

City Del Mar Env. & Const. Services, Inc. **0**
Mr. Juan Díez De Bonilla, President

629 Del Mar Avenue

CONTRACTOR'S NAME: _____ Chula Vista, CA 91910 _____

ADDRESS: _____ P: (619) 638-3679 F: (619) 420-4669 _____

TELEPHONE NO.: _____

CITY CONTACT: Damian Singleton - Contract Specialist, Email: dsingleton@sandiego.gov

Phone No. (619) 533-3482 - Fax No. (619) 533-3633

JSORIANO/BD/LS

COPY



CONTRACT DOCUMENTS

FOR

34th STREET STORM DRAIN REPAIR

VOLUME 1 OF 2

BID NO.: _____ L-14-5779-DBB-1

SAP NO. (WBS/IO/CC): _____ S-11001

CLIENT DEPARTMENT: _____ 2116

COUNCIL DISTRICT: _____ 3

PROJECT TYPE: _____ CA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY.
- PREVAILING WAGE RATES APPLY: STATE FEDERAL

BID DUE DATE:

1:30 PM

OCTOBER 1, 2013

CITY OF SAN DIEGO

PUBLIC WORKS DEPARTMENT

1010 SECOND AVENUE, SUITE 1400, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:



For City Engineer

7/26/2013
Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **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 **34th Street Storm Drain Repair** (Project).
3. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Cast in place pipe (CIPP) approximately 50 linear feet of existing 18" CMP storm drain. Also proposed is the construction of a new concrete energy dissipater. Revegetation and 25 month maintenance is also required. Construction will be limited within the construction area provided and as shown on the plan drawings. Equipment that exceeds 60 decibel hourly average will be prohibited between March 1st and August 15th.

3.1. The Work shall be performed in accordance with:

3.1.1. This Notice Inviting Bids and Plans numbered **36748-1-D** through **36748-2-D**, inclusive.

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. SUBCONTRACTING PARTICIPATION PERCENTAGES.

- 5.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- 5.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

**Total voluntary subcontractor participation percentage for this project is
22.3%**

6. PRE-BID MEETING:

- 6.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at **10:00 A.M., on September 5th, 2013.**
- 6.2. All potential bidders are encouraged to attend.

6.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

7. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

7.1. **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>.

7.2. 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.

8. **CONSTRUCTION COST:** The City’s estimated construction cost for this contract is **\$95,500**.

9. **LOCATION OF WORK:** The location of the Work is as follows:

34TH STREET AND A STREET

10. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **30 Working Days**.

11. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

11.1. The City has determined the following licensing classifications for this contract:

Option	Classifications
1	CLASS A
2	CLASS C34
3	CLASS C42

11.2. The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.

12. **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.

13. PREVAILING WAGE RATES: Prevailing wage rates apply to this contract.

13.1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.

13.1.1. 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.

13.1.2. 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.

13.1.3. 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.

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

14. INSURANCE REQUIREMENTS:

14.1. 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.

14.2. 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.

15. PREQUALIFICATION OF CONTRACTORS:

15.1. Contractors submitting Bid 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:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>

15.2. 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 Contracting Group, Prequalification Program, 1010 Second Avenue, Suite 1400, 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.

16. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

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

17. **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.
18. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids 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 Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
19. **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.
20. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
21. **AWARD PROCESS:**
 - 21.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 21.2. 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.
 - 21.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
22. **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.
23. **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.

24. QUESTIONS:

- 24.1.** 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.
- 24.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 24.3.** 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.
- 24.4.** 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.

25. 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.

26. 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.

27. 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.

27.1. 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.

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

- 27.3. 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.
- 27.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

- 28.1. 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.
- 28.2. 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.
- 28.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

29. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 29.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 29.2. 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.
- 29.3. 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.
- 29.4. 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.
- 29.5. 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."

- 29.6. 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.
- 29.7. 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.
- 29.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

30. BID RESULTS:

- 30.1. 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.
- 30.2. 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.

31. THE CONTRACT:

- 31.1. 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.
- 31.2. 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.
- 31.3. 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.

- 31.4.** 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.
- 31.5.** 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.
- 32. 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.
- 33. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 33.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 33.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 33.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 33.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 33.5.** 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.
- 33.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 33.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

34. PRE-AWARD ACTIVITIES:

34.1. 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**.

34.2. 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.

35. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for the items of Work such as extended re-vegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance as specified in 2-4, “CONTRACT BONDS,” 7-3, “LIABILITY INSURANCE,” and 7-4 WORKERS’ COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

36. REQUIRED DOCUMENT SCHEDULE:

36.1. 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.

36.2. 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
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 5 WORKING DAYS AFTER DETERMINATION OF THE APPARENT LOW BIDDER	APPARENT 3 LOW BIDDERS	Contractor's Experience and Past Project Documentation. See Sections 500
9.	PRIOR TO PRE-CONSTRUCTION MEETING	LOW BIDDER	<ul style="list-style-type: none"> • Manufacturer Certification per Section 500-1.1.2.1
10.	PRIOR TO PRE-CONSTRUCTION MEETING	LOW BIDDER	Contractor's Experience and Past Project Documentation. See Sections 500
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **DEL MAR ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.**, herein called "Contractor" for construction of **34TH STREET STORM DRAIN REPAIR**; Bid No. **L-14-5779-DBB-1**, in the amount of **EIGHTY-EIGHT THOUSAND EIGHT HUNDRED FIVE DOLLARS AND 10/100 (\$88,805.10)**, which is comprised of the Base Bid alone.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) Long-Term Revegetation Maintenance Contract.
 - (e) That certain documents entitled **34th Street Storm Drain Repair**, on file in the office of the Public Works Department as Document No. **S-11001**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **34th Street Storm Drain Repair**, Bid Number **L-14-5779-DBB-1**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. 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.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

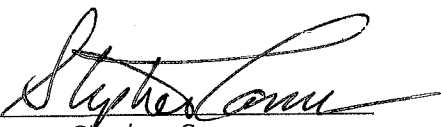
AGREEMENT

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 §22.3106 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By: 
Stephen Samara
Senior Contract Specialist
Public Works Contracting Group

By: 
Print Name: Heather L. Stroud
Deputy City Attorney

Date: 11/15/13

Date: Nov. 14, 2013

CONTRACTOR

By: 
Print Name: JUAN DIEZ DE BONILLA

Title: PRESIDENT

Date: OCTOBER 11, 2013

City of San Diego License No.: B2010008220

State Contractor's License No.: 074419

**CONTRACT/AGREEMENT
ATTACHMENTS**

CONTRACT ATTACHMENT
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Del Mar Environmental & Construction Services, Inc., a corporation, as principal, and DEVELOPERS SURETY AND INDEMNITY 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 \$88,805.10 for the faithful performance of the annexed contract, and in the sum of \$88,805.10 for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **34th Street Storm Drain Repair**, Bid Number **L-14-5779-DBB-1**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

CONTRACT 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 OCTOBER 7TH, 2013

Approved as to Form and Legality

Del Mar Environmental & Construction Services, Inc.
Principal

By Juan Diez de Bonilla
Juan Diez de Bonilla
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By [Signature]
Deputy City Attorney

DEVELOPERS SURETY AND INDEMNITY COMPANY
Surety

By [Signature]
TED COLLINS Attorney-in-fact

Approved:

By: [Signature]
Stephen Samara
Senior Contract Specialist
Public Works Contracting Group

17771 COWAN, SUITE 100
Local Address of Surety

IRVINE, CA 92614
Local Address (City, State) of Surety

800-782-1546
Local Telephone No. of Surety

Premium \$ 2,664

Bond No. 802395P

ACKNOWLEDGMENT

State of California
County of San Diego)

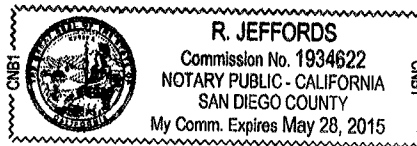
On October 18, 2013 before me, R. Jeffords, Notary Public
(insert name and title of the officer)

personally appeared Juan Diez de Bonilla,
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.

Signature *R. Jeffords* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego



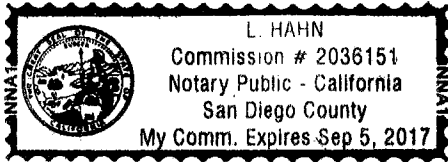
On October 14, 2013
Date

before me, L. Hahn, Notary Public

Here Insert Name and Title of the Officer

personally appeared Ted Collins

Name(s) of Signer(s)



Place Notary Seal Above

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.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

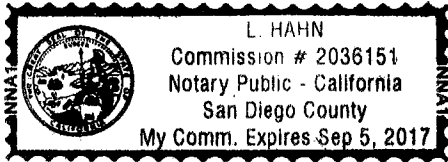
On October 14, 2013
Date

before me, L. Hahn, Notary Public

Here Insert Name and Title of the Officer

personally appeared Ted Collins

Name(s) of Signer(s)



Place Notary Seal Above

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

Witness my hand and official seal.

Signature

L. Hahn
Signature of Notary Public

OPTIONAL

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

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Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Ted Collins, Leslie Hahn, A. Watt, Steven R. Bonilla, S. Smith-Bowman, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

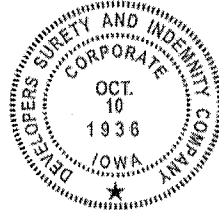
RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 16, 2012.

By: *Daniel Young*
Daniel Young, Senior Vice-President

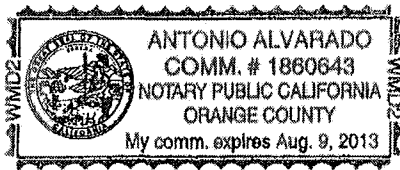
By: *Gregg N. Okura*
Gregg N. Okura, Vice-President

State of California
County of Orange



On November 16, 2012 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

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.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 14th day of October, 2013.

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: 34TH STREET STORM DRAIN REPAIR

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;

DEL MAR ENVIRONMENTAL AND CONSTRUCTION SERVICES INC.

(Name under which business is conducted)

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

Signed Juan Diez de Bonilla

Printed Name JUAN DIEZ DE BONILLA

Title PRESIDENT

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: 34TH STREET STORM DRAIN REPAIR

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;

DEL MAR ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.
(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 Juan Diez de Bonilla

Printed Name JUAN DIEZ DE BONILLA

Title PRESIDENT

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: 34TH STREET STORM DRAIN REPAIR

I declare under penalty of perjury that I am authorized to make this certification on behalf of DEL MAR ENVIRONMENTAL & CONSTRUCTION SERVICES, INC., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in 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 11TH Day of OCTOBER, 2013.

Signed Juan Diez de Bonilla

Printed Name JUAN DIEZ DE BONILLA

Title PRESIDENT

AFFIDAVIT OF DISPOSAL

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

34TH STREET STORM DRAIN REPAIR
(Name of Project)

as particularly described in said contract and identified as Bid No. **L-14-5779-DBB-1**; **SAP No. (WBS) S-11001** 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

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are 8:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

2-15 TECHNICAL STUDIES AND DATA. To the City Supplement, ADD the following:

In preparation of the Contract Documents, the designer has relied upon the following studies, data, reports of explorations, and tests:

1. Biological Survey Letter Report conducted 2012 by Merkel & Associates, Inc.

<ftp://ftp.sannet.gov/OUT/ECP/2-16%20TECHNICAL%20STUDIES%20AND%20DATA/>

SECTION 4 - CONTROL OF MATERIALS

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no less than 15 Working Days prior to Bid due date/no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

To avoid impacts to nesting bird species, no work shall occur during the general avian breeding season of January 15 to September 15.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a

material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

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

7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments

which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

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

7-4.1.1 Waiver of Subrogation.

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

7-8.6 Water Pollution Control. ADD the following:

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

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

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). RPMS shall not be used on this contract.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

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

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

SECTION 300 – EARTHWORK

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

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

SECTION 306 – CONCRETE AND MASONRY CONSTRUCTION

303-1.11 Payment. ADD the following:

The bid item for the proposed concrete energy dissipater, shall include the cost of all adjacent work as referenced in Standard Drawing SDD-105, including but not limited to; filter cloth, rip-rap, aggregate subbase, rip-rap / aggregate subbase cut-off wall and adjoining inlet box.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
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 500 – PIPELINE

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

The required documentation shall be submitted by the 3 apparent low bidders within 5 Working Days from the determination of apparent Low Bidder. If the Bidder fails to submit the Contractor’s Experience and Past Project Documentation, and Authorized Installer Certification or obtain approval from the City’s Project Manager, the Bid may be determined by the City as non-responsive and the City may require the next lowest Bidder to submit the required information.

