement of Addenda

The Design-Builder shall confirm in its Proposal 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.

10.12. The agreement, terms and conditions are included in The City's Front End Contract Documents Volume 1 and 2, The GREENBOOK Part 1, and The WHITEBOOK e.g., the City Supplement.

ATTACHMENT A

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

ATTACHMENT A

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

PUBLIC UTILITIES DEPARTMENT

SOUTH BAY WATER RECLAMATION PLANT DEMINERALIZATION – S00310

1. PROJECT DESCRIPTION, SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1.1. The Scope of Work for the project is as follows:

The City of San Diego is proposing to move two Electrodialysis Reversal (EDR) Trailer Units from their existing location at North City Water Reclamation Plant (NCWRP) to South Bay Water Reclamation Plant (SBWRP). The proposed relocation of the two EDR mobile trailer units shall establish a new Demineralization Facility at SBWRP. The Design Build Contractor (DBC) shall develop the demineralization facility that will encompass the following facility infrastructure: Adequate electrical power to the site; new mechanical process piping for conveyance of feed water, product water, and Clean In Place (CIP) feed and return systems; new chemical feed systems; control system integration; and site modifications including a concrete slab, canopy structure, site lighting and electrical room.

2. NCWRP work description:.

2.1. The DBC shall prepare the two EDR trailer units for transportation prior to relocation. This may involve, but not limited to, assessment and repair of the axles, tires, brakes, electrical/lighting, provide all other apparatus as needed, and removal or securing the existing equipment located inside and outside of the units.

2.2. The DBC shall be responsible for all requirements in transporting the trailer units from their existing location at NCWRP to their new location at SBWRP. The semi-trailers sit adjacent to existing facilities and may need to be mechanically lifted and rotated in order to connect to the towing vehicle.

2.3. In preparation for decommissioning EDR units 4 and 5 from NCWRP, the DBC shall modify the plant's electrical system, chemical system, instrumentation and Distributed Control System (DCS) as required. The DBC shall disconnect and modify the existing system process piping and blind flange exposed ends per Engineer's direction.

3. SBWRP Site Scope:

3.1. The DBC shall design and construct a new concrete slab for estimated 100,000 pound trailer load with double axle wheel set and front end landing gear. The concrete slab shall be approximately 80' x 60' and shall have a minimum 4000 psi compressive strength with grounding grid. Site grading and associated retaining walls shall be incorporated if required. A geotechnical report is required as part of the Building Permit process with the Development Services Department (DSD).

- 3.2. The proposed concrete pad shall have adequate slope for drainage that allows runoff to an adjacent swale located within the gravel area. The swale shall be large enough to capture flow from a volume of runoff produced from an 85th percentile storm event per the County of San Diego Hydrology Manual 85th percentile isopluvial map at: www.sdcounty.ca.gov/dpw/docs/pct85.pdf
- 3.3. Provide stands for elevating the trailer off of the concrete pad for long-term use at the site. Stands shall be seismically sufficient per industry standards.
- 3.4. A canopy structure shall be constructed adjacent to the trailer units for the process piping and EDR maintenance area. The canopy shall be steel frame structure approximately 20' x 20' and have an interior clearance of 18' from pad. The canopy shall have wet location UL lighting fixtures with weather proof switch for lighting control. Water service shall be provided to the EDR maintenance area and the proposed drainage should be connected to the plant's sanitary drain system.
- 3.5. Provide in-ground piping that penetrates concrete pad and final connection of feedwater, EDR product water, Clean In Place (CIP) feed and return system, and electrode (ECIP) chemical solutions and waste brine to its source or disposal location within the EDR facility area.
- 3.6. Provide complete chemical feed systems that supply hydrochloric acid to EDR membrane stacks, the liquid chlorine injection system to the EDR recirculating brine loop, and the CIP system providing in-place cleaning of the system using a recirculating chemical (acid and caustic/salt) solution. DBC shall provide complete chemical containment, transfer pumps and controller integration. The DBC shall study the existing chlorine line and determine if it can accommodate the EDR project.
- 3.7. The DBC shall design and construct feed water conveyance for both EDR trailer units. Provide two pumps to send minimum estimated 75 psi (932 gpm) water pressure to meet feed water requirement for each trailer. Both EDR feed pumps shall be driven with variable-frequency drives (VFDs) in order to modulate overall EDR feed water flow. EDR feed pumps shall be controlled by the PLC provided with EDR Units. Provide additional spare pump unit.
- 3.8. The proposed feed connection point to the EDR shall be prior to the UV system and after the coal filtration. Connection to existing piping may not provide adequate feed transmission, therefore a new wet well may be required.
- 3.9. Provide connections up to PVC flange fittings underneath the trailer unit. Interconnect all trailer connections to new installed piping system within the EDR treatment area.
- 3.10. Provide steel or ductile pipes (lined and coated) from discharge pumps to EDR feed.
- 3.11. Provide additional caustic feed (if required) to adjust pH of EDR product water.
- 3.12. Provide a connection from EDR Product line to the existing UV influent channel through a connection box. This connection shall be made through a new concrete EDR product connection box and by coring a hole in the existing structure. A product water storage tank may be required to facilitate the transition. DBC shall incorporate design features that will maintain the same flow rate into the UV channel.

- 3.13. The feed and return process piping shall be sized to accommodate the anticipated flow for the EDR trailers. The DBC shall be responsible for supplying and installing all equipment and connections to allow the equipment to operate as intended. DBC shall relocate or replace existing monitoring devices that may be disturbed by the new EDR configuration.

4. **SBWRP Electrical Scope:**

- 4.1. The Electrical Scope of Work involves power availability for EDR #4 & 5. The City is looking into the possibility of feeding the EDRs from the existing Unit Substation 64 USS. The demand load for each switchgear section 64SWBD1 and 64SWBD2 needs to be determined to make sure the 400 amp loads for each EDR can be connected to each switchboard 64SWBD1 and 64SWBD2. Provide adjustable trip unit in the existing space of 64SWBD1 and 64SWBD2. DBC shall confirm the availability of power for the EDRs and auxiliary loads before start of construction. DBC shall be responsible for the installation of concrete encased schedule 80 PVC conduits including the saw cutting, trenching and backfilling for complete installation of these electrical conduits. The DBC shall supply and pull cable in newly installed conduits.
- 4.2. Provide a dedicated enclosed EDR electrical room to house the Variable Frequency Drives (VFDs) and control system integration. The DBC shall determine the correct size of the electrical room that meets all clearance requirements by the National Electric Code. The exact location will be determined during discussion with Plant Operations. This room will be air conditioned and placed on the proposed concrete pad. Provide electrical room equipment including Electrical Distribution Panel, Transformer, Load Center, Concentrate Pump VFD, Control Panel, Power Supply Cabinet, Air Conditioning Unit, Air Compressor and Astronomical Timeclock.
- 4.3. Make all terminations and panel connections required to support operations and support of the EDR trailers. The demand load needs to be verified to make sure 400 amp load for each EDR trailer can be supported. Provide 480 volt, 3 phase power (400 amp minimum power supply for each EDR trailer) distribution panels in the new electrical room to connect loads associated with the relocated EDR trailers.
- 4.4. DBC shall be responsible for system integration of the EDR feed pumps and EDR controls with the plant DCS system will be included as part of this project. DBC shall obtain service agreement with Emerson Process Management for technical assistance required to integrate EDR controls. Provide in-ground interconnection of the electrical room Main EDR 2020 PLC/Allen Bradley Touchscreen to each EDR trailer system for joint control/monitoring of EDR system operation and data transfer to existing operations building control room. Provide conduit and cable for all control and electrical wiring from power panel to PLC.
- 4.5. Electrical work shall comply with the current edition of the National Electrical Code. DBC shall be responsible for all field verification, development of electrical drawings with a complete installation that shall be code compliant with proper grounding as required by the National Electric Code.

5. Miscellaneous requirements:

5.1. The DBC shall procure services of GE Water & Process Technologies. GE Water shall provide EDR technical guidance and field service assistance for:

- a) Pre Installation Meeting
- b) Supervision of Installation
- c) Initial Loop Test
- d) Functional Testing
- e) Initial Startup & Debugging
- f) Acceptance Test
- g) Personnel training for EDR units. Training for DCS shall be provided by Emerson.

5.2. SBWRP and NCWRP will not allow any shutdowns during the months of June, July, and August.

5.3. The design shall be stamped and signed by a licensed engineer in the State of California. The DBC is responsible to obtain all regulatory construction permits before the Construction Notice to Proceed is issued.

6. Reference Standards:

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings – Standard Drawings Updates Approved For Use*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE:	*Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml	

ATTACHMENT B
PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC UTILITIES 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 Design-Builder shall confirm in its Technical Proposal 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 Design-Builders are not required to include copies of the actual addenda in its Proposal.

2. Exceptions to this RFP (PASS/FAIL)

If the Design-Builder takes exception(s) to any portion of the RFP and its attachments, the specific portion of the RFP or attachment to which exception is taken shall be identified and explained to the City in writing a minimum of 10 days prior to the date established for submittal of the Technical Proposal. Exceptions taken after the stipulated period to this RFP may be cause for rejection of the Proposal and discontinue the Design-Builders participation to this selection process. The City reserves the right to waive exception(s) as it deems in the best interests of the City.

3. Executive Summary (5 Points Max)

Include a one- to two-page overview of the entire Proposal describing the highlights of the Proposal. Failure to provide the executive summary will result in the RFP being considered non-responsive and ineligible for further consideration.

4. Project Team (10 Points Max)

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:

- a. Civil
- b. Architectural
- c. Structural
- d. Mechanical
- e. Electrical
- f. Instrumentation and Controls
- g. Environmental
- h. Geotechnical
- i. Corrosion

5. **Technical Approach and Design Concept (25 Points Max)**

Describe in detail the proposed design concept for this project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Design-Builder's technical approach. The completeness and technical merit of the design concept will be evaluated. The following elements shall be included in this Technical Proposal:

SOUTH BAY WATER RECLAMATION PLANT DEMINERALIZATION

- a. Describe the proposed EDR facility, to include, at a minimum:
- Proposed site layout, including location of trailers, electrical room, chemical farm and maintenance area.
 - NCWRP proposed plan, including decommissioning of EDR trailers, transporting trailers and facility modifications.
 - Conveyance system, outlining method for tie-in location and product water connection point, including piping material, sizing and pumps.
 - Instrumentation and controls
 - Chemical feed process, including feeds, containment and supply considerations.
 - Power service and electrical features
- b. **Proposed Design Schedule:** Outline the proposed design build schedule, including sequencing of each major design component and proposed durations.

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

- a. Describe the proposed construction plan for this project, including the following, at a minimum:
- Construction approach and methods
 - Plan for operation of facilities during construction
 - Plan for phasing of construction activities
 - General plan for functional testing and start-up.
 - Proposed safety program
 - Proposed emergency response plan
 - Proposed construction schedule

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

Failure to submit the required EOCP information will result in SOQ or Proposal (as applicable) being determined as non-responsive.

- a. Work Force Report

Include a completed Work Force Report found in Attachment 'D' of this RFP for its employees located within San Diego County only. The selected firm may be required to submit workforce data for a regional office prior to contract award.

b. Subcontractor Documentation

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 provided in Volume 2, Attachment 'D' of this RFP. Note: Subcontractors include design professionals, as well.

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 & AA30 provided in Volume 2, Attachment 'D' of this RFP...

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.

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.
- d. 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.

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.

The points will be awarded in only one of the possible outcomes as follows:

	OUTCOME	Maximum Possible Point
1	5% - 9% participation SLBE or ELBE	5
2	10%-14% participation SLBE or ELBE	10
3	15%-19% participation SLBE or ELBE	15
4	20%-24% participation SLBE or ELBE	20
5	25% participation SLBE or ELBE	25

In no case the points shall exceed 25.

8. Presentation and Interview (10 Points Max)

Total Points: 100

Proposals that do not contain the aforementioned components will not be considered.

**ATTACHMENT C
CONTRACT FRONT END VOLUME 1**

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Claudia Abarca – Contract Specialist, Email: Cabarca@saniego.gov
Phone No. (619) 533-3439, Fax No. (619) 533-3633
B Vitelle/NB/LJI

CONTRACT DOCUMENTS FOR



SBWRP DEMINERALIZATION DESIGN-BUILD CONTRACT

VOLUME 1 OF 2

RFQ NO.: **AS NEEDED DESIGN-BUILD SERVICES FOR THE ENGINEERING &
CAPITAL PROJECTS DEPARTMENT – 5151DB**

RFP NO.:	<u>5868</u>
TASK ORDER NO.:	<u>11DB05</u>
BID NO.:	<u>K-13-5868-DBA-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00310</u>
CLIENT DEPARTMENT:	<u>2011</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BO</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **SBWRP Demineralization Design-Build Contract** (Project).
2. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the design and construction of the Project as described in the RFP.
 - 2.1. The Work shall be performed in accordance with:
 - 2.1.1. The RFP including Design-Build Bridging Documents.
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **132 Working Days**.
4. **EQUAL OPPORTUNITY**
 - 4.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their 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.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 5.1.** **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

- 5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

- 6. JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

- 7. WAGE RATES:** Prevailing wages are applicable to this contract.

