

# City of San Diego

**CONTRACTOR'S NAME:** Burtech Pipeline Incorporated

**ADDRESS:** 1325 Pipeline Dr., Vista, CA 92081

**TELEPHONE NO.:** 760-634-2822

**FAX NO.:** \_\_\_\_\_

**CITY CONTACT:** Brittany Friedenreich, Senior Contract Specialist, Email: [BFriedenreic@sandiego.gov](mailto:BFriedenreic@sandiego.gov)

Phone No. (619) 533-3104

J. Talamayan / M. Jirjis Nakasha / R. Sigston

## BIDDING DOCUMENTS



### FOR

## ENCANTO IMPROV 1

BID NO.: K-23-2165-DBB-3

SAP NO. (WBS/IO/CC): B-18206, B-18209

CLIENT DEPARTMENT: 2000

COUNCIL DISTRICT: 4

PROJECT TYPE: KB, JA

### THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

### THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING

### BID DUE DATE:

**2:00 PM**

**APRIL 5, 2023**


**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**ENGINEER OF WORK**

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

**Encanto Improv 1 Plans numbered 41745-D (Sheet 1 - Sheet 71) and the associated Specifications.**



02/23/2023

Seal:



1) For City Engineer

Date

**Encanto Improv 1 (BL) Striping and Signage Improvement Plans numbered 100679-D (Sheet 1 - Sheet 13) and the associated Specifications.**



02/23/2023

Seal:



2) For City Engineer

Date

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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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.

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 | DOCUMENT TO BE SUBMITTED   | WHEN DUE  | FROM           |
|------|--|---|----------------|
| 1.   | Bid Bond (PDF via PlanetBids)  | At Time of Bid  | ALL BIDDERS    |
| 2.   | Contractors Certification of Pending Actions   | At Time of Bid  | ALL BIDDERS    |
| 3.   | List of Subcontractors for Alternate Items   | At Time of Bid  | ALL BIDDERS    |
| 4.   | Mandatory Disclosure of Business Interests   | At Time of Bid  | ALL BIDDERS    |
| 5.   | Debarment and Suspension Certification for Prime Contractors   | At Time of Bid  | ALL BIDDERS    |
| 6.   | Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs  | At Time of Bid  | ALL BIDDERS    |
| 7.   | Bid Bond (Original)  | By 5 PM 1 working day after bid opening   | ALL BIDDERS    |
| 8.   | SLBE Good Faith Effort Documentation   | By 5 PM 3 working days after bid opening  | ALL BIDDERS    |
| 9.   | Form AA60 – List of Work Made Available  | By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation | ALL BIDDERS    |
| 10.  | Phased Funding Schedule Agreement  | Within 10 working days of the Notice of Intent to Award                             | AWARDED BIDDER |
| 11.  | If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul> | Within 10 working days of receipt by bidder of contract forms                       | AWARDED BIDDER |



| ITEM | DOCUMENT TO BE SUBMITTED   | WHEN DUE  | FROM           |
|------|--|---|----------------|
| 12.  | Payment & Performance Bond: Certificates of Insurance & Endorsements | Within 10 working days of receipt by bidder of contract forms and NOI | AWARDED BIDDER |
| 13.  | Signed Contract Agreement Page                                       | Within 3 working days of receipt by bidder of Contract Agreement      | AWARDED BIDDER |
| 14.  | Listing of "Other Than First Tier" Subcontractors                    | Within 10 working days of receipt by bidder of contract forms         | AWARDED BIDDER |

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Encanto Improv 1**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$17,600,000**.
4. **BID DUE DATE AND TIME ARE: APRIL 5, 2023 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A or C-34**
  - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See **Appendix H** - Long Term Maintenance and Monitoring Agreement for **C-27** requirement.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

|                                  |              |
|----------------------------------|--------------|
| 1. SLBE participation            | <b>8.9%</b>  |
| 2. ELBE participation            | <b>13.4%</b> |
| 3. Total mandatory participation | <b>22.3%</b> |
  - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
    - 7.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in

this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

**All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.**

**8. AWARD PROCESS:**

- 8.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 8.2. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 8.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 8.4. The low Bid will be determined by the Base Bid plus all the Alternates.
- 8.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone or for the Base Bid plus one or more alternates.

**9. SUBMISSION OF QUESTIONS:**

- 9.1. The Director (or Designee) of the Purchasing & Contracting 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. Any questions related to this solicitation shall be submitted to:

[BFriendenreic@sandiego.gov](mailto:BFriendenreic@sandiego.gov)

- 9.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 9.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

- 10. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 1-7.2., "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.2.3 WORKERS' COMPENSATION INSURANCE (in Contract document). Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.
- 10.1. Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix H.**
- 11. PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see Attachment B.
- 12. ADDITIVE/DEDUCTIVE ALTERNATES:**
- 12.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
- 12.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including 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 may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:  
  
<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids](#).™

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

**2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.

**2.7.1. Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

**2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

**3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:**

**3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

**3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

**3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

**3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. 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.

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

**5.1.** **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg>

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

**6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

**7. INSURANCE REQUIREMENTS:**

**7.1.** 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.

**7.2.** Refer to sections 5-4, “INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**8. 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”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>  | 2021    | ECPI010122-01   |
| City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>   | 2021    | ECPI010122-02   |
| City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>   | 2021    | ECPI010122-03   |
| Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>   | 2018    | PWPI010119-04   |
| California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a> | 2018    | PWPI030119-05   |



| Title  | Edition | Document Number |
|--|---------|-----------------|
| CALTRANS Standard Plans<br><a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>   | 2018    | PWPI030119-06   |
| California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6)<br><a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>  | 2014    | PWPI060121-10   |
| <p><b>NOTE:</b>           *Available online under Engineering Documents and References at:<br/><a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p> |         |                 |

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **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.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who 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 state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed 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

may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, “Self-Performance”, 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 for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

**12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

**12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **“Subcontractors For Alternates”** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.

**13. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-6, “Trade Names” in The WHITEBOOK and as amended in the SSP.

**14. AWARD:**

**14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" 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 this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** 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.
- 18. 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 within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

- 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:

Purchasing & Contracting Department, Public Works Division  
1200 3rd Ave., Suite 200, MS 56P  
San Diego, California, 92101

To the Attention of the Contract Specialist on the Front Page of this solicitation.

## 20. **AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 20.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 20.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

## 21. **BID RESULTS:**

- 21.1. The availability of the bids on the City's eBidding system 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 notation of such will be

made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

- 21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

**22. THE CONTRACT:**

- 22.1.** 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.
- 22.2.** 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.
- 22.3.** 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.
- 22.4.** 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.
- 22.5.** 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 and approval as to form by the City Attorney's Office. 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.

- 23. 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 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", 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.

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

- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** 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.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**25. PRE-AWARD ACTIVITIES:**

- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

---

**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

BURTECH PIPELINE, INCORPORATED \_\_\_\_\_, a corporation, as principal, and  
NATIONWIDE MUTUAL 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 **TWENTY MILLION  
THREE HUNDRED SIXTY NINE THOUSAND NINE HUNDRED TWO DOLLARS (\$20,369,902)** for the  
faithful performance of the annexed contract, and in the sum of **TWENTY MILLION THREE  
HUNDRED SIXTY NINE THOUSAND NINE HUNDRED TWO DOLLARS (\$20,369,902)** for the benefit of  
laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract with the City of 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 Article 2. Claimants,  
(iii) public works of improvement commencing with Civil Code Section 9100 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.

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

The Surety expressly agrees that the City of San Diego may reject any contractor or  
subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default  
by the Principal.

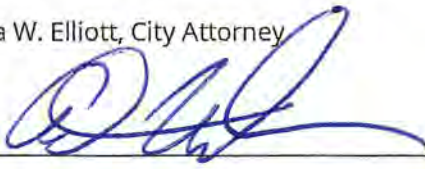
The Surety shall not utilize the Principal in completing the improvements and work specified  
in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: 

Mara W. Elliott, City Attorney  
By: 

Print Name: Claudia C. Abarca  
Director  
Purchasing & Contracting Dept.

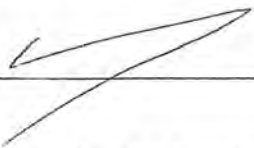
Print Name: MARA W. ELLIOTT  
Deputy City Attorney

Date: June 8, 2023

Date: 6/20/23

BURTECH  
CONTRACTOR PIPELINE, INCORPORATED

NATIONWIDE  
SURETY MUTUAL INSURANCE COMPANY

By: 

By:   
Attorney-In-Fact

Print Name: DOMINIC J. BURTECH, JR., PRESIDENT

Print Name: MARK D. IATAROLA, ATTORNEY-IN-FACT

Date: 5/8/2023

Date: MAY 5, 2023

500 NORTH BRAND BOULEVARD, SUITE 2000  
GLENDALE, CA 91203

Local Address of Surety

949/606-3819

Local Phone Number of Surety

PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE  
\$101,491.00

Premium

7901135418

Bond Number



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

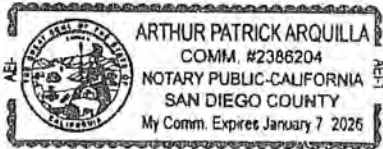
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of San Diego )  
 On 5/8/2023 before me, Arthur Patrick Arquilla, Notary Public  
Date Here Insert Name and Title of the Officer  
 Personally appeared Dominic Butsch  
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 [Handwritten Signature]  
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 \_\_\_\_\_ Document Date \_\_\_\_\_

Number of Pages \_\_\_\_\_ Signer(s) Other Than Named Above \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

|  |  |
|--|--|
| Signer's Name _____  | Signer's Name _____  |
| <input type="checkbox"/> Corporate Officer—Title(s) _____  | <input type="checkbox"/> Corporate Officer—Title(s) _____  |
| <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                      | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                      |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator                  | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator                  |
| <input type="checkbox"/> Other _____   | <input type="checkbox"/> Other _____   |

Signer Is Representing \_\_\_\_\_ Signer Is Representing \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of SAN DIEGO

On 5/5/2023 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*

personally appeared MARK D. IATAROLA  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Tracy Lynn Rodriguez  
*Signature of Notary Public*

**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: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

*[Handwritten Signature]*

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

*[Handwritten Signature]*

Notary Public  
My Commission Expires  
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5TH day of

MAY 2023

*[Handwritten Signature]*

Assistant Secretary

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

- 1. SCOPE OF WORK:** Construction of Encanto Improv 1 consists of the installation of approximately 13,439 feet (2.55 miles) of 8-inch and 12-inch sewer mains to replace existing 6-inch, 8-inch, and 12-inch sewer mains and installation of approximately 21,176 feet (4.01 miles) of 8-inch and 12-inch water mains to replace existing 6-inch, 8-inch and 12-inch water mains. Related work includes sewer and water abandonment and realignment, sewer lateral and water service replacement, water lateral with private replumbing, curb ramps installations, fire hydrants installation, street resurfacing, traffic control, and construction best management practices (BMPs).

If Additive Alternate F is awarded, construction includes bike lane improvements within the Encanto community.

**1.1.1.** The Notice Inviting Bids and Plans numbered **41745-01-D** through **41745-71-D**, inclusive.

**1.1.2.** The Notice Inviting Bids and Plans numbered **100679-01-D** through **100679-13-D**, inclusive.

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

**Appendix E – Location Maps.**

- 3. CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **589 Working Days**.

**ATTACHMENT B**  
**PHASED FUNDING PROVISIONS**

## PHASED FUNDING PROVISIONS

### 1. PRE-AWARD

**1.1.** Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

**1.1.1.** Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."

**1.2.** Contractor's failure to perform any of the following may result cancelling the award of the Contract:

**1.2.1.** Meeting with the City's Project Manager to discuss the Phased Funding Schedule.

**1.2.2.** Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

### 2. POST-AWARD

**2.1.** Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.

**2.2.** The City may issue the NTP for a subsequent phase before the completion of the preceding phase.



## PHASED FUNDING SCHEDULE AGREEMENT

**BID NUMBER: K-23-2165-DBB-3** \_\_\_\_\_

**CONTRACT OR TASK TITLE: ENCANTO IMPROV 1** \_\_\_\_\_

**CONTRACTOR: Burtech Pipeline Inc.** \_\_\_\_\_

| Funding Phase | Phase Description   | Phase Start | Phase Finish | Not-to-Exceed Amount  |
|---------------|---|-------------|--------------|---|
| 1             | <p>Installation of approximately 4,677 LF (0.89 miles) 8-inch sewer mains, including all, laterals, manholes, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances.</p> <p>(Sheet 41745-3-D and Sheet 41745-17-D to Sheet 41745-24-D)</p> <p>Installation of approximately 9,651 LF (1.83 miles) of 8-inch and 12-inch water main, including all associated water services, fire hydrants, laterals, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances.</p> <p>(Sheet 41745-41-D to Sheet 41745-56-D)</p> <p style="text-align: right;"><b>Phase 1 Total</b></p> | NTP         | 12/31/2023   | <p style="text-align: right;">\$1,899,022.21<br/>(Sewer)</p> <p style="text-align: right;">\$2,489,481.44<br/>(Water)</p> <p style="text-align: right;"><b>\$4,388,503.65</b></p> |
| 2             | <p>Installation of approximately 5,560 LF (1.05 miles) 8-inch and 12-inch sewer mains, including all, laterals, manholes, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances.</p> <p>(Sheet 41745-9-D to Sheet 41745-17-D)</p> <p>Installation of approximately 9,010 LF (1.71 miles) of 8-inch and 12-inch water main, including all associated water</p>   | 1/1/2024    | 12/31/2024   | <p style="text-align: right;">\$3,723,635.53<br/>(Sewer)</p> <p style="text-align: right;">\$4,862,579.74<br/>(Water)</p>   |

|   |   |          |     |  |
|---|---|----------|-----|--|
|   | <p>services, fire hydrants, laterals, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances.</p> <p>(Sheet 41745-29-D to Sheet 41745-40-D)</p> <p>Additive Alternate D and E – Pavement Resurfacing (Paving Alternate is \$787,069.96 of which \$596,277.93 will be paid by Transportation Department and \$190,792.03 to be paid by PUD.)</p> <p>Installation of Additive Alternate F – ENCANTO IMPROV. 1 (BL) STRIPING AND SIGNAGE IMPROVEMENT<br/>(Sheet 0100679-1-D through 0100679-13-D)</p> <p style="text-align: right;"><b>Phase 2 Total</b></p>  |          |     | <p>\$116,383.14<br/>(Water Paving)<br/>\$74,408.89<br/>(Sewer Paving)<br/>\$596,277.93<br/>(TD Paving)<br/>\$25,357.65<br/>(TD Cycle Tracks)</p> <p style="text-align: right;"><b>\$9,398,642.88</b></p> |
| 3 | <p>Installation of approximately 3,254 LF (0.62 miles) 8-inch and 12-inch sewer mains, including all, laterals, manholes, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances.</p> <p>(Sheet 41745-4-D to Sheet 41745-8-D)</p> <p>Installation of approximately 2,808 LF (0.53 miles) of 8-inch and 12-inch water main, including all associated water services, fire hydrants, laterals, curb ramps, traffic control, trench restoration, pavement resurfacing, and all other work and appurtenances.</p> <p>(Sheet 41745-25-D to Sheet 41745-28-D)</p> <p style="text-align: right;"><b>Phase 3 Total</b></p> | 1/1/2025 | NOC | <p>\$2,848,533.32<br/>(Sewer)</p> <p>\$3,734,222.16<br/>(Water)</p> <p style="text-align: right;"><b>\$6,582,755.47</b></p>  |

|  |                       |                                   |
|--|-----------------------|-----------------------------------|
|  | <b>Contract Total</b> | Ph 1 =<br><b>\$4,388,503.65</b>   |
|  |                       | Ph 2 =<br><b>\$9,398,642.88</b>   |
|  |                       | Ph 3 =<br><b>\$6,582,755.47</b>   |
|  |                       | Total =<br><b>\$20,369,902.00</b> |

**Notes:**

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

**CITY OF SAN DIEGO**

PRINT NAME: Yoftahe Ghiliamichael  
**Construction Senior Engineer**

Signature: *Yoftahe*

Date: 5/15/2023

PRINT NAME: Jaime A. Ramos  
**Design Senior Engineer**

Signature: *Jaime A. Ramos*

Date: 05/15/2023

**CONTRACTOR**

PRINT NAME: Dominic Burtch

Title: Owner

Signature: *[Signature]*

Date: 5/15/23

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

1. This document sets forth the following specifications:
  - a) The City's general EOCP requirements for all Construction Contracts.
  - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

#### B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

#### C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
  - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
  - b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

**D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

**1. Nondiscrimination in Contracting Ordinance.**

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree 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. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree 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. You, your Subcontractors, and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your 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 to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
  - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
  - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
  - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.



- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain 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.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that 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.

**F. SUBCONTRACTING.**

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
  - a) "Field Orders" and "City Contingency" Bid items.
  - b) Alternate Bid items.
  - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
  - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
    - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
    - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
    - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
    - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
    - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
  - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
  - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
  - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

**I. PROMPT PAYMENT.**

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

**K. CERTIFICATION.**

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
  - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
  - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
  - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
  - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
  - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

**L. CONTRACT RECORDS AND REPORTS.**

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

### **SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS**

**THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.**

#### **A. GENERAL.**

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:  
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegefeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

## B.

### DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their



capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

**C. SUBCONTRACTOR PARTICIPATION.**

- 1. For the purpose of satisfying subcontracting participation requirements, only 1<sup>st</sup> tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
  - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
  - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
  - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
    - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
  - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
  - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

**D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.**

1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
  - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
  - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
  - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
- a) Detailed explanation of the financial contribution for each partner.
  - b) List of personnel and equipment used by each partner.
  - c) Detailed breakdown of the responsibilities of each partner.
  - d) Explanation of how the profits and losses will be distributed.
  - e) Description of the bonding capacity of each partner.
  - f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
  - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
  - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
  - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
  - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

**F. MAINTAINING PARTICIPATION LEVELS.**

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

**G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.**

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
  - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
  - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
  - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
  - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
  - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

**H. GOOD FAITH EFFORT DOCUMENTATION.**

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City’s document titled “Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL.” The instructions for completing the good faith effort submittal can be found on the City’s website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

**I. SUBCONTRACTOR SUBSTITUTION.**

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

**J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.**

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

**K. RESOURCES.**

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
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**ATTACHMENT D**  
**PREVAILING WAGE**



## PREVAILING WAGE

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the 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 DIR, 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.
  - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

**Normal Working Hours** - Normal Working Hours shall be **7:00 AM – 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

### **SECTION 3 – CONTROL OF THE WORK**

- 3-2 SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.

- 3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", ADD the following:

7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G - Contractor's Daily Quality Control Inspection Report.**

- a) Slurry
- b) Asphalt Concrete Overlay

**3-9**

**TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a) Biological Technical Report dated July 2022 by Dudek
  - b) Coring Report dated March 4, 2021 by the City of San Diego
  - c) Potholing Report dated September 23, 2022 by AIRX Utility Surveyors, Inc.
6. The reports listed above are available for review at the following link:

[https://drive.google.com/drive/folders/1d\\_X5y9fpoiufAM0y6DHhB8dLRewN4O2G?usp=share\\_link](https://drive.google.com/drive/folders/1d_X5y9fpoiufAM0y6DHhB8dLRewN4O2G?usp=share_link)

**3-12.1**

**General.** To the "WHITEBOOK", ADD the following:

3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
  - a) Every Friday on a weekly basis.
  - b) 1 Working Day prior to each rain event.
  - c) As directed by the Engineer.

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

**3-15.3**

**Coordination.** To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Tooley Street to the north, Republic Street to the west, 69<sup>th</sup> Street to the east and Imperial Avenue to the south. See **Appendix F - Adjacent Projects Map** for the approximate locations. Coordinate the Work with the adjacent projects as listed below:
  - a) B22062 AC Water and Sewer Group 1029, Construction 4/10/2023 to 6/27/2024, Project Manager: Santiago Crespo, Ph: 619-533-3627
  - b) B22116 Asphalt Overlay Group 2110, Construction 10/4/2022 to 10/23/2023, Construction Manager: Mustafa Rasheed, Ph: 619-235-1999
  - c) B14099 Water Group 968, Construction 3/29/2021 to 3/29/2023, Construction Manager: Hassan Anjileli, Ph: 619-533-4639
  - d) B18203 Pipeline Rehabilitation AX-1, Construction 8/11/2020 to 4/17/2023, Construction Manager: Carlos Sarabia, Ph: 858-573-5038

- e) B22007 Encanto Improv 3, Construction 8/6/2025 to 7/23/2026, Project Manager: Mehrnaz Zare Afifi, Ph: 619-544-4656
  - f) B22108 AC Water & Sewer Group 1024, Construction 1/3/2023 to 8/7/2023, Construction Manager: Nariman Khomamizadeh, Ph: 619-533-3627
3. Encanto Elementary School:
- a) Construction work near Encanto Elementary School (822 65th St, San Diego, CA 92114) shall be completed while school is not in session or during the following hours to minimize school drop-off and dismissal: Mondays, Tuesdays, Wednesdays, and Fridays 8:30 AM – 1:30 PM; or Thursdays 12:30 PM – 5:30 PM. Contact Principal Audra Mandler ([amandler@sandi.net](mailto:amandler@sandi.net)) if work is to be done while school is in session.

#### **SECTION 4 - CONTROL OF MATERIALS**

**4-6 TRADE NAMES.** To the “WHITEBOOK”, ADD the following:

- 11. You shall submit your list of proposed substitutions for an “equal” item no later than **5 Working Days** after the issuance of the Notice of Intent to Award and on the City’s Product Submittal Form available at:

<https://www.sandiego.gov/ecp/edocref/>

#### **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

**5-4 INSURANCE.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

**5-4 INSURANCE.**

- 1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

**5-4.1 Policies and Procedures.**

- 1. You shall procure the insurance described below, at your 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 shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.



4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**5-4.2 Types of Insurance.**

**5-4.2.1 General Liability Insurance.**

1. Commercial General Liability Insurance shall 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 shall 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 shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall 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      | \$10,000,000               |
| Products/Completed Operations Aggregate Limit | \$10,000,000               |
| Personal Injury Limit                         | \$5,000,000                |
| Each Occurrence                               | \$5,000,000                |

#### **5-4.2.2 Commercial Automobile Liability Insurance.**

1. You shall 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 shall be outside the limits of the policy.

#### **5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of California Labor Code section 3700, you shall 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 this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

#### **5-4.2.4 Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.

5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

#### **5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

#### **5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.

2. You shall ensure the following:
  - a) The policy retroactive date is on or before the date of commencement of the Project.
  - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
  - a) Certify this to the City in writing, and
  - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract shall 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 of California, and that have been approved by the City.

**5-4.3.1 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 of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

**5-4.4 Evidence of Insurance.** You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include

as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

**5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall 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 shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall 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 shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

**5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.**

**5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall 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.

**5-4.5.3 Contractors Pollution Liability Insurance Endorsements.**

**5-4.5.3.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,

- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

**5-4.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**5-4.5.4.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

**5-4.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.4.2 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

**5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**5-4.7 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.

**5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

**5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

**5-10.3 Exclusive Community Liaison Services.** To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".
3. The Exclusive Community Liaison shall answer project-related questions from the general public; notify private property owners prior to the water abandonment scope located within easements; notify property owners prior to water service with private replumbing scope; notify property owners regarding street access and parking closures associated with the water replacement, sewer replacement, and street resurfacing; and notify property owners and answer questions regarding water shutdowns. The Exclusive Community Liaison shall post signage on each street with their contact information.

**ADD:**

**5-10.3.2 Weekly Updates Recipients.**

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Jaime Ramos, Senior Engineer, [jramosbanuel@san Diego.gov](mailto:jramosbanuel@san Diego.gov)

Jonard Talamayan, Project Manager, [jtalamayan@san Diego.gov](mailto:jtalamayan@san Diego.gov)

Dakota Adelpia, Project Engineer, [dadelphia@san Diego.gov](mailto:dadelphia@san Diego.gov)

TBD, Resident Engineer, [xxx@san Diego.gov](mailto:xxx@san Diego.gov)

**ADD:**

**5-10.4 Payment.** To the "WHITEBOOK", ADD the following:

3. The payment for Exclusive Community Liaison Services shall include services listed in Section 5-10.3 item 3.

**SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

**6-1.1 Construction Schedule.** To the "WHITEBOOK", ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
4. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".
5. All construction work related to 41745-D Sheets 3, 4, 8, 13, 14, 18, 20, and 24 shall be completed last. Contractor should make arrangements through the Resident Engineer to coordinate activities in the areas with SDG&E conflicts.
6. All construction work related to 41745-D Sheets 10-12 shall be completed last, including associated street resurfacing.

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared an **Addendum to Mitigated Negative Declaration** for **Encanto Improv 1 (Encanto Improvements 1)**, Project No. **702830**, and a **California Environmental Quality Act**, Project No. **29078, 386029** as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to Mitigated Negative Declaration and California Environmental Quality Act** as set forth in **Appendix A**.



2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-6.2.1 Archaeological and Native American Monitoring Program.** To the "WHITEBOOK", ADD the following:

4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

**6-6.2.2 Paleontological Monitoring Program.** To the "WHITEBOOK", ADD the following:

3. You shall retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

## **SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.1 General.** To the "WHITEBOOK", ADD the following:

4. The Bid item "**Protection Posts**" shall be installed per City of San Diego Standard Drawing WM-04. Protection post locations are identified in the 41745-D Plans.

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

5. This Contract **is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

## **SECTION 209 – PRESSURE PIPE**

**209-1.1.1 General.** To the "WHITEBOOK", ADD the following:

1. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
2. Refer to AWWA C900-16 for all references to AWWA C905.

**209-7.2 Requirements.** To the "GREENBOOK", DELETE the following:

Table 209-7.2, DELETE "or Polywrap" from "Type" Column.

## SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

**301-1.6 Preparatory Repair Work.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
  1. offset distance of the appurtenance from the curb face
  2. the limits of the appurtenance or corners of the vault/box
6. The quantities shown in the appendices are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.

9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Crushed Miscellaneous Base in accordance with 200-2.4, "Crushed Miscellaneous Base" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Crushed Miscellaneous Base, have been marked out in the field as "DO", Dig Out, also called Base Repairs.
14. The areas and quantities shown on the road segments and in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. 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", "Tack Coat" both preparation steps shall be performed the same day as the paving occurs.
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".
18. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
19. Following the asphalt placement, you 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, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.

20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) 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. Base repairs shall have a minimum depth of 10".
  - c. You shall repair marked out areas of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
  - d. When additional base material is required, then you shall use Crushed Miscellaneous Base in accordance with 200-2.4, "Crushed Miscellaneous Base" or as directed by the Engineer.
  - e. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
  - f. You 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.
  - g. 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 pavement. The areas for scheduled repairs have been marked on the street.
  - h. Base Repair. Areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Crushed Miscellaneous Base" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Crushed Miscellaneous Base", and minimum of 2 or 3 inches of Asphalt Concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the engineer. These areas have been marked on the pavement as "DO". The

Crushed Miscellaneous Base shall be in accordance with 200-2.4, "Crushed Miscellaneous Base". The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6.3.1 "General" Preliminary quantities are identified in the Contract appendix but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.

- i. Base repair with Asphalt Concrete Base. Areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General." Base Repairs shall not exceed 15% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.
- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. A base repair is considered unscheduled when it is not identified on the pavement with a "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of crushed miscellaneous base material placed or as directed by the Engineer.

**301-1.7 Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
- 2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
- 3. The areas and quantities shown on the road segments and in the 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 prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.

4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for **"Asphalt Concrete Base"** and **"Crushed Miscellaneous Base"**. No Payment shall be made for areas of over excavation as determined by the Engineer. No additional payment shall be made for unscheduled Asphalt Concrete Base.
5. Miscellaneous asphalt patching and tack coat for areas outside of the limits of resurfacing shall be included in the unit price for Bid Item **"Asphalt Pavement Repair"** and no additional payment shall be made therefore regardless of number and location of patches.
6. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

**301-2.4 Measurement and Payment.** To the "GREENBOOK", ADD the following:

Payment for Crushed Miscellaneous Base material installed shall be made at the Contract Unit Price for **"Crushed Miscellaneous Base"** per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer

### **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

**303-1.12 General.** To the "GREENBOOK" ADD the following:

Gravity retaining walls shall be installed at specific locations identified on the 41745-D plans to protect fire hydrants and air valves from potential slope failure. The height of the gravity retaining walls shall be specified per plan. Payment for gravity retaining walls shall be measured along the length of the wall and include excavation, disposal of excavated material, materials needed to install gravity retaining walls per City of San Diego Standard Drawing C-09, and backfill material.

**303-5.10.2 General.** To the "WHITEBOOK" ADD the following:

6. Bid items "Additional Sidewalk" and "Additional Curb" are not to be used for the final sidewalk and curb restoration from sewer laterals improvements and or/water services/hydrants improvements. Final restoration for impacted sidewalk panels and curb are to be included as part of the pipeline improvement items.

## SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

### ADD:

#### 306-1.1

#### High-line Phasing.

1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:
  - a) Phase I: See 41745-25-D to 41745-26-D
  - b) Phase II: 41745-27-D to 41745-30-D
  - c) Phase III: 41745-31-D to 41745-32-D
  - d) Phase IV: 41745-33-D to 41745-35-D
  - e) Phase V: 41745-36-D to 41745-38-D
  - f) Phase VI: 41745-39-D to 41745-40-D
  - g) Phase VII: 41745-41-D to 41745-44-D,
  - h) Phase VIII: 41745-45-D to 41745-49-D, 41745-52-D
  - i) Phase IV: 41745-50-D to 41745-51-D, 41745-53-D to 41745-54-D,
  - j) Phase X: 41745-55-D to 41745-56-D

#### 306-7.8.2.1

**General.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.
  - a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
  - b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

#### 306-8.8.4.1

**Water Services.** To the “WHITEBOOK”, ADD the following:

#### 306-8.8.4.1.1

#### Water Service with Private Replumbing.

1. Where water service with private replumbing are shown on the Plans, you shall install a new water service, meter box, and new private water pipes and connect the new pipe to the private house plumbing. The work shall be performed by a qualified licensed contractor in accordance with current building and plumbing codes.

#### **306-8.8.4.1.2 Location.**

1. The location and details of the replumbing Work shown on the Plans are approximate. You shall locate water service by using a remote locating device, potholing existing water service, or both for the connection to the new water main. The alignment for each new connection shall be selected such that the required length of pipe and disturbance to the private property are minimized.
2. Prior to any water service replumbing construction activity, you shall coordinate with the property owner and arrange for a video recording of existing conditions of the property in accordance with 7-9.1, "Video Recording of Existing Conditions".

#### **306-8.8.4.1.3 Permits.**

1. It shall be your responsibility to pay for, obtain, and get approval for any required permits for the Work to be done on private property. Submittal of the approved permits shall be a condition of Final Payment for each location.
2. The City has obtained the executed replumbing agreements with the property owners for this project. A copy of the agreements may be obtained from the City's Project Manager. You shall meet with the property owner and the Engineer prior to any Work and coordinate the details of the installation at each location. You shall notify the property owner a minimum of 10 Working Days before beginning Work on private property.

#### **306-8.8.4.1.4 Submittals.**

1. Prior to any water service replumbing construction activity, you shall submit a separate Working Drawing of the new connection for each property to the Engineer. Working Drawing submittal shall include a written approval by the property owner including and acknowledgment that the property owner has been provided a copy of the Working Drawings by you including any As-Built conditions.

#### **306-15.8 Pipeline Appurtenances.** To the "WHITEBOOK", ADD the following:

10. The Bid unit price for the "Water Service with Private Replumbing (1 inch)" shall include installation of new pipe and appurtenances connecting each existing property plumbing to the new water main, locating and capping or plugging the existing water service piping. It shall also include all work to tie new water service into the new proposed main, including but not limited to installation of new water meter boxes, restoration of private property irrigation, landscaping, ground cover, excavation, backfill and compaction, coordination with private property owner and/or representatives, acquiring permits necessary to install the new water service system, in place, and to restore private improvements to pre-Bid condition.



**SECTION 402 – UTILITIES**

**402-2 PROTECTION.** To the “WHITEBOOK”, item 2, ADD the following:

- g) Refer to **Appendix K - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

**402-6 COOPERATION.** To the “WHITEBOOK”, ADD the following:

- 1. Notify SDG&E at least **10 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

**SECTION 800 – MATERIALS**

**800-1.2.5 Mulch.** To the “WHITEBOOK”, item 3, subsection “i”, ADD the following:

Type 9 Mulch shall be 4 inches maximum in size.

**SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING**

**802-2.1 Project Biologist.** To the “WHITEBOOK”, ADD the following:

- 5. You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

**802-4 PAYMENT.** To the “WHITEBOOK”, item 1, subsection “e”, DELETE in its entirety and SUBSTITUTE with the following:

- e. The payment for the monitoring, reporting, and maintenance Work required during the maintenance period beyond the PEP in accordance with the Long Term Maintenance and Monitoring Agreement (LTMMMA) included in the Contract Documents includes payment for the Project Biologist when required, furnishing the required reports, site observations, and bond(s), and shall be included in the lump sum Bid item for the “25-Month Revegetation Maintenance and Monitoring Program”, unless otherwise specified.

**SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

**1001-1 GENERAL.** To the “WHITEBOOK”, ADD the following:

- 8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**

**ADDENDUM TO MITIGATED NEGATIVE DECLARATION/CALIFORNIA ENVIRONMENTAL  
QUALITY ACT**



THE CITY OF SAN DIEGO

## ADDENDUM TO MITIGATED NEGATIVE DECLARATION

Project No. 702830  
Addendum to MND No. 255100  
SCH No. 011091045

**SUBJECT:** Encanto Improvements 1: DEVELOPMENT SERVICES DEPARTMENT APPROVAL to construct approximately 2,439 linear feet (0.46 miles) of new PVC water mains (8 inches in diameter). New water mains would be installed via open trench. The project would replace-in-place 14,708 linear feet (2.79 miles) and realign approximately 4,070 linear feet (0.77 miles) of existing asbestos cement (AC) water mains (ranging from approximately 6 to 12 inches in diameter) with new PVC water mains (ranging from approximately 8 to 12 inches in diameter), including associated water services, fire hydrants, valves, water meters, and other appurtenances. Approximately 4,488 linear feet (0.85 miles) of water main will be abandoned within City Right-of-Way and an existing easement. The project proposes to replace-in-place approximately 10,194 linear feet (1.93 miles) and realign approximately 3,245 linear feet (0.61 miles) of existing vitrified clay (VC) sewer mains (ranging from approximately 6 to 12 inches in diameter) with new polyvinyl chloride (PVC) sewer mains (ranging from approximately 8 to 12 inches in diameter). Additional sewer improvements include the installation of associated laterals, the installation of approximately 31 new manholes, the replacement of approximately 45 manholes, manhole abandonment, 2,907 linear feet (0.58 miles) of sewer main abandonment, replacement of cleanouts, and other appurtenances. The project would also include replacement and/or improved curb ramps in various locations in the project area, sidewalk panel replacement, concrete street replacements, and street resurfacing. The project would also include permanent BMP installation. Approximately 0.56 acres of revegetation will be installed within the limits of work where impacts occur to natural land cover types. This work would occur within right-of-way & City easements on private property, outside the Coastal Zone, within the Encanto Community Plan Area, In Council District 4. APPLICANT: City of San Diego Engineering & Capital Projects Department.

### I. **SUMMARY OF PROPOSED PROJECT**

Project Location:

The Encanto Improvements 1 project is located within the Encanto Community Planning Area (Council District 4). Work for the water, sewer and road improvements would occur



within the City's paved right-of-way and private property (outside and within City easement) along Hilltop Drive, Elwood Avenue, 64th Street, Brooklyn Avenue, 69th Street, 66th Street, Madera Street, Wunderlin Avenue, Broadway, Bittern Street, Klauber Avenue, Eider Street, Attix Street, Republic Street, Tooley Street, Fulmar Street, Wren Street, Scimitar Drive, Winnett Street, Radio Drive, Paradise Street, Springfield Street, Oriole Street, Swan Street, Mulberry Street, and Akins Avenue.

Project Description:

**Water Improvements:** The proposed project would construct approximately 2,439 linear feet (0.46 miles) of new PVC water mains (8 inches in diameter). New water mains would be installed via open trench at depths ranging from 3 to 5 feet. The proposed width for trenching would be approximately 3 feet. The project would replace-in-place 14,708 linear feet (2.79 miles) and realign approximately 4,070 linear feet (0.77 miles) of existing asbestos cement (AC) water mains (ranging from approximately 6 to 12 inches in diameter) with new PVC water mains (ranging from approximately 8 to 12 inches in diameter), including associated water services, fire hydrants, valves, water meters, and other appurtenances. Existing water mains would be replaced via open trench within the same trench alignment and at the same or shallower depths as the existing mains and within new trenches, which would range from approximately 3 feet to 8 feet deep. Realigned water main depths range between 3 feet to 5 feet. The proposed width for trenching would be approximately 3 feet. Approximately 4,488 linear feet (0.85 miles) of water main will be abandoned within City Right-of-Way and an existing easement.

**Sewer Improvements:** The project proposes to replace-in-place approximately 10,194 linear feet (1.93 miles) and realign approximately 3,245 linear feet (0.61 miles) of existing vitrified clay (VC) sewer mains (ranging from approximately 6 to 12 inches in diameter) with new polyvinyl chloride (PVC) sewer mains (ranging from approximately 8 to 12 inches in diameter). Existing sewer mains would be replaced via open trench within the same trench alignment at the same depth or shallower than existing utilities, within the same trench alignment at deeper depth than existing utilities, and within new trenches, which would range from approximately 5 to 22 feet deep. Realigned sewer main depths range between 5 to 12 feet. New sewer main depths range between 5 to 22 feet. The proposed width for trenching would be approximately 3 feet.

Additional sewer improvements include the installation of associated laterals, the installation of approximately 31 new manholes, the replacement of approximately 45 manholes, manhole abandonment, 2,907 linear feet (0.58 miles) of sewer main abandonment, replacement of cleanouts, and other appurtenances.

The project would also include replacement and/or improved curb ramps in various locations in the project area, sidewalk panel replacement, concrete street replacements, and street resurfacing. The project would also include permanent BMP installation. Approximately 0.56 acres of revegetation will be installed within the limits of work where impacts occur to natural land cover types.



**PROPOSED SEWER TRENCH LOCATIONS & DEPTHS**

| Street Name          | Same Trench @ Same or Shallower Depth than Existing |            | Same Trench @ Deeper than Depth than Existing |            | New Trench & Alignment |            |
|----------------------|---|------------|---|------------|------------------------|------------|
|                      | Length (LF)   | Depth (LF) | Length (LF)                                   | Depth (LF) | Length (LF)            | Depth (LF) |
| Hilltop Drive        | 132   | 8          | 0   | 0          |                        |            |
| Elwood Avenue        | 43  | 9          | 20  | 9.5        |                        |            |
| 64th Street          | 85  | 5          | 90  | 18         | 536                    | 12         |
| Brooklyn Avenue      |   |            | 880   | 11         |                        |            |
| 69th Street          | 863   | 10         |   |            |                        |            |
| Madera Street        | 1489  | 9          | 1230  | 10         |                        |            |
| Wunderlin Avenue     | 819   | 8          | 220   | 9          | 72                     | 8          |
| Broadway             | 395   | 12         | 489   | 11         | 905                    | 10         |
| Bittern Street       | 365   | 16         | 690   | 13         |                        |            |
| Klauber Avenue       | 204   | 15         |   |            |                        |            |
| Eider Street         |   |            | 0   | 0          | 1451                   | 11         |
| Attix Street         | 185   | 12         |   |            |                        |            |
| Republic Street      | 561   | 9          | 0   | 0          | 97                     | 11         |
| Tooley Street        | 992   | 11         | 30  | 12         | 134                    | 11         |
| Fulmar Street        | 171   | 11         | 130   | 14         | 161                    | 20         |
| <b>TOTAL FOOTAGE</b> | <b>13,439 LF</b>                                    |            |   |            |                        |            |

**PROPOSED WATER TRENCH LOCATIONS & DEPTHS**

| Street Name     | Same Trench @ Same or Shallower Depth than Existing |            | Same Trench @ Deeper than Depth than Existing |            | New Trench & Alignment |            |
|-----------------|---|------------|---|------------|------------------------|------------|
|                 | Length (LF)   | Depth (LF) | Length (LF)                                   | Depth (LF) | Length (LF)            | Depth (LF) |
| 64th Street     | 196   | 4          |   |            | 511                    | 4          |
| 66th Street     | 35  | 4          |   |            | 544                    | 4          |
| Broadway        | 2686  | 4          | 74  | 6          |                        |            |
| Wren Street     | 380   | 4          |   |            | 806                    | 4          |
| Scimitar Drive  | 131   | 4          |   |            | 1398                   | 4          |
| Klauber Avenue  | 1022  | 4          |   |            |                        |            |
| Winnett Street  | 2129  | 4          |   |            |                        |            |
| Eider Street    |   |            |   |            | 1664                   | 4          |
| Attix Street    | 434   | 4          |   |            |                        |            |
| Radio Drive     | 1910  | 4          |   |            | 200                    | 4          |
| Paradise Street | 819   | 4          |   |            | 411                    | 4          |



|                      |                  |   |     |  |     |   |
|----------------------|------------------|---|-----|--|-----|---|
| Springfield Street   | 1277             | 4 |     |  | 550 | 4 |
| Oriole Street        | 1066             | 4 |     |  |     |   |
| Swan Street          | 401              | 4 |     |  | 322 | 4 |
| Tooley Street        | 1155             | 4 | 515 |  | 200 | 4 |
| Fulmar Street        | 381              | 4 |     |  |     |   |
| <b>TOTAL FOOTAGE</b> | <b>21,217 LF</b> |   |     |  |     |   |

More specific descriptions of construction methods are as follows:

**Construction Staging:** The proposed project would also require staging areas totaling approximately 4,000 square feet, which would be temporarily located on the streets or in empty lots in various locations throughout construction.

**Total Disturbance:** The project would include 2.4 acres of total excavation with depths ranging from 3 feet to 22 feet.

**Open Trenching:** The open trench method of construction will be used to complete portions of the Project. Trenches are typically 5-6 feet wide and are dug with excavators and similar large construction equipment.

**Abandonment:** Pipeline abandonment activities will have minimum surface/subsurface disturbance at both ends of the mains. Disturbance would be limited to removal of manholes and exposed pipe sections. Utility abandonment work activity would occur within the public right-of-way and within City easements.

**Geotech & Potholing:** No geotechnical investigation is required. Potholes will be required to locate in existing utilities and determine if there are any utility conflicts.

The Encanto Improvements 1 project is part of the City of San Diego's on-going Sewer Main and Water Main Replacement Program. The existing sewer and water mains are old and are nearing the end of their service life. Construction of the project will reduce maintenance requirements, correct hydraulic deficiencies, improve reliability and accessibility, and bring the sewer and water main systems up to current design standards.

The project would comply with the requirements described in the *Standard Specifications for Public Works Construction*, and California Department of Transportation's *Manual of Traffic Controls for Construction and Maintenance Work Zones*. A traffic controls plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. Best Management Practices will be required and specified within the approved Water Pollution Control Plan for erosion control and storm drain inlet protection.

## II. ENVIRONMENTAL SETTING



The Encanto Improvements 1 project would occur within the developed public right-of-way and previously disturbed private property within the City of San Diego described above under Summary of Proposed Project. Surrounding land uses include existing residential, industrial, institutional, commercial developments, and open space areas. See attached MND for the environmental setting for the overall Citywide Pipeline Projects.

### **III. SUMMARY OF ORIGINAL PROJECT**

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego's Development Services Department (DSD) and was certified by the City Council on November 30, 2011 (Resolution No. 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's Municipal Code Section 128.0306 and Section 15164(c) of State CEQA Guidelines addenda to environmental documents are not required to be circulated for public review.

### **IV. ENVIRONMENTAL DETERMINATION**

The City previously prepared and certified the Citywide Pipelines Project Mitigated Negative Declaration (MND) No. 255100/SCH No. 2011091045. Based on all available information in light of the entire record, the analysis in this Addendum, and pursuant to Section 15162 of the State CEQA Guidelines, the City has determined the following:

- There are no substantial changes proposed in the project which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was certified as complete or was adopted, shows any of the following:
  - a. The project will have one or more significant effects not discussed in the previous environmental document;
  - b. Significant effects previously examined will be substantially more severe than shown in the previous environmental document;



- c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous environmental would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based upon a review of the current project, none of the situations described in Sections 15162 and 15164 of the State CEQA Guidelines apply. No changes in circumstances have occurred, and no new information of substantial importance has manifested, which would result in new significant or substantially increased adverse impacts as a result of the project. Therefore, this Addendum has been prepared in accordance with Section 15164 of the CEQA State Guidelines. Public review of this Addendum is not required per CEQA.

## **V. IMPACT ANALYSIS**

The subsequent impact analysis is to demonstrate that environmental impacts associated with the project are consistent with the previously certified MND. The following includes the project-specific environmental review pursuant to the CEQA. The analysis in this document evaluates the adequacy of the MND relative to the project.

### ***Archaeological Resources***

The Citywide Pipelines Project MND No. 255100 concluded that pipeline projects located within the public right-of-way and city easements could result in significant environmental impacts relating to archaeological resources, which included mitigation to reduce impacts to archaeological resources to below a level of significance. Portions of the project area identified within the Encanto Improvements project would include excavation of previously undisturbed native soil which has the potential to contain sensitive archaeological resources.

To reduce potential archaeological resource impacts to below a level of significance, all excavation within previously undisturbed soil would be monitored by a qualified archaeologist or archaeological monitor and Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section VI.

### ***Biological Resources***

The Citywide Pipelines Project MND project concluded that pipeline projects located within the public right-of-way and city easements would not impact Sensitive Biological Resources or Environmentally Sensitive Lands (ESL) as defined in the Land Development Code and would not encroach into the City's Multi-Habitat Planning Area (MHPA). Portions of the project area identified with the Encanto Improvements 1 project would impact Tier IV vegetation. To confirm that potential



biological resource impacts are at below a level of significance, a Biological Technical Report was prepared by Dudek on behalf of the City of San Diego (July 2022). The Report concluded that the project would not result in direct permanent or temporary impacts to rare upland or wetland vegetation communities, including Diegan coastal sage scrub and Arundo-dominated riparian. The proposed project would result in impacts to 15.91 acres of Tier IV naturalized vegetation communities and land covers. The permanent and temporary impacts would occur to Disturbed Habitat, Urban/Developed, Non-Native Woodland, and Eucalyptus Woodland, which are considered by the San Diego Municipal Code, Land Development Code (LDC) Biology Guidelines (City of San Diego 2018) to be Tier IV land covers, which do not require mitigation. However, impacts to these land covers require compliance with LDC Landscape Standards (City of San Diego 2016) including erosion control and return to pre-impact conditions. Of the 15.91 acres of impact to Tier IV areas includes 15.35 acres of developed (e.g. paved) areas. The developed (e.g. paved) areas do not require revegetation. The remaining area (0.56 acres) will require revegetation as they are not developed (e.g. paved) areas.

None of the proposed impacts occur within the City of San Diego's MHPA. Habitat revegetation and erosion control treatments will be installed within temporary disturbance areas as design features of the project and implemented by the construction contractor with supervision by qualified biological and revegetation monitors. Details and specifications are included in a Revegetation Plan (2022) prepared by Dudek on behalf of the City. Furthermore, the Biological Technical Report (2022) provides revegetation plans and specifications details specific to the project.

The Biological Technical Report (2022) concluded no special status species are likely to occur in the project area. However, Cooper's hawk (California Department of Fish & Wildlife (CDFW) watch list and Multiple Species Conservation Program (MSCP)) could potentially nest in trees within the project area. These trees and vegetation are not subject to requirements for permanent impacts. Potential direct impacts to nesting Cooper's hawk on site may occur if construction occurs during the nesting season (2/1-9/15). To avoid indirect impacts, a nesting raptor survey shall be conducted by a Qualified Biologist within 10 days prior of the start of grading if construction occurs during the nesting season. If occupied nests are present within 300 feet of the construction area, construction must be avoided to the 300-foot buffer area around the nest until the juvenile birds have fledged. The project will also implement Section 300-1.1 of City of San Diego The "Whitebook" Standard Specifications For Public Works Construction 2021 Edition, which further ensures qualified biological monitors conduct these surveys and provide monitoring for construction activities.

Western bluebird could also be present in the project area but is not expected to nest. Given the mobile nature of these species, it is anticipated that project impacts would not result in direct impact to birds outside of the nesting season (2/1-9/15). Direct temporary impacts to suitable habitat for western Bluebird would be less than significant given the limited impacts to natural suitable habitat for species that are well adapted to urban areas.

Based on the Biological Technical Report (2022), Revegetation Plan, project design features, and compliance with City regulations, the project will not have substantial adverse effects; either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. The project will not have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or



by the California Department of Fish and Game or U.S. Fish and Wildlife. The project will not have a substantial adverse effect on federally protected wetlands as defined by section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. The project will not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. The project will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. The project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

### ***Paleontological Resources***

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. The project area is underlain by geologic formations that, with respect to paleontological fossil resource potential, are assigned a moderate to high sensitivity rating. Based on the proposed excavations in sensitive formations, construction of Encanto Improvements 1 project could result in potentially significant impacts to fossil resources.

To reduce potential impacts to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet, for new manholes, would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section VI.

Based on the foregoing analysis and information, there is no evidence that the project would require a major change to the Mitigated Negative Declaration. The project would not result in any new significant impact, nor would a substantial increase in the severity of impacts from that described in the Mitigated Negative Declaration result.

## **VI. MITIGATION, MONITORING, AND REPORTING PROGRAM (MMRP) INCORPORATED INTO THE PROJECT**

### **Cultural Resources (Archaeology)**

#### **I. Prior to Permit Issuance or Bid Opening/Bid Award**

##### **A. Entitlements Plan Check**

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

##### **B. Letters of Qualification have been submitted to ADD**

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the



project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.

2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

## **II. Prior to Start of Construction**

### **A. Verification of Records Search**

1. The PI shall provide verification to MMC that a site-specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

### **B. PI Shall Attend Precon Meetings**

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
  - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
  - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
  - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur



- i. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
  - ii. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
- 5. Approval of AME and Construction Schedule  
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

### III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
  - 1. The Archaeological Monitor shall be present fulltime during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.
  - 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
  - 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
  - 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVr). The CSVr's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly **(Notification of Monitoring Completion)**, and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
  - 1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
  - 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  - 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit



written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.

- a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.

- b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

- (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

- c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

- (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.

- (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

1. Procedures for documentation, curation and reporting

- a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of



- excavation (trench walls) shall be left intact.
- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
- c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

#### IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

##### A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

##### B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

##### C. If Human Remains **ARE** determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.



5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
  - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
  - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
  - c. To protect these sites, the landowner shall do one or more of the following:
    - (1) Record the site with the NAHC;
    - (2) Record an open space or conservation easement; or
    - (3) Record a document with the County.
  - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

D. If Human Remains are **NOT** Native American

1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

**IV. Night and/or Weekend Work**

- A. If night and/or weekend work is included in the contract
  1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV and submit to MMC via fax by 8AM of the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
    - c. Potentially Significant Discoveries



- If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
- d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
    1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
    2. The RE, or BI, as appropriate, shall notify MMC immediately.
  - C. All other procedures described above shall apply, as appropriate.

## V. Post Construction

### A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.
  - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
  - b. Recording Sites with State of California Department of Parks and Recreation  
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

### B. Handling of Artifacts

1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

### C. Curation of artifacts: Accession Agreement and Acceptance Verification



1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
  2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
  3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
  2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

## **Paleontological Resources**

### **I. Prior to Permit Issuance or Bid Opening/Bid Award**

#### A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

#### B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

### **II. Prior to Start of Construction**

#### A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-



house, a letter of verification from the PI stating that the search was completed.

2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
  - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet. Please Note: Monitoring for this project has been identified for all ground disturbing activities that is limited to areas of the project with previously undisturbed soils.
  - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
  - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
  - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
  - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule  
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.



### III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
  1. The monitor shall be present fulltime during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
  2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
  3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
  1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
  2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
  1. The PI shall evaluate the significance of the resource.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
    - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.

(1) Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

  - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been



made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

- d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.

(2) Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.

(3) Note for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting

- a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
- c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

**IV. Night and/or Weekend Work**

A. If night and/or weekend work is included in the contract

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.

2. The following procedures shall be followed.

a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSV and submit to MMC via the RE via fax by 8AM on the next business day.

b. Discoveries



All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.

- c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
  - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
- 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

#### **IV. Post Construction**

- A. Preparation and Submittal of Draft Monitoring Report
- 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
    - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
    - b. Recording Sites with the San Diego Natural History Museum  
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
  - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  - 4. MMC shall provide written verification to the PI of the approved report.
  - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
- 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
- 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
  - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and



shall return to PI with copy submitted to MMC.

4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)

1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution. A.

## VII. IMPACT SIGNIFICANCE

The MND identified that all impacts would be mitigated to below a level of significance through mitigation. This Addendum also identifies that all significant project impacts would be mitigated to below a level of significance, consistent with the previously certified MND.

## VIII. CERTIFICATION

Copies of the addendum, the adopted MND, the Mitigation Monitoring and Reporting Program, and associated project-specific technical appendices, if any, may be reviewed in the office of the Development Services Department, or purchased for the cost of reproduction.

*Sara Osborn*

Sara Osborn  
Senior Planner  
Development Services Department

11/30/2022

Date of Final Report

Analyst: Sara Osborn

Attachments:

Location Maps

Mitigated Negative Declaration No. 255100/SCH No. 2011091045

The Addendum to Mitigated Negative Declaration No. 255100 was not circulated for public review pursuant to San Diego Municipal Code (SDMC) Chapter 6, Article 9, Paragraph 69.0211 (Addenda to Environmental Reports). The final Addendum was distributed to the following City of San Diego staff members for informational purposes in accordance with CEQA Section 15164.

DISTRIBUTION:

City of San Diego  
Development Services  
Catherine Rom, Development Project Manager  
Sara Osborn, Senior Planner



Sam Johnson, MMC

Public Works

Gretchen Eicher, Senior Planner

Thomas Park, Associate Planner

Stephanie Bracci, Senior Planner







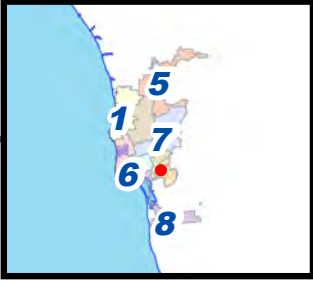
**ENCANTO IMPROV 1  
LOCATION MAP (2 OF 2)**

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**Legend**

- New Sewer Manholes
- Sewer Manhole Replacement
- Water Abandonment
- Sewer Abandonment
- New Sewer or Realignment
- New Water or Realignment
- Water Replacement - Same Depth or Shallower
- Sewer Replacement - Deeper than Existing
- Sewer Replacement - Same Depth or Shallower



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**THE CITY OF SAN DIEGO**

**MEMORANDUM**

**DATE:** December 8, 2022

**TO:** Everett Hauser, Program Manager, Transportation Department

**FROM:** Jordan Moore, Senior Planner, Planning Department  
Vanessa Sandoval, Associate Planner, Planning Department

**SUBJECT:** California Environmental Quality Act (CEQA) Guidelines Section 15162 Consistency Evaluation for the Proposed Resurfacing and Bikeway Project in Encanto

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The Environmental Policy Section of the Planning Department has completed a California Environmental Quality Act (CEQA) Guidelines Section 15162 consistency evaluation in compliance with Public Resources Code Section 21166 for the proposed resurfacing and bikeway project in the Encanto Neighborhoods Community Plan area along Broadway, Madera Street, and 66th Streets (hereinafter referred to as the “project”). This evaluation was performed to determine if conditions specified in CEQA Guidelines Section 15162 would require preparation of a subsequent Environmental Impact Report (EIR) or subsequent negative declaration (ND) for the project. As outlined in this memo, the Planning Department has determined that the project is consistent with the following certified environmental documents:

1. Final Program Environmental Impact Report (PEIR) for the Bicycle Master Plan (BMP) (Project No. 290781/SCH No. 2012061075) certified by San Diego City Council Resolution No. R-308597 on December 26, 2013; and
2. Final PEIR for the Southeastern San Diego and Encanto Neighborhoods Community Plan Update (Project No. 386029 / SCH No. 2014051075) certified by San Diego City Council Resolution No. R-310077 on December 02, 2015.

Implementation of the project would not result in new or more severe significant impacts over and above those disclosed in the previously certified environmental documents.

**Environmental Setting and Project Description**

The project is located along Broadway between Scimitar Drive and Madera Street; Madera Street between Hilger Street and 66th Street; and 66th Street between Madera Street and Imperial Avenue in the Encanto Neighborhoods Community Plan area in Council District 4 of the City of San Diego (City). The Encanto Neighborhoods Community Plan area is a predominantly urbanized and largely developed area in the eastern portion of the City.

The project includes the implementation of bicycle facilities along the above streets with planned resurfacing. An asymmetric bicycle facility with Class II and Class III uphill bicycle facilities (i.e. bicycle lanes and bicycle routes), and downhill sharrows will be installed with planned post-installation resurfacing. Signage will be installed, but the project will not require any parking to be removed.

The City's Bicycle Master Plan (BMP) proposes a Class III bicycle route that runs along Broadway between Scimitar Drive and Madera Street; Madera Street between Hilger Street and 66th Street; and 66th Street between Madera Street and Imperial Avenue. The Encanto Neighborhoods Community Plan Update (CPU) proposes Class III bicycle routes along 28th Street, L Street, Ocean View Boulevard and Alpha Street. According to the BMP, two Class I paths are already located in this area: one parallel to Interstate (I-)805 between Hilltop Drive and the railroad tracks, and one parallel to State Route (SR-)94 between Kelton Road and 60th Street. A Class II bicycle lane also exists along SR-94 between 60th Street and Mallard Street. Currently, there are Class II and Class III bicycle facilities along segments of Imperial Avenue, Valencia Parkway, and Euclid Avenue. Portions of Churchward Street and Skyline Drive also have Class II bicycle lanes. The project would connect new infrastructure to existing bicycle infrastructure, further expanding the citywide bicycle network.

### **Previously Certified CEQA Documents**

#### *Final PEIR for the Bicycle Master Plan (2013)*

The Final PEIR for the BMP found that implementation of the BMP would result in significant and unavoidable impacts related to transportation/circulation. Implementation of mitigation measures would reduce significant impacts to biological resources, historical resources, visual quality/neighborhood character, paleontological resources, and geologic conditions to a less than significant level.

#### *Final PEIR for the Southeastern San Diego and Encanto Neighborhoods Community Plan Update (2015)*

The Final PEIR for the Southeastern San Diego and Encanto Neighborhoods Community Plan Update (CPU) found that implementation of the CPU would result in significant and unavoidable impacts related to land use, transportation/circulation, air quality, noise, biological resources, hydrology/water quality, historical resources, paleontological resources, and geology. Mitigation measures were incorporated to address these significant impacts.

### **CEQA Guidelines Section 15162 Criteria**

When an EIR has been certified or an ND adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, based on substantial evidence in light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the ND was adopted, shows any of the following:

- A. The project will have one or more significant effects not discussed in the previous EIR or ND;
- B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
- C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

None of the three criteria listed above has occurred, therefore the Environmental Policy Section of the Planning Department has determined that there is no need to prepare subsequent or supplemental environmental documents for the project. The Final PEIR for the Bicycle Master Plan, and the Final PEIR for the Southeastern San Diego and Encanto Neighborhoods Community Plan Update have been incorporated by reference pursuant to CEQA Guidelines Section 15150.

### **Environmental Analysis**

The discussion below provides an analysis of the project's consistency with the issue areas that were examined in detail and determined to have potentially significant environmental impacts in the Final PEIR for the CPU and the Final PEIR for the BMP.

### **Land Use**

#### **CPU PEIR**

The Final PEIR for the CPU found that the CPU is consistent with the City's General Plan, SANDAG's Regional Comprehensive Plan, SANDAG's 2050 Regional Transportation Plan, Chollas Creek Enhancement Program, the Pedestrian Master Planning Effort, Environmentally Sensitive Lands (ESL) Regulations, Historical Resources Regulations, Multiple Species Conservation Program (MSCP) Subarea Plan, Multi-Habitat Planning Areas (MHPA), and the Airport Land Use Compatibility Plan (ALUCP) for San Diego International Airport. The PEIR found that there would be no impacts related to conflicts with the City's General Plan, SANDAG's Regional Comprehensive Plan, SANDAG's 2050 Regional Transportation Plan, Chollas Creek Enhancement Program, or the Pedestrian Master Planning Effort. Impacts related to conflicts with the ESL Regulations, Historical Resources Regulations, MSCP Subarea Plan, and MHPA would be less than significant with mitigation. The PEIR also found that there would be no impacts related to conflicts with the ALUCP for San Diego International Airport.

#### **Encanto Resurfacing Project**

The project's consistency with the General Plan Mobility Element and transportation plans and policies is discussed in the Transportation section, below. The project is located within existing public rights-of-way and would not affect any sensitive biological resources or conflict with the Chollas Creek Enhancement Program, ESL Regulations, MSCP Subarea Plan, or MHPA. The project

would not require excavation that could potentially affect buried archaeological resources or human remains, nor would it impact any prehistoric or historic buildings, structures, objects or sites, or existing religious or sacred uses. Thus, the project would not conflict with the City's Historical Resources Regulations. The project does not include any features that would be incompatible with the ALUCP for San Diego International Airport; nor would the proposed bicycle facilities physically divide an established community. Impacts would be less than significant.

In addition, the project would also be consistent with the City's Climate Action Plan (CAP). Implementation of the project would result in minimal greenhouse gas (GHG) emissions associated with the use of construction equipment to install the Class II and III bicycle facilities and signage. Operation of the project is not anticipated to result in GHG emissions as the facilities would be used by bicyclists, and this mode of active transportation does not emit GHGs. The project's consistency with the six strategies of the CAP is detailed below.

*Strategy 1 – Decarbonization of the Built Environment:* The project would not construct any new buildings; therefore, the project would not conflict with the goals and strategies identified in Strategy 1.

*Strategy 2 – Access to Clean & Renewable Energy:* The project does not include any features that would change the source of any energy supplied, increase operational energy demand, or interfere with the City of San Diego's transition to renewable energy sources. Thus, the project would not conflict with the goals and strategies identified in Strategy 2.

*Strategy 3 – Mobility & Land Use:* The project would not conflict with any local, state, or federal plans, programs, policies, or regulations supporting the transportation system (see the Transportation section, below, for a discussion on the project's consistency with the applicable transportation plans. Thus, the project would not conflict with the goals and strategies identified in Strategy 3.

*Strategy 4 – Circular Economy & Clean Communities:* Solid waste generated from project construction would be recycled and/or disposed of in accordance with City's Construction and Demolition Debris Diversion Deposit Program Ordinance (SDMC Section 66.0601 et seq.). Therefore, the project would not conflict with the goals and strategies identified in Strategy 4.