SECTION 700 – REVEGETATION, MAINTENANCE, AND MONITORING

700-1.7.2 Project Biologist. To the City Supplement, ADD the following:

The City will retain a qualified Project Biologist to perform biological monitoring work for this contract. You must coordinate your activities and Schedule with the activities and schedules of the Biologist Monitor.

700-1.9.4

Site Preparation. To the City Supplement, ADD the following:

1. Non-native herbaceous, shrub, and tree species currently occupying areas of the project area that were previously disturbed, shall be removed or treated with herbicide.
2. Non-native species with vegetation that overhangs potential restoration areas may be trimmed or pruned to provide increased light and limit seed-drop onto nearby areas. All trimming of non-native vegetation shall be performed in the presence of the project biologist to ensure that there are no impacts to nesting birds if trimming is performed between the months of February and September.
3. All non-native species to be treated, removed, trimmed, or pruned will be flagged in advance by the project biologist. The applicant's landscape contractor shall coordinate with the project biologist regarding identification of exotic weed species to be removed/treated.
4. If erosion control materials such as silt fencing and fiber rolls remain on site prior to planting, they must be in a serviceable condition prior to the restoration implementation and should remain in place. If they are degraded however, they should be replaced prior to planting and hydroseeding the area, and shall remain until vegetation has been established.
5. If no erosion control materials are in place following construction, fiber rolls should be installed at approximate 15-foot intervals along the slope and extend at least 18 inches into adjacent vegetation.

700-2.1

General. To the City Supplement, ADD the following:

The required documentation shall be submitted by the 3 apparent low bidders within 5 Working Days from the determination of apparent Low Bidder. If the Bidder fails to submit the Contractor's Experience and Past Project Documentation or obtain approval from the City's Project Manager, the Bid may be determined by the City as non-responsive and the City may require the next lowest Bidder to submit the required information.

700-2.8

Hydroseeding. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Seed mixes:

1. The seed mix in tables identified on the Revegetation Plan shall be applied in all non hardscaped areas disturbed by the project. The seed shall be installed via hydroseed methods, unless otherwise directed by the project biologist.
2. All seeds shall meet the minimum % pure live seed as noted in tables. If minimum % pure live seed count cannot be met contractor to coordinate and obtain written approval from the project biologist for alternative compliance.
3. All seeds shall originate from within a 25 mile radius of the project site or contractor to provide evidence that the seed is not available and notify the city representative and the project biologist for alternative compliance.

Hydroseeding procedures:

1. Areas to be hydroseeded shall include access paths, work areas adjacent to water pipeline and staging area and all other areas devoid of vegetation within the limits of the project. An area approximately 0.018-acre in size has been identified for hydroseeding.

2. Hydroseeding shall be performed after all container plantings have been installed in order to limit disturbance of the intact hydroseed matrix.
3. Seeding shall occur only after the project biologist has observed and approved that the site has been properly prepared.
4. Cellulose fiber mulch shall be applied at the minimum rate of 2,000 pounds per acre or as directed by the project biologist.
5. Hydropost compost shall be applied at the minimum rate of 2,000 pounds per acre, or as directed by the project biologist.
6. Humate tri-c organic soil conditioner shall be applied at the minimum rate of 500 pounds per acre, or as directed by the project biologist.
7. Soilbuster pelletized calcium sulfate gypsum alternative shall be applied at the minimum rate of 1,200 pounds per acre, or as directed by the project biologist.
8. Super tack shall be applied at the minimum rate of 150 pounds per acre or as directed by the project biologist.
9. Equipment used for the application of slurry shall have a built-in agitation system to suspend and homogeneously mix the slurry. The slurry mix shall be dyed green. The equipment must have a pump capable of applying slurry uniformly.
10. Hydroseed shall be applied between october 1 and november 1, prior to the rainy season.

700-2.9

Container Planting. To the City Supplement, ADD the following:

4. In addition to hydroseed in the tables, contractor shall supply and plant up to 65 (1) gallon container plants per acre of native plants as shown in the container plant table at the recommendation and under the direction of the project biologist. Project biologist shall consider the 120 pep, 25 month maintenance and monitoring period, success criteria, in the event that additional container plants are recommended by the biologist for installation.
5. Container plants shall be procured from a nursery qualified to propagate and care for plant species. Source for any native container plant materials shall originate within 25 miles from the coast within san diego county to the extent practical, or as determined by the project biologist.
6. Container plant material must be delivered to the project site at the appropriate time and in a healthy and vigorous condition. The project biologist will reject plant material delivered prior to its planting date. Specimens showing evidence of disease, mishandling, defects or damage, over or underwatering, or other deficiency at the time of delivery will be rejected.
7. Container plants will be placed for planting by the project biologist in the revegetation areas. The suggested container plant installation procedure shall be as directed by the project biologist.
8. Each planting hole will be excavated to a width that is twice the size of the container. The depth of each hole shall be equal to the depth of the rootball. Approximately one gallon of weed-free topsoil should be deposited into the pit, followed by two driwater delivery tubes, and container planting. The plant shall then be positioned so that the surface of the rootball is at ground level.
9. The hole shall be backfilled with an equal combination of native soil and weed-free topsoil, and an earthen watering basin shall be created in a two foot diameter around each rootball. The plant shall then be watered in by hand immediately after planting.

10. If driewaters are to be used, three 90-day gel-pacs should immediately be installed into the delivery tube and capped to prevent disturbance by animals that inhabit the canyon.

SECTION 701 – WATER POLLUTION CONTROL

701-11 Post-Construction Requirements. To the City Supplement, second paragraph, ADD the following:

Comply with the following post-construction requirements:

- **Inlet Marker**

SECTION 705 – WATER DISCHARGES

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

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

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 **34th Street Storm Drain Repair**, as referenced in the Contract Appendix. You must comply with all requirements as set forth in the Contract Appendix A. Compliance with the City’s environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

**Notice of Exemption
and
MHPA Land Use Adjacency Guidelines**

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

PROJECT NO.: S-11001.02.06

PROJECT TITLE: 34TH STREET STORM DRAIN Repair

PROJECT LOCATION-SPECIFIC: The project is located along the 34th Street right-of-way in a paper street extending north from the intersection of 34th Street and A Street within the Greater Golden Hill community planning area. (Council District 3).

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project will consist of the rehabilitation of approximately 50 linear feet of existing corrugated metal storm drain pipeline, the removal of the existing headwall, and the installation of a concrete energy dissipater and grouted riprap. The pipeline rehabilitation will entail pulling a lining through the pipe between the storm drain inlet and the storm drain pipeline outfall, and then permanently sealing it to the inside of the pipe with hot air or water. The project will require the clearing and grubbing of non-native invasive vegetation in the project area, and will only employ hand tools and small machinery. All staging activities would occur within the developed public right-of-way on 34th Street and/or A Street. Due to the projects adjacency to the City of San Diego's Multi-Habitat Planning Area (MHPA) the project's contract specification shall include MHPA Land Use Adjacency Guidelines.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works Contact: Jeff Soriano
600 B Street, Suite 900 (MS 908A) San Diego, CA 92101 (619) 533-5140

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- CATEGORICAL EXEMPTION: 15301(D) [EXISTING FACILITIES]; 15302(C) [REPLACEMENT OR RECONSTRUCTION]
- STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines, Section 15301(D) [Existing Facilities], because the project would rehabilitate an existing storm drain and the exemption allows for the operation, repair, maintenance, of existing public or private structures, facilities, including the restoration or rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment to meet current standards of public health and safety. In addition, the storm drain would be located essentially in the same location and therefore CEQA Section 15302(C) [Replacement or Reconstruction] also applies because this exemption allows for the replacement of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; where the exceptions listed in Section 15300.2 would not apply.

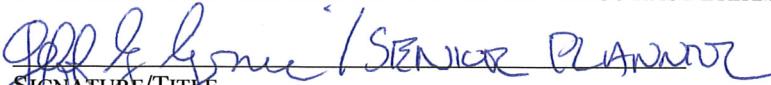
LEAD AGENCY CONTACT PERSON: JEFF SZYMANSKI

TELEPHONE: 619 446-5324

IF FILED BY APPLICANT:

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

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


SIGNATURE/TITLE
CHECK ONE:

April 30, 2013
DATE

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX A (PAGE 2)

“MHPA Land Use Agency Guidelines”

The contractor shall ensure that construction activities will avoid impacts to the adjacent Multi-Habitat Planning Area (MHPA). The following project features as identified in the Land Use Adjacency Guidelines of the Multi-Habitat Planning Area (MHPA) under the San Diego Multi-species Conservation Program (see Exhibit D) shall be adhered to in order to avoid potential impacts to migratory birds, federal ESA-listed species, and water quality, as follows:

1. No work shall occur during the general avian breeding season of January 15th to September 15th to avoid impacts to nesting bird species.
2. The Contractor shall avoid night time work that would require using lighting equipment.
3. The Contractor shall implement appropriate Storm Water Best Management Practices to control erosion and sediment and direct drainage away from the MHPA.
4. Staging areas for work occurring in paved right-of-ways shall be located in those right of-ways and not on unpaved or natural areas.
5. Staging areas for work occurring in private property shall be located on adjacent City streets.

APPENDIX B

Fire Hydrant Meter Program

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
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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.

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

Materials Typically Accepted by Certificate of Compliance

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

Sample City Invoice

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
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

34th Street Storm Drain Repair PPA Location Map

SENIOR ENGINEER
JAMAL BATTA
619-533-7482

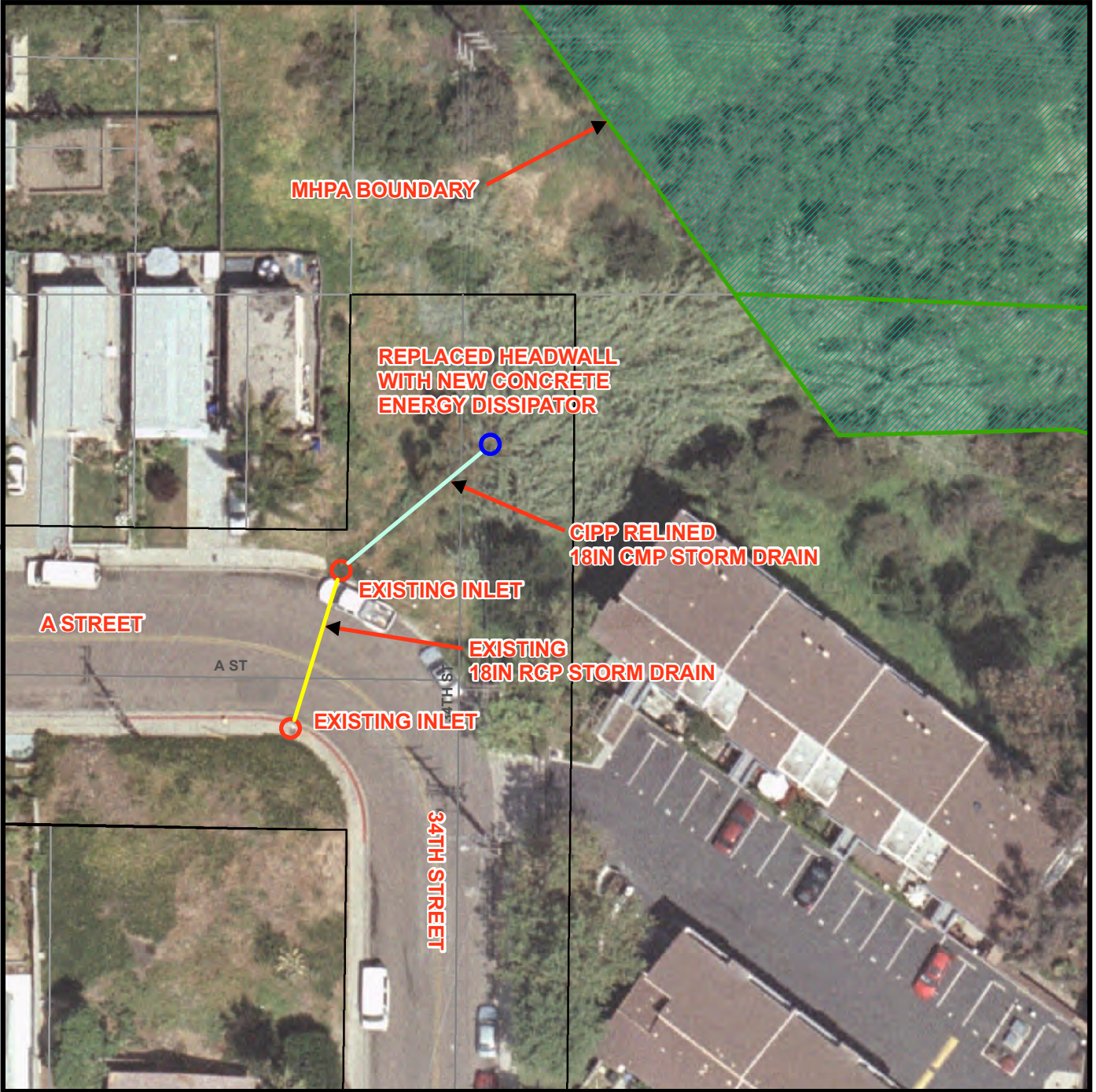
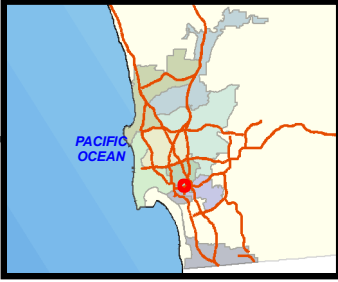
PROJECT MANAGER
JEFF SORIANO
619-533-5140

