

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Damian Singleton - Contract Specialist, Email: DSingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
JBatta/AReyes/LaD

CONTRACT DOCUMENTS



FOR

AVOCADO PLACE BROW DITCH REPAIR PROJECT

VOLUME 1 OF 2

BID NO.: _____ L-14-5685-DBB-2
SAP NO. (WBS/IO/CC): _____ B-10067
CLIENT DEPARTMENT: _____ 2114
COUNCIL DISTRICT: _____ 1
PROJECT TYPE: _____ CA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

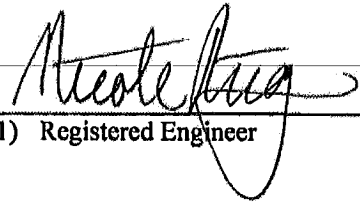
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE FEDERAL

BID DUE DATE:

**1:30 PM
APRIL 22, 2014
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

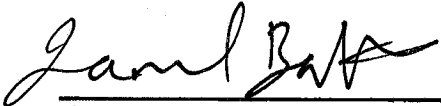
The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:


1) Registered Engineer

3/6/14
Date

Seal:




2) For City Engineer

3/11/2014
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 **Avocado Place Brow Ditch Repair Project**.
3. **SUMMARY 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 in ATTACHMENT A.
4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
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, 14th Floor, San Diego, CA 92101 at **10:00 A.M., on April, 2, 2014.**
 - 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 the City’s web-based contract compliance website, Prism®, located here:

<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. 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.

- 9. PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.

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

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

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

- 9.1.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the

Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

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

10. INSURANCE REQUIREMENTS:

- 10.1.** 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.
- 10.2.** 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.

11. PREQUALIFICATION OF CONTRACTORS:

- 11.1.** 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>

- 11.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 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.

- 12. 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		

- 13. 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.
- 14. 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.
- 15. 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.
- 16. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.
- 17. AWARD PROCESS:**
- 17.1.** The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.

- 17.2. 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.
- 17.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
18. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self perform not less than the specified amount. Failure to comply with these requirements shall render the Bid **non-responsive** and ineligible for award.
19. **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.
20. **SUBMISSION OF QUESTIONS:**
- 20.1. 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 solicitation shall be submitted to:
- Public Works Contracting Group
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 20.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 20.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 20.4. 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.
21. **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.

22. 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.

23. 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.

23.1. 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.

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

23.3. 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.

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

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

24.1. 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.

24.2. 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.

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

25. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

25.2. 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.

25.3. 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.

25.4. 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.

25.5. 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-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”

25.6. 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.

25.7. 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.

25.8. 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.

26. BID RESULTS:

26.1. 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.

26.2. 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.

27. THE CONTRACT:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

28. 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.

29. CITY STANDARD PROVISIONS. This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 29.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 29.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 29.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 29.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 29.5.** 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.
- 29.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 29.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.

30. PRE-AWARD ACTIVITIES:

- 30.1.** 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**.
- 30.2.** 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.

31. REQUIRED DOCUMENT SCHEDULE:

- 31.1.** 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.
- 31.2.** 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
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 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
9.	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
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and NEW CENTURY CONSTRUCTION, INC., herein called "Contractor" for construction of Avocado Place Brow Ditch Repair Project, Bid No. L-14-5685-DBB-2; in the amount of TWO HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND 00/100 (\$233,834.00), 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) That certain documents entitled Avocado Place Brow Ditch Repair Project, on file in the office of the Public Works Department as Document No. B-10067, 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 Avocado Place Brow Ditch Repair Project, Bid Number L-14-5685-DBB-2, 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 §22.3102(d) authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By Stephen Samara

By Pedro DeLara, Jr.

Print Name: Stephen Samara
Senior Contract Specialist

Print Name: Pedro DeLara, Jr.
Deputy City Attorney

Date: 8/29/2014

Date: 9/3/14

CONTRACTOR

By Lee P. Shelberg

Print Name: LEE P. SHELBURG, II

Title: PRESIDENT

Date: 5-14-14

City of San Diego License No.: 614517

State Contractor's License No.: 81999008488

**CONTRACT FORMS
ATTACHMENTS**

This Bond was Executed in
Three (3) Identical Counterparts

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond No. 5181246
Premium: \$4,508.00

CONTRACT ATTACHMENT
PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIAL MEN'S BOND:

NEW CENTURY CONSTRUCTION, INC., a corporation, as principal, and SureTec Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of TWO HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND 00/100 (\$233,834.00) for the faithful performance of the annexed contract, and in the sum of TWO HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND 00/100 (\$233,834.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Avocado Place Brow Ditch Repair Project, Bid Number L-14-5685-DBB-2, 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 May 13th, 2014

Approved as to Form and Logality

New Century Construction, Inc.
Principal

By Lee P. Shelberg

LEE P. SHELBURG, II - PRES.
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By Pedro Le Ma, Jr.
Deputy City Attorney

SureTec Insurance Company
Surety

By [Signature]
Attorney-in-fact Dwight Reilly

Approved:

By [Signature]
Senior Contract Specialist

3033 5th Avenue, Suite 300
Local Address of Surety

San Diego, CA 92103
Local Address (City, State) of Surety

(800) 288-0351
Local Telephone No. of Surety

Premium \$ 4,508.00

Bond No. 5181246

ACKNOWLEDGMENT

State of California
County of Orange

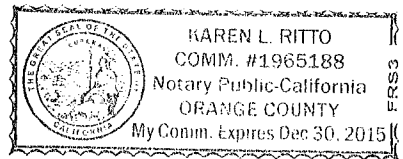
On May 13, 2014 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x) on the instrument the
person(x), or the entity upon behalf of which the person(x) 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  (Seal)
Karen L. Ritto



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Arturo Ayala, Daniel Huckabay, Dwight Reilly

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

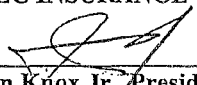
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

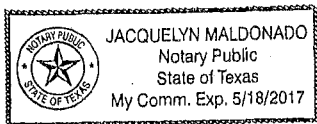
SURETEC INSURANCE COMPANY


By: 
John Knox Jr., President



State of Texas ss:
County of Harris

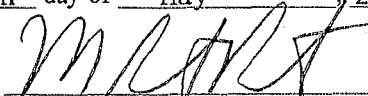
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13th day of May, 2014, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Avocado Place Brow Ditch Repair Project

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;

NEW CENTURY CONSTRUCTION, 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 

Printed Name LEE P. SHEU, II

Title PRESIDENT

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Avocado Place Brow Ditch Repair Project

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;

NEW CENTURY CONSTRUCTION, 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 Lee P. Shellberg

Printed Name LEE P. SHELLBERG, II

Title PRESIDENT

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Avocado Place Brow Ditch Repair Project

I declare under penalty of perjury that I am authorized to make this certification on behalf of NEW CENTURY CONSTRUCTION, 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 14 Day of MAY, 2014.

Signed Lee P. Sheuberg II

Printed Name LEE P. SHEUBERG II

Title PRESIDENT

AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ DAY OF _____, 2_____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Avocado Place Brow Ditch Repair Project

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-14-5685-DBB-2**; SAP No. (WBS/IO/CC) **B-10067**; 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

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE 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:

Scope of work includes the removal of 192 LF of existing concrete brow ditch and replace with 178 LF of 24 inch HDPE storm drain down a canyon in addition to re-grading the existing slope, 14 LF of 24 inch RCP, type A cleanouts, type B inlet, cutoff walls, and wing type headwall. Design also plans to incorporate the extension of the existing metal beam guardrail located on Avocado Place.

- 1.1. The Work shall be performed in accordance with:

- 1.1.1. This Notice Inviting Bids and Plans numbered **36545-1-D** through **36545-6-D**, inclusive.

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$270,000.00**.
3. **LOCATION OF WORK:** The location of the Work is as follows:
See the location map in the appendix E.
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **75 Working Days**.
5. **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.

- 5.1. The City has determined the following licensing classification(s) for this contract:

- CLASS A

ATTACHMENT B
INTENTIONALLY LEFT BLANK

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.

3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.

13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

ATTACHMENT D
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ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

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

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

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

The Product Submittal Form is available for download at:

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

2-7 SUBSURFACE DATA. ADD the following:

1. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 1. Desktop Geotechnical Evaluation Avocado Place Brow Ditch Repair Dated December 22, 2011.
 2. The report(s) listed above is(are) available for review by contacting the City Project Manager or visiting:

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

SECTION 4 - CONTROL OF MATERIALS

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

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

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** and on the City's Product Submittal Form available at.

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

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.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplements, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

1. Site Development Permit
2. Coastal Development Permit

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplements, 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 207 – PIPE

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

SECTION 300 – EARTHWORK

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

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

SECTION 302 – ROADWAY SURFACING

302-3 Preparatory Repair Work. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 Preparatory Repair Work.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, “Class 2 Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Aggregate Base.”
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 “Tack Coat.”
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, “ASPHALT CONCRETE PAVEMENT.” Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, “ASPHALT CONCRETE.”
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 “Density and Smoothness.” After

placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.

10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, "Class 2 Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.

8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-2.2.3 Measurement and Payment. ADD the following:

Payment for the installation of the metal beam guardrail shall be as a lump sum and include removal and replacement, extension, and installation of the terminal sections.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

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

ADD:

306-1.1.7 Installation in Embankment for Plastic Pipe.

If any portion of the pipe project above the existing ground level, an embankment shall be constructed as shown on the plans or as directed by the Engineer for a distance outside each side of the pipe location of not less than five times the diameter and to a minimum elevation of 2 feet above the top of the pipe. The trench shall then be excavated to a minimum width as specified in the Standard Plans if Type I backfill is used. When Type II or III is used, the minimum trench width shall be 54 inches for a 24-inch HDPE pipe.