8. INSURANCE REQUIREMENTS:

- 8.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 8.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

9. PREQUALIFICATION OF CONTRACTORS:

- 9.1.** Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

- 9.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 10. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 11. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitations to Bid at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Invitations to Bid shall be the sole responsibility of each bidder. The Invitations to Bid creates or imposes no obligation upon the City to enter a contract.
- 12. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- 13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 14. AWARD PROCESS:**
- 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** 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 City Clerk or Public Works Contracting Group.

17. QUESTIONS:

- 17.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- 17.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 17.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- 17.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.

18. ELIGIBLE BIDDERS: No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

19. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and 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 and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.

20. PROPOSAL FORMS: Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

20.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.

20.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

20.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

20.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

21. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

21.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

21.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

21.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

22.1. This contract may be awarded to the lowest responsible and reliable Bidder.

22.2. For Design-Build contracts, the award may not be solely based on price. Refer to the RFP for the selection and award details.

22.3. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.

22.4. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

22.5. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

22.6. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

- 22.7. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 22.8. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 22.9. The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

23. BID RESULTS:

- 23.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page: <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.
- 23.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

24. THE CONTRACT:

- 24.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 24.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 24.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 24.4.** For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 24.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder 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, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 26. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 26.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5.** 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.
- 26.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation.

27. PRE-AWARD ACTIVITIES:

- 27.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 27.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

28. REQUIRED DOCUMENT SCHEDULE:

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Price Proposal Form		√
2.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Propser 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		√
6.	PROPOSAL SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA15 - Design-Build List of Subcontractors	√	

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED	DOCUMENT DUE (AS CHECKED) WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
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 PUBLIC RANKING MEETING 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 PUBLIC RANKING MEETING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available		
11.	WITHIN 3 WORKING DAYS OF PUBLIC RANKING MEETING 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 Proposer -		
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		

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

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 16 day of October, 2013, by and between The City of San Diego [City], a municipal corporation, and ORTIZ CORPORATION [Design-Builder], for the purpose of designing and constructing the **SBWRP Demineralization Design-Build Contract** in the amount of THREE MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED SIXTY TWO DOLLARS AND ZERO CENTS (\$3,888,562.00). The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued a Request for Proposals [RFP] for K-13-5868-DBA-3 pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

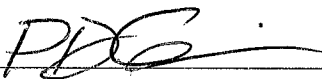
- A. Recitals and Exhibits. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All exhibits referenced in this Agreement section are incorporated into the Contract by this reference.

- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the Notice Inviting Bids, Supplementary Special Provisions (SSP), Phased Funding Schedule Agreement, the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Bid documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2012 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2012 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102(1)(a) authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By 

Jan I. Goldsmith, City Attorney

By 

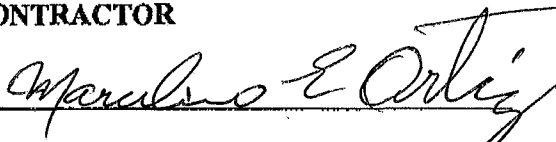
Print Name: Paul D. Chopin
Principal Contract Specialist, Public Works

Print Name: Pedro De Lara, Jr.
Deputy City Attorney

Date: 10.16.13

Date: 10/16/13

CONTRACTOR

By 

Print Name: Marcelino E. Ortiz

Title: President

Date: 08/28/2013

City of San Diego License No.: B1996008117

State Contractor's License No.: 602454

**CONTRACT/AGREEMENT
ATTACHMENTS**

**CONTRACT ATTACHMENT
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

ORTIZ CORPORATION, a corporation, as principal, and International Fidelity Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of THREE MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED SIXTY TWO DOLLARS AND ZERO CENTS (\$3,888,562.00) for the faithful performance of the annexed contract, and in the sum of THREE MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED SIXTY TWO DOLLARS AND ZERO CENTS (\$3,888,562.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract SBWRP Demineralization Design-Build Contract, Bid Number K-13-5868-DBA-3, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

*Premium subject to
change based on final
contract price.*

CONTRACT ATTACHMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated August 27, 2013

Approved as to Form and Legality

Jan I. Goldsmith, City Attorney

By *Paul D. Chopin, Jr.*
Deputy City Attorney

Approved:

By *PDC*
Paul D. Chopin
Principal Contract Specialist, Public Works

Ortiz Corporation

Principal

By *Marcelino E. Ortiz*
Marcelino E. Ortiz - President
Printed Name of Person Signing for Principal

International Fidelity Insurance Company

Surety

By *Bart Stewart*
Attorney-in-fact, Bart Stewart

13400 Sabre Springs Parkway Ste. 245

Local Address of Surety

San Diego, CA 92128

Local Address (City, State) of Surety

(858) 513-1795

Local Telephone No. of Surety

Premium \$ 28,135.00

Bond No. SDIFSU0591904

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

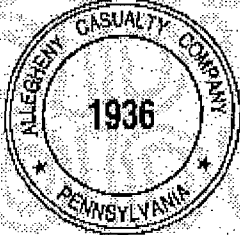
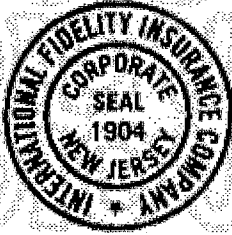
Encinitas, CA.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under, and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals, when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012:

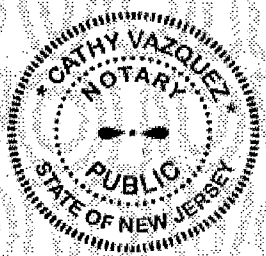


STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of August 2013

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 08/27/13 before me, Laura Ashley Aceves, Notary Public
(Here insert name and title of the officer)

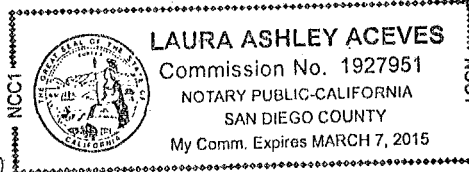
personally appeared Bart Stewart

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 ~~he~~ she ~~she~~ they executed the same in his ~~his~~ her ~~her~~ their authorized capacity(ies), and that by his ~~his~~ her ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

[Handwritten Signature]

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: SBWRP Demineralization Design-Build Contract

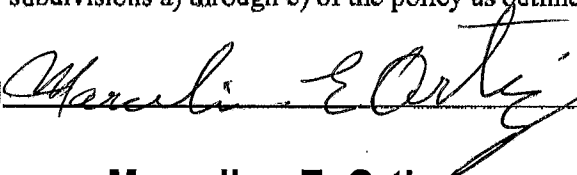
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

ORTIZ 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



Printed Name Marcelino E. Ortiz

Title President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: SBWRP Demineralization Design-Build Contract

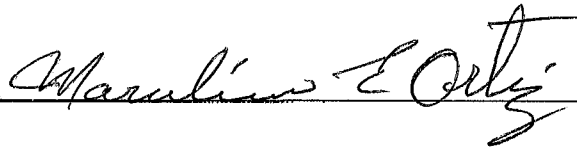
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

ORTIZ 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 Marcelino E. Ortiz

Title President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

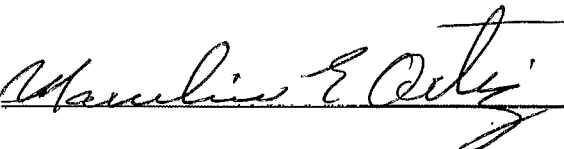
PROJECT TITLE: SBWRP Demineralization Design-Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of **ORTIZ 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 the WHITEBOOK, Section 7-13.4, ("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 28 Day of AUGUST, 2013.

Signed



Printed Name **Marcelino E. Ortiz**

Title **President**

PHASED FUNDING SCHEDULE AGREEMENT

BID NUMBER: K-13-5868-DBA-3

CONTRACT OR TASK TITLE: SBWRP DEMINERALIZATION

CONTRACTOR: Ortiz Corporation

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Design, obtain permits, relocation of trailers, NCWRP site modifications, mobilization, bonds, insurance, equipment procurement, and initiate construction at SBWRP.	<u>NTP</u>	<u>8/31/2014</u>	<u>\$2,100,000.00</u>
2	Construct new SBWRP EDR facility, startup and testing, demobilization.	<u>9/1/2014</u>	<u>NOC</u>	<u>\$1,788,562.00</u>
Total				\$3,888,562.00

Notes:

- (1) City Supplement 9-3.6, "PHASE FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASE FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

OWNER: CITY OF SAN DIEGO

CONTRACTOR: Ortiz Corporation

By:

Brian Vitale
Project Manager,
Public Works Department - AEP

By:

Marcelino E. Ortiz
Marcelino E. Ortiz

Date:

10-9-13

Date:

8-29-13

- END OF PHASE FUNDING SCHEDULE -

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:

SBWRP Demineralization Design-Build Contract

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-13-5868-DBA-3**; SAP No. (WBS/IO/CC) **S-00310**; 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

FUNDING AGENCY PROVISIONS

1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS:

- 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.
- 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.
- 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.

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.

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplements, ADD the following:

The Normal Working Hours are **8:00 AM to 4:00 PM**.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

You must perform, with your own organization, Design-Builder 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 Services. DELETE in its entirety and SUBSTITUTE the following:

The Design-Builder shall be responsible for all surveying services or as may be specified in these special provisions.

The payment for survey services shall be included in the various Bid items unless a Bid item for Survey Service has been provided.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.4 Inspection Paid For By the Contractor. To the City Supplements, ADD the following:

All special inspection involved with the work associated.

4-1.6 Trade Names or Equals. To the City Supplement, ADD the following:

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the Public Ranking Meeting** and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 **Moratoriums.** To the City Supplements, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) Shutdowns will not be allowed during the months of June, July and August.

ADD:

6-8.4 **Latent and Patent Defect Warranty.** For Design-Build contracts, the Contractor shall warrant to City that the construction, including all materials and equipment furnished as part of the construction, shall be free of latent and patent defects in materials and workmanship. The City will first provide the Contractor an opportunity to correct or replace any latent and patent defect at its own cost and expense, if notified by the City within 4 years after the date of Acceptance for patent deficiency and 10 years for a latent deficiency. If the Contractor fails to repair and replace the reported deficiency, the City will repair the deficiency and charge the Contractor for the repair.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 **Policies and Procedures.**

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured’s contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3

Contractors Pollution Liability Insurance.

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

7-3.2.4

Contractors Hazardous Transporters Pollution Liability Insurance.

1. You must provide at your expense or require Subcontractor to provide, as described below Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
2. All costs of defense must be outside the limits of the policy. The deductible must not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you must be approved separately in writing by the City.

3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies must be procured before the Work commences and must be maintained for the duration of this contract. Claims Made policies must be procured before the Work commences, must be maintained for the duration of this contract, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work under this contract without advancing the retroactive date.
5. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.5 Contractors Builders Risk Property Insurance..

1. You must provide at its expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance must be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits must be 100% of this contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.
3. The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance must be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles must be apportioned

among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant must pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City must be entitled to 100% of its loss. The Contractor must pay the City any portion of that loss not covered because of a deductible, at the same time the proceeds of the insurance are paid to the City as trustee.

5. Any insured, other than the City, making claim to which a deductible applies must be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

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

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

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

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

- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

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

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

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured.

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

7-3.5.4.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

- 7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.
- 7-3.5.5 Builders Risk Endorsements.**
- 7-3.5.5.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.
- 7-3.5.5.2 Builders Risk – Partial Utilization.** If the City desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, the City will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.
- 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.

6. 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.

7. 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

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

7-4.1.1 Waiver of Subrogation.

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

7-8.6 Water Pollution Control. ADD the following:

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

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, 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 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 **FIELD OFFICE FACILITIES.** To the City Supplements, DELETE in its entirety.

SECTION 9- MEASUREMENT AND PAYMENT

9-3.2.5 **Withholding of Payment.** To 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 300 – EARTHWORK

300-1.4 **Payment.** To the City Supplements, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2-1
306-1.7.2.2	Permits	306-1.9.2-2
306-1.7.2.3	Submittals	306-1.9.2-3
306-1.7.2.4	Trenchless Construction	306-1.9.2-4
306-1.7.2.5	Payment	306-1.9.2-5
306-1.7.3.6	Private Pump Installation	306-1.9.2-6
306-1.7.3.7	Payment	306-1.9.2-7

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

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

306-22 **Pipe Fusion.** DELETE in its entirety.