PROJECT ENGINEER
RON FOX
619-533-7505

PUBLIC INFORMATION OFFICER
PIERRETTE STOREY
619-533-3781



ROWD - DRAINAGE



COMMUNITY NAME:

GOLDEN HILL

Date: March 1, 2012

Appendix E – Location Map



COUNCIL DISTRICT: 3



WBS# S-11001

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APPENDIX F

Hydrostatic Discharge Form

APPENDIX

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

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. 2002-0020, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml), and as follows:

Discharged water has been dechlorinated to below 0.1 (mg/l) level; and effluent has been maintained between 6 and 9 (PH) based on:							<i>is discharge within acceptable limits?</i>		<i>Comment</i>
Event #	Discharge Date & Amount (GAL)	Discharge Time	Meter Readings (at source)	Test Results (Chlorine / PH)	Name of Personnel Conducting Tests (print)	*signature of personnel	yes	no	
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
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	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						

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

Project Name: _____

Work Order No.(s): _____

Have any thresholds have been exceeded? Per Order No. 2002-0020, would this be a reportable discharge and must be reported **within 24 hours** of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

APPENDIX G

Long-Term Revegetation Maintenance Agreement

LONG-TERM REVEGETATION MAINTENANCE CONTRACT

This Long-Term Revegetation Maintenance Contract [Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and [insert name of the Contractor, to be identified after award] [Contractor], who may be individually or collectively referred to herein as a “Party” or the “Parties.”

RECITALS

- A. Concurrent with the Contract execution, the Parties entered into an agreement [Agreement] for the construction of **34th Street Storm Drain Repair** [Project], WBS number **S-11001**, Bid No. **L-14-5779-DBB-1**.
- B. In accordance with the Agreement, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified development(s) of **34th Street Storm Drain Repair** [Maintenance Requirements].
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this contract i.e., Maintenance Requirements.

NOW, THEREFORE, 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:

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this contract by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this contract are incorporated into this contract by this reference.
- C. **Contract Term.** This contract shall be effective on the date the Notice of Completion for the Agreement is executed, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This contract is subject to the terms and conditions of the Agreement included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOCP Section except as follows.

SECTION 1: SCOPE OF WORK

- 1.1 **General.** The Contractor shall fulfill the Project’s Maintenance Requirements [Work] as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in the written in Exhibit A, at the direction of the City.

1.2 Work Schedule. After receiving notification from the City, the Contractor shall create a comprehensive schedule of Work for performance of this contract [Schedule] for the City's approval. The Schedule shall include routine work and inspection and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

1.3 Commencement of Work & Maintenance Period. The Contract shall begin on the date indicated in the field notification to be issued by City to the Contractor in accordance with the Project's Agreement [Field Notification], and shall continue for [25] months. A copy of the Field Notification shall be attached hereto as Exhibit B.

1.4 Performance of Work. The Work shall be performed in accordance with the manufacturer's recommendations.

1.5 License. The Contractor shall hold the following licenses in good standing:

- a) C-27 State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a C-27 State Contractor's License.
- b) Pest Control Advisor's License. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
- c) Registration with the County Agriculture Commission.
- d) Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
- e) City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. See Exhibit C.

1.6 Hours of Performance. The Contractor shall perform the Work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday [Working Hours]. The City may, in its sole discretion, grant permission to Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to area residents, shall not begin before 7:00 a.m.

SECTION 2: ADMINISTRATION

2.1 Contract Administrator. The **Public Works Department – Engineering/Right-of-Way Design Division** is the Contract Administrator for the Contract. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this contract and the Contractor's performance of the Work rendered hereunder. When this contract refers to communications to or with City, those communications shall be with the City, unless the City or this contract specifies otherwise. Further, when this contract requires an act or approval by City, that act or approval will be performed by the City.

- 2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this contract with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls from the City shall be returned within a 1 hour period.
- 2.3 Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4 Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this contract.
- 2.5 Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

PART 3: WORK SITE MAINTENANCE

- 3.1 Use of Chemicals.** The Contractor shall submit to City for approval sample labels and MSDS for all chemical herbicides, rodenticides and pesticides proposed for use under this contract. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this contract. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2 Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. The Contractor's failure to properly manage and conserve water may result in deductions or other penalties.

If Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for Contractor's failure to follow water conservation regulations

imposed by the City, the State of California, the County Water Authority, or other legal entity shall be Contractor's responsibility and may be deducted from the monthly payment.

- 3.3 Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site unless specified otherwise.
- 3.4 Satisfactory Progression.** If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this contract shall not exceed \$[the Contractor's lump sum bid amount for this long-term maintenance contract; will be established during the award process] [Contract Price].
- 4.2 Wage Rates.** Refer to the Agreement for Prevailing wages requirements for this contract.
- 4.3 Method of Payment and Reports.** The payments will be made monthly as a linear percentage of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Agreement shall constitute a basis for withholding of payment by the City.
- 4.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

The item(s) of the work subject to this maintenance coverage as specified in Exhibit A [Maintenance Items] have been determined to be in compliance with the Agreement and this contract.

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Agreement, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

- 4.5** Notwithstanding sections 3.3 and 3.4, the Contractor may request that the City pay all or some of the compensation for the Contract at a time earlier than provided in those sections if the Contractor provides a surety bond acceptable to the City which secures performance of the Contract for the full remaining term. Early payment under this section and acceptability of such bond shall be at the City's sole discretion.

SECTION 5: BONDS AND INSURANCE

- 5.1 Contract Bonds.** Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work.

The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this contract.

5.2 Insurance. At all times during the term of this contract, the Contractor shall maintain insurance coverage as specified in the Agreement, Section 7-3, "LIABILITY INSURANCE."

The Contractor shall not begin the Work under this contract until it has complied with the following:

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Agreement, Section 7-3, "LIABILITY INSURANCE" for:
 1. Commercial General Liability
 2. Commercial Automobile Liability
 3. Worker's Compensation

The Contractor shall submit copies of any policy upon request by the City.

- b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY INSURANCE."

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this contract.

SECTION 6: MISCELLANEOUS

6.1 Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.

6.2 City Standard Provisions. This contract is subject to the following standard provisions. See The WHITEBOOK for details.

1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
3. The City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance.

4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249).
 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.
 6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 6.3 Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this contract.
- 6.4 Assignment.** The Contractor shall not assign the obligations under this contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.
- 6.5 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this contract that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 6.6 Covenants and Conditions.** All provisions of this contract expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7 Jurisdiction, Venue, and Attorney's Fees.** The venue for any suit or proceeding concerning this contract, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.
- 6.8 Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.
- 6.9 Integration.** This Contract and the exhibits, attachments, and references incorporated into this contract fully express all understandings of the Parties concerning the matters covered in this contract. No change, alteration, or modification of the terms or conditions of this contract, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an

amendment to this contract agreed to by both Parties. All prior negotiations and agreements are merged into this contract.

- 6.10 Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this contract, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this contract, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12 Severability.** The unenforceability, invalidity, or illegality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal.
- 6.13 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this contract, and the decision of whether to seek advice of counsel with respect to this contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.
- 6.14 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

Project Manager: To ensure that all signatures and at least one section of contract appear on the same page.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director and by Contractor.

Dated this _____ day of _____, **[insert year]**.

THE CITY OF SAN DIEGO

By: _____

Mayor or designee

I HEREBY CERTIFY I can legally bind **[name of Contractor to be determined during DBB or RFP award process]** and that I have read this entire contract, this _____ day of _____, **[]**.

By: _____

Printed Name: _____

Title: _____

I HEREBY APPROVE the form and legality of the foregoing Contract this _____ day of _____, **[*insert year*]**.

Jan I. Goldsmith, City Attorney

By: _____

Printed Name: _____

Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

- I. Location of Work.** The location of the Work to be performed [Revegetation Area] is shown in the Contract Documents for Bid No. L-14-5779-DBB-1 and Appendix H “Revegetation Plan”. [Specifications], which are incorporated into this contract by this reference as though fully set forth herein.
- II. Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a manner that is most effective for achieving the success criteria set forth in Appendix H.
- III. Method of Performing Work.**

A. Irrigation.

At the discretion of the biologist, temporary irrigation will be applied as follows:

1. Temporary irrigation via truck watering (hand watering or alternate method such as dri-water gel pacs approved by biologist) shall be provided for a period sufficient to establish plant material and to provide vegetative cover that prevents soil erosion. The amount of irrigation must be adjusted when warranted by site conditions. Project biologist and landscape contractor shall monitor to determine success and added requirement for temporary irrigation.
2. Irrigation shall be performed in a manner that avoids runoff, seepage, and overspray onto adjacent properties, non-irrigated areas, walls, roadways, or structures.
3. The water delivery rate shall be matched to the slope gradient and the percolation rate of soil.
4. Irrigation shall deliver water sufficiently and uniformly and shall be appropriate to the needs of the plant materials. Recommended reference materials for irrigation systems design are listed in the appendix “a” of the city’s landscape standards.
5. Overwatering as evidenced by soggy soils, continually wet pavement, standing water, runoff in street gutters and other similar conditions shall be prevented.
6. During truck watering of the site, the truck shall stay on the permanent access path at the top of the slope and shall not irrigate beyond the revegetation boundary.
7. If driwater gel-pacs are used, 3 gel-pacs should be utilized for each planting. Gel-pacs should be replenished every 60-90 days for the first year that immediately follows the 120-day pep.

- B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
- i) maintain plants in a healthy, growing condition;
 - ii) maintain plant growth within reasonable bounds;
 - iii) prevent encroachment of passage ways, walks, streets, or view of signs; and
 - iv) prevent encroachment in any manner deemed objectionable by City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2” in diameter with an approved pruning paint when required by City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.

- C. Tree Maintenance. Contractor shall maintain all trees in the revegetation area in their natural shapes. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by City. The Contractor is responsible for tree pruning that can be accomplished with a 12’ pole saw by a worker standing on the ground. The Contractor shall not top trees.
1. Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
 2. Replacement. The Contractor shall completely remove and replace trees lost due to Contractor’s faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from the Contract payment. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
 3. Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 “lodge pole” type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to

any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application [Fertilizer Schedule]. The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this contract. All fertilization shall first be approved by the Project Biologist.

1. Contractor shall notify City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this contract. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor's copy shall be signed by City, on site, before any fertilizer may be used.
2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
3. If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including:
 - i) iron chelate;
 - ii) soil sulfur;
 - iii) gypsum; or
 - iv) surfactant enzymes such as Sarvon or Naiad.
4. Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

- E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods.

Weeding and/or herbicide application shall be done regularly by the contractor. Weeding shall be done at a minimum of biweekly until the end of the 120 day pep, and monthly throughout the 25 months of maintenance. Contractor shall obtain approval from city representative and project biologist prior to herbicide application, and apply herbicide per manufacturer's recommendation and any state of California guidelines.

Herbicide shall be supervised or applied by a person possessing a pesticide applicators license issued by the California department of pesticide regulation. The

City or Project Biologist may restrict the use of chemical weed control in certain areas. Herbicide shall be used only for hard to control weeds including, but not limited to hottentot fig (*carpobrotus edulis*), giant reed (*arundo donax*), tamarisk (*tamarix spp.*), bermuda grass (*cynodon dactylon*), and pampas grass (*cortaderia selloana*).

Contractor shall control weeds as identified by the project biologist such that no weed cover exceeds 5% of the project site, before they exceed twelve inches (12”) in height, and before they set seed.

- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.
1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
 2. Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor’s monthly payment.
- G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.
1. Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor’s faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
 2. If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor’s faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
 3. City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.

