
REQUEST FOR PROPOSAL (RFP)



Chollas Creek Segment 5 Restoration Project — Engineering Design Services

Issue Date: February 2, 2017

RFP #3768-017

Notice to Pre-Qualified Engineering Consultants

Issuing Agency & Address: Urban Corps of San Diego County
3127 Jefferson Street
San Diego, CA 92110
(619) 235-6884

Period of Contract: Single Project Phase One, Start Date 2017

Contract Type: Engineering Design Consultant Services

Bid Due: March 6, 2017, 2:00pm

NOTE: An RFQ due December 2, 2016 was a mandatory first step of the RFP process for the Chollas Creek Segment 5 Restoration Project and only those firms who successfully submitted qualifications are being invited to participate herein.

DOCUMENTS PREVIOUSLY SUBMITTED WITH THE RFQ ARE CONSIDERED PART OF APPLICANTS' RFP SUBMISSION AND WILL BE USED IN AGENCY REVIEW.

As a qualified respondent to the Chollas Creek Segment 5 Restoration Project RFQ, you are invited to review and respond to this **RFP # 3768-017**, entitled Chollas Creek Segment 5 Restoration Project – Engineering Design Services. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Engineering Consultants are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged

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businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

For the purpose of clarity, the Urban Corps of San Diego County, herein after is referred to as the Agency. The Project must be carried out in accordance with the Agency's signed agreement with the State of California's Wildlife Conservation Board (WCB). This project is a public works project using State funding sources through the WCB and administered by the Agency and as such, some Consultants may be subject to Prevailing Wage, DIR registration and requirements, and Certified Payroll requirements. Agency and the City of San Diego insurance requirements must be met as identified in the Insurance section herein.

The designated contact person for this RFP is:

Ty Sterns
Urban Corps of San Diego County
tsterns@urbancorps.org
(619) 235-6884 Telephone Number
(619) 235-5425 Fax Number

Please note that no *verbal* information given will be binding upon Agency unless such information is issued in writing as an official addendum.

Technical questions regarding this solicitation will be addressed, in writing, and in accordance with the Questions and Answers portion of this RFP. See **Section C, Item 1, Time Schedule** for more details.

An optional site inspection will be held on **February 15, 2017**. See **Section C** for more details.

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A) Purpose and Description of Services

Consultant agrees to provide to the Agency all resources required to provide professional services, as described in the Scope of Work, Attachment 11.

B) Bidder's Minimum Qualifications

Bidders must possess a Civil Engineering license, issued by the State of California. By submitting its bid, Bidder certifies, under penalty of perjury, that its California State license is in a classification appropriate to the work to be undertaken as identified in the Proposed Form, Scope of Work, Attachment 9. Refer to Section C, Bid Requirements and Information, Paragraph 7, Consultant License, for submittal requirements.

C) Bid Requirements and Information**1. Time Schedule**

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Time)
RFP available to prospective bidders	2/2/17	
Optional Site Inspection	2/15/17	10:00 AM
Written Question Submittal	2/17/17	
Final Date and Time for Bid Submission	3/6/17	2:00 PM
Bid Opening	3/6/17	2:15 PM
Proposed Award Date (estimate)	4/1/17 (est.)	
Proposed Term of Agreement (estimate)	4/1/17 -12/1/2019 (est.)	

2. Optional Site Inspection

A. An optional site inspection is scheduled for 10:00 AM on February 15, 2017, at the Chollas Creek Segment 5 Site, for the purpose of discussing concerns regarding this RFP. Please confirm attendance with Ty Sterns tsterns@urbancorps.org prior to Feb. 15 site visit. The purpose of the optional site inspection is for the potential bidders to become familiar with the project site. Any questions related to the contract that arise from the optional site inspection must be submitted in writing, as described below in Item 4.

B. In the event a potential prime Consultant is unable to attend the optional site inspection, an authorized representative may attend on their behalf.