SECTION 705 – WATER DISCHARGES

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

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

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

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 **NOTICE OF EXEMPTION** for **SOUTH BAY WATER RECLAMATION PLANT DEMINERALIZATION, Project No. S-00310**, as referenced in the Contract Appendix. You must comply with all requirements of the **NOTICE OF EXEMPTION** as set forth in the Contract Appendix A.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

Notice of Exemption

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422
 OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

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

PROJECT NO.: **WBS S-00310**

PROJECT TITLE: **South Bay Water Reclamation Plant Demineralization**

PROJECT LOCATION-SPECIFIC: The project is located within the South Bay Water Reclamation Plant (SBWRP) located at 2411 Dairy Mart Road within the Tijuana River Valley Planning Area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project includes the relocation of two Electro-dialysis Reversal (EDR) mobile trailer units from North County Water Reclamation Plant to the SBWRP. The two EDR units will be located on a new 80 by 100 foot concrete pad within existing developed areas of the plant adjacent to the Ultraviolet Disinfection facility. Two new 75 hp pumps, one for each EDR unit will be installed to pump water to each unit. Other associated improvements include installation of new piping, electrical conduit to the new units, new piping connections to UV facilities, a new electrical room to house the electrical system controls, and a shade canopy structure over the EDR units to regulate their operating temperature. The site is entirely developed and no sensitive vegetation will be removed. The project will not impact undisturbed native soils.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, E&CP Dept/Brian Vitelle
600 B Street, Suite 800 (MS 908A)
San Diego, CA 92101
619 533-7413

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
- (X) CATEGORICAL EXEMPTION: 15302 (C) (REPLACEMENT AND RECONSTRUCTION) AND 15303(E) (NEW CONSTRUCTION OF SMALL STRUCTURES)

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an Initial Study which determined that since the project area is devoid of sensitive biological and historical resources that the action would not result in impacts to these or any other resources. Furthermore the project meets the criteria set forth in CEQA Section 15302(c) which allows for replacement of existing utilities with substantially the same purpose and capacity and 15303(e) which allows for the construction of small structures and installation of small facilities and where exceptions listed in CEQA Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON:

TELEPHONE: (619)

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. Bergman / SENIOR PLANNER
SIGNATURE/TITLE

NOVEMBER 28, 2012
DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

() SIGNED BY APPLICANT

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

4. **POLICY**

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

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

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).

4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.

4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application For Fire Hydrant Meter

(EXHIBIT A)

For Office Use Only

2797 Caminito Chollas • San Diego, California 92105-5097
METER SHOP 619 527 7449
FAX 619 527 3125

NS Rec:	Fac #:
Date:	By:

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

Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.)

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 Code:	Phone: ()
-------	--------	-----------	------------

*Business License #:	*Contractor License #:
----------------------	------------------------

**A copy of the Contractor's License and/or Business License is required at the time of meter issuance.*

Name and Title of Agent:	Phone: ()
--------------------------	------------

Site Contact Name and Title:	Phone: ()
------------------------------	------------

Pager #:	Cell: ()
----------	-----------

Responsible Party Name:	Title:
-------------------------	--------

Social Security or Cal ID #:	Phone: ()
------------------------------	------------

Signature:	Date:
------------	-------

Guarantees payment of all charges resulting from the use of this meter. Insures that employees of this organization understand the proper use of Fire Hydrant Meter.

Fire Hydrant Meter Removal Request

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:
--	-------------------------

Provide current Meter location if different from above:

Signature:	Title:	Date:
------------	--------	-------

Phone: ()	Pager: ()
------------	------------

For Office Use Only

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter
-------------------------------------	--

CIS Account #:	Deposit Amount: \$	Fees Amount: \$
----------------	--------------------	-----------------

Meter Serial #:	Meter Size:	Meter Make & Style:
-----------------	-------------	---------------------

Backflow #:	Backflow Size:	Meter Make & Style:
-------------	----------------	---------------------

Name:	Signature:	Date:
-------	------------	-------

\$1,108.45 - FOR 24 HR INSTALLATION
 \$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing**

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

"Exhibit C"

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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department
Attn: Meter Services
2797 Caminito Chollas
San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx-xxx.

Sincerely,

City of San Diego Water Department



Fire Hydrant Meter Relocate/Removal Request

(EXHIBIT D)

For Office Use Only

NS Req:	FHM Fac #:
Date:	By:

Date:

Instruction: Complete pertinent information then FAX both form and map to (xxx) xxx-xxxx, mail, or hand-deliver to the City of San Diego, Water Department/Meter Shop at: 2707 Caminito Chollas San Diego, CA 92105

Meter Information

Billing Account #:	Requested Move Date:
Current Fire Hydrant Meter Location:	
New Meter Location: (Attach a detailed map, Thomas Bros map location or construction drawing.)	

Company Information

Company Name:			
Mailing Address			
City:	State:	Zip Code:	Phone: ()
Name and Title of Requestor:			Phone: ()
Site Contact Name and Title			Phone: ()
Pager #:			Cell: ()
Responsible Party Name authorizing relocation fee:			
Signature:	Title:	Date:	

Fire Hydrant Meter Removal Request

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:	
Provide current Meter location if different from above:		
Signature:	Title:	Date:
Phone: ()	Pager: ()	

For Office Use Only

CIS Account #:	Fees Amount: \$		
Meter Serial #:	Size:	Make/Style	
Backflow #:	Size:	Make/Style	
Name:	Signature:	Date:	

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

APPENDIX C

Materials Typically Accepted by Certificate of Compliance

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D
SAMPLE CITY INVOICE

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

APPENDIX E
LOCATION MAP

South Bay Water Reclamation Plant Demineralization Project

SENIOR ENGINEER
Iraj Asgharzadeh
619-533-5105

PROJECT ENGINEER
Gabriel Torres
619-533-5113

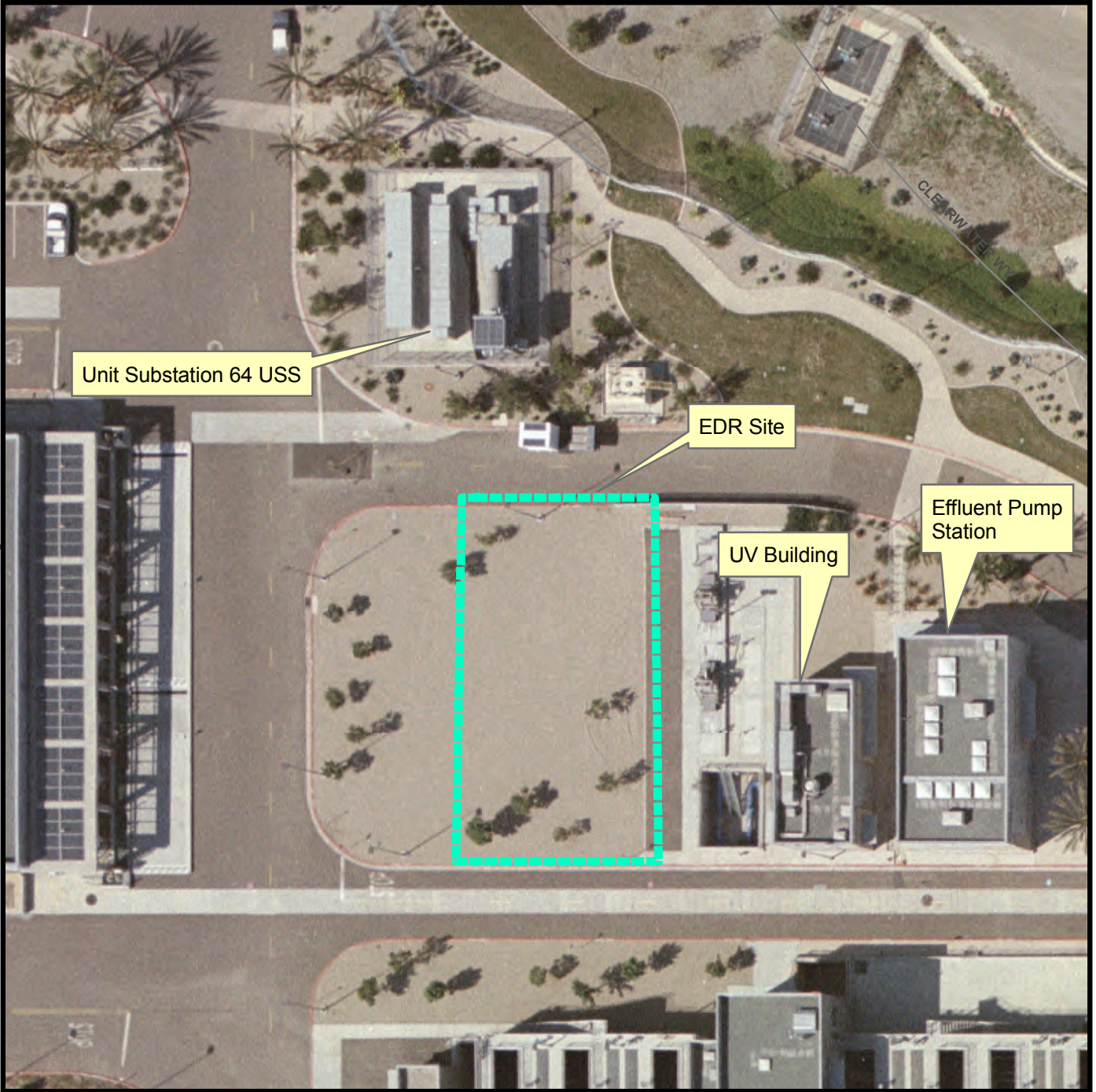
PROJECT MANAGER
Brian Vitelle
619-533-7413

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



WBS# S-00310

Division Name - AEP



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APPENDIX F
HAZARDOUS LABELS/FORMS

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<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.

SAMPLE HAZARDOUS WASTE LABEL

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

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

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

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

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

ATTACHMENT D
CONTRACT FRONT END VOLUME 2

✓ valid (CA)

City of San Diego

CONTRACTOR'S NAME: ORTIZ CORPORATION
 ADDRESS: 2000 MC KINDLEY AVENUE, NATIONAL CITY, CA 91950
 TELEPHONE NO.: 619-434-7925 FAX NO.: 619-434-7931
 CITY CONTACT: Claudia Abarca – Contract Specialist, Email: Cabarca@sandiego.gov
Phone No. (619) 533-3439, Fax No. (619) 533-3633
 B Vitelle/NB/LJI

REQUEST FOR PROPOSAL (RFP)



FOR

SBWRP DEMINERALIZATION DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

RFQ NO.: AS NEEDED DESIGN-BUILD SERVICES FOR THE ENGINEERING & CAPITAL PROJECTS DEPARTMENT – 5151DB

RFP NO.: 5868
 TASK ORDER NO.: 11DB05
 BID NO.: K-13-5868-DBA-3
 SAP NO. (WBS/IO/CC): S-00310
 CLIENT DEPARTMENT: 2011
 COUNCIL DISTRICT: 8
 PROJECT TYPE: BO

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

THIS PROPOSAL DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO RFP COVER PAGE FOR TIME, DATE, AND LOCATION

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted N/A
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

Full Name and Character of partner

- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____
- (6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted ORTIZ CORPORATION
- (2) Signature, with official title of officer authorized to sign for the corporation:


(Signature)
MARCELINO E. ORTIZ

(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) 2000 MC KINDLEY AVENUE
- (5) City and State NATIONAL CITY Zip Code 91950
- (6) Telephone No. 619-434-7925 Facsimile No. 619-434-7931

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A

LICENSE NO. 602454 EXPIRES SEPTEMBER 30 2014

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

TAX IDENTIFICATION NUMBER (TIN): 33-0416969

E-Mail Address: LUCY@ORTIZCORPORATION.COM / JOSE@ORTIZCORPORATION.COM

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

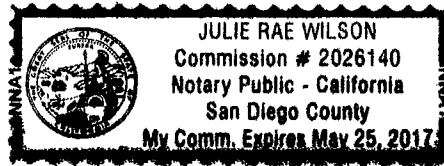
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature *Marceline Cortez* Title PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 12TH DAY OF JUNE, 2013.

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

[Signature]
(NOTARIAL SEAL)



BIDDING DOCUMENTS

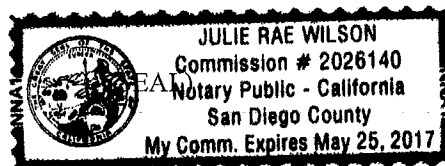
NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106

State of California)
County of SAN DIEGO) ss.

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

Signed: [Signature]
Title: PRESIDENT

Subscribed and sworn to before me this 12TH day of JUNE, 2013
[Signature]
Notary Public



BIDDING DOCUMENTS

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 ten 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.

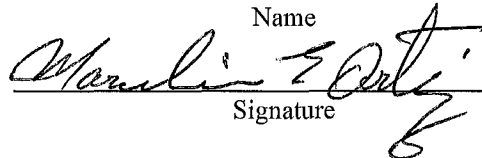


The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that 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: ORTIZ CORPORATION

Certified By MARCELINO E. ORTIZ Title PRESIDENT

Name

 Signature

Date 6-12-13

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: ORTIZ CORPORATION	Contact Name: LUCY ORTIZ
Company Address: 2000 MC KINLEY AVENUE, NATIONAL CITY, CA 91950	Contact Phone: 619-434-7925
	Contact Email: LUCY@ORTIZCORPORATION.COM

CONTRACT INFORMATION

Contract Title: SBWRP DEMINERALIZATION DESIGN-BUILD CONTRACT	Start Date:
Contract Number (if no number, state location): K-13-5868-DBA-3	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.

MARCELINO E. ORTIZ / PRESIDENT

6/12/13

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

BIDDING DOCUMENTS

Design-Build Proposal

1. The undersigned 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 **SBWRP Demineralization 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.