- H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.

- I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this contract. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
 - 1. Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this contract. Immediately after working in streets, park walks, gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.
 - 2. Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

EXHIBIT B

FIELD NOTIFICATION

[Inset a copy of the Engineer's Field Notification which establishes the commencement date of the monitoring program, see City Supplement, section 700-2.12]

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: _____

Name of License Holder: _____

Expiration Date: _____

Pest Control Applicator's Name: _____

License Number: _____

Expiration Date: _____

Pest Control Advisor's Name: _____

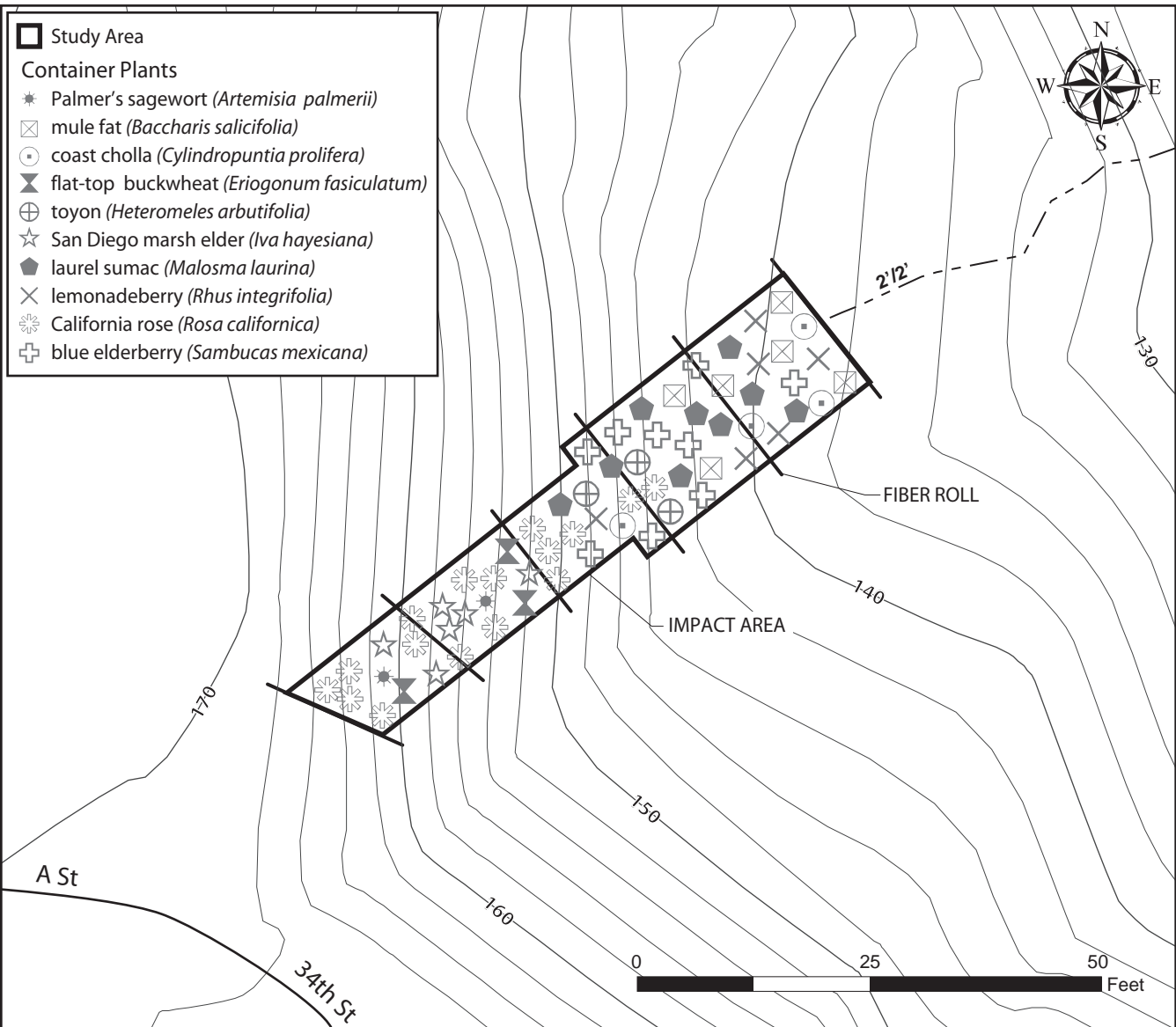
License Number: _____

Expiration Date: _____

City of San Diego Business License Number: _____

Expiration Date: _____

APPENDIX H
Street Revegetation Plan



IMPACTED AREA TO BE RESTORED - 0.018 ac
 FIBER ROLLS INSTALLED APPROXIMATELY EVERY 15'
 AND SHALL EXTEND AT LEAST 18" INTO ADJACENT VEGETATION

NOTES COMMON TO PLANTING AREAS

- * CONTAINER PLANT TAGS SHALL BE SUBMITTED TO THE PROJECT BIOLOGIST PRIOR TO INSTALLATION OF CONTAINER STOCK.
- * CONTAINER PLANTS SHALL BE PLACED WITHIN REVEGETATION CORRIDOR AT THE LOCATIONS RECOMMENDED AND UNDER THE DIRECTION OF THE PROJECT BIOLOGIST.
- ** SEED TAGS SHALL BE SUBMITTED TO THE PROJECT BIOLOGIST PRIOR TO APPLICATION OF SEED.
- ** THE SEED MIX IS COMPRISED OF NATIVE PLANT SPECIES. ANY POTENTIAL SUBSTITUTIONS MUST BE APPROVED BY THE PROJECT BIOLOGIST PRIOR TO APPLICATION OF SEED.
- *** % PLS IS THE MINIMUM PERCENT PURE LIVE SEED PER POUND OF SEED. THE PERCENTAGE IS CALCULATED BY MULTIPLYING THE PERCENT SEED PURITY BY PERCENT SEED GERMINATION, WHICH SHALL BE THE METHOD USED BY THE PROJECT BIOLOGIST TO DETERMINE SEED QUALITY, UNLESS THE BIOLOGIST SPECIFICALLY REQUEST THE %PLS METHOD TO BE USED.

Adam H Behle
 Adam Behle - Restoration Biologist

CONTAINER PLANT MATERIALS

Species	Common Name	Unit Size	Quantity
<i>Artemisia palmerii</i>	Palmer's sagewort	1-gallon	2
<i>Baccharis salicifolia</i>	mule fat	1-gallon	6
<i>Cylindropuntia prolifera</i>	coast cholla	1-gallon	4
<i>Eriogonum fasciculatum</i>	flat-top buckwheat	1-gallon	3
<i>Heteromeles arbutifolia</i>	toyon	1-gallon	3
<i>Iva hayesiana</i>	San Diego marsh elder	1-gallon	6
<i>Malosma laurina</i>	laurel sumac	1-gallon	9
<i>Rhus integrifolia</i>	lemonadeberry	1-gallon	6
<i>Rosa californica</i>	California rose	1-gallon	16
<i>Sambucus mexicana</i>	blue elderberry	1-gallon	9
TOTAL:			65

HYDROSEED SEED PALETTE (0.018 ACRE)

Species	Common Name	Density Lbs./Acre	Purity/Germination
<i>Artemisia douglasiana</i>	muqwort	3	10/50
<i>Baccharis pilularis</i>	coyote brush	4	2/40
<i>Bromus carinatus</i> "Cucamonga"	Cucamonga brome	5	95/80
<i>Eriogonum fasciculatum</i>	flat-top buckwheat	8	10/65
<i>Melica imperfecta</i>	coast range melic	4	90/60
<i>Salvia mellifera</i>	black sage	4	70/50
TOTAL:		28	

* PURE LIVE SEED

GENERAL REVEGETATION NOTES:

1. REVEGETATION OF THE PROJECT AREA SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SAN DIEGO LANDSCAPE STANDARDS.
2. REVEGETATION OF THE SITE IS TO BE PERFORMED WITH A COMBINATION OF A LIMITED QUANTITY OF NATIVE CONTAINER PLANTINGS AND AN APPLICATION OF A NATIVE SEED MIX HYDROSEED SLURRY.
3. THESE PLANS ARE TO BE USED AS A GENERAL GUIDE WITH THE FINAL PLANT LAYOUT TO BE DETERMINED ON-SITE BY THE PROJECT BIOLOGIST.
4. SEED MIX USED FOR EROSION CONTROL SHALL ACHIEVE 50 PERCENT (OR AS APPROVED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE BASED ON SITE CONDITIONS IF LESSER % COVERAGE) SOIL COVERAGE WITHIN 25 MONTHS OF BEING INSTALLED AFTER THE 120 DAY PLANT ESTABLISHMENT PERIOD (PEP). AT THE END OF YEAR 1, PLANT COVERAGE SHALL MEET 100 PERCENT COVERAGE, AS VERIFIED BY THE PROJECT BIOLOGIST (TABLE 1).
5. INVASIVE PLANT SPECIES INCLUDING BUT NOT LIMITED TO THOSE LISTED IN THE CITY'S LANDSCAPE STANDARDS ARE PROHIBITED; AND NATIVE PLANT SPECIES SHALL BE USED IN NATURALIZED AREAS.
6. REVEGETATION AND EROSION CONTROL TIMING - ALL REQUIRED REVEGETATION AND EROSION CONTROL SHALL BE COMPLETED WITHIN 30 DAYS OF THE COMPLETION OF GRADING OR DISTURBANCE TO AVOID POTENTIAL IMPACTS TO NESTING BIRD SPECIES AND TO TAKE ADVANTAGE OF COOLER SEASONAL TEMPERATURES AND INCREASED PRECIPITATION.
7. CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL ABOVE GROUND EROSION CONTROL BMPs DAMAGED DURING THE 120 PEP AND 25 MONTH MAINTENANCE AND MONITORING PERIOD. ANY ABOVE GRADE EROSION CONTROL MEASURES SUCH AS BUT NOT LIMITED TO SILT FENCING, GRAVEL BAGS AND/OR FIBER ROLLS SHALL BE REMOVED BY THE CONTRACTOR AND AS DIRECTED BY THE PROJECT BIOLOGIST FOLLOWING ACCEPTANCE OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD BY CITY REPRESENTATIVE AND PROJECT BIOLOGIST.
8. CONTRACTOR SHALL REMOVE ALL TRASH AND/OR DEBRIS FROM THE REVEGETATION SITE PRIOR TO AND FOLLOWING THE REVEGETATION INSTALLATION, AND UNTIL THE END OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD.

SITE PREPARATION:

1. NON-NATIVE HERBACEOUS, SHRUB, AND TREE SPECIES CURRENTLY OCCUPYING AREAS OF THE PROJECT AREA THAT WERE PREVIOUSLY DISTURBED, SHALL BE REMOVED OR TREATED WITH HERBICIDE.
2. NON-NATIVE SPECIES WITH VEGETATION THAT OVERHANGS POTENTIAL RESTORATION AREAS MAY BE TRIMMED OR PRUNED TO PROVIDE INCREASED LIGHT AND LIMIT SEED-DROP ONTO NEARBY AREAS. ALL TRIMMING OF NON-NATIVE VEGETATION SHALL BE PERFORMED IN THE PRESENCE OF THE PROJECT BIOLOGIST TO ENSURE THAT THERE ARE NO IMPACTS TO NESTING BIRDS IF TRIMMING IS PERFORMED BETWEEN THE MONTHS OF FEBRUARY AND SEPTEMBER.
3. ALL NON-NATIVE SPECIES TO BE TREATED, REMOVED, TRIMMED, OR PRUNED WILL BE FLAGGED IN ADVANCE BY THE PROJECT BIOLOGIST. THE APPLICANT'S LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE PROJECT BIOLOGIST REGARDING IDENTIFICATION OF EXOTIC WEED SPECIES TO BE REMOVED/TREATED.
4. IF EROSION CONTROL MATERIALS SUCH AS SILT FENCING AND FIBER ROLLS REMAIN ON SITE PRIOR TO PLANTING, THEY MUST BE IN A SERVICEABLE CONDITION PRIOR TO THE RESTORATION IMPLEMENTATION AND SHOULD REMAIN IN PLACE. IF THEY ARE DEGRADED HOWEVER, THEY SHOULD BE REPLACED PRIOR TO PLANTING AND HYDROSEEDING THE AREA, AND SHALL REMAIN UNTIL VEGETATION HAS BEEN ESTABLISHED.
5. IF NO EROSION CONTROL MATERIALS ARE IN PLACE FOLLOWING CONSTRUCTION, FIBER ROLLS SHOULD BE INSTALLED AT APPROXIMATE 15-FOOT INTERVALS ALONG THE SLOPE AND EXTEND AT LEAST 18 INCHES INTO ADJACENT VEGETATION.