*Strategy 5 – Resilient Infrastructure and Healthy Ecosystems:* The project would not impact any sensitive biological resources; thus it would not conflict with the goals and strategies identified in Strategy 5.

*Strategy 6 – Emerging Climate Actions:* Strategy 6 addresses those GHG emissions that will remain after all currently identified measures and actions have been achieved, which account for roughly 20% of total GHG emissions by 2035. To succeed in the City's overall goal, the City must continue to identify additional actions, pursue technological innovation, expand partnerships, and support research that reduces GHG emissions in all sectors. While Strategy 6 is not directly applicable to the project, the project would not conflict with the City's actions to implement Strategy 6.



## **Transportation/Circulation**

### CPU PEIR and BMP PEIR

The Final PEIR for the CPU found that impacts related to an increase in projected traffic which is substantial in relation to the existing traffic load and capacity of the street system; the addition of a substantial amount of traffic to a congested freeway segment, interchange, or ramp; and substantial impacts upon an existing or planned transportation system would be significant and unavoidable. Impacts related to substantial alterations to present circulation movements including effects on existing public access areas, or related to conflicts with adopted policies, plans or programs supporting alternative transportation modes would be less than significant.

The Final PEIR for the BMP found that impacts associated with construction of on-street bikeways without widening would be less than significant as construction would be short term, and construction vehicle traffic would not substantially add to the existing traffic volumes on roadways. Furthermore, staging and/or work areas within streets and/or rights-of-way that could require temporary partial or full lane closures would be required to implement a construction traffic control plan to minimize potential short-term traffic impacts. The Final PEIR also found that operation of bikeways would not generate motorized traffic and would likely have a beneficial impact on traffic generation, since they would reduce motorized traffic demand by improving bike accessibility. However, a potentially significant impact could occur if the installation of on-street bikeways without widening would require restriping of existing public streets and rights-of-way that would alter the existing lane configuration of the roadway by removing one or more travel and/or turn lanes, potentially impacting the capacity for vehicles on the roadway.

The Final PEIR for the BMP found that construction of on-street bikeways without widening would have a less than significant impact associated with existing public access to beaches, parks, or other open space areas as construction activities would be temporary, any restriping of existing lanes would be conducted during off-peak periods, and implementation of a construction traffic control plan would minimize potential short-term traffic impacts and identify temporary alternate access points. Emergency vehicle access to public and private properties would be maintained. However, restriping of existing public streets and rights-of-way that would alter the existing lane configuration of the roadway by removing one or more travel and/or turn lanes and/or sidewalks could potentially affect circulation movements, including existing public access to beaches, parks, or other open space areas.

The Final PEIR for the BMP found that implementation of a construction traffic control plan would result in less than significant impacts regarding traffic hazards during construction. Bikeways would conform to the requirements of the California Public Utilities Commission for all bikeway facilities located adjacent to, near, or over the railroad/light rail right-of-way, and no non-standard design features would be constructed. Furthermore, the addition of signage and striping to existing roadways would improve way-finding for bicyclists, alert drivers to the presence of bicyclists, and help roadway users more effectively share the public right-of-way. The Final PEIR also found that the BMP would support local, state, or federal land use plans, policies, or regulations supporting alternative transportation models through improvements to infrastructure, education, and coordination. Impacts would be less than significant.

### Encanto Resurfacing Project

The project will restripe portions of the existing roadways along Broadway, Madera, and 66th Streets to install an asymmetric bicycle facility with Class II and Class III bicycle facilities (i.e. bicycle lanes and bicycle routes). Downhill sharrows will be installed with planned post-installation resurfacing, and wayfinding signage will also be installed, but the project will not require any parking to be removed. The project would implement policies in the General Plan Mobility Element and BMP which call for identifying and implementing a network of bikeways that is feasible, fundable, and serve bicyclists' needs; developing a bikeway network that is continuous, closes gaps in the existing system, improves safety, and serves important destinations; and upgrading existing roadways to enhance bicycle travel, where feasible (see BMP Policy 2/ General Plan Mobility Element, Policy ME-F.2; BMP Policy 2a/ General Plan Mobility Element, Policy ME-F.2.a ; and BMP Policy 2c.ii/General Plan Mobility Element, Policy ME-F.2.c).

The project would also implement policies in the CPU which encourage walkable, mixed-use development with integrated land use and mobility planning that encourages active modes of transportation, including way finding and designated routes for walking and biking. The CPU also calls for the need to plan for lane widths that accommodate high quality bicycle facilities in Encanto; and include more walkable and bicycle friendly streets, accessible and enhanced transit options, and comprehensive parking strategies. Finally, the CPU also includes the following Mobility Element Policies which promote walking, bicycling, and mass transit, through infrastructure improvements.

**P-MO-7:** Where feasible, repurpose right-of-way to provide and support a continuous network of safe, convenient, and attractive bicycle facilities, connecting Encanto Neighborhoods to the citywide bicycle network.

**P-MO-10:** Provide multi-modal access through the integration of transit within employment areas and the creation of safe and direct bicycle and pedestrian connections (refer to General Plan Policies UD-D.1 through D.3).

Therefore, the project aligns with the policies included in the CPU and will not conflict with any adopted policies, plans, or programs supporting the transportation system.

The project would not alter the existing lane configuration of the project area by removing one or more travel and/or turn lanes. Thus, the project would not directly impact the existing street system, nor would it impact circulation movements and access to public areas. Furthermore, the City's Transportation Study Manual (September 2020) identifies the addition of bicycle facilities, traffic wayfinding signage, and new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public-rights-of-way as project types that would not result in increased vehicle travel, would have a less than significant vehicle miles travelled (VMT) impact, and can be screened out from performing VMT analysis. Thus, impacts associated with VMT would be less than significant. The project would comply with all design guidelines and regulations and would not include any non-standard features that could result in a traffic hazard. Impacts would be less than significant.



## **Air Quality**

### CPU PEIR

The Final PEIR for the CPU found that the CPU would conflict with implementation of the Regional Air Quality Strategy (RAQS) because buildout of the CPU would result in greater future emissions than what was accounted for in the RAQS; thus, impacts would be significant and unavoidable. The Final PEIR also found that implementation of the CPU would substantially contribute to the existing violation of state and federal ambient air quality standards for ozone; thus, impacts would be significant and unavoidable. The CPU would not expose sensitive receptors to substantial pollution concentrations or result in the substantial alteration of air movement; thus, impacts would be less than significant.

### Encanto Resurfacing Project

The project would not conflict with implementation of the RAQS as it is not proposing growth that is greater than what was assumed in the RAQS. Construction emissions would occur during the restriping of the streets to demarcate the bicycle facilities and the installation of the flex posts and signage. Construction emissions are anticipated to be minimal and would not exceed the significance threshold levels established for ozone. The project would not generate operational emissions. Consistent with the Final PEIR for the CPU, the project would not result in substantial pollution concentrations as the project would not increase vehicular usage of Broadway, Madera Street, and 66th Streets such that it would result in substantial pollution concentrations. The project does not involve the construction of future development that would cause a substantial alteration of air movement. Impacts would be less than significant.

## **Noise**

### CPU PEIR

The Final PEIR for the CPU found that implementation of the CPU would result in the exposure of people to future transportation noise levels which exceed the land use compatibility standards established in the General Plan, and impacts would be significant and unavoidable. The Final PEIR also found that implementation of the CPU would result in significant and unavoidable impacts related to a significant increase in the existing ambient noise levels. Implementation of the CPU would result in the exposure of people to noise levels which exceed standards established in the Noise Abatement and Control Ordinance, and impacts would be less than significant with mitigation.

### Encanto Resurfacing Project

The project includes the installation of an asymmetrical bicycle facility with Class II and Class III bicycle facilities, downhill sharrows and wayfinding signage on existing developed roadways and would not result in future transportation noise levels which exceed the City's Land Use - Noise Compatibility levels. The project would not construct new development that would increase ambient noise levels or generate any operational noise that would conflict with the City's Noise Abatement and Control Ordinance, and the project would comply with the City's construction noise limits. Impacts would be less than significant.

## **Biological Resources**

### CPU PEIR and BMP PEIR

The Final PEIR for the CPU found that impacts related to an adverse effect on sensitive plant and wildlife species and on wetlands would be less than significant with mitigation. Impacts related to an adverse effect on migratory wildlife or an adverse effect on the City's MSCP would also be less than significant with mitigation. Finally, the Final PEIR found that impacts related to introducing land uses within an area that could have a substantial adverse effect on the City's MHPA would also be less than significant with mitigation. Implementation of the City's Land Use Adjacency Guidelines (LUAGs) would further reduce potential impacts.

The Final PEIR for the BMP found that on-street bikeways without widening would be developed inside the footprint of existing roadways that have already been cleared of biological resources; thus, they would not directly impact sensitive species or habitats, or wildlife corridors or nursery sites. Although on-street bikeways without widening are intended for use of non-motorized bicycles on existing roadways, the Final PEIR found that indirect impacts to sensitive species and habitats, or wildlife corridors or nursery sites could occur if bicycle facilities are located adjacent to the MHPA, sensitive habitats where sensitive species are present, or wildlife corridors or nursery sites. The development of on-street bikeways without widening would not conflict with any local, regional, or state Habitat Conservation Plan or local policies or ordinances protecting biological resources as these facilities would occur in existing roadways that have already been cleared of biological resources and are not within preserved lands.

#### Encanto Resurfacing Project

The project includes the installation of an asymmetrical bicycle facility with Class II and Class III bicycle facilities, downhill sharrows and wayfinding signage on existing developed roadways that contain no sensitive biological resources. The project is not located adjacent to the MHPA, sensitive habitats, or a wildlife corridor or nursery site and would not directly or indirectly impact the MHPA, or sensitive habitats or wildlife. The project would not conflict with any local, regional, or state Habitat Conservation Plan or local policies or ordinances protecting biological resources. Impacts would be less than significant.

### **Hydrology/Water Quality**

#### CPU PEIR

The Final PEIR for the CPU found that impacts related to an adverse effect on hydrology or water quality associated with increased runoff, and impacts related to increased runoff would be less than significant with mitigation. Impacts related to increased pollutant discharges would also be less than significant with mitigation. The CPU PEIR found that impacts related to adverse effects on regional water quality, including groundwater, and impacts related to effects on people or structures or a risk of loss, injury, or death involving flooding, including as a result of dam or levee failure would be less than significant.

#### Encanto Resurfacing Project

The project includes the installation of an asymmetrical bicycle facility with Class II and Class III bicycle facilities, downhill sharrows and wayfinding signage on existing developed roadways and would not result in impacts related to increased runoff or increased pollutant discharges. The project would also not result in adverse effects on regional water quality or increase risks of loss, injury, or death involving flooding. Impacts would be less than significant.

## **Historical Resources**

### CPU PEIR and BMP PEIR

The Final PEIR for the CPU found that future development and redevelopment under the CPU could result in the alteration of a prehistoric or historic building, structure, object or site. Impacts would be less than significant with mitigation. The PEIR also found that impacts to existing religious or sacred uses or the disturbance of any human remains, including those interred outside of formal cemeteries, would be less than significant with mitigation.

The Final PEIR for the BMP found that the installation of on-street bikeways without widening would not directly impact above-ground historical resources as they would be developed inside the footprint of existing developed roadways. Similarly, the installation of on-street bikeways without widening would not directly impact subsurface resources, including human remains, since the underlying substrate has been previously disturbed in conjunction with roadway development. However, the installation of traffic lights, utility work, or major signage requiring excavation could potentially affect buried archaeological resources and human remains and result in a significant direct impact. The Final PEIR found that implementation of on-street bikeways without widening would not have a significant indirect impact on prehistoric or historic buildings, structures, objects or sites, existing religious or sacred uses, or human remains.

### Encanto Resurfacing Project

The project includes the installation of an asymmetrical bicycle facility with Class II and Class III bicycle facilities, downhill sharrows and wayfinding signage on existing developed roadways and would not directly impact above-ground historical resources. Although the project would install signs, this would not require excavation that could potentially affect buried archaeological resources or human remains. The project would not indirectly impact prehistoric or historic buildings, structures, objects or sites, existing religious or sacred uses, or human remains. Impacts would be less than significant.

## **Visual Quality/Neighborhood Character**

### BMP PEIR

The Final PEIR for the BMP found that any potential view blockage or negative aesthetic associated with the presence of construction equipment would be temporary and would be removed when the project is completed. The installation of on-street bikeways without widening would not block existing views or result in a negative aesthetic as they would be located in an existing roadway, have a small footprint and low profile, and would not open up a new area for development. Similarly, construction and operation of on-street bikeways without widening would not exceed height or bulk regulations; result in the loss of community symbols, landmarks or trees; or change the existing neighborhood character. Impacts would be less than significant.

The Final PEIR for the BMP found that the installation of on-street bikeways without widening would not be expected to require excavation or grading; thus impacts associated with substantial landform alteration would be less than significant. The Final PEIR also found that lighting and glare associated with construction activities would temporary and operation of these bicycle facilities would not require lighting in addition to what already exists along roadways. Impacts would be less than significant.

### Encanto Resurfacing Project

The project involves the installation of an asymmetrical bicycle facility with Class II and Class III bicycle facilities, downhill sharrows and wayfinding signage on existing roadways. The project would not block a scenic view or vista, nor does it include any grading or ground disturbing activities that would substantially alter the existing landform. The installation of flex posts and signage along Broadway, Madera, and 66th Streets would not substantially alter the existing aesthetic or neighborhood character. The project would not remove any distinctive or landmark trees and would not create substantial light or glare as lighting would be provided by the existing street lights. Impacts would be less than significant.

### **Paleontological Resources**

#### CPU PEIR and BMP PEIR

The Final PEIR for the CPU found that impacts related to a substantial adverse effect on paleontological resources in a high or moderate resource potential geologic deposit/formation/rock unit would be less than significant with mitigation. The Final PEIR for the BMP found that the installation of on-street bikeways without widening would not require grading and would have no impact on paleontological resources.

#### Encanto Resurfacing Project

The project does not involve grading or other ground disturbing activities. No impacts to paleontological resources would occur.

### **Geologic Conditions**

#### CPU PEIR and BMP PEIR

The Final PEIR for the CPU found that impacts related to the exposure of people or structures to geologic hazards such as earthquakes, landslides, mudslides, ground failure or similar hazards would be less than significant with mitigation. Compliance with the California Building Code and the City's Land Development Code and Building Regulations would help to reduce impacts to less than significant. The Final PEIR found that impacts related to an increase in wind or water erosion of soils would also be less than significant with mitigation. Finally, the Final PEIR found that impacts related to structures located on unstable geological units or soils would be less than significant.

The Final PEIR for the BMP found that construction and operational impacts related to geologic conditions for on-street bikeways without widening would be less than significant unless the existing roadway was not adequately constructed and/or shows signs of damage or risk from geologic conditions.

#### Encanto Resurfacing Project

The project involves the installation of an asymmetric bicycle facility with Class II and Class III bicycle facilities, downhill sharrows and wayfinding signage and would not expose people or structures to potential substantial adverse effects associated with geologic conditions. Existing signs of damage along Broadway, Madera, and 66<sup>th</sup> Streets can be attributed to traffic along these streets, and not from an existing geologic condition. Impacts would be less than significant.

**Conclusion**

For the reasons described above, the Planning Department has determined that the project is consistent with and is adequately addressed in the Final PEIR for the Southeastern San Diego and Encanto Neighborhoods Community Plan Update (Project No. 386029 / SCH No. 2014051075) certified by San Diego City Council Resolution No. R-310077 on December 02, 2015, and the Final PEIR for the Bicycle Master Plan (Project No. 290781/SCH No. 2012061075) certified by San Diego City Council Resolution No. R-308597 on December 26, 2013. This activity is a subsequent discretionary action and is not considered to be a separate project for the purposes of CEQA review pursuant to CEQA Guidelines Sections 15378(c) and 15060(c)(3). Pursuant to CEQA Statute Section 21166 and CEQA Guidelines Section 15162, there is no change in circumstance, additional information, or project changes to warrant additional environmental review for this action.

  
\_\_\_\_\_  
Jordan Moore, Senior Planner  
Planning Department

12/08/2022  
Date

Attachments: 1. Encanto Proposed Resurfacing and Bikeway Location Map

cc: Esmeralda White, Associate Traffic Engineer, Transportation Department  
Rebecca Malone, AICP, Program Manager, Planning Department  
Vanessa Sandoval, Associate Planner, Planning Department



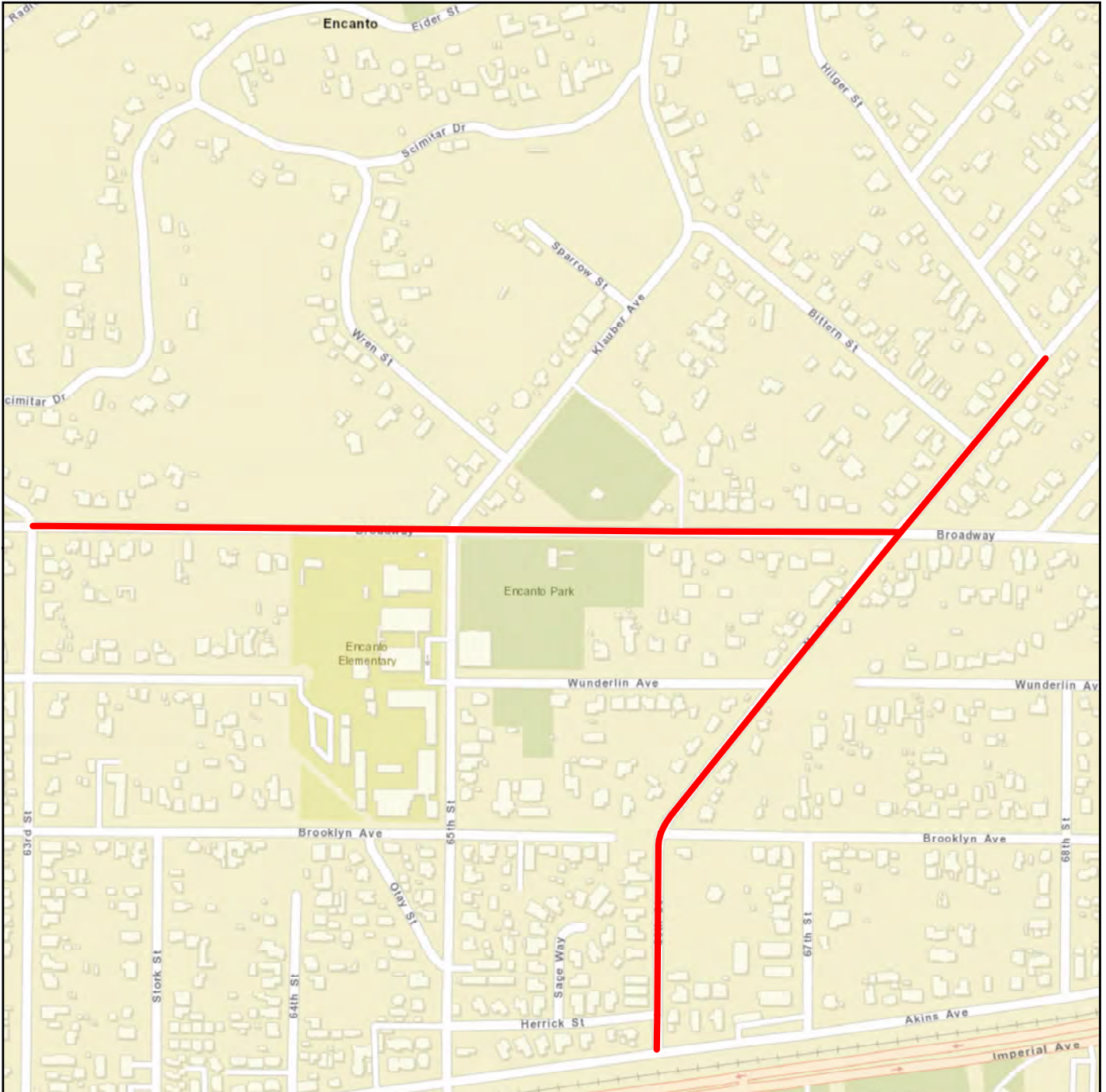
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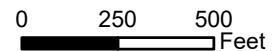
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Path: S:\TEO\EO-Multi-Modal\GIS Data\BIKE CIP PROJECTS\IMXD\Encanto Improv 1.mxd 11/8/2022 EWhite

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— EncantoImprov1



COMMUNITY NAME: Encanto Neighborhood Community

IO NO: 21004804

Date: 11/8/2022

COUNCIL DISTRICT: 4



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**For Program Environmental Impact Report (PEIR), please refer to the following link:**

[https://drive.google.com/file/d/1jv6PTBjdVlp0nXkbfw4upeDnyP5t94e4/view?usp=share\\_link](https://drive.google.com/file/d/1jv6PTBjdVlp0nXkbfw4upeDnyP5t94e4/view?usp=share_link)

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**



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

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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| <b>SUBJECT<br/><br/>FIRE HYDRANT METER PROGRAM<br/>(FORMERLY: CONSTRUCTION METER<br/>PROGRAM)</b> | <b>PAGE 4 OF 10</b>            | <b>EFFECTIVE DATE<br/><br/>October 15, 2002</b> |
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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

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

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



|   |                                |   |
|---|--------------------------------|---|
| <b>CITY OF SAN DIEGO CALIFORNIA<br/>DEPARTMENT INSTRUCTIONS</b>                                   | <b>NUMBER<br/>DI 55.27</b>     | <b>DEPARTMENT<br/>Water Department</b>          |
| <b>SUBJECT<br/><br/>FIRE HYDRANT METER PROGRAM<br/>(FORMERLY: CONSTRUCTION METER<br/>PROGRAM)</b> | <b>PAGE 8 OF 10</b>            | <b>EFFECTIVE DATE<br/><br/>October 15, 2002</b> |
|   | <b>SUPERSEDES<br/>DI 55.27</b> | <b>DATED<br/>April 21, 2000</b>                 |

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.

|   |                                |   |
|---|--------------------------------|---|
| <b>CITY OF SAN DIEGO CALIFORNIA<br/>DEPARTMENT INSTRUCTIONS</b>                                   | <b>NUMBER<br/>DI 55.27</b>     | <b>DEPARTMENT<br/>Water Department</b>          |
| <b>SUBJECT<br/><br/>FIRE HYDRANT METER PROGRAM<br/>(FORMERLY: CONSTRUCTION METER<br/>PROGRAM)</b> | <b>PAGE 9 OF 10</b>            | <b>EFFECTIVE DATE<br/><br/>October 15, 2002</b> |
|   | <b>SUPERSEDES<br/>DI 55.27</b> | <b>DATED<br/>April 21, 2000</b>                 |

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.

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

|        |      |
|--------|------|
| 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.)<br><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:<br><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> |        |                      |            |

|   |                         |
|---|-------------------------|
| <b>Fire Hydrant Meter Removal Request</b>               | 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: <b>\$ 936.00</b>       | Fees Amount: <b>\$ 62.00</b>     |
| Meter Serial #                      | Meter Size: <b>05</b>                  | Meter Make and Style: <b>6-7</b> |
| 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 WITH CASH FLOW FORECAST**



|                             |                 |
|-----------------------------|-----------------|
| WBS #:                      | B18108          |
| Date Submitted:             | 10/10/2018      |
| NTP Date:                   | 3/23/2018       |
| Final Statement of WD Date: | 5/23/2020       |
| Contract #:                 | K-XX-XXXX-XXX-X |
| Contract Amount:            | \$5,617,000     |

## Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

| Year | January | February | March   | April     | May       | June    | July    | August  | September | October | November  | December  |
|------|---------|----------|---------|-----------|-----------|---------|---------|---------|-----------|---------|-----------|-----------|
| 2018 |         |          |         | 15,000    | 25,000    | 52,000  | 52,000  | 100,000 | 10,000    | 100,000 | 100,000   | 100,000   |
| 2019 | 10,000  | 10,000   | 85,000  | 58,000    | 100,000   | 100,000 | 100,000 | 100,000 | 100,000   | 100,000 | 1,000,000 | 1,000,000 |
| 2020 | 100,000 | 100,000  | 100,000 | 1,000,000 | 1,000,000 |         |         |         |           |         |           |           |
| 2021 |         |          |         |           |           |         |         |         |           |         |           |           |
| 2022 |         |          |         |           |           |         |         |         |           |         |           |           |
| 2023 |         |          |         |           |           |         |         |         |           |         |           |           |
| 2024 |         |          |         |           |           |         |         |         |           |         |           |           |
| 2025 |         |          |         |           |           |         |         |         |           |         |           |           |

SAMPLE REFERENCE

**APPENDIX E**  
**LOCATION MAPS**







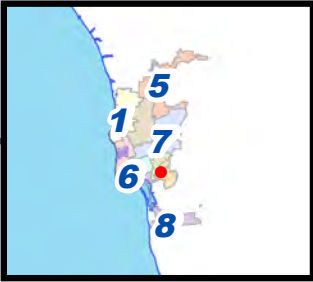
**ENCANTO IMPROV 1  
LOCATION MAP (2 OF 2)**

SENIOR ENGINEER  
JAIME RAMOS  
619-533-5103

PROJECT MANAGER  
JONARD TALAMAYAN  
619-533-4116

PROJECT ENGINEER  
DAKOTA ADELPHIA  
619-533-3125

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

- New Sewer Manholes
- Sewer Manhole Replacement
- Water Abandonment
- Sewer Abandonment
- New Sewer or Realignment
- New Water or Realignment
- Water Replacement - Same Depth or Shallower
- Sewer Replacement - Deeper than Existing
- Sewer Replacement - Same Depth or Shallower



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**APPENDIX F**  
**ADJACENT PROJECTS MAP**

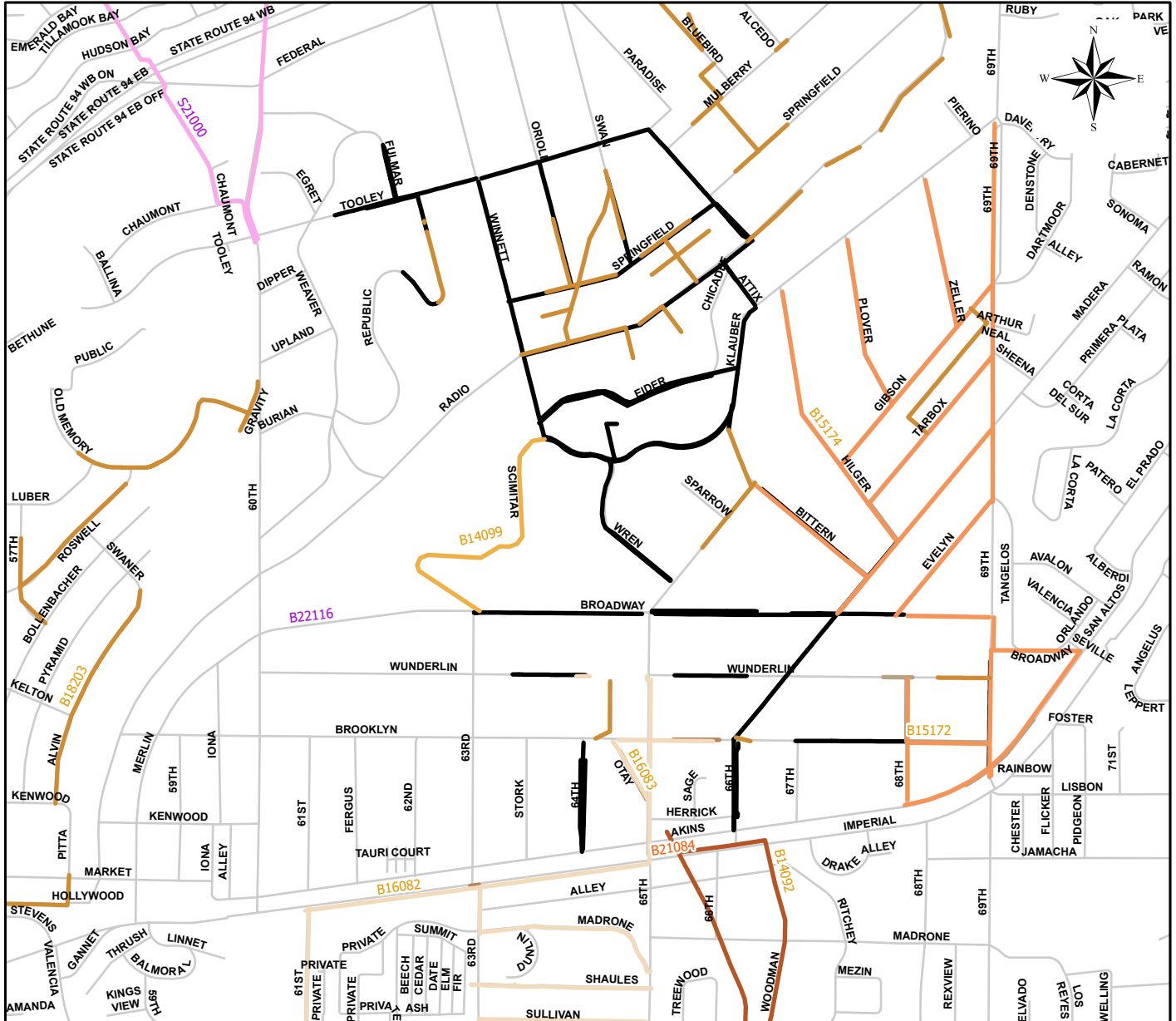
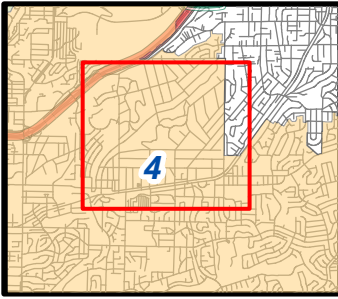
## Encanto Improv 1 - Adjacent Projects

SENIOR ENGINEER  
JAIME RAMOS  
619-533-5103

PROJECT MANAGER  
JONARD TALAMAYAN  
619-533-4116

PROJECT ENGINEER  
DAKOTA ADELPHIA  
619-533-3125

FOR QUESTIONS ABOUT THIS PROJECT  
Call: (619) 533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



| Legend | Project Name                                 | Project Manager      | Construction Manager     | Contact #    | Status       | Cons Start Date | Cons End Date |
|--------|--|----------------------|--------------------------|--------------|--------------|-----------------|---------------|
|        | B14092 Otay 2nd Pipeline Phase 1             | Parita Ammerlahn     | Neda Shahrara            | 619-533-4695 | Construction | 12/23/19        | 05/25/23      |
|        | B14099 B14100 Water Group 968/969            | Rex Narvaez          | Hassan Anjileli Anjileli | 619-533-4639 | Construction | 03/29/21        | 02/28/23      |
|        | B15172 B15174 AC Water and Sewer Group 1029  | Alex Sleiman         | Eric Pinard              | 619-533-3627 | Construction | 08/21/17        | 03/17/23      |
|        | B16082 B16083 AC Water & Sewer Group 1024    | Alex Sleiman         | Nariman Khomamizadeh     | 619-533-3627 | Construction | 04/30/18        | 03/21/23      |
|        | B18203 PIPELINE REHABILITATION AX-1          | Jaime Ramos-Banuelos | Carlos Sarabia           | 619-533-4116 | Construction | 08/11/20        | 03/17/23      |
|        | B22007 Encanto Improv 3 (S)                  | Janice Jaro          | To Be Determined         | 619-533-4656 | Design       | 07/08/25        | 06/23/26      |
|        | B22113 B22114 Skyline Improv 2               | Nitsuh Aberra        | To Be Determined         | 619-236-7781 | Planning     | 05/18/26        | 11/27/28      |
|        | S21000 Otay 2nd Pipeline St Replacement Ph 5 | Parita Ammerlahn     | To Be Determined         | 619-533-3789 | Design       | 05/20/27        | 05/14/29      |

Encanto Improv 1

COMMUNITY NAME: Encanto

COUNCIL DISTRICT: 4

WBS NO: B18206 (S)

Date: 1/5/2023



B18209 (W)

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**APPENDIX G**

**CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT**



**Appendix G**

City of San Diego  
Asphalt Concrete Overlay  
**Contractor's Daily Quality Control Inspection Report**

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Mix Specification: Attached Supplier: \_\_\_\_\_

Dig out Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Tack Coat Application Rate @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Temperature at Placement @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Depth @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Compaction Test Result @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_



Location and nature of defects:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Remedial and Corrective Actions taken or proposed for Engineer's approval:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Date's City Laboratory representative was present:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Verified the following:

1. Proper Storage of Materials & Equipment
2. Proper Operation of Equipment
3. Adherence to Plans and Specs
4. Review of QC Tests
5. Safety Inspection

Initials:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Deviations from QCP \_\_\_\_\_ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

City of San Diego  
Rubber Polymer Modified Slurry  
**Contractor's Daily Quality Control Inspection Report**

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Ambient Temperature (Start of Work): \_\_\_\_\_ Time: \_\_\_\_\_

Environmental Considerations: \_\_\_\_\_

Locations (Address Range/Cross Streets):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Approved Mix Design: \_\_\_\_\_

Material Suppliers: \_\_\_\_\_

RPMS Type(s): \_\_\_\_\_

Slurry Machine #'s: \_\_\_\_\_

Estimated Cure Time (Break) of Slurry: \_\_\_\_\_

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: \_\_\_\_\_

Aggregate Weight: \_\_\_\_\_

Cement % (by weight of aggregate): \_\_\_\_\_

Crumb Rubber % (by volume of cement): \_\_\_\_\_

Machine Inspection

Leaks: \_\_\_\_\_

Sprayers: \_\_\_\_\_

Emulsion Filter: \_\_\_\_\_

Carbon Black: \_\_\_\_\_

Spreader Box Inspection

Cleanliness: \_\_\_\_\_

Augers: \_\_\_\_\_

Rubbers: \_\_\_\_\_

Fabric: \_\_\_\_\_

Runners: \_\_\_\_\_

City of San Diego  
Rubber Polymer Modified Slurry  
**Contractor's Daily Quality Control Inspection Report**

Project Conditions

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Communication to Client/ Resident Engineer

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Test Lab

Tech: \_\_\_\_\_ Time on Site: \_\_\_\_\_

Wet Track Abrasion: \_\_\_\_\_

Consistency Test: \_\_\_\_\_

Extraction Test: \_\_\_\_\_

Water Content: \_\_\_\_\_

Spread Rate: \_\_\_\_\_

Notes

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

QCP Administrator Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX H**  
**LONG-TERM MAINTENANCE AND MONITORING AGREEMENT**

## LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25 Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and **BURTECH PIPELINE INC.** (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A. Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Encanto Improv 1 (Project)**, WBS number **B-18206, B-18209**, Bid No. **K-23-2165-DBB-3**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Encanto Improv 1** (Maintenance Requirements).
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

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 LTMMA by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- C. **Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1 of Attachment E – Supplementary Special Provisions** and **Section 802** of the 2021 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. **Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in the 2021 GREENBOOK, WHITEBOOK, and Special Provisions (see **Contract Document-Attachment E, Section 800**) except as otherwise stated in this LTMMA.



**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 Re-vegetation/Restoration 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 ("Notice of Completion").
  - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.
- 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 on Phase 1 Work.

## 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 **Exhibit A**, at the direction of the City.

- 1.2. Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, 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 LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as **Exhibit B**.

- 1.4. License.** The Contractor shall hold the following licenses in good standing:

1.4.1. **C-27** State Contractor's License.

1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.

1.4.2. Pest Control Advisor's License.

1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

1.4.3. Registration with the County Agriculture Commission.

1.4.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

1.4.5. 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.**

- 1.5. 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 the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

## SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator. PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION (PWD)** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Purchasing & Contracting Department. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA 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 company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. 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 may 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 the Contractor for immediate disposition. The Contractor shall provide the City with a 24 hour emergency telephone number for this purpose.
- 2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.
- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall 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.

## SECTION 3: WORK SITE MAINTENANCE

- 3.1. Use of Chemicals.** The Contractor shall submit to the 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 the City along with the 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 the 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 or other penalties under this LTMMA.

If the 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 the 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 entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 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 LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

#### SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMA will be included in the Contract Price in above agreement.
- 4.2. 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 a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.

**4.3. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:

- 4.3.1. 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 LTMMA.
- 4.3.2. 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.
- 4.3.3. The Contractor has provided a final work summary report to the City.
- 4.3.4. 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 the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:

- 5.1.1. A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, 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.
- 5.1.2. A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee 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 LTMMA.

**5.2. Insurance.** The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have complied with the following:

- 5.2.1. Obtain insurance certificates reflecting evidence of insurance:
  1. Commercial General Liability
  2. Commercial Automobile Liability
  3. Worker's Compensation



5.2.2. Confirm that all policies contain the specific provisions required in **Section 5-4, "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 LTMMA.

## SECTION 6: MISCELLANEOUS

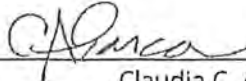
- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 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 LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the 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 the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA 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 and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, 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 LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.
- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, 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 by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- 6.10. Counterparts.** This LTMMA 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.** Any 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 LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, 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 LTMMA, 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 LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.
- 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 Purchasing & Contracting Department Director in accordance with Municipal Code §22.3102, and by Contractor.

Dated this 8th day of June, 2023.

THE CITY OF SAN DIEGO

By:   
Claudia C. Abarca, Director  
Purchasing & Contracting Dept.

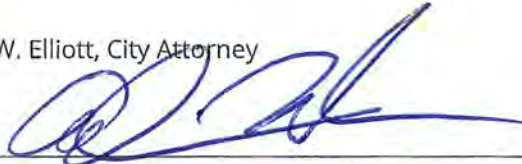
I HEREBY CERTIFY I can legally bind **BURTECH PIPELINE, INC.** and that I have read this entire contract, this 7th day of June, 2023.

By:   
Printed Name: Dominic J. Burtech  
Title: President & CEO

I HEREBY APPROVE the form of the foregoing Contract this

 day JUNE, 2023

Mara W. Elliott, City Attorney

By:   
Printed Name: ADAM WAMBOL  
Deputy City Attorney

## EXHIBIT A

### SCOPE OF WORK

I. **Location of Work.** The location of the Work to be performed is shown in **Appendix N** (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/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Revegetation Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. 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/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration 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 LTMMA.

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 Calendar 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.

**B. 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/Restoration 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) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.



**C. Operation of Automatic Irrigation Controllers.** Where the operation of automatic irrigation controllers is required as part of this LTRMC, the 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.

**D. 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 the 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 inches in diameter with an approved pruning paint when required by the 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 the City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

**E. Tree Maintenance.** The 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 in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.

1. **Potential Hazards.** The Contractor shall notify the 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 the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the 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 two "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.

**F. Fertilization.** The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. 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 LTMMA. All fertilization shall first be approved by the Project Biologist.

1. The Contractor shall notify the 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 to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the 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 the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
  - a) iron chelate;
  - b) soil sulfur;
  - c) gypsum; or
  - d) surfactant enzymes such as Sarvon or Naiad.
4. The 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.

- G. Weed Removal.** The 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.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook.**

- H. 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 the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the 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 the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the 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.

- I. Plant Replacement.** Except as provided in **Section J** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the 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 the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the 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 outside of warranty.
3. The 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 the City determines such

replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

- J. **Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- K. **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 LTMMA. 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 the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
  - 2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- L. **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 shall meet all requirements specified in **Section 802 of the Whitebook.**
- M. **Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

**EXHIBIT B**

**INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2021 WHITEBOOK, SECTION 802**



**EXHIBIT C**  
**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** C-27 / C-61 / D59 #888164

**Name of License Holder:** American Hydroseed LLC

**Expiration Date:** 11/30/2024

**City of San Diego Business License Number:** B2021010693

**Expiration Date:** 9/30/23

**APPENDIX I**  
**SAMPLE ARCHAEOLOGY INVOICE**

**(FOR ARCHAEOLOGY ONLY)**

**Company Name**

**Address, telephone, fax**

**Date:** Insert Date

**To:** Name of Resident Engineer  
City of San Diego  
Construction Management and  
Field Services Division  
9573 Chesapeake Drive  
San Diego, CA 92123-1304

**Project Name:** Insert Project Name

**SAP Number (WBS/IO/CC):** Insert SAP Number

**Drawing Number:** Insert Drawing Number

**Invoice period:** Insert Date to Insert Date

**Work Completed:** Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

**Detailed summary of work completed under this bid item:** Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

| Description of Services | Name      | Start Date | End Date | Total Hours | Hourly Rate | Amount  |
|-------------------------|-----------|------------|----------|-------------|-------------|---------|
| Field Archaeologist     | Joe Smith | 8/29/2011  | 9/2/2011 | 40          | \$84        | \$3,360 |
| Laboratory Assistant    | Jane Doe  | 8/29/2011  | 9/2/2011 | 2           | \$30        | \$60    |
| Subtotal                |           |            |          |             |             | \$3,420 |

**Work Completed:** Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

**Detailed summary of work completed under this bid item:** Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

| Description of Services | Where work occurred (onsite vs offsite/lab) | Name      | Start Date | End Date | Total Hours | Hourly Rate | Amount  |
|-------------------------|---|-----------|------------|----------|-------------|-------------|---------|
| Field Archaeologist     |   | Joe Smith | 8/29/2011  | 9/2/2011 | 40          | \$84        | \$3,360 |
| Laboratory Assistant    |   | Jane Doe  | 8/29/2011  | 9/2/2011 | 2           | \$30        | \$60    |
| Subtotal                |   |           |            |          |             |             | \$3,420 |

**Total this invoice:** \$ \_\_\_\_\_

**Total invoiced to date:** \$ \_\_\_\_\_

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
  - a. Please briefly describe your application (consideration) of all four California Register criteria.
  - b. If the resource is eligible under Criterion D, please define the important information that may be present.
  - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
  - d. What is the age of the resource?
  - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
  - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
  - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
  - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

**APPENDIX J**  
**SAMPLE OF PUBLIC NOTICE**





CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
• This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
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• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

**APPENDIX K**

**ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

## Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

**Photo 1**



B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Network Devices, see Photo 3:

**Photo 3**



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

**Photo 4**





The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

**The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document**

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

**Photo 5**

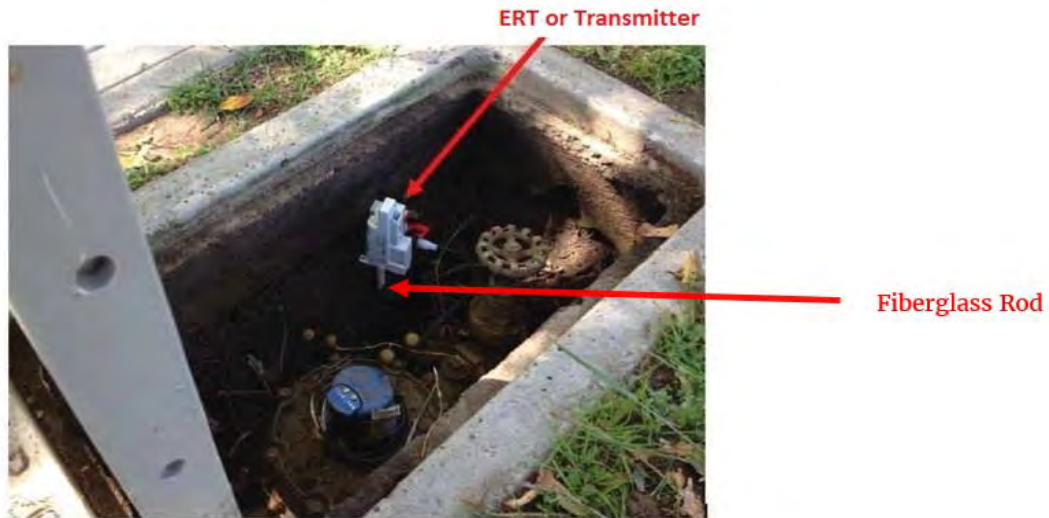


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



**You are responsible when working in and around meter boxes.** If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

**Photo 7**



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

**Photo 8**



**Network Device**

**Photo 9**



**If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.**

**APPENDIX L**

**WATER SERVICE WITH PRIVATE REPLUMBING**

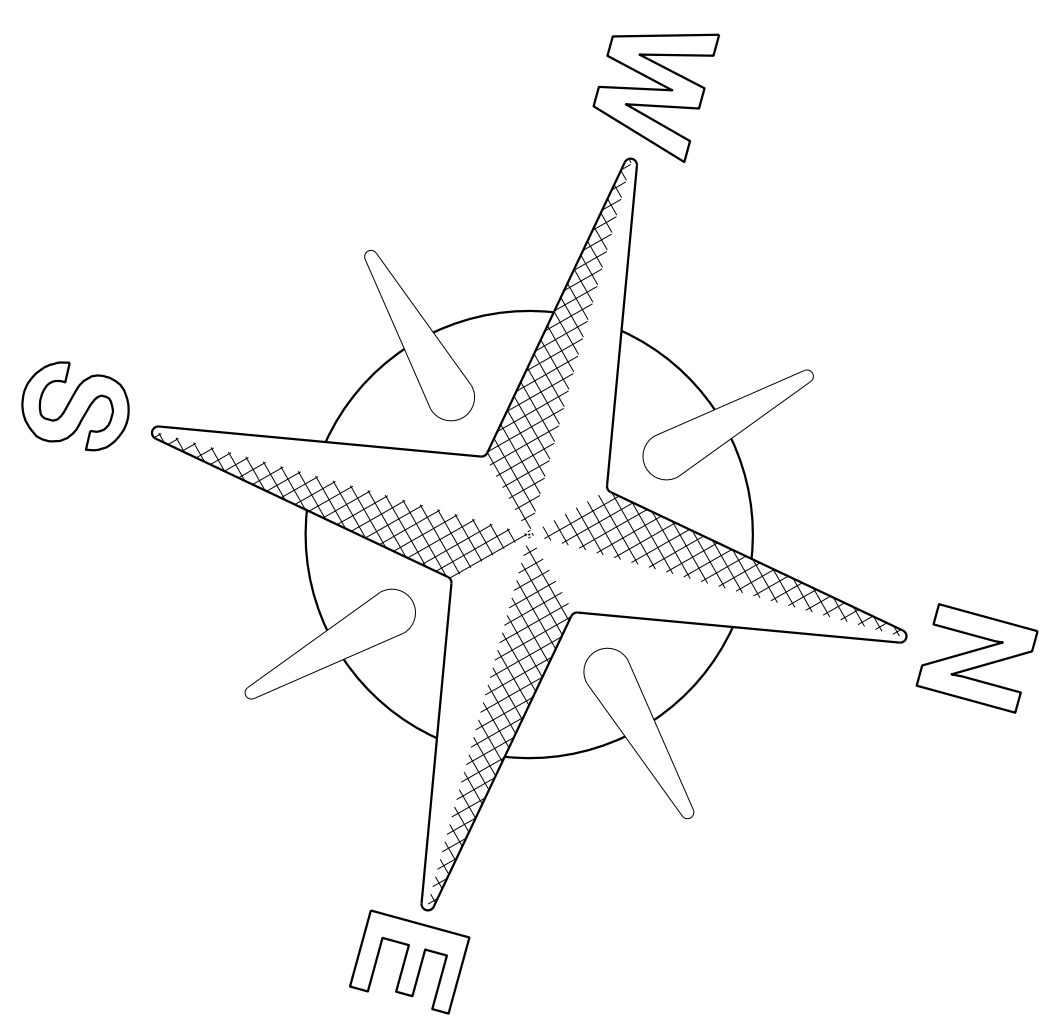
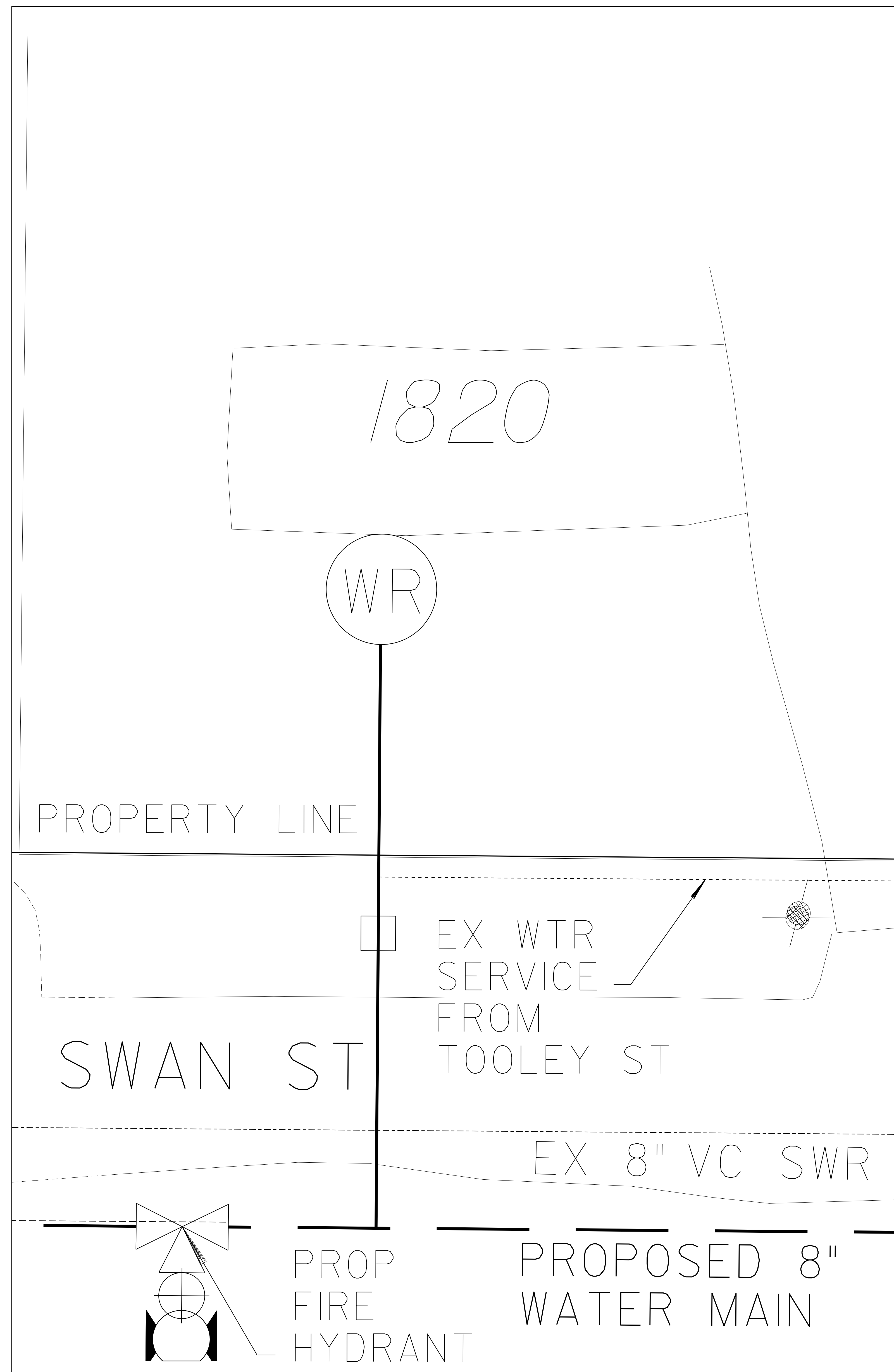
# Water Service with Private Replumbing

*For all exhibits within this appendix, the following notes apply:*

- 1. It is the responsibility of the contractor to field locate all existing water services that require relocation. Field location shall be included in the bid item for each water service replumb address. Sewer lateral locations shown are from record drawings only.*
- 2. Location of existing utilities are approximate. Contractor shall confirm prior to start of construction and notify the engineer of any discrepancies.*
- 3. The contractor is to replace all existing improvements affected by the construction of water service replumb.*
- 4. City forces to relocate all water meters associated with water service relocations shown on the plans. Contractor to coordinate with the resident engineer and city forces for meter relocations.*



# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

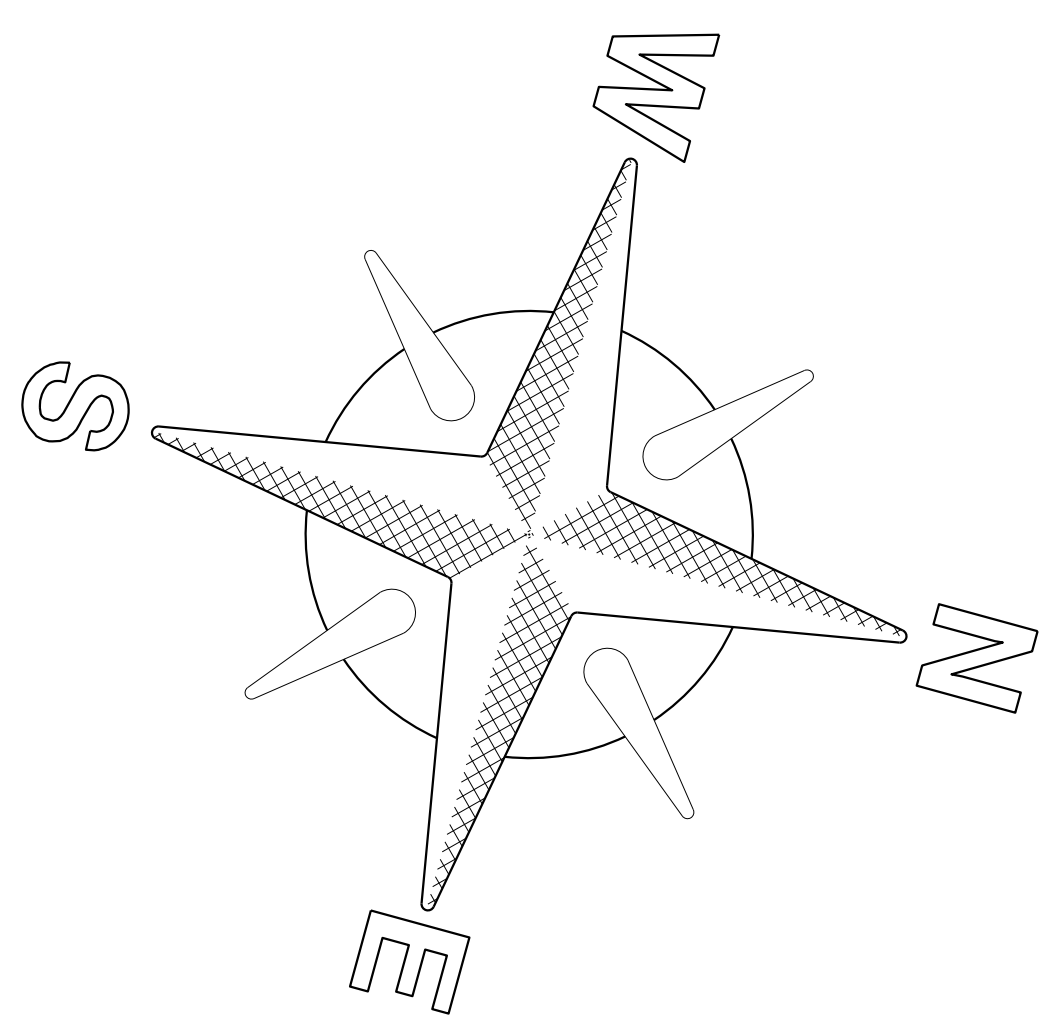
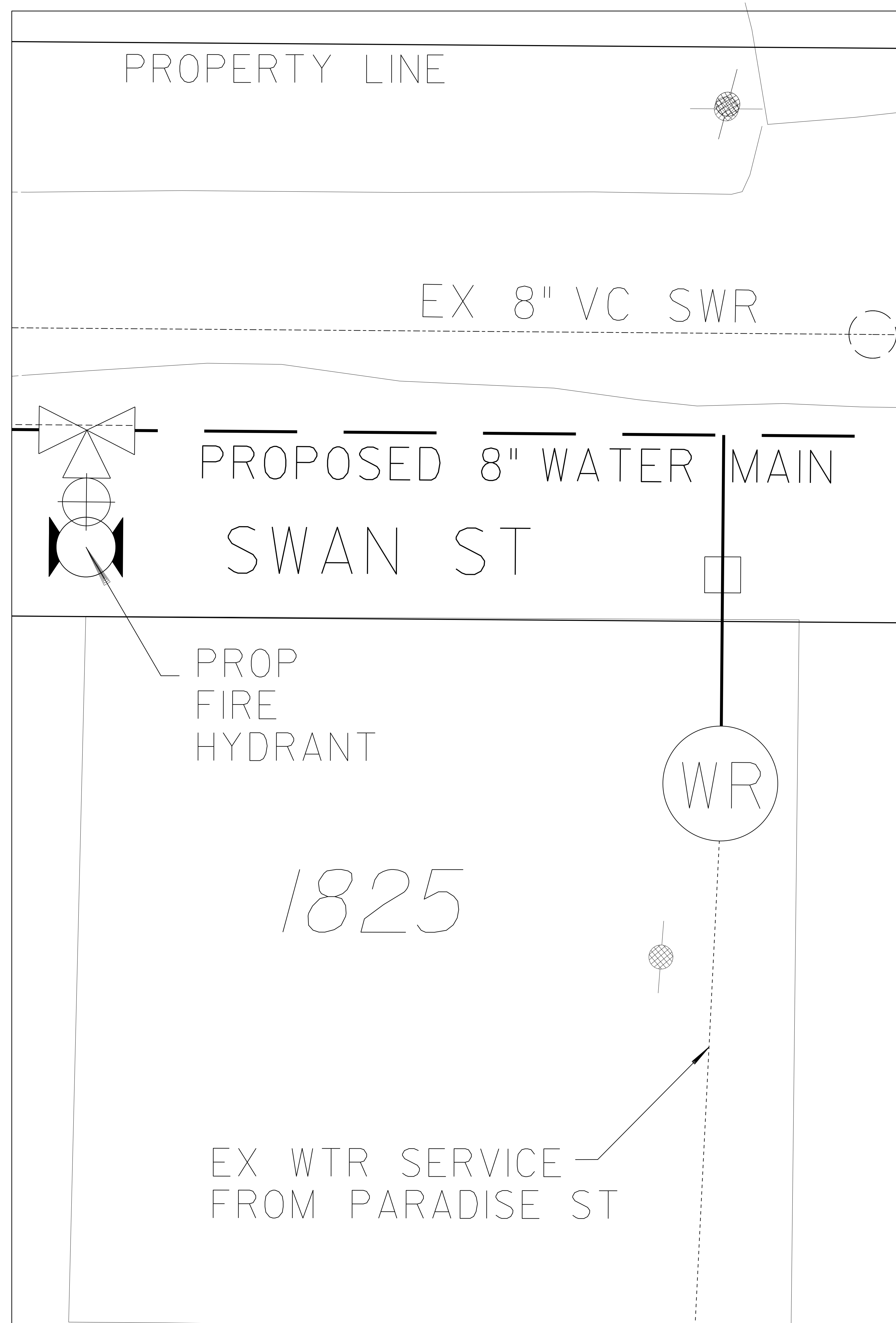


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                     |
|-------------------------------------|
| ADDRESS                             |
| 1820 SWAN ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

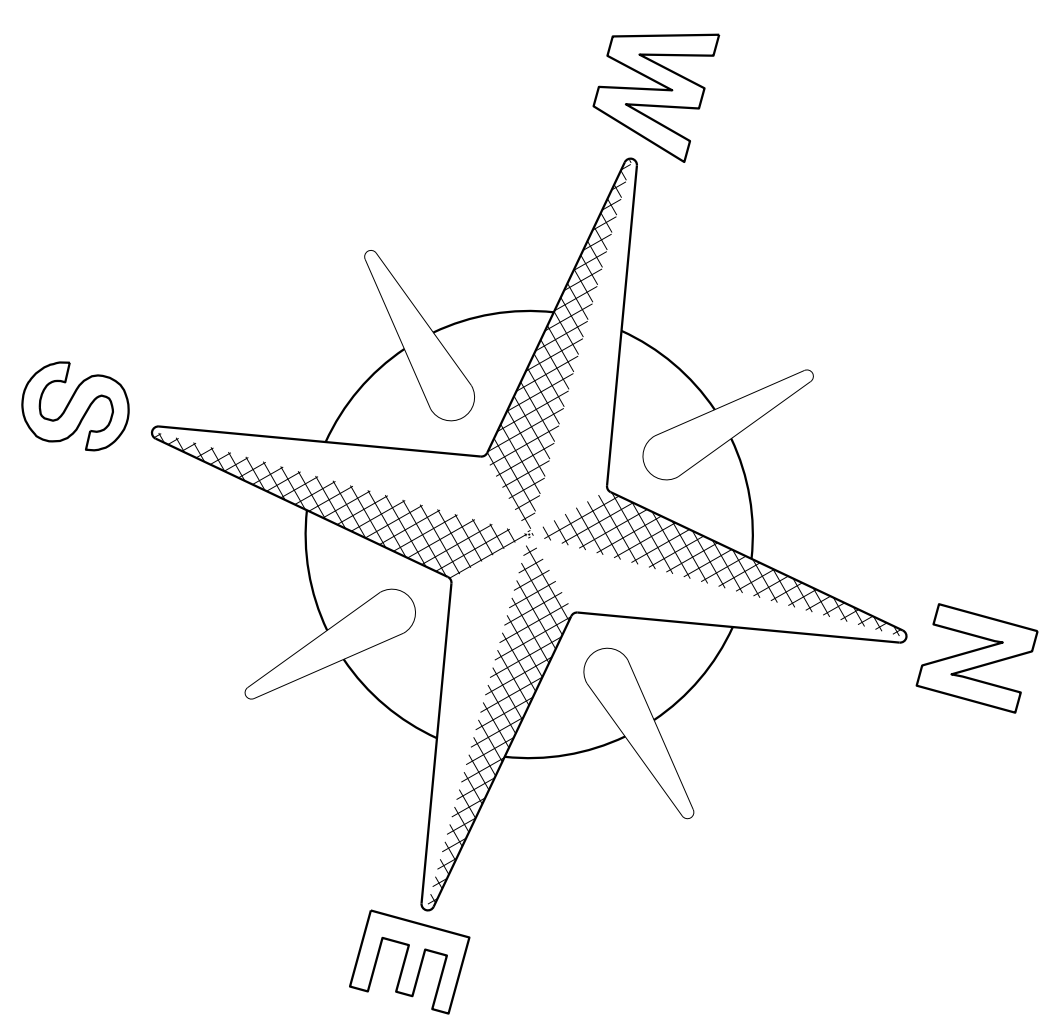
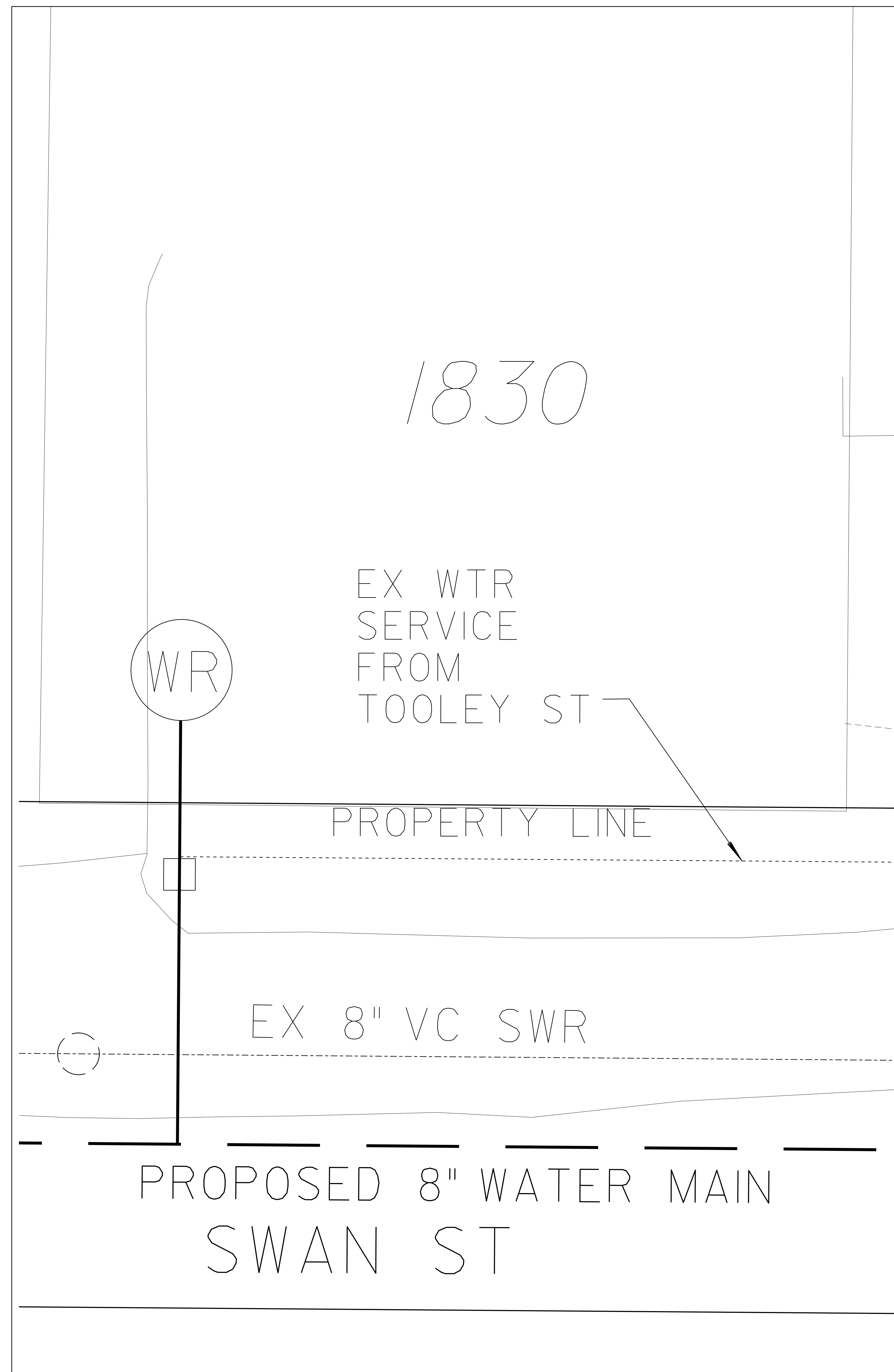