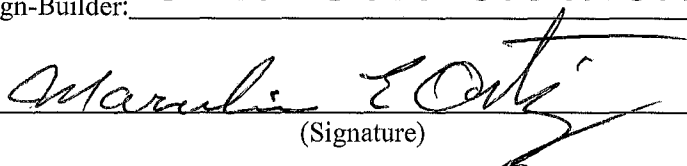
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract 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 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 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: JUNE 12TH, 2013

Design-Builder: ORTIZ CORPORATION

By: 
(Signature)

Title: PRESIDENT

BIDDING DOCUMENTS

PRICE PROPOSAL FORMS

The Bidder agrees to the design and construction of SBWRP DEMINERALIZATION DESIGN-BUILD CONTRACT, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE BID							
1	237110	Bonds (Payment and Performance)	1		LS	 	\$ 27,000.00
2	541330	Engineering and Design Services	1	D	LS	 	\$ 253,539.00
3	237110	Field Construction	1		LS	 	\$3,089,523.00
4	541330	Storm Water Pollution Prevention	1		LS	 	\$ 3,500.00
5	237110	Mobilization	1		LS	 	\$ 65,000.00
6	237110	Permits - Type I Allowance	1		AL	 	\$200,000.00
7	237110	Wet Well	1		AL	 	\$50,000.00
8	237110	Contingency – Type II Allowance	1		AL	 	\$200,000.00
TOTAL BASE BID (ITEMS NO 1 THROUGH 8 INCLUSIVE):							\$3,888,562.00

* Design Element (For City Use)

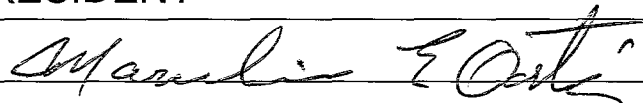
BIDDING DOCUMENTS

Total Price For Design-Build Proposal, (items 1 through 8, inclusive) amount written in words:

THREE MILLION, EIGHT HUNDRED EIGHTY EIGHT THOUSAND, FIVE HUNDRED SIXTY TWO DOLLARS & ZERO CENTS

Design-Builder: **MARCELINO E. ORTIZ for ORTIZ CORPORATION**

Title: **PRESIDENT**

Signature: 

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

MARCELINO E. ORTIZ - PRESIDENT

TERESA O. ORTIZ - CORPORATE SECRETARY

AIDA BANGHART - VICE PRESIDENT

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

BIDDING DOCUMENTS

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 5.6 of the RFP will be based on the total price for proposal.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Proposal to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. The Design-Builder's failure to submit a price for any Bid item that requires the Design-Builder to submit a price shall render the Proposal **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Proposals shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

PROPOSAL DOCUMENTS

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

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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 SDVOSB①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>RBF CONSULTING</u> Address: <u>9755 CLAIRMONT MESA BLVD..</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92124</u> Phone: <u>858-614-5000</u>	DESIGNER	LEAD DESIGNER WATER RES. CIVIL & TRAFFIC, ENG. /SURVEY STORMWATER /	\$200,240.00	OBE	N/A	
Name: <u>AARK ENGINEERING, INC.</u> Address: <u>4678 3RD STREET</u> City: <u>LA MESA</u> CA State: <u></u> Zip: <u>91941</u> Phone: <u>619-312-6336 x10</u>	DESIGNER	CONCRETE	\$27,500.00	ELBE	CITY	
Name: <u>SAPPHIRE ELECTRIC INC</u> Address: <u>1948 DON LEE PLACE #1</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-796-4001</u>	CONSTRUCTOR	ELECTRICAL	\$788,000.00	ELBE	CITY OF SAN DIEGO	

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

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

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

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

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

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

Form Number: AA05

Attachment D

SDFD Station Alerting Design-Build Contract

= 2425
CA

PROPOSAL DOCUMENTS

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

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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: <u>VO ENGINEERNIG INC.</u> Address: <u>13230 EVENING CREEK DR., STE. 207</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92128</u> Phone: <u>858-888-0644</u>	DESIGNER	GEOTECHNICAL ENGINEERING	\$7,000.00	ELBE	CITY OF SAN DIEGO	
Name: <u>T.L. SCANLAN CONSTRUCTION</u> Address: <u>2308 SHAYLENE WAY</u> City: <u>ALPINE</u> CA State: _____ Zip: <u>91901</u> Phone: <u>619-647-9062</u>	CONSTRUCTOR	CONCRETE	\$93,560.00	ELBE	CITY OF SAN DIEGO	
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.

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

Form Number: AA05

Attachment D

SDFD Station Alerting Design-Build Contract

BIDDING DOCUMENTS

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

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
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

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID
PIPE INSTALLATION	237110	Y	Y	\$300,000.00	7.71%
TRUCKING	238910	Y	Y	\$15,000.00	.38%
SURVEY	541360	N	Y	\$2,500.00	.06%
LANDSCAPING	541320	Y	Y	\$4,000.00	.10%
DEWATERING	238990	N	N	\$54,000.00	1.38%
COLD MILLING/ASPHALT PAVING	237310	N	Y	\$7,000.00	.18%
SAW CUTTING	237310	Y	Y	\$1,000.00	.02%
TELEVISIONING	238990	N	Y	\$1,000.00	.02%
MANHOLE MATERIALS	237110	Y & N	Y	\$25,000.00	.64%
WATER POLLUTION CONTROL PLAN	541330	N	N	\$3,500.00	.06%
ELECTRICAL	238210	N	N	\$788,000.00	20.26%
CONCRETE	237110	Y	Y	\$93,560.00	2.41%

Form Title: LIST OF WORK MADE AVAILABLE
 Form: AA60
 Project Title:

(Rev. September 2012)

City of San Diego

CITY CONTACT: Claudia Abarca – Contract Specialist, Email: Cabarca@saniego.gov
Phone No. (619) 533-3439, Fax No. (619) 533-3633

ADDENDUM “1”

REQUEST FOR PROPOSAL (RFP)



FOR SBWRP DEMINERALIZATION DESIGN-BUILD CONTRACT

RFQ NO.: AS NEEDED DESIGN-BUILD SERVICES FOR THE ENGINEERING &
CAPITAL PROJECTS DEPARTMENT – 5151DB

RFP NO.:	<u>5868</u>
TASK ORDER NO.:	<u>11DB05</u>
BID NO.:	<u>K-13-5868-DBA-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00310</u>
CLIENT DEPARTMENT:	<u>2011</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BO</u>

PROPOSAL DUE:

**12:00 NOON
MAY 29, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Proposal allows 132 working days from Notice to Proceed to Completion (P32). The amount of time is insufficient for design, DSD permit (Including Hazardous Material Permit), equipment lead time, followed by construction. Can the amount of working days be increased to something closer to 390 working days (18 Months)?

A1. See change to Contract Time Item C (3) of this Addendum.

Q2. Please refer to page 103. Is line item 7 "Wet Well" a Type I or Type II Allowance?

A2. It is Type I-Allowance.

Q3. Has a predefined scope and price been negotiated between the City and Emerson? Page 18, See 5.1.

A3. No. Emerson's involvement has been deleted from the contract requirements.

Q4. Has a predefined scope and price been negotiated between the City and GE Water & Process Technologies? Page 18. See 5.1.g.

A4. No.

Q5. Please provide as-builts for SBWRP in the vicinity of the proposed trailer location.

A5. As-built drawings could be accessed at the following site:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/K-13-5868-RFP/>

Q6. Page 17 of the RFP indicates that we are to obtain a service agreement with Emerson Process Management. Please provide a contact (name, phone number, email) at Emerson who is familiar with this project.

A6. The service agreement with Emerson has been deleted from the contract requirements. See A3 above.

- Q7. Page 18 of the RFP indicates that we are to obtain services from GE Water and Process Technologies. Please provide a contact (name, phone number, email) at GE who is familiar with this project.
- A7. Kirt Perry, Regional Service Manager-West Region, 805-440-0712, kirt.perry@ge.com
- Q8. Please provide all available as-built drawings of the existing facilities at both NCWRP and SBWRP in the vicinity of our new work.
- A8. As-built drawings could be accessed at the following site:
<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/K-13-5868-RFP/>
- Q9. If available, please provide CAD or Microstation usable topo for the SBWRP project location site, also showing surrounding buildings.
- A9. Survey or topo of the project area is not available at this time.
- Q10. Please confirm that there are no outstanding issues with various environmental agencies (and their permits) that could delay the project.
- A10. There are no current outstanding issues.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To ATTACHMENT A - Project Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 4, SBWRP Electrical Scope, subsection 4.4, page 17, **DELETE** in its entirety and **SUBSTITUTE** the following:

DBC shall be responsible for system integration of the EDR feed pumps and EDR controls with the plant DCS system as part of this project. Coordinate with COMNET for technical assistance required to integrate EDR controls. Provide in-ground interconnection of the electrical room Main EDR 2020 PLC/Allen Bradley Touchscreen to each EDR trailer system for joint control/monitoring of EDR system operation and data transfer to existing operations building control room. Provide conduit and cable for all control and electrical wiring from power panel to PLC.

2. To ATTACHMENT A - Description, Scope of Work, Technical Specifications, and Bridging Documents, Section 5, Miscellaneous requirements, Subsection 5.1 (g), page 18, **DELETE** and **SUBSTITUTE** with the following:
 - g) Personnel training for EDR units.

3. To ATTACHMENT C - Contract Front End Volume 1, NOTICE INVITING BIDS, Item 3, CONTRACT TIME, page 26, **DELETE** in its entirety and **SUBSTITUTE** the following:
 3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **300 Working Days**.
4. To ATTACHMENT D - Contract Front End Volume 2, Price Proposal Form, page 103 through 105, **DELETE** in their entirety and **SUBSTITUTE** with page 5 of 7 through 7 of 7 of this Addendum.

Tony Heinrichs, Director
Public Works Department

Dated: *May 16, 2013*
San Diego, California

TH/nb/ca/lji

BIDDING DOCUMENTS

PRICE PROPOSAL FORMS

The Bidder agrees to the design and construction of **SBWRP DEMINERALIZATION DESIGN-BUILD CONTRACT**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE BID							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$
2	541330	Engineering and Design Services	1	D	LS	 	\$
3	237110	Field Construction	1		LS	 	\$
4	541330	Storm Water Pollution Prevention	1		LS	 	\$
5	237110	Mobilization	1		LS	 	\$
6	237110	Permits - Type I Allowance	1		AL	 	\$200,000.00
7	237110	Wet Well – Type I Allowance	1		AL	 	\$50,000.00
8	237110	City Contingency – Type II Allowance	1		AL	 	\$200,000.00
TOTAL BASE BID (ITEMS NO 1 THROUGH 8 INCLUSIVE):							\$

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

BIDDING DOCUMENTS

Total Price For Design-Build Proposal, (items 1 through 8, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

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

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

BIDDING DOCUMENTS

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 5.6 of the RFP will be based on the total price for proposal.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the Proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Proposal to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. The Design-Builder's failure to submit a price for any Bid item that requires the Design-Builder to submit a price shall render the Proposal **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Proposals shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

City of San Diego

CITY CONTACT: Claudia Abarca – Contract Specialist, Email: Cabarca@saniego.gov
Phone No. (619) 533-3439, Fax No. (619) 533-3633

ADDENDUM “2”

REQUEST FOR PROPOSAL (RFP)



FOR SBWRP DEMINERALIZATION DESIGN-BUILD CONTRACT

RFQ NO.: AS NEEDED DESIGN-BUILD SERVICES FOR THE ENGINEERING &
CAPITAL PROJECTS DEPARTMENT – 5151DB

RFP NO.:	<u>5868</u>
TASK ORDER NO.:	<u>11DB05</u>
BID NO.:	<u>K-13-5868-DBA-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00310</u>
CLIENT DEPARTMENT:	<u>2011</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BO</u>

PROPOSAL DUE:

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

A. CHANGES TO CONTRACT DOCUMENTS

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

THE PROPOSAL DUE DATE FOR THIS PROJECT HAS BEEN EXTENDED AS STATED ON THE COVER PAGE.

B. BIDDER'S QUESTIONS

Q1. At the NCWRP:

ED4 and ED5 each have 600 amp power feeds from existing substation USS63. RFP says to provide 400 amp minimum feeders for these. In addition to the 600 amp feeders, it appears that the MCC building (north of EDR 4 and 5) has several loads that feed support pumps for these two EDR's: 75 HP feed pump, 50 HP concentrate Pump, 50 kVA rectifier, 40 HP CIP pump and a couple of other smaller loads.

At the SBWRP:

If the loads above are required, (close to 900 amps each) the POC at USS64 (1200 amp max), per the RFP, will most likely not be suitable to carry this additional load.

Please confirm the loads.

- A1. The Design-Builder shall verify the demand loads for the EDRs and auxiliary equipment.
- Q2. Will we be able to connect to the 12 kV systems at the manhole by USS64 and put in transformers to serve a new MCC building?
- A2. The Design-Builder shall assess and evaluate where they will be getting their power supply from. This is per the RFP. There's no space or available circuits in the UV Control Building.
- Q3. During the field walk at NCWRP and SBWRP, two different canopy structures were shown. The existing canopy structure at NCWRP over the EDR 6 is of a heavy duty style that will be much more costly than the simpler canopy over the UV system at SBWRP. Please clarify which canopy style is desired for the demineralization project and clarify what items are required to be placed under the canopy.
- A3. A high quality heavy duty canopy with a minimum lifespan of 30 years should be provided.