TEMPORARY IRRIGATION:

1. AT THE DISCRETION OF THE BIOLOGIST, TEMPORARY IRRIGATION WILL BE APPLIED AS FOLLOWS.
2. TEMPORARY IRRIGATION VIA TRUCK WATERING (HAND WATERING OR ALTERNATE METHOD SUCH AS DRI-WATER GEL PACS APPROVED BY BIOLOGIST) SHALL BE PROVIDED FOR A PERIOD SUFFICIENT TO ESTABLISH PLANT MATERIAL AND TO PROVIDE VEGETATIVE COVER THAT PREVENTS SOIL EROSION. THE AMOUNT OF IRRIGATION MUST BE ADJUSTED WHEN WARRANTED BY SITE CONDITIONS. PROJECT BIOLOGIST AND LANDSCAPE CONTRACTOR SHALL MONITOR TO DETERMINE SUCCESS AND ADDED REQUIREMENT FOR TEMPORARY IRRIGATION.
3. IRRIGATION SHALL BE PERFORMED IN A MANNER THAT AVOIDS RUNOFF, SEAPAGE, AND OVERSPRAY ONTO ADJACENT PROPERTIES, NON-IRRIGATED AREAS, WALLS, ROADWAYS, OR STRUCTURES.
4. THE WATER DELIVERY RATE SHALL BE MATCHED TO THE SLOPE GRADIENT AND THE PERCOLATION RATE OF SOIL.
5. IRRIGATION SHALL DELIVER WATER SUFFICIENTLY AND UNIFORMLY AND SHALL BE APPROPRIATE TO THE NEEDS OF THE PLANT MATERIALS. RECOMMENDED REFERENCE MATERIALS FOR IRRIGATION SYSTEMS DESIGN ARE LISTED IN THE APPENDIX "A" OF THE CITY'S LANDSCAPE STANDARDS.
6. OVERWATERING AS EVIDENCED BY SOGGY SOILS, CONTINUALLY WET PAVEMENT, STANDING WATER, RUNOFF IN STREET GUTTERS AND OTHER SIMILAR CONDITIONS SHALL BE PREVENTED.
7. DURING TRUCK WATERING OF THE SITE, THE TRUCK SHALL STAY ON THE PERMANENT ACCESS PATH AT THE TOP OF THE SLOPE AND SHALL NOT IRRIGATE BEYOND THE REVEGETATION BOUNDARY.
8. IF DRI-WATER GEL-PACS ARE USED, 3 GEL-PACS SHOULD BE UTILIZED FOR EACH PLANTING. GEL-PACS SHOULD BE REPLENISHED EVERY 60-90 DAYS FOR THE FIRST YEAR THAT IMMEDIATELY FOLLOWS THE 120-DAY PEP.

SEED MIXES:

1. THE SEED MIX IN TABLES IDENTIFIED SHALL BE APPLIED IN ALL NON-HARDSCAPED AREAS DISTURBED BY THE PROJECT. THE SEED SHALL BE INSTALLED VIA HYDROSEED METHODS, UNLESS OTHERWISE DIRECTED BY THE PROJECT BIOLOGIST.
2. ALL SEEDS SHALL MEET THE MINIMUM % PURE LIVE SEED AS NOTED IN TABLES. IF MINIMUM % PURE LIVE SEED COUNT CANNOT BE MET CONTRACTOR TO COORDINATE AND OBTAIN WRITTEN APPROVAL FROM THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE.
3. ALL SEEDS SHALL ORIGINATE FROM WITHIN A 25 MILE RADIUS OF THE PROJECT SITE OR CONTRACTOR TO PROVIDE EVIDENCE THAT THE SEED IS NOT AVAILABLE AND NOTIFY THE CITY REPRESENTATIVE AND THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE.

HYDROSEEDING PROCEDURES:

1. AREAS TO BE HYDROSEEDED SHALL INCLUDE ACCESS PATHS, WORK AREAS ADJACENT TO WATER PIPELINE AND STAGING AREA AND ALL OTHER AREAS DEVOID OF VEGETATION WITHIN THE LIMITS OF THE PROJECT. AN AREA APPROXIMATELY 0.018-ACRE IN SIZE HAS BEEN IDENTIFIED FOR HYDROSEEDING.
2. HYDROSEEDING SHALL BE PERFORMED AFTER ALL CONTAINER PLANTINGS HAVE BEEN INSTALLED IN ORDER TO LIMIT DISTURBANCE OF THE INTACT HYDROSEED MATRIX.
3. SEEDING SHALL OCCUR ONLY AFTER THE PROJECT BIOLOGIST HAS OBSERVED AND APPROVED THAT THE SITE HAS BEEN PROPERLY PREPARED.
4. CELLULOSE FIBER MULCH SHALL BE APPLIED AT THE MINIMUM RATE OF 2,000 POUNDS PER ACRE OR AS DIRECTED BY THE PROJECT BIOLOGIST.
5. HYDROPOST COMPOST SHALL BE APPLIED AT THE MINIMUM RATE OF 2,000 POUNDS PER ACRE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
6. HUMATE TRI-C ORGANIC SOIL CONDITIONER SHALL BE APPLIED AT THE MINIMUM RATE OF 500 POUNDS PER ACRE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
7. SOILBUSTER PELLETIZED CALCIUM SULFATE GYPSUM ALTERNATIVE SHALL BE APPLIED AT THE MINIMUM RATE OF 1,200 POUNDS PER ACRE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
8. SUPER TACK SHALL BE APPLIED AT THE MINIMUM RATE OF 150 POUNDS PER ACRE OR AS DIRECTED BY THE PROJECT BIOLOGIST.
9. EQUIPMENT USED FOR THE APPLICATION OF SLURRY SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENEOUSLY MIX THE SLURRY. THE SLURRY MIX SHALL BE DYED GREEN. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY.
10. HYDROSEED SHALL BE APPLIED BETWEEN OCTOBER 1 AND NOVEMBER 1, PRIOR TO THE RAINY SEASON.

CONTAINER PLANT PROCEDURES:

1. IN ADDITION TO HYDROSEED IN THE TABLES, CONTRACTOR SHALL SUPPLY AND PLANT UP TO 65 (1) GALLON CONTAINER PLANTS PER ACRE OF NATIVE PLANTS AS SHOWN IN THE CONTAINER PLANT TABLE AT THE RECOMMENDATION AND UNDER THE DIRECTION OF THE PROJECT BIOLOGIST. PROJECT BIOLOGIST SHALL CONSIDER THE 120 PEP 25 MONTH MAINTENANCE AND MONITORING PERIOD, SUCCESS CRITERIA, IN THE EVENT THAT ADDITIONAL CONTAINER PLANTS ARE RECOMMENDED BY THE BIOLOGIST FOR INSTALLATION.
2. CONTAINER PLANTS SHALL BE PROCURED FROM A NURSERY QUALIFIED TO PROPAGATE AND CARE FOR PLANT SPECIES. SOURCE FOR ANY NATIVE CONTAINER PLANT MATERIALS SHALL ORIGINATE WITHIN 25 MILES FROM THE COAST WITHIN SAN DIEGO COUNTY TO THE EXTENT PRACTICAL, OR AS DETERMINED BY THE PROJECT BIOLOGIST.
3. CONTAINER PLANT MATERIAL MUST BE DELIVERED TO THE PROJECT SITE AT THE APPROPRIATE TIME AND IN A HEALTHY AND VIGOROUS CONDITION. THE PROJECT BIOLOGIST WILL REJECT PLANT MATERIAL DELIVERED PRIOR TO ITS PLANTING DATE. SPECIMENS SHOWING EVIDENCE OF DISEASE, MISHANDLING, DEFECTS OR DAMAGE, OVER OR UNDERWATERING, OR OTHER DEFICIENCY AT THE TIME OF DELIVERY WILL BE REJECTED.
4. CONTAINER PLANTS WILL BE PLACED FOR PLANTING BY THE PROJECT BIOLOGIST IN THE REVEGETATION AREAS. THE SUGGESTED CONTAINER PLANT INSTALLATION PROCEDURE SHALL BE AS DIRECTED BY THE PROJECT BIOLOGIST.
5. EACH PLANTING HOLE WILL BE EXCAVATED TO A WIDTH THAT IS TWICE THE SIZE OF THE CONTAINER. THE DEPTH OF EACH HOLE SHALL BE EQUAL TO THE DEPTH OF THE ROOTBALL. APPROXIMATELY ONE GALLON OF WEED-FREE TOPSOIL SHOULD BE DEPOSITED INTO THE PIT, FOLLOWED BY TWO DRI-WATER DELIVERY TUBES, AND CONTAINER PLANTING. THE PLANT SHALL THEN BE POSITIONED SO THAT THE SURFACE OF THE ROOTBALL IS AT GROUND LEVEL.
6. THE HOLE SHALL BE BACKFILLED WITH AN EQUAL COMBINATION OF NATIVE SOIL AND WEED-FREE TOPSOIL, AND AN EARTHEN WATERING BASIN SHALL BE CREATED IN A TWO FOOT DIAMETER AROUND EACH ROOTBALL. THE PLANT SHALL THEN BE WATERED IN BY HAND IMMEDIATELY AFTER PLANTING.
7. IF DRI-WATERS ARE TO BE USED, THREE 90-DAY GEL-PACS SHOULD IMMEDIATELY BE INSTALLED INTO THE DELIVERY TUBE AND CAPPED TO PREVENT DISTURBANCE BY ANIMALS THAT INHABIT THE CANYON.

MAINTENANCE REQUIREMENTS:

1. REVEGETATION AREA SHALL BE MAINTAINED FOR A PERIOD OF NOT LESS THAN 25 MONTHS (TABLE 2). ALL REVEGETATED AREAS SHALL BE MAINTAINED BY THE PERMITTEE UNTIL FINAL APPROVAL BY THE CITY. THE MAINTENANCE PERIOD BEGINS ON THE FIRST DAY FOLLOWING ACCEPTANCE (AT END OF 120 DAY PEP) AND MAY BE EXTENDED AT THE DETERMINATION OF THE CITY REPRESENTATIVE.
2. PRIOR TO FINAL APPROVAL, THE CITY REPRESENTATIVE MAY REQUIRE CORRECTIVE ACTION INCLUDING BUT NOT LIMITED TO REPLANTING AND THE REPAIR OF ANY SOIL EROSION OR SLOPE SLIPPAGE, IN CONSULTATION WITH THE PROJECT BIOLOGIST.
3. THE 120 PEP FOLLOWS HYDROSEED APPLICATION. THE PEP AND START OF 25 MONTHS MAINTENANCE AS WELL AS ACCEPTANCE FOLLOWING THE MAINTENANCE PERIOD IS DETERMINED BY CITY REPRESENTATIVE IN CONSULTATION WITH PROJECT BIOLOGIST.
4. ALL PLANTS WILL BE GUARANTEED THROUGHOUT A 120-DAY PEP. WHERE MICRO-HABITAT CONDITIONS ARE MORE FAVORABLE FOR GROWTH OF A DIFFERENT NATIVE SPECIES OF SIMILAR CHARACTER, PLANT SUBSTITUTIONS, AS DIRECTED BY THE PROJECT BIOLOGIST, MAY BE MADE FROM THE LIST OF PLANTS ORIGINALLY SELECTED FOR ON-SITE PLANTING.
5. WEEDING AND/OR HERBICIDE APPLICATION SHALL BE DONE REGULARLY BY THE CONTRACTOR. WEEDING SHALL BE DONE AT A MINIMUM OF BIWEEKLY UNTIL THE END OF THE 120 DAY PEP, AND MONTHLY THROUGHOUT THE 25 MONTHS OF MAINTENANCE. CONTRACTOR SHALL OBTAIN APPROVAL FROM CITY REPRESENTATIVE AND PROJECT BIOLOGIST PRIOR TO HERBICIDE APPLICATION, AND APPLY HERBICIDE PER MANUFACTURER'S RECOMMENDATION AND ANY STATE OF CALIFORNIA GUIDELINES. HERBICIDE SHALL BE SUPERVISED OR APPLIED BY A PERSON POSSESSING A PESTICIDE APPLICATORS LICENSE ISSUED BY THE CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION. HERBICIDE SHALL BE USED ONLY FOR HARD TO CONTROL WEEDS INCLUDING, BUT NOT LIMITED TO HOTTENTOT FIG (*CARPOBROTUS EDULIS*), GIANT REED (*ARUNDO DONAX*), TAMARISK (*TAMARIX SPP.*), BERMUDA GRASS (*CYNODON DACTYLOM*), AND PAMPAS GRASS (*CORTADERIA SELLOIANA*).
6. CONTRACTOR SHALL CONTROL WEEDS AS IDENTIFIED BY THE PROJECT BIOLOGIST SUCH THAT NO WEED COVER EXCEEDS 5% OF THE PROJECT SITE, BEFORE THEY EXCEED TWELVE INCHES (12") IN HEIGHT, AND BEFORE THEY SET SEED.