306-1.2.1.3 Bedding for Plastic Pipes and Fittings. ADD the following:

The pipe shall be bedded in a foundation of compacted, cohesion less material, such as sand, crushed stone, or pea gravel, with a maximum size not exceeding 3/8 inch. This material shall extend a minimum of 6 inches below the outermost corrugations or ribs and shall be carefully and accurately shaped to fit the lowest part of the pipe exterior for at least 10 percent of the overall height. When requested by the Engineer, the Contractor shall furnish a template for each size and shape of pipe to be placed for use in checking shaping of the bedding. The template shall consist of a thick plate or board cut to match the lower half of the cross section of the pipe. The bedding zone shall extend to a minimum of 12 inches above the pipe or bell, whichever is higher. The bedding zone limits shall extend on each side of the pipe or bell shall be in accordance with Table 306-1.2.1.3(A).

306-1.3.1 General. ADD the following:

If Type III Backfill is used, the backfill shall consist of hard, durable clean granular material that is free of organic matter, clay lumps, and other deleterious matter. Such backfill shall meet the gradation requirements in the table below. The backfill material shall be placed along both sides of the completed structures to a depth of 12 inches above the pipe. The backfill shall be placed in uniform layers, not exceeding 6 inches in depth (loose measurement), wetted if required, and thoroughly compacted between adjacent structures and between structures and the sides of the trench. Until a minimum cover of 12 inches is obtained, only hand operated tamping equipment will be allowed within vertical planes 2 feet beyond the horizontal projection of the outside surfaces the structure.

Sieve Number	Percent Retained (Cumulative)
1 inch	0-5
7/8 inch	0-35
½ inch	0-75
3/8 inch	0-95
No. 4	35-100
No. 10	50-100
No. 200	90-100

Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earthmoving equipment will be permitted over the structure until a minimum of 2 feet of compacted fill has been placed over the top of the structure.

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 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

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

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

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 **Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Site Development Permit for Avocado Place Brow Ditch Repair Project, No. 260641, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption in addition to the Site Development Permit and Coastal Development Permit 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
Site Development Permit

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON JAN 31, 2014
DOCUMENT NUMBER 2014-0043419
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:56 AM

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION 501

WHEN RECORDED MAIL TO:

**PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WBS No. B-10067.02.02

SITE DEVELOPMENT PERMIT NO. 919772
AVOCADO PLACE BROW DITCH REPAIR PROJECT NO. 260641
Hearing Officer

This Site Development Permit No. 919772 is granted by the Hearing Officer of the City of San Diego to the City of San Diego, Owner, and Engineering and Capital Projects Department, Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0502. The project site is located within the City easement east of Avocado Place and west of Caminito Cantaras and zoned RS-1-13 within the Via de la Valle Community Planning Area. The site is legally described as Section 1 of Township 14 South, Range 4 West, on the U.S. Geological Survey Del Mar quadrangle map.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner and Permittee to replace approximately 180 feet of concrete brow ditch (with corrugated high density polyethylene (HDPE) pipe), improve the connections between the existing storm drains, repair the slope under the collapsed brow ditch (with compacted fill), and replace the existing riprap structure at the top of the slope with a concrete brow ditch connecting the existing 24-inch storm drain under Avocado Place to the HDPE pipe. The proposed work is described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated December 18, 2013, on file in the Development Services Department.

The project shall include:

- a. Replace approximately 180 feet of concrete brow ditch with corrugated high density polyethylene (HDPE) pipe;
- b. Improve the connections between the existing storm drains;
- c. Repair the eroded slope under the collapsed brow ditch with compacted fill; and

- d. Replace the existing riprap structure at the top of the slope with a concrete brow ditch connecting the existing 24-inch storm drain under Avocado Place to the HDPE pipe.

STANDARD REQUIREMENTS:

1. This permit must be utilized by December 18, 2016 or within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.
2. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
3. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
4. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
5. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
6. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.
7. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

LANDSCAPE REQUIREMENTS:

8. Prior to approval of 100% completion of construction documents, the Permittee Department shall ensure said documents to be in accordance with the Land Development Code – Landscape Regulations and Standards to include the revegetation and hydroseeding of all disturbed land within the limits-of-work. Construction documents shall be in substantial conformance to this permit (including Environmental conditions) and Exhibit ‘A’, on file in the Office of the Development Services Department.

9. The Permittee Department shall be responsible for the 25 month establishment and maintenance of all landscape improvements shown on the approved Final Revegetation Plan, consistent with success criteria established on Exhibit ‘A’, Conceptual Revegetation Plan.

PLANNING REQUIREMENTS:

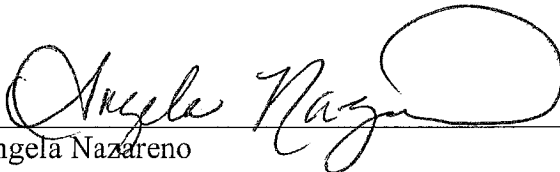
10. A State Coastal Development Permit or Exemption will be required from the California Coastal Commission prior to commencement of any work.

INFORMATION ONLY:

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Hearing Officer of the City of San Diego on December 18, 2013 and Resolution No. HO-6686.

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES
DEPARTMENT



Angela Nazareno
Development Project Manager

**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

City of San Diego, Engineering and Capital Projects Department
Owner/Permittee

By 

William Meredith
ASSISTANT ENGINEER

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

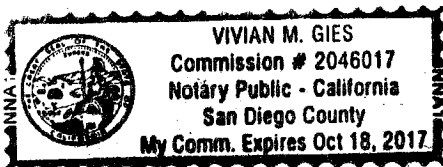
State of California }
 County of San Diego }
 On January 22, 2014 before me, Vivian M. Gies, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Angela Nazareno, William Meredith
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Vivian M. Gies
 Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 260641/Avocado PL Brow Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer's Name: _____

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

Signer Is Representing: _____

Signer Is Representing: _____

HEARING OFFICER RESOLUTION NO. HO-6686
SITE DEVELOPMENT PERMIT NO. 919772
AVOCADO PLACE BROW DITCH REPAIR PROJECT NO. 260641

WHEREAS, City of San Diego, Engineering and Capital Projects, Owner/Permittee, filed an application with the City of San Diego for a permit to the repair and replacement of 180 linear square feet of concrete brow ditch including the associated storm drain, and extend an existing guard rail between Avocado Place and Caminito Cantaras within the Via de La Valle Community Plan area (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit No. 919772), and;

WHEREAS, the project site is located within a city easement between Avocado Place and Caminito Cantaras (Reference address 15783 Caminito Cantaras), APN 298-602-4500, in the RS-1-13 zone, within the Via De La Valle Specific Plan area and the Coastal Overlay Zone (Deferred Certification Area);

WHEREAS, on December 18, the Hearing Officer of the City of San Diego considered Site Development Permit No. 919772 pursuant to the Land Development Code of the City of San Diego;

WHEREAS, on February 4, 2013, the City of San Diego, as Lead Agency, through the Development Services Department, made and issued an Environmental Determination that the project is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et. seq.) under CEQA Guideline Section 15302(c) [Replacement or Reconstruction] and there was no appeal of the Environmental Determination filed within the time period provided by San Diego Municipal Code Section 112.0520;

BE IT RESOLVED by the Hearing Officer of the City of San Diego as follows:

That the Hearing Officer adopts the following written Findings, dated December 18, 2013.

Site Development Permit-Section 126.0504

A. Findings for all Site Development Permits

1. **The proposed development will not adversely affect the applicable land use plan.** The project will replace 180 linear feet of an existing concrete brow ditch that has partially collapsed; repair the erosion on the slope underneath the brow ditch including the associated storm drain; and extend an existing guard rail adjacent to Avocado Place. The worksite is located within a city easement between Avocado Place and Caminito Cantaras. Storm water systems are essential public services that are allowed in the land use designation for the site. This project is consistent with the Via de la Valle Community Plan's goal to provide adequate drainage facilities which will protect the onsite open space areas and the San Dieguito River Valley from erosion and siltation. Left unaddressed, the currently eroding slope could insert silt into the storm drain system, which eventually drains into the San Dieguito River Valley. This project prevents future eroded hillside from entering the storm drain system, and therefore will not adversely affect the applicable land use plan.

2. **The proposed development will not be detrimental to the public health, safety, and welfare.** The project will replace 180 linear feet of an existing concrete brow ditch that has partially collapsed; repair the erosion on the slope underneath the brow ditch including the associated storm drain; and extend an existing guard rail adjacent to Avocado Place. The worksite is located within a city easement between Avocado Place and Caminito Cantaras. The existing brow ditch collects runoff from Avocado Place and discharges at the existing catch basin on Caminito Cantaras. An existing 24 inch storm drain adjacent to the brow ditch on Avocado Place does not contain any form of dissipation for flows discharging into the canyon. Therefore the flows contributed to the undermining and failure of the brow ditch as well as erosion of the slope. The new storm drain system will have a point of connection with the existing pipe to eliminate the erosion. The scope of the project also incorporates re-grading of the slope which will provide slope stability and meet the minimum requirement per section 7.4 of the Via De La Valle Specific Plan. The diversion of rainwater runoff from paved street surfaces en route to a natural body of water, which this storm water infrastructure does, is not detrimental to public health, safety, and welfare. The project would address the issues of slope failure and broken infrastructure before they could lead to further damage to the slope, and possible damage to residences above and below the slope. Therefore, this project will not be detrimental to the public health, safety, and welfare.