- Q4. In order to accommodate connection of the EDR feed water pipe from the existing filtered water pipeline (downstream of the existing meter), what is the maximum allowable time that the filtered water line can be taken offline?
- A4. May through September, a maximum of one (1) day will be allowed. December through January a maximum of three (3) days will be allowed.
- Q5. During the site walk it was noted that the EDR units 4 and 5 may be disconnected and moved as early as June of 2013 as part of a separate fast-tracked project. Please confirm whether or not EDR #4 and #5 will require the following:
- a. Disconnection from the existing piping systems at NCWRP?
 - b. Preservation of the membrane stacks for long term storage and transportation?
 - c. Capping of the existing connection piping at NCWRP?
- A5. In light of the fast-tracked project, piping disconnection, capping and preservation of membrane stacks is not required. The trailers will be moved to an adjacent location. The Design-Builder is still responsible to prepare the trailers for relocation to South Bay. The Design-Builder is required to relocate all membrane stacks and appurtenances as well.
- Q6. Can any portion of the existing chemical feed systems at SBWRP be utilized for the supply of chemicals to the new demineralization project?
- A6. No.
- Q7. Please clarify the chemical use of EDR #4 and #5 for the following chemicals in order for the DBC to estimate tank and feed pump sizes for the following systems (ref. RFP page 16, 3.6):
- a. CIP (flow rate, volume per clean, and frequency)
 - b. ECIP (flow rate, volume per clean, and frequency)
 - c. HCl (flow rate and daily volume)
 - d. Liquid Chlorine (NaOCl?) (flow rate and daily volume)
 - e. HCl and Caustic/Brine brine volumes required per CIP cycle.

- A7. The follow information is for North City and may not correspond to operational requirements at South Bay. Design-Builder shall verify the chemical usage for South Bay's operational needs.
- a. 600 gpm, 750 gls of water + 230 gls of HCL, every 700 hours but depends on quality of water. Sometimes CIP occurs in less than 700 hours.
 - b. 4 gpm, 5 gls per hour every 12 hours per EDR.
 - c. Same as ECIP (Electrode Clean In Place).
 - d. 0.05 PPM in concentrate loop.
 - e. 230 gls per CIP, 30 bags of 50 lbs of salt per CIP. Caustic is needed to bring PH up to 10. To neutralize the HCL solution used for CIP: about 200 gls.
- Q8. Please clarify whether the spare feed pump (ref. RFP page 16, 3.7) will be installed as a standby pump (i.e., a 2 duty + 1 standby) arrangement or only as a spare that will be stored somewhere onsite?
- A8. Design-Builder shall supply a 2 duty + 1 standby configuration.
- Q9. What is the anticipated percentage of existing filtered effluent flow that will be fed to the EDR units? Will the EDR controls be required to automatically flow pace and sequence the EDR units and chemical feed systems in response to filtered effluent flow?
- A9. This depends on the reclaimed water demand. Each unit takes in 1.1 MGD with an output of approx 85%. This gives us approx around 65% removals. This is blended with the remaining water to meet the overall target removal rate.
- Q10. The trailer frames of the existing EDR units are corroding. If there will be no plan to relocate or move the EDR units once they are installed at SBWRP, would a more permanent method of trailer installation and seismic anchorage be considered or desired? i.e. reinforced concrete foundation with anchorage and removal of trailer axles and wheels.
- A10. A permanent installation is required.
- Q11. What is the overall length and weight of each EDR trailer?
- A11. There are 10 membrane stacks per trailer. Each stack weighs 4000 lbs with the preserving solution. The trailers have auxiliary equipment (concentrate motor and pump, degasifier motor and blower, AC to DC rectifiers, and an electrical enclosure). The trailer is 52 feet long.

- Q12. Per Item A3 in Addendum 1, the service agreement with Emerson has been deleted from the contract requirements. Does this mean that the Design-Builder is now responsible for providing a different integrator to do PLC programming and adding new IO points to the Plant SCADA system at SBWRP?
- A12. SBWRP has a Distributive Control System, DCS. New I/O points that are required to be programmed in the DCS will be the responsibility of the City. Any new I/Os, if required, for the PLC shall be the responsibility of the Design-Builder.
- Q13. Does the City have a list of integrators that they prefer to do the programming, or will the City do their own programming and have the DBC make their own selection of integrator to provide control panel PLC programming?
- A13. The City will do the programming in the DCS. Changes to the existing PLC logic, if necessary, shall be the responsibility of the Design-Builder.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Section 8, SELECTION AND AWARD SCHEDULE, subsection 8.2. through 8.7., page 10, **DELETE** in their entirety and **SUBSTITUTE** with the following:

8.2.	Proposal Due Date	June 12, 2013
8.3.	Interviews week of	June 17, 2013
8.4.	Public Ranking Meeting	July 2, 2013
8.5.	Selection and Notification	July 8, 2013
8.6.	Receipt of Bonds and Insurance Certificates	July 22, 2013
8.7.	Notice to Proceed	August 12, 2013

2. To ATTACHMENT A - PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, item 3, SBWRP Site Scope, subsection 3.1., page 15, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 3.1. The DBC shall design and construct a new reinforced concrete slab for estimated 100,000 pound trailer load with double axle wheel set and front end landing gear. The reinforced concrete slab shall be approximately 113'x 55' and shall have a minimum 4000 psi compressive strength with grounding grid. Site grading and associated retaining walls shall be incorporated if required. A geotechnical report is required as part of the Building Permit process with the City's Development Services Department (DSD).

The site area shall contain all features of the demineralization facility: the EDR trailers, chemical system, electrical and control room, maintenance area, EDR feed pumps and all other appurtenances.

3. To ATTACHMENT A - DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, item 3, SBWRP Site Scope, subsection 3.2., page 16, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 3.2. The proposed concrete pad shall have adequate slope for drainage. The Design-Builder shall calculate site flow and provide adequately sized drainage inlets and connect to the plant's drainage system for discharge.
4. To ATTACHMENT A - DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, item 3, SBWRP Site Scope, subsection 3.4., page 16, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 3.4. A canopy structure shall be constructed on site for the process piping and EDR maintenance area. The canopy shall be steel frame structure approximately 30' x 55' and have an interior clearance height of 18' from pad. The canopy shall have wet location UL lighting fixtures with weather proof switch for lighting control. Water service shall be provided to the EDR maintenance area and the proposed drainage should be connected to the plant's sanitary drainage system.
5. To ATTACHMENT A - DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, item 3, SBWRP Site Scope, subsection 3.6., page 16, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 3.6. Provide complete chemical feed systems that supply hydrochloric acid to EDR membrane stacks, the liquid chlorine injection system to the EDR recirculating brine loop, and the CIP system providing in-place cleaning of the system using a recirculating chemical (acid and caustic/salt) solution. Design-Builder shall provide complete chemical containment, transfer pumps and controller integration. The chemical system shall be sized for 4 days storage under max flow.

6. To ATTACHMENT A - DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS, item 5, Miscellaneous requirements, subsection 5.2., page 18, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- 5.2. The design shall be stamped and signed by a licensed engineer in the State of California. The Design-Builder is responsible to obtain all regulatory construction permits before the Construction Notice to Proceed is issued. City will initiate and coordinate with APCD, and the Design-Builder shall provide all technical data, calculations and supporting material as required by the City.

Tony Heinrichs, Director
Public Works Department

Dated: *May 24, 2013*
San Diego, California

TH/nb/ca/lji/egz

City of San Diego

CITY CONTACT: Claudia Abarca – Contract Specialist, Email: Cabarca@saniego.gov
Phone No. (619) 533-3439, Fax No. (619) 533-3633

ADDENDUM “3”

REQUEST FOR PROPOSAL (RFP)



FOR SBWRP DEMINERALIZATION DESIGN-BUILD CONTRACT

RFQ NO.: AS NEEDED DESIGN-BUILD SERVICES FOR THE ENGINEERING &
CAPITAL PROJECTS DEPARTMENT – 5151DB

RFP NO.:	<u>5868</u>
TASK ORDER NO.:	<u>11DB05</u>
BID NO.:	<u>K-13-5868-DBA-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00310</u>
CLIENT DEPARTMENT:	<u>2011</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BO</u>

PROPOSAL DUE:

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. At the SBWRP:

As-Built documentation shows the Normal and Standby Main Breakers on 64USS have power monitors that are connected to a PLC or Computer for monitoring. Please provide monthly data gathered on these two circuit breakers for the two months in the last twelve that the plant had the two highest flow rates. This will allow DBC to determine if SWBD's can handle additional loads required by the two EDR trailers. Power monitoring reports requested should include AMPS and KW usage.

A1. Monitoring information is not available at this time.

Q2. At the NCWRP:

Please provide the engineering documentation if available for the original GE project involving EDR units 4 and 5.

A2. Manuals can be accessed at the following link:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/K-13-5868-RFP/>

Q3. Addendum 2 confirmed there should be three installed Feed Pumps. In addition there is the Concentrate pump, pumps associated with Chemical Treatment and CIP, Electrical Room Air Conditioning, PLC Panel, new lights around pads and under the new canopy. Are these pumps and other equipment also to get power from 64USS switchboards? 64USS normal operation appears to have the tiebreaker open and loads split between the two feeds so if one of the utility feeds go down the areas could stay in partial operation. At NCWRP EDR's 4 and 5 are fed from different utility feeds. This allows one of the EDR's to always be available for operation. If that concept is carried through to the Feed Pumps where should the third Feed Pump get powered from? And the single Concentrate Pump, etc. If the utility feed stays down for an extended period of time the tie-breaker will be manually closed so all the equipment gets power but what happens if there is no Concentrate Pump available until tie-breaker is closed? Are both EDR's shut down?

A3. All equipment shall be able to be powered by individual utility feeds similar to NCWRP. If there is an extended outage of the utility, the tie breakers will be manually closed so that all equipment can be tied together and restarted.

Q4 Will the EDR controls be required to automatically flow pace and sequence the EDR units and chemical feed systems in response to filtered effluent flow?

A4 Yes.

Tony Heinrichs, Director
Public Works Department

Dated: *June 5, 2013*
San Diego, California

TH/nb/ca/lji

City of San Diego

CITY CONTACT: **Claudia Abarca**, Contract Specialist, Email: Cabarca@sanidiego.gov
Phone No. (619) 533-3439, Fax No. (619) 533-3633

ADDENDUM "4"

REQUEST FOR PROPOSAL (RFP)



FOR SBWRP DEMINERALIZATION DESIGN-BUILD CONTRACT

RFQ NO.: AS NEEDED DESIGN-BUILD SERVICES FOR THE ENGINEERING &
CAPITAL PROJECTS DEPARTMENT – 5151DB

RFP NO.:	<u>5868</u>
TASK ORDER NO.:	<u>11DB05</u>
BID NO.:	<u>K-13-5868-DBA-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00310</u>
CLIENT DEPARTMENT:	<u>2011</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>BO</u>

PROPOSAL DUE:

**12:00 NOON
JUNE 12, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 1

1. To the Contract Documents, ADD Form AA60, LIST OF WORK MADE AVAILABLE, page 3 of 3 of the Addendum.

Tony Heinrichs, Director
Public Works Department

Dated: *June 10, 2013*
San Diego, California

TH/nb/ca/lji/egz



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**Design-Builder
Information:**

Ortiz Corporation
2000 McKinley Ave.
National City, CA 91950
(619) 434-7925 phone
(619) 434-7931 fax

**Design-Builder Project
Manager:**

Jose Ortiz
(619) 434-7925
jose@ortizcorporation.com

**Design-Build Firm
Officers:**

Marcelino E. Ortiz,
President
Aida Banghart, Vice
President
Teresa O. Ortiz, Secretary

ADDENDA TO THIS RFP

ORTIZ Corporation (ORTIZ) acknowledges the receipt of the following addenda:

- Addendum 1
- Addendum 2
- Addendum 3
- Addendum 4

EXCEPTIONS TO THIS RFP

ORTIZ Corporation does not take exception to this RFP, addenda, or the draft agreement.

EXECUTIVE SUMMARY

This project involves the proposed relocation of two (2) existing packaged and trailer-mounted Ionics (GE) EDR 2020 Electrodialysis Reversal modules (EDR Units #4 and #5) from their existing location at the City of San Diego North City Water Reclamation Plant (NCWRP) to their new permanent home at the South Bay Water reclamation Plant (SBWRP). The relocation of EDR Units #4 and #5 will result in the establishment of an approximate 2.2 MGD Demineralization Facility at SBWRP. Each EDR unit has a nominal feed capacity of 1.3 MGD (899 gpm) and will produce

**Signature of Authorized
Officer**

Marcelino Ortiz
President
Ortiz Corporation



approximately 1.1 MGD (764 gpm) of demineralized product water based on an approximate overall recovery of 85%. Each EDR is capable of reducing total dissolved solids by up to 75%. Actual demineralization removal and treatment capacities will be dependent upon the filter effluent water quality at SBWRP. Overall the new Demineralization Facility at SBWRP will assist the City of San Diego in enhancing the overall quality of recycled water provided to its customers and meet anticipated future requirements for salinity reduction.