TABLE 1: SUCCESS CRITERIA*

PARAMETER	PERCENT VEGETATION COVER		PLANT SURVIVAL	
	HYDROSEED		CONTAINER PLANTS**	
PERFORMANCE STANDARD - IMPACT AREA	YEAR 1:	50 PERCENT	YEAR 1:	100 PERCENT
	25 MONTHS:	100 PERCENT	25 MONTHS:	80 PERCENT

* SEE GENERAL REVEGETATION NOTE #4 IF LOWER PERCENT APPROVED BY PROJECT BIOLOGIST.

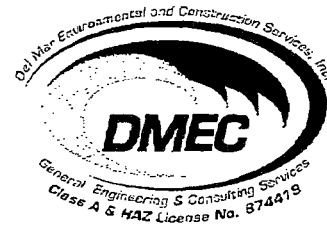
** CONTAINER PLANTS NOT MEETING PLANT SURVIVAL SUCCESS CRITERIA, AS VERIFIED AND RECOMMENDED BY THE PROJECT BIOLOGIST, SHALL BE REPLACED AND MAINTAINED AT CONTRACTOR'S EXPENSE UNTIL THE SUCCESS CRITERIA HAS BEEN MET.

TABLE 2: SUMMARY AND SCHEDULE FOR MAINTENANCE, MONITORING, AND REPORTING FOR PROJECT

PERIOD	ACTIVITY FOR PROJECT BIOLOGIST/CONTRACTOR	BIOLOGIST SITE VISIT FREQUENCY	SUBMITTALS/CHECKLIST	REPORTING FREQUENCY
REVEGETATION INSTALLATION	PROJECT BIOLOGIST WILL BE RESPONSIBLE FOR MONITORING/LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE.	AS NEEDED OR AT LEAST ONCE EVERY TWO WEEKS.	SITE OBSERVATION REPORTS (S.O.R.) PREPARED BY THE BIOLOGIST (BASED ON THE REVEGETATION PLAN CRITERIA)	AT SUCCESSFUL INSTALLATION (AS DETERMINED BY THE PROJECT BIOLOGIST)
120 DAY PEP	PROJECT BIOLOGIST WILL BE RESPONSIBLE FOR MONITORING/LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE.	MONTHS 1 & 2 - BIWEEKLY, MONTHS 3 & 4 - AT LEAST ONCE A MONTH	S.O.R.'S PREPARED BY THE BIOLOGIST (BASED ON THE REVEGETATION PLAN CRITERIA)	AT THE END OF PEP**
25-MONTH LONG TERM MAINTENANCE & MONITORING	PROJECT BIOLOGIST WILL BE RESPONSIBLE FOR MONITORING/LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE.	EVERY 3 MONTHS	S.O.R.'S PREPARED BY THE BIOLOGIST (BASED ON THE REVEGETATION PLAN CRITERIA)	EVERY 3 MONTHS YEAR 1** 25 MONTHS**

NOTE: IF 25 MONTH SUCCESS CRITERIA ARE NOT MET, THE M&M PROGRAM WILL BE EXTENDED AS REQUIRED, QUARTERLY MAINTENANCE AND MONITORING WITH YEARLY REPORTING SHALL CONTINUE AS NEEDED.
 ** PEP, 1 YEAR AND 25 MONTH FINAL REPORT(S) REQUIRED TO INCLUDE ABOVE INFORMATION.

34th STREET STORM DRAIN REPAIR PROJECT (WBS No. S-11001.02.02)
 REVEGETATION PLAN



Del Mar Environmental &
 Construction Services, Inc.
 629 Del Mar Ave..
 Chula Vista, CA 91910
 POC-Juan Diez de Bonilla;
 (619) 638-3679

October 2, 2013

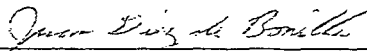
FAX TRANSMITTAL

Subject: Bid # K-14-5779-DBB-1; 34th Street Storm Drain Repair

Attention: City of San Diego
 Toni Thompson; Contracting Division
 FAX # (619) 533-3633
 Phone # (619) 533-3435

Del Mar Environmental & Construction Services, Inc. (DMEC) acknowledges and concurs with the City of San Diego's Contracting Division's correction with regards to the ESIMATED TOTAL BASE BID. DMEC acknowledges and concurs with the correction shown in Line Item 8 with regards to the "CIPP-liner Exist 18" CMP SD" (Storm Drain relining). The unit price was shown as \$280.43 and when multiplied by the number of units (70 LF) it calculates out to be \$19,630.10 vise the \$19,630.00 shown in the bid. The Estimated Total Base Bid in turn, adds up to be \$88,805.10 vise \$88,805.00 showing a difference of \$0.10. DMEC personnel inadvertently rounded incorrectly and apologize for any delays.

Sincerely:



 Juan Diez de Bonilla
 President/ Project Manager
 Del Mar Environmental &
 Construction Services, Inc.

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **34th STREET STORM DRAIN REPAIR**, 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	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
BASE BID								
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$3,420.00	
2	1	LS	237310	7-10.2.6	Traffic Control	 	\$3,705.00	
3	1	LS	237110	9-3.4.1	Mobilization	 	\$2,925.00	
4	1	AL		9-3.5	Field Orders – Type II	 	\$8,000.00	
5	1	EA	237110	303-1.1.1	Concrete Energy Dissipator (SDD-105)	\$ 21,685.00	\$ 21,685.00	
6	1	LS	238990	306-5.3	Demolition and Disposal of Existing Headwall	 	\$2,840.00	
7	1	LS	237110	306-9.7	CCTV Inspection "Pre" and "Post" CIPP Installation	 	\$2,665.00	
8	70	LF	237110	500-1.1.9	CIPP-liner Exist 18" CMP SD	\$ 280.43	\$19,630.00 19630.10	
9	1	LS	238390	700-2.15	Clearing and Grubbing	 	\$8,795.00	
10	1	LS	561730	700-2.15	Revegetation and Erosion Control	 	\$8,850.00	
11	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program	 	\$4,420.00	
12	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$1,030.00	
13	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$ 840.00	
ESTIMATED TOTAL BASE BID							\$88,885.00	88805.10

TOTAL BID PRICE FOR BID (Items 1 through 13 inclusive) amount written in words:

Eighty-eight thousand eight hundred and five dollars and no cents

QDB

A

QDB

A

TRANSACTION REPORT

OCT/02/2013/WED 05:18 PM

FAX (TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	OCT/02	05:16PM	94204669	0:01:23	2	MEMORY OK	ECM 3699



THE CITY OF SAN DIEGO

Public Works Contracting Group
 Contracting Division
 1010 Second Avenue, Suite 1400
 San Diego, CA 92101
 (619) 533-3633

FAX TRANSMITTAL

Date: October 2, 2013

The following pages are intended for:

To: Estimator

From: Toni Thompson

Company: DMEC

Division: Contracting Division

FAX # 619-420-4669

FAX # 619-533-3633

Phone # 619-638-3679

Phone # 619-533-3435

RE: Bid # K-14-5779-DBB-1 34th Street Storm Drain Repair

COMMENTS: In tabulating the bid results of subject project, we have found that the ESTIMATED TOTAL BASE BID is \$88,805.10 NOT \$88,805.00 as per your bid. Please FAX acknowledgement/concurrence of the correct amount, by 12:00pm tomorrow.

If there are any problems with receiving this FAX transmission (such as missing pages), please contact the Sender at the "From" phone number given above.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW, RECEIPT BY AN UNINTENDED RECIPIENT DOES NOT CONSTITUTE A WAIVER OF ANY APPLICABLE PRIVILEGE.

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended



THE CITY OF SAN DIEGO

Public Works Contracting Group
Contracting Division
1010 Second Avenue, Suite 1400
San Diego, CA 92101
(619) 533-3633

FAX TRANSMITTAL

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If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **34th STREET STORM DRAIN REPAIR**, 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.

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ESTIMATED TOTAL BASE BID							\$ 88,805.00	88805.00

TOTAL BID PRICE FOR BID (Items 1 through 13 inclusive) amount written in words:

Eighty-eight thousand eight hundred and five dollars and no cents

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Daniel Singleton - Contract Specialist, Email: dsingleton@sanidiego.gov
Phone No. (619) 533-3482 - Fax No. (619) 533-3633
JSORIANO/BDORINGO/LS



CONTRACT DOCUMENTS

FOR

34th STREET STORM DRAIN REPAIR

VOLUME 2 OF 2

BID NO.: _____ L-14-5779-DBB-1
SAP NO. (WBS/IO/CC): _____ S-11001
CLIENT DEPARTMENT: _____ 2116
COUNCIL DISTRICT: _____ 3
PROJECT TYPE: _____ CA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY.
- PREVAILING WAGE RATES APPLY: STATE FEDERAL

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY
REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

1. Bid/Proposal.....	3
2. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
3. Contractors Certification of Pending Actions	8
4. Equal Benefits Ordinance Certification of Compliance.....	9
5. Proposal (Bid).....	10
6. Form AA35 - List of Subcontractors	13
7. Form AA40 - Named Equipment/Material Supplier List	14

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 Del Mar Environmental & Construction Services, Inc.
(ELBE Certification No. 13DM0972)
- (2) Signature, with official title of officer authorized to sign for the corporation:
Juan Diez de Bonilla
(Signature)
Juan Diez de Bonilla
(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) 629 Del Mar Ave.
- (5) City and State Chula Vista, CA Zip Code 91910
- (6) Telephone No. (619) 638-3679 Facsimile No. (619) 420-4669

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, HAZ

LICENSE NO. 874419 EXPIRES March 31, 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): ██████████

E-Mail Address: Juandiezdebonilla@yahoo.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.

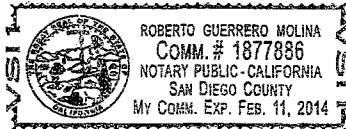
Signature Juan Diez de Bonilla Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 30 DAY OF September, 2013

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

Roberto Guerrero Molina

(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.

Juan Diez de Bonilla, 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.

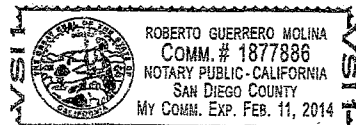
Signed: Juan Diez de Bonilla

Title: President

Subscribed and sworn to before me this 30 day of Sept., 2013

Roberto Guerrero Molina
Notary Public

(SEAL)



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 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

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

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

Contractor Name: Del Mar Environmental & Construction Services, Inc.
(ELBE Certification No. 13DM0972)

Certified By Juan Diez de Bonilla Title President
Name

Juan Diez de Bonilla Date Sept. 30, 2013
Signature

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: Del Mar Environmental & Construction Services, Inc.	Contact Name: Juan Diez de Bonilla
Company Address: ^(ELBE Certification No. 13DM0972) 629 Del Mar Ave. Chula Vista, CA 91910	Contact Phone: (619) 638-3679 Contact Email: juandiezdebonilla@yahoo.com

CONTRACT INFORMATION	
Contract Title: 34th Street Storm Drain Repair	Start Date:
Contract Number (if no number, state location): Bid No. L-14-5779-DBB-1, San Diego	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.

<u>Juan Diez de Bonilla/ President</u>	<u><i>Juan Diez de Bonilla</i></u>	<u>09/30/13</u>
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:

(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **34th STREET STORM DRAIN REPAIR**, 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	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
BASE BID								
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$3,420.00	
2	1	LS	237310	7-10.2.6	Traffic Control	 	\$3,705.00	
3	1	LS	237110	9-3.4.1	Mobilization	 	\$2,925.00	
4	1	AL		9-3.5	Field Orders – Type II	 	\$8,000.00	
5	1	EA	237110	303-1.11	Concrete Energy Dissipator (SDD-105)	\$ 21,685.00	\$21,685.00	
6	1	LS	238990	306-5.3	Demolition and Disposal of Existing Headwall	 	\$2,840.00	
7	1	LS	237110	306-9.7	CCTV Inspection "Pre" and "Post" CIPP Installation	 	\$2,665.00	
8	70	LF	237110	500-1.1.9	CIPP-liner Exist 18" CMP SD	\$ 280.43	\$19,630.00 19630.10	
9	1	LS	238390	700-2.15	Clearing and Grubbing	 	\$8,795.00	
10	1	LS	561730	700-2.15	Revegetation and Erosion Control	 	\$8,850.00	
11	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program	 	\$4,420.00	
12	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$1,030.00	
13	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$840.00	
ESTIMATED TOTAL BASE BID							\$88,805.00	88805.10

TOTAL BID PRICE FOR BID (Items 1 through 13 inclusive) amount written in words:

Eighty-eight thousand eight hundred and five dollars and no cents

BIDDING DOCUMENTS

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: N/A

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

Juan Diez de Bonilla, PE

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.