3. **The proposed development will comply with the applicable regulations of the Land Development Code, including any allowable deviations pursuant to the Land Development Code.** The worksite is located within a city easement between Avocado Place and Caminito Cantaras where a new storm drain system will be installed within the manufactured slope off 15783 Caminito Cantaras. The project complies with the applicable regulations of the Land Development Code (LDC). No mitigation is required and no deviations to the LDC are requested. While this project's temporary disturbance is below a threshold of significance to trigger mitigation under CEQA, it does require a Site Development Permit (SDP) and revegetation according to the LDC. The Avocado Place Brow Ditch Repair project requires an SDP for impacts to a steep hillside and sensitive biological resources specifically to (0.07) acres of tier II habitat (Diegan Coastal Sage Scrub). Since all impacted vegetation will be revegetated per the approved revegetation/erosion control plan prepared in accordance with the City's Land Development Manual and Landscape Standards, the project will comply with the regulations of the LDC, including any allowable deviations pursuant to the LDC.

B. Supplemental Findings – Environmentally Sensitive Lands

1. **The site is physically suitable for the design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands.** The project will replace 180 linear feet of an existing concrete brow ditch that has partially collapsed; repair the erosion on the slope underneath the brow ditch including the associated storm drain; and extend an existing guard rail adjacent to Avocado Place. The worksite is located within a city easement between Avocado Place and Caminito Cantaras. The existing concrete

brow ditch collects urban runoff from a 2.6 acre tributary area. Approximately 100 feet of the brow ditch has failed causing a portion of the canyon to erode and the potential for slope failure. Based on the geotechnical evaluation, all soils within the slope are deemed suitable for the proposed storm drain. Imported soils will also be implemented to stabilize the storm drain and the slope. Due to topography and the original alignment of the brow ditch, the project's construction will impact (0.07) acres of tier II habitat (Diegan Coastal Sage Scrub). These temporary impacts to steep hillside and sensitive biological resources will be fully addressed by the implementation of the approved revegetation/erosion control plan prepared in accordance with the city's Land Development Manual and Landscape Standards. Consequently, there will be minimal impacts and disturbance to environmentally sensitive lands.

2. **The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards.** The proposed project involves the replacement of approximately 180 feet of concrete brow ditch, 100 feet of which that has partially collapsed, the repair of slope erosion underneath the brow ditch, and the improvement of connections between the existing storm water drains and the repaired brow ditch. The concrete brow ditch running down the steep slope east of Avocado Place will be replaced by a corrugated high density polyethylene (DPE) pipe; severe erosion of the slope under the collapsed portion of the brow ditch will be repaired with compacted fill; the existing riprap structure at the top of the slope will be replaced with a concrete brow ditch connecting the existing 24-inch storm water drain under Avocado Place to the HDPE pipe. At the bottom of the project area, the HDPE pipe will be connected to the existing concrete brow ditch. Access to the site will be directly from Avocado Place at the top of the slope, rather than from the bottom of the slope, to minimize impact to the steep slope and sensitive vegetation. Staging will occur on the road; no staging will occur on the slope. Replacing the brow ditch, repairing the eroded slope, and improving the connections between the brow ditch and existing storm water drains will stop existing erosion and prevent future erosion and flood hazards. The scope of work involves re-grading and restoring the slope to provide stabilization. The revegetation and erosion control plans will further stabilize the slope. The depth of the proposed storm drain will be at a maximum depth of 8 feet with a pipe bedding and imported fill that will minimize the alteration of natural land forms. The storm drain, guardrail extension, and re-grading of failed portion of the slope are not potential fire hazards. Therefore the overall development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards.
3. **The proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands.** The proposed project involves the replacement of approximately 180 feet of concrete brow ditch, 100 feet of which that has partially collapsed, the repair of slope erosion underneath the brow ditch, and the improvement of connections between the existing storm water drains and the repaired brow ditch. The concrete brow ditch running down the steep slope east of Avocado Place will be replaced by a corrugated high density polyethylene (DPE) pipe; severe erosion of the slope under the collapsed portion of the brow ditch will be repaired with compacted fill; the existing riprap structure at the top of the slope will

be replaced with a concrete borrow ditch connecting the existing 24-inch storm water drain under Avocado Place to the HDPE pipe. At the bottom of the project area, the HDPE pipe will be connected to the existing concrete brow ditch. Access to the site will be directly from Avocado Place at the top of the slope, rather than from the bottom of the slope, to minimize impact to the steep slope and sensitive vegetation. Staging will occur on the road; no staging will occur on the slope. Accessing the site from the top of the slope, and staging construction equipment on Avocado Place, will minimize the project's temporary impact to environmentally sensitive lands. The project will temporarily impact (0.07) acres of Diegan Coastal Sage Scrub which is categorized as Tier II habitat and is designated as ESL. Since the impacts are below 0.1 acres, it is categorized as less than significant. The project will repair the brow ditch without expanding the infrastructure and revegetate any temporary disturbance to sensitive vegetation, per the approved revegetation/erosion control plan prepared in accordance with the city's Land Development Manual and Landscape Standards. Therefore, the proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands.

4. **The proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan.** The project is not located within or adjacent to the Multi-Habitat Planning Area (MHPA) of the City's Multiple Species Conservation Program (MSCP). The proposed project will be consistent with the MSCP by implementing Best Management Practices (BMP's) during construction to maintain erosion control. Therefore, the proposed development will be consistent with the city of San Diego's MSCP Subarea Plan.

5. **The proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply.** The proposed project is located approximately six miles from the nearest beach and sand shoreline. It involves the replacement of approximately 180 feet of concrete brow ditch, 100 feet that has partially collapsed; the repair of slope erosion underneath the brow ditch; and the improvement of connections between the existing storm water drains and the repaired brow ditch. The concrete brow ditch running down the steep slope east of Avocado Place will be replaced by a corrugated high density polyethylene (DPE) pipe; severe erosion of the slope under the collapsed portion of the brow ditch will be repaired with compacted fill; the existing riprap structure at the top of the slope will be replaced with a concrete borrow ditch connecting the existing 24-inch storm water drain under Avocado Place to the HDPE pipe. At the bottom of the project area, the HDPE pipe will be connected to the existing concrete brow ditch. Access to the site will be directly from Avocado Place at the top of the slope. Staging will occur on the road; no staging will occur on the slope. The project will temporarily impact 0.07 acres of Diegan coastal sage scrub, and 0.05 acres of Disturbed habitat. These fall below the threshold to be considered an impact under CEQA. The project includes a Revegetation and Erosion Control Plan to address any potential erosional impacts, which prevents further erosion occurring on the slope. Therefore, the project does not contribute to the erosion of public beaches or adversely impact local shoreline sand supply.

6. **The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development.** The proposed project involves the replacement of approximately 180 feet of concrete brow ditch, 100 feet of which that has partially collapsed, the repair of slope erosion underneath the brow ditch, and the improvement of connections between the existing storm water drains and the repaired brow ditch. The concrete brow ditch running down the steep slope east of Avocado Place will be replaced by a corrugated high density polyethylene (DPE) pipe; severe erosion of the slope under the collapsed portion of the brow ditch will be repaired with compacted fill; the existing riprap structure at the top of the slope will be replaced with a concrete borrow ditch connecting the existing 24-inch storm water drain under Avocado Place to the HDPE pipe. At the bottom of the project area, the HDPE pipe will be connected to the existing concrete brow ditch. Access to the site will be directly from Avocado Place at the top of the slope. Staging will occur on the road; no staging will occur on the slope. The project will temporarily impact 0.07 acres of Diegan coastal sage scrub, and 0.05 acres of Disturbed habitat. These fall below the threshold to be considered an impact under CEQA and while no mitigation is required by this project under CEQA; the project will revegetate the 0.12 acres of disturbance, per the approved Revegetation and Erosion Control Plan prepared in accordance with the city's Land Development Manual and Landscape Standards. The approved plan is calculated to alleviate negative impacts created by this proposed development.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Hearing Officer, Site Development Permit No. 919772 is hereby GRANTED by the Hearing Officer to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 919772, a copy of which is attached hereto and made a part hereof.



Angela Nazareno
Development Project Manager
Development Services

Adopted on: December 18, 2013

Internal SAP/WBS No. B-10067.02.02

APPENDIX B

Fire Hydrant Meter Program

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**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>	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use: <input type="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:	
<small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small>			

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

Materials Typically Accepted by Certificate of Compliance

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

Sample City Invoice

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

APPENDIX E

Location Map

APPENDIX F

Long-Term Re-Vegetation Maintenance Agreement

LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF 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 execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of Avocado Place Brow Ditch Repair Project, WBS/IO number B-10067, Bid No. L-14-5685-DBB-1.
- B. In accordance with the Construction Contract, 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 elopement(s) of Avocado Place Brow Ditch Repair Project (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

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 LTRMC by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.
- C. **Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in SECTION 700-2.11 of the Construction Contract, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract 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.

E. Partial Release of Payment Bond and Performance Bond

- 1. Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work involved in the original agreement as described in this agreement (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation Area after Phase 1 Work has been completed (“Phase 2 Work”).
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards (“Certificate of Completion”).
 - ii. Upon issuance by the City Engineer of the Certificate of Completion for Phase 1 Work, the Payment guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project, with the remaining value of each bond type to be set and maintained through the date of completion of Phase 2 Work at a value not less than _____ Percent (____%) of the Project's highest bond value for each bond type, but under no circumstances to be reduced to less than the actual cost of completion of all Phase 2 Work for this Project, whichever is higher (“Partial Bond Release”).
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default.

SECTION 1: MAINTENANCE CONTRACT SUMMARY

- 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 LTRMC (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.** This LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with SECTION 700-2.11 of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as Exhibit B.

- 1.4 Performance of Work.** The Work shall be performed in accordance with the manufacturer's recommendations for each piece of equipment used in performance by the Contractor of this LTRMC.

- 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/Row Division is the Contract Administrator for the LTRMC. 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 LTRMC and the Contractor's performance of the Work rendered hereunder. When this LTRMC refers to communications to or with City, those communications shall be with the City, unless the City or this LTRMC specifies otherwise. Further, when this LTRMC 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 LTRMC 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 to the Contractor 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 LTRMC.
- 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 LTRMC. 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 LTRMC. 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 horticultural landscape maintenance practices in accordance with instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor under this LTRMC, 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 Public Utilities Department of the City of San Diego, and where appropriate the State of California, the County Water Authority, or other legal entity shall be solely the responsibility of the Contractor, and may be deducted from the monthly payment to be made to the Contractor under this LTRMC.