The establishment of the new Demineralization Facility at SBWRP will include the following major components of work:

- Site/Civil work including grading and preparation of the proposed site at SBWRP for new concrete work including structural support foundations and slabs for permanent installation of the relocated EDR trailers, and new feed pumps, chemical feed area, maintenance area and electrical support building;
- Structural work for the installation of new structural foundations, slabs, retaining walls, chemical containment area, canopy structure and pre-engineered electrical building;
- Preparation and relocation of the existing trailer mounted EDR Units #4 and #5 from NCWRP to SBWRP;
- Mechanical and process work including new EDR feed pumps, feed piping, chemical storage and feed systems for clean in place (CIP) and electrode clean-in-place (ECIP), chemical piping, product water piping, concentrate blow down and waste piping, and related system valving;
- Electrical and instrumentation work including new power feed and distribution systems, feed and concentrate pump variable frequency drives, transformers, new EDR conditioned electrical enclosure/room, site lighting, wiring and conduit, control integration of the EDR PLC and plant distributed control system (DCS), and grounding;
- Grading, building, and trailer transport permit acquisition, and assistance to City for environmental and APCD permits.
- Sequencing and coordination of work with City engineering and plant staffs;
- Pre-commissioning, start-up and testing of the new Demineralization Facility.

Successful execution and completion of this project will require a D-B team familiar with the specific equipment and imperatives for installation; accurate phasing and scheduling, and regular and consistent communication with the City to ensure that regular operations of the NCWRP and SBWRP facilities remain operational; and seamless coordination among the various Design-Build team disciplines to allow for a smooth transition from the design phase through construction and start-up. The Ortiz D-B Team will commit to providing the level of service expected by the City for a project of this type.



Committed, Available Team

Mr. Jose Ortiz will serve as Design-Build Project Manager for the ORTIZ D-B Team and will be responsible for the project's overall design and construction coordination. Jose has 30 years of infrastructure construction experience in Southern California and is well versed in all technical elements anticipated for this project. Mr. Joel Bowdan, P.E., will serve as RBF's Design Manager and be responsible for coordination with ORTIZ and the City of San Diego during the design and construction phases. Joel has 20 years of wastewater infrastructure design and construction experience, and specifically on improvement of wastewater treatment facility equipment and diesel generator installation design.

Jose and Joel will be supported by an exceptional team of construction personnel, engineers, environmental planners, construction management experts, and licensed surveyors and mappers, who are all available to undertake this project and committed to its successful completion. Jose and Joel will bring together the knowledge of these team members continuously throughout the project to optimize coordination.

To bolster the in-house capabilities of ORTIZ and RBF, we have contracted with numerous design and constructor subcontractors and vendors, with whom we have worked extensively. Each is an expert in their respective specialty, and each has strong local knowledge and experience. They represent a cohesive unit, as well as our commitment to equal opportunity contracting.

All personnel committed to the project are shown in the following organizational chart and staffing section.

Understanding the Project

Based on our understanding of the SBWRP Demineralization Design-Build Contract project and as noted in the Executive Summary of this proposal, the ORTIZ D-B Team will be required to provide geotechnical investigation, topographic survey support, engineering design, permit acquisition, and construction labor and materials as required to relocate and permanently install the City's existing trailer-mounted mobile EDR Units #4 and #5 from NCWRP to SBWRP. The work will include required civil/site, structural, mechanical/process, electrical, and instrumentation and control integration.

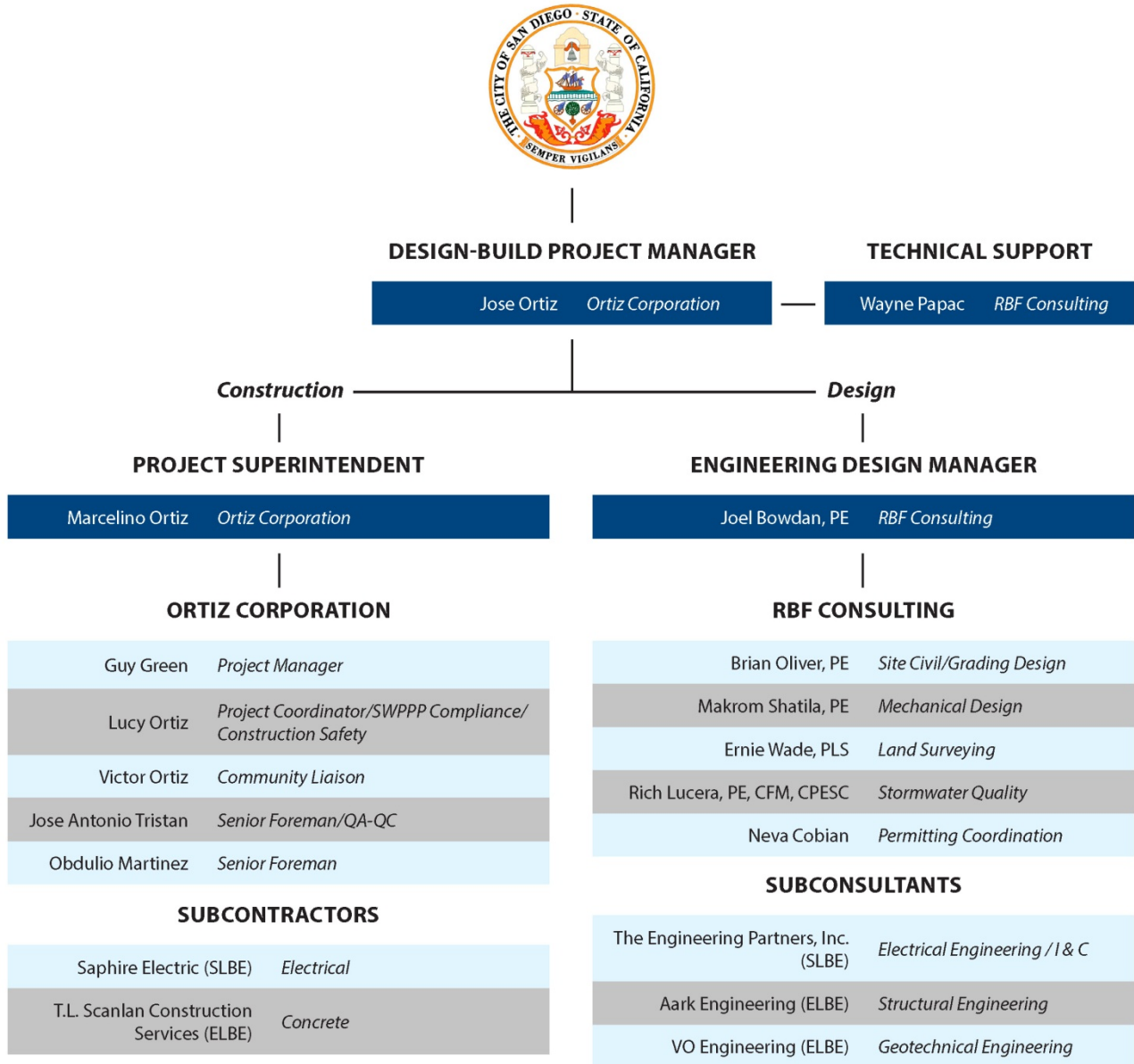
At the NCWRP location, a separate fast-tracked project will disconnect and relocate the EDR Unit #4 and #5 trailers to another nearby location at the NCWRP site. The separate project will cap existing piping and preserve the EDR membrane stacks. As part of this Demineralization project, the EDR Units will be accessed, prepared for transport, and relocated from NCWRP to the SBWRP site. The work at NCWRP will also include completion of demolition and removal of electrical connections to their source including: 600 amp feeders, fire alarm, ION controls connection to field devices.

At the SBWRP location, the work will include site work, grading, new concrete foundations and slabs, installation of new feed, product, chemical feed and return, and waste pipelines, new feed pumps, new chemical storage and feed systems, permanent installation of EDR units, new electrical building and electrical power distribution, site lighting, and instrumentation and control wiring and integration with DCS.



PROJECT TEAM

Updated Organizational Chart





Proposed Management Plan

ORTIZ and RBF have committed their most highly qualified staff members to serve in key roles of responsibility through the duration of the project. Mr. Jose Ortiz, Senior Project Manager of ORTIZ Corporation, and Mr. Joel Bowdan, P.E., RBF Project Manager, will be active participants throughout the project. Continuity and consistency are the key elements to the long-term success of both firms and equally critical to the success of this project. The City can be assured that these key individuals will be with the job from the Notice to Proceed until its completion. This commitment demonstrates that our team understands the importance of this project to the City. In the effort to assemble our project team, a primary goal was to be sure that we have proven experience and leadership in all key roles of the project team. This will allow the project to move swiftly from the notice of award, through design and into construction. Our team's project manager, Mr. Jose Ortiz, provides this experience and proven understanding of how to complete multi-disciplinary construction projects efficiently. Jose's approach to successful project management is to keep it simple, keep it structured and maintain communication with the team and the City.

With a streamlined, experienced management structure, the ORTIZ D-B team will deliver Active construction insight during the design phase; active design support throughout construction; leadership; strong lines of communication and authority; project ownership and accountability. The project manager will integrate the efforts of in-house ORTIZ and RBF personnel, as well as our dedicated subcontractors, to ensure the flow of work progresses smoothly and all deliverables are uniformly reviewed for consistency and quality.

This management team and approach ensures appropriate coordination and information dissemination, and efficient procurement of materials and resources. ORTIZ understands the importance of continuity and has structured the project organization to ensure that one team leader (the Project Manager) will supervise and participate in all phases of the project. We will integrate the knowledge of designers and builders continuously throughout the project to enhance communication.

Our D-B team will continuously perform Value Engineering to ensure the best value for the City and the project constituents. We will implement continuous Quality Assurance and Quality Control during both the design phase and construction phase. We will develop and share with the City Project Manager our final design specifications and construction drawings. We will obtain all necessary grading, building, and construction related permits, and provide assistance to the City for environmental and Air Pollution Control District (APCD) permits.

Strength of Key Personnel

CONSTRUCTION MANAGEMENT, COORDINATION AND SUPERVISION

ORTIZ Corporation is a leader in the local construction industry and has been active in the construction community since 1980. ORTIZ has completed construction projects worth more than \$200,000,000 over the past 30 years, the majority of which has been within San Diego County. We have successfully delivered numerous important design-build and emergency infrastructure improvement projects, and have communicated



extensively with impacted local communities, utilities, and agency jurisdiction throughout. In this proposal we stress our team's vast expertise with pipeline related engineering and construction projects, including City of San Diego Water Group 554 / 555 Design-Build; City of San Diego Water Groups 787, 3010, 923; and City Sewer Group 3015, 698 and the present Montezuma Trunk Sewer, Alvarado Trunk Sewer Phase II and Citywide Pump Station Upgrades Phase II.

CIVIL, MECHANICAL/PROCESS ENGINEERING, LAND SURVEYING AND PERMITTING

RBF Consulting has been a presence in San Diego for 38 years and maintains two San Diego County offices with a total available staff of more than 120 professionals. The firm provides multi-discipline planning, engineering and construction management services for a wide range of public works improvement projects, including such projects as the City of San Diego San Pasqual Temporary Desalination Demonstration Facility, Coronado Transbay Lift Station VFD/Switchgear Replacement and Generator Installation, and Victor Valley Regional Wastewater Facility 14 MGD and 18 MGD Expansions. RBF has worked successfully with ORTIZ over the years including our role as lead civil engineer for the City's Water Group 554 / 555 Design-Build projects and the City's current Back-Up Generator Replacement Project. RBF will take the lead on civil engineering, land surveying, and mechanical engineering design as well as provide environmental, stormwater and permitting coordination for this contract. RBF's design manager, **Joel Bowdan, P.E.**, will leverage his 20-year multi-discipline design coordination and management expertise to oversee the design of both in-house personnel and that of our specialty design subconsultants.

Mr. Bowdan will be assisted by civil lead **Brian Oliver, P.E.**, who will utilize his more than 33 years of private, municipal, institutional, and government related site, civil, and utility design experience to prepare the site grading and drainage design. Mr. Bowdan will be assisted in mechanical and process design by **Makrom Shatila, P.E.** and **Charlie Wolfe, P.E.**, both of who are familiar with mechanical pumping and piping design. Environmental permitting assistance will be provided by **Michael Gonzales** who has more than 27 years of experience in environmental compliance and includes 6 years as the former Environmental Review Coordinator for the City of San Diego Water Department Capital Improvements Program (CIP). Permit submittals and follow through will be performed by **Neva Cobian** who is highly experienced with permit application preparation, submission and coordination with the City of San Diego's Development Services Department (DSD) and Building Department.

STRUCTURAL ENGINEERING

Aark Engineering Inc. (AARK) provides technically accurate, innovative structural engineering design solutions to a myriad of public and private sector clients. AARK was founded in June of 2007 by its two Principal Engineers, Mark Van Bibber, S.E., and Aaron Steele, S.E., and it draws upon the combined experience of its two principals in performing comprehensive structural engineering services for a wide variety of new and existing water and wastewater infrastructure facilities. Aark is a regular partner to RBF and has provided structural engineering services on such projects as P-331 New Water Well at NAS Lemoore, Rams



Hill Booster Pump Station and Pala Mesa Booster Pump Station. The firm is certified as **ELBE** with the City of San Diego.

ELECTRICAL ENGINEERING AND INSTRUMENTATION & CONTROLS

The **Engineering Partners, Inc. (EPI)**, led by Matt Long, P.E., will lend their electrical engineering and instrumentation & control expertise to the effort. They will perform design services related to electrical system modifications required for the permanent installation of each generator, as well as the instrumentation and controls connections to the City's existing DCS. EPI is experienced in all elements of plan preparation, specifications, reports, analysis and cost estimating for electrical systems. The firm also has extensive experience in electrical, and instrumentation & control engineering for wastewater infrastructure and facilities including work for the City of San Diego. EPI has worked with RBF on more than 50 relevant projects in the past five years, including P-331 New Potable Water Well at NAS Lemoore, Oak Oasis Park and Campground Well and Water Distribution System and Poway Pump Station for Ramona Municipal Water District.