Bidder: Del Mar Environmental & Construction Services, Inc.; (ELBE Certification No. 13DM0972)

Title: President

Business Address: 629 Del Mar Ave.,

Place of Business: Chula Vista, CA

Place of Residence: 629 Del Mar Ave., Chula Vista, CA 91910

Signature: *Juan Diez de Bonilla*

BIDDING DOCUMENTS

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- 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 bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **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. Bids 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.

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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 Bidder 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 Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor 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 Bidder'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 Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders 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	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Downstream Services, Inc. (DSI)</u> Address: <u>2855 Progress Place</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>(760) 746-2544</u>	Constructor	CCTV Inspection "Pre" and "Post" CIPP Installation	\$2,665.00	N/A	N/A	N/A
Name: <u>Downstream Services, Inc. (DSI)</u> Address: <u>2855 Progress Place</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>(760) 746-2544</u>	Constructor	CIPP-liner Exist 18" CMP SD, 70 LF	\$19,630.00	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

*
23.11

① As appropriate, Bidder 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, Bidder 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 Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on 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 Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to 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 Percentage, 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: <u>Superior Ready Mix</u> Address: <u>7500 Mission Gorge Rd.</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92120</u> Phone: <u>(619) 286-7371</u>	Material	\$2,307.00	Yes	No	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

ⓐ As appropriate, Bidder 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 | | |

ⓑ As appropriate, Bidder 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 Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

WORK TO BE DONE
THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

UNDERGROUND UTILITIES

AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUEST A MARK-OUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER: UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-422-4133

CONTRACTOR'S RESPONSIBILITIES

1. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. THE CONTRACTOR SHALL LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
2. THE CONTRACTOR SHALL EXCAVATE AROUND WATER METER BOX CITY PROPERTY SIDED TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
3. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
4. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
5. UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE INFORMATION ONLY, AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-1 PER THE GREENBOOK.
6. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.

CONTRACTOR'S NOTE

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY THAT IS REQUIRED TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE CONSTRUCTION OF THE STORM DRAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND HOLD CITY OF SAN DIEGO HARNESS FROM ANY AND ALL LIABILITY ARISING FROM A CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF CITY OF SAN DIEGO PROFESSIONALS.

SPECIAL NOTES

1. THE CONTRACTOR SHALL ENFORCE ALL SAFETY MEASURES. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
2. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
3. LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND RE-LOCATED AT THE POINT OF MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED SURVEYOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF A REGISTERED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.
5. BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES.
6. THE LOCATION OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
7. IF THERE IS ANY QUESTION REGARDING THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUIRE AN INTERPRETATION BEFORE DOING ANY WORK. BY THE CONTRACTOR SHALL REQUIRE THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULT FROM HIS OPERATIONS BY APPROPRIATE MEANS (SAND BAG, HAY BALE, DIKES, SHORING, ETC.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY WHATEVER OWNER, AGENCY OR ASSOCIATION IS TO BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE.
8. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
9. CONTRACTOR SHALL NOTIFY THE PACIFIC TELEPHONE COMPANY PRIOR TO STARTING WORK NEAR CONDUIT CABLES AND SHALL CONTACT THEM AT NUMBER 532-4325, FOR LOCATION OF CABLES AND APPURTENANCES. CONTACT PACIFIC BELL AT 1-800-422-4133.
10. SEE WAPORATORIUM LANGUAGE IN SPECIFICATIONS SECTION 6-2L, NO WORK ALLOWED BETWEEN JANUARY 15TH TO SEPTEMBER 15TH.

STORM WATER PROTECTION

1. THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2000-000-3 AND A WATER POLLUTION CONTROL PLAN.
2. THIS PROJECT WILL IMPACT LESS THAN ONE ACRE OF DISTURBED GROUND, THEREFORE A WATER POLLUTION CONTROL PLAN IS REQUIRED.

CONSTRUCTION CHANGE / ADDENDUM

CHANGE DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.	WARNING
		0	IF THIS BAR DOES NOT MEASURE IT'S THEN DRAWING IS NOT TO SCALE.

34TH STREET STORM DRAIN



KEY MAP
NO SCALE

CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR SHALL PROTECT EXISTING PRIVATE PROPERTY AND PLANTINGS.
2. CONTRACTOR SHALL SECURE ACCESS TO PRIVATE BUSINESSES DURING CONSTRUCTION.

MONUMENTATION NOTE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LAND SURVEYOR SHALL BE RESPONSIBLE FOR MONUMENTATION AND SURVEY MONUMENTS SHALL BE REPLACED WITH APPROPRIATE MONUMENTS BY A LAND SURVEYOR. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYOR'S ACT. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONUMENTATION AND SURVEY MONUMENTS SHALL BE REPLACED WITH APPROPRIATE MONUMENTS BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONUMENTATION AND SURVEY MONUMENTS WHICH ARE DISTURBED OR DESTROYED BY THE CONSTRUCTION.

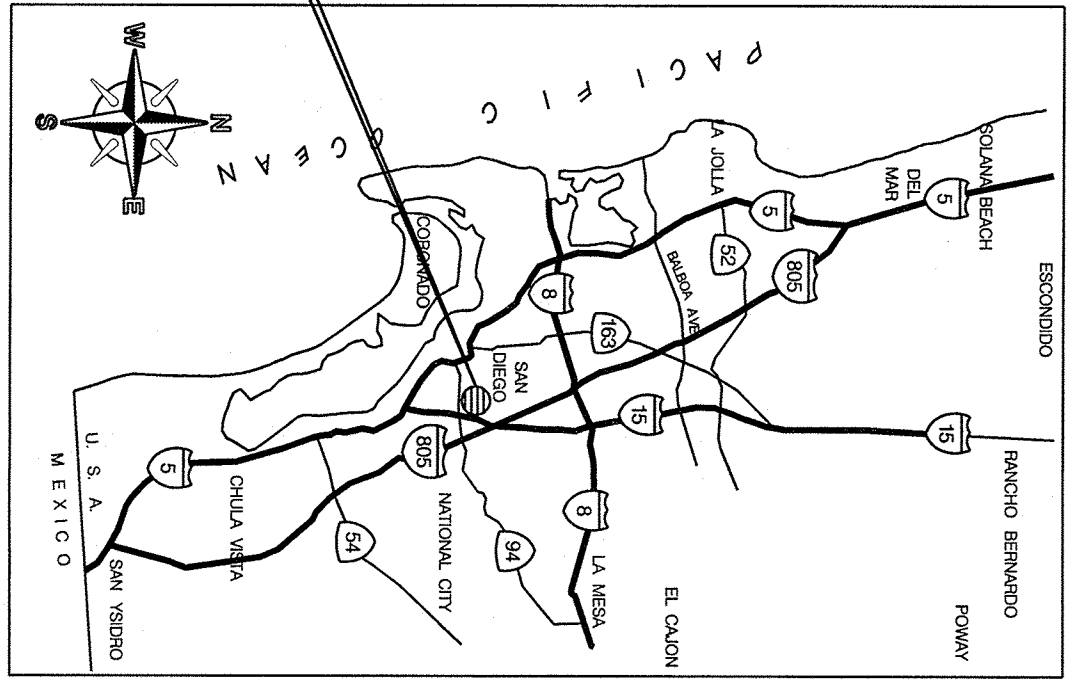
TRAFFIC CONTROL NOTE

THE CONTRACTOR SHALL, PER SECTION 7-102.21 OF THE CONTRACT SPECIAL PROVISIONS, PREPARE TRAFFIC CONTROL SIGN DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER, THE SHOP APPROVAL, THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE SHOP DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN TOP PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE APPROVED TOP PERMIT.

WATER POLLUTION CONTROL NOTE

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS NOTED IN THE WHITEBOOK 2010 CITY SUPPLEMENT SECTION 701 - WATER POLLUTION CONTROL.

VICINITY MAP
NOT TO SCALE

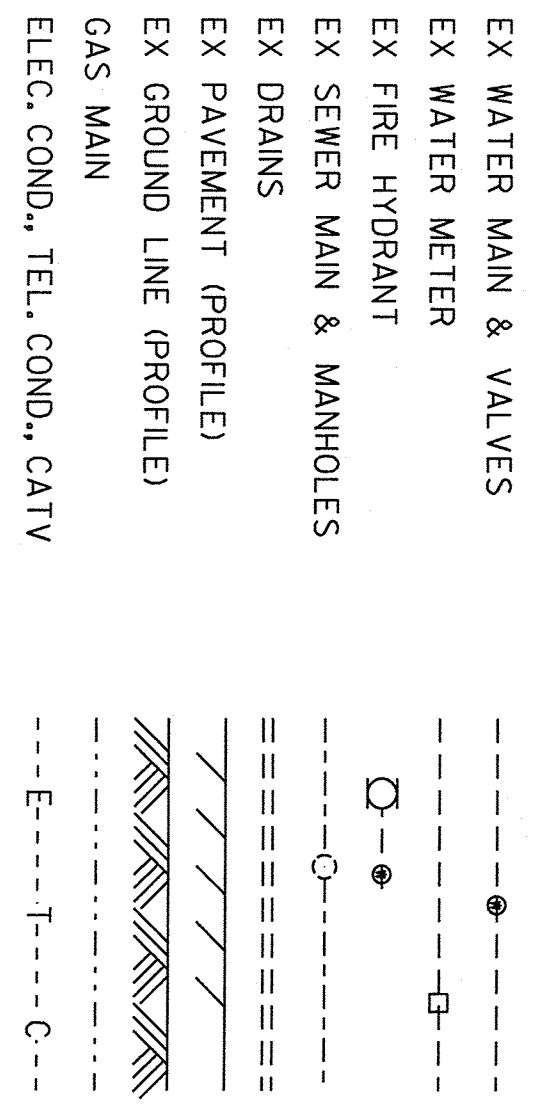


CONSTRUCTION SITE STORM WATER PRIORITY INSPECTION FREQUENCY: 4413/100 = LOW

LEGEND

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
ENERGY DISSIPATOR WITH RIP RAP	SDD-105, D-42	
FOOT ACCESS		
CONSTRUCTION AREA		

EXISTING STRUCTURES



ABBREVIATIONS

ABAND	ABANDON	ELEC	ELECTRIC	PVC	POLYVINYL CHLORIDE
ABANDD	ABANDONED	EX	EXISTING	PROP	PROPOSED
AC	ASBESTOS CEMENT PIPE	E/O	EXISTING FLOW LINE	RIP	RIP RAP
ADD	AHEAD	F	FLANGE	RT	RIGHT OF WAY
APPROX.	APPROXIMATE	FP5	FEET PER SECOND	R/W	RIGHT OF WAY
ASSY	ASSEMBLY	GA	GATE VALVE	SO	STORM DRAIN
BR	BACK	GB	GRADE BREAK	SI	SURVEY LINE
BTWN	BETWEEN	GV	GATE VALVE	SI	SURVEY LINE
CATV	CABLE TV	HDPE	HIGH-DENSITY POLYETHYLENE	SO	STORM DRAIN
CFS	CUBIC FEET PER SECOND	HP	HIGH PRESSURE	STA	STATION
CI	CAST IRON PIPE	IE	INNER ELEVATION	S/O	SOUTH OF
CIP	CAST IN PLACE PIPE	L	LENGTH	S/W	SOUTH WEST
CL, C	CENTER LINE	LAT	LATERAL	S/W	SOUTH WEST
CP	CORRUGATED PIPE	LT	LEFT	SMR	SEWER
CMP	CONCRETE METAL PIPE	LT	LEFT	TC	TOP OF CURB
COND	CONDUIT	MU	MECHANICAL JOINT	TEL	TELEPHONE
CONTR	CONTRACTOR	MTO	MULTIPLE TELEPHONE DUCT	UNK	UNKNOWN
CONTR	CONTRACTOR	N/E	NORTH EAST	VC	VITRIFIED CLAY PIPE
DB	DIRECT BURIED	N/O	NORTH OF	WM	WATER METER
EL. ELEV	ELEVATION	N/W	NORTH WEST	WR	WATER
		OH	OVER HEAD	W/O	WEST OF

FIELD DATA

REFERENCES:
SDG&W San Diego Municipal Water Utility
MWDG 15/4-B-18676-D
Pm 10383

REFERENCE DRAWINGS

1544-B
18676-D
6337-D

BASIS OF BEARINGS/COORDINATES:
This project was derived from a previous static GPS survey using Ref S. 14492 NAD 83 feet. CALVRS Base Station located at OBRC, and consisting with a GPS 348 (PT=20) and GPS 17 (PT=17) I.E. NO. 5325W and checking GPS 347 (PT= 20).