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                     |
|-------------------------------------|
| ADDRESS                             |
| 1825 SWAN ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

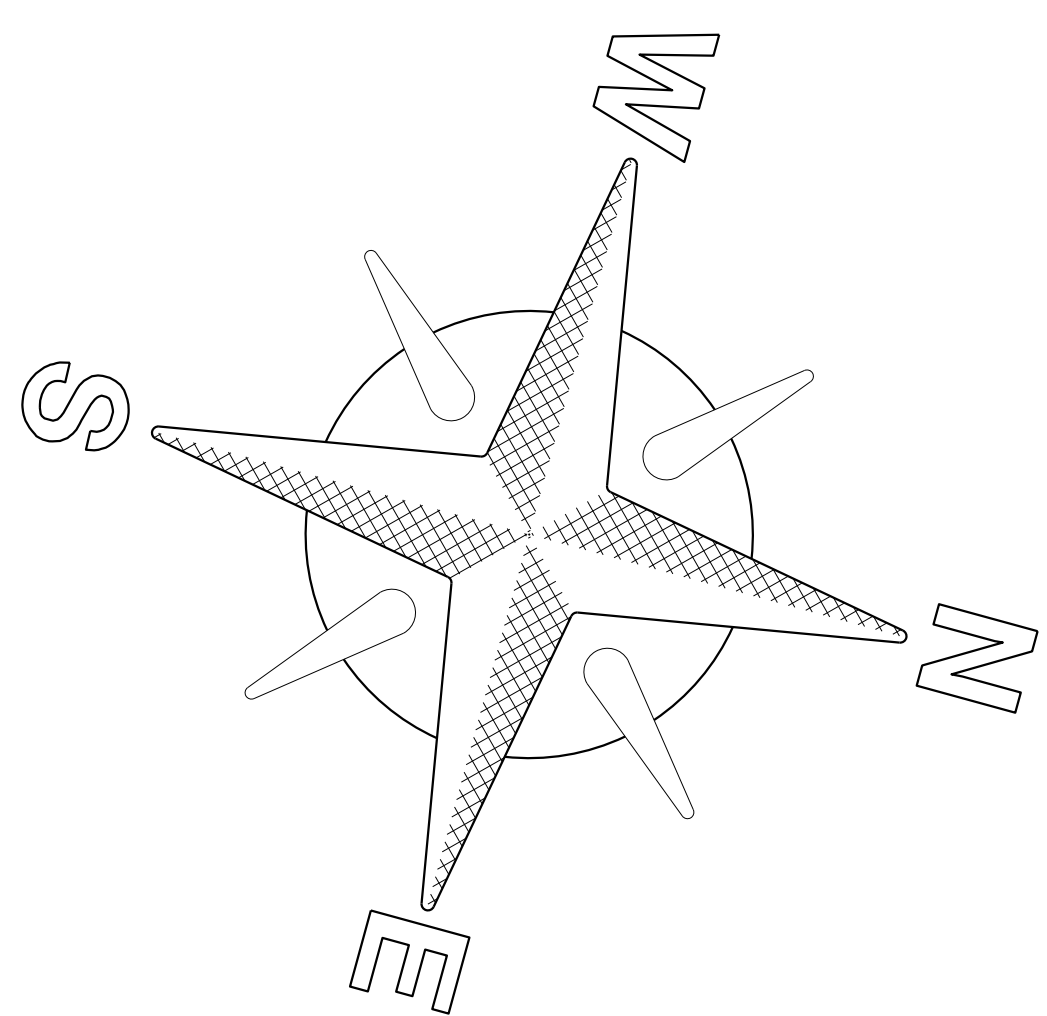
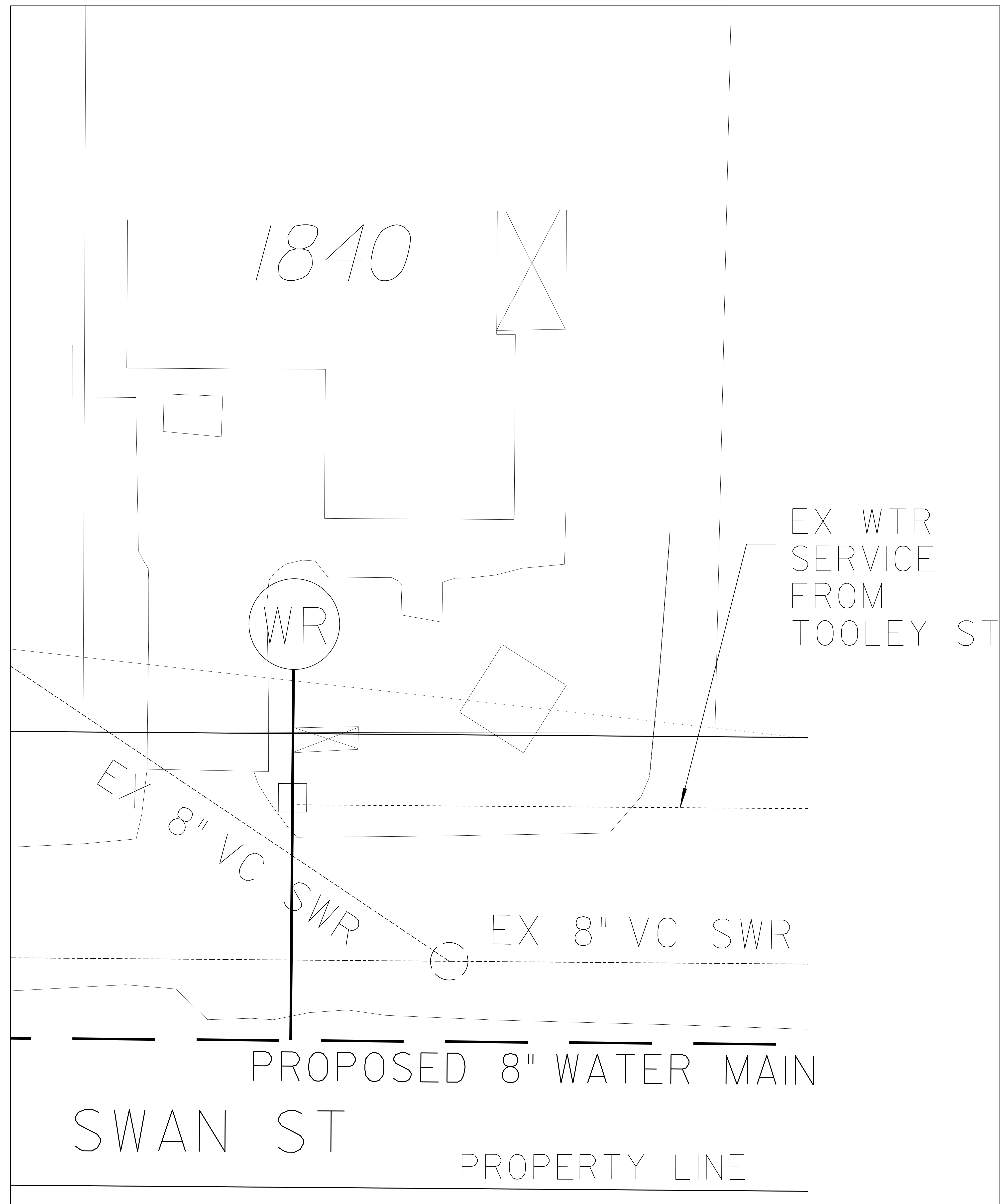


NO SCALE

| LEGEND                      |  |
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| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

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|-------------------------------------|
| ADDRESS                             |
| 1830 SWAN ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

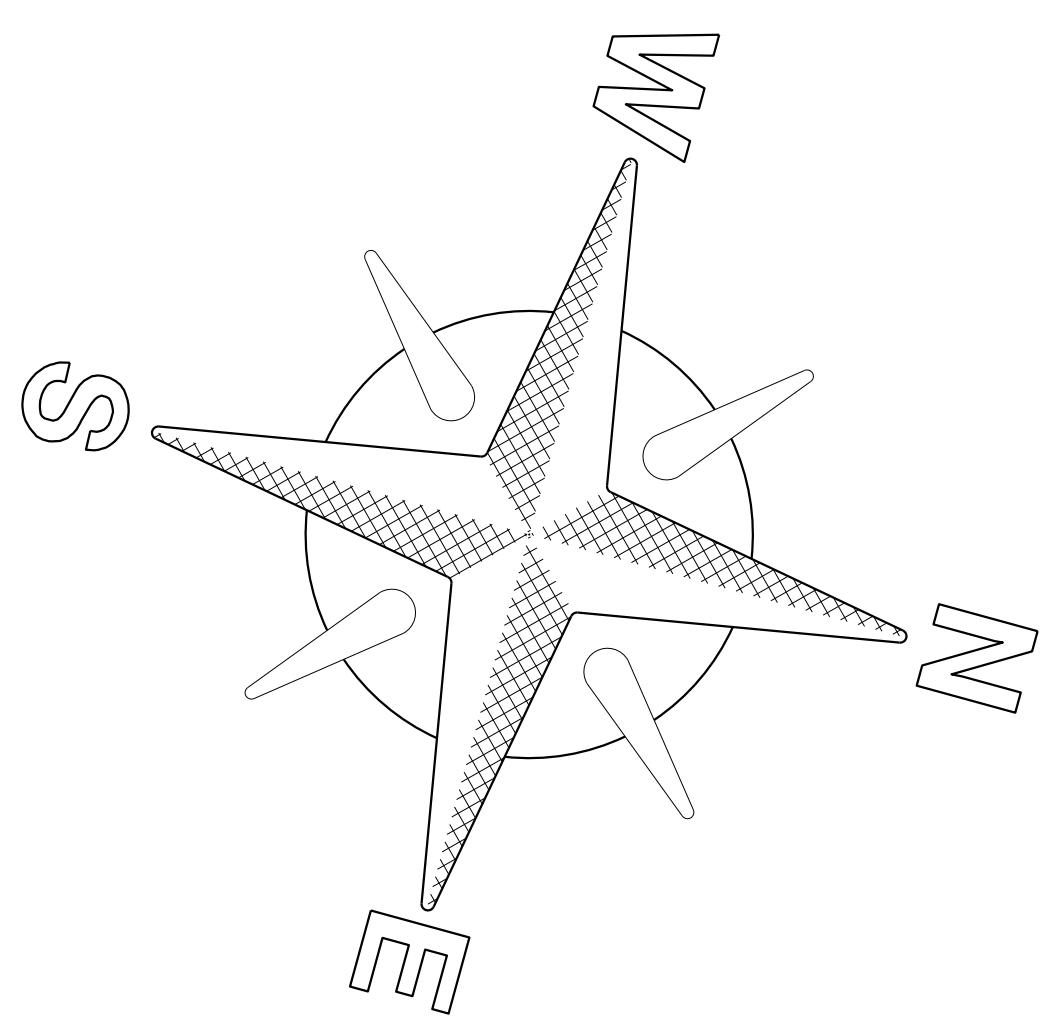
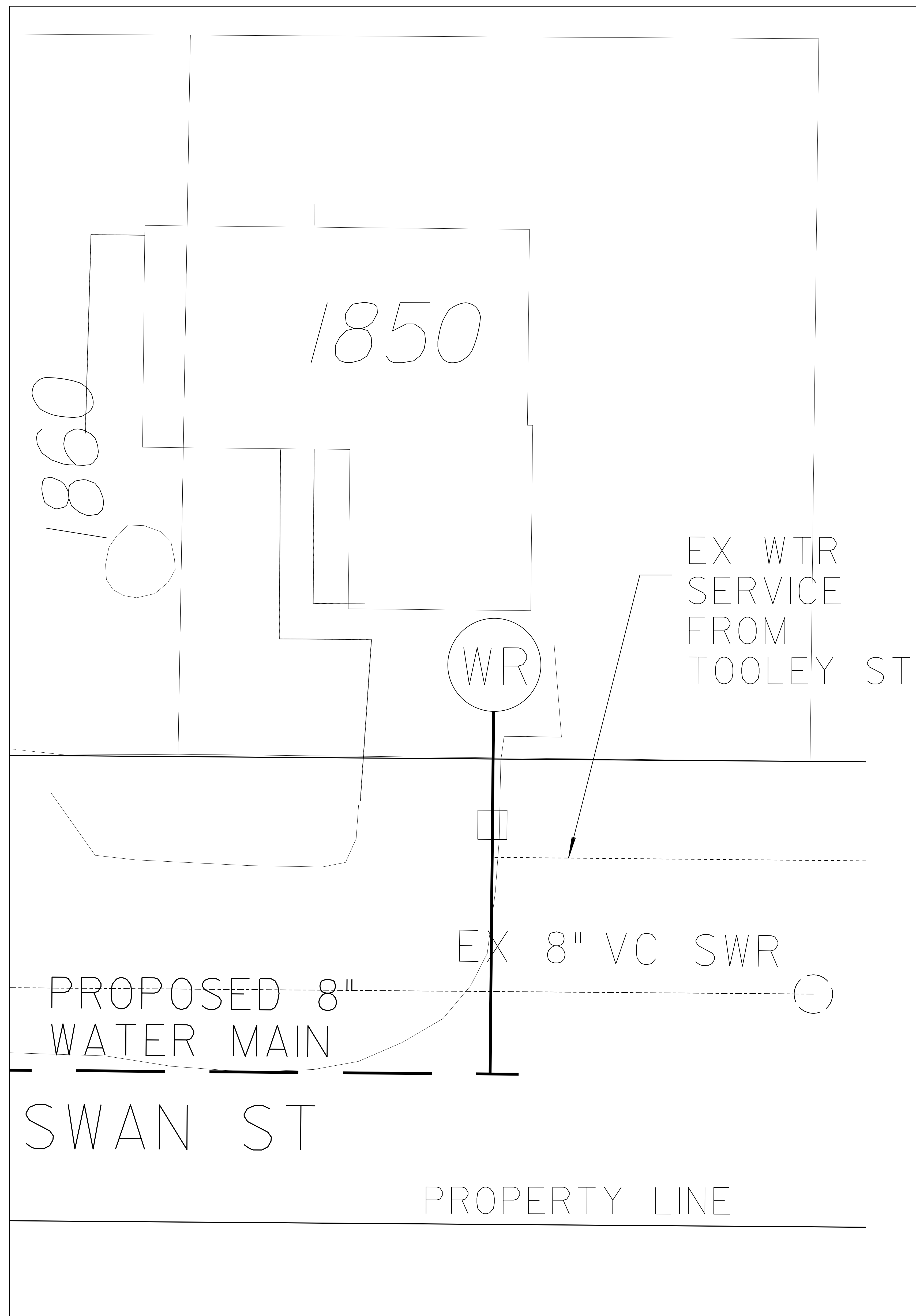


NO SCALE

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| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

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| ADDRESS                             |
| 1840 SWAN ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



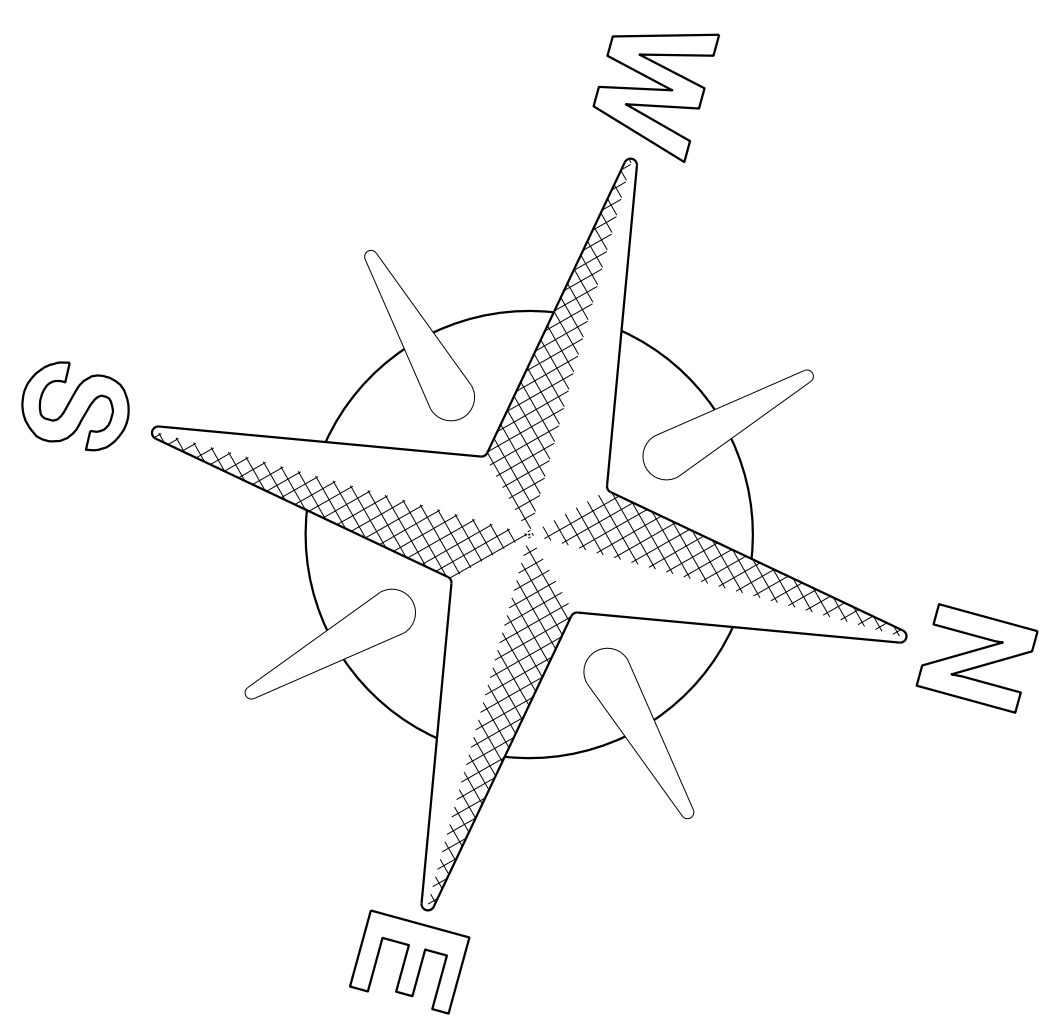
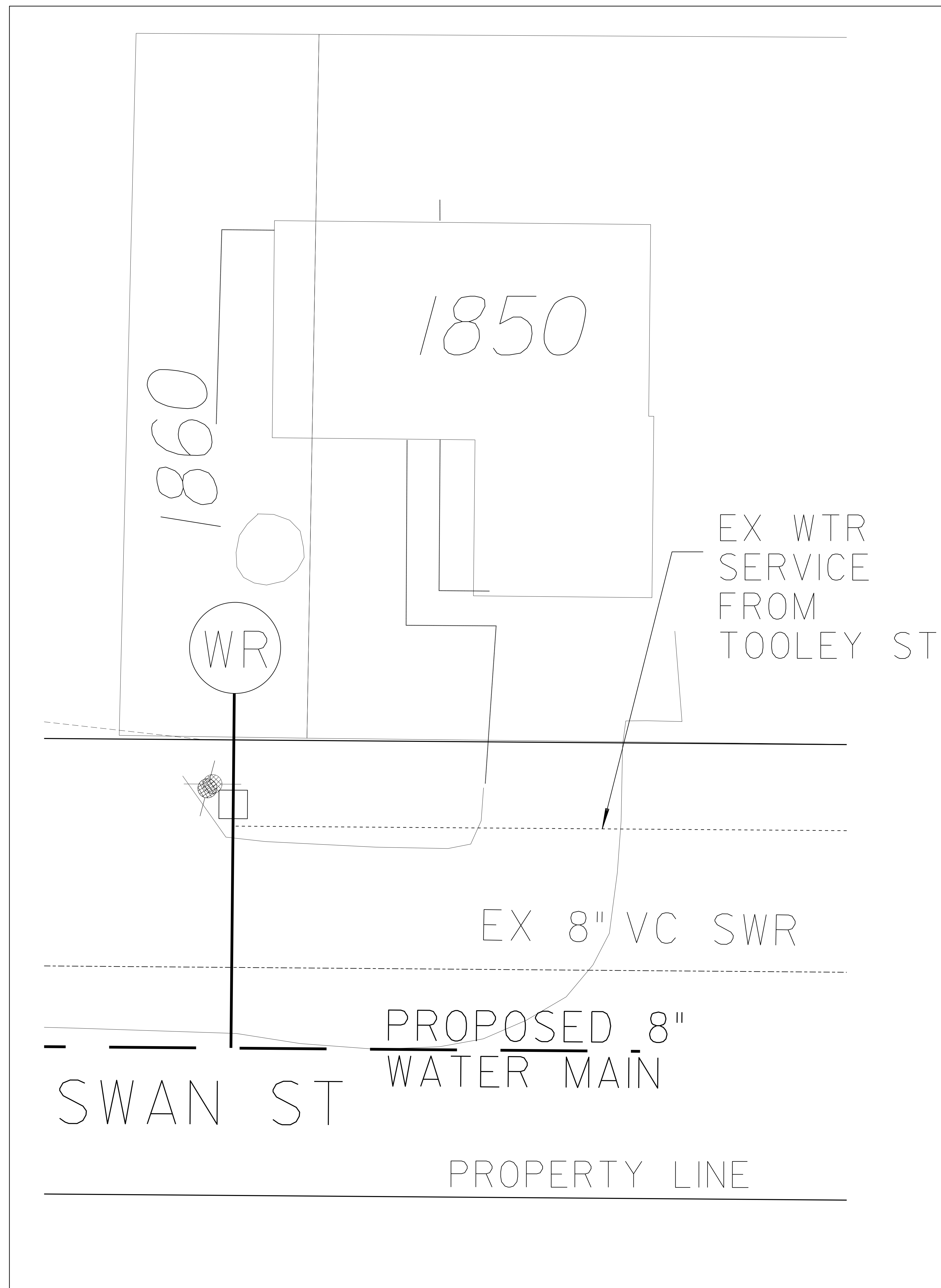
NO SCALE

| LEGEND                      |  |
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| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

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| ADDRESS                             |
| 1850 SWAN ST<br>SAN DIEGO, CA 92114 |



# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



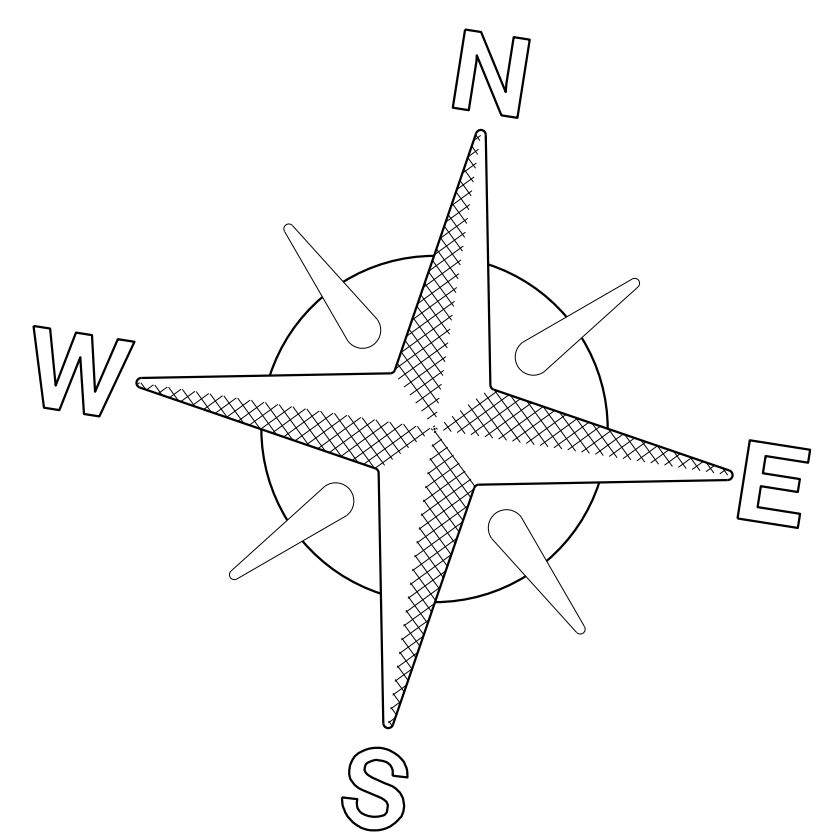
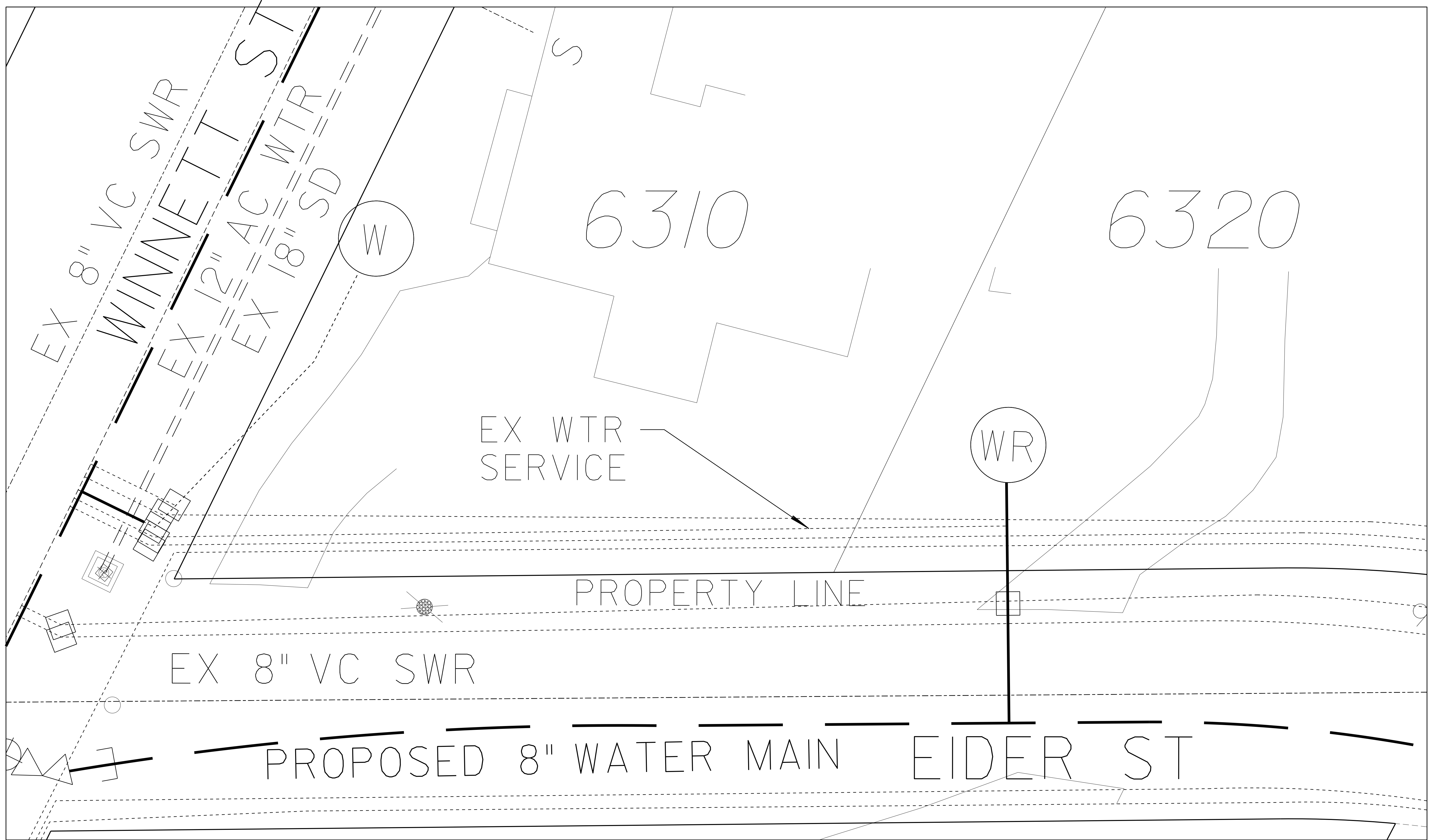
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| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

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| ADDRESS                             |
| 1860 SWAN ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A

## PROPOSED WATER SERVICE REPLUMB

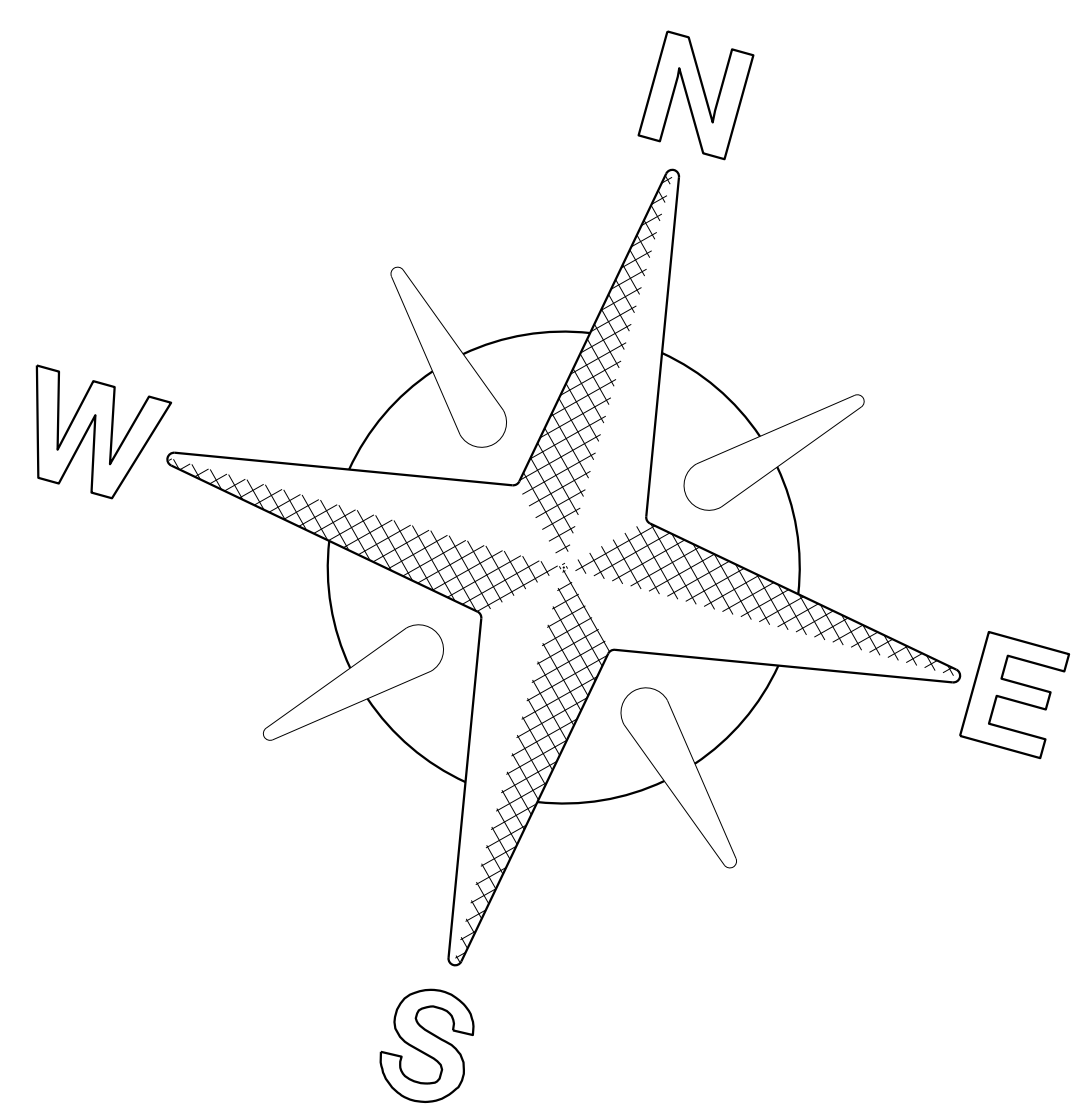
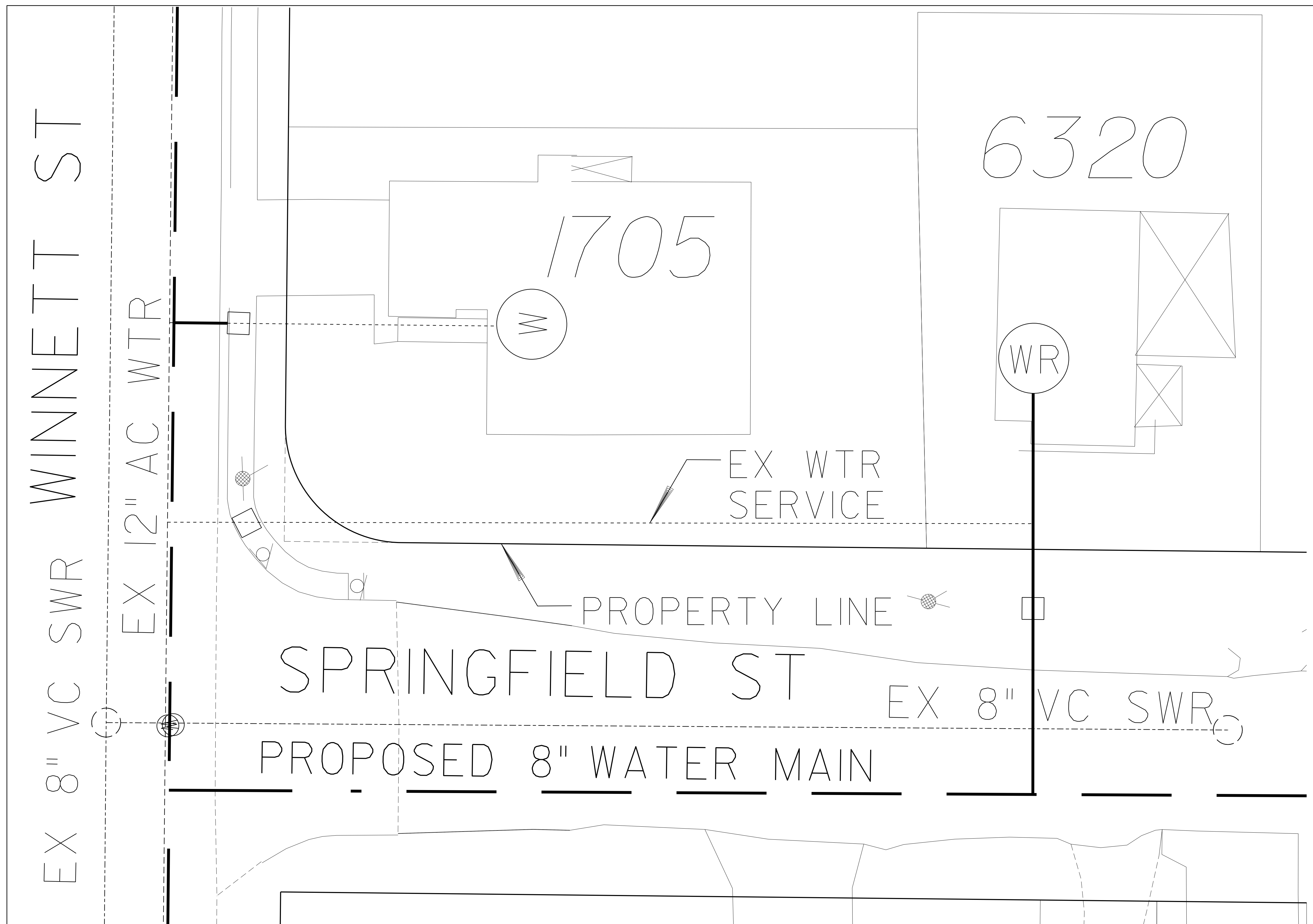


NO SCALE

| LEGEND                      |  |
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| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

| ADDRESS  |
|--|
| <p style="text-align: center;">6320 EIDER ST<br/>SAN DIEGO, CA 92114</p> |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

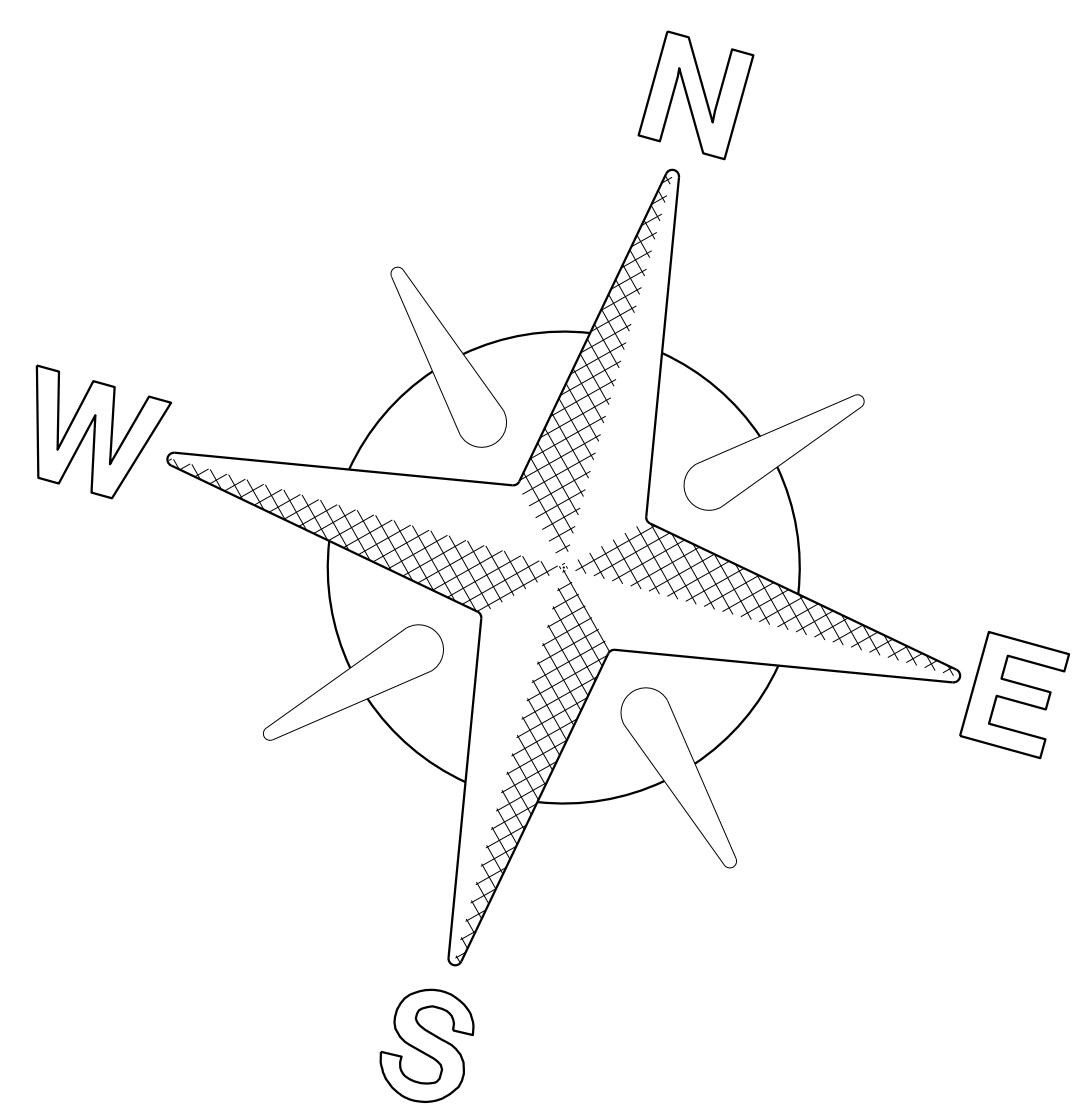
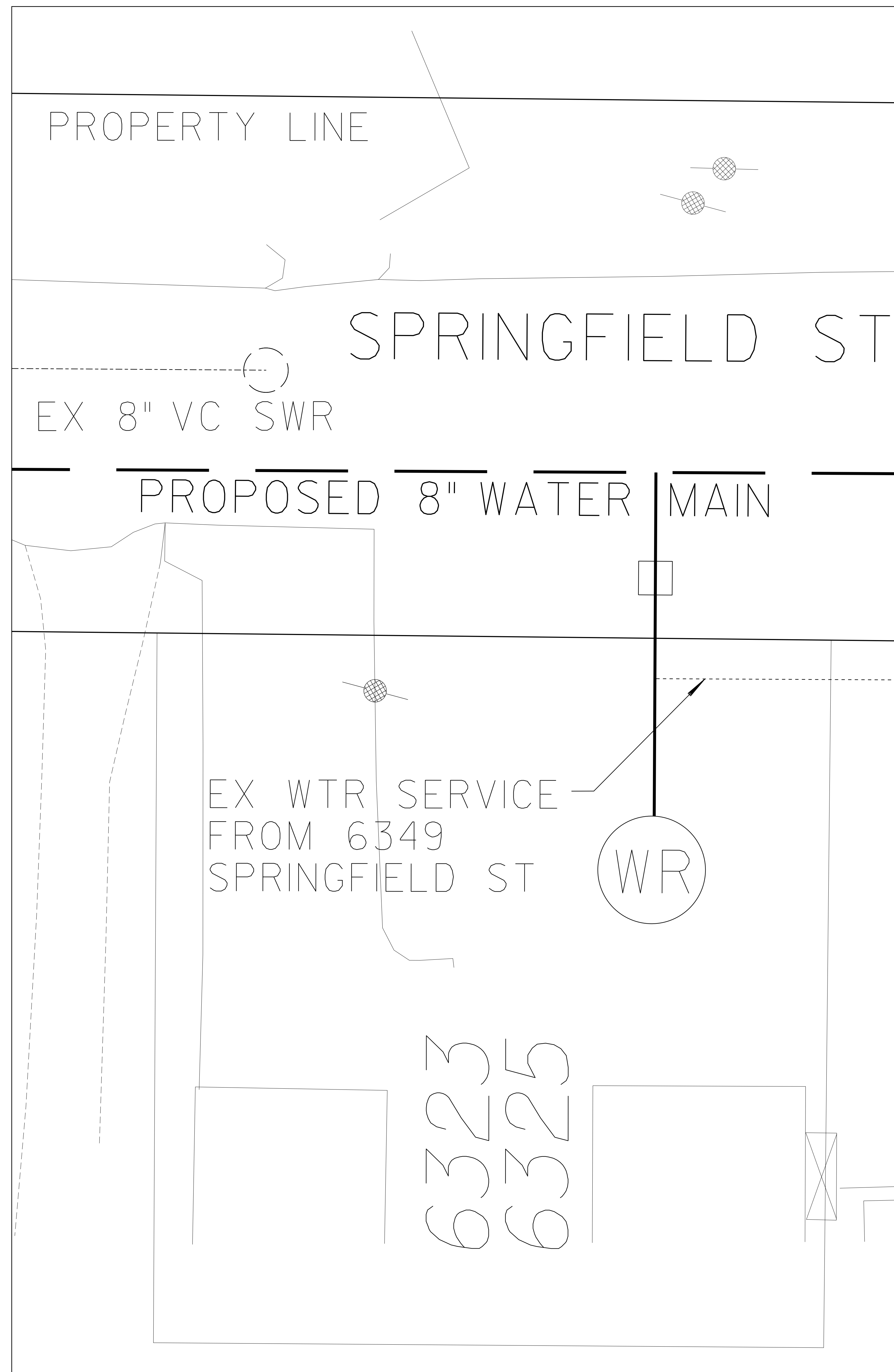


NO SCALE

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| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

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| ADDRESS                                    |
| 6320 SPRINGFIELD ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

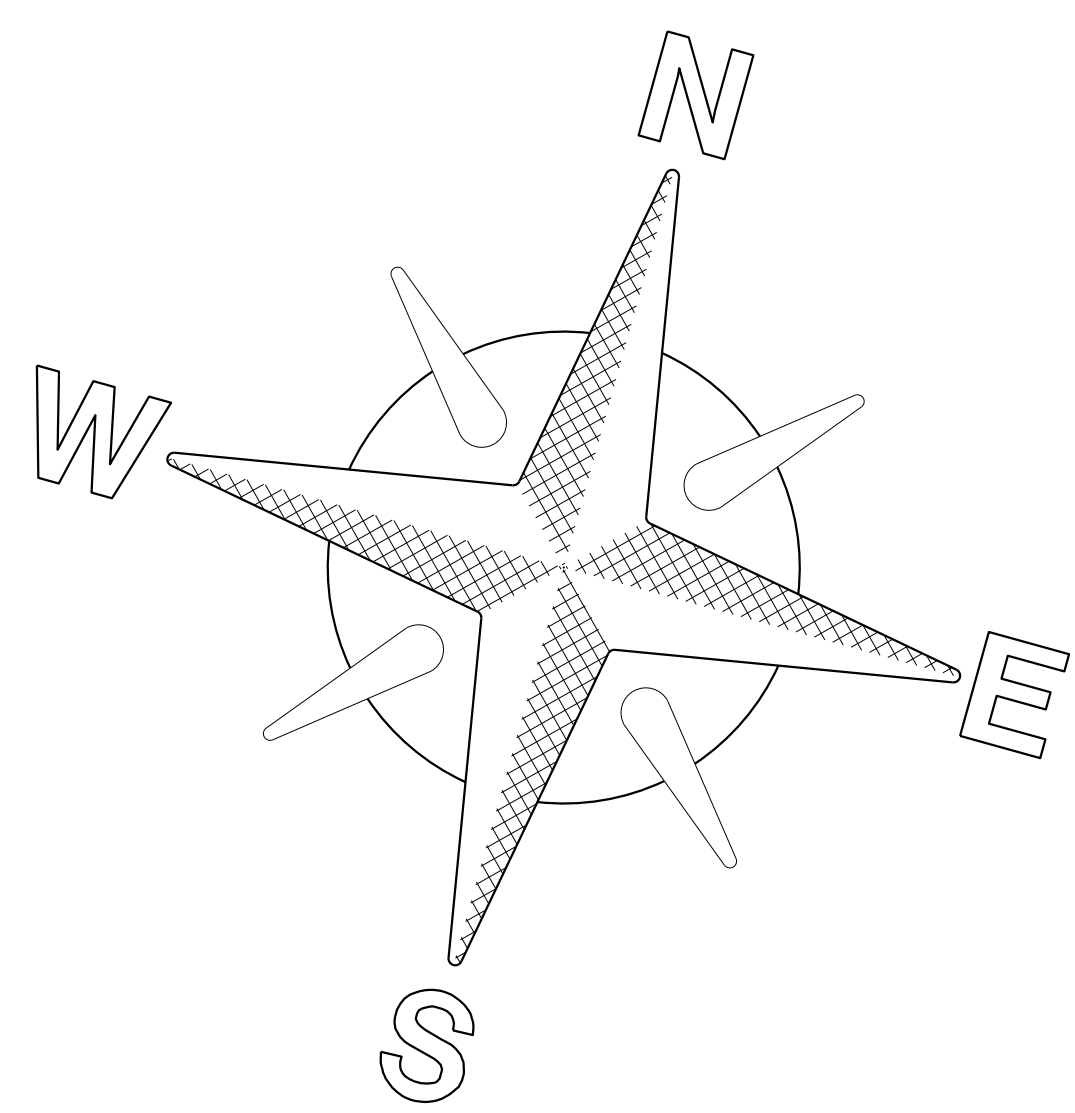
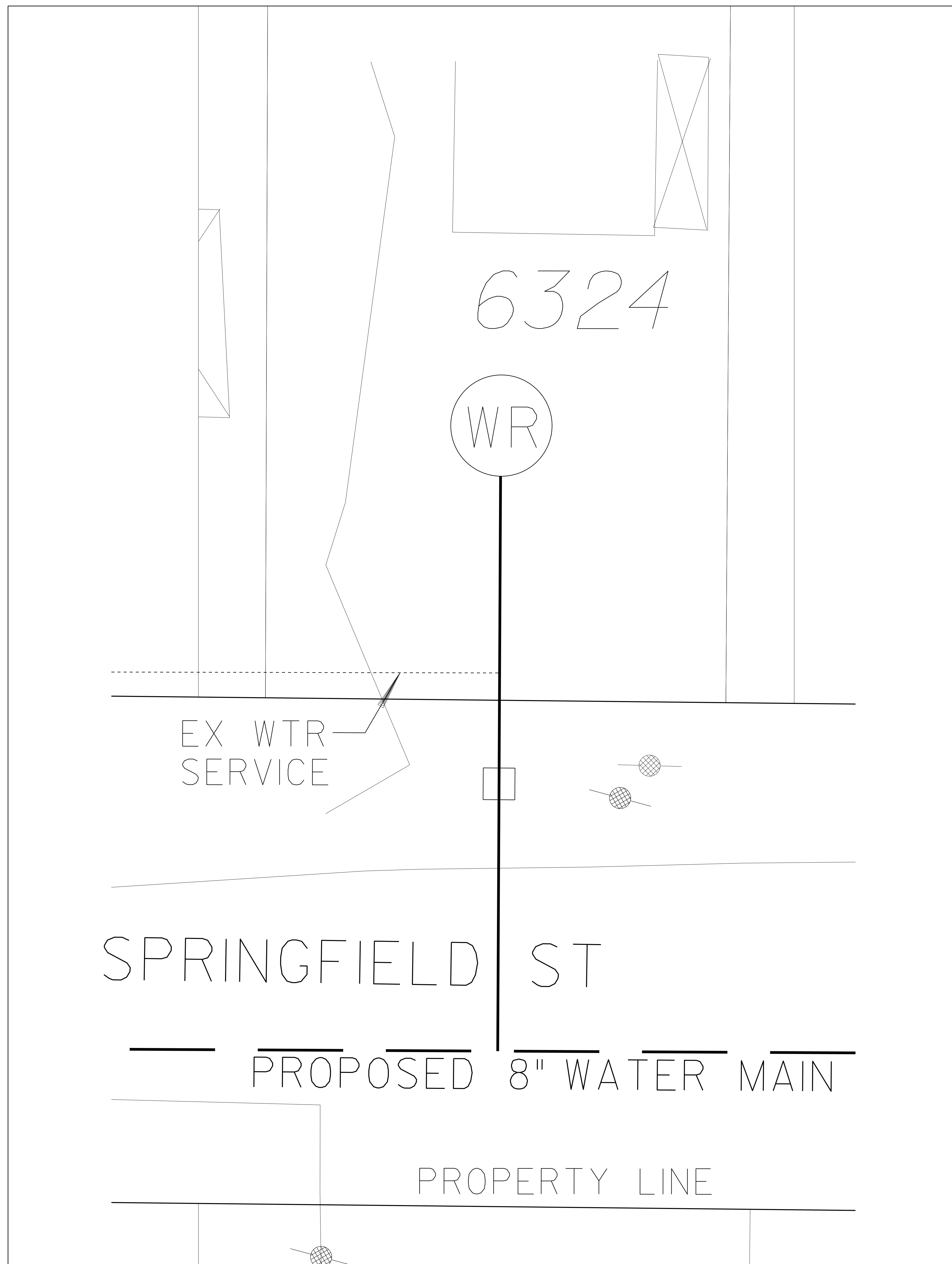


NO SCALE

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| PROP WTR SERVICE            |  |
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| ADDRESS  |
| 6323 AND 6325<br>SPRINGFIELD ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



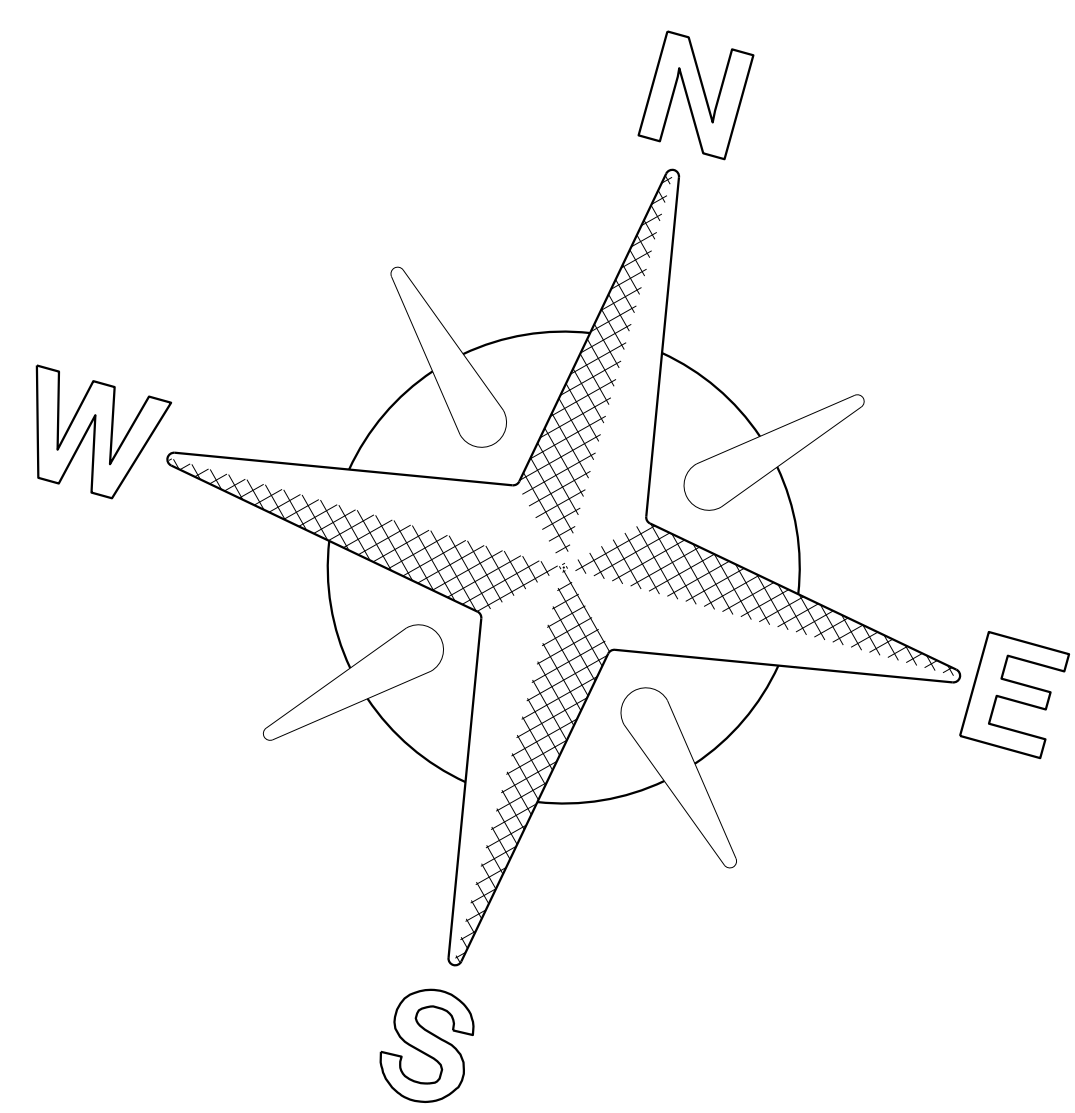
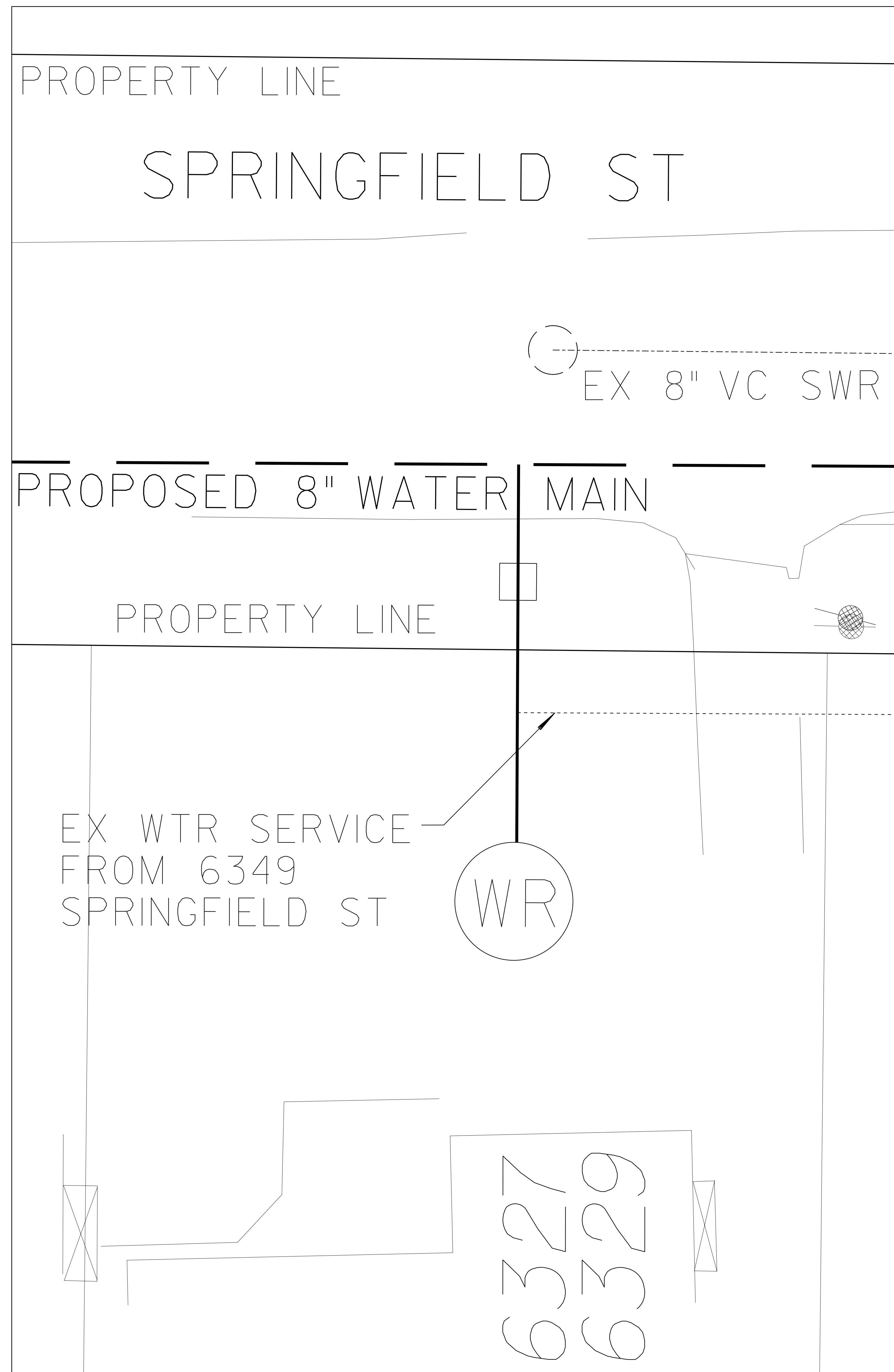
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| EXISTING WTR SERVICE        |  |
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| ADDRESS                                    |
| 6324 SPRINGFIELD ST<br>SAN DIEGO, CA 92114 |



# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

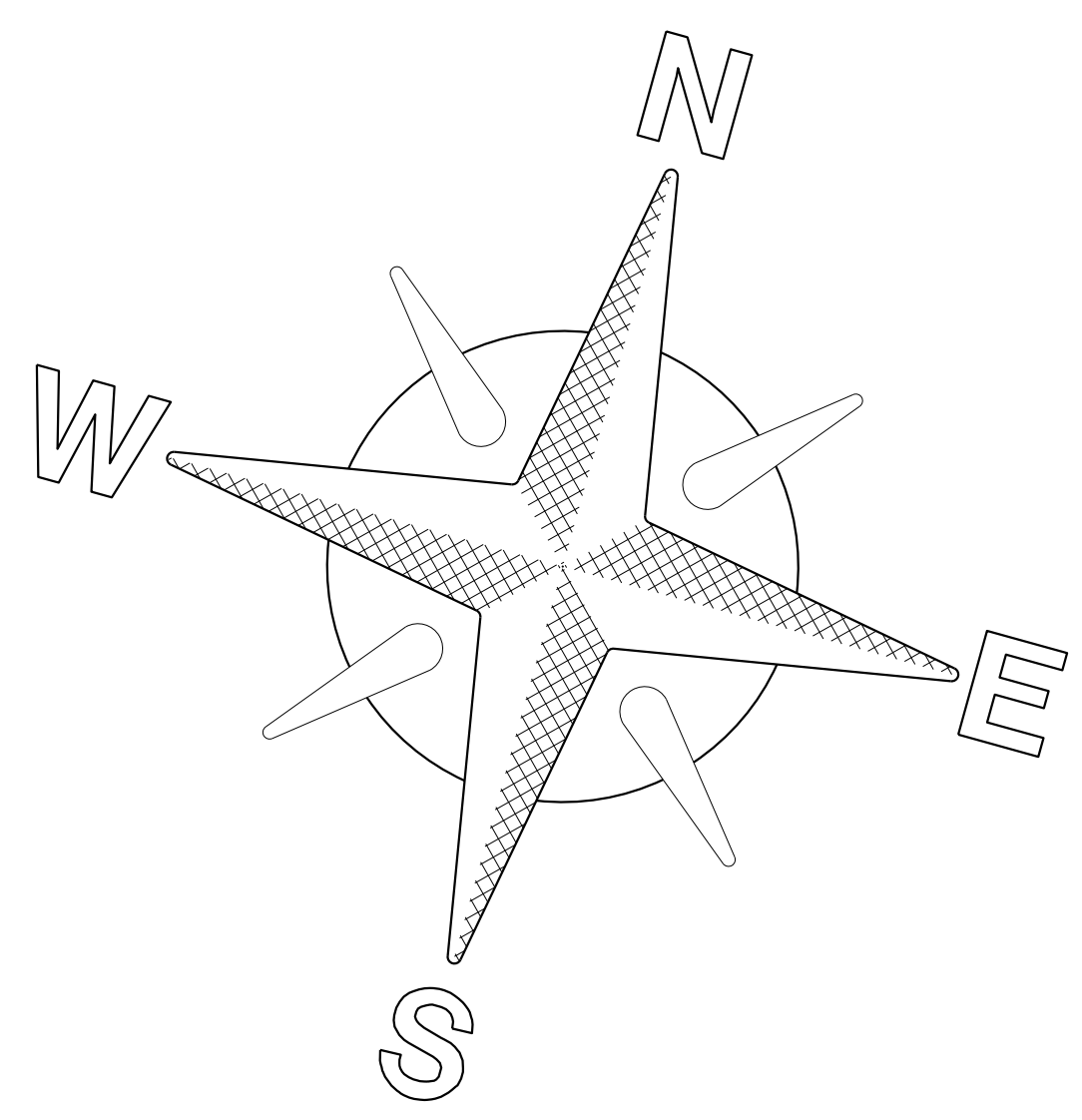
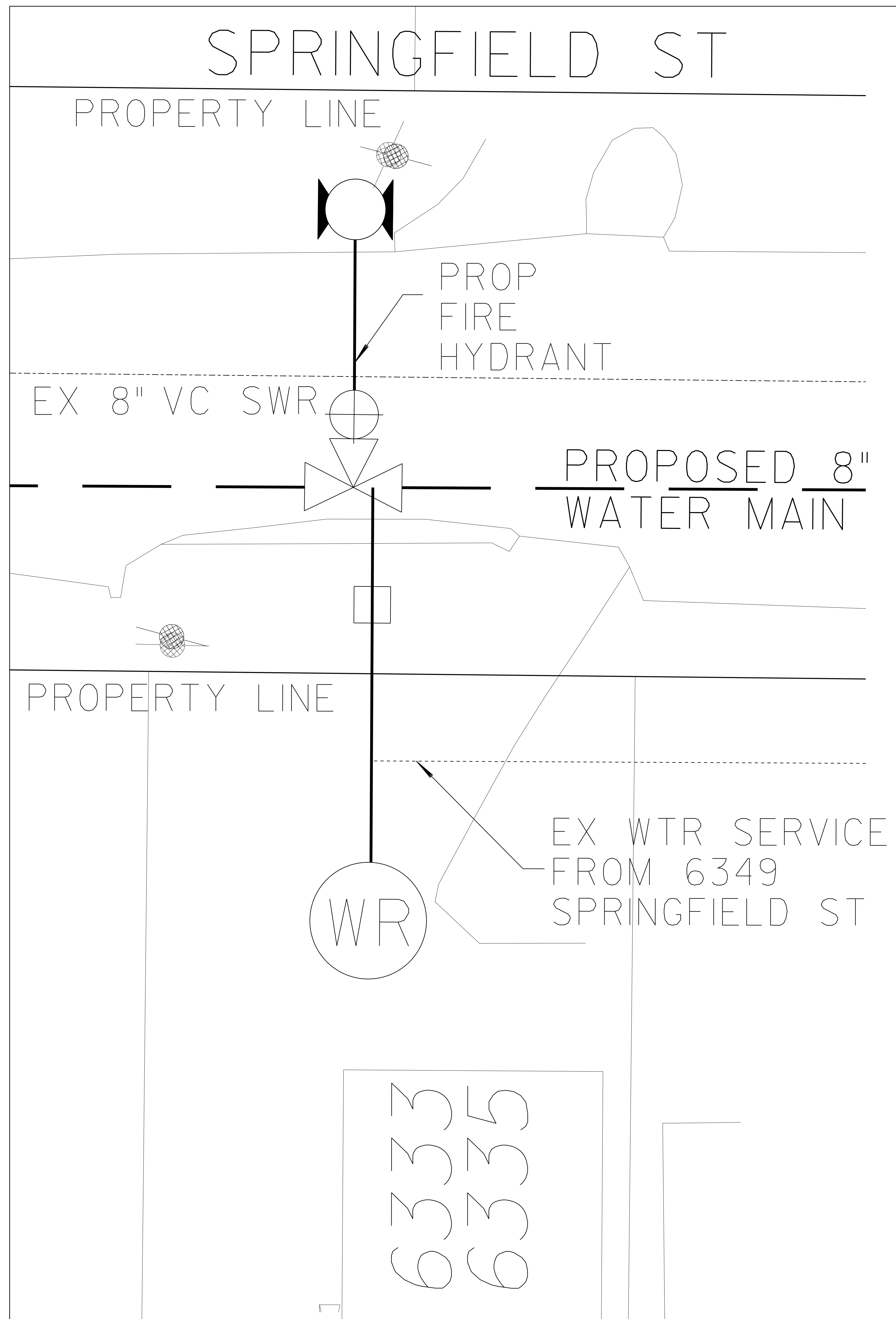


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| ADDRESS  |
| 6327 AND 6329<br>SPRINGFIELD ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

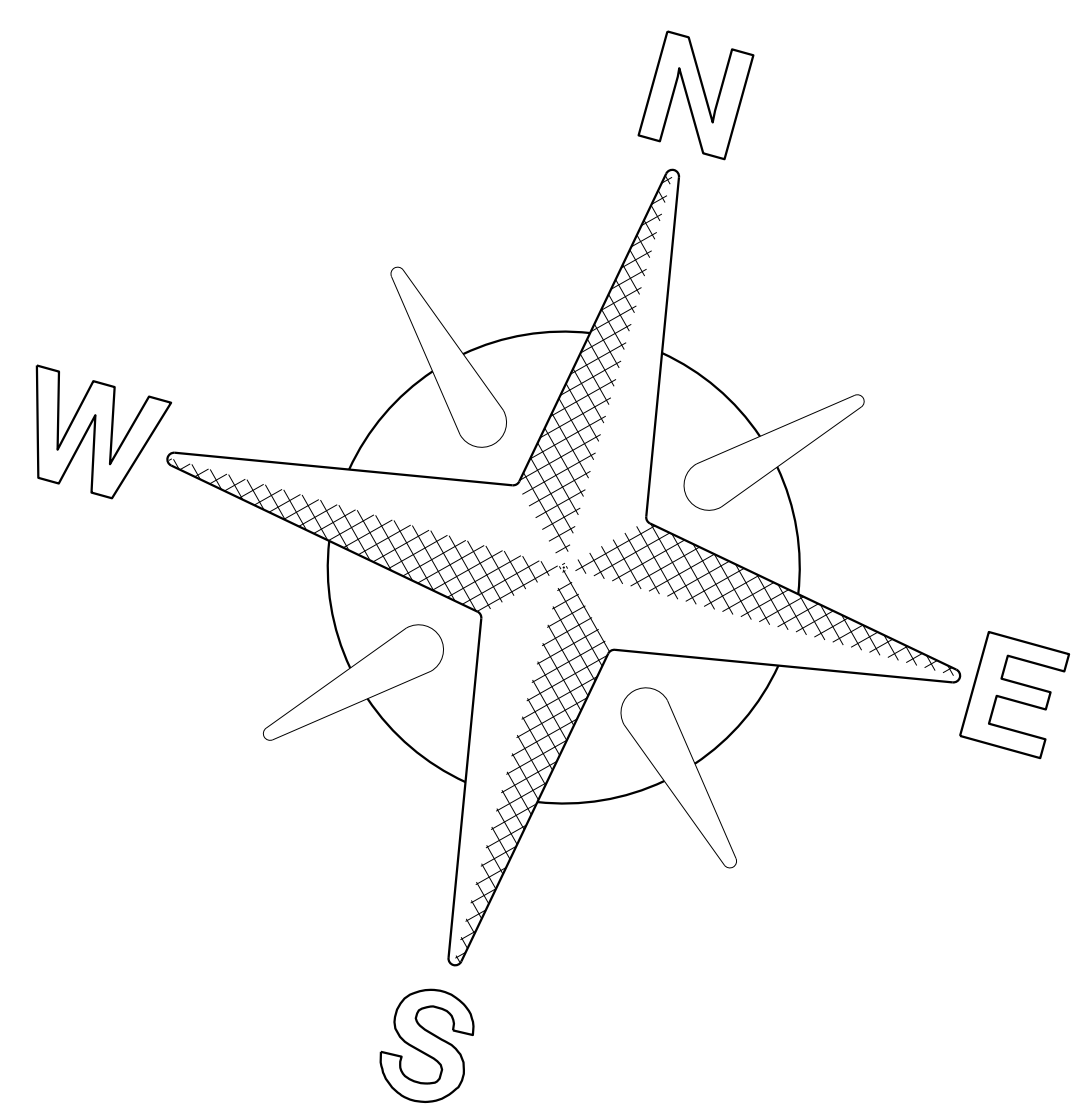
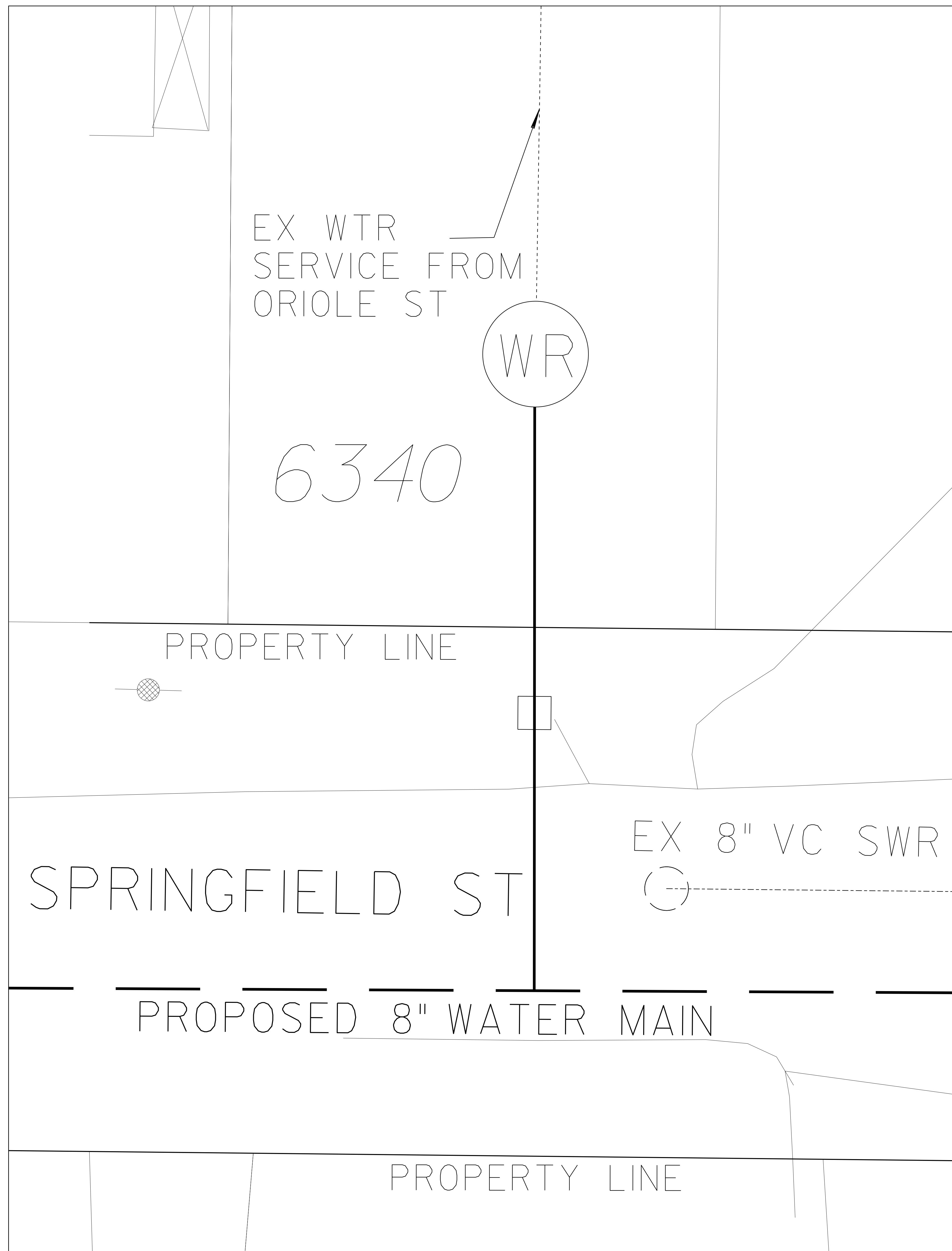


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| PROP 1" WTR SERVICE REPLUMB |  |
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| ADDRESS  |
| 6333 AND 6335<br>SPRINGFIELD ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

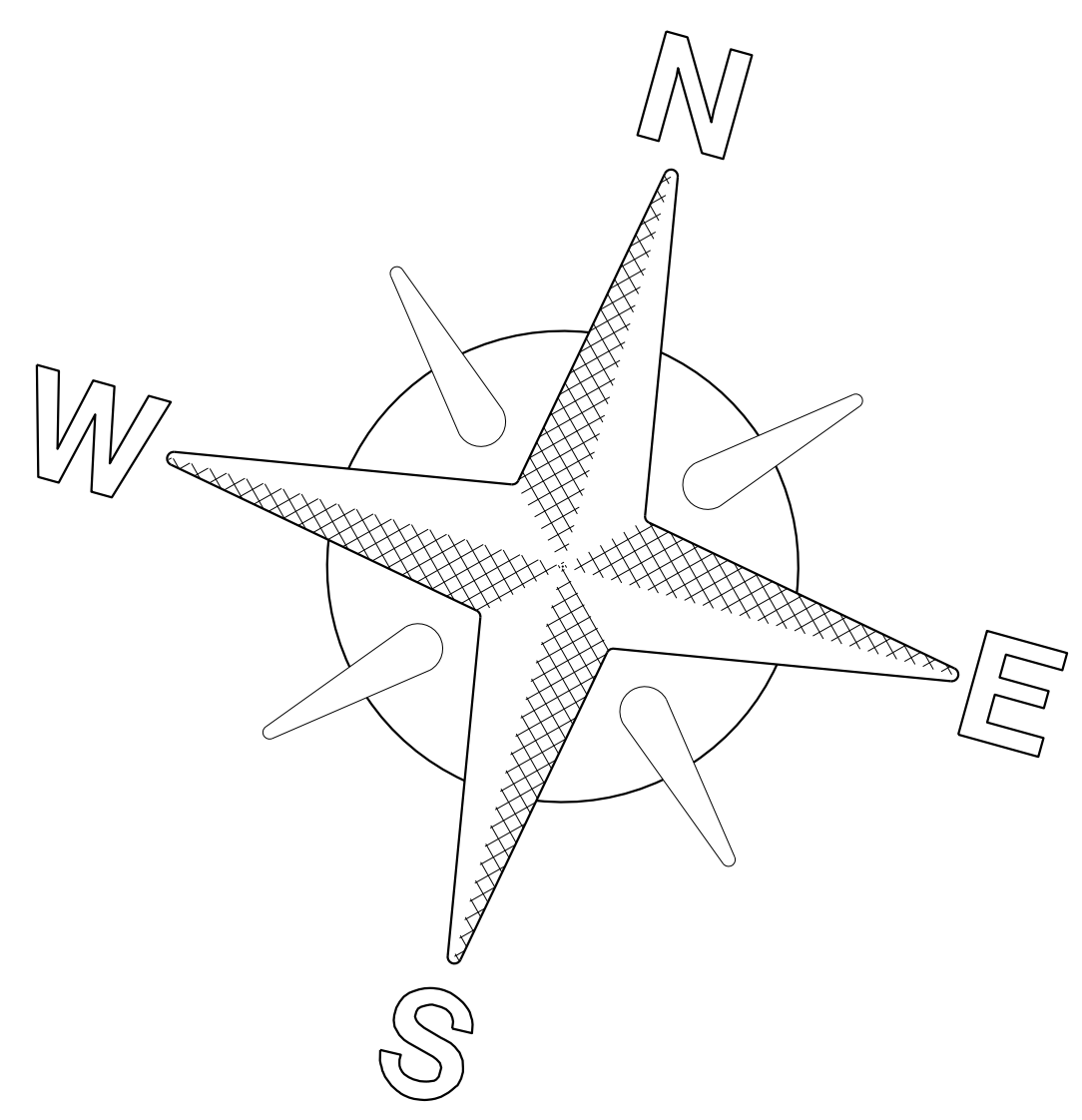
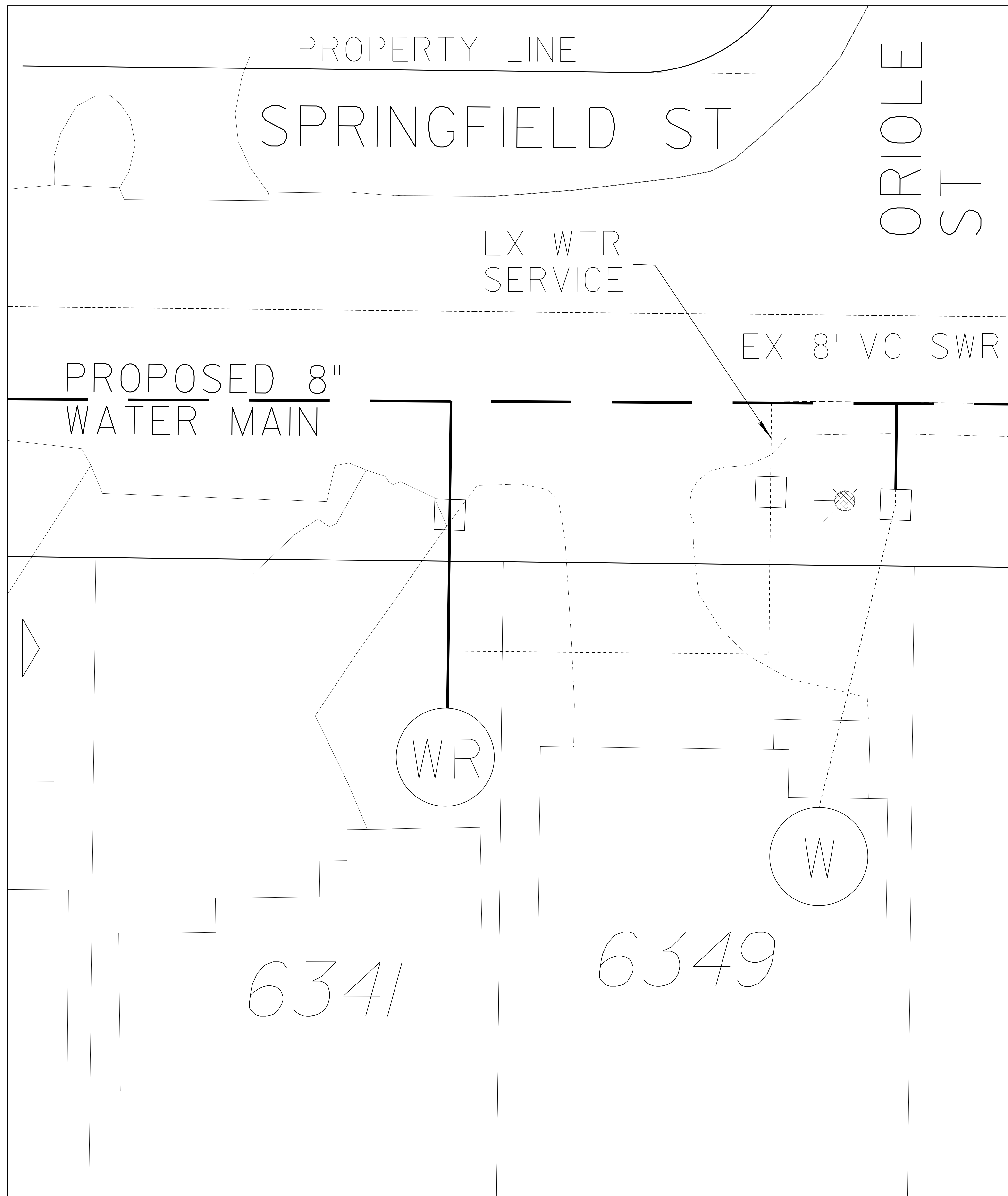


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| EXISTING WTR SERVICE        |  |
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| ADDRESS                                    |
| 6340 SPRINGFIELD ST<br>SAN DIEGO, CA 92114 |

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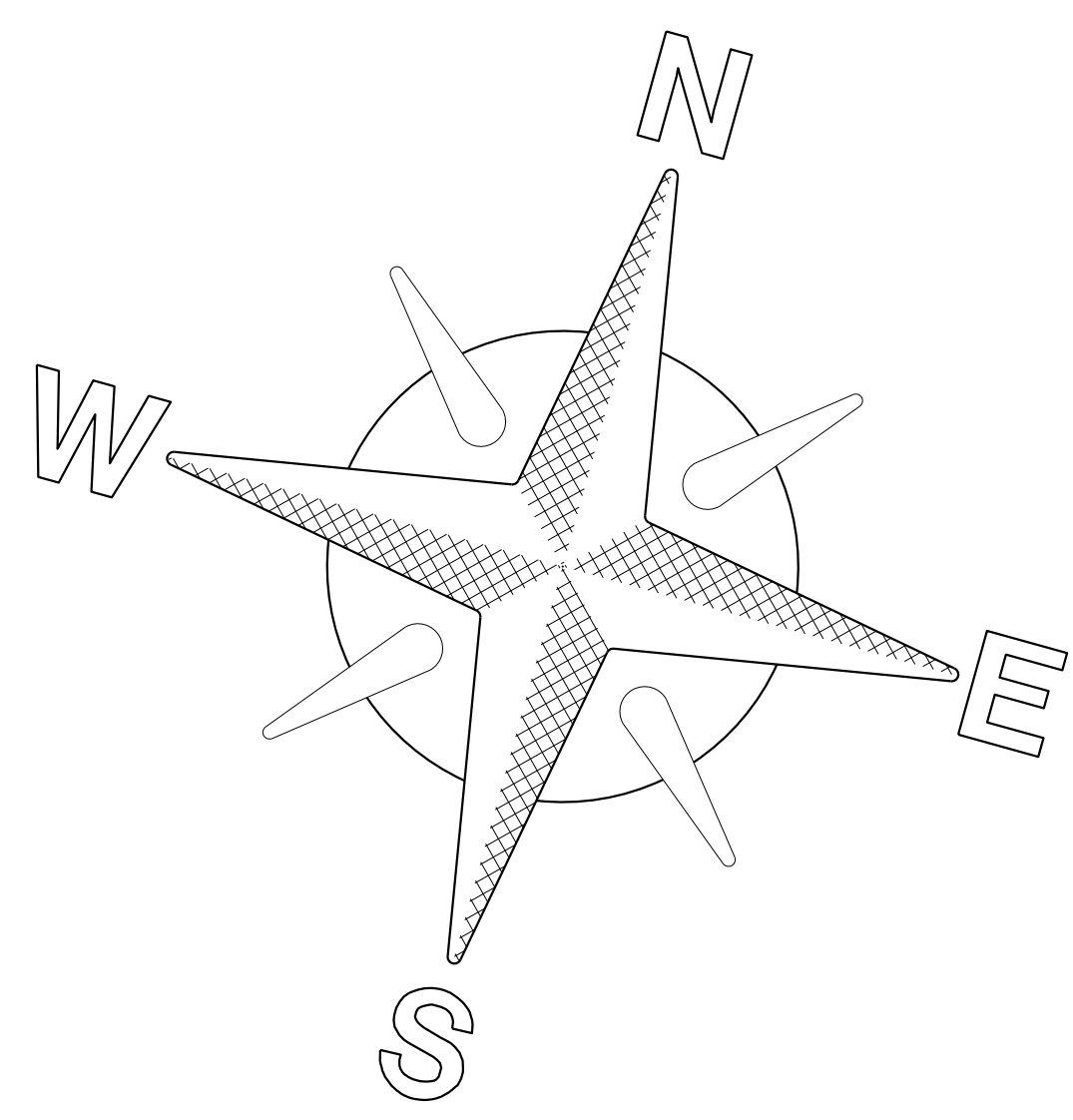
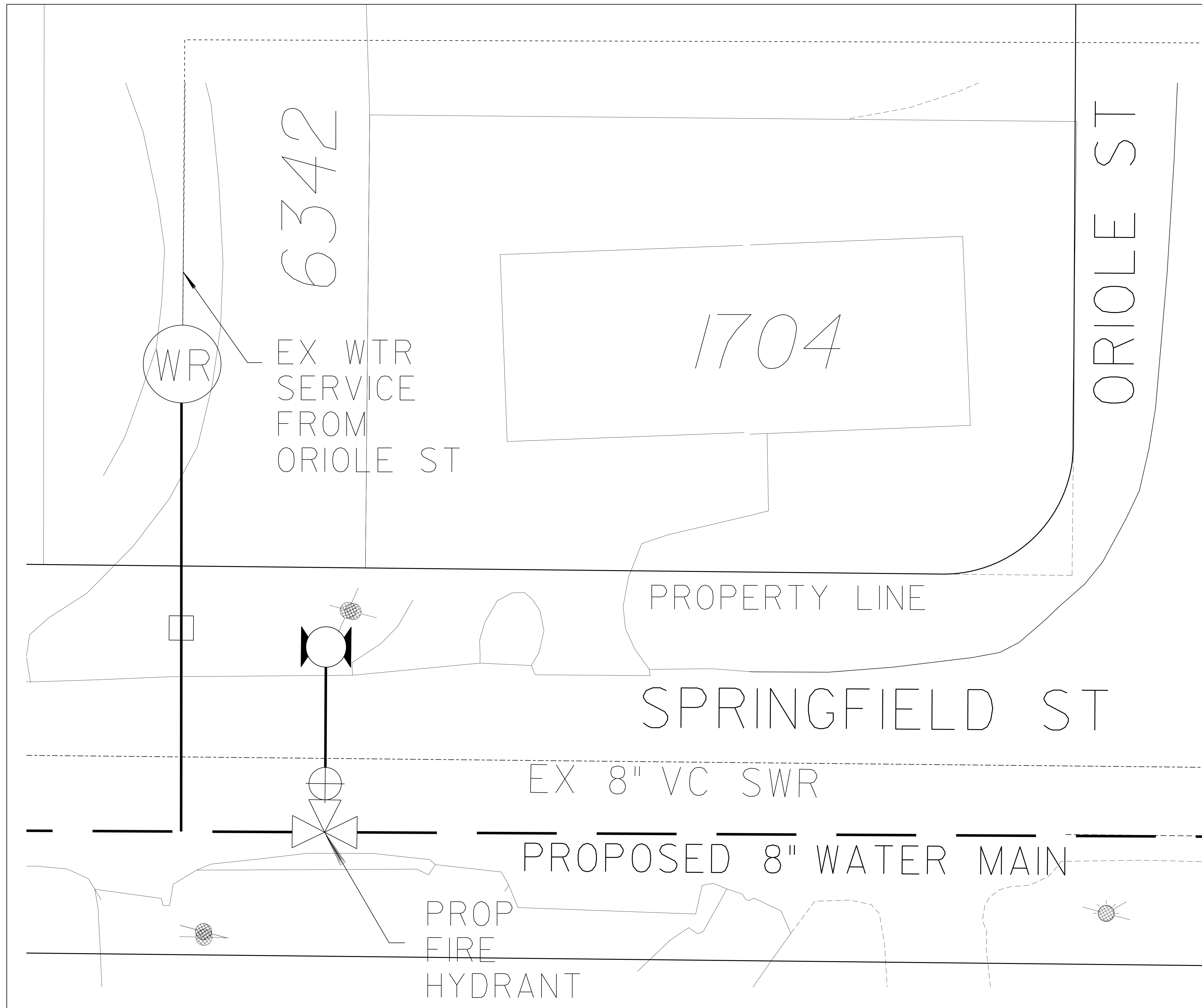


NO SCALE

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| PROP 1" WTR SERVICE REPLUMB |  |
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| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

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| ADDRESS                                    |
| 6341 SPRINGFIELD ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



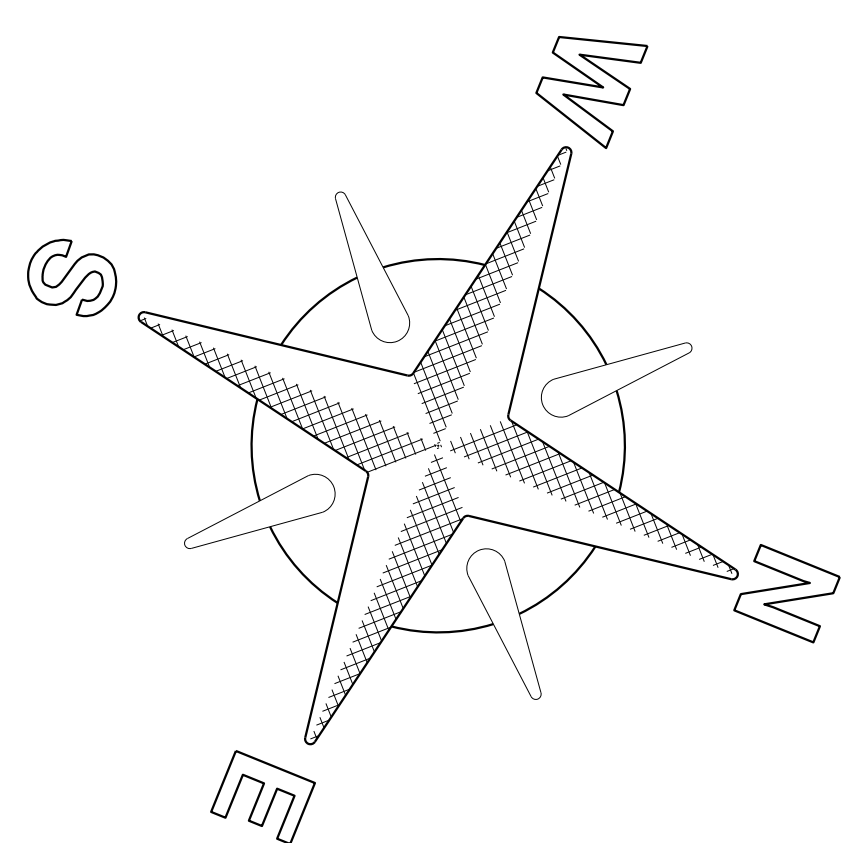
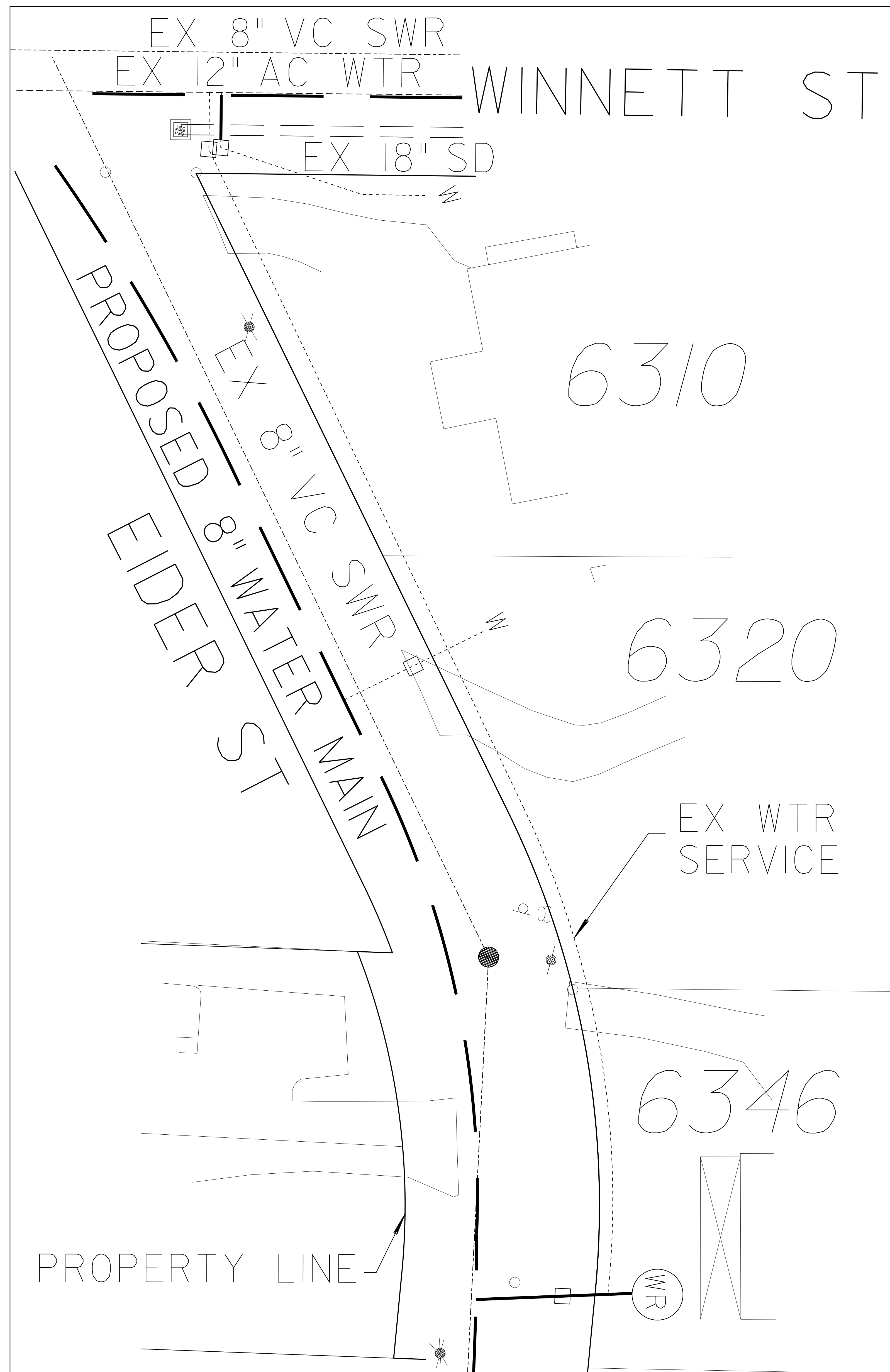
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| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|  |
|--|
| ADDRESS                                    |
| 6342 SPRINGFIELD ST<br>SAN DIEGO, CA 92114 |



# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

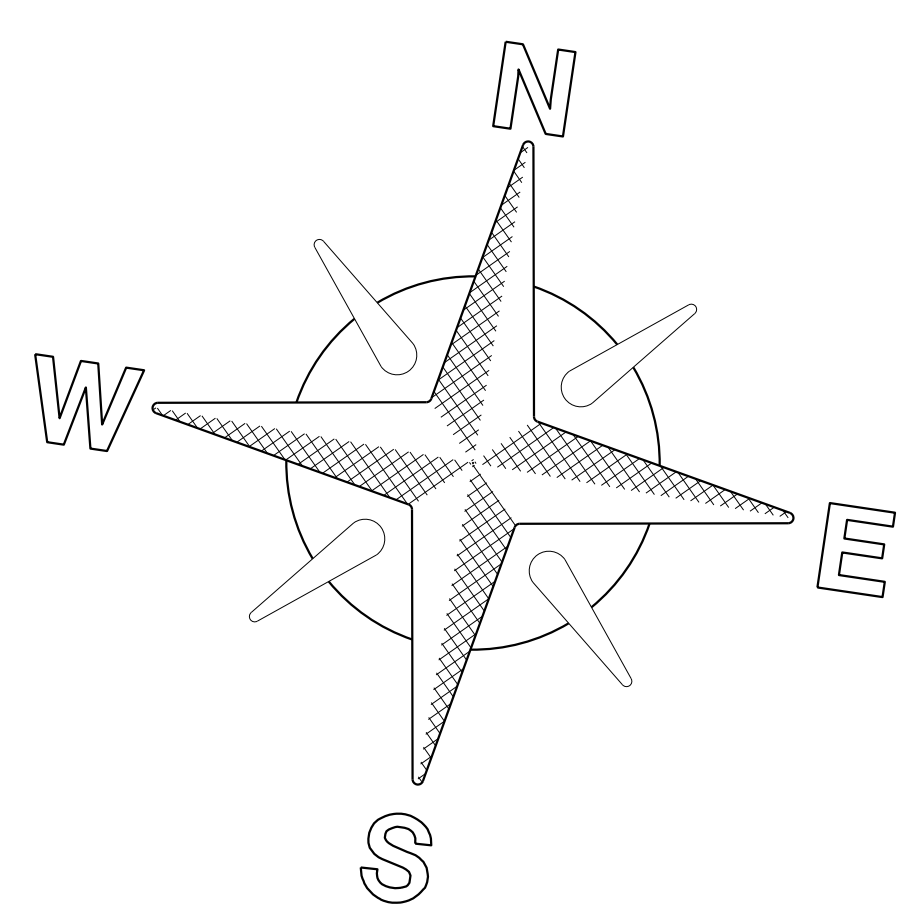
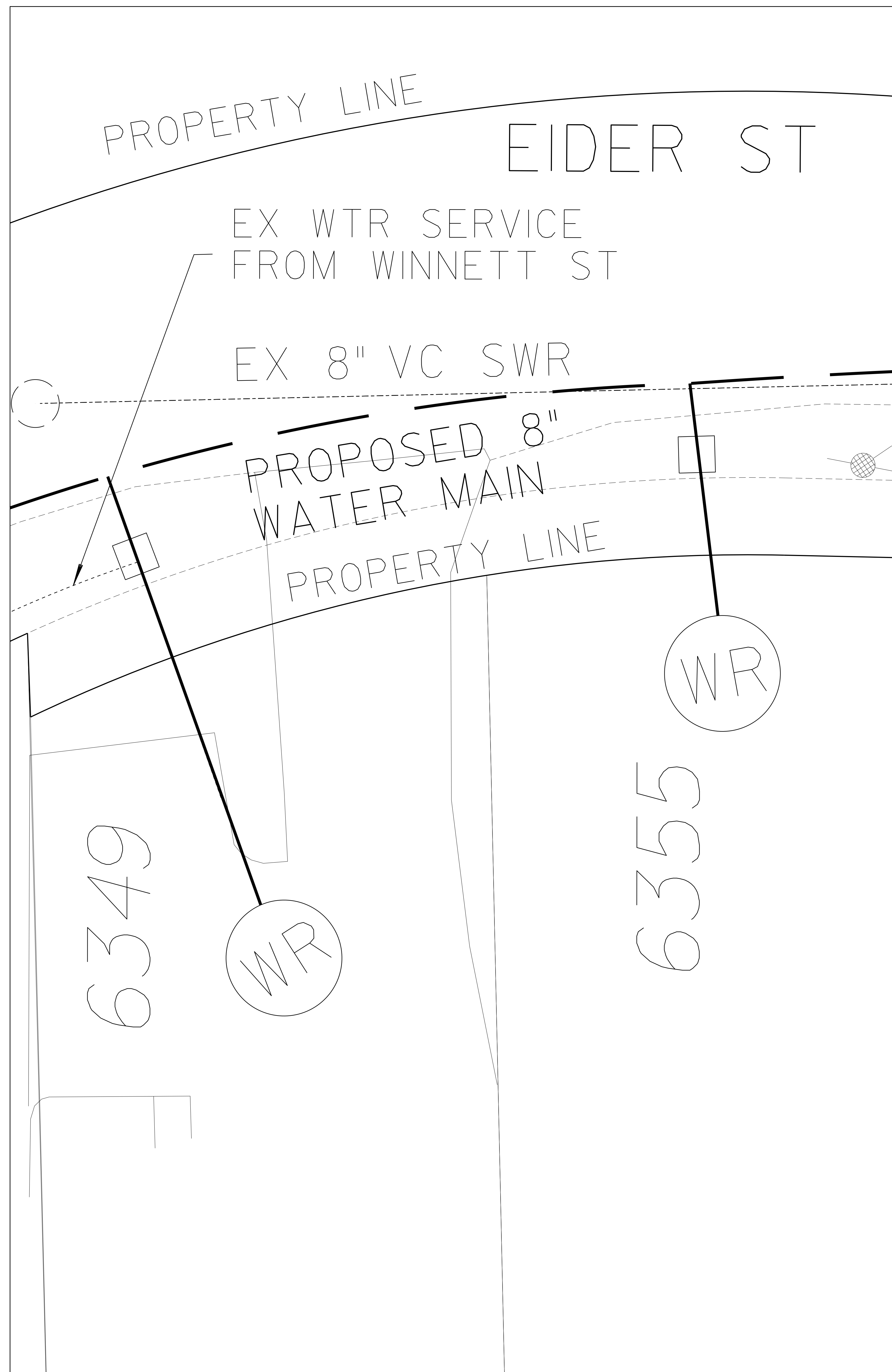


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6346 EIDER ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

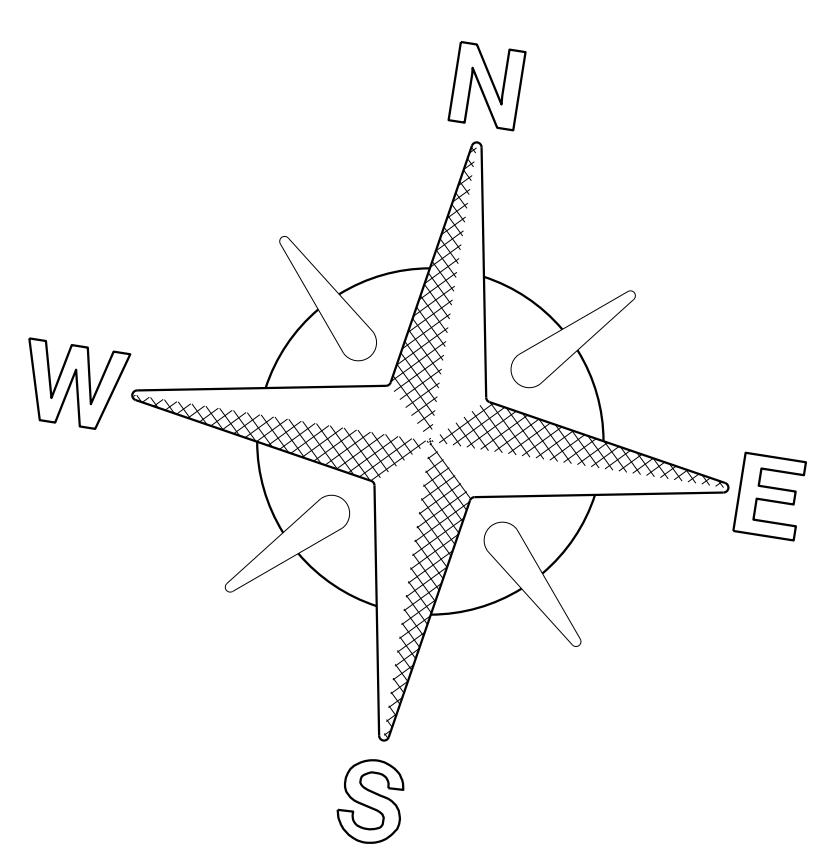
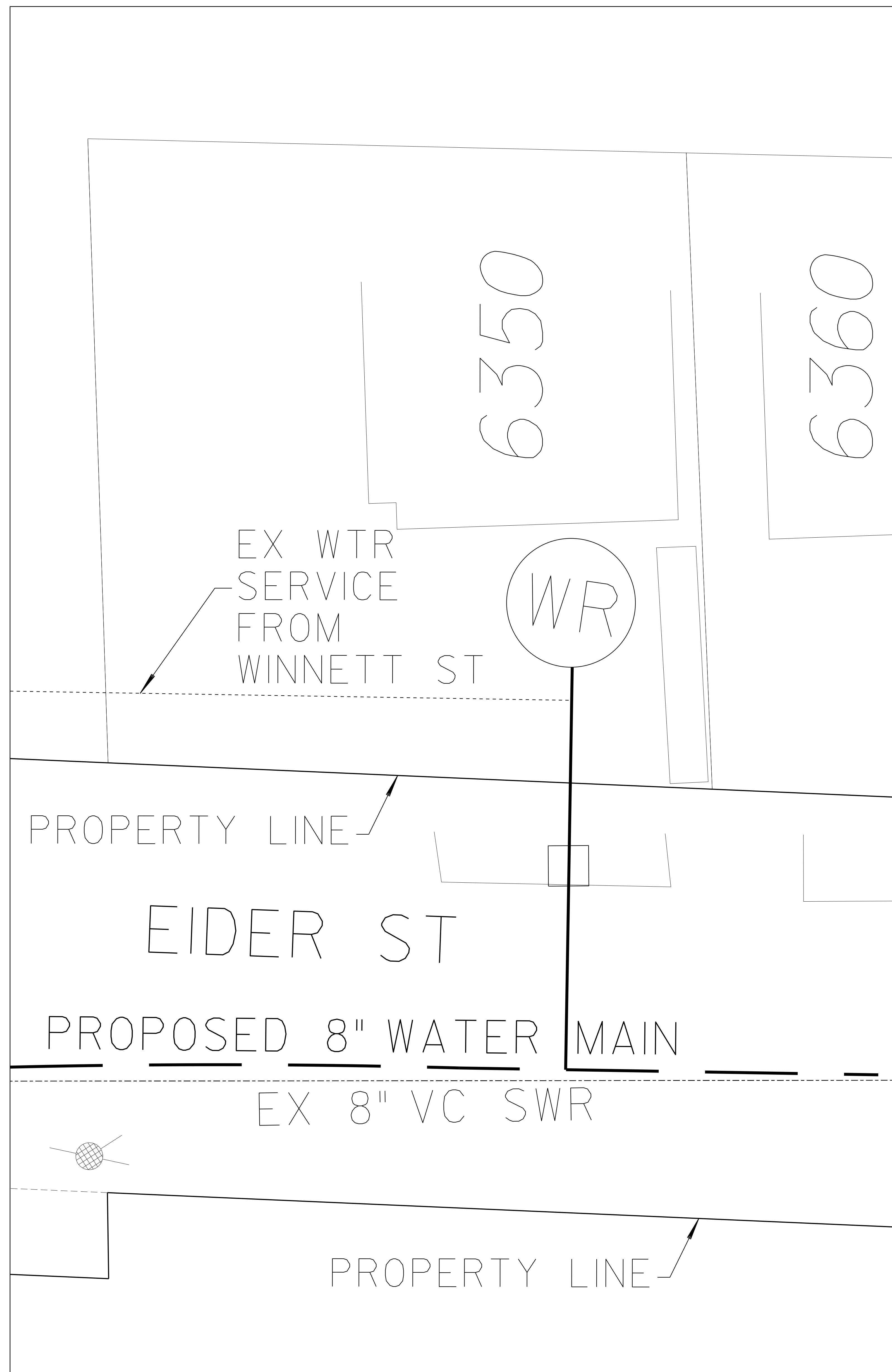


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6349 EIDER ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

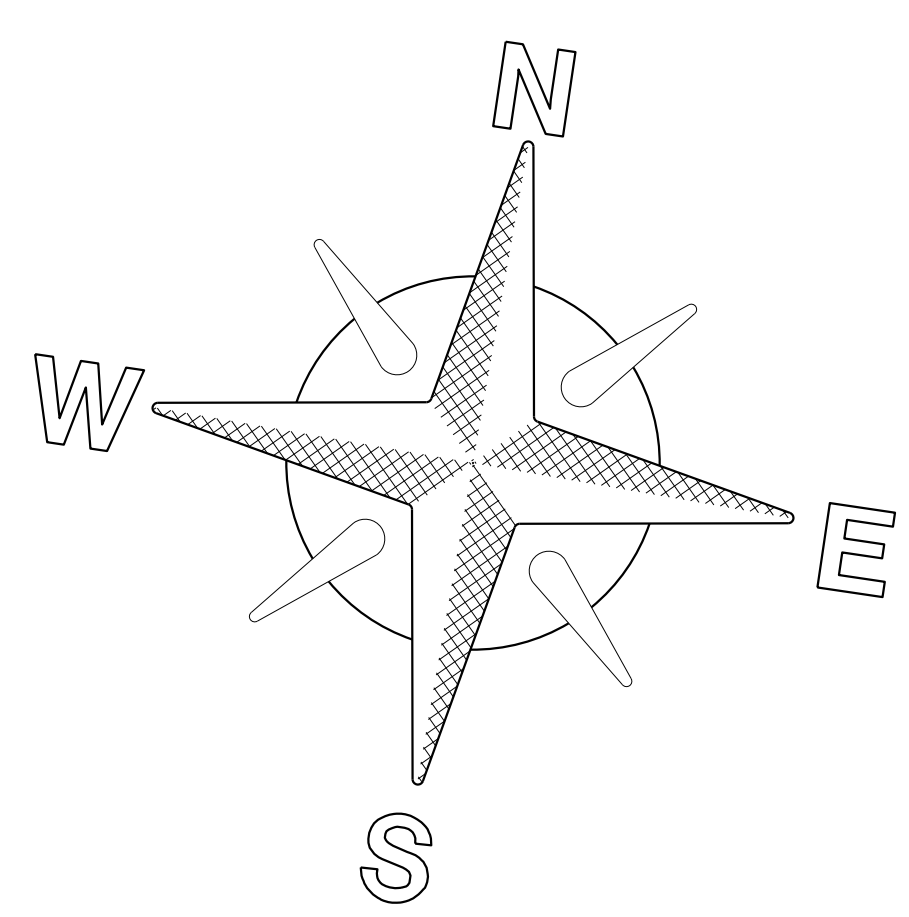
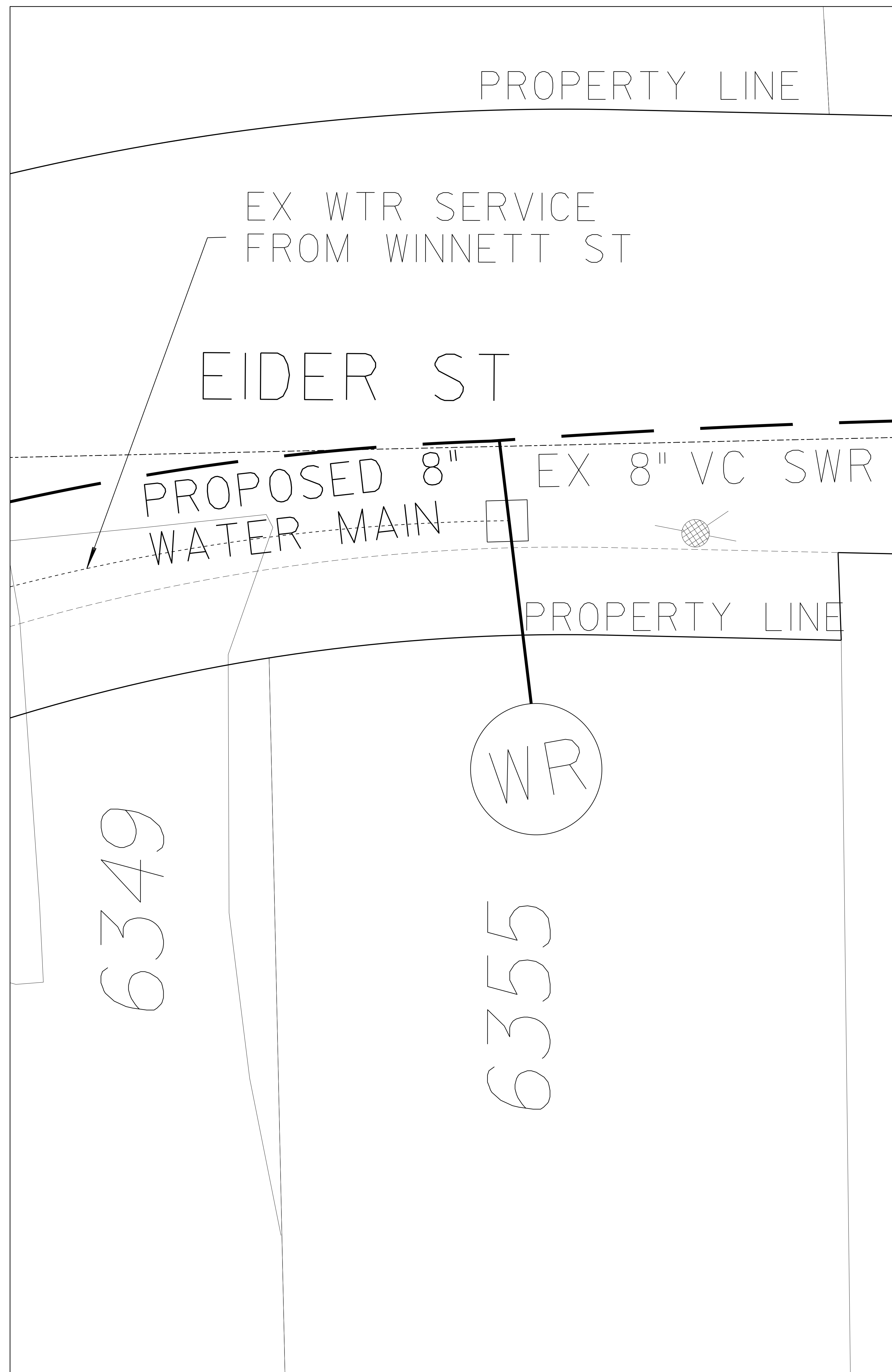


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6350 EIDER ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

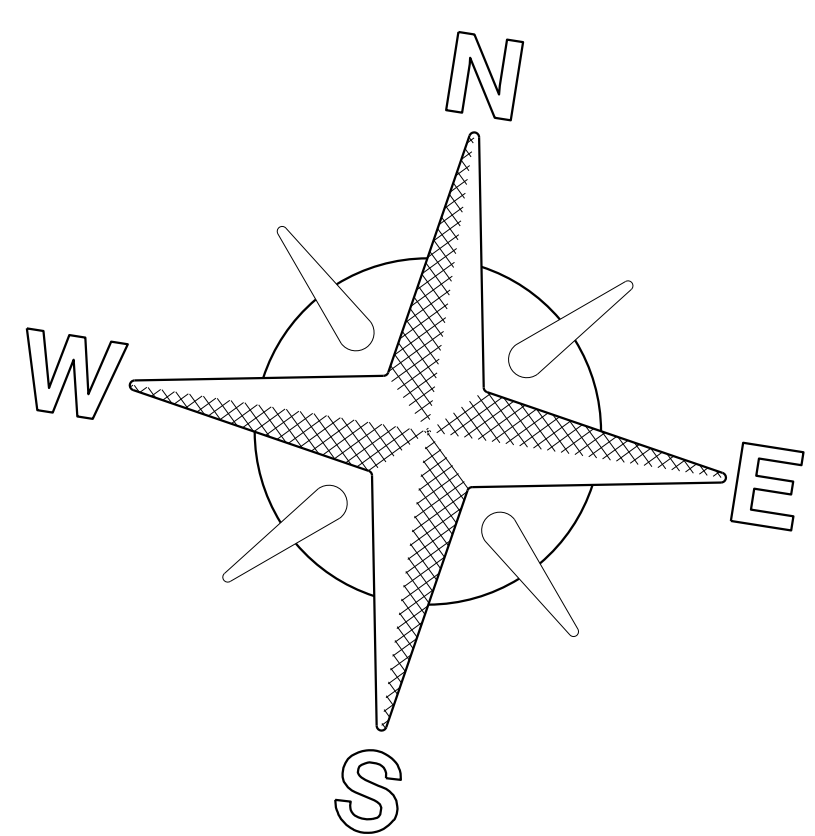
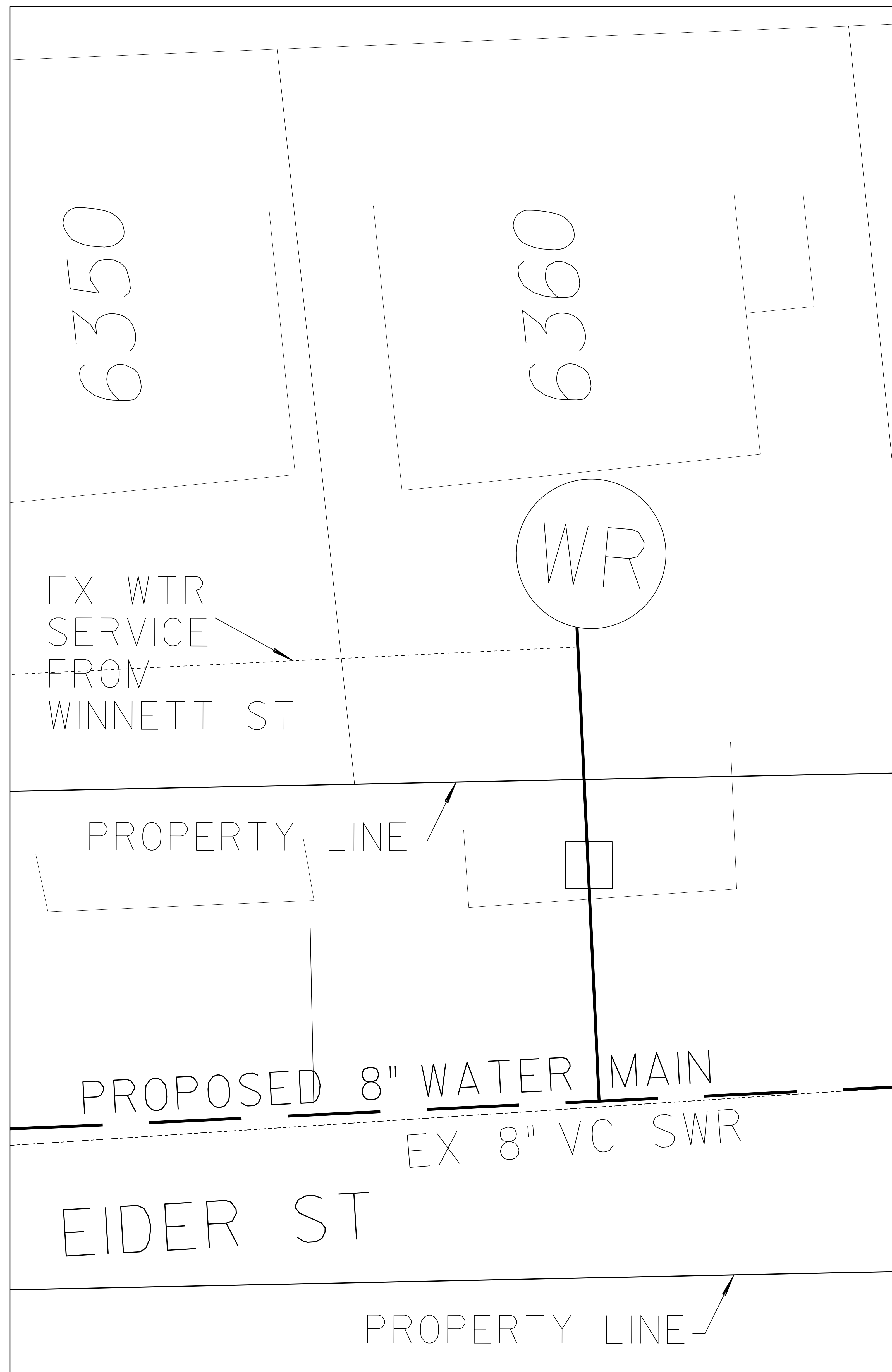


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6355 EIDER ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