- 3.3 Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTRMC.
- 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 LTRMC shall not exceed **\$CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM REVEGETATION MAINTENANCE CONTRACT – TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE 2012 WHITEBOOK, SECTION 700-2.1.5, 5.** (Contract Price).
- 4.2 Wage Rates.** Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.
- 4.3 Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value 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 Construction Contract 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 Construction Contract and this LTRMC.

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, 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.

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 LTRMC.

- 5.2 Insurance.** At all times during the term of this LTRMC, the Contractor shall maintain insurance coverage as specified in the Construction Contract, Section 7-3, “LIABILITY INSURANCE.”

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

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Construction Contract, Section 7-3, “LIABILITY INSURANCE” for:
 1. Commercial General Liability
 2. Commercial Automobile Liability
 3. Worker’s Compensation
- b) Confirm that all policies contain the specific provisions required in Section 7-3, “LIABILITY INSURANCE.”

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

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

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 LTRMC is subject to the following standard provisions:
1. WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
 2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act).
 3. WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).
 4. WHITEBOOK, Section 7-13.7, Notice of Labor Compliance Program Approval (As adopted pursuant to 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. WHITEBOOK, Section, 7-13.8, Apprentices on Public Works (As adopted pursuant to 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. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code).
 7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to 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 LTRMC.
- 6.4** **Assignment.** The Contractor shall not assign the obligations under this LTRMC, 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 LTRMC, 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 LTRMC 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 LTRMC 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 jurisdiction and venue for any suit or proceeding arising out of or concerning this LTRMC, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8 Successors in Interest.** This LTRMC and all rights and obligations created by this LTRMC shall be in force and effect whether or not any Parties to this LTRMC have been succeeded by another entity, and all rights and obligations created by this LTRMC shall be vested and binding on any Party’s successor in interest.
- 6.9 Integration.** This LTRMC and the exhibits, attachments, and references incorporated into this LTRMC fully express all understandings of the Parties concerning the matters covered in this LTRMC. No change, alteration, or modification of the terms or conditions of this LTRMC, 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 LTRMC agreed to by both Parties. All prior negotiations and agreements are merged into this LTRMC.
- 6.10 Counterparts.** This LTRMC 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 LTRMC, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTRMC, 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 LTRMC, 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 LTRMC shall not render any other provision of this LTRMC unenforceable, invalid, or illegal.

AT LEAST 1 PARAGRAPH OF THIS LTRMC MUST BE ON SAME PAGE SIGNATURES.

6.13 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.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with Resolution No. R-**INSERT NUMBER OF RESOLUTION AUTHORIZING ADVERTISING AND AWARD OF THE UNDERLYING CONSTRUCTION CONTRACT**, 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 AWARD PROCESS** and that I have read this entire contract, this _____ day of _____, **INSERT YEAR.**

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

NOTE TO PM: INSERT SPECIFICATIONS THAT APPLY TO THIS PROJECT

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on those Specifications and Drawings numbered **36545-1** through **36545-6** (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 useable condition and to maintain the plant material in a healthy and viable state.

The work also includes biological monitoring of the Revegetation Area according to the schedule and methods specified in the Revegetation Plan. The monitoring work shall include all reporting tasks specified in the Revegetation plan.

- III. **Method of Performing Work.**

- A. **Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.
 1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
 2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
 3. Irrigation shall be accomplished as follows:

- a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
 - b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, Contractor shall:
- a) Not duplicate any coded City key furnished by City for access and operation of the controller;

- b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
 - c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
 - d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.
- 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:
- 1) Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - 2) Prevent encroachment of passage ways, walks, streets, or view of signs; and
 - 3) 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 and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. 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 payment to be made under this LTRMC. 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 in accordance with instructions from the Project Biologist 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 LTRMC. 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 LTRMC. 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:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) 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. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

- 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 LTRMC. 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 LTRMC. 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.

J. Monitoring: The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.

EXHIBIT B

INSERT 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 G
BIOLOGICAL TECHNICAL REPORT

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
Suite 200
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



September 25, 2013

SDD-19.05

Ms. Carrie Purcell
Senior Planner
City of San Diego
Engineering and Capital Projects Department
600 B Street, Suite 800, MS 908A
San Diego, CA 92101

Subject: Biological Letter Report for the Avocado Place Brow Ditch Repair Project
(WBS # B-10067.02.02) (PO 4500026814) (Task Order 5)

Dear Ms. Purcell:

This letter presents the results of a biological survey conducted by HELIX Environmental Planning, Inc. (HELIX) for the proposed project. The survey was conducted to assess existing biological conditions, potential impacts, and the need for mitigation measures associated with the proposed repair and improvements to a storm water drainage brow ditch.

INTRODUCTION

Project Location and Description

The approximately 0.12-acre project site is located in the Lomas Del Mar neighborhood of the City of San Diego (City), California (Figure 1). The project site is situated east of Avocado Place and west of Caminito Cantaras, in Section 1 of Township 14 South, Range 4 West on the U.S. Geological Survey Del Mar quadrangle map (Figure 2). The project site lies across Avocado Place from the boundary between the City of San Diego and the City of Solana Beach. Elevations within the project site range from 130 feet (ft) above mean sea level (AMSL) to 225 ft AMSL. The project site is not within or adjacent to the City's Multi-Habitat Planning Area (MHPA).

The proposed project involves replacement of approximately 380 feet of concrete brow ditch that has partially collapsed, repair of erosion on the slope underneath the brow ditch, and improving connections between existing storm water drains and the repaired brow ditch. The concrete brow ditch running down the steep slope east of Avocado Place will be replaced by a corrugated high density polyethylene (HDPE) pipe; severe erosion of the slope under the collapsed portion of the brow ditch will be repaired with compacted fill; the existing riprap structure at the top of the slope will be replaced with a concrete brow ditch connecting the existing 24-inch storm water drain under Avocado Place to the HDPE pipe. At the bottom of the project area, the HDPE pipe will be connected to the existing concrete brow ditch. Access to the site will be directly from East Avocado Place at the top of the slope (Figure 3). Staging will occur on the road; no staging will occur on the slope.

METHODS

Prior to conducting the biological field survey, searches of the California Natural Diversity Database (CNDDDB), U.S. Fish and Wildlife Service (USFWS), and Multiple Species Conservation Program (MSCP) sensitive species databases were performed for information regarding sensitive species known to occur within the vicinity of the project site.

HELIX biologist George Aldridge conducted a site visit on November 21, 2011, to map vegetation and record locations of sensitive species observed or detected in and adjacent to the project site. A follow-up site visit to examine the route of the access path was conducted by HELIX biologist Sally Trnka on September 18, 2012. The approximately 0.4-acre study area included the proposed 0.12-acre grading limits plus a 50-foot buffer (Figure 3). The study area lies on a steep hillside east of Avocado Place, with access from the street.

Vegetation communities were mapped in accordance with the City's Biology Guidelines (City 2012). Vegetation was mapped on a 1"=100' aerial photograph and using a portable GPS receiver with sub-meter accuracy. The study area was inspected for evidence of potentially jurisdictional wetlands and drainage features. Factors considered as evidence of potentially jurisdictional wetland or drainage features include evidence of surface water flow, erosion, natural drainages, or presence of wetland plant species. All plant and animal species observed or detected in and adjacent to the project site were recorded. Representative photographs were taken from points recorded by GPS (Figure 3).

Plants were identified according to The Jepson Manual: Higher Plants of California (Baldwin, et al. 2012). Nomenclature also follows Holland (1986) for vegetation communities, and Chesser et al. (2012).

RESULTS

Vegetation Communities

Three vegetation communities were mapped within the study area and the proposed limits of construction: Diegan coastal sage scrub (including disturbed), disturbed habitat, and developed land (Table 1; Figure 3).

Table 1 EXISTING VEGETATION COMMUNITIES (acre)			
VEGETATION COMMUNITY	TIER*	STUDY AREA	TEMPORARY IMPACTS
Diegan coastal sage scrub (including disturbed)	II	0.25	0.07
Disturbed habitat	IV	0.13	0.05
Developed land	--	0.03	0.00
TOTAL		0.41	0.12

*Tiers are assigned to upland habitats based upon the rarity of the resource and are used for determining mitigation ratios.

Diegan Coastal Sage Scrub (including disturbed)

Diegan coastal sage scrub (DCSS) is characterized by low, woody, drought-deciduous shrubs. Usually found in xeric sites or on steep slopes, DCSS is typically dominated by California sagebrush (*Artemisia californica*), California buckwheat (*Eriogonum fasciculatum*), and black sage (*Salvia mellifera*), and often includes larger, tree-like shrubs of lemonadeberry (*Rhus integrifolia*), and laurel sumac (*Malosma laurina*).

Within the study area this habitat (including disturbed) occupies 0.25 acre and includes California sagebrush, California buckwheat, black sage, laurel sumac, lemonadeberry, and California encelia (*Encelia californica*; Table 1; Figure 3). This vegetation type dominates the slope on which the proposed project is located. North of the existing brow ditch, disturbed DCSS is heavily invaded by non-native species such as hottentot-fig (*Carbobrotus edulis*) and black mustard (*Brassica nigra*), and was considered disturbed DCSS (Figure 3).

Disturbed Habitat

Disturbed habitat includes land cleared of vegetation (e.g., dirt roads), land containing a preponderance of non-native plant species such as ornamentals or ruderal exotic species that take advantage of disturbance (previously cleared land or abandoned landscaping), or land showing signs of past or present animal usage that removes any capability of providing viable habitat.