GEOTECHNICAL ENGINEERING

VO Engineering, Inc. (VOE) is a geotechnical engineering firm that was formed in 2008 by Van Olin, a geotechnical engineer with over 25 years of experience throughout Southern California. Having provided quality geotechnical services for San Diego Gas & Electric, San Diego Mesa College and University of California San Diego, among others, VOE is very familiar with all soil and geologic conditions located within the various communities and areas of the City of San Diego. In addition, VOE is familiar with satisfying the requirements necessary to complete projects within the City limits such as the City of San Diego Guidelines for Geotechnical Reports, obtaining traffic control and encroachment permits from the City and obtaining drill permits from the County of San Diego. VOE is certified as **ELBE** with the City of San Diego.



TECHNICAL APPROACH AND DESIGN CONCEPT

Proposed Design Concept

To facilitate understanding of the proposed design, Ortiz and Team will conduct a thorough investigation of the existing facilities that will impact design. Concept drawing that includes the proposed layout at the SBWRP is provided at the end of this section. The sketch includes the locations of proposed point of connection to the reclaimed water pipe, vertical turbine pumps location, EDR trailer locations, booster pump, chemical tanks, electric room and return lines to the wet well located at the UV well. We note that while our bid is based on the concepts presented herein, we recognize that City input after project award may require modification of the design concepts as part of a mutual value-engineering opportunity between the D-B Team and the City. The ORTIZ D-B Team remains flexible to work with City staff in fine-tuning and finalizing project design to ensure the best possible combination of functionality and value. Our design approach is as follows.

GENERAL

1. Upon receipt of a limited notice proceed, the Ortiz D-B Team will convene a project partnering and kick-off meeting with the City of San Diego. This meeting will also discuss and refine preliminary design elements prior to the actual start of the design process to ascertain specific City requirements.
2. Geotechnical and survey will commence along with the start of the design effort following the kick-off meeting.

NCWRP PROPOSED PLAN

The NCWRP Approach is as follows

1. The two EDR trailer units will be prepared for transportation prior to relocation. This may involve, but not limited to, assessment and repair of the axles, tires, brakes, electrical/lighting, provide all other apparatus as needed, and removal or securing the existing equipment located inside and outside of the units. Our approach assumes that the EDR units will have already been disconnected from the existing process and electrical connections and relocated nearby at the NCWRP site in accordance with Addendum 2.
2. In preparation for decommissioning EDR units 4 and 5 from NCWRP, the Ortiz D-B Team will modify the plant's electrical system, chemical system, instrumentation and Distributed Control System (DCS) as required if that work has not been completed by the separate fast-tracked project.

SBWRP PROPOSED PLAN

SITE / CIVIL APPROACH

Our site civil approach will proceed along that generally identified in the attached site layout drawing. Existing topographic files as may be available from the City, will be supplemented with the Team's topographic survey to verify existing site features, building locations, and existing yard piping and electrical conduit locations.



Additionally we will utilize the expertise of our geotechnical subconsultant to provide two (2) soil borings at the proposed pad location, sampling and analysis of the soil boring cuttings, and preparation of recommendations related to the design of the proposed structural improvements.

The updated site survey and topographic data will be utilized to verify and complete detailed site development design including new structural equipment foundations and retaining walls, conduit and pipe trenching, site drainage, and access road for chemical deliveries to the new chemical storage and feed area.

The team is intimately knowledgeable of the City of San Diego's site development permitting and approval requirements and will coordinate with the City for timely submittal to the Development Services Department (DSD) and Building Department for review, approval and permitting of the proposed site grading, drainage and development plans.

MECHANICAL/PROCESS DESIGN

Mechanical/process design on this project will generally focus on the design of new feed, product, chemical feed and return, and waste piping to the relocated EDR units, new EDR feed pump station, and new chemical feed storage and feed area. Mechanical design will be in accordance with the requirements of the RFP and Addenda for this project. Additionally we note the following:

1. The new EDR feed is proposed to be connected to the existing filter effluent pipeline at the UV area vault just downstream of the existing filter effluent flow meter. The EDR feed will be a 16" diameter ductile iron FBE lined pipe that extends from the connection point through the west wall of the UV area vault and then extending westerly to the proposed EDR feed pumps.
2. In lieu of a EDR feed wet well, Ortiz D-B Team proposes direct connection of the new 16" EDR feed line to three new vertical turbine can pumps similar to the existing EDR feed pump system at NCWRP. We have included three (3) 75-hp vertical turbine can pumps in a 2-duty + 1 standby arrangement. Suction isolation valves will be provided at the cans to provide isolation for maintenance purposes. Discharge check valves, isolation valves and air/vacuum relief valves will be provided for each pump. A 12" ductile iron high pressure EDR feed line will then extend from the EDR feed pumps to the connections at the EDR units.
3. A new EDR product water will connect from the relocated EDR units and extend below grade to and discharge to the head end of the existing filter effluent UV channel through the existing checkered plant cover.
4. The Ortiz D-B team includes a new chemical storage and feed system that will include the following:
 - a. New CIP tank and pump circulation pump
 - b. New NaOCl storage tank and feed pumps
 - c. New NaOH storage tank and feed pumps



d. New HCl storage tank and feed pumps

The chemical feed storage and feed system will be located at the west end of the site under the new 30' x 55' canopy structure and adjacent to a new chemical delivery access road. The Ortiz D-B team will also evaluate the potential of using the existing NaOCl feed system and potential of reconfiguring a portion of the existing chemical feed area (location of FeCl tanks that are no longer in use). Our price however represents a new chemical storage and feed area.

5. Chemical feed piping (CIP and ECIP, etc.) to the EDR units from the new chemical storage and feed area will be located underground in dual containment piping.
6. Waste piping (concentrate blowdown) from the EDR units will be routed to either the plant drain system or to a connection to the secondary effluent pipeline dependent upon conversation and coordination with City engineering and plant staff.
7. The proposed canopy area and stairs to EDR trailers will be provided with potable water. Potable water at the trailer locations will be for connection to the emergency shower and eyewash units. Emergency shower and eyewash units will also be provided at the chemical storage and feed area.

ELECTRICAL / INSTRUMENTATION & CONTROLS APPROACH

A. General

Electrical design will be provided in accordance with the RFP and Addenda for this project. EDR and new equipment loads may exceed the capacity of that available at substation 64. Therefore the Team will review electrical power availability at nearby substation 63.

B. NCWRP

Each EDR unit will need the following service demolished (back to its source):

- 600 amp feeder from US64
- Fire alarm connection
- ION Controls connections to field devices
- 75 HP VFD feeder for the feed pump
- 50 HP concentrate pump feeder
- 50 kVA rectifier (DC) feeder
- CIP Pump feeder
- 50 kVA Rectifier feeder

Once this is finished, the trailers can be moved without any electrical hazard.

C. SBWRP

Each EDR Unit will need:



- 600 amp feeder/400 amp main.
- Fire alarm connection
- Controls connections to field devices.
- 50 kVA Rectifier feeder

The electrical equipment will be installed in a prefab insulated building ~(10'X20') with an ac unit. The service is proposed to be from a new 2000 kVA transformer connected to a 12 kV circuit, a 3000 amp main with two of each of the feeders above. There would also be control conductors and feeder conductors to all the motors and motor/VFD controls. Equipment in this building would include the following:

- An MCC section with
 - 75 HP VFDs for three feed pumps
 - 50 HP concentrate Pump Starter
 - CIP Pump feeder 40 hp

STRUCTURAL CONSIDERATIONS

Structural design will be provided by AARK Engineering Inc. (AARK). AARK has extensive experience providing foundation and anchorage design for electrical and mechanical equipment, liquid storage tanks, generators and trailer supported equipment. All new project elements will be designed to support the gravity and lateral loads (including site-specific seismic and wind loads) in accordance with all applicable City, state and federal codes and standards. The project RFP and addenda call for a reinforced concrete slab with approximate dimensions of 113' x 55' for support of the two (2) trailer mounted Electrodialysis Reversal (EDR) module units. Additional area will be required for a maintenance canopy structure, chemical storage and feed containment, and an enclosed structure to house EDR electrical support equipment. Specific design elements will include the following:

- Design of the foundation and anchorage for the two (2) trailer mounted Electrodialysis Reversal (EDR) module units. It is anticipated that each EDR module will be permanently secured and anchored to a reinforced concrete structural foundation and support system.
- Design of a reinforced concrete foundation and containment walls for the chemical storage tanks and feed systems. Although not specifically required by the RFP, the Ortiz D-B team has included design and construction of a steel canopy structure to cover the chemical feed systems containment area.
- Design of a reinforced concrete slab and foundation for support of an approximate 10' x 20' pre-engineered, insulated and conditioned electrical building. This task will include housekeeping pads for floor mounted electrical equipment and equipment support systems.



- Design of a reinforced concrete support structure for three (3) vertical turbine can pumps for the EDR feed system.
- Design of up to two (2) heavy-duty steel framed canopy structures for the EDR maintenance area and chemical storage and feed areas. Structural foundation support will include design of cast-in-place drilled piers for the canopy columns.
- The non-structural portions of the remaining concrete slab and walkway areas will be approximately 6" thick reinforced concrete.
- All concrete will have minimum 28-day compressive strength of 4,000 psi.
- Structural consideration will include review of existing structural drawings for the adjacent UV vault and design of a penetration through the west wall to allow installation of the new 16" pipeline from the existing filtered effluent pipe to the cans of the new EDR feed pumps.

DESIGN DRAWING DEVELOPMENT

The team will work closely with City staff throughout the design process to coordinate development of the Design Drawings. All design drawings, figures and other work comprising the project design prepared by the team will be prepared in accordance with the City's latest Microstation V8 CADD Standards and utilizing the City's title block template and seed files. As a result of the Team's involvement with previous City projects, and coordination with City Staff regarding seed and plot driver development, we maintain in-house Microstation plot drivers and pen tables matching the City's requirements. All design drawings will be stamped by California Registered Professional Engineers. Specifications will be prepared and provided in Greenbook and CSI formats (excluding Part 1).

To facilitate design coordination with City staff, the team will prepare design drawing submittals for review by City Staff at 60-Percent Level Design, 100-Percent Level Design, and Pre-Final and Final milestones.

The team will encourage a submittal review meeting following each submittal for the purpose of collaborating on submittal comments and design modifications to expedite finalization of comments prior to drawing revisions.

QUALITY CONTROL PLAN

The design review process implemented for this project will incorporate in-house review, constructability review and peer review, in addition to the milestone submittal reviews performed by the City. The in-house review will follow the Quality Assurance/Control Plan developed specifically for this project and utilize an ongoing "over the shoulder" involvement of the Design Manager/Project Engineer and the Project Manager.

The Construction Manager and his staff will provide constructability input. Site coordination phasing requirements will also be identified early to assure that any potential impacts are minimized and communicated early with City staff.

Prior to each design milestone submittal, Mr. Bowdan, our Engineering Design Manager, will perform a QC review of the documents consistent with the submittal level. The review will focus on the submittals compliance



with City design standards, CAD drafting standards and constructability. This step will also identify any issues, which may require a City variance. Those issues will be documented separately and specifically brought to the City's attention. This is a critical step in allowing the City review process to be efficient and expeditious.