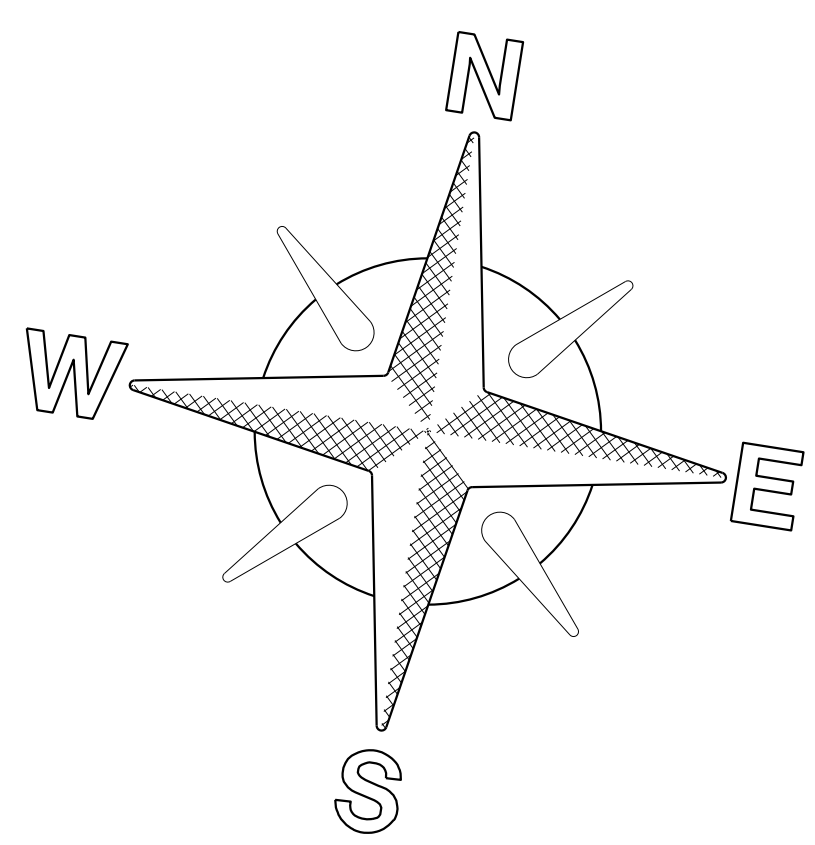
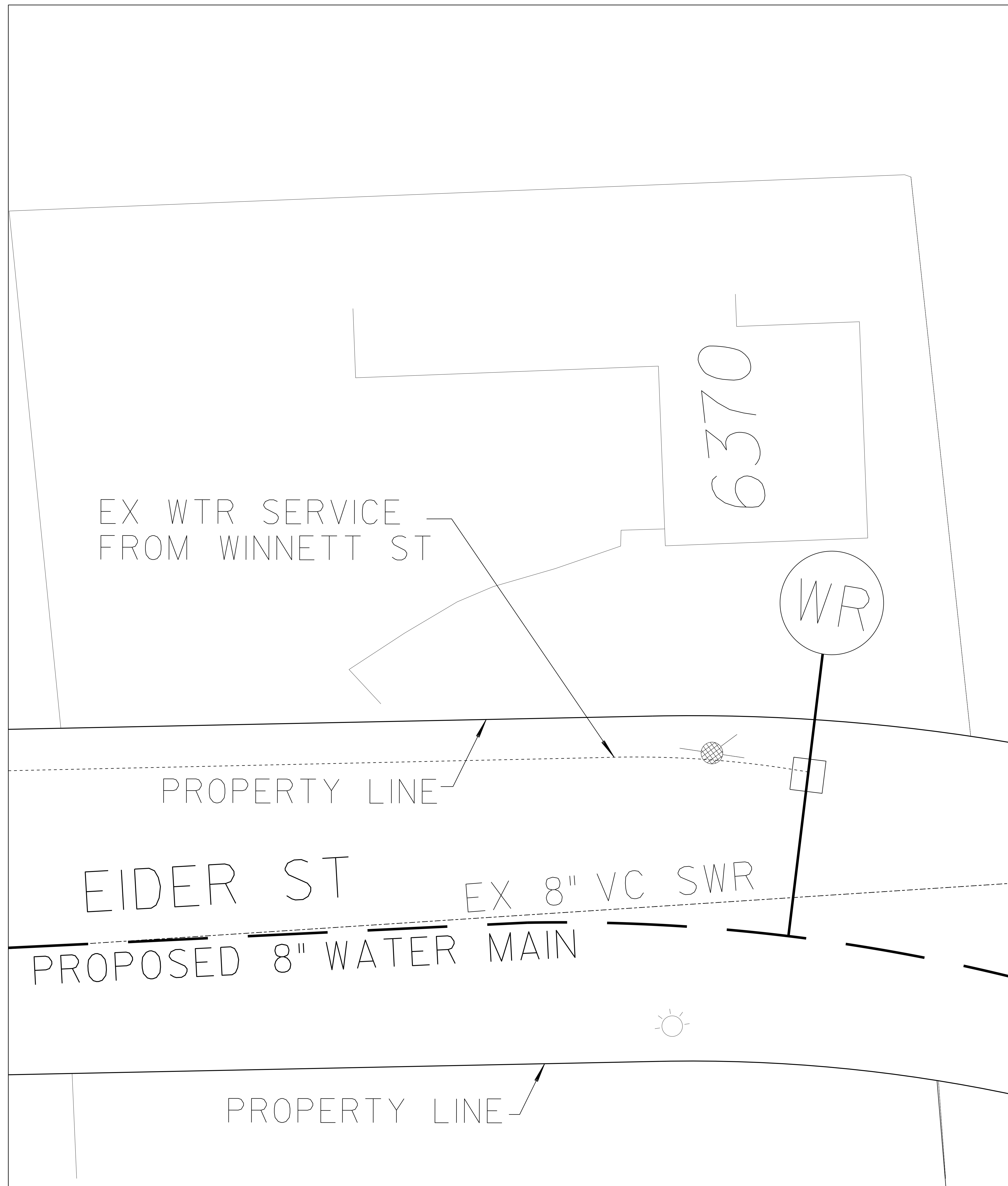
NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6360 EIDER ST<br>SAN DIEGO, CA 92114 |



# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

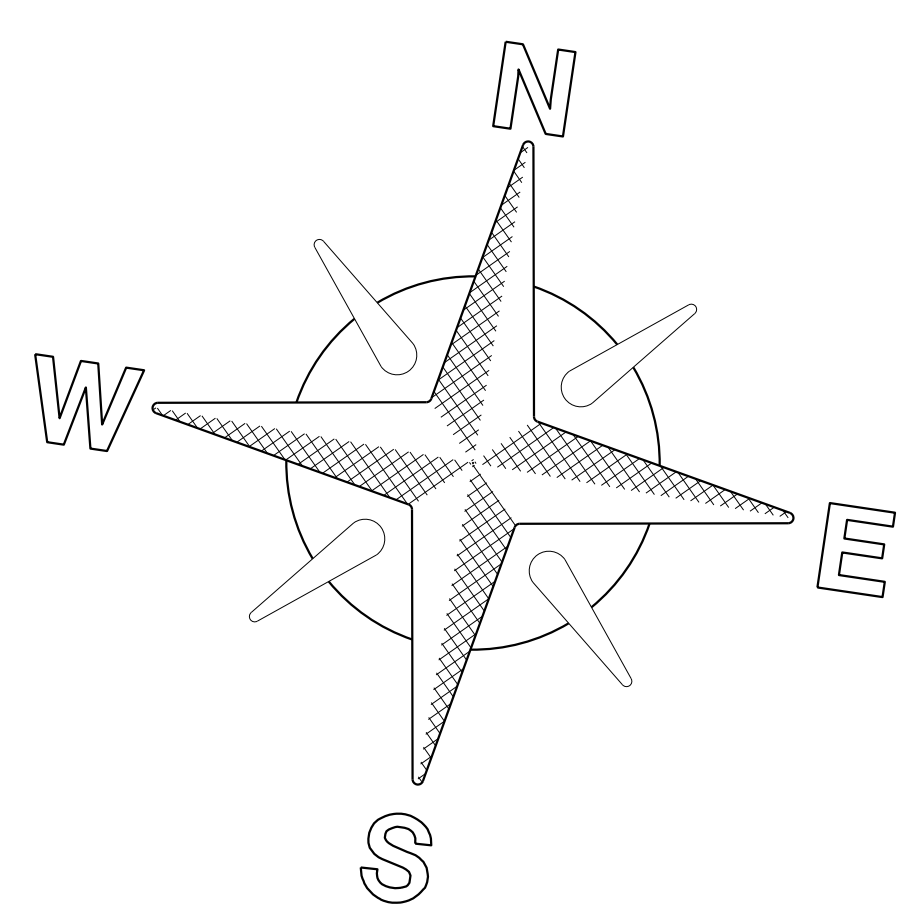
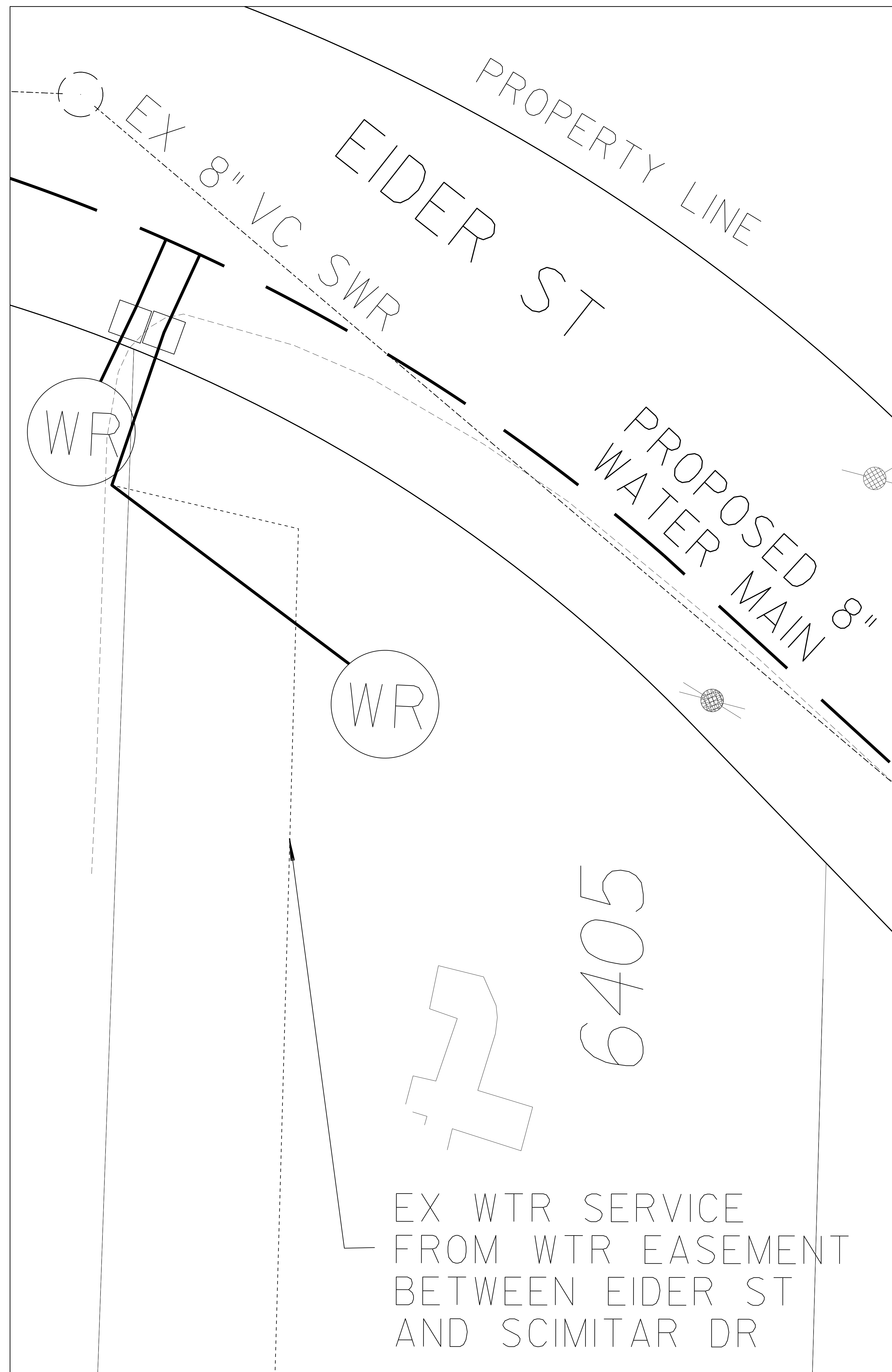


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6370 EIDER ST<br>SAN DIEGO, CA 92114 |

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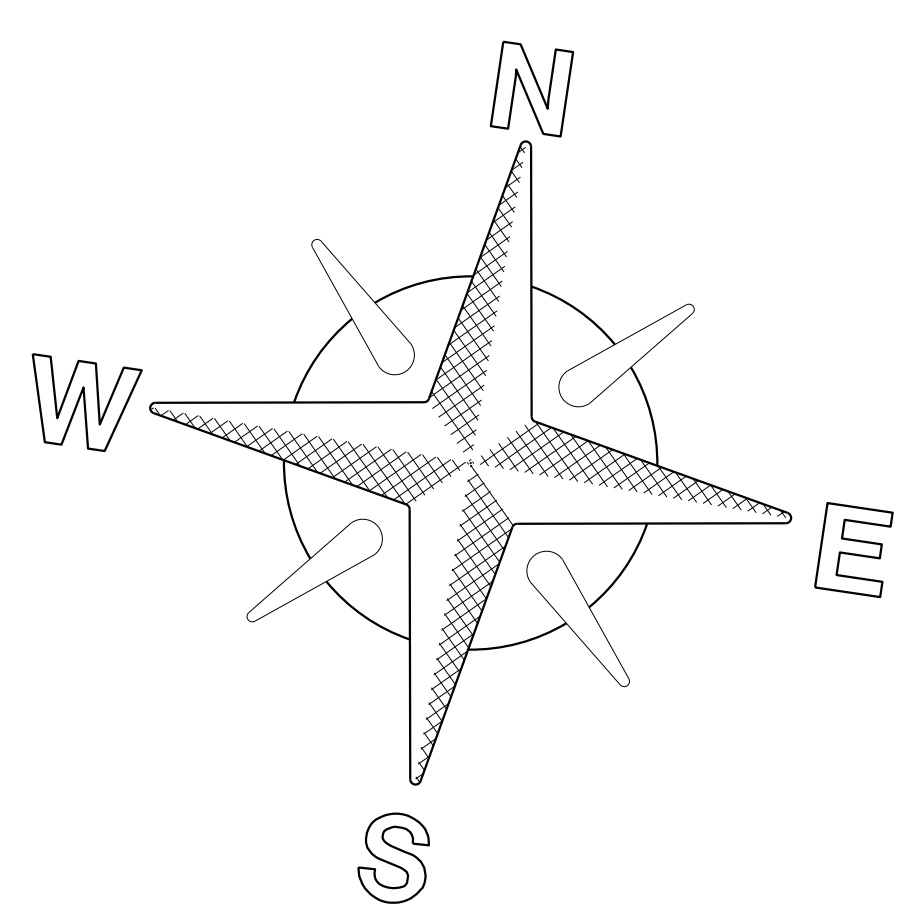


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6405 EIDER ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

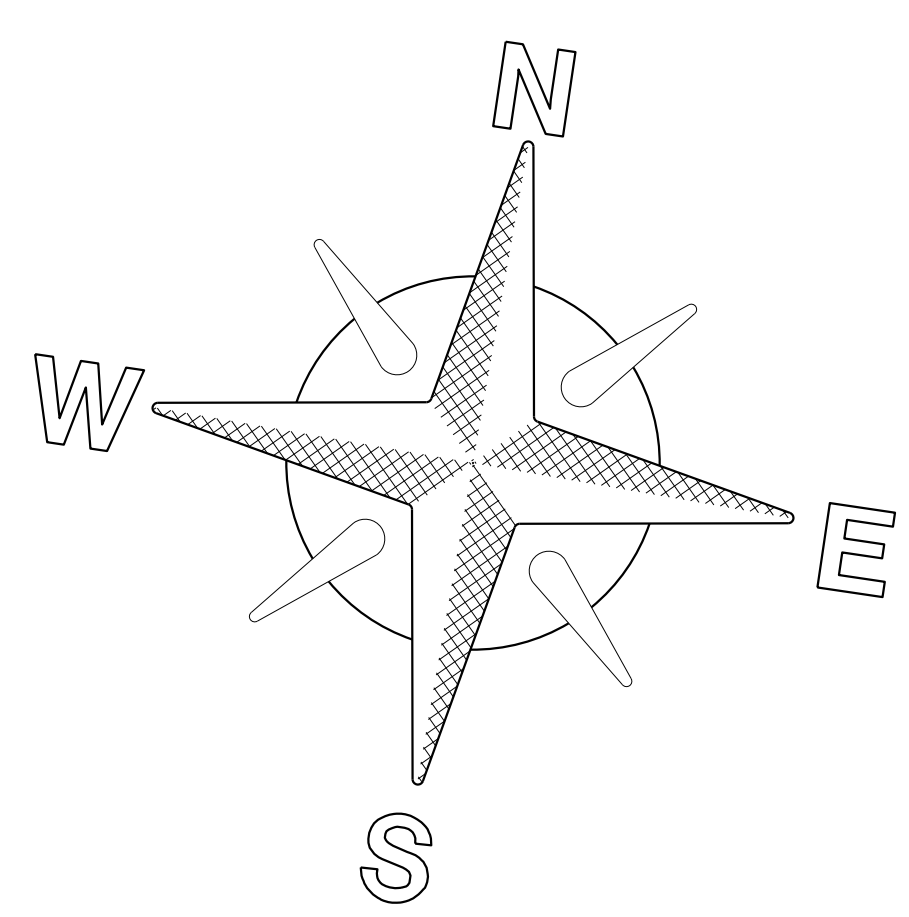
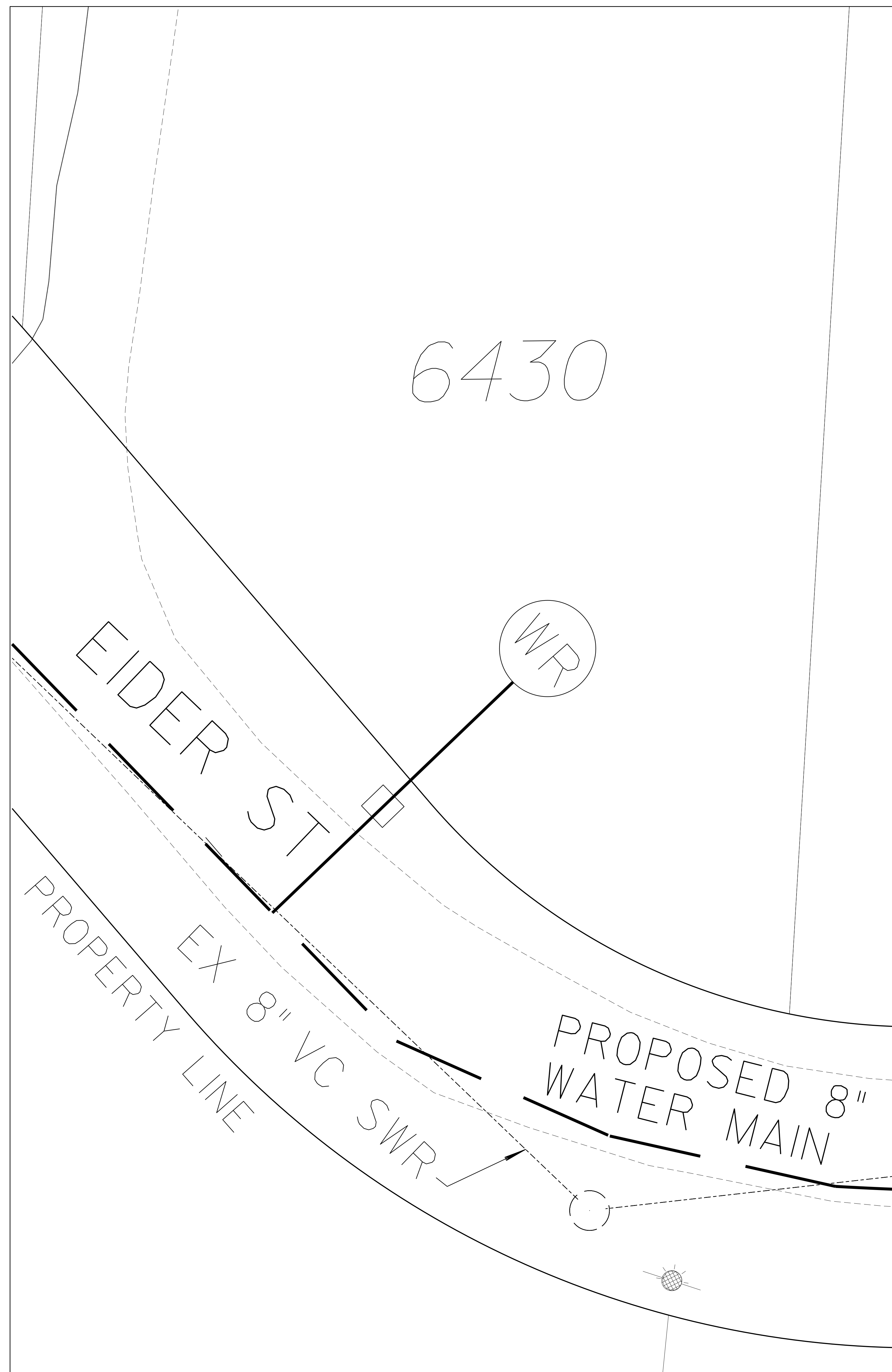


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

| ADDRESS                              |
|--------------------------------------|
| 6410 EIDER ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

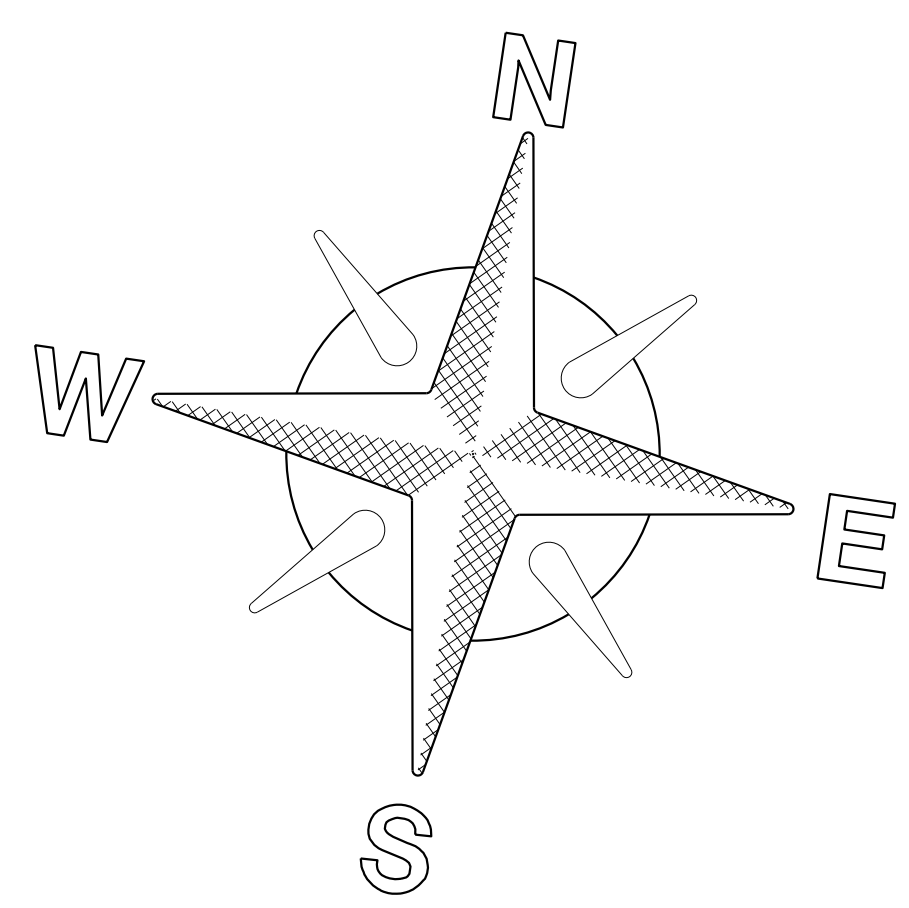
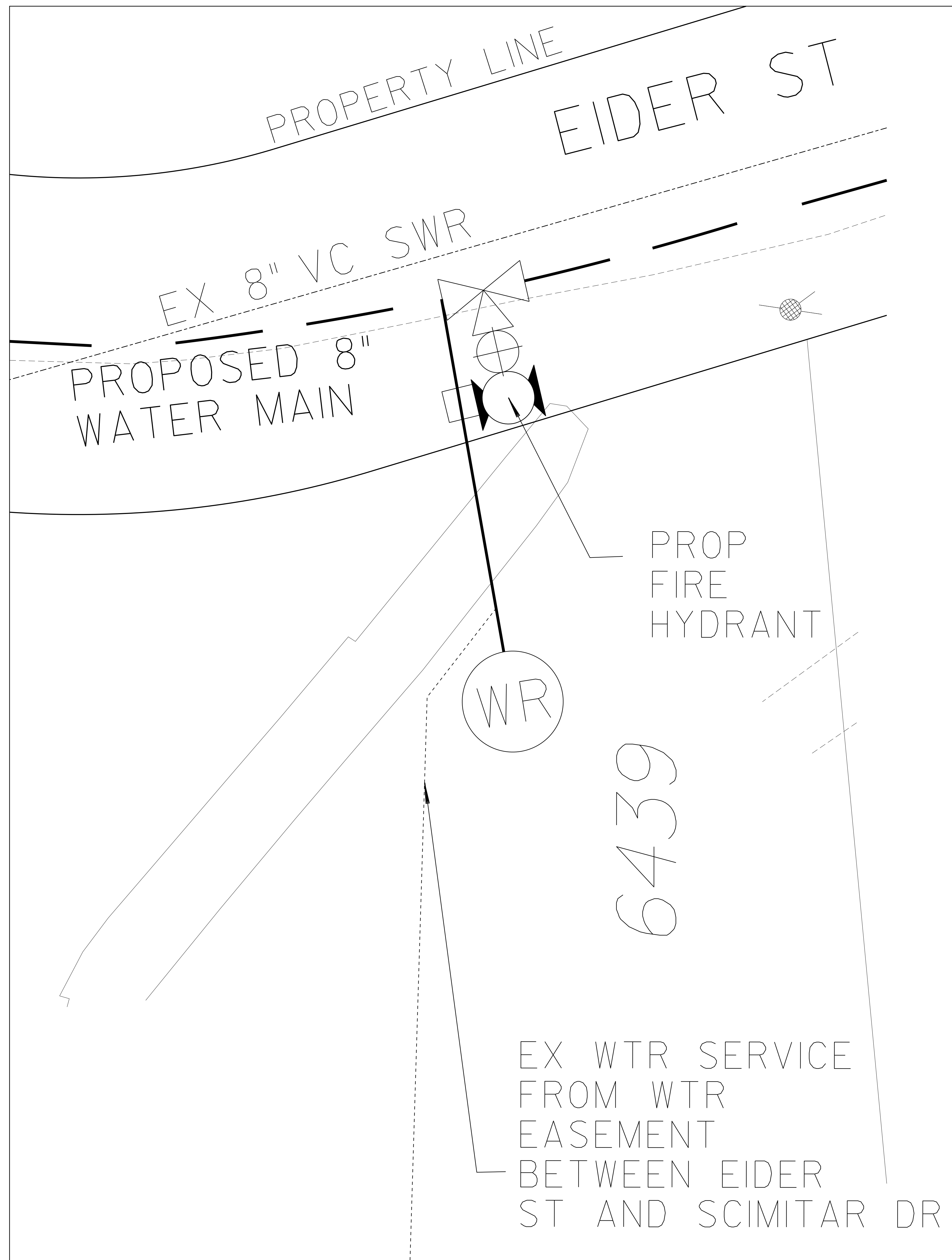


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6430 EIDER ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



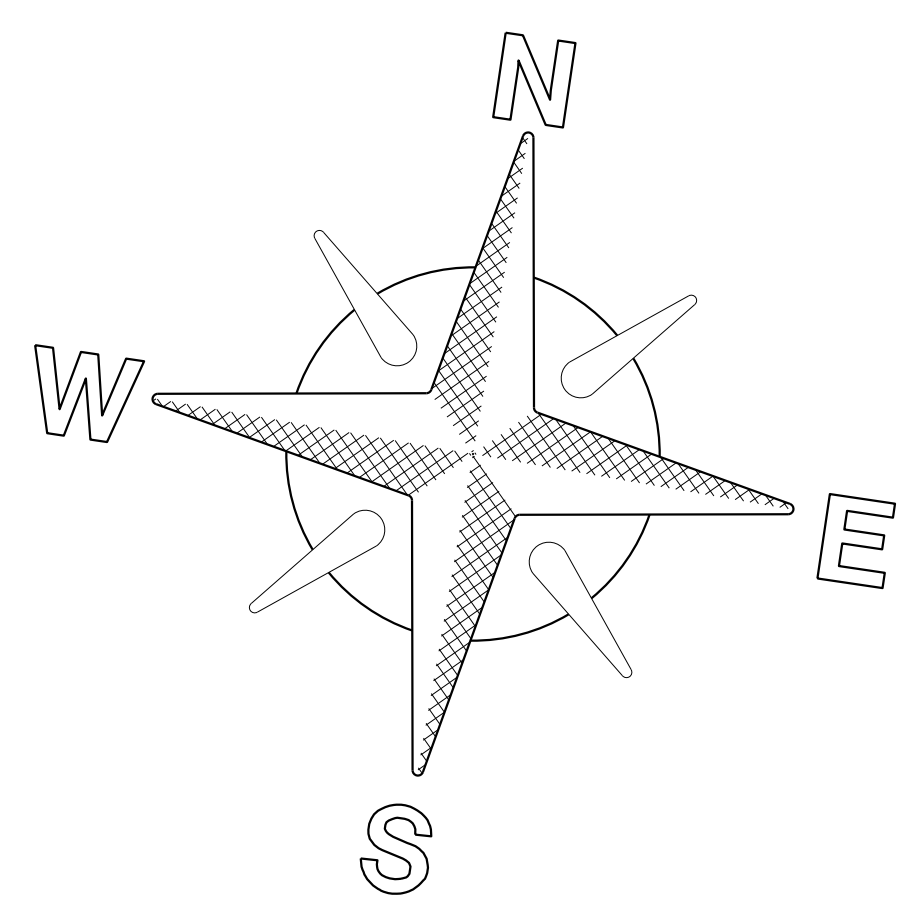
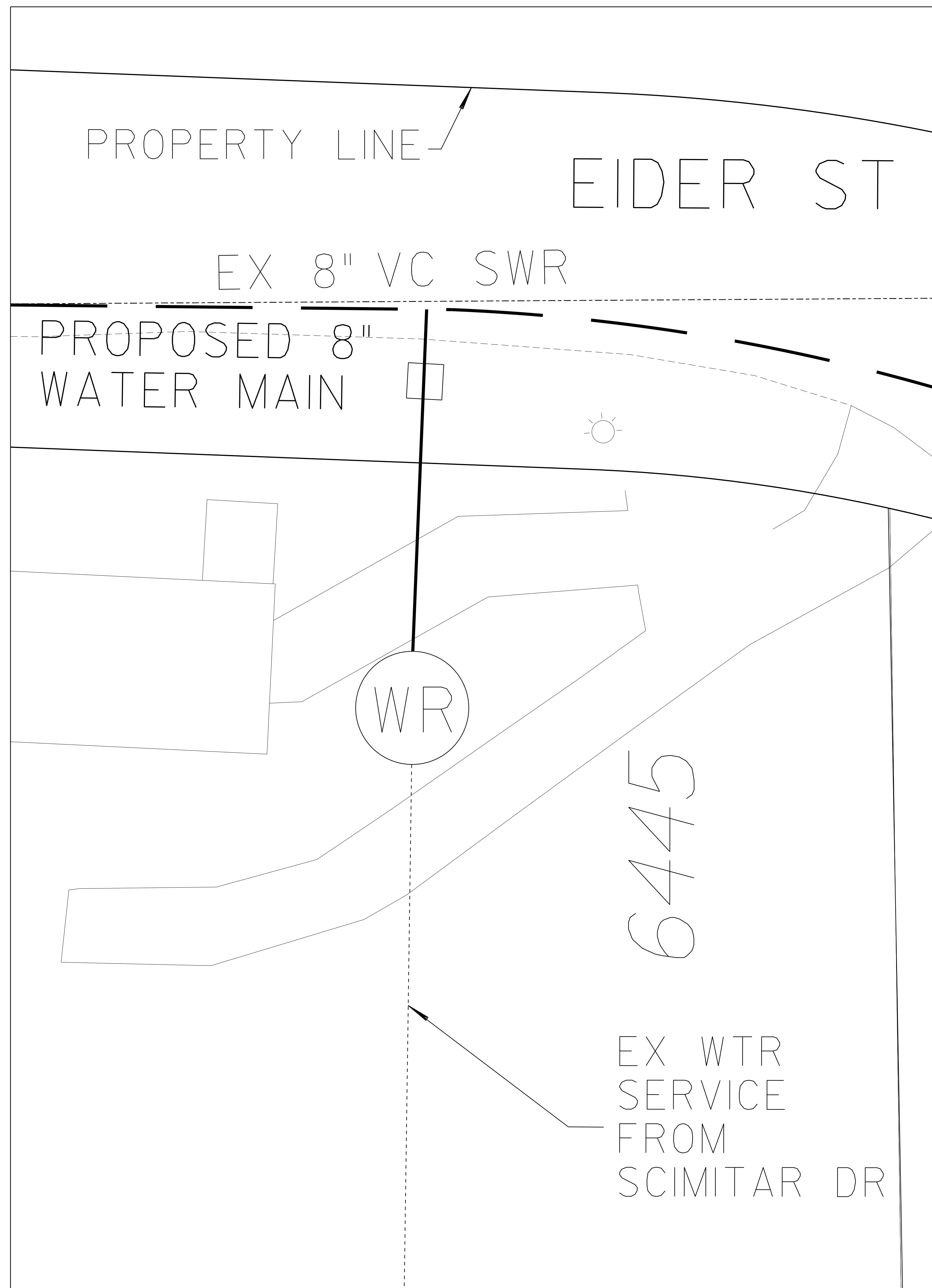
NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

| ADDRESS                              |
|--------------------------------------|
| 6439 EIDER ST<br>SAN DIEGO, CA 92114 |



# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

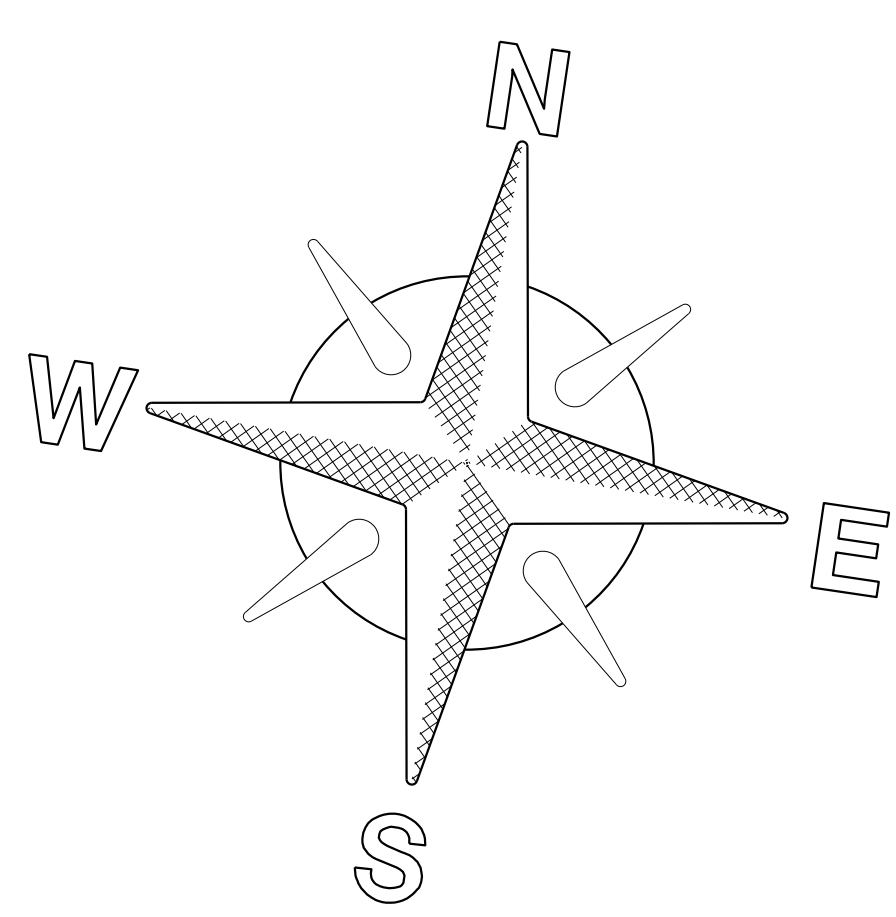
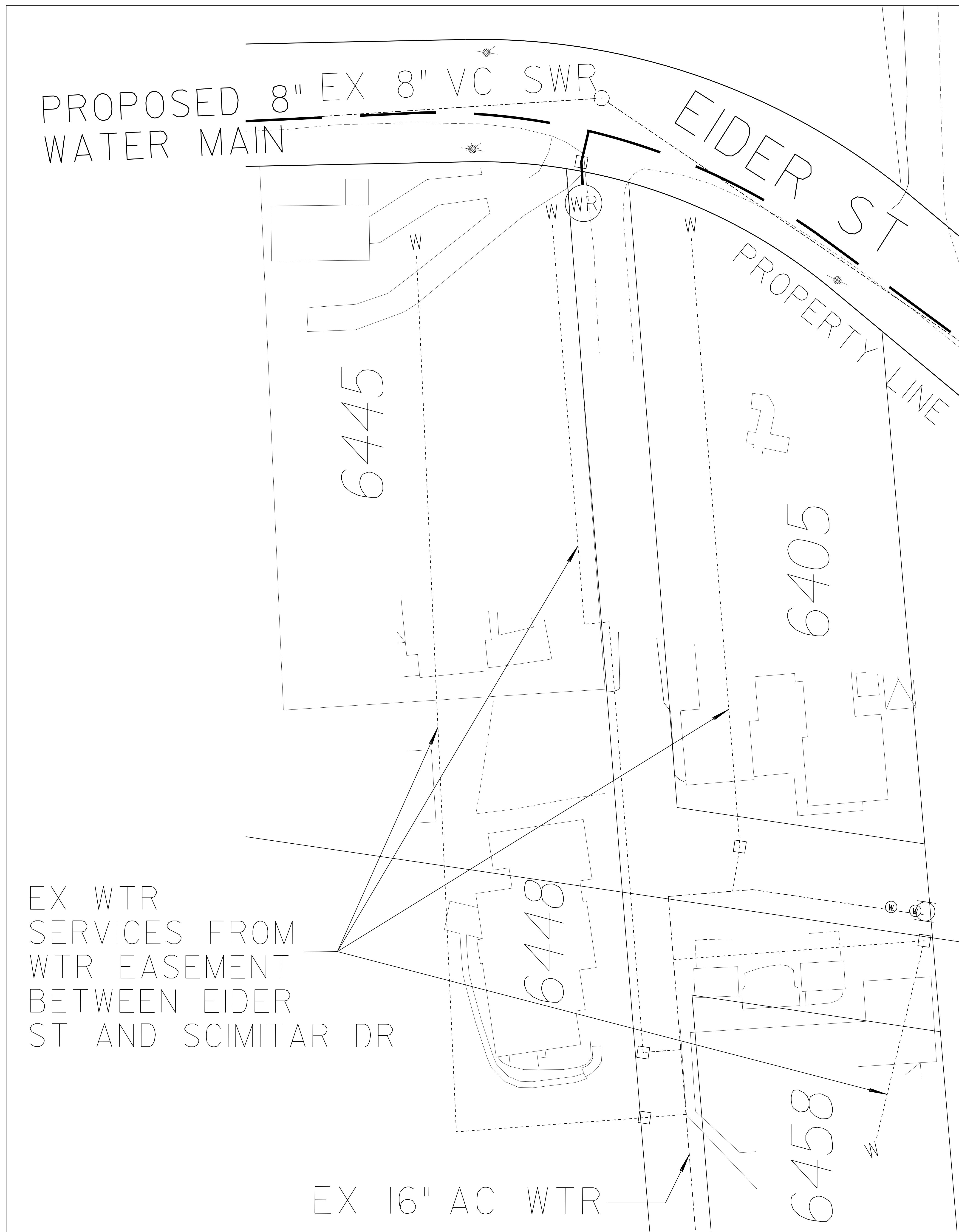


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6445 EIDER ST<br>SAN DIEGO, CA 92114 |

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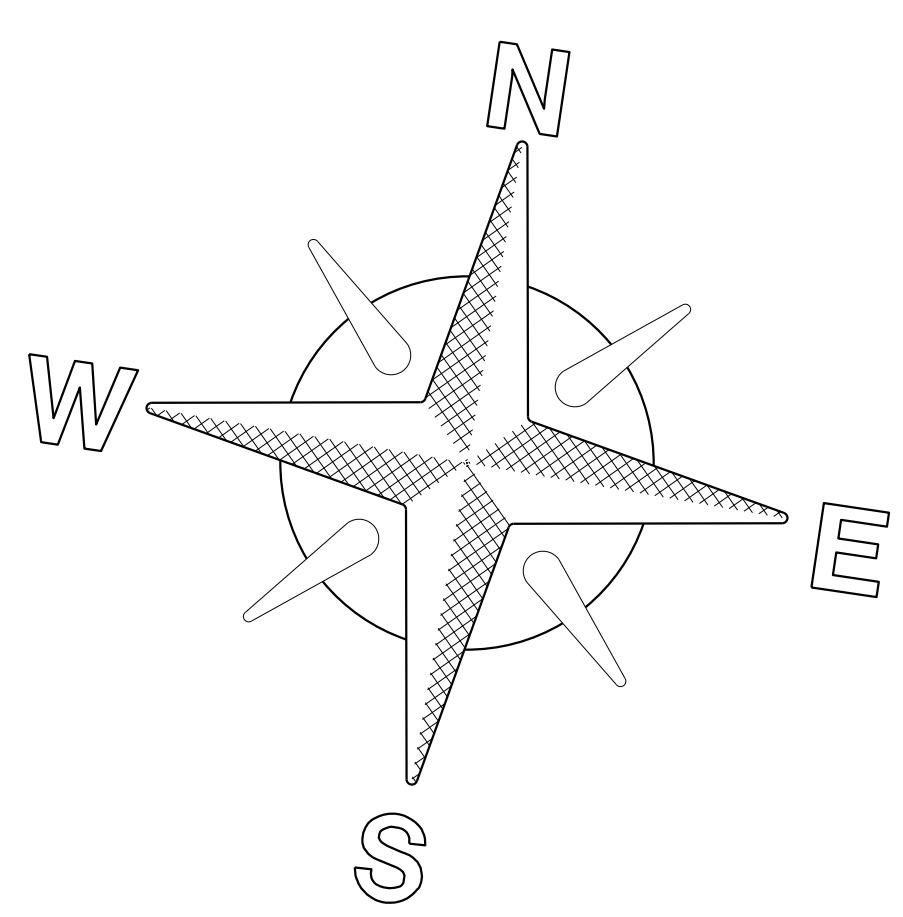
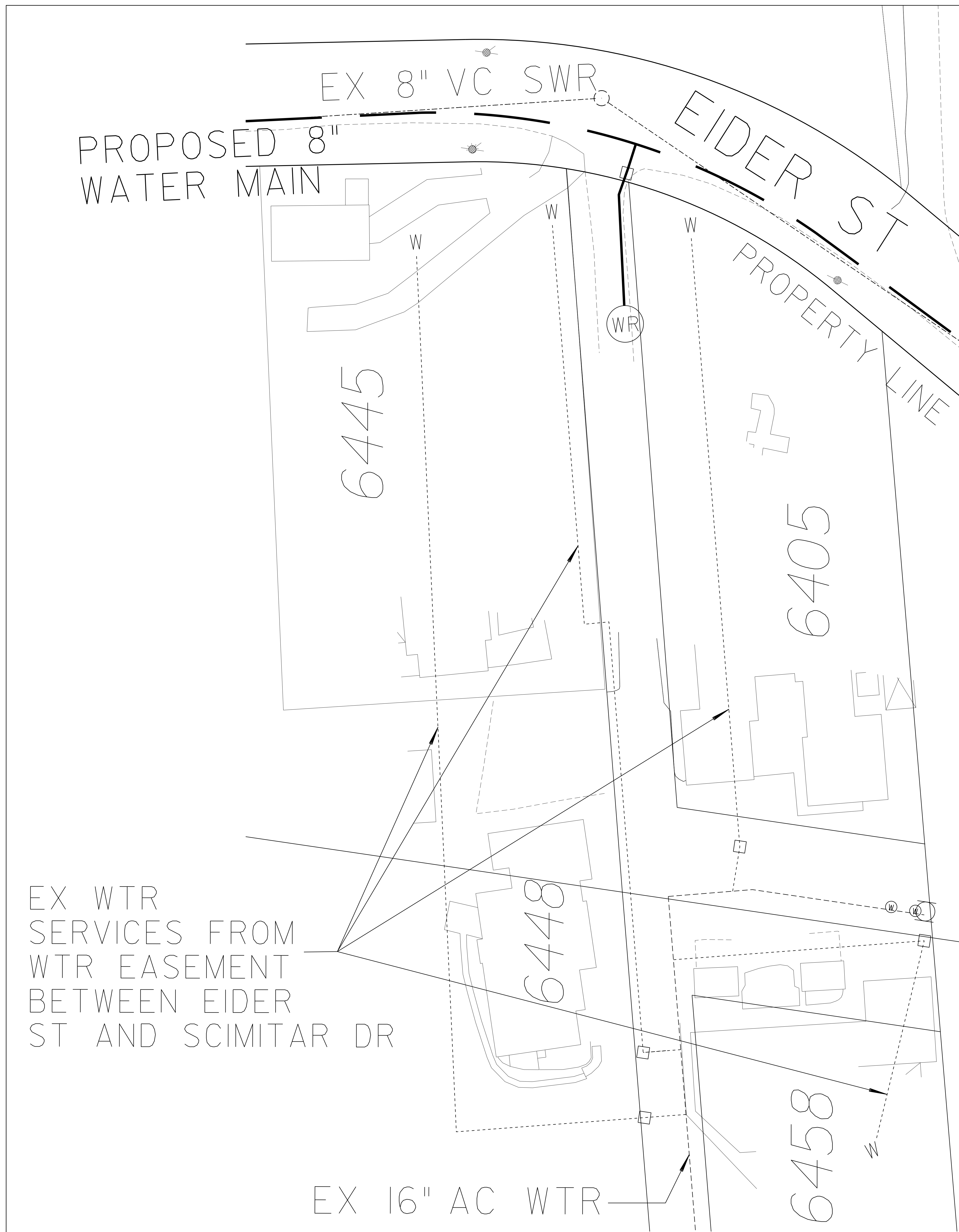


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

| ADDRESS                              |
|--------------------------------------|
| 6448 EIDER ST<br>SAN DIEGO, CA 92114 |

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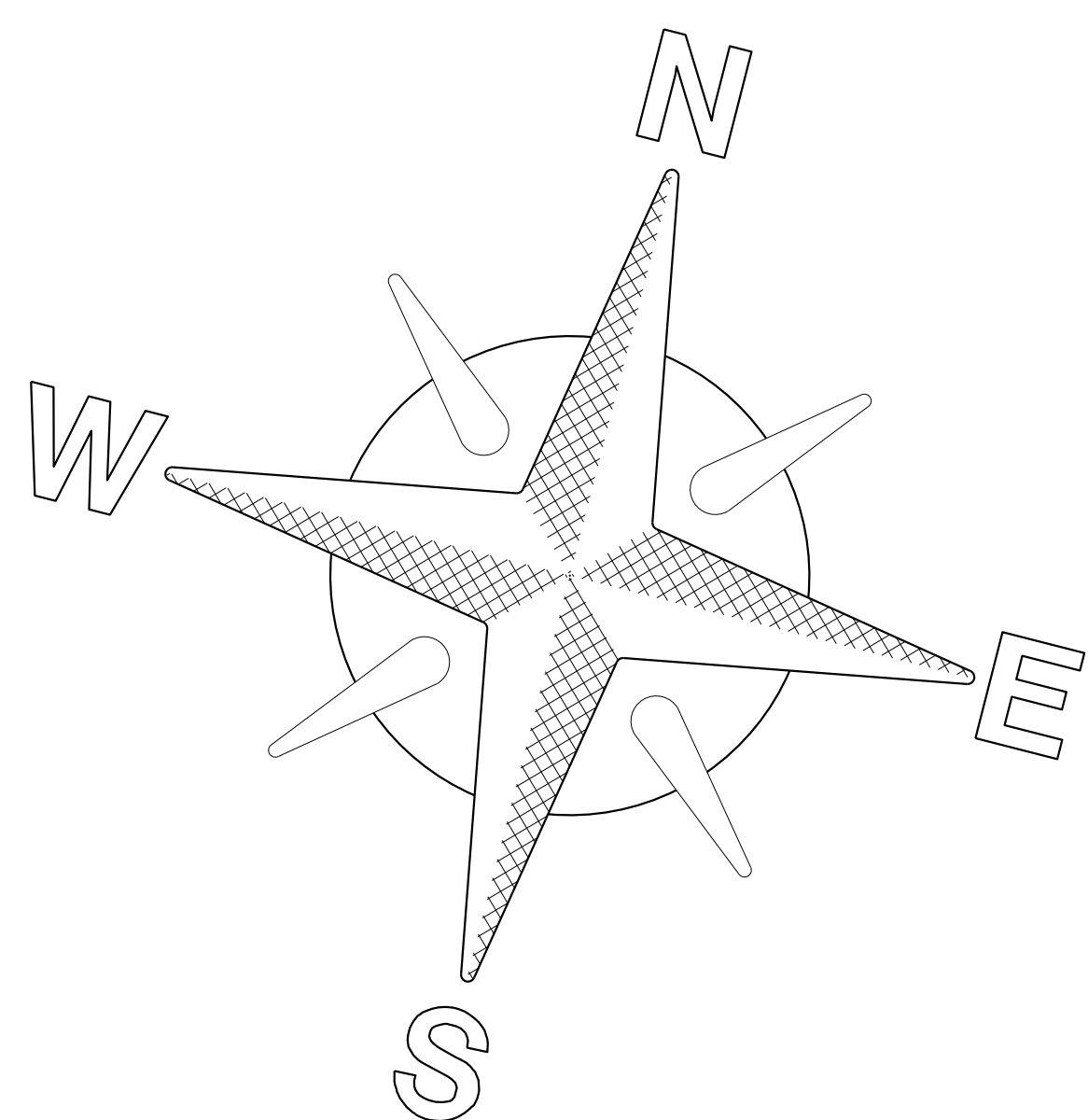
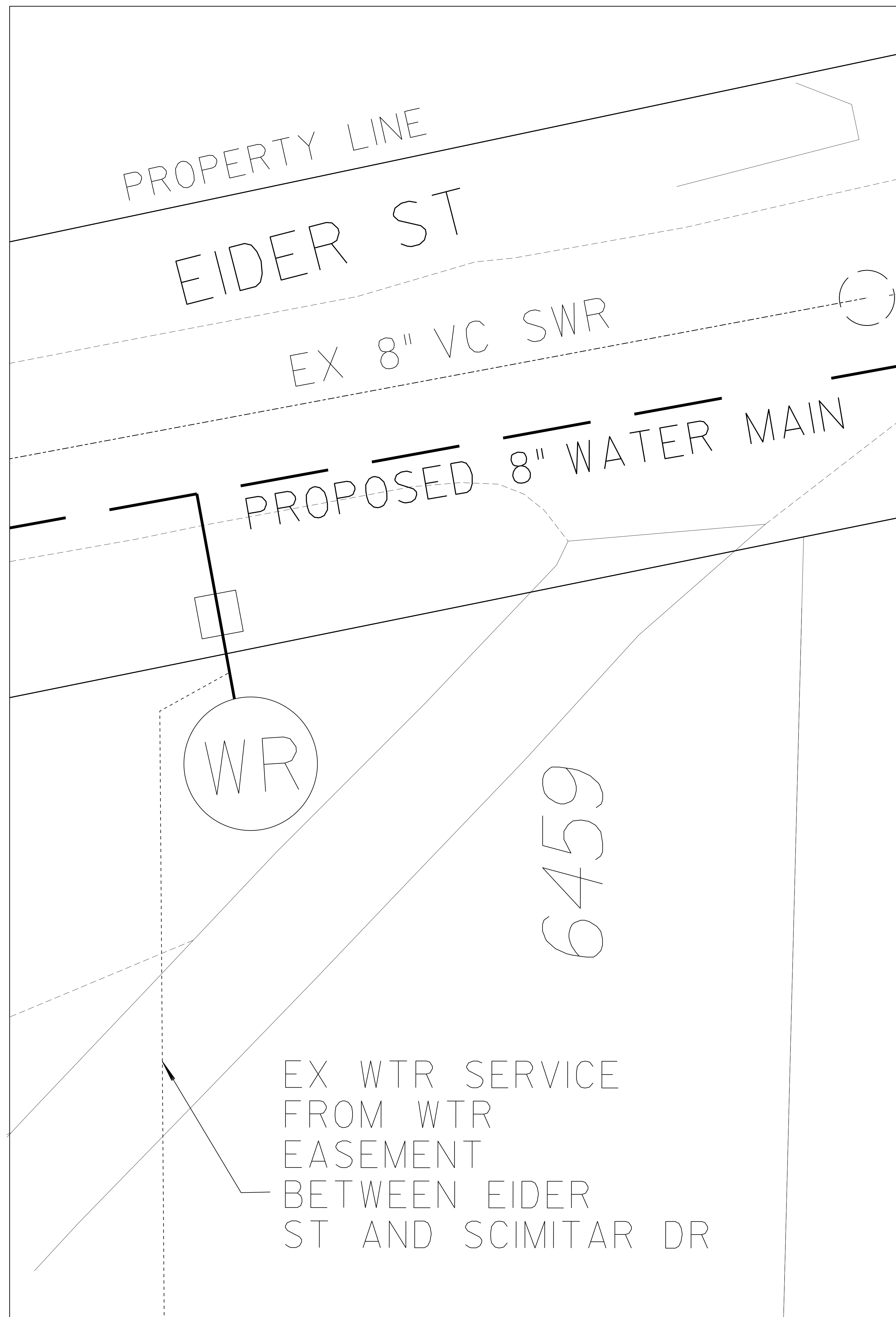


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

| ADDRESS                              |
|--------------------------------------|
| 6458 EIDER ST<br>SAN DIEGO, CA 92114 |

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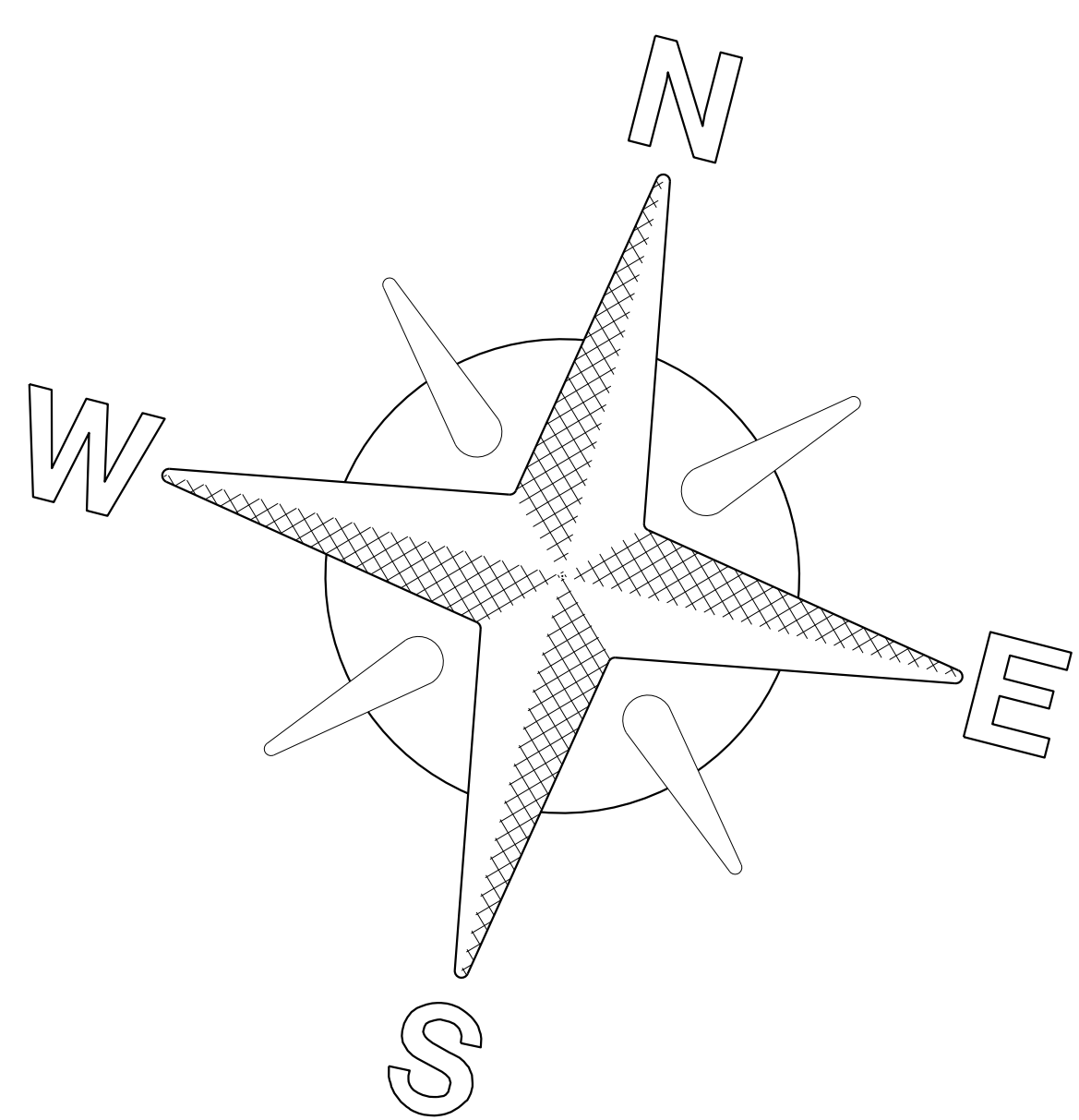
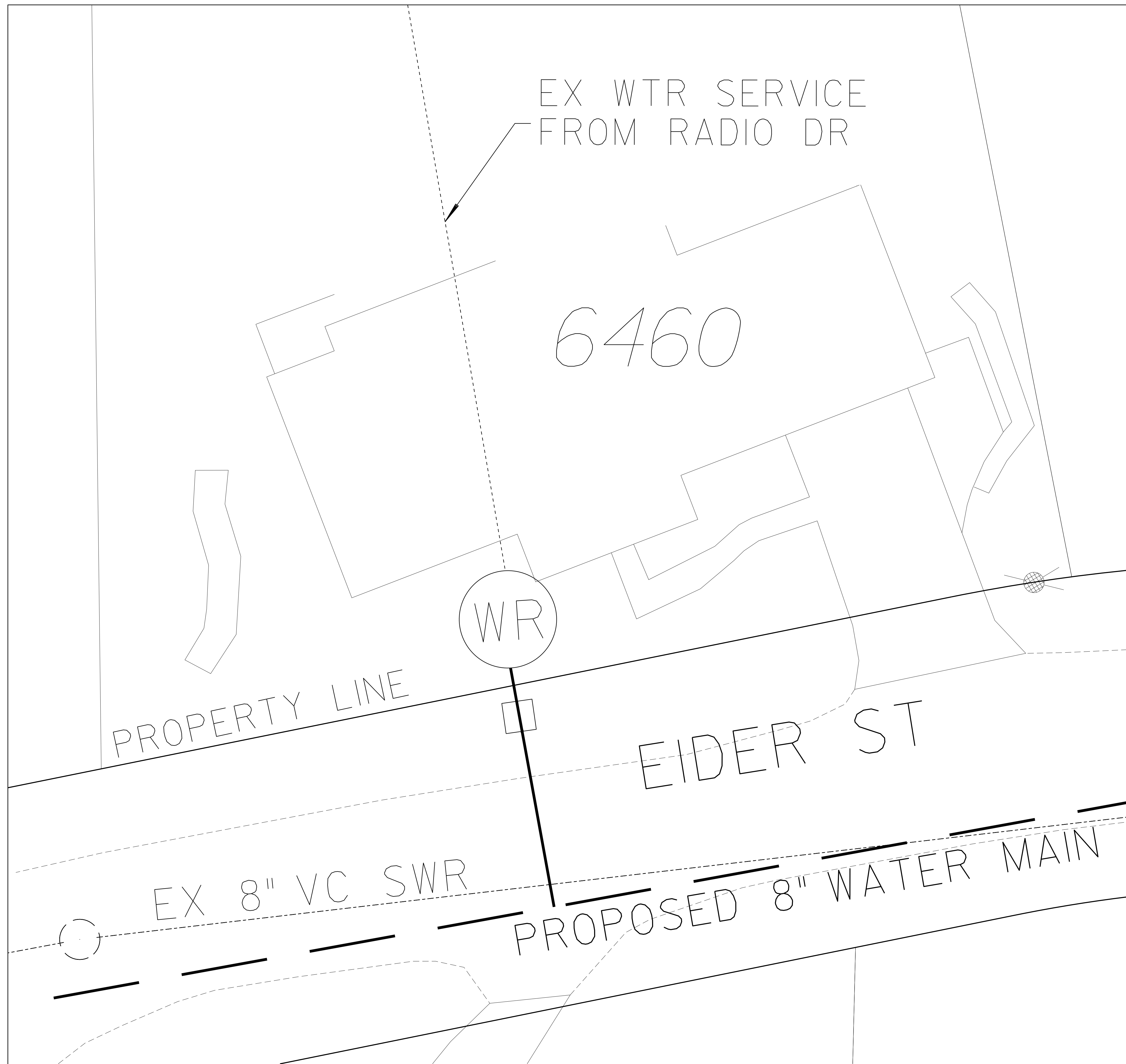


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6459 EIDER ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