Disturbed habitat comprised 0.13 acre of the study area (Table 1; Figure 3). Vegetated portions of disturbed habitat were dominated by hottentot-fig, tree tobacco (*Nicotiana glauca*), garland daisy (*Chrysanthemum coronarium*), eucalyptus (*Eucalyptus* sp.), and castor bean (*Ricinus communis*).

Developed Land

Developed land is where permanent structures have been built, the surface is paved or maintained as hardscape, or landscape plants are maintained and irrigated. There is 0.03 acre of developed land in the study area. (Table 1; Figure 3).

Sensitive Resources

Plants

A total of 42 plant species were observed in the study area (Attachment A), none of which was sensitive. Of the 15 species listed as City Narrow Endemics, 14 had very low to no potential to occur on the site (Attachment B), and none was observed. The CNDDDB search returned 16 sensitive plant species reported from within 1 mile of the study area (Attachment C); 13 of these had very low to no potential to occur in the study area due to lack of suitable habitat. None were observed during the survey.

Animals

A total of 10 animal species were observed or detected within the study area (Attachment D); one of which, the coastal California gnatcatcher (*Polioptila californica californica*), is listed as Threatened by USFWS and as a species of concern by the California Department of Fish and Wildlife (CDFW). Database searches returned 15 sensitive animal species reported from within 1 mile of the study area (Attachment E). Nearly all of these are wetland species reported from San Dieguito Lagoon, and hence had no potential to occur in the study area.

Several coastal California gnatcatchers were observed foraging in DCSS habitat immediately adjacent to the study area. This species is covered under the MSCP (City 1997).

Sensitive Vegetation Communities

Diegan coastal sage scrub is a Tier II habitat pursuant to the City of San Diego Biology Guidelines (City 2012). No other sensitive vegetation communities occurred on site.

Potentially Jurisdictional Features

No potentially jurisdictional wetlands or drainage features were observed in the study area.

REGIONAL AND REGULATORY CONTEXT

The following federal, state, and/or local regulations or policies apply to biological resources on site.

Federal Regulations

Endangered Species Act

The USFWS regulates impacts on listed species and their habitats through the Endangered Species Act. Projects that affect listed species or their habitats require mitigation of those effects in accordance with USFWS standards. The City has incidental take authorization from USFWS for species covered by the MSCP, including the coastal California gnatcatcher and coastal cactus wren.

Migratory Bird Treaty Act

All migratory bird species native to the United States and its territories are protected under the Migratory Bird Treaty Act as amended (MBTA). The MBTA mandates protection for eggs and chicks of all migratory bird species, but does not stipulate specific protection measures.

City of San Diego

Multiple Species Conservation Program

In July 1997, the USFWS, California Department of Fish and Game (now the California Department of Fish and Wildlife [CDFW]), and City adopted the MSCP Implementing Agreement (City 1997), which allows incidental take of threatened and endangered species as well as other sensitive species conserved by the MSCP (covered species). The City's MSCP covers 85 plant and animal species, 15 of which are also listed as narrow endemic species that have restricted geographic distributions, soil affinities, and/or habitats. Under the MSCP, impacts to Narrow Endemic Species are to be avoided to the maximum extent practicable.

The MSCP designates regional preserves (MHPAs) that are intended to be mostly void of development activities while allowing development of other areas subject to program requirements. The City of San Diego Biology Guidelines (City 2012) states that projects outside the MHPA must conform to the requirements of the MSCP Subarea Plan (City 1997) Appendix A for covered species.

As noted earlier, the proposed project does not lie within or adjacent to the MHPA; the project conforms to Appendix A of the City's MSCP Subarea Plan.

Environmentally Sensitive Lands (ESL)

The purpose of the ESL regulations is to protect, preserve, and where damaged, restore the environmentally sensitive lands of San Diego. The ESL areas include sensitive biological resources, steep hillsides, coastal beaches, sensitive coastal bluffs, and special flood hazard areas.

As a Tier II upland habitat, the coastal sage scrub located within the disturbance area is classified as sensitive biological resource, per the City's Environmentally Sensitive Lands regulations. Therefore, a site development permit will be required.

CRITERIA FOR DETERMINING IMPACT SIGNIFICANCE

In accordance with Significance Determination Guidelines (City 2011), a project would result in a significant or potentially significant biological resources impact if it would:

1. A substantial adverse impact, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in the MSCP or other local or regional plans, policies or regulations, or by the CDFW or USFWS.
2. A substantial adverse impact on any Tier I Habitats, Tier II Habitats, Tier IIIA Habitats, or Tier IIIB Habitats, as identified in the Biology Guidelines of the Land Development manual or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS.
3. A substantial adverse impact on wetlands (including, but not limited to, marsh, vernal pool, riparian, etc.) through direct removal, filling, hydrological interruption, or other means.
4. Interfering substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, including linkages identified in the MSCP Plan, or impede the use of native wildlife nursery sites.
5. A conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan, either within the MSCP plan area or in the surrounding region.
6. Introducing land use within an area adjacent to the MHPA that would result in adverse edge effects.
7. A conflict with any local policies or ordinances protecting biological resources.
8. An introduction of invasive species of plants into a natural open space area.

IMPACT

Direct Impacts

Vegetation Communities

The proposed brow ditch repair will temporarily impact 0.07 acre of Diegan coastal sage scrub (Table 2). No other sensitive vegetation communities (Tier I, II or III) will be affected. The City considers impacts less than 0.1 acre of coastal sage scrub to be less than significant. Thus, the proposed project will not have a direct significant impact with respect to vegetation.

Table 2 VEGETATION IMPACTS WITHIN THE LIMITS OF CONSTRUCTION (acre)			
VEGETATION COMMUNITY	TIER*	TEMPORARY IMPACTS	PERMANENT IMPACTS
Diegan coastal sage scrub (including disturbed)	II	0.07	--
Disturbed habitat	IV	0.05	--
TOTAL		0.12	--

* Tiers are assigned to upland habitats based upon the rarity of the resource and are used for determining mitigation ratios.

** Includes impacts within the limits of grading as well as the ungraded access road.

Sensitive Plant Species

No sensitive plant species are expected to be affected by the proposed project.

Sensitive Animal Species

Potential direct impacts to the coastal California gnatcatcher, which was observed adjacent to the proposed work area, could result if clearing of coastal sage scrub occurs during its breeding season. However, potential impacts will be avoided through implementation of the following condition which will be placed in the specifications for the proposed work.

Vegetation clearing shall take place outside of the general avian breeding season (February 1-September 15), when feasible. If vegetation clearing must occur during the avian breeding season, a qualified biologist shall conduct a preconstruction survey for nesting birds no more than 7 days prior to vegetation clearing. This survey area must extend to at least 100 feet beyond the project limits. If no active nests are found, clearing can proceed. If active nests are found, no clearing may take place within 100 feet of any active nest until a qualified biologist determines that the nest is no longer active or has failed. The results of the pre-construction nesting bird survey shall be reported to the City in a brief memo.

Nesting Birds

The nesting bird survey requirement, referenced above, will also ensure that any nesting birds covered by the MBTA will not be significantly impacted by clearing during the breeding season.

Indirect Impact

Potential indirect impact analyzed for this project includes construction noise, drainage/toxins, and colonization by non-native plant species. The following section discusses potential indirect effects on habitat resources on or adjacent to the project site.

Construction Noise

Short-term noise could result from construction activities associated with the proposed project. The City of San Diego's adjacency guidelines address indirect noise effects to avian species within the MHPA. Indirect noise impacts to habitat located outside of the MHPA, and not adjacent to the MHPA, are not considered significant. Since this project is outside of and not adjacent to the MHPA, potential noise impacts to the coastal California gnatcatcher and other potentially nesting birds are not considered significant.

Drainage/Toxins

Water quality could be adversely affected during construction by potential surface runoff, including sedimentation and petroleum products. Decreased water quality may adversely affect vegetation, aquatic animals, and terrestrial wildlife that depend upon these resources. Best Management Practices (BMPs) would be implemented during project construction/installation to control runoff, erosion, and contaminants. Therefore, no significant indirect impacts resulting from drainage or impaired water quality would occur.

Non-native Plant Species

Non-native plants could colonize sites disturbed by construction and potentially spread into adjacent native habitats. Many non-native plants are highly invasive and can displace native vegetation (thereby reducing native species diversity), potentially increase flammability and fire frequency, change ground and surface water levels, and can adversely affect native wildlife

dependent on native plant species. The project site and surrounding areas currently support several non-native and invasive plant species; however, no further introduction of such species would occur as a result of project implementation.

A revegetation plan has been prepared to stabilize all erosion-prone areas that are disturbed as part of project implementation (HELIX 2013); this plan applies to the entire 0.12 acre project impact area. Plant species installed as part of the revegetation effort would not include any species identified as highly or moderately invasive pursuant to the California Invasive Plant Inventory prepared by the California Invasive Plant Council (Cal-IPC 2006). As such, no significant impact from non-native plant species would occur.

MITIGATION

As no significant biological resource impacts would occur with the implementation of the proposed project, no mitigation measures are required.

REVEGETATION REQUIREMENTS

To comply with Section IV “Revegetation and Erosion Control Guidelines” presented in the City’s 2009 Landscape Standards, an upland revegetation plan has been prepared for the entire 0.12 acre of temporary impacts. Revegetation will include hydro-seeding with a native upland seed mix and installation of container stock to replace larger shrubs (Table 3). Revegetated areas containing ESL prior to project impacts (e.g., temporarily impacted DCSS) must be monitored and maintained for 25 months. Maintenance will include the removal of non-native vegetation and irrigation of container stock.