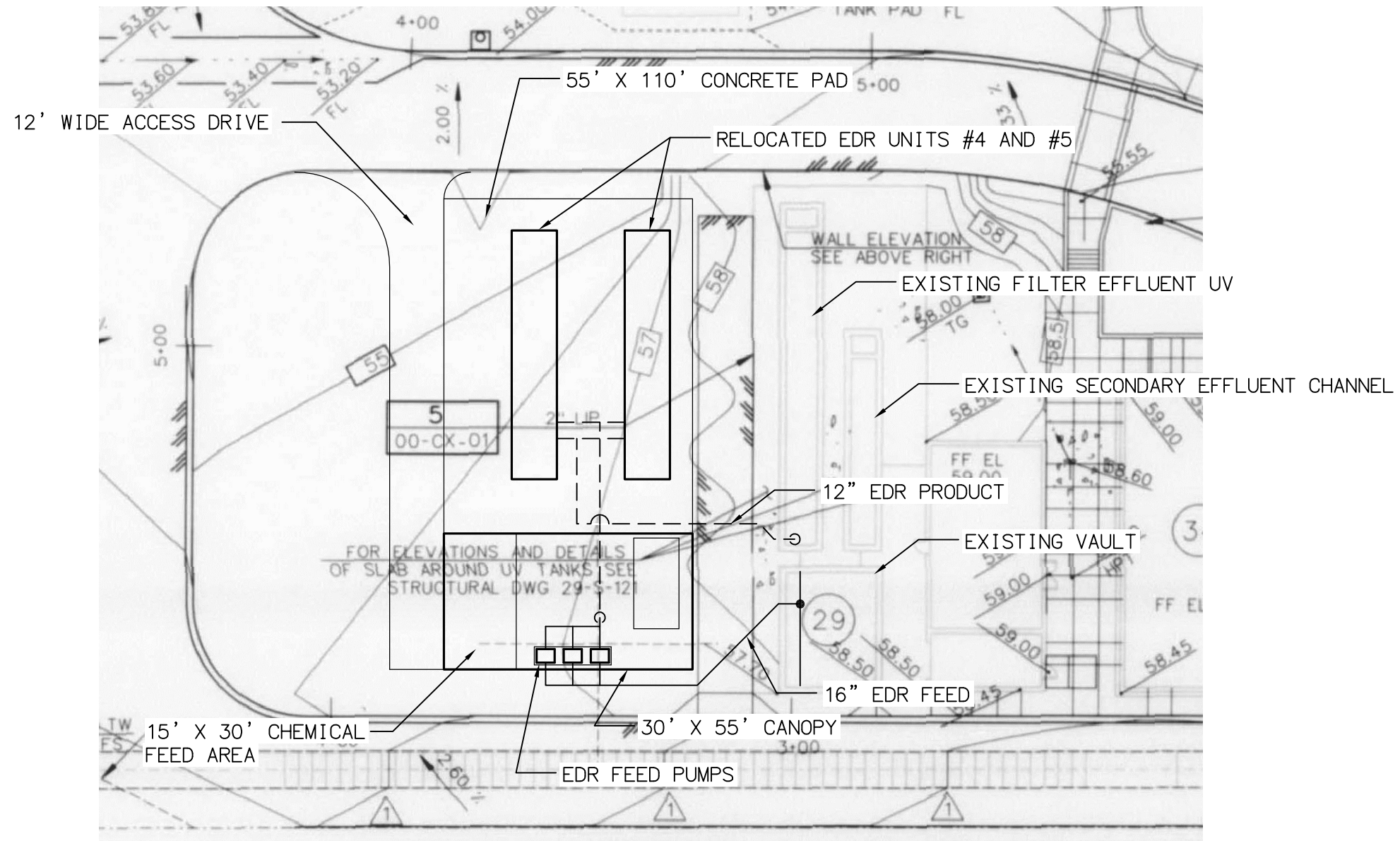
Upon receipt of the City's milestone submittal comments, appropriate revisions will be incorporated into the construction documents. In addition, a log of comments will be created and a report prepared indicating the disposition of the comments. The report will be delivered along with the next milestone submittal.

Durability

Equipment furnished and installed by the Ortiz D-B Team will be of industrial quality and durability. Fuel tanks and piping will be lined and coated with suitable materials designed for long-term contact with diesel fuels and with external atmospheric conditions without need for repainting, repair or resurfacing for a period not less than 15 years.

Proposed Design Schedule

The enclosed Schedule submitted under the Construction Plan identifies the proposed design schedule along with key milestone submittal dates and permitting activities for this project. Consideration has been given to the City's review time for each submittal, permit acquisition, and consideration to allow sufficient construction time to complete the project within 300 calendar days.





CONSTRUCTION PLAN

Construction of the SBWRP Demineralization D-B Contract will require an integrated approach with the design team, City OPS staff, City Field Engineering staff and the entire Ortiz construction team. The project will require several coordination elements, look ahead planning and, most importantly, experience gained on similar projects to reach a successful outcome.

The Ortiz construction plan includes a number of key elements that will be employed to expedite the completion of the project. Specific construction elements include:

Construction Approach and Methods

We propose to construct the project in one phase in accordance with the RFP. During the design phase extensive pot holing will be performed so construction of the EDR units, supply/ discharge pipelines (including well cans) and chemical tanks, Electrical gear pads are started when Notice to Proceed is received.

We anticipate starting at the South Bay Water Reclamation Plant with the construction of the supply pipelines, turbine pump wells, and followed by the discharge pipelines. The next step involves the electrical underground followed by the sewer lateral installation. The pad will then be excavated and recompacted as recommended by the geologist or structural engineer. Two 14'x60' structural foundations will be constructed to support and anchor the relocated EDR units, the remaining site piping below grade will be installed outside the pad area. The pad supporting the chemical tanks/ electrical control room/ canopy will follow along with containment curbs.

Construction will complete final concrete work that will encompass the 55'x 110' work area. Incorporate any drainage on the new concrete surface to keep water from ponding. Begin the construction of the pre-engineered electrical room, vertical pump installation, and 30'x55' canopy. Prep EDR units for transfer by replacing all tires, checking brakes, air system and any other components that may hinder the transport. Once trailers are at SBWRP, all components shall be removed associated with transporting, including but not limited to: suspension, axles, wheels, and landing gear. Once the trailers are ready for their final location, crane shall set them in place with support system designed by our structural engineering partner. Complete final connections to EDR units, have system integration work required to commence start up procedures, plus incorporate any recommendations from the manufacturer of the EDR units.

PLAN FOR OPERATIONS OF FACILITIES DURING CONSTRUCTION

The NCWRP will not be impacted by the proposed relocation of the EDR units. The SBWRP will require a temporary shutdown to accommodate the installation of the new EDR feed connection point to the existing filter effluent line. Ortiz will coordinate this shutdown to occur during the period of December to January when recycled water demands are at their minimum.

PLAN FOR PHASING OF CONSTRUCTION ACTIVITIES AND PROJECTS

Ortiz D-B team has sequenced the schedule so that the anticipated temporary shut-down of the filtered effluent line at SBWRP can occur during the period December through January. This will allow up to 3 days for the



installation of the new EDR feed connection to the existing filtered effluent line at the existing vault structure downstream of the existing flow meter. The new piping, tee and isolation valves will be pre-assembled to minimize the actual shut down time. At the completion of the new EDR feed connection at the vault, the filter effluent line can be returned to service while the construction continues on site.

GENERAL PLAN FOR FUNCTIONAL TESTING AND START-UP

The ORTIZ D-B Team recognizes that the City's NCWRP and SBWRP are critical facilities that must remain in operation. The Team will prepare a Functional Testing and Start-Up Plan (Protocol) for review by City's engineering and facilities operations staff a minimum of 30-days prior to the scheduled testing and start-up at each site. The Plan will list specific dates, times and procedures necessary to conduct functional testing and start-up facilities. The Plan anticipates performing functional testing of the Owner's EDR Units #4 and #5 upon completing connections and tie-ins to the process piping and electrical distribution systems.

PROPOSED SAFETY PROGRAM

An integral part of our pre-construction planning is the implementation of our unparalleled field safety program. "Safety is First" is ORTIZ's motto out in the field as well as in our management team and among all our sub-contractors chosen on our jobs.

ORTIZ has every desire to provide a safe working environment for its employees. Working conditions should not only meet accepted standards for the protection, safety and health of employees, but should be maintained in a clean and orderly state so as to encourage efficient operations and satisfied employees. No job is so important, and no order is so urgent that we cannot take the time to perform our work safely.

All employees and subcontractors are expected to follow the policies and procedures outlined in our project specific safety plan. In addition, strict compliance with all mandated regulations must be stressed. It is not the intent of our program to address all hazards that might be encountered, but rather to provide an overview of major safety concerns.

ORTIZ employees are trained yearly in OSHA compliance as well as keeping up to date with our Injury & Illness prevention programs along with our BMP's. The combination of these three important elements in our safety program puts us at an outstanding work status with our workman's compensation carrier. This brings tremendous savings to ORTIZ in order to achieve competitive bids.

Every year ORTIZ spares no expense in purchasing the latest equipment for a safer work environment for employees. Most important, ORTIZ administrative staff brings every head together once a week at their main offices to share experiences and knowledge from the field in a bilingual discussion. When joint cooperation of employees, subcontractors and management is observed, this policy provides safe working conditions and accident-free performance. This is to the mutual advantage of all.

A detailed project specific Safety Plan will be developed upon contract award.



PROPOSED EMERGENCY RESPONSE PLAN

A key element of our site specific-safety plan is the Emergency Response Plan. We recognize that there are inherent risks associated with infrastructure construction and a proactive emergency response is critical to effectively and safely deal with emergency situations. Our project specific emergency response plan identifies the nearest hospital, fire station and police station relative to the project's location and appropriate phone numbers, recommended evacuation routes and possible hazards associated with the project. As a standard practice, we review the location of existing high-pressure gas mains as this presents the greatest safety exposure to our employees during trenching operations. Other high-risk elements include:

- Confined space
- Fall hazards
- Electrical hazards
- Wastewater
- Contaminated soil
- Trenching shoring
- Traffic control
- Equipment failure
- Chemical handling
- Pressure testing operations

Our plan designates Ms. Lucy Ortiz as the competent person in charge of maintaining and implementing our emergency response plan. Lucy has more than 12 years of construction experience and currently serves as ORTIZ's Safety Director. She has worked on numerous similar infrastructure improvement projects for the City of San Diego and is very knowledgeable of the City's health and safety requirements.

PROPOSED CONSTRUCTION SCHEDULE

The enclosed schedule identifies the proposed phasing plan and the key milestones planned for this project. Consideration has been given to the City's construction moratoriums, other projects planned for the project area and overall completion within the 300 working day period. To help expedite the project, we are proposing to begin the materials procurement process after 60% design (pumps and electrical equipment). Our goal is to complete all the pre-construction activities during the design phase, which will allow us to mobilize for construction immediately following the final design approval.

The following critical path schedule outlines all work activity within a 300-working -day timeframe.



EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY

Subcontractor Documentation

ORTIZ's subcontractor documentation follows and includes all subconsultants committed to ORTIZ for participation on this contract, including the three largest and any changes to those shown in the SOQ:

- Form AA15 - Design-Build List of Subcontractors (including three largest)
- Form AA30 - Design-Build Named Equipment /Material Supplier List

Reference Checks

ORTIZ invites the city to contact any or all of the following references within the County of San Diego, who are available to provide validation of our successful previous work on similar projects:

Name: Nariman Khomamizadeh
Agency: City of San Diego
Phone: 858-627-3286
Email: narimank@sandiego.gov
Associated Project: Design-Build 554/555

Name: Ken Finnigan
Agency: City of San Diego
Phone: 858-627-3288
Email: kfinnigan@sandiego.gov
Associated Project: Various

Name: Samir Abuqaod
Agency: City of San Diego
Phone: 858-627-3200
Email: sabuqaod@sandiego.gov
Associated Project: Various

Work Force Report

ORTIZ certifies 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. The Work Force Report is provided on the following page.

BIDDING DOCUMENTS



City of San Diego
EQUAL OPPORTUNITY CONTRACTING PROGRAM
1200 Third Avenue, Suite 200, San Diego, CA 92101
(619) 236-6000 Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by state and federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: ORTIZ CORPORATION

AKA/DBA: N/A

Address (Corporate Headquarters, where applicable): 2000 McKinley Avenue

City National City County San Diego State CA Zip 91950

Telephone Number: (619) 434-7925 FAX Number: (619) 434-7931

Name of Company CEO: Marcelino Ortiz

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: same as above

City _____ County _____ State _____ Zip _____

Telephone Number: _____ FAX Number: _____

Type of Business: General Construction Contractor Type of License: Class A

The Company has appointed: Lucy Ortiz

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 2000 McKinley Avenue

Telephone Number: (619) 434-7925 FAX Number: (619) 434-7931

For Firms: San Diego Workforce and/or Managing Office Workforce
I, the undersigned representative of

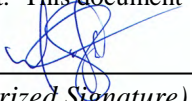
ORTIZ Corporation

(Firm Name)

San Diego CA hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this day of _____

 _____

(Authorized Signature)

Lucy Ortiz, Project Coordinator

(Print Authorized Signature Name)

Group SBWRP Demineralization Project-BID#K-13-5868-DBA-WBS#S-00310

Form Title: WORK FORCE REPORT

Form Number: BB05

BIDDING DOCUMENTS

WORK FORCE REPORT – Page 2

NAME OF FIRM: ORTIZ CORPORATION

DATE: June 12, 2013

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total workforce. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial			3	3										
Professional Specialty											2			1
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical				1										
Services														
Precision Production, Craft and Repair			5											
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving			8											
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*											1			

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN			16	4							3			1
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GRAND TOTAL ALL EMPLOYEES

24

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

Group SBWRP Demineralization Project-BID#K-13-5868-DBA-WBS#S-00310

BIDDING DOCUMENTS

WORK FORCE REPORT – Page 3

NAME OF FIRM: ORTIZ CORPORATION

DATE: June 12, 2013

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total workforce. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Dry Wall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers	4		22								1			
Millwrights														
Masons, Bricklayers														
Tile Setters														
Operators			9											
Painters														
Pipefitter, Plumber			7											
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN	4		38								1			
GRAND TOTAL ALL EMPLOYEES			43											

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Group SBWRP Demineralization Project-BID#K-13-5868-DBA-WBS#S-00310

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

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor under this contract. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **PERCENT VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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.

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

Form Number: AA15`

SDFD Station Alerting Design-Build Contract

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

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Design-Builder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor under this contract. The Design-Builder shall list only one Subcontractor for each portion of the Work. The **PERCENT VALUE** of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builder's own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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.

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

Form Number: AA15`

SDFD Station Alerting Design-Build Contract

BIDDING DOCUMENTS

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

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, should have the name, locations (City) and the **PERCENT VALUE** of the Suppliers. The Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **PERCENT VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **PERCENT VALUE** for purposes of calculating the subcontractor participation percentages, Suppliers will receive 60% credit of the listed **PERCENT VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **PERCENT VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	PERCENT VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
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 (except for OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

Form Number: AA30

Attachment D

SBWRP Demineralization Design-Build Contract