C. Bidders must sign in (on the sheet provided) upon arrival and sign out upon completion of the walk-through activities. Agency will conduct the site inspection of the project area and disseminate any additional information to participants, if necessary.

3. Reasonable Accommodations

For bidders who need assistance due to a physical impairment, a reasonable accommodation will be provided upon advance request for the optional site inspection. The bidder must call the designated RFP contact no later than the fifth working day prior to the scheduled date and time of the pre-bid conference/site inspection to arrange for a reasonable accommodation.

4. Questions and Answers

A. Questions regarding this RFP must be submitted in writing by February 17, 2017. Bidders are encouraged to submit their written questions via e-mail to tsterns@urbancorps.org.

B. Written questions must include: the individual's name, firm name, complete address and must reference RFP No. 3768-017. Questions must be sent to one of the following:

EMAIL OR MAIL TO:

Email: tsterns@urbancorps.org
Urban Corps of San Diego County
Design Build Manager
Attention: Ty Sterns
3127 Jefferson St.
San Diego, CA 92110

C. Written responses to all questions will be collectively compiled and responded to as an Addendum. It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to this RFP, Section C 1, Time Schedule, for the schedule of events and dates/times. Bidder can contact the RFP contact named above.

5. Costs Included in Bid Rates

A. Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, and any other taxes or assessments, including but not limited to, sales and use taxes required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

B. **Permit and government agency plan check fees will be paid by Agency.**

6. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

SB firms are encouraged but not required. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) or Consultants who commit to subcontracting a minimum of twenty five percent (25%) of their net bid price to SB or MB, in the categories most appropriate to accomplish the prescribed services, will be granted SB status.

7. Consultant License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current Professional Engineering license issued by the State of California for the type of work to be performed. Bidder shall obtain, pay for, and maintain in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license will be performed by Agency (reference Business & Professions Code section 7028.15).

8. Subconsultants

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If subconsultants are used, complete the Bidder Declaration form GSPD-05-105 (Attachment 2). Bidder must ensure that the subconsultant(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subconsultant(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

9. Non-Collusion Affidavit for Public Works

Bidder must submit, as described herein, a notarized Non-Collusion Affidavit for Public Works. The Non-Collusion Affidavit is attached to this RFP as Attachment 3. Failure to submit a complete notarized affidavit shall result in rejection of the bid.

10. Insurance

A. The bidder who receives the Agreement award must provide a Certificate of Insurance providing proof of insurance to the Agency within ten (10) working days from the date of notification of award. The Agency will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Applicable and specific Insurance requirements and coverage limits are given below.

B. The insurance carrier shall provide an endorsement for the additional insured statement as follows: Agency, its officers, agents, and employees shall be included as

additional insured, but only with respect to work performed for the Agency under this Agreement.

C. The additional insured endorsements must accompany the certificate of insurance with the following information:

To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured **Urban Corps of San Diego County** with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

Accord certificates will also be required naming as additional insured:

- State of California, Wildlife Conservation Board
- The City of San Diego
- Private Property Owners (to be provided upon contract award)

D. Subconsultants shall obtain all insurance required and shall maintain, in full force and effect, such insurance during and all work performed in connection with the Agency's contract with the Consultant. Subconsultants shall not begin work on a subcontract until all insurance required of the Consultant under this Section has been obtained and approved by the Agency.

E. In any dispute between Agency and Subconsultant pertaining to Agency's contract with the General Consultant, Agency shall not be made a party to any judicial or administrative proceeding to resolve the dispute. General Consultant shall defend and indemnify Agency in any dispute between the Consultant and Subconsultant, should Agency be made a party to any judicial or administrative proceeding to resolve the dispute.