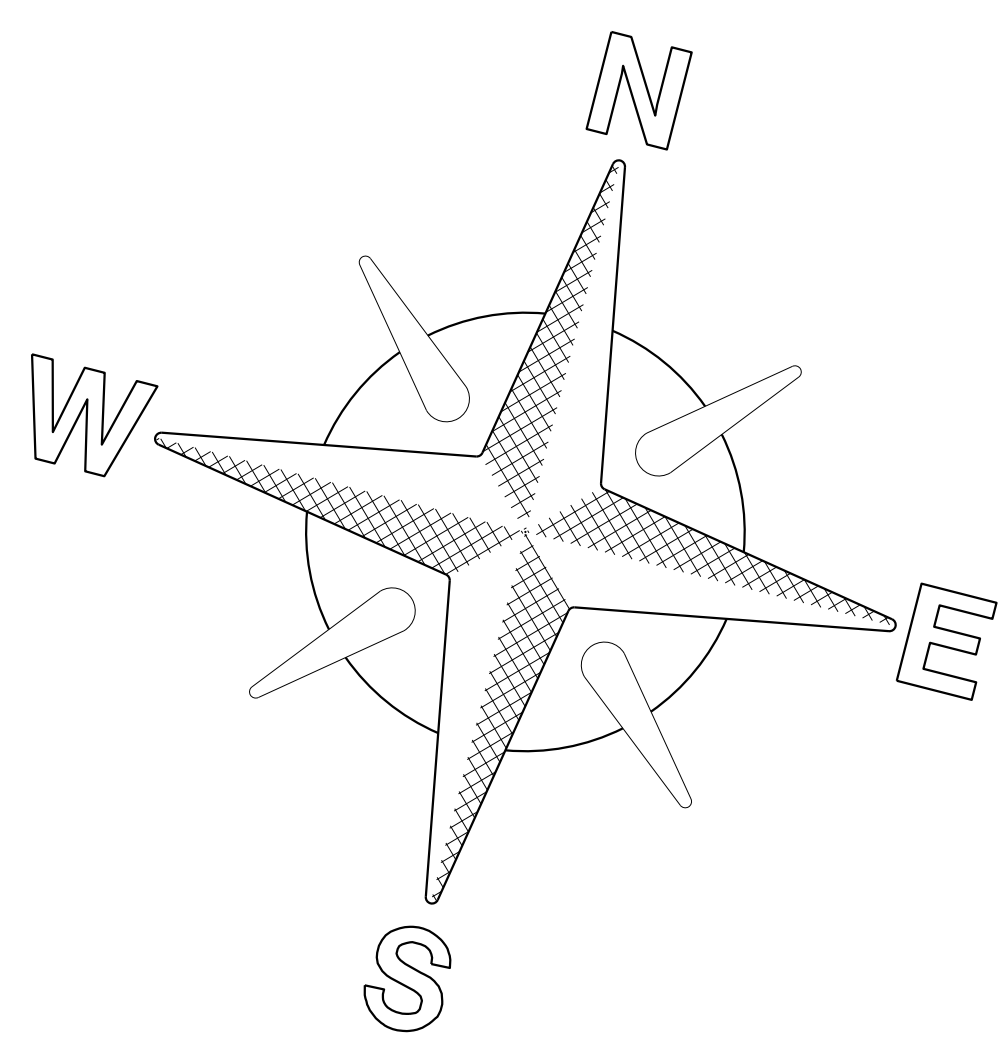
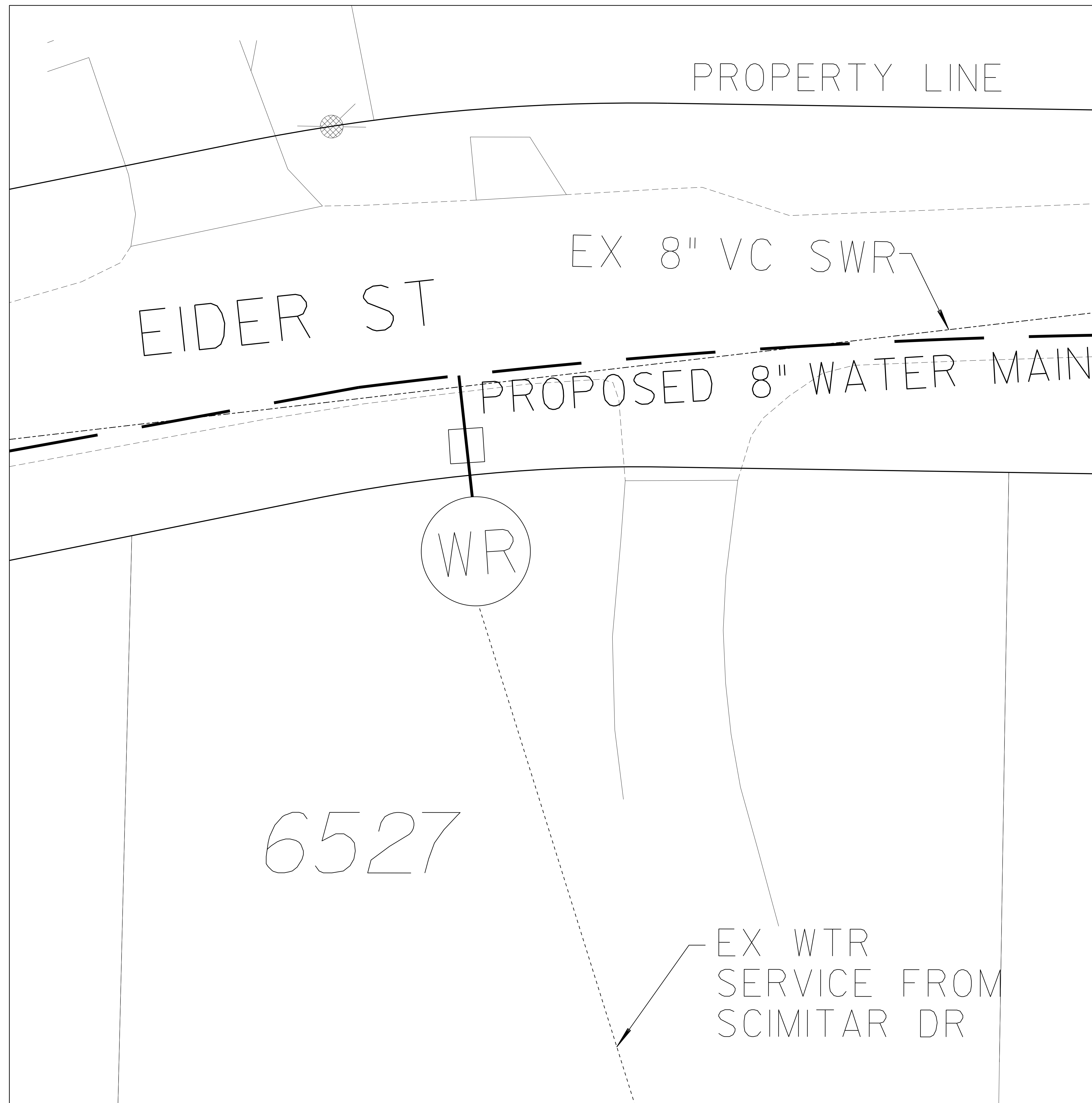
NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6460 EIDER ST<br>SAN DIEGO, CA 92114 |



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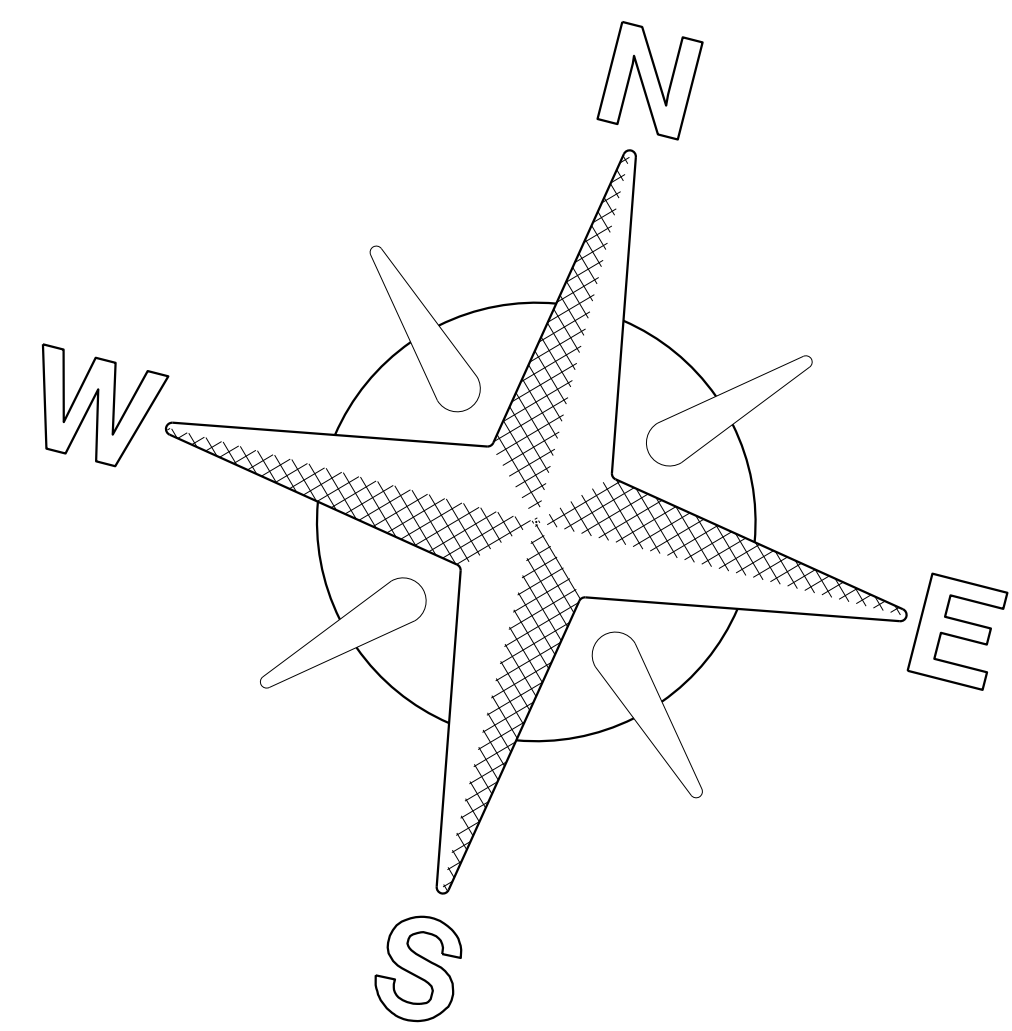
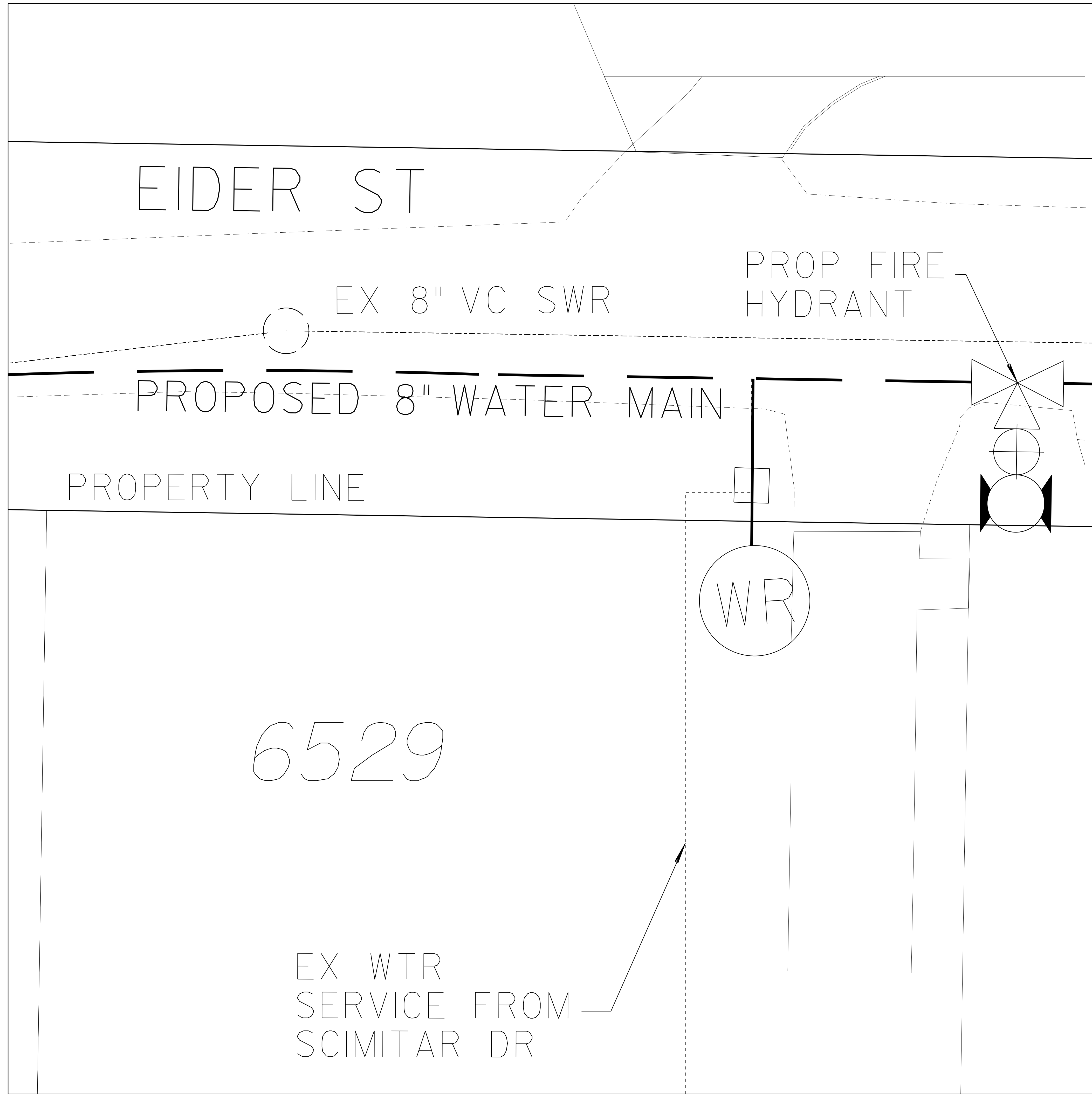


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

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| ADDRESS                              |
| 6527 EIDER ST<br>SAN DIEGO, CA 92114 |

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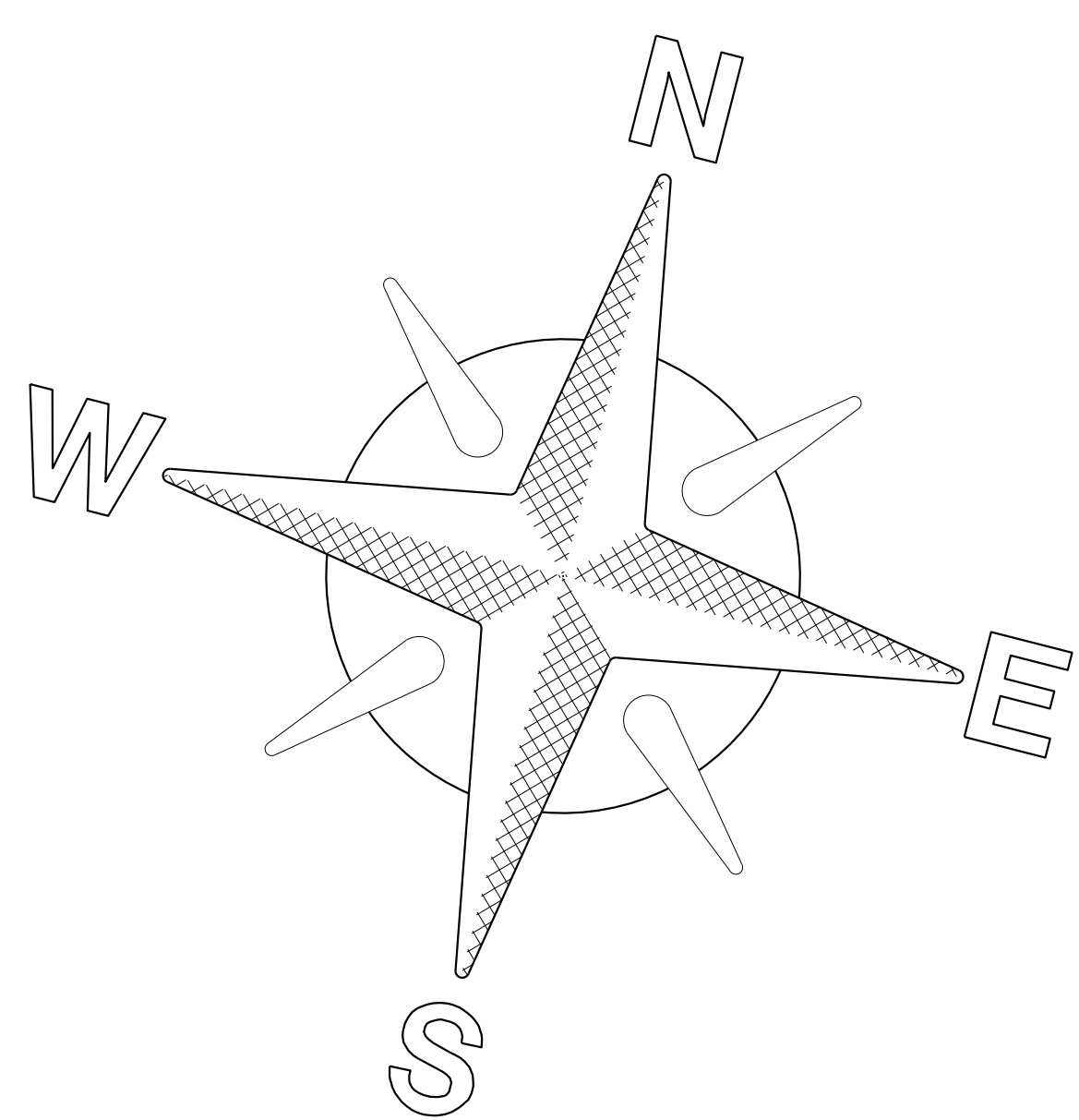
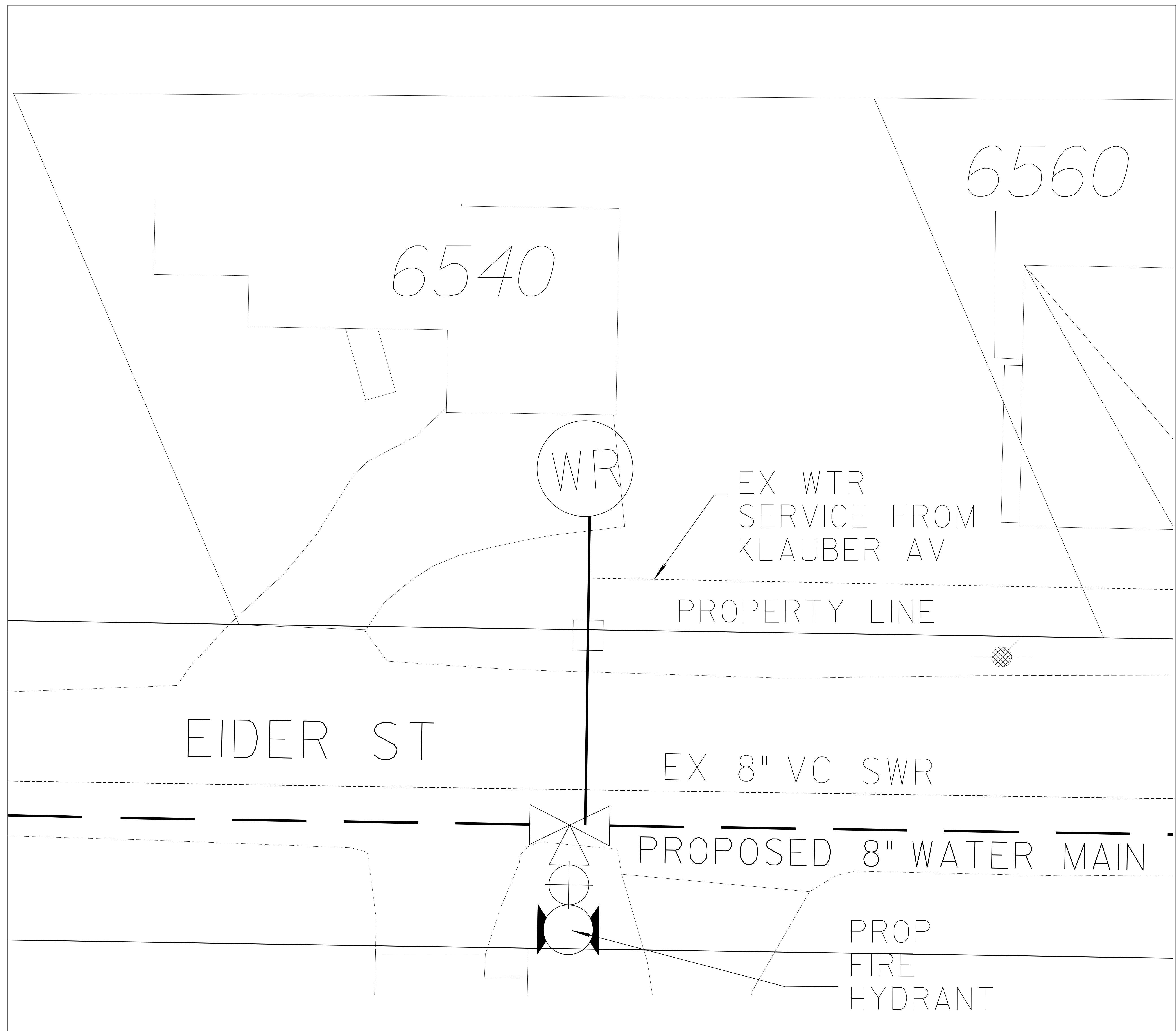


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6529 EIDER ST<br>SAN DIEGO, CA 92114 |

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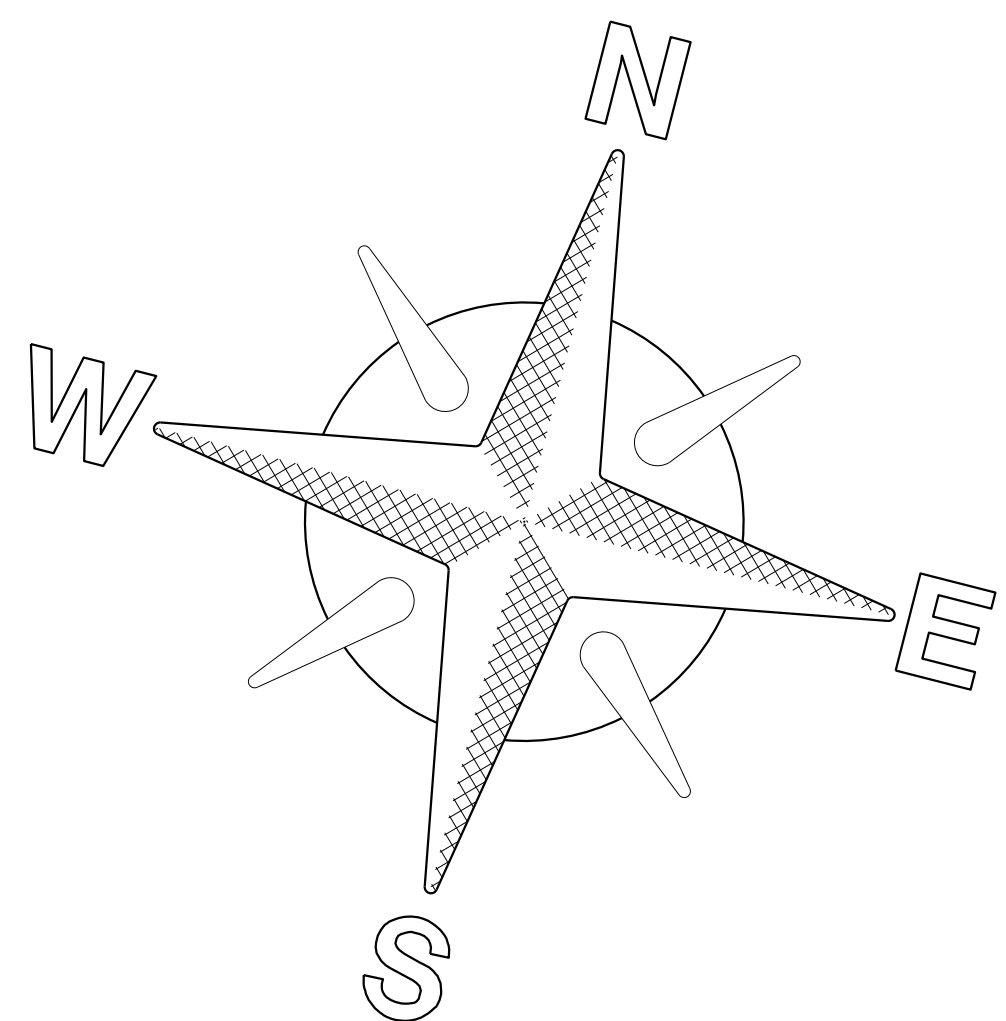
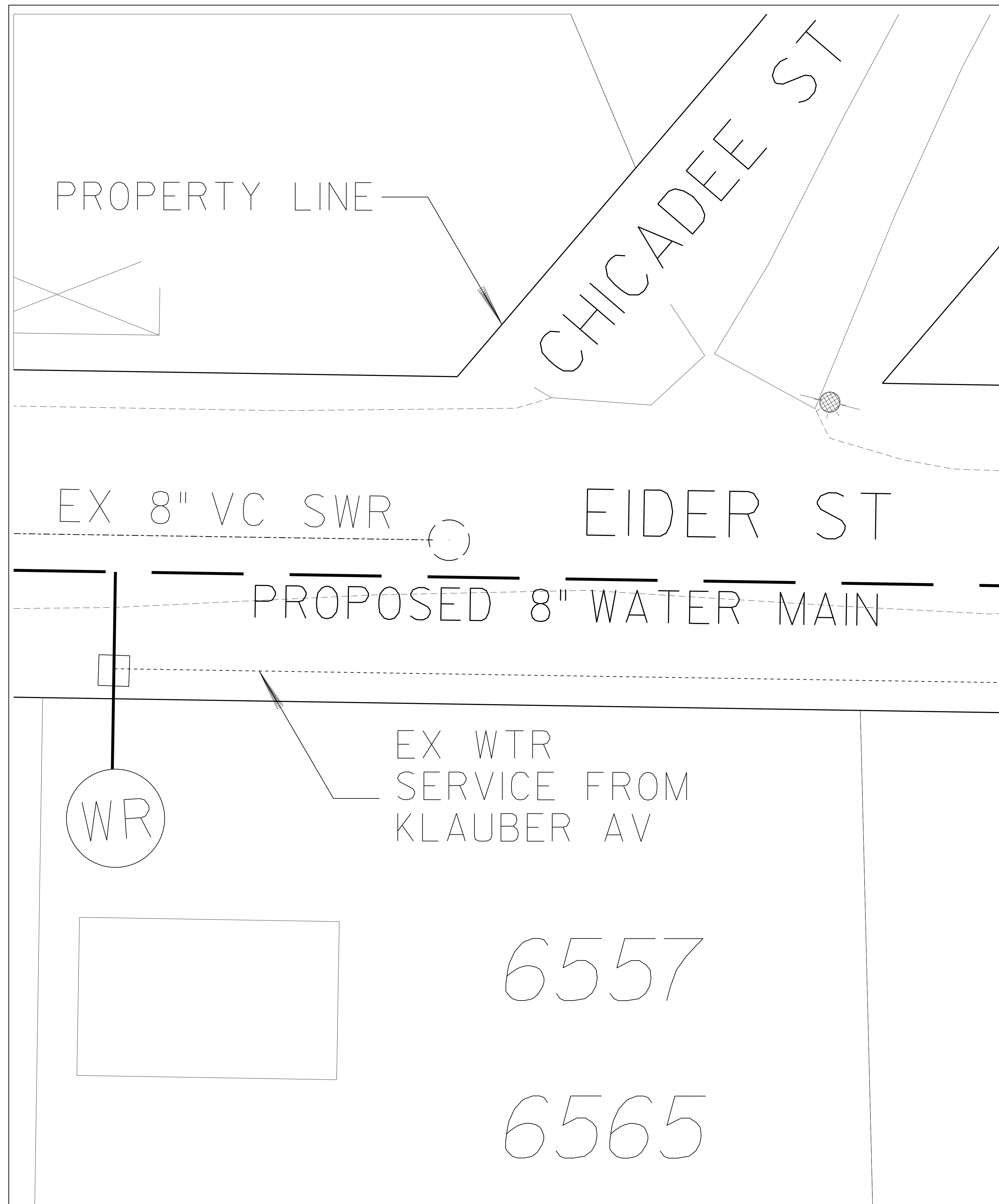


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6540 EIDER ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB

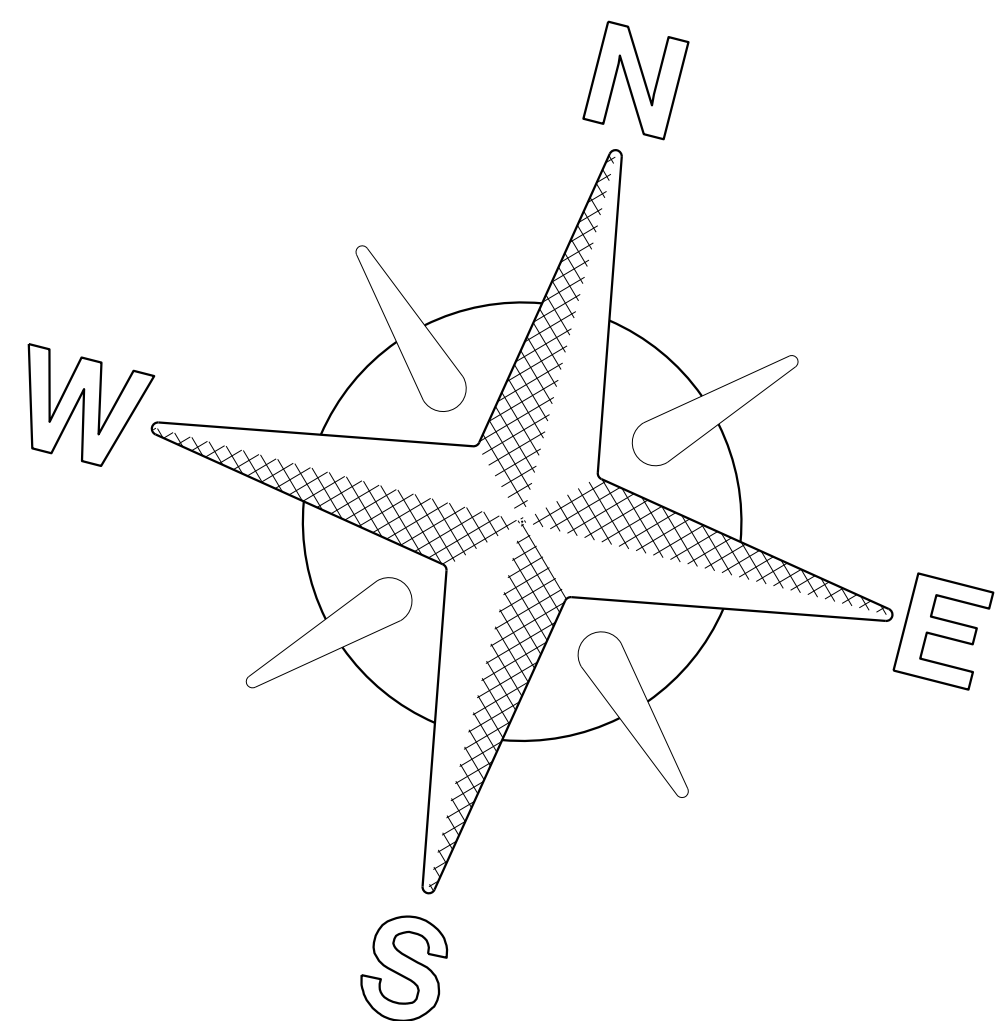
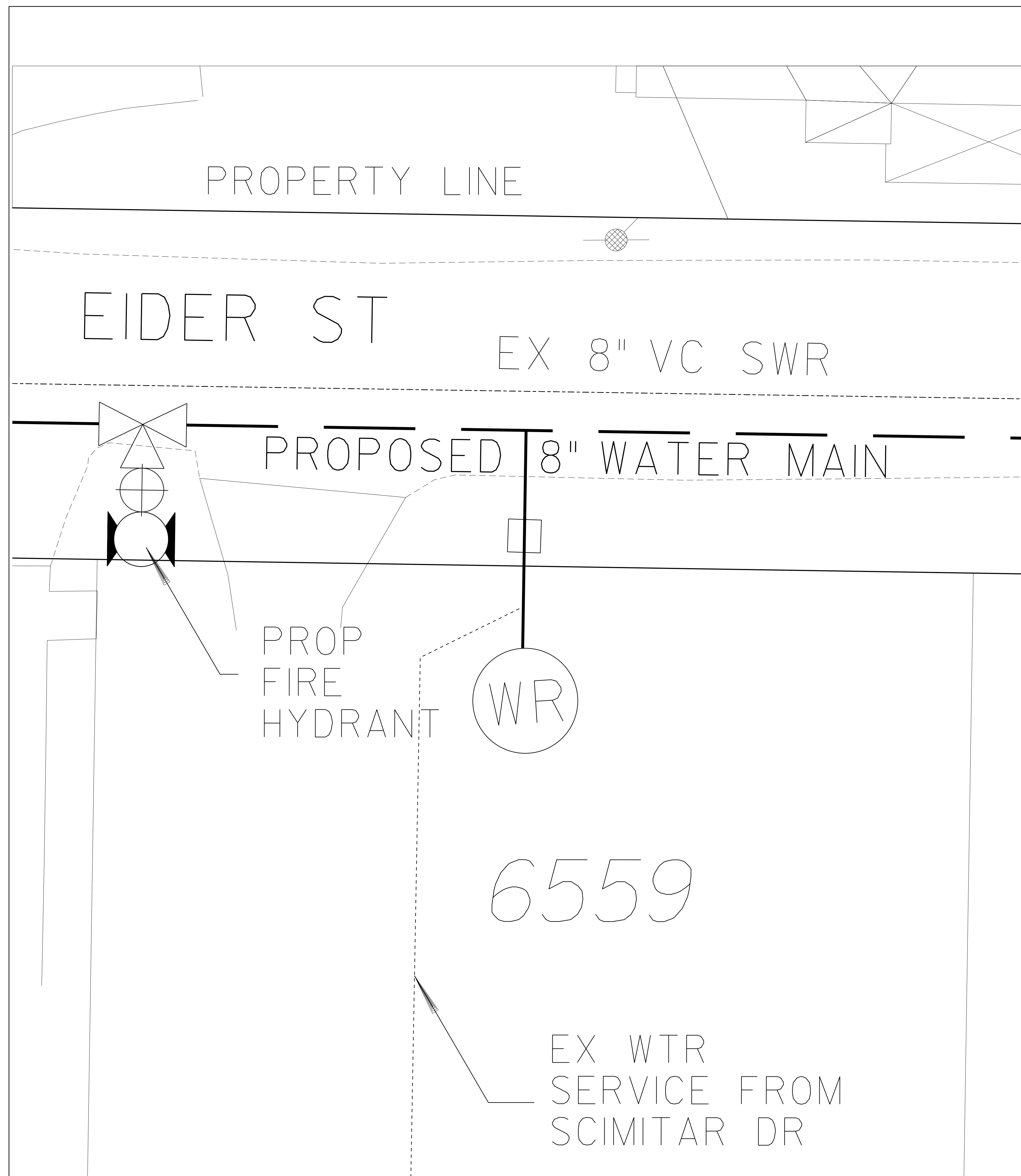


NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

| ADDRESS                                       |
|---|
| 6557 AND 6565 EIDER ST<br>SAN DIEGO, CA 92114 |

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



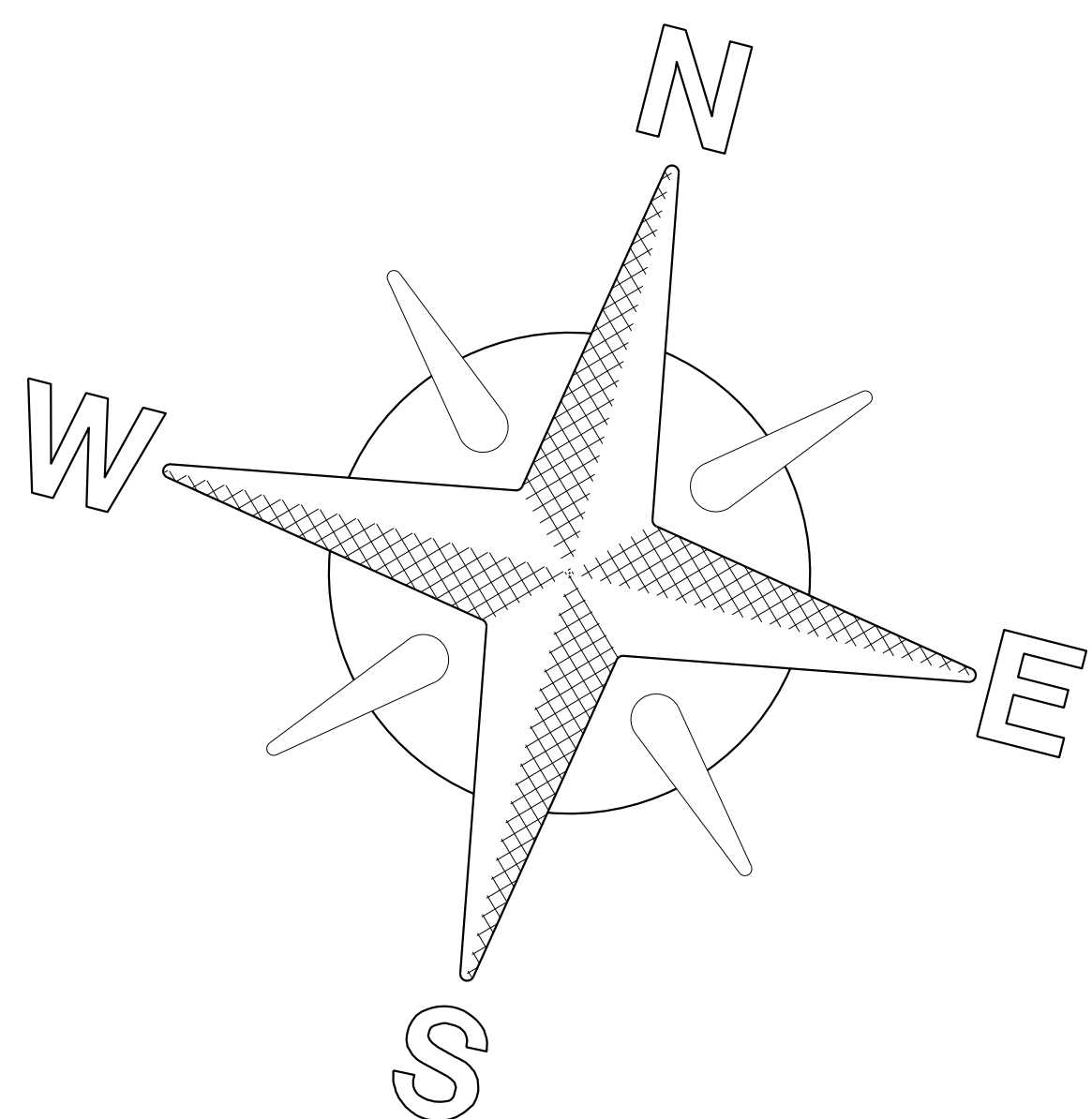
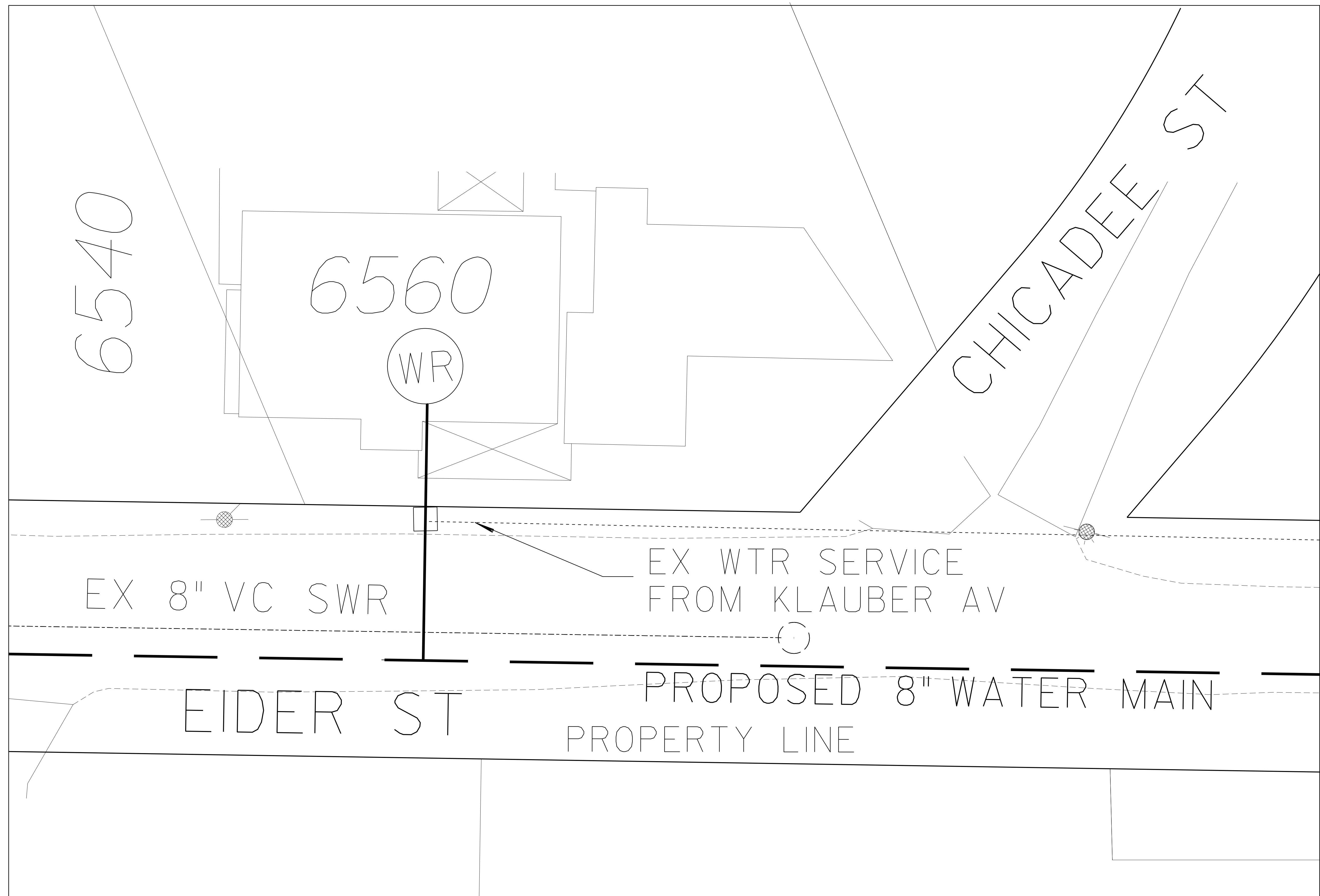
NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6559 EIDER ST<br>SAN DIEGO, CA 92114 |



# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

|                                      |
|--------------------------------------|
| ADDRESS                              |
| 6560 EIDER ST<br>SAN DIEGO, CA 92114 |

**APPENDIX M**  
**REVEGETATION PLAN**



# REVEGETATION PLANS FOR: ENCANTO IMPROVEMENTS I PROJECT

## PLAN SHEET INDEX

| SHEET NUMBER | DRAWING NUMBER | DESCRIPTION   |
|--------------|----------------|---|
| SHEET 1      | T-1            | TITLE SHEET   |
| SHEET 2      | I-1            | IRRIGATION PLAN   |
| SHEET 3      | I-2            | IRRIGATION PLAN & NOTES                                     |
| SHEET 4      | I-3            | IRRIGATION PLAN   |
| SHEET 5      | I-4            | IRRIGATION DETAILS & NOTES                                  |
| SHEET 6      | I-5            | IRRIGATION DETAILS  |
| SHEET 7      | P-1            | PLANTING PLAN   |
| SHEET 8      | P-2            | PLANTING PLAN   |
| SHEET 9      | P-3            | PLANTING PLAN   |
| SHEET 10     | P-4            | PLANTING LEGEND & NOTES<br>& MAINTENANCE & MONITORING NOTES |

## ABBREVIATIONS

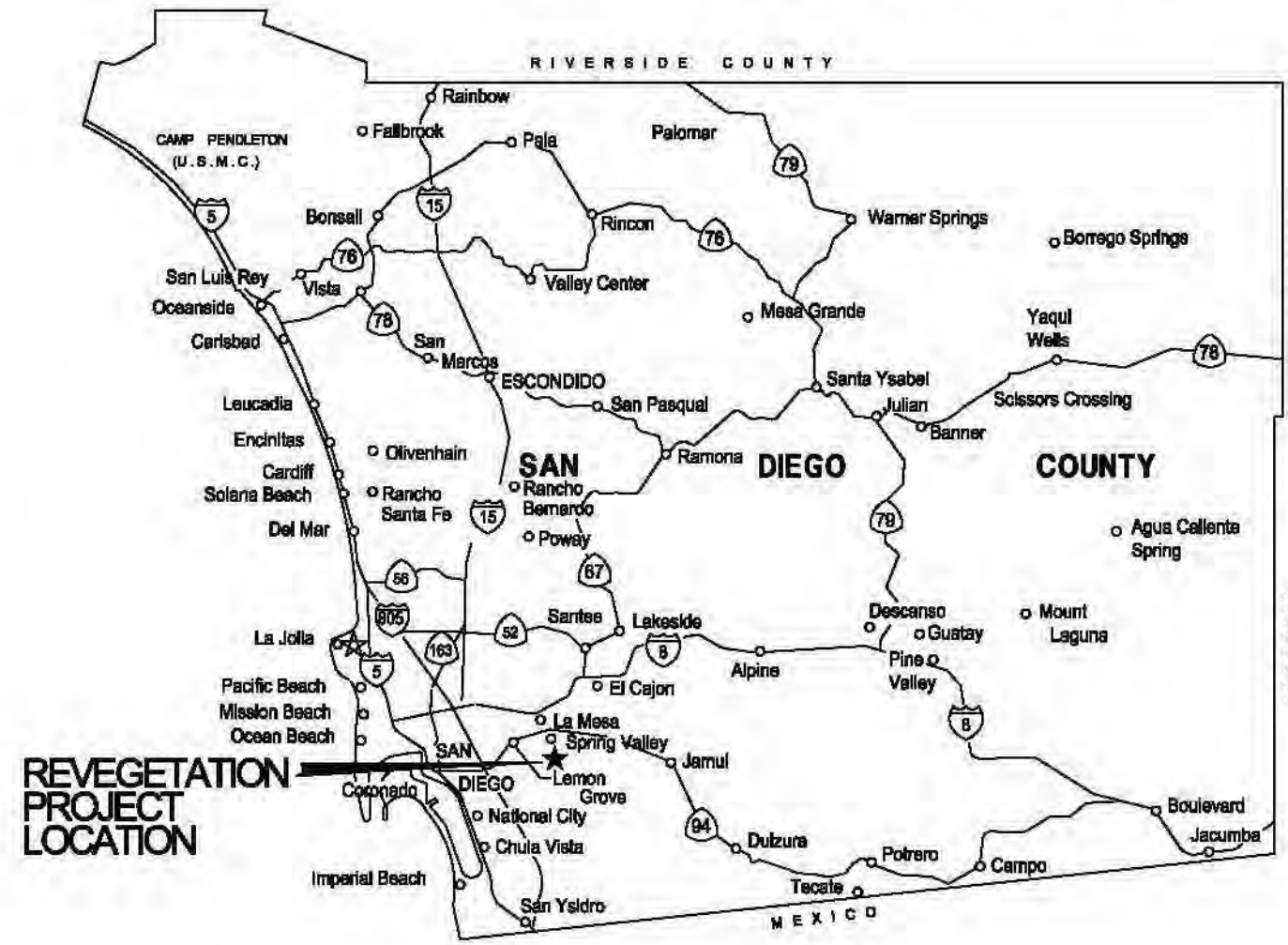
| ABBREVIATIONS | DESCRIPTION                |
|---------------|----------------------------|
| APPROX.       | APPROXIMATELY              |
| AC.           | ACRE                       |
| BMPS          | BEST MANAGEMENT PRACTICES  |
| BMZ           | BRUSH MANAGEMENT ZONE      |
| CITY          | CITY OF SAN DIEGO          |
| DIA.          | DIAMETER                   |
| EXIST.        | EXISTING                   |
| GPM           | GALLONS PER MINUTE         |
| LBS.          | POUNDS                     |
| MIN.          | MINIMUM                    |
| %PLS          | PERCENT PURE LIVE SEED     |
| N.A.          | NOT APPLICABLE             |
| PEP           | PLANT ESTABLISHMENT PERIOD |
| P.O.C.        | POINT OF CONNECTION        |
| PSI           | POUNDS PER SQUARE INCH     |
| RE            | RESIDENT ENGINEER          |
| SHT.          | SHEET                      |
| S.F.          | SQUARE FOOT                |
| STD.          | STANDARD                   |
| TYP.          | TYPICAL                    |
| TEMP.         | TEMPORARY                  |
| W             | WIDTH                      |
| W/            | WITH                       |
| WORK          | SCOPE OF WORK              |

## GENERAL NOTES

- REVEGETATION OF THE PROJECT AREA SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SAN DIEGO LANDSCAPE STANDARDS, GREEN BOOK SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, AND CITY OF SAN DIEGO SUPPLEMENTAL 'WHITE BOOK' SPECIFICATIONS, UNDER THE DIRECTION OF THE RESIDENT ENGINEER/CITY REPRESENTATIVE (CITY) AND PROJECT BIOLOGIST.
- THESE PLANS ARE TO BE USED AS A GENERAL GUIDE FOR REVEGETATION WITH THE FINAL AREA FOR REVEGETATION (I.E. EROSION CONTROL/SEEDING/MULCH APPLICATION) TO BE DETERMINED IN THE FIELD BASED ON THE FINAL PROJECT FOOTPRINT. THE FINAL LAYOUT SHALL REQUIRE APPROVAL BY THE PROJECT BIOLOGIST PRIOR TO WORK.
- ALL REVEGETATION AREAS WITHIN 100' OF HABITABLE STRUCTURES (I.E. BRUSH MANAGEMENT ZONES (BMZ)) SHALL COMPLY WITH CITY OF SAN DIEGO BRUSH MANAGEMENT REGULATIONS, INCLUDING MAINTENANCE FOR THE DURATION OF THE 25-MONTH MAINTENANCE PERIOD.
- EXOTIC/NON-NATIVE INVASIVE PLANT SPECIES REQUIRED FOR INITIAL AND ONGOING REMOVAL TREATMENT INCLUDE THOSE 1) LISTED IN THE CITY OF SAN DIEGO LANDSCAPE STANDARDS AS INVASIVE PLANT SPECIES, 2) LISTED BY THE CALIFORNIA INVASIVE PLANT COUNCIL (CAL-IPC) AS HIGHLY INVASIVE 3) LOCALLY INVASIVE SPECIES IDENTIFIED ONSITE BY THE CITY AND PROJECT BIOLOGIST.
- BEFORE APPROVAL OF INSTALLATION AND 'FINAL PROJECT ACCEPTANCE' (END OF THE 25-MONTH MAINTENANCE PERIOD), THE CITY MAY REQUIRE ADDITIONAL REMEDIAL OR CORRECTIVE ACTION BE TAKEN, INCLUDING BUT NOT LIMITED TO, WEED ERADICATION AND REMOVAL, THE MODIFICATION TO THE IRRIGATION SYSTEMS, OR THE REPAIR OF ANY SOIL EROSION OR SLOPE SLIPPAGE, IN CONSULTATION WITH THE PROJECT BIOLOGIST.

## SITE PREPARATION NOTES

- PRIOR TO WORK, CONTRACTOR SHALL STAKE THE BOUNDARY BETWEEN BMZ REVEGETATION AREAS AND NON-BMZ REVEGETATION AREAS WITH 2"x 2"x 6" SURVEY HUB STAKES. STAKING SHALL OCCUR AT EVERY 10' O/C AND ALL CHANGES OF DIRECTION. STAKING SHALL BE MAINTAINED IN PLACE THROUGH PROJECT COMPLETION.
- ALL TRASH AND/OR INORGANIC DEBRIS AND NON-NATIVE VEGETATION SHALL BE REMOVED FROM WORK AREAS BEFORE SOIL PREPARATION. TRASH, DEBRIS AND STRIPPED VEGETATION SHALL BE DISPOSED OF AT AN APPROVED WASTE FACILITY.
- BEFORE CONDUCTING SOIL PREPARATION, THE PROJECT BIOLOGIST SHALL PROVIDE WRITTEN RECOMMENDATIONS TO THE CITY AS TO ANY ADDITIONAL SOIL AMENDING THAT MIGHT BE NECESSARY. AMENDMENTS WILL BE INCORPORATED WITH TILLING.
- THE UPPER THREE INCHES (3") OF SOIL WITHIN REVEGETATED AREAS SHALL BE TILLED TO DECOMPACT SURFACE SOIL AND TRACKWALKED TO PROVIDE UNIFORM SURFACE TEXTURE. ALL DECOMPACTION SHALL BE APPROVED BY THE PROJECT BIOLOGIST PRIOR TO EROSION CONTROL INSTALLATION, IRRIGATION INSTALLATION AND HYDROSEEDING.
- ALL EROSION CONTROL BMPS (I.E. JUTE NETTING, FIBER ROLLS & SILT FENCING) SHALL BE INSTALLED AFTER TILLING AND PRIOR TO HYDROSEEDING. INSTALLATION SHALL BE APPROVED BY THE PROJECT BIOLOGIST PRIOR TO IRRIGATION INSTALLATION AND HYDROSEEDING. ALL EROSION CONTROL DEVICES, OTHER THAN SILT FENCING SHALL BE CONSTRUCTED OF 100% BIODEGRADABLE MATERIALS AND BE CERTIFIED WEED FREE. EROSION CONTROL SHALL BE MAINTAINED PER MAINTENANCE REQUIREMENTS (SHT P-4)
- NATIVE MULCH SHALL BE APPLIED UNIFORMLY TO A DEPTH OF 4" TO SITE STABILIZATION AREAS IDENTIFIED ON SHT P-2, 2.3. IF AVAILABLE, MULCH GROUND COVER SHALL BE CHIPPED FROM WEED FREE VEGETATION COLLECTED ONSITE. IF IMPORT OF MULCH IS REQUIRED, MATERIAL SHALL BE CLEAN, FREE FROM WEEDS, SEEDS, AND DEBRIS AS CERTIFIED BY THE SUPPLIER. MULCH MATERIAL REQUIRES THE PRE-APPROVAL OF THE CITY AND PROJECT BIOLOGIST.
- HIGH VIABILITY YELLOW POLYPROPYLENE ROPE (3/8" DIA.) AND T-POST FENCING OR OTHER PERIMETER BARRIER (AS RECOMMENDED BY THE PROJECT BIOLOGIST) SHALL BE INSTALLED AND MAINTAINED BY CONTRACTOR FROM INSTALLATION, THROUGH THE PEP, AND UNTIL THE END OF THE 25-MONTH MAINTENANCE AND MONITORING PERIOD.



## REGIONAL MAP

NO SCALE

## SCOPE OF WORK

ACCORDING TO THESE PLANS AND SPECIFICATIONS THE PROJECT SCOPE OF WORK SHALL CONSIST OF THE FOLLOWING WORK TO BE CONDUCTED:

- SITE PREPARATION, IRRIGATION SYSTEM INSTALLATION, SEED INSTALLATION, AND MAINTENANCE SERVICES.

THE WORK INCLUDES ALL SERVICES, LABOR, MATERIALS, TRANSPORTATION, FACILITIES, APPLIANCES, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM THE WORK AS SHOWN AND NOTED ON THESE DRAWINGS AND AS SPECIFIED HEREIN.

NATIVE REVEGETATION AREA = 0.499 ACRES (21,751 SF)

SITE STABILIZATION AREA = 0.065 ACRES (2,833 SF)

## CLIENT REPRESENTATIVE:

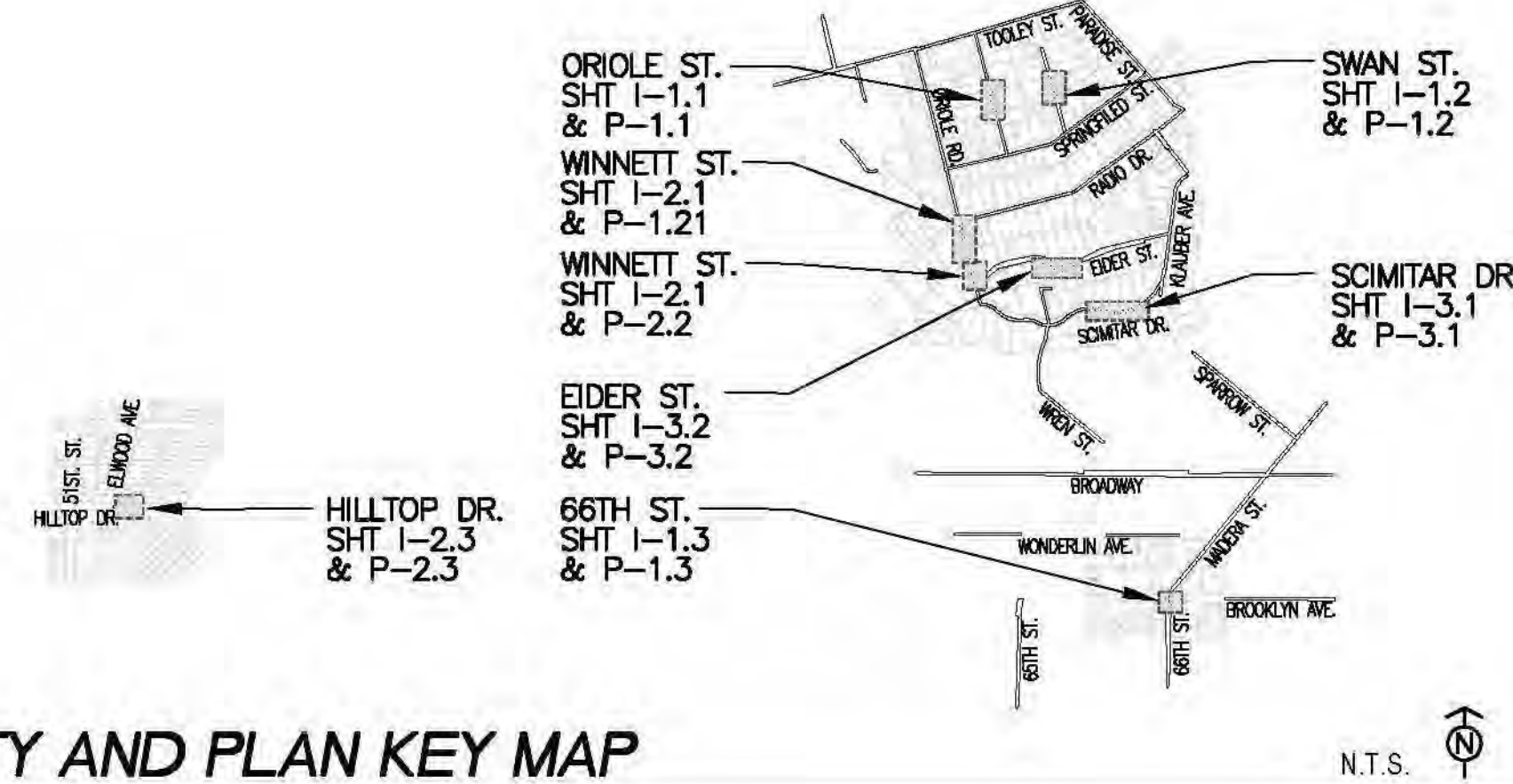
CONTRACT ADMINISTRATOR  
CITY OF SAN DIEGO  
ENGINEERING AND CAPITAL PROJECTS  
DESIGNATED REPRESENTATIVE:  
STEPHANIE BRACCI  
(619) 533-3629

## LANDSCAPE ARCHITECT OF WORK:

STUART FRASER LANDSCAPE ARCHITECT #5301  
DUDEK  
605 THIRD STREET  
ENCINITAS, CALIFORNIA 92024  
(760) 479-4274

## VICINITY AND PLAN KEY MAP

NO SCALE



| CONSTRUCTION CHANGE / ADDENDUM |      |                                 |              |
|--------------------------------|------|---------------------------------|--------------|
| CHANGE                         | DATE | AFFECTED OR ADDED SHEET NUMBERS | APPROVAL NO. |
|                                |      |                                 |              |
|                                |      |                                 |              |
|                                |      |                                 |              |



WARNING  
0 1  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

CONSULTANT

**DUDEK** Engineering, Planning, Environmental Sciences and Management Services  
605 Third Street Encinitas, CA 92024 T-(760) 942-5147 F-(760) 632.0164

REVEGETATION PLANS FOR THE:  
ENCANTO IMPROVEMENTS I PROJECT

TITLE SHEET

CITY OF SAN DIEGO, CALIFORNIA  
SHEET 1 OF 10 SHEETS

IO# TBD

DATE STARTED \_\_\_\_\_  
DATE COMPLETED \_\_\_\_\_

CONTRACTOR INSPECTOR \_\_\_\_\_

PROJECT ENGINEER \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_

DATE \_\_\_\_\_

FILED \_\_\_\_\_

DESCRIPTION BY APPROVED DATE FILED

ORIGINAL SFF

N/A

XXXX-XXXX

CS83 COORDINATE

TBD

FINAL PLANS

ENCANTO IMPROVEMENTS I PROJECT - REVEGETATION PLANS

02/10/23

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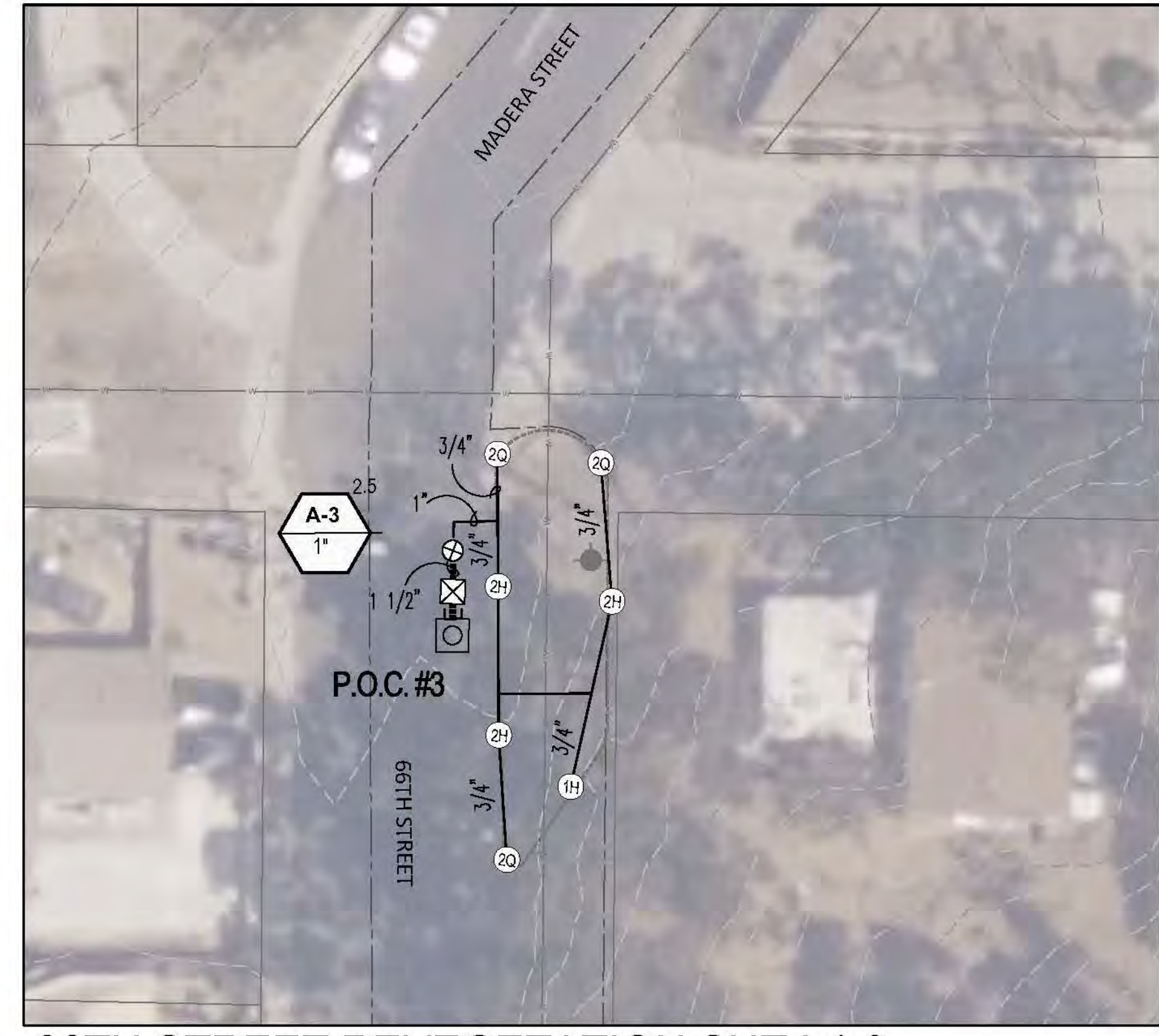