Table 3 UPLAND REVEGETATION PLANT PALETTE (0.12 acre)		
PLANTING SPECIFICATIONS		
Scientific Name	Common Name	Number/Acre
<i>Artemisia californica</i>	California sagebrush	250
<i>Encelia californica</i>	California encelia	150
<i>Eriogonum fasciculatum</i>	California buckwheat	250
<i>Leymus condensatus</i>	giant wild rye	40
<i>Malosma laurina</i>	laurel sumac	50
<i>Rhus integrifolia</i>	lemonadeberry	50
<i>Salvia mellifera</i>	black sage	250
<i>Sambucus Mexicana</i>	blue elderberry	30
<i>Yucca schidigera</i>	Mojave yucca	40
TOTAL		1,110

Table 3 (cont.) UPLAND REVEGETATION PLANT PALETTE (0.12 acre)		
SEEDING SPECIFICATIONS		
Scientific Name	Common Name	Lbs./Acre
<i>Acmispon glaber</i> (<i>Lotus scoparius</i>)	deerweed	0.5
<i>Artemisia californica</i>	California sagebrush	3
<i>Dienandra fasciculata</i>	fascicled tarweed	3
<i>Encelia californica</i>	California encelia	2
<i>Eriogonum fasciculatum</i>	California buckwheat	5
<i>Eriophyllum confertiflorum</i>	golden-yarrow	2
<i>Lupinus succulentus</i>	arroyo lupine	2
<i>Nassella pulchra</i>	purple needlegrass	4
<i>Salvia mellifera</i>	black sage	3
<i>Sisyrinchium bellum</i>	blue-eyed grass	2
TOTAL		26.5

CONCLUSION

Although a site development permit will be required, the proposed Avocado Place brow ditch repair project will affect less than 0.1 acre of Tier I through IIIB habitats and is not anticipated to result in significant impacts to biological resources. Restrictions on construction during the typical bird breeding season will avoid direct and indirect impacts to the coastal California gnatcatcher and other nesting birds. Revegetation of temporarily affected areas will follow City Landscape Standards (City 2009).

Please do not hesitate to call me or Bruce McIntyre at (619) 462-1515 if you have any questions.

Sincerely,



Sally Trnka
Senior Scientist

Enclosures:

- Figure 1 Regional Location Map
- Figure 2 Project Location Map
- Figure 3 Vegetation
- Attachment A Plant Species Observed
- Attachment B Potential for San Diego Narrow Endemic Species to Occur

Attachment C	Potential for California Sensitive Plant Species to Occur
Attachment D	Animal Species Observed
Attachment E	Potential for Listed or Sensitive Animal Species to Occur
Attachment F	Explanation of Species Status Codes
Attachment G	Representative Photos

REFERENCES

- American Ornithologists' Union. 2011. Check-list of North American Birds, List of the 2,070 Bird Species Known from the A.O.U. Check-list Area. <http://www.aou.org/checklist/north/full.php>.
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- HELIX Environmental Planning, Inc. (HELIX). 2013. Avocado Place Brow Ditch Repair Revegetation Plan. September 23.
- Holland R.F. 1986. Preliminary Descriptions of the Terrestrial Natural Communities of California. Nongame-Heritage Program, State of California, Department of Fish and Game, Sacramento, 157 pp.

Attachment A
PLANT SPECIES OBSERVED – AVOCADO PLACE

<u>FAMILY</u>	<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
ANGIOSPERMS - DICOTS		
Adoxaceae	<i>Sambucus mexicana</i>	blue elderberry
Aizoaceae	<i>Carpobrotus edulis</i> *	hottentot-fig
Amaranthaceae	<i>Salsola tragus</i> *	Russian thistle
Anacardiaceae	<i>Malosma laurina</i>	laurel sumac
	<i>Rhus integrifolia</i>	lemonadeberry
Asteraceae	<i>Artemisia californica</i>	California sagebrush
	<i>Artemisia dracunculus</i>	tarragon
	<i>Centaurea melitensis</i> *	tocalote
	<i>Chrysanthemum coronarium</i> *	garland daisy
	<i>Cirsium vulgare</i> *	bull thistle
	<i>Conyza canadensis</i>	horseweed
	<i>Encelia californica</i>	California encelia
	<i>Eriophyllum confertiflorum</i>	golden yarrow
	<i>Heterotheca grandiflora</i>	telegraph weed
	<i>Isocoma menziesii</i>	goldenbush
	<i>Sonchus oleraceus</i> *	common sow thistle
	<i>Stephanomeria virgata</i>	tall wreath plant
Brassicaceae	<i>Brassica nigra</i> *	black mustard
Boraginaceae	<i>Cryptantha sp.</i>	popcorn flower
Cactaceae	<i>Opuntia ficus-indica</i> *	Indian-fig
	<i>Mammillaria dioica</i>	fish-hook cactus
Crassulaceae	<i>Crassula argentea</i> *	jade plant
	<i>Dudleya edulis</i>	ladies-fingers
	<i>Dudleya lanceolata</i>	coastal dudleya
	<i>Dudleya pulverulenta</i>	chalk dudleya
Cucurbitaceae	<i>Marah macrocarpa</i>	wild cucumber
Euphorbiaceae	<i>Ricinus communis</i> *	castor-bean
	<i>Lathyrus vestitus</i>	sweet pea
Fabaceae	<i>Lotus scoparius</i>	deerweed
Lamiaceae	<i>Salvia mellifera</i>	black sage
Myrtaceae	<i>Eucalyptus sp.</i> *	eucalyptus
Oxalidaceae	<i>Oxalis pes-caprae</i> *	Bermuda buttercup
Polygonaceae	<i>Eriogonum fasciculatum</i>	buckwheat
Rosaceae	<i>Adenostoma fasciculatum</i>	chamise
Solanaceae	<i>Nicotiana glauca</i> *	tree tobacco

Attachment A (cont.)
PLANT SPECIES OBSERVED – AVOCADO PLACE

<u>FAMILY</u>	<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
ANGIOSPERMS - MONOCOTS		
Agavaceae	<i>Yucca schidigera</i>	Mojave yucca
Liliaceae	<i>Aloe vera</i> *	aloe vera
Poaceae	<i>Acnatherum sp.</i>	needlegrass
	<i>Avena barbata</i> *	slender wild oat
	<i>Cortaderia jubata</i> *	pampas grass
	<i>Cynodon dactylon</i> *	Bermuda grass
PTERIDOPHYTES		
Polypodiaceae	<i>Polypodium californicum</i>	California polypody

*Non-native species

Attachment B
POTENTIAL FOR CITY OF SAN DIEGO
NARROW ENDEMIC SPECIES TO OCCUR

SPECIES	STATUS*	POTENTIAL TO OCCUR
San Diego thorn-mint (<i>Acanthomintha ilicifolia</i>)	FT/SE CNPS List 1B.1 MSCP Covered	Low. Occurs on clay soils in chaparral, coastal sage scrub, valley and foothill grassland, and vernal pools. Although some suitable habitat occurs on site, suitable soils do not.
Shaw's agave (<i>Agave shawii</i>)	--/-- CNPS List 2.1 MSCP Covered	Very low. Occurs in coastal bluff scrub and coastal sage scrub. Suitable habitat occurs on site. Conspicuous species that would have been observed if present.
San Diego ambrosia (<i>Ambrosia pumila</i>)	FE/-- CNPS List 1B.1 MSCP Covered	Moderate. Found in a variety of habitats, including coastal sage scrub, grasslands, wetlands, disturbed habitat, and sloped areas. Suitable habitat occurs on site.
Aphanisma (<i>Aphanisma blitoides</i>)	--/-- CNPS List 1B.2 MSCP Covered	None. Occurs in coastal bluff scrub, coastal dunes, and sandy coastal scrub. Suitable habitat does not occur on site.
Coastal dunes milk-vetch (<i>Astragalus tener</i> var. <i>titi</i>)	FE/SE CNPS List 1B.1 CA Endemic MSCP Covered	None. Occurs in coastal dunes and sandy places along the coast. Suitable habitat does not occur on site.
Encinitas baccharis (<i>Baccharis vanessae</i>)	FT/SE CNPS List 1B.1 CA Endemic	None. Occurs in post-fire and mature but relatively low-growing chaparral. Also found in southern maritime and southern mixed chaparrals. Suitable habitat does not occur on site.
Otay tarplant (<i>Deinandra conjugens</i>)	FT/SE CNPS List 1B.1	None. Occurs in coastal sage scrub and grassland habitats. Site outside of the species' geographic range.
Short-leaved dudleya (<i>Dudleya brevifolia</i>)	--/SE CNPS List 1B.1 CA Endemic	None. Occurs in open areas and sandstone bluffs in chamise chaparral or Torrey pine forest. Suitable habitat and soils do not occur on site.
Variegated dudleya (<i>Dudleya variegata</i>)	--/-- CNPS List 1B.2 MSCP Covered	Low. Occurs in chaparral, cismontane woodland, coastal sage scrub, valley and foothill grassland, and vernal pools. Some suitable habitat occurs on site.
San Diego button-celery (<i>Eryngium aristulatum</i> var. <i>parishii</i>)	FE/SE CNPS List 1B.1	None. Vernal pools or mima mound areas with vernal moist conditions are preferred habitat. Suitable habitat does not occur on site.
Prostrate spreading navarretia (<i>Navarretia fossalis</i>)	FT/-- CNPS List 1B.1	None. This species is restricted to vernal pools and freshwater playas. Suitable habitat does not occur on site.
Snake cholla (<i>Opuntia californica</i> var. <i>californica</i>)	--/-- CNPS List 1B.1 MSCP Covered	Low. Occurs in chaparral and Diegan coastal sage scrub. Suitable habitat occurs on site. Likely would have been observed if present.
California Orcutt grass (<i>Orcuttia californica</i>)	FE/SE CNPS List 1B.1 MSCP Covered	None. Uncommon plant that occurs within vernal pools. Known from fewer than 20 occurrences. Suitable habitat does not occur on site.