F. Minimum insurance requirements are as follows:

- 1) Commercial General Liability written on an ISO Occurrence Form CO 00-01-07-98 or equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million dollars per occurrence, and subject to an annual aggregate of \$2 million dollars. There shall be coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside of the limits of the policy.
- 2) Commercial Automobile Liability. For all of the Consultant's vehicles including owned, hired and non-owned vehicles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00-01-12-90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for combined single limit of \$1 million dollars per occurrence. Insurance certificate shall reflect coverage for any vehicle.
- 3) Excess/Umbrella Liability to be \$3 million dollars per occurrence/aggregate.

- 4) Architects and Engineers Professional Liability. Consultant, and/or Subconsultant, shall ensure the Design Professional they hire or if the Consultant, and/or Subconsultant, will be doing any of the design work for this Project themselves they shall obtain and keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$2,000,000 per claim and \$2,000,000 annual aggregate. The Consultant, and/or Subconsultant, shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Consultant, and/or Subconsultant, agrees that for the period defined above, there will be no changes or endorsements to the policy that increase Agency exposure to loss. All defense costs shall be outside the limits of the policy.
- 5) Workers' Compensation. For all of the Consultant's employees who are subject to this agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. The policy shall provide a minimum of \$1 million dollars of employers' liability coverage.
- 6) Deductibles. All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to Agency at the time the evidence of the insurance is provided.

11. Applicable Laws

Consultant will abide by all applicable federal, state, county, and city laws and regulations and will obtain (or demonstrate current possession of) any and all permits and licenses that may be required. Failure to meet (or keep current) these requirements may result in termination of any agreement entered into. Any agreement resulting from this RFP will be governed by the laws of the State of California. Venue for any legal proceedings, mediation or arbitration which may arise out of this contract will be in the County of San Diego.

12. Bid Submittal

A. All bids must be submitted and received by Agency by dates and times shown in the RFP, Section C) Bid Requirements and Information, Item 1) Time Schedule.

B. The mailing package/envelope should be labeled as follows: (Note: All packages not clearly or properly labeled as indicated below, including overnight mail and hand delivered packages, may be rejected.)

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YOUR RETURN postage

ADDRESS

Agreement No. 3768-017

Bid Due Date: March 6, 2017

Bid Due Time: 2:00 P.M.

Bid Opening: 2:15 P.M.

TY STERNS

DESIGN BUILD DEPARTMENT

URBAN CORPS OF SAN DIEGO COUNTY

3127 JEFFERSON STREET

SAN DIEGO, CA 92110

C. Late bids will not be considered.

D. All bids shall include the documents identified on the RFP's Attachment Checklist (Attachment 8). Bids not including the required attachment(s) shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.

F. If hand delivered, please submit to the front desk counter at the address referenced above.

G. Bid opening will be held at the above address at 2:15 PM on the date specified in Section C - Bid Requirements and Information, Item1 - Time Schedule. Bid opening results will be posted online on the Urban Corps of San Diego web site at <https://www.urbancorpssd.org/rfq> by 12:00 P.M. on the day following the bid opening.

The Agreement will be awarded to a responsible bidder meeting all the requirements outlined in the RFP and based on a combination of price and evaluation criteria as outlined in Section 14.

H. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.

I. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Agency may reject any bid on the basis that it is not responsive or from a non-responsible bidder, and may waive any immaterial deviation in a bid. Agency waiver of an immaterial defect shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if awarded the agreement.

J. Costs for developing bids and in anticipation of award of an Agreement is entirely the responsibility of the bidder and shall not be charged to the Agency.

K. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet (Attachment 6). The signature must also indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

L. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

M. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Agency, signed by the bidder or an agent authorized in accordance with Section K, above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.

N. Agency may modify the RFP prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.

O. Agency reserves the right to reject all bids for reasonable cause.

P. Bidders are cautioned not to rely on Agency during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the RFP requirements.

Q. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.

13. Evaluation and Selection

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A. At the time of bid opening, each bid proposal will be read aloud, reviewed per the submittal checklist. Bids are considered preliminary pending review and verification of applicable bid requirements as stated in the RFP. Agreements will be awarded to a responsive responsible bidder based on price and evaluation criteria outlined below.

B. Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. Agency will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the Agency's needs.

C. Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, shall be rejected.

D. The Agreement, if awarded, shall only be awarded to a responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this full solicitation. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

E. Agency reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the bidders). Bid items deemed necessary by the Agency are listed on the Cost Proposal Bid Form. Consultants are to respond using the form provided to all bid items listed on the Cost Proposal Bid Form. For purpose of the Contract award, total amount Bid items will be considered as the amount of the Bid.

F. The selection will consider each bidder's overall suitability to provide the required services within the project's time, budget and operational constraints, and it will consider the comments and/or recommendations of the consultant's previous clients, as well as other references. Award of the contract will be to a qualified responsible bidder based on a combination of price and evaluation criteria.

G. **Submitted bids will be reviewed based on the below criteria** in addition to all other requirements as stated in this full RFP. Failure of Bidder to sufficiently provide proof of and meeting any or all of the qualifications listed below and throughout this RFP, in the opinion of the Agency, will result in the Bidder's bid being deemed non-responsive.

DOCUMENTS PREVIOUSLY SUBMITTED WITH THE RFQ ARE CONSIDERED PART OF THE RFP AND WILL BE USED IN AGENCY REVIEW. If Consultant would like to refer to or add to previously submitted documents, this is acceptable and the most current information will be used. **Additional explanation of Approach and Work Plan is requested and limited to 3 pages.**

1) Professional Qualifications (25 points)

a. Identify specific key personnel and staff for completion of project

- b. Specialized qualifications of actual project team
 - c. Subcontractors (if any) – qualifications, technical expertise, past performance
 - d. Commitment and availability of key personnel
 - e. Organization of proposed team and how they would work with Agency
 - f. Certification of consultant or sub-consultant as SB, WBE, MBE, DBE, etc.
- 2) Experience on Similar Projects (25 points)
- a. Stream and riparian restoration design experience (minimum 5 years)
 - b. Complexity of work on grading plans, stream realignment, concrete removal
 - c. Experience with hydrology/hydraulic studies, hydrological modeling, constraints & opportunities/feasibility analysis
 - d. Experience with surveying, mapping, title analysis
 - e. Experience with development of SWPPP
 - f. Similarity of work in California, in San Diego, and specifically in Chollas Creek and / or with grant funding
 - g. Familiarity/experience with permitting and approvals – City of San Diego, FEMA, Army Corps of Engineers, USFWS, CDFW, RWQCB, others
 - h. Experience with environmental review and CEQA determinations (City of San Diego as Lead Agency)
 - i. Experience with coordination/collaboration on a project with multiple landowners, jurisdictions, and/or public agencies
 - j. References, especially recent similar projects and local public agencies
- 3) Approach and Work Plan (50 points)
- a. Statement expressing understanding of project and associated key issues
 - b. Approach to project, demonstrating understanding of the processes involved in delivering a project of this type
 - c. All tasks determined necessary, schedule with milestones and deliverables, resources/staff needed for each
 - d. Extent of subcontracted work
 - e. Capability of developing innovative techniques and solutions for overcoming challenges or streamlining processes
 - f. Explanation of why consultant is a good match for Agency and this specific project
 - g. Overall proposal quality

Total proposed cost will be divided by number of points to give a final rating.

14. Award and Protest

A. Bid results may be viewed on the internet at 12:00 P.M. (Noon) on the first business day following the bid due date at <https://www.urbancorpssd.org/rfq>

B. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the Agreement.

C. Grounds for Filing a Protest: After the issuance of the applicable Agreement award notices as specified in this RFP, the right to protest the proposed award of an

Agreement is afforded any bidder who claims it should have been awarded the Agreement.

D. Filing a Protest: The initial protest must be submitted to the Agency prior to the award of the Agreement. When a protest has been submitted, the Agreement shall not be awarded until either the protest has been withdrawn or Agency has decided the matter.