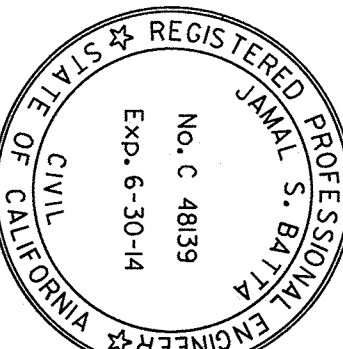
BENCH
NMP 34TH ST AND B ST
Elev. 8418 MSL, based on NGVD 29 FEET as shown in the City of San Diego Bench Book

PLANS FOR THE CONSTRUCTION OF 34TH STREET STORM DRAIN

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 1 OF 2 SHEETS

DATE STARTED: 7-1-2013
DATE COMPLETED: 7-1-2013

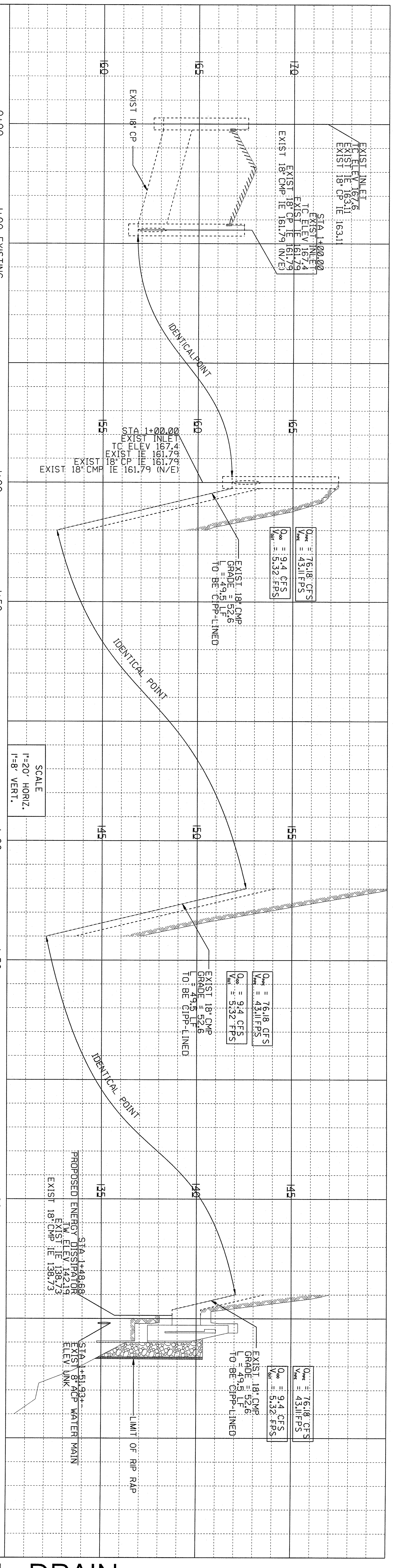
DESCRIPTION	RF	DATE	FILED	PROJECT NUMBER
ORIGINAL				6285831-1878749
APPROVED				CS&S COORDINATOR



CITY OF SAN DIEGO
PUBLIC WORKS PROJECT

G-1

34TH STREET STORM DRAIN



BLK 57
MAP 314

BLK 150
MAP 167

BLK 149
MAP 167

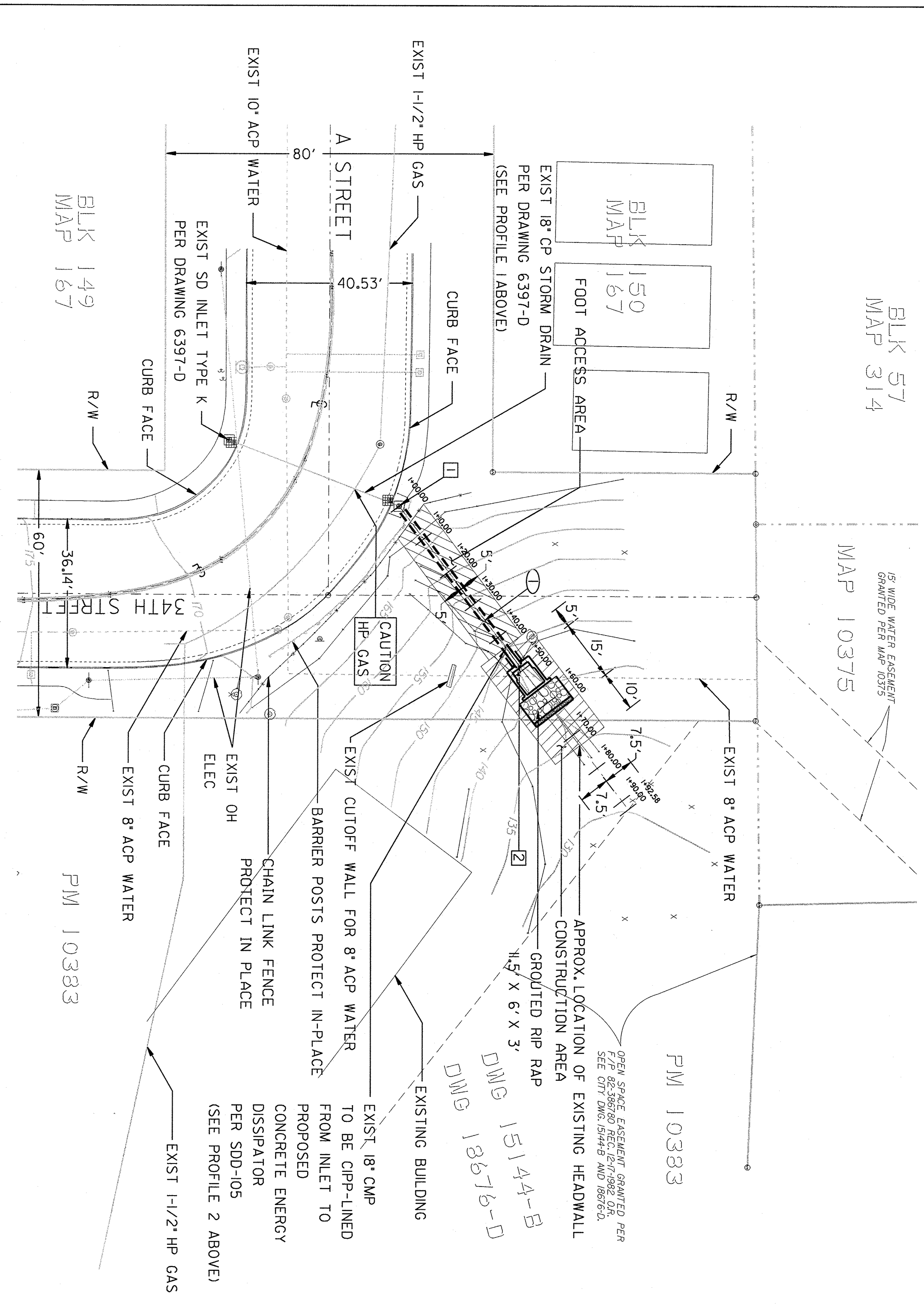
PM 10383

PM 10383

MAP 10375

PM 10383

DMG 15144-B
DMG 18676-D



- CONSTRUCTION NOTES:**
1. LOCATE, REMOVE, AND PROPERLY DISPOSE OF EXISTING STRAIGHT HEADWALL.
 2. CONTRACTOR TO INSTALL CONCRETE ENERGY DISSIPATOR PER SDD-105. GROUDED RIP RAP SHALL BE ONE TON CLASS, AGGREGATE SUBBASE BOTTOM AND SIDES FOR RIP RAP SHALL BE LIGHT CLASS WITH MINIMUM THICKNESS OF 9". AGGREGATE CUT OFF WALL REQUIRED AT THE END OF APRON. DISSIPATOR SHALL INCLUDE INLET BOX PER SDD-105.
 3. CONTRACTOR SHALL NOT DISTURB ANY AREA OUTSIDE OF THE CONSTRUCTION AREA AND FOOT ACCESS AREA.
 4. NO TREES/SHRUBS ARE TO BE REMOVED UNLESS DEEMED NECESSARY FOR CONSTRUCTION AREA ACTIVITIES AND FOOT ACCESS.
 5. CONSTRUCTION AREA IS FOR HAND TOOLS AND SMALL MACHINERY ONLY. ALTERNATE ACCESS WILL NOT BE ALLOWED.
 6. CONTRACTOR SHALL CLEAR AND GRUB NON-NATIVE INVASIVE VEGETATION AND ROOT SYSTEM WITHIN PROPOSED CONSTRUCTION AREA. SEE REVEGETATION PLAN LOCATED IN APPENDIX 'H' FOR MORE DETAILS.
 7. CONTRACTOR SHALL POTHOLE/LOCATE EXISTING 8" ACP WATER MAIN.
 8. THIS PROJECT REQUIRES THE IMPLEMENTATION OF THE REVEGETATION PLAN AND OTHER ENVIRONMENTAL REQUIREMENTS AFTER STORM DRAIN CONSTRUCTION ACTIVITIES ARE COMPLETE. REFER TO THE APPENDIX IN THE CONTRACT SPECIFICATIONS.

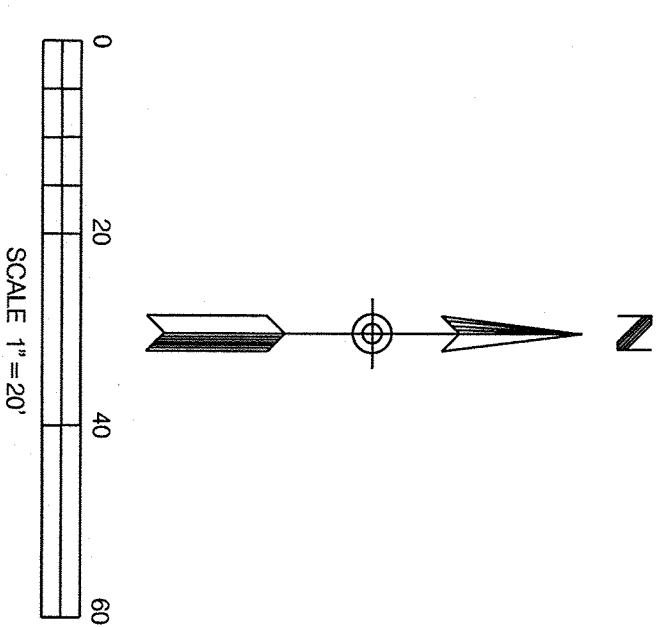
BEARING TABLE

NO.	A/B BEARING	RADIUS	LENGTH	REMARKS
1	NS2	36.20'E	---	EXIST 18" CMP TO BE CIPP-LINED

DATA TABLE

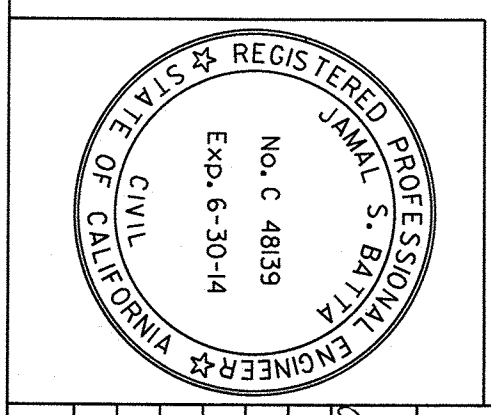
NO.	NORTHING	EASTING	INLET LENGTH (L)	REMARKS
1	1842839.94	6293739.90	---	BEGIN CIPP-LINING
2	1842869.50	6293778.57	---	PROPOSED ENERGY DISSIPATOR

SCALE
1"=20' HORIZ.
1"=8' VERT.



C-1

34TH STREET STORM DRAIN



CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 2 OF 2 SHEETS

DATE: 7-11-2013

PROJECT MANAGER: JEFF SORIANO
PROJECT ENGINEER: RONALD FOX
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DATE: 2012-1731

CONTRACTOR: DATE STARTED: DATE COMPLETED: 367/48-02-D