Attachment B (cont.)
POTENTIAL FOR CITY OF SAN DIEGO
NARROW ENDEMIC SPECIES TO OCCUR

SPECIES	STATUS*	POTENTIAL TO OCCUR
San Diego mesa mint (<i>Pogogyne abramsii</i>)	FE/SE CNPS List 1B.1 CA Endemic MSCP Covered	None. Occurs within vernal pools. Suitable habitat does not occur on site.
Otay mesa mint (<i>Pogogyne nudiuscula</i>)	FE/SE CNPS List 1B.1 MSCP Covered	None. Occurs within vernal pools. Suitable habitat does not occur on site. Site outside species geographic range.

*See Attachment F for an explanation of status codes

Attachment C
POTENTIAL FOR CALIFORNIA SENSITIVE PLANT SPECIES TO OCCUR

SPECIES	STATUS*	POTENTIAL TO OCCUR
Spineshrub (<i>Adolphia californica</i>)	--/-- CNPS List 2.1	Very low. Occurs in chaparral and coastal sage scrub. Suitable habitat occurs on site. Conspicuous species that would have been observed if present.
Del Mar manzanita (<i>Arctostaphylos glandulosa</i> ssp. <i>crassifolia</i>)	FE/-- CNPS List 1B.1	Very Low. Occurs in sandy places in maritime chaparral. Reported from nearby, but suitable habitat does not occur on site. Conspicuous species that would have been observed if present.
San Diego sagewort (<i>Artemisia palmeri</i>)	--/-- CNPS List 4.2	Moderate. Occurs in chaparral, coastal sage scrub, and riparian areas. Suitable habitat occurs on this site.
Coulter's saltbush (<i>Atriplex coulteri</i>)	--/-- CNPS List 1B.2	None. Occurs in coastal dunes, coastal scrub, and coastal bluff scrub. Suitable habitat does not occur on site.
Wart-stemmed ceanothus (<i>Ceanothus verrucosus</i>)	--/-- CNPS List 2.2	None. Occurs in chaparral. Suitable habitat does not occur on site.
Southern tarplant (<i>Centromadia parryi</i> ssp. <i>australis</i>)	--/-- CNPS List 1B.1	None. Occurs on the margins of marshes and swamps, vernal pools, and mesic grasslands. Suitable habitat does not occur on site.
Summer holly (<i>Comarostaphylis diversifolia</i> ssp. <i>diversifolia</i>)	--/-- CNPS List 1B.2	None. Occurs in chaparral and cismontane woodland. Suitable habitat does not occur on site.
Del Mar mesa sand aster (<i>Corethrogyne filaginifolia</i> var. <i>linifolia</i>)	--/-- CNPS List 1B.1	Moderate. Occurs on sandy soils in coastal bluff scrub, openings in maritime chaparral, and coastal sage scrub. Suitable habitat occurs on site.
Sand-loving wallflower (<i>Erysimum ammophilum</i>)	--/-- CNPS List 1B.2	None. Occurs in sandy places in maritime chaparral, coastal scrub, and dunes. Suitable habitat does not occur on site.
Beach goldenaster (<i>Heterotheca sessiliflora</i> ssp. <i>sessiliflora</i>)	--/-- CNPS List 1B.1	None. Occurs in coastal dunes and coastal chaparral. Extremely rare. Suitable habitat does not occur on site.
Decumbent goldenbush (<i>Isocoma menziesii</i> var. <i>decumbens</i>)	--/-- CNPS List 1B.2	Moderate. Occurs in chaparral and sandy coastal sage scrub, often in disturbed areas. Suitable habitat occurs on this site.
San Diego marsh-elder (<i>Iva hayesiana</i>)	--/-- CNPS List 2.2	None. Occurs in marshes, swamps, and playas. Suitable habitat does not occur on site.
Coulter's goldfields (<i>Lasthenia glabrata</i> ssp. <i>coulteri</i>)	--/-- CNPS List 1B.1	None. Occurs in marshes, swamps, playas, and vernal pools. No suitable habitat occurs on this site.
Sea dahlia (<i>Leptosyne maritima</i>)	--/-- CNPS List 2.2	None. Occurs in coastal bluff scrub and coastal scrub. Suitable habitat does not occur on site.
Coast woolly-heads (<i>Nemacaulis denudata</i>)	--/-- CNPS List 1B.1	None. Occurs on coastal dunes. Suitable habitat does not occur on site.
Estuary seablite (<i>Suaeda esteroa</i>)	--/-- CNPS List 1B.2	None. Occurs in salt marshes and swamps. Suitable habitat does not occur on site.

*See Attachment F for an explanation of status codes.

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Attachment D
ANIMAL SPECIES OBSERVED – AVOCADO PLACE

<u>ORDER/FAMILY</u>	<u>SCIENTIFIC NAME</u>	<u>COMMON NAME</u>
VERTEBRATES		
<u>Mammals</u>		
Didelphidae	<i>Didelphis virginiana</i>	opossum
<u>Reptiles</u>		
Phrynosomatidae	<i>Sceloporus occidentalis</i> <i>Uta stansburiana</i>	Western fence lizard common side blotched lizard
<u>Birds</u>		
Order Apodiformes Trochilidae	<i>Calypte anna</i>	Anna's hummingbird
Order Passeriformes		
Corvidae	<i>Corvus brachyrhynchos</i>	American crow
Emberizidae	<i>Melospiza melodia</i> <i>Melozona crissalis</i>	song sparrow California towhee
Parulidae	<i>Setophaga coronata</i>	yellow-rumped warbler
Poliptilidae	<i>Poliptila californica californica</i>	coastal California gnatcatcher
Tyrannidae	<i>Sayornis nigricans</i>	black phoebe

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Attachment E
POTENTIAL FOR LISTED OR SENSITIVE ANIMAL SPECIES TO OCCUR

SPECIES	LISTING OR SENSITIVITY*	POTENTIAL TO OCCUR
INVERTEBRATES		
California brackish water snail (<i>Tryonia imitator</i>)	--/--	None. Reported from San Dieguito lagoon. Suitable habitat does not occur on site.
VERTEBRATES		
Reptiles and Amphibians		
Orange-throated whiptail (<i>Aspidoscelis hyperythra</i>)	--/SSC MSCP Covered	Moderate. Occurs in sage scrub and grassland areas. Suitable habitat occurs on site.
Birds		
Belding's savannah sparrow (<i>Passerculus sandwichensis beldingii</i>)	--/SE	None. Occurs in coastal wetlands. Suitable habitat does not occur on site.
California least tern (<i>Sterna antillarum browni</i>)	FE/SE	None. Reported from San Dieguito lagoon. Suitable habitat does not occur on site.
Coastal California gnatcatcher (<i>Polioptila californica californica</i>)	FT/SSC MSCP Covered	High. Occurs in coastal sage scrub. Suitable habitat is extensive on and adjacent to the site; two individuals were seen during the survey.
Great blue heron (<i>Ardea herodias</i>)	--/--	None. Reported from San Dieguito lagoon. Suitable habitat does not occur on site.
Great egret (<i>Ardea alba</i>)	--/--	None. Reported from San Dieguito lagoon. Suitable habitat does not occur on site.
Light-footed clapper rail (<i>Rallus longirostris levipes</i>)	FE/SE	None. Reported from San Dieguito lagoon. Suitable habitat does not occur on site.
Northern harrier (<i>Circus cyaneus</i>)	--/SSC	None. Reported from San Dieguito lagoon. Suitable habitat does not occur on site.
White tailed kite (<i>Elanus caeruleus</i>)	--/SSC	None. Reported from San Dieguito lagoon. Suitable habitat does not occur on site.
Mammals		
Brazilian free tailed bat (<i>Tadarida brasiliensis</i>)	--/--	
California mouse (<i>Peromyscus californicus</i>)	--/--	
San Diego desert woodrat (<i>Neotoma lepida intermedia</i>)	--/SSC	Low. Occurs in chaparral and coastal sage scrub. Conspicuous species that would have been observed if present.
San Diego pocket mouse (<i>Chaetodipus fallax</i>)	--/--	
Yuma myotis (<i>Myotis yumanensis</i>)	--/--	

*See Attachment F for an explanation of status codes

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Attachment F
EXPLANATION OF STATUS CODES FOR PLANT AND ANIMAL SPECIES

FEDERAL, STATE, AND LOCAL CODES

U.S. Fish and Wildlife Service (USFWS)

FE Federally listed endangered
FT Federally listed threatened

California Department of Fish and Game (CDFG)

SE State listed endangered
SR State listed rare
ST State listed threatened
SSC State species of special concern
WL Watch List

Fully Protected Fully Protected species refers to all vertebrate and invertebrate taxa of concern to the Natural Diversity Data Base regardless of legal or protection status. These species may not be taken or possessed without a permit from the Fish and Game Commission and/or CDFG.

OTHER CODES AND ABBREVIATIONS

Multiple Species Conservation Program (MSCP) Covered

Multiple Species Conservation Program covered species for which the City has take authorization within the MSCP area.

Narrow Endemic (NE) Species

Some native species (primarily plants with restricted geographic distributions, soil affinities, and/or habitats) are referred to as a narrow endemic species. For vernal pools and identified narrow endemic species, the jurisdictions will specify measures in their respective subarea plans to ensure that impacts to these resources are avoided to the maximum extent practicable.

Attachment F (cont.)
EXPLANATION OF STATUS CODES FOR PLANT AND ANIMAL SPECIES

OTHER CODES AND ABBREVIATIONS (cont.)

California Native Plant Society (CNPS) Codes

Lists

- 1A = Presumed extinct.
- 1B = Rare, threatened, or endangered in California and elsewhere. Eligible for state listing.
- 2 = Rare, threatened, or endangered in California but more common elsewhere. Eligible for state listing.
- 3 = Distribution, endangerment, ecology, and/or taxonomic information needed. Some eligible for state listing.
- 4 = A watch list for species of limited distribution. Needs monitoring for changes in population status. Few (if any) eligible for state listing.