E. Within five (5) days after filing the initial protest, the protesting bidder shall file with Agency a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addressee below:

Urban Corps of San Diego County
Contracts Compliance Department
Attention: Yolanda Maeder
3127 Jefferson St.
San Diego, CA 92110
Phone Number: (619) 235-6884
Fax Number: (619) 235-5425

Note: It is suggested that you submit any protest by certified or registered mail.

F. Upon award of the Agreement Consultant shall complete and submit to Agency the Payee Data Record form (STD 204) to determine if the Consultant is subject to State income tax withholding pursuant to California Revenue and Taxation Code section 18662 et seq. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to Agency.

G. Bidder(s) must complete, sign and submit to Agency, all pages of the Consultant Certification Clauses (CCC), Attachment 3, with bid package.

15. EQUAL EMPLOYMENT OPPORTUNITY

The Agency is an Equal Opportunity Employer and, as such, expects the selected Consultant and its Subconsultants to agree not to discriminate against any Women's and Minority Enterprises and employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter related to employment because of race, religion, color, sex age, handicap, veteran status or national origin per Title VII of the Civil Rights Act of 1964 (as amended by Executive Orders 11246, 11375, and 12086; as supplemented by 41 C.F.R. chapter 60)

16. NONDISCRIMINATION

A. During the performance of this Agreement, the Agency shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or

pregnancy-disability leave. The Agency shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. The Agency shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) *et seq.*). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement.

B. Agency encourages the submission of bids from Women's and Minority, Disabled Veteran, Disabled, Small Business Enterprise, Women Owned Businesses and SLBE, ELBE.

C. Agency is an Equal Opportunity Employer. Recipients of contracts with Agency must be aware that the Agency is a pass-through agency for federal, state, county and local dollars and that Agency does not discriminate. Recipients of contracts are subject to prohibitions against discrimination. Recipients of awards agree that they will not discriminate against men or women regardless of race, creed, ancestry, physical ability, medical condition, pregnancy, age, political affiliation, marital status, or sexual orientation. Recipients must comply with Agency's drug-free workplace policy.

D. Consultants are subject to and must comply with all federal, state, county, and local laws, including but not limited to nondiscrimination laws, Immigration and Naturalization law, Gender Harassment Warranty and Liability, Americans with Disabilities Act, Social Security Act, and Drug Free Workplace.

E. Agency reserves the right to reject any and all bids or waive any irregularities in a bid or in the bid process.

F. Equal Employment Opportunity-The Consultant will comply with E.O. 11246, "Equal Employment Opportunity", as amended.

G. Copeland "Anti-Kickback" Act-The Consultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair to give up any part of the compensation to which he or she is otherwise entitled.

H. Contract Work Hours and Safety Standards Act-The Consultant will comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations. This provision requires wage computations on a 40 hour workweek with all hours in excess of 40 paid at 1 ½ times the basic rate of pay.

I. Clean Air Act and the Federal Water Pollution Control Act, as amended- Consultant agrees to comply with all applicable standards, orders, or regulations issued.

J. Byrd Anti-Lobbying Amendment- Consultants must file required certification. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from

Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, Debarment and Suspension and 49 CFR part 29.

17. Reporting and Resolving Discrepancies

A. It is the responsibility of the Proposer to include costs for any unforeseen elements and to provide for all contingencies within their proposed cost. If during performance of the Work, Consultant discovers any conflict, error, ambiguity or discrepancy within the Contract documents or between the Contract documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, Consultant shall report it to the Agency in writing at once, and Consultant shall not proceed with the Work affected thereby until an amendment or supplement to the Contract documents has been issued by one of the following methods indicated as follows:

B. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Change order
2. Time extension request

C. In addition, the requirements of the Contract documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

1. Review of a Shop Drawing or sample.
2. Written interpretation or clarification.

D. A written Change Order executed by Agency and Consultant is required before Consultant commences any activities associated with a change in the Work which, in Consultant's opinion, will result in a change in Contract Amount and/or Contract Times.