ORIOLE STREET REVEGETATION SHT I-1.1



SWAN STREET REVEGETATION SHT I-1.2



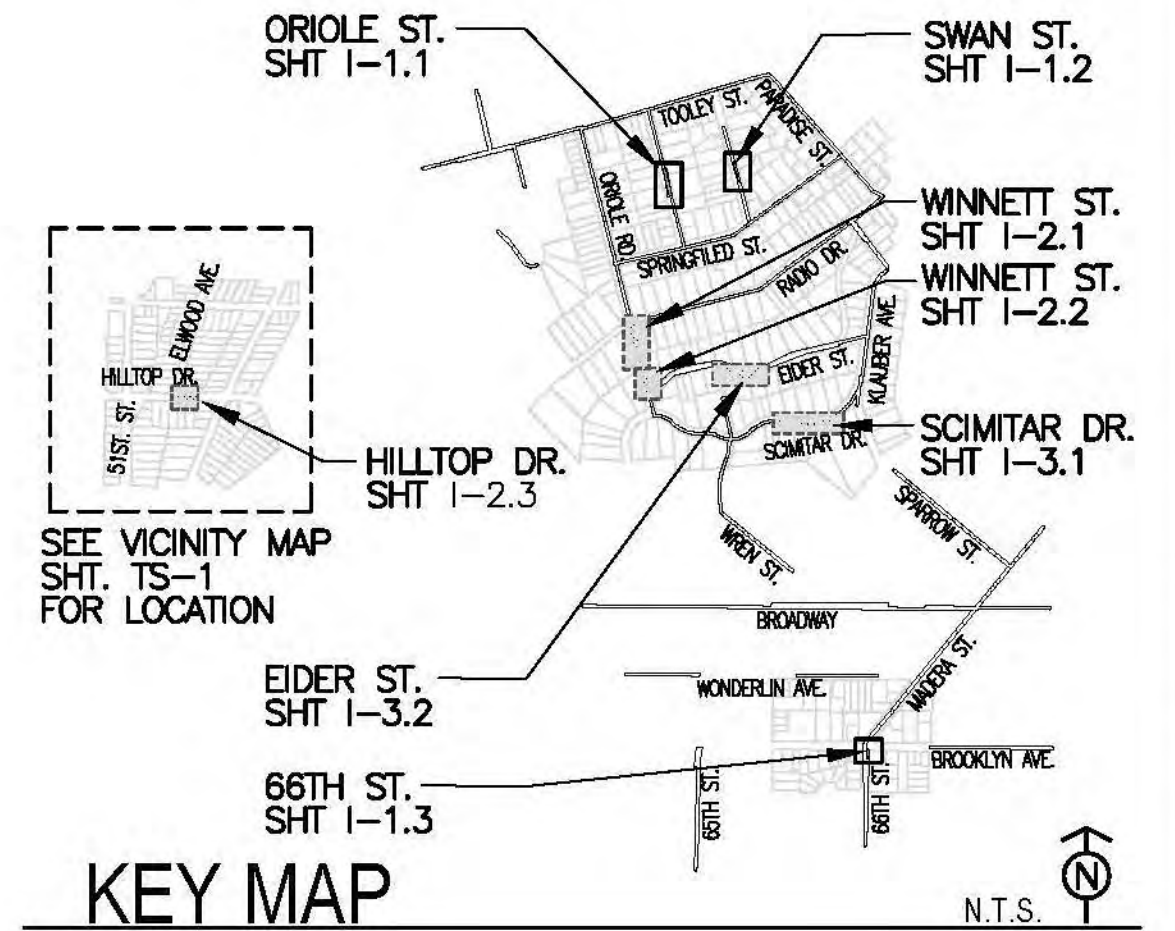
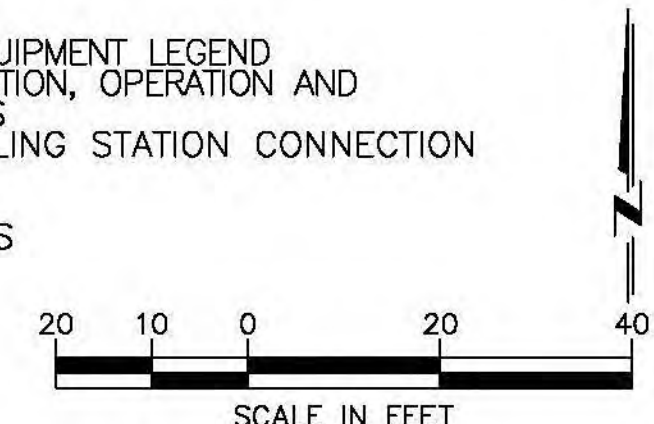
66TH STREET REVEGETATION SHT I-1.3

SHEET LEGEND

- IRRIGATED REVEGETATION AREAS  
0.151 AC./6,592 SF (THIS SHEET ONLY)
- PROJECT LIMITS
- WATER MAIN
- HYDRANT
- PARCEL BOUNDARIES
- 2 FT. CONTOURS
- 10 FT. CONTOURS

SHEET NOTES

- SEE SHT I-4 FOR:
  - SPRINKLER AND EQUIPMENT LEGEND
  - IRRIGATION INSTALLATION, OPERATION AND MAINTENANCE NOTES
  - P.O.C. AND COUPLING STATION CONNECTION REQUIREMENTS
- SEE SHT I-4 FOR:
  - IRRIGATION DETAILS



I-1

|   |     |          |                  |
|---|-----|----------|------------------|
| REVEGETATION PLANS FOR THE:<br>ENCANTO IMPROVEMENTS I PROJECT |     |          |                  |
| IRRIGATION PLAN   |     |          |                  |
| CITY OF SAN DIEGO, CALIFORNIA                                 |     |          | IO#              |
| SHEET 2 OF 10 SHEETS  |     |          | TBD              |
| SUBMITTED BY:   |     |          | PROJECT ENGINEER |
| STEPHANIE BRACCI  |     |          |                  |
| PROJECT MANAGER   |     |          |                  |
| CHECKED BY:   |     |          |                  |
| TBD   |     |          |                  |
| PROJECT ENGINEER  |     |          |                  |
| DESCRIPTION   |     |          | N/A              |
| ORIGINAL  | BY  | APPROVED | DATE             |
|   | SFF |          |                  |
|   |     |          |                  |
|   |     |          |                  |
| DATE STARTED  |     |          |                  |
| DATE COMPLETED  |     |          |                  |
| CONTRACTOR  |     |          |                  |
| INSPECTOR   |     |          |                  |
|   |     |          | TBD              |

CONSULTANT

**DUDEK**

Engineering, Planning,  
Environmental Sciences and  
Management Services

605 Third Street Encinitas, CA 92024 T-(760) 942-5147 F-(760) 632.0164

SPEC. NO.: TBD

CONTRACTOR INSPECTOR

**WARNING**

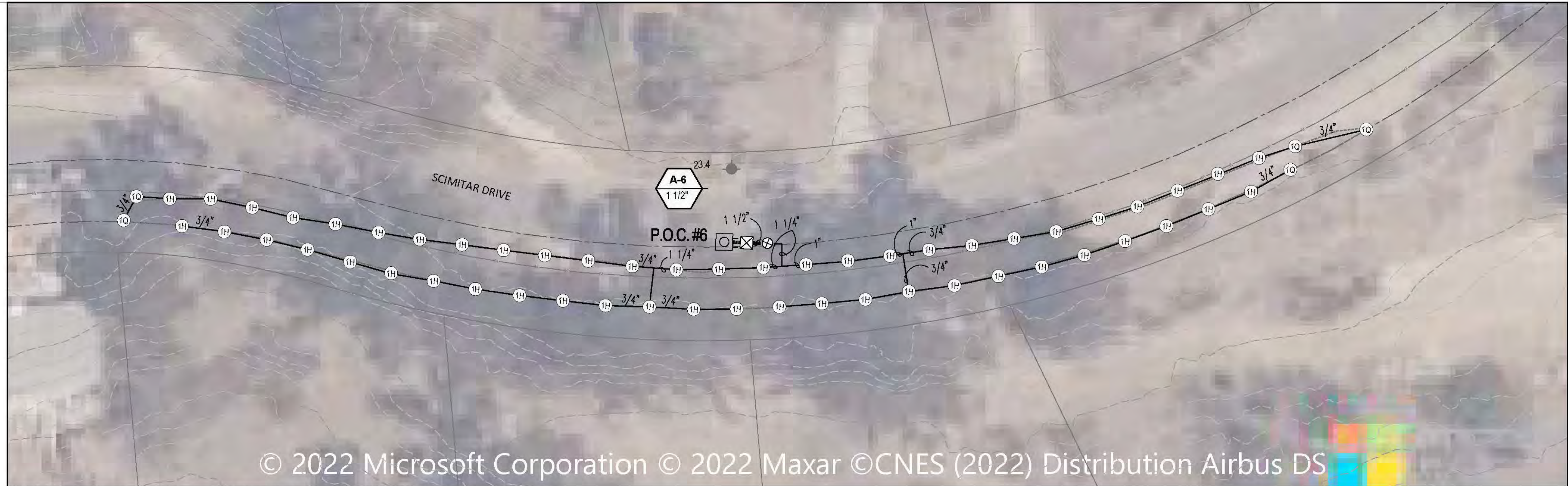
0 10 20 30 40

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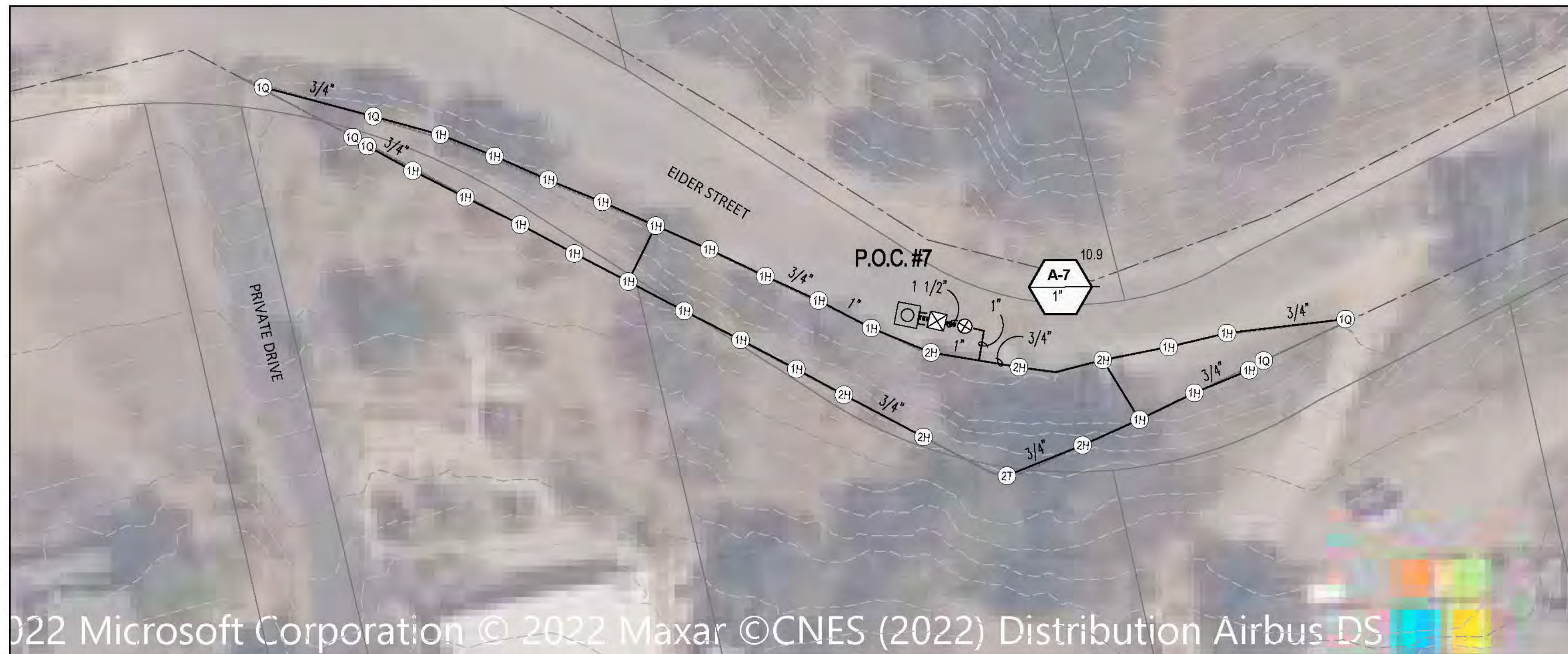






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SCIMITAR DRIVE REVEGETATION SHT I-3.1



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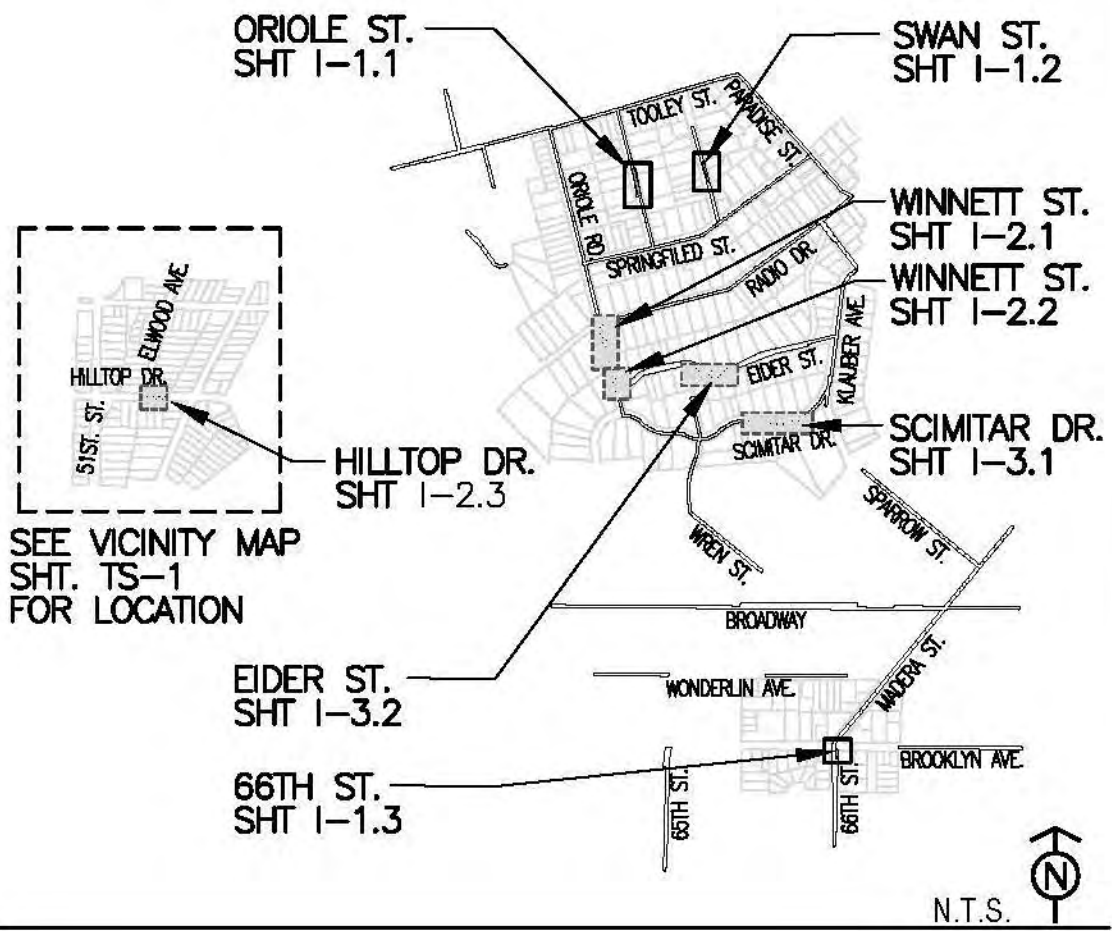
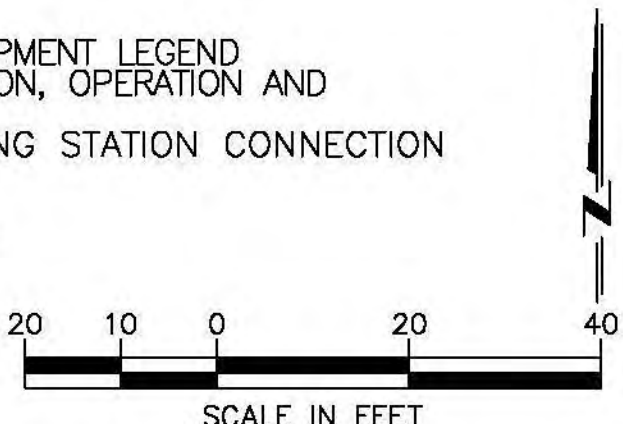
EIDER STREET REVEGETATION SHT I-3.2

**SHEET LEGEND**

- IRRIGATED REVEGETATION AREAS  
0.185 AC./8,038 SF (THIS SHEET ONLY)
- PROJECT LIMITS
- WATER MAIN
- HYDRANT
- PARCEL BOUNDARIES
- 2 FT. CONTOURS
- 10 FT. CONTOURS

**SHEET NOTES**

- SEE SHT I-4 FOR:
  - SPRINKLER AND EQUIPMENT LEGEND
  - IRRIGATION INSTALLATION, OPERATION AND MAINTENANCE NOTES
  - P.O.C. AND COUPLING STATION CONNECTION REQUIREMENTS
- SEE SHT I-4 FOR:
  - IRRIGATION DETAILS



I-3

REVEGETATION PLANS FOR THE:  
ENCANTO IMPROVEMENTS I PROJECT

IRRIGATION PLAN

CITY OF SAN DIEGO, CALIFORNIA  
SHEET 4 OF 10 SHEETS

| DESCRIPTION | BY  | APPROVED | DATE | FILMED |
|-------------|-----|----------|------|--------|
| ORIGINAL    | SFF |          |      |        |
|             |     |          |      |        |
|             |     |          |      |        |

IO# TBD  
 SUBMITTED BY: STEPHANIE BRACCI  
 PROJECT MANAGER  
 CHECKED BY: TBD  
 PROJECT ENGINEER  
 N/A  
 CCS27 COORDINATE  
 XXXX-XXXX  
 CCS83 COORDINATE  
 TBD

SPEC. NO.: TBD

CONTRACTOR \_\_\_\_\_  
 INSPECTOR \_\_\_\_\_

DATE STARTED \_\_\_\_\_  
 DATE COMPLETED \_\_\_\_\_

CONSULTANT

**DUDEK** *Engineering, Planning, Environmental Sciences and Management Services*

605 Third Street Encinitas, CA 92024 T-(760) 942-5147 F-(760) 632.0164

**WARNING**

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FINAL PLANS

ENCANTO IMPROVEMENTS I PROJECT - REVEGETATION PLANS

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**SPRINKLER HEAD LEGEND**

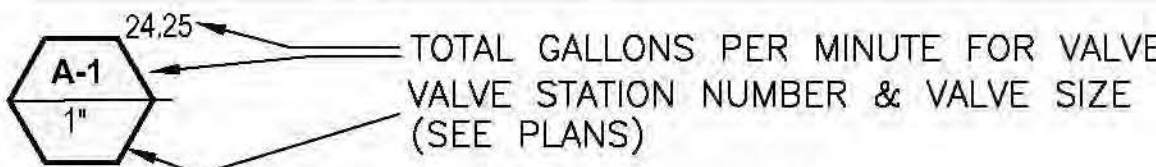
| SYMBOL | MANUF. | MODEL NO.                        | DESCRIPTION                 | DETAIL | ARC | RADIUS | PSI | GPM  | NOTES                                     |
|--------|--------|----------------------------------|-----------------------------|--------|-----|--------|-----|------|---|
| ⑩      | HUNTER | PROS-00-PRS40-MP1000-90 (90-210) | SPRAY ROTATOR ON SHRUB HEAD | ⓐ      | 90  | 10'    | 40  | 0.21 | *WITH HC-50F-50M (1/2" DRAIN CHECK VALVE) |
| ⑪      | HUNTER | PROS-00-PRS40-MP1000-90 (90-210) | SPRAY ROTATOR ON SHRUB HEAD | ⓐ      | 180 | 10'    | 40  | 0.42 | *WITH HC-50F-50M (1/2" DRAIN CHECK VALVE) |
| ⑫      | HUNTER | PROS-00-PRS40-MP2000-90 (90-210) | SPRAY ROTATOR ON SHRUB HEAD | ⓐ      | 90  | 20'    | 40  | 0.43 | *WITH HC-50F-50M (1/2" DRAIN CHECK VALVE) |
| ⑬      | HUNTER | PROS-00-PRS40-MP2000-90 (90-210) | SPRAY ROTATOR ON SHRUB HEAD | ⓐ      | 150 | 20'    | 40  | 0.60 | *WITH HC-50F-50M (1/2" DRAIN CHECK VALVE) |
| ⑭      | HUNTER | PROS-00-PRS40-MP2000-90 (90-210) | SPRAY ROTATOR ON SHRUB HEAD | ⓐ      | 180 | 19'    | 40  | 0.77 | *WITH HC-50F-50M (1/2" DRAIN CHECK VALVE) |

\* INSTALL HUNTER HCF-50F DRAIN CHECK VALVE ON RISER (PER DETAIL). ADJUST TO ELEVATION UP TO 32 FT. (SEE SPECIFICATIONS)  
 NOTE: ACTUAL ARCS MAY VARY SLIGHTLY BASED ON SITE CONFIGURATION. ADJUST RADII TO OBTAIN HEAD TO HEAD COVERAGE AND PREVENT OVERSPRAY OUTSIDE OF IRRIGATED AREA.

**IRRIGATION EQUIPMENT LEGEND**

| SYMBOL    | MANUF.            | MODEL NO.                     | DESCRIPTION   | DETAIL | REMARKS   |
|-----------|-------------------|-------------------------------|---|--------|---|
| P.O.C. #1 | N/A               | N/A                           | POINT OF CONNECTION (P.O.C.)/COUPLING STATION AT END OF ORIOLE STREET (SEE PLAN SHT I-1.1)                            | N.A.   | ESTABLISH P.O.C. AT NEW WATER TRUCK/TEMPORARY HOSE COUPLING STATION. CONNECTION SOURCE VIA WATER TRUCK OR HOSE DIRECTLY TO HYDRANT (LOCATED APPROX. 40' SOUTHEAST OF END OF ORIOLE STREET) AND TEMPORARY CONSTRUCTION METER. MIN. 60 PSI AND 20 GPM REQUIRED FROM CONNECTION SOURCE TO CHARGE AND RUN SYSTEM (SEE NOTES). |
| P.O.C. #2 | N/A               | N/A                           | POINT OF CONNECTION (P.O.C.)/COUPLING STATION ALONG SWAN STREET (SEE PLAN SHT I-1.2)                                  | N.A.   | ESTABLISH P.O.C. AT NEW WATER TRUCK/TEMPORARY HOSE COUPLING STATION. CONNECTION SOURCE VIA WATER TRUCK OR HOSE DIRECTLY TO HYDRANT (LOCATED APPROX. 40' SOUTHEAST OF END OF SWAN STREET) AND TEMPORARY CONSTRUCTION METER. MIN. 60 PSI AND 20 GPM REQUIRED FROM CONNECTION SOURCE TO CHARGE AND RUN SYSTEM (SEE NOTES).   |
| P.O.C. #3 | N/A               | N/A                           | POINT OF CONNECTION (P.O.C.)/COUPLING STATION ALONG 66TH STREET (SEE PLAN SHT I-1.3)                                  | N.A.   | ESTABLISH P.O.C. AT NEW WATER TRUCK/TEMPORARY HOSE COUPLING STATION. CONNECTION SOURCE VIA WATER TRUCK OR HOSE DIRECTLY TO HYDRANT (LOCATED APPROX. AT REVEGETATION AREA) AND TEMPORARY CONSTRUCTION METER. MIN. 60 PSI AND 20 GPM REQUIRED FROM CONNECTION SOURCE TO CHARGE AND RUN SYSTEM (SEE NOTES).                  |
| P.O.C. #4 | N/A               | N/A                           | POINT OF CONNECTION (P.O.C.)/COUPLING STATION AT INTERSECTION OF WINNETT STREET AND EIDER STREET (SEE PLAN SHT I-2.2) | N.A.   | ESTABLISH P.O.C. AT NEW WATER TRUCK COUPLING STATION. CONNECTION SOURCE VIA WATER TRUCK. MIN. 60 PSI AND 20 GPM REQUIRED FROM CONNECTION SOURCE TO CHARGE AND RUN SYSTEM (SEE NOTES).   |
| P.O.C. #5 | N/A               | N/A                           | POINT OF CONNECTION (P.O.C.)/COUPLING STATION AT END OF HILLTOP DRIVE (SEE PLAN SHT I-2.3)                            | N.A.   | ESTABLISH P.O.C. AT NEW WATER TRUCK COUPLING STATION. CONNECTION SOURCE VIA WATER TRUCK. MIN. 60 PSI AND 20 GPM REQUIRED FROM CONNECTION SOURCE TO CHARGE AND RUN SYSTEM (SEE NOTES).   |
| P.O.C. #6 | N/A               | N/A                           | POINT OF CONNECTION (P.O.C.)/COUPLING STATION ALONG SCIMITAR DRIVE (SEE PLAN SHT I-3.1)                               | N.A.   | ESTABLISH P.O.C. AT NEW WATER TRUCK COUPLING STATION. CONNECTION SOURCE VIA WATER TRUCK. MIN. 60 PSI AND 20 GPM REQUIRED FROM CONNECTION SOURCE TO CHARGE AND RUN SYSTEM (SEE NOTES).   |
| P.O.C. #7 | N/A               | N/A                           | POINT OF CONNECTION (P.O.C.)/COUPLING STATION ALONG EIDER STREET (SEE PLAN SHT I-3.2)                                 | N.A.   | ESTABLISH P.O.C. AT NEW WATER TRUCK COUPLING STATION. CONNECTION SOURCE VIA WATER TRUCK. MIN. 60 PSI AND 20 GPM REQUIRED FROM CONNECTION SOURCE TO CHARGE AND RUN SYSTEM (SEE NOTES).   |
| ⊠         | N/A               | N/A                           | WATER TRUCK COUPLING STATION  | ⓑ      | INSTALL ON GRADE IN LOCKING VALVE BOX. LID SHUT AND LOCKED UPON INSTALLATION. STAMP 'CS' ON TOP OF VALVE BOX. INSTALL THRUST BLOCKS AT DOWNSTREAM SIDE OF VALVE BOX. ANCHOR VALVE BOX TO GRADE WITH J-HOOKS.  |
| ⊠         | WILKINS           | MODEL 500<br>2" SINGLE UNION  | PRESSURE REDUCING VALVE   | ⓐ      | INSTALL ON GRADE IN LOCKING VALVE BOX. LID SHUT AND LOCKED UPON INSTALLATION. STAMP 'PV' ON TOP OF VALVE BOX. INSTALL THRUST BLOCKS AT UPSTREAM SIDE OF VALVE BOX. ANCHOR VALVE BOX TO GRADE WITH J-HOOKS. SET TO MAX. 60 PSI.  |
| ⊠         | KBI               | BLOCKED TRUE UNION BALL VALVE | 1" & 1 1/2" PVC SCH 80 BALL VALVE (LINE SIZE, PER PLANS)  | ⓐ      | INSTALL ON GRADE IN LOCKING VALVE BOX. LID SHUT AND LOCKED UPON INSTALLATION. STAMP 'BV' ON TOP OF VALVE BOX. INSTALL THRUST BLOCKS AT DOWNSTREAM SIDE OF VALVE BOX. ANCHOR VALVE BOX TO GRADE WITH J-HOOKS. NORMALLY CLOSED.   |
| ⊠         | RAINBIRD          | PSI-M40X-075                  | INLINE PRESSURE REGULATOR - 40 PSI 3/4"   | N.A.   | INSTALL ON GRADE THREADED. INSTALL ON LATERAL LINE WITH SCH 80 SLEEVE TO THREADED ADAPTER. STAKE EACH SIDE.   |
| —         | LATERAL LINE      | SCH 40 UV-PVC (ON GRADE)      | UV RESISTENT PVC LATERAL LINE   | ⓐ      | STAKE ON GRADE AT 10' O.C. AND AT ALL CORNERS. STAKES SHALL EXTEND 12" (MIN.) INTO SUBGRADE. PLACE IN PVC SLEEVE 18" BELOW GRADE AT ACCESS RAMP CROSSING. ALL LATERALS SHALL REMAIN OUTSIDE OF ACCESS RAMP AND MIN. 12" FROM CHAINLINK FENCE. SIZE PER PLAN.  |
| —         | PRESSURE MAINLINE | SCH 40 UV-PVC (ON GRADE)      | UV RESISTENT PVC MAINLINE   | ⓐ      | INSTALL ON GRADE INSIDE EXISTING CHAINLINK FENCE. STAKE ON GRADE AT MIN. 10' O.C. AND AT ALL ENDS. STAKES SHALL EXTEND 16" (MIN.) INTO SUBGRADE. MAINLINE SHALL REMAIN OUTSIDE OF ACCESS RAMP. SIZE PER PLAN.   |

**TYPICAL VALVE CALL-OUT & REFERENCE:**



**LATERAL LINE PIPE SIZING CHART**

| IRRIGATION GPM | MIN. PIPE SIZE | PIPE TYPE     |
|----------------|----------------|---------------|
| 0 - 8.5        | 3/4"           | PVC SCH 40    |
| 8.5 - 12.5     | 1"             | PVC SCH 40    |
| 12.5 - 22.5    | 1 1/4"         | PVC SCH 40    |
| 22.5 - 34.5    | 1 1/2"         | PVC SCH 40    |
| 34.5 - 54.5    | 2"             | PVC SCH 40    |
| 54.5 - 74.5    | 2 1/2"         | PVC SCH 40    |
| 74.5 - 110.0   | 3"             | PVC CLASS 315 |

**THRUST BLOCKS**

- THRUST BLOCKS SHALL BE INSTALLED ALONG THE MAINLINE AT BALL VALVE, COUPLING STATION AND PRESSURE REGULATING VALVE, AS DEPICTED ON DETAILS.
- THRUST BLOCKS SHALL BE CONSTRUCTED AT THE OUTSIDE EDGE OF AN ELBOW OR DOWNSTREAM OF A TEE.
- ALL CONCRETE THRUST BLOCK BEARING FACES SHALL BE POURED AGAINST UNDISTURBED SOIL OR 90% COMPACTED BACKFILL.
- A MINIMUM APWA CLASS 2000 PORTLAND CEMENT CONCRETE SHALL BE USED ON ALL THRUST BLOCKS.
- FITTINGS SHALL BE ENCASED IN AN 8 MIL VINYL WRAP PLASTIC COVER.
- THRUST BLOCKS SHALL BE A MINIMUM OF 1.5 CUBIC FEET, UNLESS OTHERWISE DEPICTED.

**TEMPORARY IRRIGATION SYSTEM INSTALLATION OPERATION AND MAINTENANCE NOTES:**

- THE IRRIGATION LAYOUT DEPICTED IN THE PLAN IS DIAGRAMMATIC. LAYOUT SHALL BE INSTALLED PER DIRECTION PROVIDED IN THE PLANS, NOTES, SPECIFICATIONS. ANY DEVIATION REQUESTED, OR CLARIFICATION REQUIRED SHALL BE AT THE DISCRETION OF THE PROJECT BIOLOGIST OR CITY.
- IRRIGATION LINES AND APPURTENANCES SHALL BE LOCATED WITHIN REVEGETATION LIMITS INCLUDING P.O.C AND TRUCK COUPLING STATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY CONSTRUCTION WATER METER AND ALL WATER USAGE FEES FOR DURATION OF 25-MONTH REVEGETATION PROJECT. REIMBURSEMENT FOR WATER USAGE FEES SHALL BE COORDINATED BETWEEN CONTRACTOR AND CITY.
- SEE IRRIGATION EQUIPMENT LEGEND FOR IRRIGATION POINT OF CONNECTION (P.O.C.) REQUIREMENTS FOR EACH REVEGETATION SITE. WATER SOURCE SHALL BE A DIRECT HOSE CONNECTION BETWEEN P.O.C. AND ADJACENT CITY OF SAN DIEGO HYDRANT (VIA CONSTRUCTION METER), OR P.O.C. AND CONTRACTOR WATER TRUCK FROM OFFSITE WATER SOURCE.
- CONTRACTOR SHALL ESTABLISH WATER TRUCK/TEMPORARY HOSE CONNECTION AT WATER COUPLING STATION AND MANUALLY OPERATE VALVE DURING EACH WATERING EVENT. IRRIGATION SHALL BE APPLIED PER THE IRRIGATION REQUIREMENTS DESCRIBED IN THE THESE NOTES.
- WATER SOURCE AT EXISTING WATER HYDRANT LOCATED AT CORNER OF W. WASHINGTON STREET AND INDIA STREET (APPROXIMATELY 165 FT. SW OF SITE). UNDER THE DIRECTION OF THE CITY AND PROJECT BIOLOGIST, TEMPORARY IRRIGATION WILL BE APPLIED AS FOLLOWS: INSTALL TEMPORARY IRRIGATION FOR CONNECTION TO A WATER TRUCK, AS INDICATED ON THE IRRIGATION PLANS. CONTRACTOR SHALL TEMPORARILY IRRIGATE REVEGETATION AREA VIA WATER COUPLING STATION ON A REGULAR BASIS AS INDICATED ON THE IRRIGATION PLANS, AND AS DIRECTED BY THE PROJECT BIOLOGIST, TO SUPPLEMENT NATURAL PRECIPITATION AND TO HELP ASSURE SEED GERMINATION AND COVER DEVELOPMENT FOR A DURATION TO ACHIEVE VEGETATIVE COVER AS DEFINED IN THESE PLANS. THE CITY MAY CHOOSE TO END TEMPORARY IRRIGATION EARLY IF COVER CRITERIA IS MET OR EXTEND OPERATION PAST ACHIEVEMENT OF COVER GOALS.
- FOR WATER TRUCK ACCESS, ALL VEHICLES SHALL REMAIN OUTSIDE REVEGETATION LIMITS AND PRIVATE PARCELS. SITE ACCESS FOR WATER TRUCK WATERING AND AVAILABLE WATER SOURCE CONNECTIONS SHALL BE APPROVED BY THE CITY PRIOR TO WORK.
- TEMPORARY IRRIGATION SHALL BE PROVIDED BY THE CONTRACTOR FOR THE PERIOD TO ACHIEVE 70% VEGETATIVE COVER BY THE END OF THE 25-MONTH MAINTENANCE AND MONITORING PERIOD, AS WELL AS SUFFICIENT TO PROVIDE VEGETATIVE COVER TO PREVENT SHORT-TERM SOIL EROSION.
- WATERING SHALL BE CONDUCTED BY THE CONTRACTOR BEGINNING WITH COMPLETION OF SEEDING. INITIAL WATERING SHALL BE ON A WEEKLY BASIS THROUGH THE FIRST OCTOBER AND AS DIRECTED BY THE PROJECT BIOLOGIST IN CONSULTATION BY THE CITY. FREQUENCY SHALL BE REDUCED TO BIWEEKLY BETWEEN THE FIRST NOVEMBER- THE FOLLOWING APRIL. FURTHER INTERVALS WILL BE DETERMINED BY THE CITY IN CONSULTATION WITH THE PROJECT BIOLOGIST.
- ADDITIONAL WATERING MAY BE REQUIRED DURING PERIODS OF UNSEASONABLY DRY CONDITIONS, AT THE DISCRETION OF THE CITY AND PROJECT BIOLOGIST. THE PROJECT BIOLOGIST AND CITY MAY CHOOSE TO INCREASE OR DECREASE THE WATERING INTERVAL BASED ON NATURAL PRECIPITATION AND THE SUCCESS OF VEGETATION ESTABLISHMENT. THE PROJECT BIOLOGIST AND LANDSCAPE CONTRACTOR SHALL MONITOR SITE CONDITIONS TO DETERMINE SUCCESS AND ADDED REQUIREMENTS FOR TEMPORARY IRRIGATION.
- OPERATION OF THE IRRIGATION SYSTEM SHALL BE MONITORED DURING ALL WATERING EVENTS. THE CONTRACTOR SHALL OPERATE THE SYSTEM UNTIL SOIL IS ADEQUATELY SATURATED DIRECTLY BELOW THE SURFACE, BUT PRIOR TO CAUSING RUNOFF. THE CONTRACTOR SHALL MAKE ADJUSTMENTS TO THE SYSTEM AS NEEDED TO ENSURE UNIFORM EVEN IRRIGATION COVERAGE AND SHALL BE APPROPRIATE TO THE NEEDS OF THE NATIVE SEEDED SPECIES. THE WATER DELIVERY RATE SHALL BE MATCHED TO THE SLOPE GRADIENT AND THE PERCOLATION RATE OF SOIL OPERATION SHALL DELIVER WATER SUFFICIENTLY AND UNIFORMLY.
- IRRIGATION SHALL BE PERFORMED IN A MANNER THAT AVOIDS CONCENTRATED RUNOFF, SEEPAGE, AND OVERSPRAY ONTO ADJACENT PROPERTIES, NON-IRRIGATED AREAS, WALLS, ROADWAYS OR STRUCTURES.
- OVERWATERING AS EVIDENCED BY SOGGY SOILS, CONTINUALLY WET PAVEMENT, STANDING WATER, RUNOFF IN THE NATURAL DRAINAGE AND OTHER SIMILAR CONDITIONS SHALL BE MANAGED AND PREVENTED BY THE CONTRACTOR.
- CONTRACTOR SHALL BE REQUIRED TO MAINTAIN THE IRRIGATION SYSTEM OPERATIONAL THROUGH THE DURATION OF THE 25-MONTH MAINTENANCE AND MONITORING PERIOD. LOW GERMINATION RATES FROM THE APPLIED SEED DUE TO IMPROPER WATERING OR NEGLECTED EQUIPMENT SHALL REQUIRE RESEEDING AT THE CONTRACTORS EXPENSE.
- CONTRACTOR SHALL REMOVE ALL TEMPORARY IRRIGATION LINES AND APPURTENANCES FOLLOWING ACCEPTANCE OF REVEGETATION BY THE CITY AND THE PROJECT BIOLOGIST.

02/10/23

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I-4

**REVEGETATION PLANS FOR THE:  
ENCANTO IMPROVEMENTS I PROJECT**

**IRRIGATION LEGEND AND NOTES**

|                      |     |  |      |   |  |
|----------------------|-----|--|------|---|--|
| SPEC. NO.: TBD       |     | CITY OF SAN DIEGO, CALIFORNIA                        |      | I0# TBD                                 |  |
| SHEET 5 OF 10 SHEETS |     | SUBMITTED BY:<br>STEPHANIE BRACCI<br>PROJECT MANAGER |      | DESIGNED BY:<br>TBD<br>PROJECT ENGINEER |  |
| DESCRIPTION          | BY  | APPROVED   | DATE | FILMED                                  |  |
| ORIGINAL             | SFF |  |      |   |  |
|                      |     | DATE STARTED   |      | TBD                                     |  |
|                      |     | DATE COMPLETED                                       |      |   |  |

**CONSULTANT**

**DUDEK** *Engineering, Planning,  
Environmental Sciences and  
Management Services*

605 Third Street Encinitas, CA 92024 T-(760) 942-5147 F-(760) 632.0164

WARNING

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

LICENSED LANDSCAPE ARCHITECT

STEPHEN F. FRASER - 5081

Signature: [Signature]

Member No: 7/2/23

STATE OF CALIFORNIA

CONTRACTOR: \_\_\_\_\_ DATE STARTED: \_\_\_\_\_  
 INSPECTOR: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

**FINAL PLANS**

**ENCANTO IMPROVEMENTS I PROJECT - REVEGETATION PLANS**





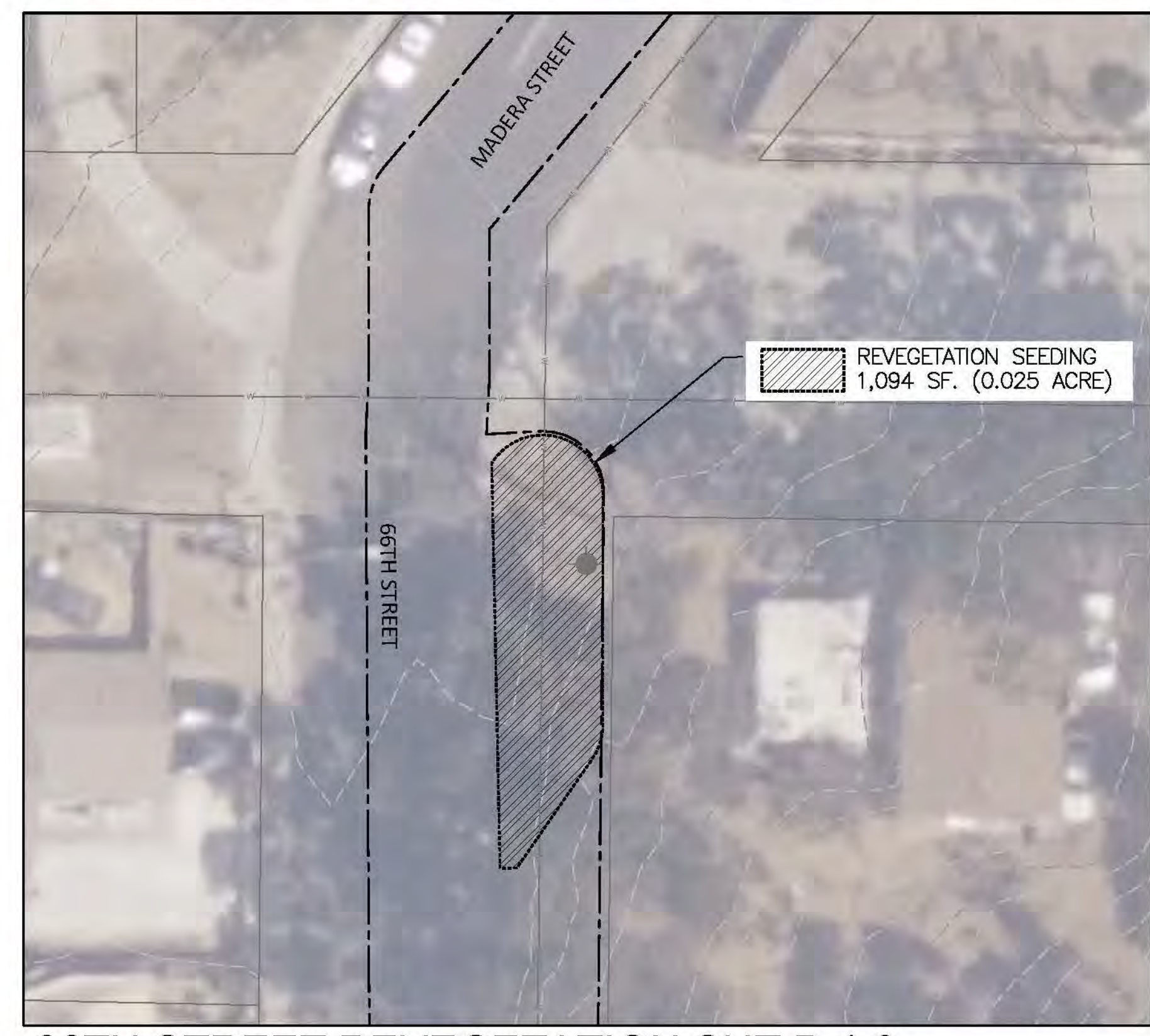




ORIOLE STREET REVEGETATION SHT P-1.1



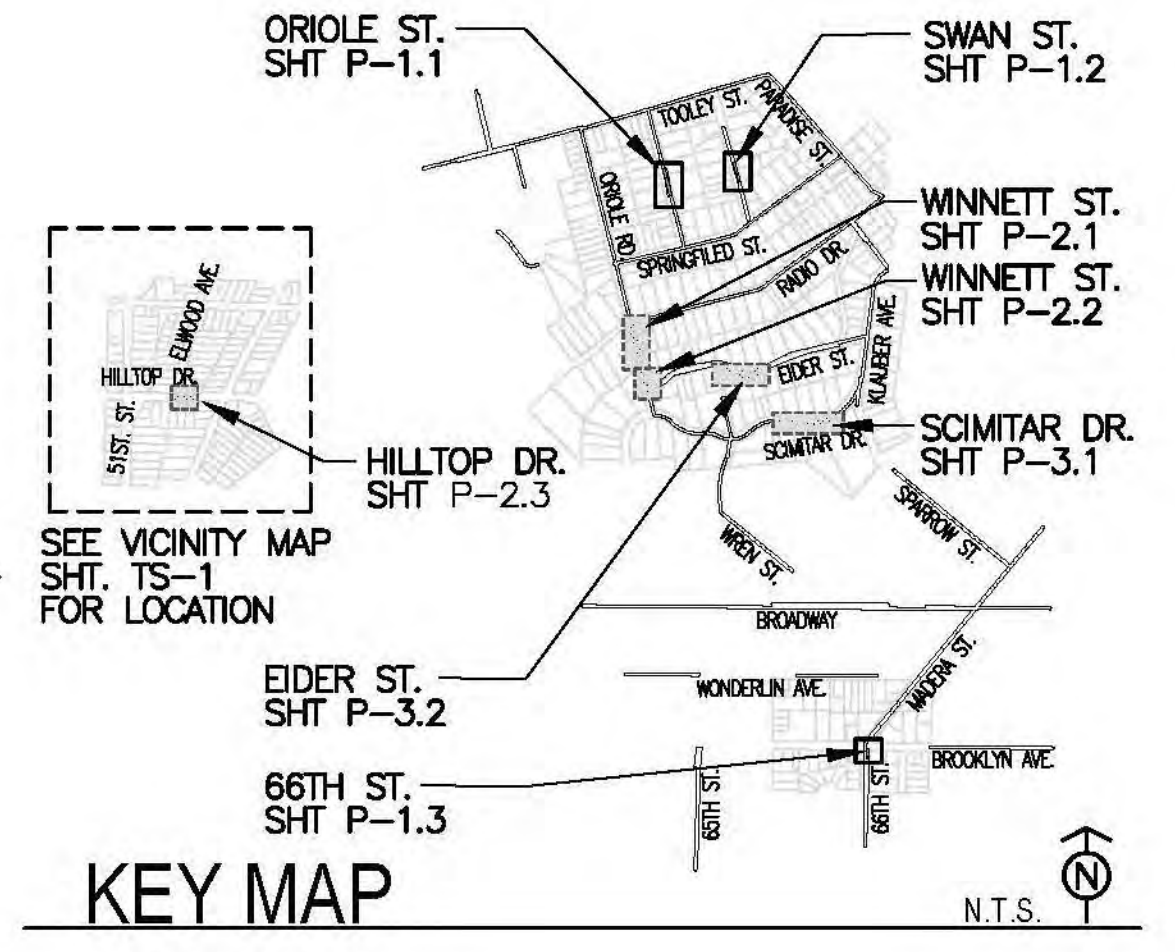
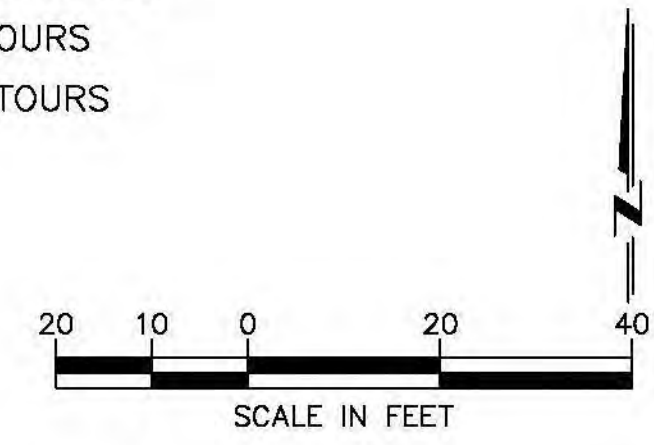
SWAN STREET REVEGETATION SHT P-1.2



66TH STREET REVEGETATION SHT P-1.3

SHEET LEGEND

- BMZ REVEGETATION SEEDING AREAS  
0.151 AC./6,592 SF (THIS SHEET ONLY)
- PROJECT LIMITS
- WATER MAIN
- HYDRANT
- PARCEL BOUNDARIES
- 2 FT. CONTOURS
- 10 FT. CONTOURS



KEY MAP

P-1

REVEGETATION PLANS FOR THE:  
ENCANTO IMPROVEMENTS I PROJECT

SITE PREPARATION/PLANTING PLAN

|  |     |  |  |                |          |
|--|-----|--|--|----------------|----------|
| CITY OF SAN DIEGO, CALIFORNIA                        |     |  |  | IO#            | TBD      |
| SHEET 7 OF 10 SHEETS                                 |     |  |  | DATE           | TBD      |
| SUBMITTED BY:<br>STEPHANIE BRACCI<br>PROJECT MANAGER |     |  |  | DATE           | TBD      |
| CHECKED BY:<br>TBD<br>PROJECT ENGINEER               |     |  |  | DATE           | TBD      |
| DESCRIPTION  |     |  |  | BY             | APPROVED |
| ORIGINAL   | SFF |  |  |                |          |
| DATE STARTED   |     |  |  | DATE COMPLETED |          |
| CONTRACTOR   |     |  |  | INSPECTOR      |          |

WARNING

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CONSULTANT

**DUDEK** Engineering, Planning, Environmental Sciences and Management Services

605 Third Street Encinitas, CA 92024 T- (760) 942-5147 F- (760) 632.0164

SPEC. NO.: TBD

CONTRACTOR

INSPECTOR

FINAL PLANS



02/10/23

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WINNETT STREET REVEGETATION SHT P-2.1



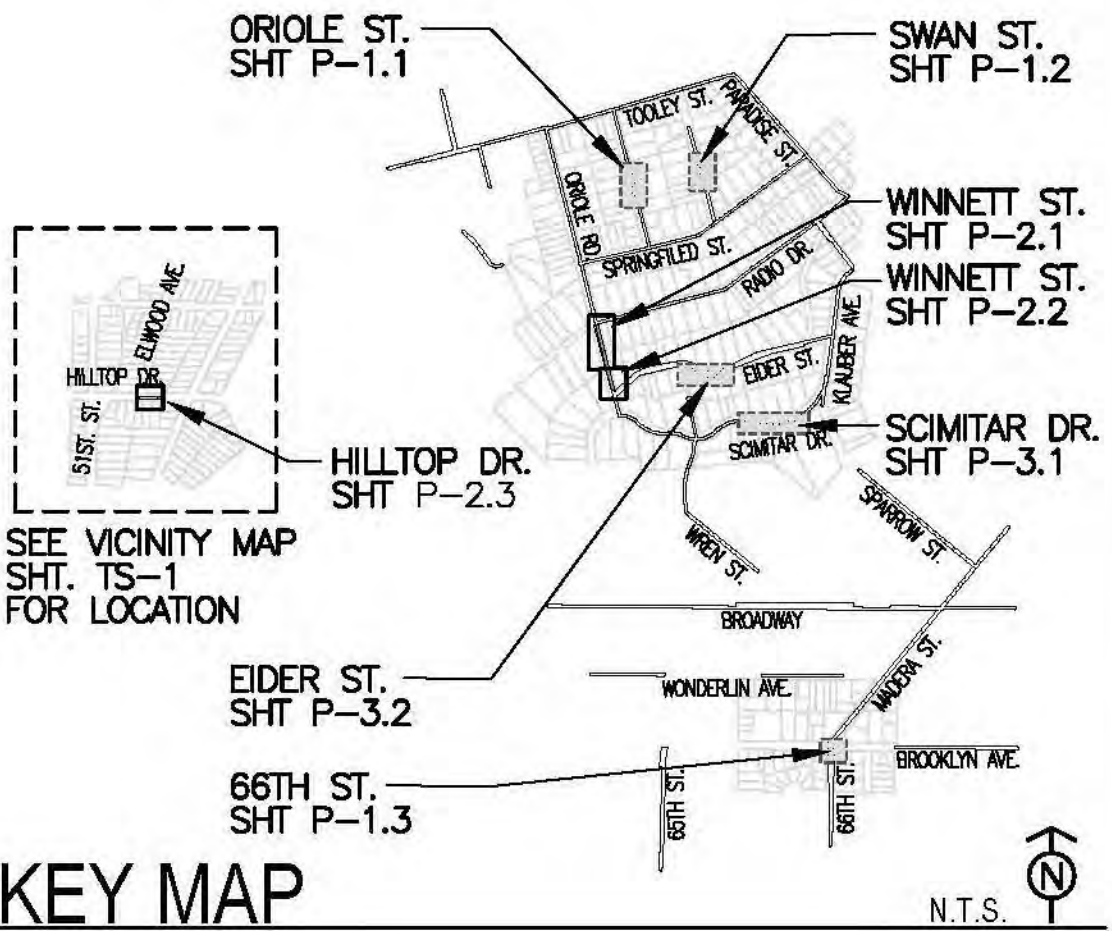
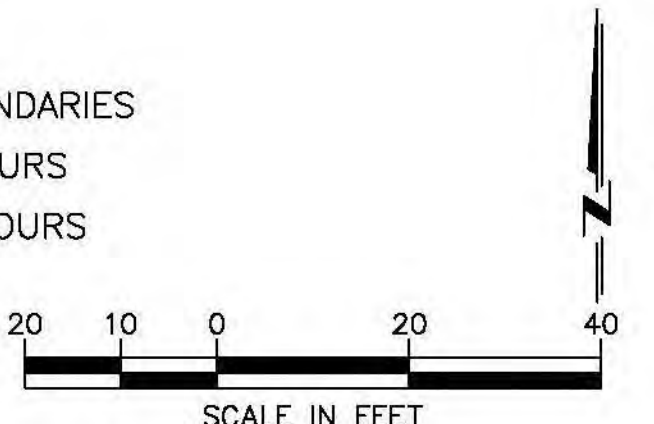
WINNETT STREET REVEGETATION SHT P-2.2



HILLTOP DRIVE REVEGETATION SHT P-2.3

SHEET LEGEND

- REVEGETATION SEEDING AREAS COMBINED 0.163 AC./7,121 SF (THIS SHEET ONLY)
- BMZ REVEGETATION SEEDING AREAS (THIS SHEET ONLY)
- SITE STABILIZATION TREATMENT AREA 0.065 AC./2,833 SF (THIS SHEET ONLY)
- PROJECT LIMITS
- WATER MAIN
- HYDRANT
- PARCEL BOUNDARIES
- 2 FT. CONTOURS
- 10 FT. CONTOURS



KEY MAP

P-2

REVEGETATION PLANS FOR THE: ENCANTO IMPROVEMENTS I PROJECT  
SITE PREPARATION/PLANTING PLAN

CITY OF SAN DIEGO, CALIFORNIA  
SHEET 8 OF 10 SHEETS

IO# TBD

SUBMITTED BY: STEPHANIE BRACCI  
PROJECT MANAGER

DESIGNED BY: TBD  
PROJECT ENGINEER

| DESCRIPTION | BY  | APPROVED | DATE | FILMED |
|-------------|-----|----------|------|--------|
| ORIGINAL    | SFF |          |      |        |
|             |     |          |      |        |
|             |     |          |      |        |

N/A  
CCS27 COORDINATE  
XXXX-XXXX  
CCS83 COORDINATE

TBD

DATE STARTED  
DATE COMPLETED

WARNING  
0 1  
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CONSULTANT

**DUDEK** Engineering, Planning, Environmental Sciences and Management Services  
605 Third Street Encinitas, CA 92024 T- (760) 942-5147 F- (760) 632.0164

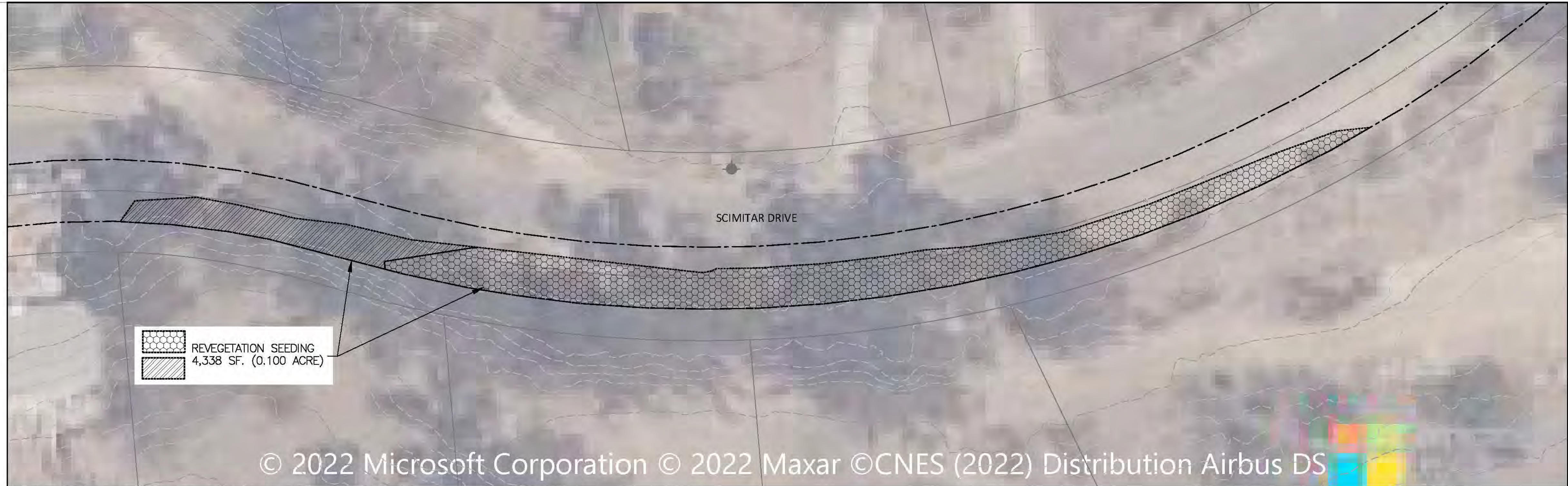
SPEC. NO.: TBD

CONTRACTOR  
INSPECTOR

FINAL PLANS

ENCANTO IMPROVEMENTS I PROJECT - REVEGETATION PLANS





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SCIMITAR DRIVE REVEGETATION SHT P-3.1



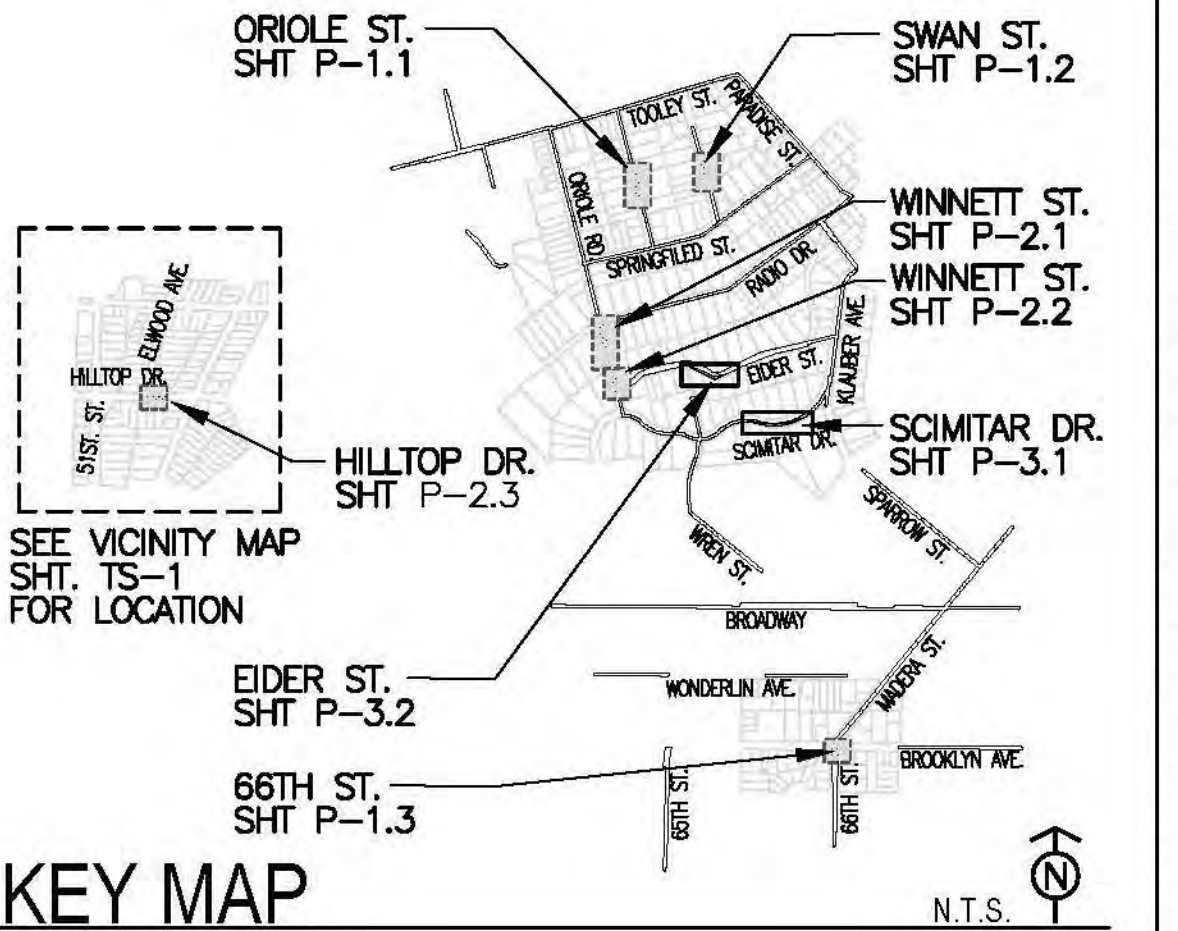
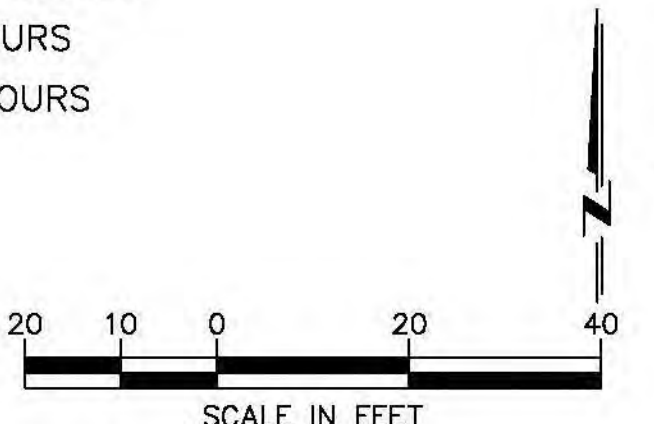
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EIDER STREET REVEGETATION SHT P-3.1

**SHEET LEGEND**

- REVEGETATION SEEDING AREAS
- BMZ REVEGETATION SEEDING AREAS
- PROJECT LIMITS
- WATER MAIN
- HYDRANT
- PARCEL BOUNDARIES
- 2 FT. CONTOURS
- 10 FT. CONTOURS

COMBINED  
0.185 AC./8,038 SF  
(THIS SHEET ONLY)



**KEY MAP**

P-3

REVEGETATION PLANS FOR THE:  
ENCANTO IMPROVEMENTS I PROJECT  
SITE PREPARATION/PLANTING PLAN

CITY OF SAN DIEGO, CALIFORNIA  
SHEET 9 OF 10 SHEETS

IO# TBD

SUBMITTED BY:  
STEPHANIE BRACCI  
PROJECT MANAGER

DESIGNED BY:  
TBD  
PROJECT ENGINEER

N/A  
CCS27 COORDINATE

XXXX-XXXX  
CCS83 COORDINATE

TBD

| DESCRIPTION | BY  | APPROVED | DATE | FILMED |
|-------------|-----|----------|------|--------|
| ORIGINAL    | SFF |          |      |        |
|             |     |          |      |        |
|             |     |          |      |        |

CONTRACTOR \_\_\_\_\_ DATE STARTED \_\_\_\_\_  
INSPECTOR \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

FINAL PLANS

**CONSULTANT**

**DUDEK** *Engineering, Planning,  
Environmental Sciences and  
Management Services*

605 Third Street Encinitas, CA 92024 T- (760) 942-5147 F- (760) 632.0164

SPEC. NO.: TBD

CONTRACTOR \_\_\_\_\_  
INSPECTOR \_\_\_\_\_

**WARNING**

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**SEED LEGEND**

NATIVE REVEGETATION/NON-HABITAT FORMING UPLAND SEED MIX (0.499 Acres/21,751 SF)

| SYMBOL | BOTANICAL NAME                      | COMMON NAME            | PLS <sup>1</sup> | LBS/ACRE <sup>2</sup> | TOTAL LBS <sup>2</sup> |
|--------|-------------------------------------|------------------------|------------------|-----------------------|------------------------|
|        | ACMISPON GLABER                     | DEERWEED               | 85               | 1.0                   | 0.5                    |
|        | AMBROSIA PSYLOSTACHYA               | WESTERN RAGWEED        | 20               | 1.5                   | 0.7                    |
|        | AMSNICKIA MENZIESII VAR. INTERMEDIA | RANCHER'S FIDDLENECK   | 29               | 1.0                   | 0.5                    |
|        | BROMUS CARINATUS                    | CALIFORNIA BROME GRASS | 86               | 3.0                   | 1.5                    |
|        | ENCELIA CALIFORNICA                 | CALIFORNIA ENCELIA     | 25               | 2.0                   | 1.0                    |
|        | ESCHSCHOLZIA CALIFORNICA            | CALIFORNIA POPPY       | 78               | 1.5                   | 0.7                    |
|        | FESTUCA MICROSTACHYS <sup>3</sup>   | PACIFIC FESCUE         | 72               | 2.0                   | 1.0                    |
|        | ISOCOMA MENZIESII                   | COASTAL GOLDENBUSH     | 15               | 1.0                   | 0.5                    |
|        | LASTHENIA GRACILIS <sup>3</sup>     | NEEDLE GOLDFIELDS      | 30               | 1.0                   | 0.5                    |
|        | LUPINUS BICOLOR <sup>3</sup>        | MINIATURE LUPINE       | 90               | 2.0                   | 1.0                    |
|        | LUPINUS SUCCULENTUS <sup>3</sup>    | ARROYO LUPINE          | 90               | 3.0                   | 1.5                    |
|        | PLANTAGO ERECTA <sup>3</sup>        | DOT SEED PLANTAIN      | 85               | 5.0                   | 2.4                    |
|        | SISYRINCHIUM BELLUM                 | BLUE-EYED GRASS        | 80               | 1.5                   | 0.7                    |
|        |                                     |                        |                  |                       |                        |
|        |                                     | TOTAL:                 | 25.5             | 12.5                  |                        |

- 1 PLS = PERCENT LIVE SEED (MINIMUM)
- 2 BULK SEED
- 3 QUICK GERMINATING NURSE CROPS FOR EROSION CONTROL

**SEEDING NOTES**

- ALL SEEDS SHALL HAVE ORIGINATED FROM WITHIN SAN DIEGO COUNTY COASTAL AREAS TO THE EXTENT PRACTICAL (E.G. WITHIN A 25 MILE RADIUS), OR AS APPROVED BY THE RE AND PROJECT BIOLOGIST, OR CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE SEED ARE NOT AVAILABLE AND SHALL NOTIFY THE CITY REPRESENTATIVE AND THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE.
- ALL SEEDS SHALL MEET THE MINIMUM % PURE LIVE SEED (PLS) AS NOTED IN TABLES. IF THE MINIMUM % PLS COUNT CANNOT BE MET CONTRACTOR SHALL COORDINATE AND OBTAIN WRITTEN APPROVAL FROM THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE (I.E.. SUBSTITUTION, INCREASED QUANTITY). ANY POTENTIAL SUBSTITUTIONS MUST BE APPROVED BY THE PROJECT BIOLOGIST PRIOR TO APPLICATION OF SEED.
- %PLS (DEPICTED IN THE SEED PALETTE) IS CALCULATED BY MULTIPLYING THE PERCENT SEED PURITY BY PERCENT SEED GERMINATION, WHICH SHALL BE THE METHOD USED BY THE PROJECT BIOLOGIST TO DETERMINE SEED QUALITY.
- CONTRACTOR SHALL SUBMIT ALL SEED TAGS FOR SEED PRODUCTS TO BE USED WITHIN THE PROJECT TO THE CITY AND PROJECT BIOLOGIST FOR APPROVAL PRIOR TO APPLICATION. ALL SEED TAGS FROM MATERIALS ACTUALLY APPLIED SHALL BE RETAINED BY THE CONTRACTOR AND SHALL BE TURNED OVER TO THE PROJECT BIOLOGIST IN ORDER TO VERIFY COMPLIANCE WITH THE SPECIFIED MATERIALS.
- THE SEED MIX IDENTIFIED ON THESE PLANS SHALL BE APPLIED IN ALL AREAS IDENTIFIED ON THE PLAN FOR REVEGETATION, AND AS DIRECTED BY THE PROJECT BIOLOGIST.
- SEEDING SHALL OCCUR ONLY AFTER THE PROJECT BIOLOGIST HAS OBSERVED AND APPROVED THAT THE SITE HAS BEEN PROPERLY CLEARED OF ALL NON-NATIVE VEGETATION AND THE IRRIGATION SYSTEM HAS BEEN INSTALLED, INSPECTED AND VERIFIED AS OPERATIONAL.
- THE SEED SHALL BE INSTALLED VIA HYDROSEED METHODS, UNLESS OTHERWISE DIRECTED BY THE PROJECT BIOLOGIST. SEED APPLIED SHALL ACHIEVE 100% COVER UPON APPLICATION OF THE FOLLOWING SLURRY MIX:
  - VIRGIN WOOD FIBER W/GREEN MARKER DYE APPLIED AT A MINIMUM RATE OF 2,000 POUNDS PER ACRE
  - GUAR GUM TACKIFER APPLIED AT A MINIMUM RATE OF 150 LBS. PER ACRE
  - SEED MIX, AS INDICATED IN THE SEEDING PALETTE APPLIED IN THE QUANTITY LISTED PER ACRE
- EQUIPMENT USED FOR THE APPLICATION OF THE HYDROSEED SLURRY MIX SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENEOUSLY MIX THE SLURRY. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY AT THE RATES INDICATED.
- PROJECT BIOLOGIST SHALL CONSIDER THE ESTABLISHED 70% SUCCESS CRITERIA, IN THE EVENT THAT ADDITIONAL SEED IS NEEDED TO SUPPLEMENT THE QUANTITY SHOWN ON THESE SEEDING PLANS.