List/Threat Code Extensions

- .1 = Seriously endangered in California (over 80 percent of occurrences threatened/high degree and immediacy of threat)
- .2 = Fairly endangered in California (20 to 80 percent occurrences threatened)
- .3 = Not very endangered in California (less than 20 percent of occurrences threatened, or no current threats known)

A “CA Endemic” entry corresponds to those taxa that only occur in California.

All List 1A (presumed extinct in California) and some List 3 (need more information; a review list) plants lacking threat information receive no extension. Threat Code guidelines represent only a starting point in threat level assessment. Other factors, such as habitat vulnerability and specificity, distribution, and condition of occurrences, are considered in setting the Threat Code.



Photo Point 1.



Photo Point 2.



Photo Point 3.



Photo Point 4.



Photo Point 5.



Photo Point 6.

J/PROJECTS/Biology/S/SDD-19.05 Avocado Place/photo page

Representative Site Photos (Looking Uphill)
AVOCADO PLACE BROW DITCH REPAIR
Attachment G



ATTACHMENT F
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/b

City of San Diego

New Century Construction, Inc.

CONTRACTOR'S NAME: _____
ADDRESS: 9119 EMERALD GROVE AVE. LAKESIDE, CA 92040
TELEPHONE NO.: 619-390-3300 FAX NO.: 619-390-3311
CITY CONTACT: Damian Singleton - Contract Specialist, Email: DSingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
JBatta/AReyes/Lad

CONTRACT DOCUMENTS



FOR

AVOCADO PLACE BROW DITCH REPAIR PROJECT

VOLUME 2 OF 2

BID NO.: _____ L-14-5685-DBB-2
SAP NO. (WBS/IO/CC): _____ B-10067
CLIENT DEPARTMENT: _____ 2114
COUNCIL DISTRICT: _____ 1
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: 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

DESCRIPTION

PAGE NUMBER

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. Bid Bond	6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
4. Contractors Certification of Pending Actions	8
5. Equal Benefits Ordinance Certification of Compliance.....	9
6. Proposal (Bid).....	10
7. Form AA35 - List of Subcontractors	14
8. Form AA40 - Named Equipment/Material Supplier List	15

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:


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

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

Full Name and Character of partner

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

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted NEW CENTURY CONSTRUCTION, INC.
- (2) Signature, with official title of officer authorized to sign for the corporation:


(Signature)
LEE P. SHEWBERG, II

(Printed Name)
PRESIDENT

(Title of Officer)

(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of CALIF.
- (4) Place of Business (Street & Number) 9119 EMERALD GROVE AVE.
- (5) City and State LAKESIDE CA Zip Code 92040

BIDDING DOCUMENTS

(6) Telephone No. 619-390-3300 Facsimile No. 619, 390-3311

(7) Email Address newcenturyconstruction@yahoo.com

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, B

LICENSE NO. 614517 EXPIRES 9-30-14

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): [REDACTED]

E-Mail Address: newcenturyconstruction@yahoo.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

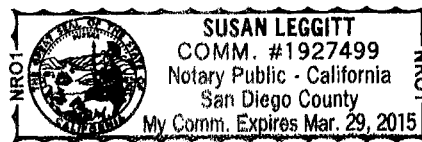
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature *Lee P. Bell* Title PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 22 DAY OF APRIL 2014
Aaron Leggett
Notary Public in and for the County of SAN DIEGO, State of CALIF.

(NOTARIAL

SEAL)



BIDDING DOCUMENTS

BID BOND

Bond No. NEWCE-310

KNOW ALL MEN BY THESE PRESENTS,

That New Century Construction, Inc. as Principal, and SureTec Insurance Company as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

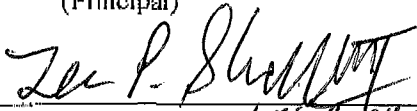
Avocado Place Brow Ditch Repair Project - Project No. L-14-5685-DBB-2


NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 17th day of April, 2014

New Century Construction, Inc. (SEAL)
(Principal)

SureTec Insurance Company (SEAL)
(Surety)

By: 
(Signature) LEE P. SHELLBERG, II
PRES.

By: 
(Signature)
Dwight Reilly, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

ACKNOWLEDGMENT

State of California
County of Orange)

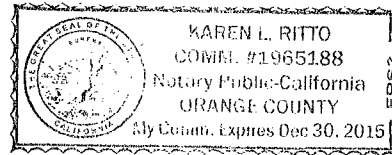
On April 17, 2014 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x) on the instrument the
person(x), or the entity upon behalf of which the person(x) 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  (Seal)
Karen L. Ritto



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Arturo Ayala, Daniel Huckabay, Dwight Reilly

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

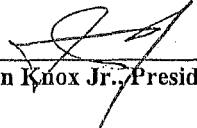
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

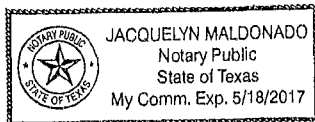
SURETEC INSURANCE COMPANY


By: 
John Knox Jr., President



State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 17th day of April, 2014, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

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

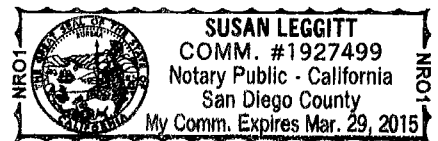
State of California)
County of SAN DIEGO) ss.

LEE P. SHEUBERG, II, 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: Lee P. Sheuberg, II
Title: PRESIDENT

Subscribed and sworn to before me this 22 day of APRIL, 20 14
Susan Leggitt
Notary Public

(SEAL)



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.

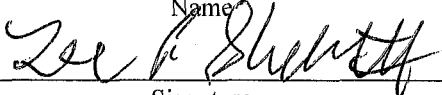
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- 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
		N/A			

Contractor Name: NEW CENTURY CONSTRUCTION, INC.

Certified By LEE P. SHEUBERG, II Title PRESIDENT

Name

Signature

Date 4-22-14

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS	237110	9-3.4.1	Mobilization	 	\$ 7,300.-
2.	1	LS	238390	700-2.15	Clearing and Grubbing	 	\$ 15,000.-
3.	37	CY	237310	300-2.9	Unclassified Excavation	\$ 125.-	\$ 4,625.-
4.	41	CY	237310	300-4.9	Unclassified Fill	\$ 150.-	\$ 6,150.-
5.	10	LF	273110	306-1.6	24" RCP Storm Drain (Watertight Joints)	\$ 250.-	\$ 2,500.-
6.	178	LF	273110	306-1.6	24" HDPE Storm Drain (Watertight Joints)	\$ 250.-	\$ 44,500.-
7.	188	LF	237110	306-9.7	Video Inspecting Storm Drains for Acceptance	\$ 6.-	\$ 1,128.-
8.	1	LS	273110	306-1.1.6	Trench Shoring	 	\$ 4,000.-
9.	4	EA	273110	303-1.11	Cleanout (Type A)	\$ 6,200.-	\$ 24,800.-
10.	1	EA	273110	303-1.11	Curb Inlet (Type B)	\$ 5,500.-	\$ 5,500.-
11.	1	EA	237110	303-1.11	24" Diameter Headwall with U-type Wingwalls	\$ 2,800.-	\$ 2,800.-
12.	4	EA	273110	303-1.11	Concrete Cutoff Wall	\$ 2,000.-	\$ 8,000.-
13.	1	EA	273110	306-1.6	Connection to Existing Storm Drain	\$ 2,000.-	\$ 2,000.-
14.	22	LF	237310	300-1.4	AC Berm Removal	\$ 35.-	\$ 770.-
15.	210	LF	237310	300-1.4	Brow Ditch Removal	\$ 15.-	\$ 3,150.-
16.	5	LF	273110	303-1.11	Transition Brow Ditch	\$ 100.-	\$ 500.-
17.	10	LF	237310	303-5.9	6" Curb and Gutter	\$ 55.-	\$ 550.-
18.	33	SF	237310	302-3.2	Asphalt Pavement Repair	\$ 25.-	\$ 825.-
19.	163	LF	237310	304-2.2.3	Install Metal Beam Guardrail Per Caltrans Standard A77A1	\$ 72.-	\$ 11,736.-
20.	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 9,000.-

BIDDING DOCUMENTS

21.	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$ 1,000.-
22.	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$ 3,000.-
23.	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program	 	\$ 25,000.-
24.	1	LS	561730	700-2.15	Revegetation and Erosion Control	 	\$ 28,000.-
25.	1	LS	524126	2-4.1	Bond Payments (Payment and Performance)	 	7,000.-
26.	1	AL		9-3.5	Field Orders - Type II	 	\$15,000.00
ESTIMATED TOTAL BASE BID:							\$ 233,834.-

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 26 inclusive) amount written in words:

two hundred thirty-three thousand eight hundred thirty-four dollars and zero cents

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: 0

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

LEE P. SHELBERG II
PRESIDENT

(HOLDS ALL OFFICES)

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: NEW CENTURY CONSTRUCTION, INC

Title: PRESIDENT

Business Address: 9119 EMERALD GROVE AVE.

Place of Business: LAKESIDE, CA 92040

Place of Residence: LAKESIDE, CA

Signature: [Handwritten Signature]

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>FENCE CORP. INC.</u> Address: <u>111 MAIN ST.</u> City: <u>Riverside</u> State: <u>CA</u> Zip: <u>92501</u> Phone: <u>951-686-3170</u>	<u>Const.</u>	<u>Guardrail</u>	<u>9,209.50</u>			
Name: <u>Natures Image</u> Address: <u>20361 Hermona Cr.</u> City: <u>Lake Forest</u> State: <u>CA</u> Zip: <u>92630</u> Phone: <u>949-680-4400</u>	<u>Const</u>	<u>landscape</u>	<u>32,651</u>			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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.

11.90 to

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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____				<i>None</i>		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

① 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 | | |

② 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.