18. Additional Rules and Stipulation of Terms

A. Expenses for developing the proposals and answering Agency's questions are entirely the responsibility of the Consultant, and shall not be chargeable in any manner to Agency or the Wildlife Conservation Board.

B. This document is provided as a courtesy. Agency assumes no responsibility for failure to send it to all interested entities or companies. Agency will not be responsible for any oral instructions, nor should a submittal or proposal be based upon verbal information from any employee of Agency.

C. Addenda issued during time of bidding shall be included in the bid and shall be made a part of the Contract. Consultant shall list each addendum received.

Bid Proposal

DATE: _____

To Urban Corps of San Diego County

I/We agree to complete the Chollas Creek Restoration Segment 5 Project for the prices listed below:

PROPOSAL:

ITEM	ESTIMATED STAFF HOURS	% OF WORK BY SUB-CONSULTANTS	LUMP SUM AMOUNT
1. Project Research and Site Investigation			
2. Surveying and Mapping			
3. Base Map Preparation			
4. Schematic Grading and Drainage Plan			
5. Design Development (CEQA Level)			
6. Construction Documents and Specifications			
7. Geotechnical Report			
8. Meetings and Coordination			
TOTAL			

TOTAL AMOUNT (in words): _____

LIST OF SUBCONSULTANT (S)

SUB-CONSULTANT NAME	ADDRESS	PHONE NUMBER

DATE: _____

SIGNATURE OF BIDDER: _____

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☐ (If "None," go to Item #2)

b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE:

(1) Are you a broker or agent? Yes ☐ No ☐

(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NWSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NWSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.
If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NWSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.epprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NWSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

- Enter "N/A" if the:
- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
 - Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

This document must be notarized.

, being first duly sworn, deposes and

(the bidder)

Dated: _____ By _____
(person signing for bidder)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

}

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that
authorized to legally bind the prospective Contractor to the clause(s) listed below. This
certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed):

Federal ID Number:

By (Authorized Signature):

Printed Name and Title of Person Signing:

Date Executed:

Executed in the County of:

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the
nondiscrimination program requirements.

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the
requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by
taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution,
dispensation, possession or use of a controlled substance is prohibited and specifying actions to
be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of
employment on the Agreement.

3. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <https://www.dir.ca.gov/sweatfreecode.htm>, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

4. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

DOING BUSINESS WITH THE AGENCY

The following laws apply to persons or entities doing business with the Agency.

1. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

2. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

3. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

4. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

5. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

7. EQUAL EMPLOYMENT OPPORTUNITY: The Agency is an Equal Opportunity Employer and, as such, expects the selected Consultant and its Subconsultants to agree not to discriminate against any Women's and Minority Enterprises and employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter related to employment because of race, religion, color, sex age, handicap, veteran status or national origin per Title VII of the Civil Rights Act of 1964 (as amended by Executive Orders 11246, 11375, and 12086; as supplemented by 41 C.F.R. chapter 60)

8. NONDISCRIMINATION:

A. The Agency shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) *et seq.*). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations)

B. Women's and Minority, Disabled Veteran, Disabled, Small Business Enterprise, Women Owned Businesses and SLBE, ELBE.

C. Agency is an Equal Opportunity Employer. Recipients of contracts with Agency must be aware that the Agency is a pass-through agency for federal, state, county and local dollars and that Agency does not discriminate. Recipients of contracts are subject to prohibitions against discrimination. Recipients of awards agree that they will not discriminate against men or women regardless of race, creed, ancestry, physical ability, medical condition, pregnancy, age, political affiliation, marital status, or sexual orientation. Recipients must comply with Agency's drug-free workplace policy.

D. Equal Employment Opportunity-The Consultant will comply with E.O. 11246, "Equal Employment Opportunity", as amended.

9. Consultants are subject to and must comply with all federal, state, county, and local laws, including but not limited to nondiscrimination laws, Immigration and Naturalization law, Gender Harassment Warranty and Liability, Americans with Disabilities Act, Social Security Act, and Drug Free Workplace.

10. Copeland "Anti-Kickback" Act-The Consultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair to give up any part of the compensation to which he or she is otherwise entitled.

11. Contract Work Hours and Safety Standards Act-The Consultant will comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations. This provision requires wage computations on a 40 hour workweek with all hours in excess of 40 paid at 1 ½ times the basic rate of pay.

12. Byrd Anti-Lobbying Amendment- Consultants must file required certification. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, Debarment and Suspension and 49 CFR part 29.

QUOTES FROM SB OR DVBE SUBCONTRACTORS

Bidder shall attach copies of **SB OR DVBE SUBCONTRACTORS** quotes (on SB or DVBE's letterhead) from any SB or DVBE subcontractors listed in the form GSPD-05-105.

BID/BIDDER CERTIFICATION SHEET

Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Bid Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
2b. Email Address		
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate the Department of Industrial Relations information:		
9. Contractor Registration Number		
Indicate applicable license and/or certification information:		
10. Contractor's State Licensing Board Number	11. PUC License Number CAL-T-	
12. Bidder' Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number: _____	If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ".		
Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation?		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.		

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)_____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ____ of ____

REQUIRED ATTACHMENT CHECKLIST

REQUIRED ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to Urban Corps of San Diego County. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive.

Return the Attachment Checklist with your bid package.

Item	Name / Description
1	Bid Proposal
2	Approach and Workplan (please limit narrative to 3 pages)
3	Bidders Declaration
4	Non-Collusion Affidavit for Public Works (must be notarized)
5	Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx . Page one (1) must be signed and submitted prior to the award of the contract.
6	(OPTIONAL) Quotes from SB/DVBE Subcontractors (on SB/DVBE's letterhead)
7	Bid/Bidder Certification Sheet
8	Disabled Veteran Business Enterprise Declarations, STD 843 (Required for DVBE contractor or DVBE subcontractors listed in the GSPD-05-105)
Copy	PE (Professional Engineer) License
Copy	Professional Hydrology Certification
Copy	Professional Surveyor License

SCOPE OF WORK

1. Project Research and Investigation

Consultant shall conduct research with the City of San Diego and utility providers for record drawings of improvements and utilities for the site and review existing construction and discretionary permit documents provided by owner. Consultant shall visit the project site, complete photo document the site and submit an optional report that includes notes on surrounding properties and edge conditions. This site visit will help to verify improvements needed.

2. Surveying and Mapping

Perform partial boundary retracements, easement plotting, and select topographic surveys in areas as designated by the Agency. Consultant shall prepare a 1' contour map of project area.

3. Base Map Preparation

Consultant shall prepare a base map including information gathered in tasks 1 and 2 and prepare a base sheet for use by Agency and other consultants.

4. Schematic Grading and Drainage Plan

Task 4.1 Consultant shall prepare one (1) Schematic Grading and Drainage plan for the creek restoration plan in accordance with the drainage policies of the City of San Diego and Wildlife Agencies. The plan shall reflect the 2008, Restoration and Enhancement Plan, Chollas Creek Segment 5 by Estrada Land Planning. Said plans shall be refined or revised based on Biologists, Agency, City, and Army Corps of Engineers comments.

Task 4.2 Consultant shall prepare feasibility and cost analysis report for the one (1) schematic grading and drainage plan.

5. Design Development (CEQA Level)

Task 5.1 Design Development Package

Consultant shall refine the Schematic Grading and Drainage Plan prepared during the Conceptual Design/Schematic Design Phase. Said plan shall be refined or revised based on Agency's comments in order to define specific systems, materials and other such elements as needed. Design Development Package will be developed consisting of Demolition, Grading, Erosion Control, Public and Private Utility plans, outline specifications, and other civil drawings as necessary to provide a more developed design.

Task 5.2 Preliminary Hydraulic Study

The Consultant shall prepare a preliminary hydraulic study for the entire project area based on the Hydrology study on record. The consultant shall prepare the hydraulic studies and analysis necessary to produce the appropriate CLOMER and LOMER models for the design development level grading proposal. Civil shall prepare all the required as supporting technical studies necessary for CEQA level permitting and initial FEMA review.

6. Construction Documents

Task 6.1 Creek Enhancement Improvement Plans

Consultant shall prepare Creek Improvement Plans in accordance with the approved Site Plan and the Soils and Geology Report. These plans will be used to obtain a Grading Permit from the City of San Diego and wildlife agencies as needed. Civil shall provide all CAD plans for the project.

Task 6.2 Erosion Control Plans

Consultant shall prepare Erosion Control Plans showing erosion control measures to be implemented during construction.

Task 6.3 Storm Drain Improvement Plans

Consultant shall analyze existing storm drain and culvert infrastructure and be noted in the plans as existing conditions. Civil to ensure the creek enhancement plans will coincide with existing infrastructure.

Task 6.4 Final Hydraulic Study

The Consultant shall finalize the Hydraulic Study to be submitted to all necessary government agencies for final approval. The study shall develop pre- and post-project 100-year storm hydrology for onsite runoff. The consultant shall prepare the hydraulic studies and analysis necessary to produce the appropriate CLOMER and LOMER models for the City, FEMA and government review.

Task 6.5 Bond Estimate

Consultant shall prepare a bond estimate for the grading, drainage and trail improvements.

Task 6.6 Storm Water Plans and Reports

Consultant shall prepare the necessary reports and plans in conformance with the current Statewide General Construction Permit. Best Management Practices (BMPs) shall be selected to treat runoff from the site during construction. Consultant shall coordinate with the property owner in order to upload and certify the appropriate Risk Level and NOI on the State Boards SMARTS website. NOI application shall be

prepared and processed with the required site plan with the SWRCB and must be filed by the property owner and approved prior to beginning construction.

Task 6.7 Specifications

Consultant shall provide Division 2 Specification for the civil engineering scope.

Task 6.8 Meetings and Coordination

Consultant shall attend meetings with the Agency to review the progress of the work included in this agreement.

7. Geotechnical Report

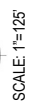
Consultant shall prepare a report as necessary to complete the scope of work and as required by government agencies for permitting.

8. Meetings and Coordination

Meetings and Coordination during plan check review as well as meetings with Agency. Include time to attend meetings and provide coordination during all phases of the project. Time shall include coordinating with Agencies Subconsultants. Note: All plan check review fees will be paid by Agency.

Owner Name	APN #	ID
CITY OF SAN DIEGO	5472702100	
CITY OF SAN DIEGO	5472702400	
GREENWOOD MEMORIAL PARK INC	5461501200	
GREENWOOD MEMORIAL PARK INC	5472700100	
GREENWOOD MEMORIAL PARK INC	5472700300	
GREENWOOD MEMORIAL PARK INC	5472700400	
GREENWOOD MEMORIAL PARK INC	5472700400	
GREENWOOD MEMORIAL PARK INC	5472700500	
GREENWOOD MEMORIAL PARK INC	5472702200	
NORTHSTAR FUNERAL SERVICES OF CALIFORNIA LLC	5472702000	
NORTHSTAR FUNERAL SERVICES OF CALIFORNIA LLC	5472802500	
RAYMOND CARLIN ESTATE	5472700800	
Y M C A OF S D COUNTY	5472700900	
Y M C A OF S D COUNTY	5472701000	
Y M C A OF S D COUNTY	5472701100	
Y M C A OF S D COUNTY	5472702500	
Y M C A OF S D COUNTY	5472702600	
Y M C A OF S D COUNTY	5472802900	
Y M C A OF S D COUNTY	5472702300	
Y M C A OF S D COUNTY	5472700600	





ATTACHMENT 11