**SOIL STABILIZATION LEGEND**

SOIL STABILIZATION AREA – APPLY MULCH PER SITE PREPARATION NOTES (SHT TS-1)

**MAINTENANCE REQUIREMENTS:**

- REVEGETATION AND SITE STABILIZATION AREAS SHALL BE MAINTAINED FOR A PERIOD OF NOT LESS THAN 25 MONTHS (TABLE 1) OR FOR A DURATION DETERMINED BY THE CITY AND PROJECT BIOLOGIST. ALL REVEGETATION AND SITE STABILIZATION AREAS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL APPROVAL BY THE CITY AT THE END OF THE 25-MONTH PERIOD, OR EXTENDED MAINTENANCE PERIOD IF PROJECT DOES NOT MEET THE PERFORMANCE STANDARDS/SUCCESS CRITERIA (TABLE 2). THE MAINTENANCE PERIOD BEGINS ON THE FIRST DAY FOLLOWING INSTALLATION ACCEPTANCE (AT THE END OF 120 DAY PEP) AND MAY BE EXTENDED AT THE DETERMINATION OF THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST.
- EROSION CONTROL AND PERIMETER FENCING SHALL BE REMAIN IN PLACE, INTACT AND MAINTAINED FUNCTIONAL THROUGH THE 120-DAY PEP AND FOR THE DURATION OF THE 25-MONTH MAINTENANCE AND MONITORING PERIOD. EROSION CONTROL SHALL BE MAINTAINED TO THE SATISFACTION OF THE CITY AND PROJECT BIOLOGIST. ALL ABOVE GROUND EROSION CONTROL MEASURES SUCH AS BUT NOT LIMITED TO SILT FENCING, GRAVEL BAGS, AND/OR FIBER ROLLS SHALL BE REMOVED BY THE CONTRACTOR FOLLOWING CITY ACCEPTANCE OF THE 25-MONTH MAINTENANCE AND MONITORING PERIOD.
- THE CONTRACTOR SHALL MAINTAIN THE SITE FREE OF TRASH AND INORGANIC DEBRIS THROUGH COMPLETION OF THE 25-MONTH MAINTENANCE AND MONITORING PERIOD.
- WEEDING, HERBICIDE, AND/OR PESTICIDE APPLICATION SHALL BE CONDUCTED REGULARLY BY THE CONTRACTOR. WEEDING SHALL BE DONE AT A MINIMUM OF BI-WEEKLY UNTIL THE END OF THE 120-DAY PEP, AND MONTHLY THEREAFTER THROUGHOUT THE 25-MONTH MAINTENANCE PERIOD. WEEDS SHALL BE REMOVED AND PROPERLY DISPOSED OF OFFSITE. CONTRACTOR SHALL OBTAIN APPROVAL FROM CITY REPRESENTATIVE AND PROJECT BIOLOGIST BEFORE HERBICIDE/PESTICIDE APPLICATIONS, AND SHALL APPLY HERBICIDE/PESTICIDE PER MANUFACTURER'S RECOMMENDATIONS AND PER ANY STATE OF CALIFORNIA GUIDELINES. CONTRACTOR MUST POSSESS A VALID STATE PESTICIDE AND/OR HERBICIDE LICENSE AT ALL TIMES.
- CONTRACTOR SHALL CONTROL ALL WEEDS AS IDENTIFIED BY THE PROJECT BIOLOGIST, SUCH THAT NO WEED COVER EXCEEDS 5% OF THE PROJECT SITE, BEFORE THEY DEVELOP SIGNIFICANT VEGETATION COVER (AT THE DISCRETION AT THE PROJECT BIOLOGIST), AND BEFORE THEY DEVELOP VEGETATIVE PARTS AND SET SEED.
- BMZ WITHIN PROJECT AREAS SHALL BE MAINTAINED IN COMPLIANCE WITH CITY OF SAN DIEGO BRUSH MANAGEMENT REGULATIONS FOR THE DURATION OF THE 25-MONTH MAINTENANCE PERIOD. NATIVE SHRUBS FROM THE APPLIED SEED MIX (ISOCOMA MENZIESII, ACMISPON GLABER) OR NATURALLY RECRUITING NATIVE SHRUBS SHALL BE MAINTAINED TO A MAXIMUM OF 55% COVER IN BMZ.
- VEGETATION COVER AND MAX. INVASIVE SPECIES COVER SHALL BE REQUIRED TO MEET ESTABLISHED SUCCESS CRITERIA (SHT P-4; TABLE 2, SUCCESS CRITERIA), FOR THE FOLLOWING MILESTONE PERIODS: 120-DAYS FOLLOWING INSTALLATION, AT THE END OF YEAR ONE AND 25 MONTHS FOLLOWING COMPLETION OF THE 120-DAY PLANT ESTABLISHMENT PERIOD (PEP), THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE MAY APPROVE LESSER % AS ACCEPTABLE BASED ON SITE CONDITIONS.
- SITE STABILIZATION AREAS SHALL NOT BE REQUIRED FOR ACHIEVEMENT OF ESTABLISHED PROJECT PERFORMANCE STANDARDS FOR NATIVE COVER ESTABLISHMENT, BUT ARE REQUIRED TO MAINTAIN BELOW THE NON-NATIVE COVER REQUIREMENT.
- CONTRACTOR SHALL REMOVE ALL TEMPORARY IRRIGATION LINES AND APPURTENANCES (SEE IRRIGATION NOTES, SHT. 1-2), AND PERIMETER CONTROLS (ROPE AND POST FENCING) FOLLOWING ACCEPTANCE OF REVEGETATION BY THE CITY.

**TABLE 1. MAINTENANCE MONITORING AND REPORTING SCHEDULE**

| PERIOD                                      | ACTIVITY FOR PROJECT BIOLOGIST/CONTRACTOR   | BIOLOGIST SITE VISIT FREQUENCY   | SUBMITTALS/ CHECKLIST                                      | REPORTING FREQUENCY   |
|---|---|--|--|---|
| REVEGETATION INSTALLATION                   | PROJECT BIOLOGIST: RESPONSIBLE FOR MONITORING<br>CONTRACTOR: RESPONSIBLE FOR INSTALLATION AND MAINTENANCE | AS NEEDED, BUT MINIMUM WEEKLY  | BIOLOGIST REPORTS: BASED ON REVEGETATION PLAN CRITERIA     | UPON COMPLETION OF SUCCESSFUL INSTALLATION (AS DETERMINED BY THE PROJECT BIOLOGIST) |
| 120 DAY PEP                                 | PROJECT BIOLOGIST: RESPONSIBLE FOR MONITORING<br>CONTRACTOR: RESPONSIBLE FOR MAINTENANCE                  | MONTHS 1 & 2 – BIWEEKLY (MINIMUM)<br>MONTHS 3 & 4 – ONCE PER MONTH (MINIMUM) | BIOLOGIST REPORTS: BASED ON THE REVEGETATION PLAN CRITERIA | AT THE END OF THE PEP***  |
| 25 MONTH LONG-TERM MAINTENANCE & MONITORING | PROJECT BIOLOGIST: RESPONSIBLE FOR MONITORING<br>CONTRACTOR: RESPONSIBLE FOR MAINTENANCE                  | EVERY 3 MONTHS   | BIOLOGIST REPORTS: BASED ON THE REVEGETATION PLAN CRITERIA | EVERY THREE MONTHS FOR THE FIRST 9 MONTHS YEAR 1***<br>25 MONTHS***                 |

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

**TABLE 2. SUCCESS CRITERIA (NATIVE REVEGETATION AREAS)**

| PARAMETER | % VEGETATION COVER (NATIVE REVEGETATION AREAS) <sup>1,3,4</sup> | NON-NATIVE COVER <sup>3</sup>                     |
|-----------|---|---|
| 120 DAYS  | 25%   | <5% AT ANY TIME, 0% INVASIVE EXOTICS <sup>2</sup> |
| 1 YEAR    | 40%   | <5% AT ANY TIME, 0% INVASIVE EXOTICS <sup>2</sup> |
| 25 MONTHS | 70%   | <5% AT ANY TIME, 0% INVASIVE EXOTICS <sup>2</sup> |

- AT THE DISCRETION OF THE PROJECT BIOLOGIST, RECRUITED ANNUAL NON-NATIVE GRASS AND FORB SPECIES NOT LISTED AS HIGHLY INVASIVE ON THE CAL-IPC INVASIVE PLANT LIST CAN BE USED TO MEET THE % VEGETATION COVER FOR EROSION CONTROL.
- LISTED BY CITY OF SAN DIEGO LANDSCAPE STANDARDS AND/OR CAL-IPC AS HIGHLY INVASIVE, PER THEIR MOST CURRENT INVENTORY.
- SITE STABILIZATION AREA SHALL NOT BE REQUIRED FOR ACHIEVEMENT OF ESTABLISHED PROJECT PERFORMANCE STANDARDS FOR % VEGETATION COVER, BUT IS REQUIRED TO MAINTAIN BELOW THE NON-NATIVE COVER REQUIREMENT.
- SHRUB COVER WITHIN BMZ SHALL NOT EXCEED 55%

P-4

**REVEGETATION PLANS FOR THE: ENCANTO IMPROVEMENTS I PROJECT PLANTING LEGENDS, DETAIL AND IMPLEMENTATION AND LONG-TERM MAINTENANCE AND MONITORING NOTES**

CITY OF SAN DIEGO, CALIFORNIA  
SHEET 10 OF 10 SHEETS

IO# TBD

DATE: 07-31-14  
PROJECT ENGINEER: STEPHANIE BRACCI  
PROJECT MANAGER

| DESCRIPTION | BY  | APPROVED | DATE | FILMED |
|-------------|-----|----------|------|--------|
| ORIGINAL    | SFF |          |      |        |

CONTRACTOR: \_\_\_\_\_ DATE STARTED: \_\_\_\_\_  
INSPECTOR: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

TBD

CONSULTANT

**DUDEK** Engineering, Planning, Environmental Sciences and Management Services

605 Third Street Encinitas, CA 92024 T-(760) 942-5147 F-(760) 632.0164



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FINAL PLANS

ENCANTO IMPROVEMENTS I PROJECT - REVEGETATION PLANS

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**APPENDIX N**  
**ARCHAEOLOGICAL AND PALEONTOLOGICAL MONITORING LIMITS**

| Estimated Archaeological Monitoring Limits<br>(includes Main, Laterals, and other trenching activities) |                   |               |             |                    |
|---|-------------------|---------------|-------------|--------------------|
| Sheet #   | Discipline Code # | Begin Station | End Station | Approximate Length |
| 4   | C-2               | 3+50          | 7+80        | 430                |
| 5   | C-3               | 2+00          | 7+00        | 500                |
| 6   | C-4               | 7+00          | 9+40        | 240                |
| 10  | C-8               | 18+70         | 22+00       | 330                |
| 11  | C-9               | 22+00         | 25+70       | 370                |
| 12  | C-10              | 3+60          | 6+92.24     | 332.24             |
| 14  | C-12              | 1+00          | 10+04.97    | 904.97             |
| 15  | C-13              | 2+00          | 6+10        | 410                |
| 16  | C-14              | 1+00          | 5+30        | 430                |
| 18  | C-16              | 1+00          | 9+00        | 800                |
| 19  | C-17              | 9+00          | 15+51.40    | 651.4              |
| 20  | C-18              | 1+00          | 1+97.32     | 97.32              |
| 23  | C-21              | 10+90         | 12+55.37    | 165.37             |
| 24  | C-22              | 2+70          | 5+62.23     | 292.23             |
| 25  | C-23              | 1+10          | 3+20        | 210                |
| 26  | C-24              | 1+20          | 6+60        | 540                |
| 30  | C-28              | 14+50         | 15+23.80    | 73.8               |
| 31  | C-29              | 1+00          | 7+00        | 600                |
| 39  | C-37              | 1+00          | 10+00       | 900                |
| 40  | C-38              | 10+00         | 17+63.67    | 763.67             |
| 45  | C-43              | 1+00          | 5+20        | 420                |
| 47  | C-45              | 1+00          | 5+55        | 455                |
| 52  | C-50              | 4+92          | 8+22.76     | 330.76             |
| 54  | C-52              | 9+80          | 14+20       | 440                |

Actual limits to be determined by the Monitor(s) prior to construction and shall be consistent with the project's mitigation and monitoring program (MMRP).



| Estimated Paleontological Monitoring Limits<br>(includes Main, Laterals, and other trenching activities)  |                   |               |             |                    |
|---|-------------------|---------------|-------------|--------------------|
| Sheet #   | Discipline Code # | Begin Station | End Station | Approximate Length |
| 4   | C-2               | 4+50          | 7+80        | 330                |
| 5   | C-3               | 2+70          | 7+00        | 430                |
| 6   | C-4               | 7+00          | 8+40        | 140                |
| 7   | C-5               | 9+63.35       | 9+63.35     | New Manhole        |
| 10  | C-8               | 19+50         | 22+00       | 250                |
| 12  | C-10              | 3+60          | 5+90        | 230                |
| 14  | C-12              | 5+40          | 9+40        | 400                |
| 15  | C-13              | 4+40          | 5+10        | 70                 |
| 17  | C-15              | 11+55.03      | 11+55.03    | New Manhole        |
| 18  | C-16              | 2+80          | 3+90        | 110                |
| 18  | C-16              | 6+70          | 9+00        | 230                |
| 19  | C-17              | 9+00          | 14+40       | 540                |
| 20  | C-18              | 1+00          | 1+97.32     | 97.32              |
| 23  | C-21              | 10+90         | 12+20       | 130                |
| 24  | C-22              | 2+70          | 5+62.23     | 292.23             |
| Actual limits to be determined by the Monitor(s) prior to construction and shall be consistent with the project's mitigation and monitoring program (MMRP). |                   |               |             |                    |

**ATTACHMENT F**

**RESERVED**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

---

**CONSTRUCTION CONTRACT**

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Burtech Pipeline Incorporated**, herein called "Contractor" for construction of **Encanto Improv 1**; Bid No. **K-23-2165-DBB-3**; in the total amount of **TWENTY MILLION THREE HUNDRED SIXTY NINE THOUSAND NINE HUNDRED TWO DOLLARS (\$20,369,902.00)**, which is comprised of the Base Bid plus Additive Alternates D and F and Deductive Alternate E, consisting of an amount not to exceed **\$4,388,503.65** for Phase I, **\$9,398,642.88** for Phase II and **\$6,582,755.47** for Phase III.

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 Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phased Funding Schedule Agreement and Long-Term Maintenance and Monitoring Agreement.
  - (e) That certain documents entitled **Encanto Improv 1**, on file in the office of the City Clerk as Document No. **B-18206, B-18209**, as well as all matters referenced therein.
2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
3. 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 **Encanto Improv 1**, Bid Number **K-23-2165-DBB-3**, San Diego, California.
4. 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. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).



**CONTRACT AGREEMENT (continued)**

- 5. 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.
- 6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

**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, authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney  
By 

Print Name: Claudia C. Abarca  
Director  
Purchasing & Contracting Dept.

Print Name: ADAM WANDER  
Deputy City Attorney

Date: June 8, 2023

Date: 6/20/23

**CONTRACTOR**

By 

Print Name: Dominic J. Burtech

Title: President & CEO

Date: 5/18/2023

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000006324

## **CERTIFICATIONS AND FORMS**

The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

## **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.



**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

The bidder, being first duly sworn, deposes and says that he or she is authorized by 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.

## CONTRACTOR CERTIFICATION

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### COVID-19 VACCINATION ORDINANCE

#### CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

#### TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

## **CONTRACTOR CERTIFICATION**

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### **DRUG-FREE WORKPLACE**

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 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

This company 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.



## **CONTRACTOR CERTIFICATION**

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### **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act". of the project specifications, and that:

This company 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.

## **CONTRACTOR CERTIFICATION**

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### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

## **CONTRACTOR CERTIFICATION**

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### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.



## **CONTRACTOR CERTIFICATION**

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### **EQUAL PAY ORDINANCE CERTIFICATION**

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

## **CONTRACTOR CERTIFICATION**

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### **PRODUCT ENDORSEMENT**

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**AFFIDAVIT OF DISPOSAL**

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

**Encanto Improv 1**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2165-DBB-3**; SAP No. (WBS) **B-18206, B-18209**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State



**LIST OF SUBCONTRACTORS**

**\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY\*\*\* SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions – General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR  | CONSTRUCTOR OR DESIGNER | SUBCONTRACTOR LICENSE NUMBER | 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: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>Email: _____ |                         |                              |              |                             |  |                  |                                    |
| Name: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>Email: _____ |                         |                              |              |                             |  |                  |                                    |

- 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   |  |          |
| 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.**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

**\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY \*\*\* SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

| 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 <sup>①</sup> | WHERE CERTIFIED <sup>②</sup> |
|--|-----------------------|--------------------------------------|-------------------|-----------------------|--|------------------------------|
| Name: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>Email: _____ |                       |                                      |                   |                       |  |                              |
| Name: _____<br>Address: _____<br>City: _____<br>State: _____<br>Zip: _____<br>Phone: _____<br>Email: _____ |                       |                                      |                   |                       |  |                              |

- 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   |  |          |
| 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.**

## **ELECTRONICALLY SUBMITTED FORMS**

**FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

**PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- F. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**



**BID BOND**

**See Instructions to Bidders, Bidder Guarantee of Good Faith  
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That BURTECH PIPELINE, INCORPORATED as Principal, and NATIONWIDE MUTUAL 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

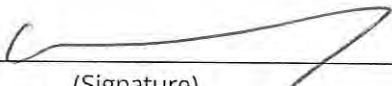
ENCANTO IMPROV 1; BID NO.: K-23-2165-DBB-3

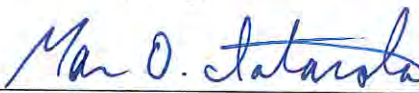
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes 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 28TH day of MARCH, 2023

BURTECH PIPELINE, INCORPORATED (SEAL)  
(Principal)

NATIONWIDE  
MUTUAL INSURANCE COMPANY (SEAL)  
(Surety)

By:   
(Signature)  
DOMINIC J. BURTECH, JR., PRESIDENT

By:   
(Signature)  
MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of California )  
 County of San Diego )  
 On 4/4/2023 before me, Arthur Patrick Arquilla, Notary Public  
Date Here Insert Name and Title of the Officer  
 Personally appeared Dominic Burtch  
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 [Handwritten Signature]  
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 \_\_\_\_\_ 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 \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

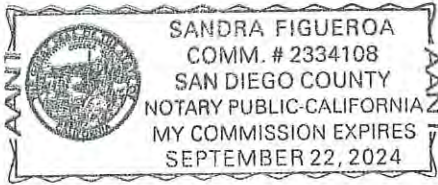
CIVIL CODE § 1189

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

State of California }  
County of SAN DIEGO

On 3/28/2023 before me, SANDRA FIGUEROA, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared MARK D. IATAROLA  
*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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]  
*Signature of Notary Public*

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:  
HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

**Execution of Instruments.** Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC8270117  
Qualified In New York County  
Commission Expires October 19, 2024

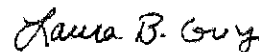


Notary Public  
My Commission Expires  
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28TH day of MARCH 2023.



Assistant Secretary

## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name

✓   
 \_\_\_\_\_  
 Signature

Date 4/05/2023

**USE ADDITIONAL FORMS AS NECESSARY**

## SUBCONTRACTORS FOR ALTERNATES

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\*  
(Use Additional Sheets As Needed)

| IDENTIFY<br>ALTERNATE<br><small>(example: Deductive Alternate B)<br/>Only one Alternate and Sub per line</small> | SUBCONTRACTOR NAME, LOCATION,<br>PHONE & EMAIL   | SUBCONTRACTOR'S<br>CA LICENSE<br>NUMBER | SUBCONTRACTOR'S<br>DIR REGISTRATION<br>NUMBER | IS SUBCONTRACTOR<br>CONSTRUCTOR,<br>DESIGNER, OR<br>SUPPLIER | TYPE OF WORK   | DOLLAR VALUE OF THE<br>ALTERNATE SUBCONTRACT<br><small>(Negative if Deductive)</small> |
|--|--|---|---|--|--|--|
| Additive<br>Alternate<br>D   | Name: <u>California Asphalt Paving &amp; Grading</u><br>Address: <u>1220 Bolinas Bay Ct</u><br>City: <u>Chula Vista</u> State: <u>CA</u><br>Zip: <u>91913</u> Phone: <u>619-890-0826</u><br>Email: <u>capavingandgrading@gmail.com</u> | 1033358                                 | 1000062521                                    | Constructor  | BI# 145-147,149-150<br>Asphalt Concrete Overlay,<br>Cold Mill, Asphalt<br>Concrete Base and<br>Crushed Misc Base | \$647,900.20   |
| Additive<br>Alternate<br>D   | Name: <u>Roy Allan Slurry Seal, Inc.</u><br>Address: <u>11922 Bloomfied Ave.</u><br>City: <u>Santa Fe Springs</u> State: <u>CA</u><br>Zip: <u>90670</u> Phone: <u>562-864-3363</u><br>Email: <u>lawrence@raslurry.com</u>              | 372798                                  | 1000001156                                    | Constructor  | BI# 151 to 154<br>RPMS Type I, II<br>& III   | \$111,360.20   |
| Deductive<br>Alternate<br>E  | Name: <u>Roy Allan Slurry Seal, Inc.</u><br>Address: <u>11922 Bloomfied Ave.</u><br>City: <u>Santa Fe Springs</u> State: <u>CA</u><br>Zip: <u>90670</u> Phone: <u>562-864-3363</u><br>Email: <u>lawrence@raslurry.com</u>              | 372798                                  | 1000001156                                    | Constructor  | BI# 155-156<br>RPMS Type I & II  | (\$187,496.70)   |
| Additive<br>Alternate<br>F   | Name: <u>Payco Specialties, Inc.</u><br>Address: <u>120 North Second Ave</u><br>City: <u>Chula Vista</u> State: <u>CA</u><br>Zip: <u>91910</u> Phone: <u>619-422-9204</u><br>Email: <u>jeremy@payco.biz</u>                            | 298637                                  | 1000003515                                    | Constructor  | BI#157 - 163<br>Striping, Marking<br>& Traffic Sign  | \$22,141.75  |

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING  
SLBE/ELBE PARTICIPATION GOALS**



## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

|                                |             |                |                |
|--------------------------------|-------------|----------------|----------------|
| <b>Legal Name</b>              |             | <b>DBA</b>     |                |
| Burtech Pipeline, Incorporated |             |                |                |
| <b>Street Address</b>          | <b>City</b> | <b>State</b>   | <b>Zip</b>     |
| 1325 Pipeline Drive            | Vista       | CA             | 92081          |
| <b>Contact Person, Title</b>   |             | <b>Phone</b>   | <b>Fax</b>     |
| Buddy Aquino - Chief Estimator |             | (760) 634-2822 | (760) 634-2415 |

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

|                                    |   |
|------------------------------------|---|
| <b>Name</b>                        | <b>Title/Position</b>                               |
| Dominic J. Burtech                 | President & CEO                                     |
| <b>City and State of Residence</b> | <b>Employer (if different than Bidder/Proposer)</b> |
| Encinitas, CA                      |   |
| <b>Interest in the transaction</b> |   |
| 51%                                |   |

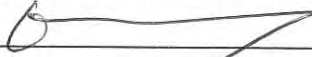
|                                    |   |
|------------------------------------|---|
| <b>Name</b>                        | <b>Title/Position</b>                               |
| Julie J. Burtech                   | Exec. VP & Secretary                                |
| <b>City and State of Residence</b> | <b>Employer (if different than Bidder/Proposer)</b> |
| Encinitas, CA                      |   |
| <b>Interest in the transaction</b> |   |
| 49%                                |   |

### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Dominic J. Burtech - President & CEO ✓

Print Name, Title



Signature

4/05/2023

Date

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.**

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**PRIME CONTRACTOR**  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

| EFFECT OF DEBARMENT OR SUSPENSION  |
|--|
| To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders and contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City. |

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 Names of the Principal Individual owner(s).

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

| NAME               | TITLE                |
|--------------------|----------------------|
| Dominic J. Burtech | President & CEO      |
| Julie J. Burtech   | Exec. VP & Secretary |
|                    |                      |
|                    |                      |

**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.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name

✓  \_\_\_\_\_ Date 4/05/2023

Signature

**NOTE:** Providing false information may result in criminal prosecution or administrative sanctions.



**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY BIDDER\***  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME                  | TITLE          |
|-----------------------|----------------|
| Loveless Linton, Inc. |                |
| Brandon Linton        | President      |
| Rebekah Loveless      | Vice President |
|                       |                |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME           | TITLE           |
|----------------|-----------------|
| Code 3 Media   |                 |
| Chris Marquart | Sole Proprietor |
|                |                 |
|                |                 |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME                  | TITLE     |
|-----------------------|-----------|
| Two Rivers Strategies |           |
| Reema Makani Boccia   | President |
|                       |           |
|                       |           |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME               | TITLE     |
|--------------------|-----------|
| McGrath Consulting |           |
| Michael W. McGrath | President |
|                    |           |
|                    |           |

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Date 4/05/2023

Signature

**\*USE ADDITIONAL FORMS AS NECESSARY\*\***



**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY BIDDER\***  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME                                | TITLE     |
|-------------------------------------|-----------|
| California Asphalt Paving & Grading |           |
| Christopher Vasquez                 | President |
|                                     |           |
|                                     |           |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME                    | TITLE     |
|-------------------------|-----------|
| Payco Specialties, Inc. |           |
| Rebecca Llewelyn        | President |
|                         |           |
|                         |           |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME                         | TITLE          |
|------------------------------|----------------|
| YBS Construction Engineering |                |
| Rodolfo Sanchez              | President      |
| Marissa Sanchez              | Vice President |
|                              |                |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME                | TITLE     |
|---------------------|-----------|
| Piperin Corporation |           |
| Craig Barry         | President |
|                     |           |
|                     |           |

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Date 4/05/2023

Signature

**\*USE ADDITIONAL FORMS AS NECESSARY\*\***

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY BIDDER\***  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**:

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME                        | TITLE     |
|-----------------------------|-----------|
| Roy Allan Slurry Seal, Inc. |           |
| Lawrence Allan              | President |
|                             |           |
|                             |           |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME | TITLE |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME | TITLE |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

| NAME | TITLE |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Date 4/05/2023

Signature

**\*USE ADDITIONAL FORMS AS NECESSARY\*\***

# City of San Diego

CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: [BFriedenreic@sandiego.gov](mailto:BFriedenreic@sandiego.gov)  
Phone No. (619) 533-3104

---

## ADDENDUM A



## FOR

## ENCANTO IMPROV 1

BID NO.: K-23-2165-DBB-3  
SAP NO. (WBS/IO/CC): B-18206, B-18209  
CLIENT DEPARTMENT: 2000  
COUNCIL DISTRICT: 4  
PROJECT TYPE: KB, JA

---

### **BID DUE DATE:**

**2:00 PM**  
**APRIL 5, 2023**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**


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



## ENGINEER OF WORK

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

**Encanto Improv 1 Plans numbered 41745-D (Sheet 1 - Sheet 71)** and the associated Specifications.

  
\_\_\_\_\_  
For City Engineer

03/21/2023

\_\_\_\_\_  
Date

Seal:



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. BIDDER’S QUESTIONS**

Q1. On the cover sheet of the striping plans General Notes section. Note #4. The contractor shall remove all conflicting striping pavement markings and legends by Hydroblasting which only a few companies have the equipment to do hydroblasting. Typically The City of San Diego allows Grinding to be used as a form of removal. Would it be allowed as an alternative equal? Knowing the road will be slurried anyway.

A1. Striping removal for this project shall be performed by hydro blasting, grinding will not be accepted. The City of San Diego specifies hydro blasting as it does not disturb the pavement as much as grinding, allowing for a smoother transition from existing striping to new striping.

Q2. Please provide technical specs for Landscape and Irrigation.

A2. Refer to Appendix M, Revegetation Plan, pages 209 through 219 of Solicitation Document, and Section 802 of the Whitebook.

**C. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Attachment E, Section 1 - **GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**, page 54, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**1-2 TERMS AND DEFINITIONS.** To the “WHITEBOOK”:

To item 47, “Holiday”, ADD the following:

| <b>Holiday</b> | <b>Observed On</b> |
|----------------|--------------------|
| Juneteenth     | June 19            |

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

**Normal Working Hours** - Normal Working Hour core periods shall be **7:00 AM – 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

2. To Section 6 – PROSECUTION AND PROGRESS OF THE WORK, Subsection 6-1.1 Construction Schedule, page 64, **Item 5, DELETE** in its entirety and **SUBSTITUTE** with the following:
  5. All construction work related to 41745-D Sheets 3, 4, 6-8, 12-15,18-20, and 24 shall be completed last. Contractor should make arrangements through the Resident Engineer to coordinate activities in the areas with SDG&E conflicts.
3. To Attachment E, Appendices, **Appendix L – Water Service with Private Replumbing**, pages 199, 200, and 206, **SUBSTITUTE** with pages 11 through 13 of this Addendum.

**D. CERTIFICATIONS AND FORMS**

1. To Contractor Certification, **COVID-19 VACCINATION ORDINANCE** (form), page 230, **DELETE** in its entirety.

**E. ADDITIONAL CHANGES**

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken out**.

| Section  | Item Code | Description   | UoM | Quantity | Payment Reference |
|----------|-----------|---|-----|----------|-------------------|
| Main Bid | 237110    | Water Service with Private Replumbing (1 inch) <del>(6448 Eider St)</del> <u>(6448 Scimitar Dr)</u> | EA  | 1        | 306-15.8          |
| Main Bid | 237110    | Water Service with Private Replumbing (1 inch) <del>(6458 Eider St)</del> <u>(6452 Scimitar Dr)</u> | EA  | 1        | 306-15.8          |



| Section  | Item Code | Description  | UoM | Quantity | Payment Reference |
|----------|-----------|--|-----|----------|-------------------|
| Main Bid | 237110    | Sewer Lateral with Private Replumbing (4 Inch) <del>(6565 Eider St)</del> (6557-6565 Eider St)               | EA  | 1        | 306-17.2          |
| Main Bid | 237110    | Sewer Lateral with Private Replumbing (4 Inch) <del>(6333 Wunderlin Ave)</del> (6335 and 6333 Wunderlin Ave) | EA  | 1        | 306-17.2          |

**F. PLANS**

1. To Drawing Numbers **41745-01-D, 41745-17-D, 41745-19-D, 41745-39-D, and 41745-40-D, DELETE** in their entirety and **SUBSTITUTE** with pages 6 through 10 of this Addendum.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 24, 2023*  
San Diego, California

RA/MJN/rs



**CONTRACTOR'S RESPONSIBILITIES**

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, (I.E., 69 KV & HIGHER)
- LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- ALL ADVANCED METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- ALL BURIED DUCTILE IRON PIPE AND FITTINGS SHALL BE COATED AND HOLIDAY FREE AS SPECIFIED IN THE WHITEBOOK. IF USING WAX TAPE, OVERLAP EXISTING METALLIC PIPING BY 12 INCHES ON EACH SIDE. IF ANY BURIED PIPE MATERIALS ARE TO BE CHANGED FROM NONMETALLIC TO METALLIC DURING THE CONSTRUCTION PHASE, THIS CHANGE MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY'S CORROSION ENGINEER.
- FOR COORDINATION OF SHUTDOWN OF MAINS, THE ASSIGNED CONSTRUCTION MANAGEMENT AND FIELD SERVICE ENGINEER, AND NOT THE CONTRACTOR, SHOULD CONTACT THE FOLLOWING: TRANSMISSION MAINS (16 INCHES AND LARGER); WATER DISTRIBUTION OPERATIONS SUPERVISOR (619-533-4657); DISTRIBUTION MAINS (LESS THAN 16 INCHES); WATER SYSTEMS TECHNICIAN SUPERVISOR (619-527-3143); WATER FACILITIES (POTABLE WATER RESERVOIRS, PUMP STATIONS, PRESSURE REDUCING STATIONS); WATER PRODUCTION SUPERINTENDENT (619-527-7438) AND SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR (619-527-7609)
- CONNECTION JOINTS SHALL NOT BE INSTALLED ON PROPOSED WATER MAIN ABOVE, BELOW, OR WITHIN 10' ON BOTH SIDES OF SEWER OR STORM DRAIN CROSSINGS.
- ALL LATERALS ALONG PROPOSED SDR-26 SEWER MAINS TO BE INSTALLED USING SDR-26.
- CITY FORCES TO RELOCATE ALL WATER METERS ASSOCIATED WITH WATER RELOCATIONS SHOWN ON THE PLANS. CONTRACTOR TO COORDINATE WITH THE RESIDENT ENGINEER AND CITY FORCES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD LOCATE ALL EXISTING WATER SERVICES THAT REQUIRE RELOCATION. FIELD LOCATION SHALL BE INCLUDED IN THE BID ITEM FOR EACH WATER SERVICE WITH PRIVATE REPLUMBING. CONTRACTOR TO REPLACE IN KIND ALL EXISTING IMPROVEMENTS AFFECTED BY CONSTRUCTION OF WATER SERVICE RELOCATION.

**WORK TO BE DONE**

CONSTRUCTION OF ENCANTO IMPROV 1 CONSISTS OF THE INSTALLATION OF APPROXIMATELY 13,490 FEET (2.55 MILES) OF 8-INCH AND 12-INCH SEWER MAINS TO REPLACE EXISTING 6-INCH, 8-INCH, AND 12-INCH SEWER MAINS, AND INSTALLATION OF APPROXIMATELY 21,469 FEET (4.07 MILES) OF 8-INCH AND 12-INCH WATER MAINS TO REPLACE EXISTING 6-INCH, 8-INCH, AND 12-INCH WATER MAINS. RELATED WORK INCLUDES SEWER AND WATER ABANDONMENT AND REALIGNMENT, CURB RAMP INSTALLATION, FIRE HYDRANT INSTALLATION, STREET RESURFACING, TRAFFIC CONTROL, AND CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs). REFERENCE WORK TO BE DONE SHALL BE IN ACCORDANCE WITH CITY OF SAN DIEGO STANDARD DRAWINGS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "THE GREENBOOK" AND "THE WHITEBOOK".

**FIELD DATA**

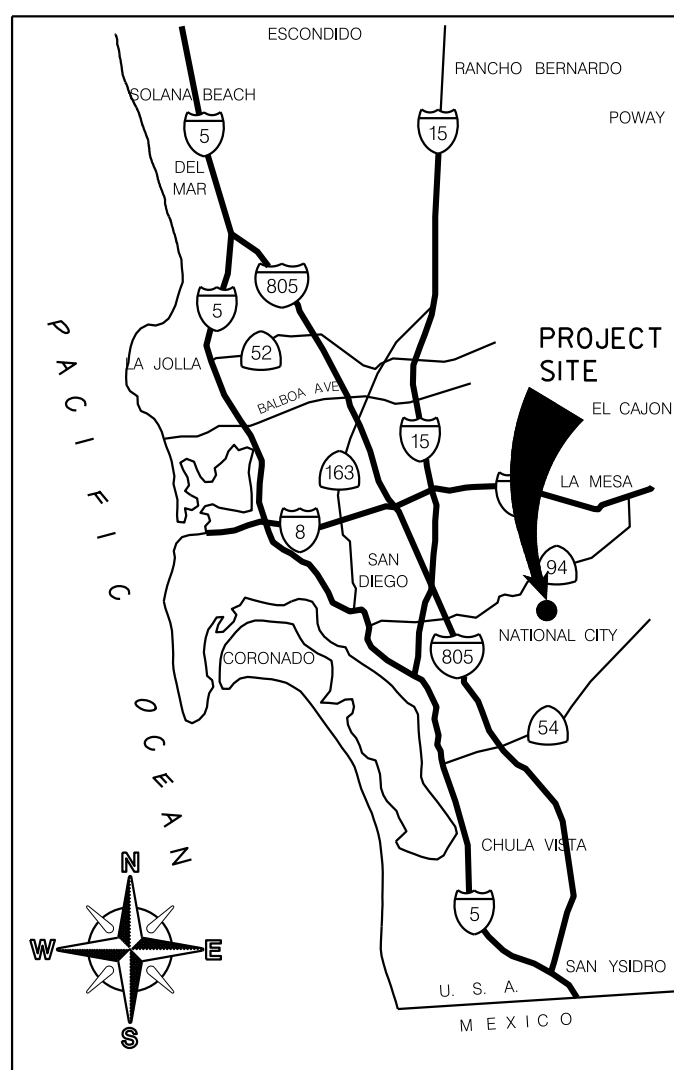
**TOPOGRAPHY SOURCE:** BASED ON FIELD SURVEY PERFORMED BY THE CITY OF SAN DIEGO SURVEYING DIVISION ON JUNE 7, 2019, WORK ORDER NO. (B-18209/B-18206)  
**BENCHMARK:** SWBP KLAUBLER PLOVER EL = 442.694  
**DATUM:** MEAN SEA LEVEL  
**FIELD NOTES:** E. HARMEZA, 198-1746, 06/07/2019  
**BASIS OF BEARING / COORDINATES:** THE BASIS OF BEARINGS FOR THE PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING R. OF S. 14492 NAD 83, AONE 6 (EPOCH 1991.35), UTILIZING RT/GPS FIELD PROCEDURES WITH A CALVRS BASE STATION BROADCAST OF 2018 AND CONSTRAINING TO GPS 178, AND GPS 17 (PT = 20017), I.E. N 28° 24' 02" E.

**CONSTRUCTION STORM WATER PROTECTION NOTES**

- TOTAL SITE DISTURBANCE AREA (ACRES) 3.31  
 HYDROLOGIC UNIT/ WATERSHED PUEBLO SAN DIEGO/ SAN DIEGO BAY  
 HYDROLOGIC SUBAREA NAME & NO. CHOLLAS 908.22
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE  
 MINOR WPCP  
 THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100  
 WPCP  
 THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100  
 SWPPP  
 THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ  
 TRADITIONAL: RISK LEVEL  1  2  3  
 LUP: RISK TYPE  1  2  3
- CONSTRUCTION SITE PRIORITY  
 ASBS  HIGH  MEDIUM  LOW

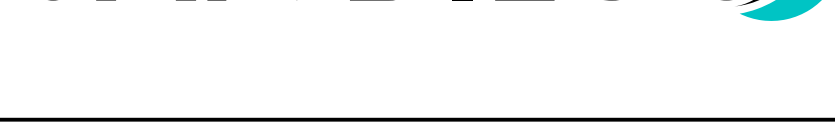
**ABBREVIATIONS**

|         |  |           |                                       |      |                            |
|---------|--|-----------|---------------------------------------|------|----------------------------|
| ABAND   | ABANDON                                | EL, ELEV  | ELEVATION                             | POB  | POINT OF BEGINNING         |
| ABAND'D | ABANDONED                              | ELEC      | ELECTRIC                              | PCC  | POINT OF COMPOUND CURVE    |
| AC      | ASBESTOS CEMENT PIPE/ ASPHALT CONCRETE | EX, EXIST | EXISTING                              | PC   | POINT OF CURVE             |
| AHD     | AHEAD                                  | E/O       | EAST OF                               | POE  | POINT OF END               |
| ASSY    | ASSEMBLY                               | F         | FLANGE                                | PRC  | POINT OF REVERSE CURVATURE |
| BC      | BEGIN CURVE                            | FH        | FIRE HYDRANT                          | PT   | POINT OF TANGENT           |
| BFV     | BUTTERFLY VALVE                        | FS        | FIRE SERVICE                          | PROP | PROPOSED                   |
| BK      | BACK                                   | GV        | GATE VALVE                            | RDCR | REDUCER                    |
| BTWN    | BETWEEN                                | HDPE      | HIGH-DENSITY POLYETHYLENE             | RT   | RIGHT                      |
| CATV    | CABLE TV                               | HP        | HIGH PRESSURE                         | SO   | STUB OUT                   |
| CI      | CAST IRON PIPE                         | IE        | INVERT ELEVATION                      | S/O  | SOUTH OF                   |
| C       | CENTER LINE                            | MJ        | MECHANICAL JOINT                      | SWR  | SEWER                      |
| COND    | CONDUIT                                | LT        | LEFT                                  | TEL  | TELEPHONE                  |
| CONT    | CONTINUED                              | MTS       | SAN DIEGO METROPOLITAN TRANSIT SYSTEM | UNK  | UNKNOWN                    |
| CONTR   | CONTRACTOR                             | N/O       | NORTH OF                              | VC   | VITRIFIED CLAY PIPE        |
| CTS     | CATHODIC PROTECTION TEST STATION       | NOC       | NOTICE OF COMPLETION                  | WM   | WATER METER                |
| DI      | DUCTILE IRON                           | NTP       | NOTICE TO PROCEED                     | WTR  | WATER                      |
| EB      | ENCASED BURIED                         | PVC       | POLYVINYL CHLORIDE                    | W/O  | WEST OF                    |
| EC      | END CURVE                              |           |                                       |      |                            |



The City of

**SAN DIEGO**



**SHEET INDEX**

| SHEET NO. | DISCIPLINE CODE | TITLE                     | LIMITS                             | PIPE      |             | LENGTH (FT) |
|-----------|-----------------|---------------------------|------------------------------------|-----------|-------------|-------------|
|           |                 |                           |                                    | SIZE (IN) | MATERIAL    |             |
| 1         | G-1             | COVER SHEET               |                                    |           |             |             |
| 2         | G-2             | KEY MAP                   |                                    |           |             |             |
| 3         | C-1             | HILLTOP DR                | ELWOOD AV TO W/O WINSTON DR        | 8         | -           | 132.18      |
| 4         | C-1             | ELWOOD AV                 | N/O HILLTOP DR TO S/O LENOX DR     | 8         | -           | 63.41       |
| 5         | C-2             | 64TH ST                   | AKINS AV TO S/O BROOKLYN AV        | 8         | -           | 710.77      |
| 6         | C-3             | BROOKLYN AV               | 68TH ST TO E/O 67TH ST             | 8         | -           | 599.81      |
| 7         | C-4             | BROOKLYN AV               | W/O 68TH ST TO 67TH ST             | 8         | -           | 279.97      |
| 8         | C-4             | 69TH ST                   | AKINS AV TO S/O BROOKLYN AV        | 8         | -           | 200         |
| 9         | C-5             | 69TH ST                   | BROOKLYN AV TO N/O WUNDERLIN AV    | 8         | -           | 663.35      |
| 10        | C-6             | 66TH ST                   | AKINS AV TO S/O WUNDERLIN AV       | 12        | -           | 800         |
| 11        | C-7             | MADERA ST                 | N/O BROOKLYN AV TO S/O BROADWAY    | 12        | -           | 650         |
| 12        | C-8             | MADERA ST                 | N/O WUNDERLIN AV TO S/O BITTERN ST | 12        | -           | 650         |
| 13        | C-9             | MADERA ST                 | N/O BROADWAY TO S/O HILGER ST      | 12        | -           | 617.68      |
| 14        | C-10            | WUNDERLIN AV              | W/O 65TH ST TO E/O 63RD ST         | 8         | -           | 592.24      |
| 15        | C-11            | WUNDERLIN AV              | W/O MADERA ST TO E/O 65TH ST       | 8         | -           | 560.15      |
| 16        | C-12            | BROADWAY                  | 65TH ST TO W/O MADERA ST           | 8         | -           | 904.97      |
| 17        | C-13            | BROADWAY                  | E/O 65TH ST TO E/O EVELYN ST       | 8         | -           | 884.32      |
| 18        | C-14            | BITTERN ST                | MADERA ST TO S/O KLAUBER AV        | 8         | -           | 700         |
| 19        | C-15            | BITTERN ST                | N/O MADERA ST TO S/O KLAUBER AV    | 8         | -           | 355.03      |
| 20        | C-16            | KLAUBER AV                | N/O BITTERN ST TO S/O EIDER ST     | 8         | -           | 203.91      |
| 21        | C-17            | EIDER ST                  | WINNETT ST TO E/O CHICADEE ST      | 8         | -           | 800         |
| 22        | C-18            | ATTIX ST                  | E/O EIDER ST TO CHICADEE ST        | 8         | -           | 651.40      |
| 23        | C-18            | REPUBLIC ST               | RADIO DR TO N/O KLAUBER AV         | 8         | -           | 185.18      |
| 24        | C-19            | REPUBLIC ST               | S/O TOOLEY ST TO E/O WEAVER ST     | 8         | -           | 150         |
| 25        | C-19            | REPUBLIC ST               | S/O TOOLEY ST TO E/O WEAVER ST     | 8         | -           | 220.20      |
| 26        | C-20            | TOOLEY ST                 | TOOLEY ST TO E/O WEAVER ST         | 8         | -           | 297.88      |
| 27        | C-21            | TOOLEY ST                 | WINNETT ST TO E/O WEAVER ST        | 8         | -           | 800         |
| 28        | C-22            | FULMAR ST                 | W/O FULMAR ST TO E/O WEAVER ST     | 8         | -           | 355.37      |
| 29        | C-22            | FULMAR ST                 | TOOLEY ST TO E/O WEAVER ST         | 8         | -           | 462.13      |
| 30        | C-23            | 64TH ST                   | AKINS AV TO BROOKLYN AV            | 8         | -           | 788.35      |
| 31        | C-24            | 66TH ST                   | N/O AKINS AV TO BROOKLYN AV        | 8         | -           | 684.73      |
| 32        | C-25            | BROADWAY                  | 63RD ST TO W/O KLAUBER AV          | 12        | -           | 672.91      |
| 33        | C-26            | BROADWAY                  | E/O 63RD ST TO W/O MADERA ST       | 12        | -           | 662.29      |
| 34        | C-27            | BROADWAY                  | E/O 65TH ST TO W/O MADERA ST       | 12        | -           | 900         |
| 35        | C-28            | BROADWAY                  | E/O 65TH ST TO W/O EVELYN ST       | 12        | -           | 579.83      |
| 36        | C-29            | WREN ST                   | KLAUBER AV TO S/O SCIMITAR DR      | 12        | -           | 600         |
| 37        | C-30            | WREN ST                   | N/O KLAUBER AV TO SCIMITAR DR      | 12        | -           | 586.51      |
| 38        | C-31            | SCIMITAR DR               | WINNETT ST TO S/O KLAUBER AV       | 12        | -           | 800         |
| 39        | C-32            | SCIMITAR DR               | E/O WINNETT ST TO S/O EIDER ST     | 12        | -           | 900         |
| 40        | C-33            | KLAUBER AV                | N/O SCIMITAR DR TO ATTIX ST        | 12        | -           | 850.57      |
| 41        | C-34            | WINNETT ST                | SCIMITAR DR TO S/O RADIO DR        | 12        | -           | 600         |
| 42        | C-35            | WINNETT ST                | N/O EIDER ST TO S/O TOOLEY ST      | 12        | -           | 800         |
| 43        | C-36            | WINNETT ST                | N/O SPRINGFIELD ST TO TOOLEY ST    | 12        | -           | 729.21      |
| 44        | C-37            | EIDER ST                  | WINNETT ST TO W/O KLAUBER AV       | 8         | -           | 900         |
| 45        | C-38            | EIDER ST                  | E/O WINNETT ST TO KLAUBER AV       | 8         | -           | 763.67      |
| 46        | C-39            | ATTIX ST                  | KLAUBER AV TO RADIO DR             | 12        | -           | 434.34      |
| 47        | C-40            | RADIO DR                  | WINNETT ST TO W/O ATTIX ST         | 8         | -           | 700         |
| 48        | C-41            | RADIO DR                  | E/O WINNETT ST TO W/O ATTIX ST     | 8         | -           | 800         |
| 49        | C-42            | RADIO DR                  | E/O WINNETT ST TO ATTIX ST         | 8         | -           | 252.13      |
| 50        | C-42            | RADIO DR                  | ATTIX ST TO PARADISE ST            | 12        | -           | 313.11      |
| 51        | C-43            | PARADISE ST               | RADIO DR TO S/O TOOLEY ST          | 12        | -           | 825         |
| 52        | C-44            | PARADISE ST               | N/O RADIO DR TO TOOLEY ST          | 12        | -           | 399.84      |
| 53        | C-45            | SPRINGFIELD ST            | WINNETT ST TO W/O PARADISE ST      | 8         | -           | 700         |
| 54        | C-46            | SPRINGFIELD ST            | E/O WINNETT ST TO W/O PARADISE ST  | 8         | -           | 800         |
| 55        | C-47            | SPRINGFIELD ST            | E/O WINNETT ST TO PARADISE ST      | 8         | -           | 326.48      |
| 56        | C-48            | ORIOLE ST                 | SPRINGFIELD ST TO S/O TOOLEY ST    | 8         | -           | 600         |
| 57        | C-49            | ORIOLE ST                 | N/O SPRINGFIELD ST TO TOOLEY ST    | 8         | -           | 465.86      |
| 58        | C-50            | SWAN ST                   | SPRINGFIELD ST TO S/O TOOLEY ST    | 8         | -           | 722.76      |
| 59        | C-51            | TOOLEY ST                 | WINNETT ST TO W/O SWAN ST          | 8/12      | -           | 700         |
| 60        | C-52            | TOOLEY ST                 | E/O ORIOLE ST TO PARADISE ST       | 8/12      | -           | 45/743.76   |
| 61        | C-53            | TOOLEY ST                 | E/O WEAVER ST TO REPUBLIC ST       | 12        | -           | 441.43      |
| 62        | C-54            | FULMAR ST                 | TOOLEY ST TO S/O WEAVER ST         | 8         | -           | 381.21      |
| 57-58     | C-55-C-56       | WORK BY CITY FORCES       |                                    |           | TOTAL SEWER | 13,489.95   |
| 59-61     | C-57-C-59       | WATER & SEWER ABANDONMENT |                                    |           | TOTAL WATER | 21,468.99   |
| 62-63     | C-60-C-61       | BATCH DISCHARGE PLAN      |                                    |           |             |             |
| 64        | C-62            | SURVEY MONUMENT SHEET     |                                    |           |             |             |
| 65-67     | C-63-C-65       | STREET RESURFACING PLAN   |                                    |           |             |             |
| 68        | C-66            | CURB RAMP LOCATION        |                                    |           |             |             |
| 69-71     | C-67-C-69       | CURB RAMP DETAILS         |                                    |           |             |             |

**DISCIPLINE CODE**

- G GENERAL
- C CIVIL

**EXISTING STRUCTURES**

|                          |       |                                |      |                               |                 |
|--------------------------|-------|--------------------------------|------|-------------------------------|-----------------|
| EX WATER MAIN & VALVES   | ---   | EX AC PAVEMENT (PROFILE)       | //// | GAS MAIN                      | —G—G—           |
| EX WATER METER           | ---   | EX CONCRETE PAVEMENT (PROFILE) |      | ELEC. COND., TEL. COND., CATV | ---E---T---C--- |
| EX FIRE HYDRANT          | ⊙     | EX GROUND LINE (PROFILE)       |      | RAILROAD, TROLLEY TRACKS      |                 |
| EX SEWER MAIN & MANHOLES | ---   | EX TRAFFIC SIGNAL              | ⊕ TS | FENCE                         | —x—             |
| EX DRAINS                | ===== | EX STREET LIGHT                | ⊕ SL |                               |                 |

**AS-BUILT INFORMATION**

| MATERIALS                   | MANUFACTURER |
|-----------------------------|--------------|
| PIPE CL 235 (WATER)         | -            |
| PIPE SDR 35 (SEWER)         | -            |
| GATE VALVES                 | -            |
| FIRE HYDRANTS               | -            |
| SEWER MANHOLES              | -            |
| REHABILITATE SEWER MANHOLES | -            |
| REHABILITATE SEWER MAIN     | -            |

**IMPROVEMENTS**

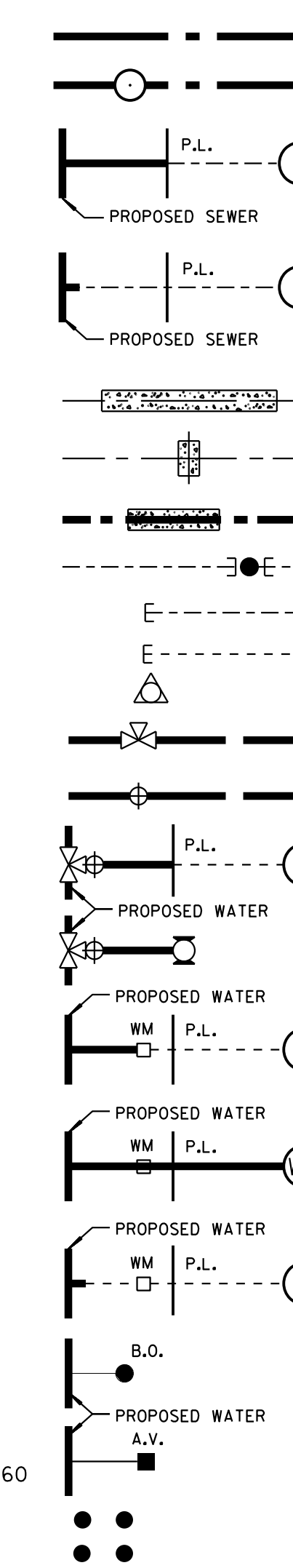
- TRENCH RESURFACING
- SEWER MAIN
- SEWER MANHOLE/PVC LINED
- 4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED
- SEWER LATERAL CONNECTION
- CONCRETE PROTECTION FOR EXIST SEWER PIPE
- PIPE SUPPORT FOR UNDERCUT AC WATER MAIN
- CONCRETE ENCASEMENT
- ABANDON EX MANHOLE
- SLURRY FILL ABANDONED SEWER MAIN
- CUTTING AND PLUGGING ABANDONED WATER MAIN
- SURVEY MONUMENT
- WATER MAIN & APPURTENANCES
- VALVES WITH CAPS AND WELLS
- FIRE SERVICE CONNECTION & ASSEMBLY
- 6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT
- 1" WATER SERVICE UNLESS OTHERWISE SPECIFIED
- 1" WATER SERVICE REPLUMB UNLESS OTHERWISE SPECIFIED
- WATER SERVICE TRANSFER
- BLOW-OFF ASSEMBLY
- AIR & VACUUM VALVE
- PROTECTION POSTS W/ GRAVITY RETENTION WALL
- HIGHLINING BY CONTRACTOR

**LEGEND**

**REFERENCE**

- SDG-107, SDG-108
- SDS-101, SDS-110 (TYPE C)
- SDS-106, SDS-107, SDS-108, SDM-113, SDS-120, M-03A, SM-07
- SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118
- SEE PLANS & SPECS
- SDS-116
- SDW-162
- SDS-112
- SM-08
- SEE PLANS & SPECS
- WP-03
- M-10A, M-10B, M-10C
- SDM-105, SDW-110, SDW-151, SDW-161
- SDW-109, SDW-152, SDW-153, WS-05
- SDM-105, SDW-109, SDW-118, SDW-152, SDW-153
- SDM-105, SDW-104, SDW-109, SDW-152, SDW-153
- SDM-105, SDW-107, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03
- SDM-105, SDW-107, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03
- SDW-149, SDW-150
- SDM-105, SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, WB-05,
- SDM-105, SDW-117, SDW-158, SDW-159, SDW-160
- WM-04, SDW-117, C-09
- SDW-170, SDW-171, SDW-172, SDW-173, SDW-174 IF APPLICABLE

**SYMBOL**



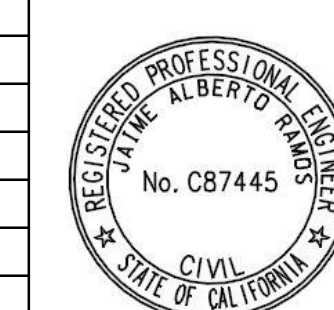
**PERMANENT STORM WATER BMP CATEGORY:**

- PRIORITY DEVELOPMENT PROJECT
- STANDARD DEVELOPMENT PROJECT
- PDP EXEMPT
- NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS

**PLANS FOR THE CONSTRUCTION OF ENCANTO IMPROV 1**

**COVER SHEET**

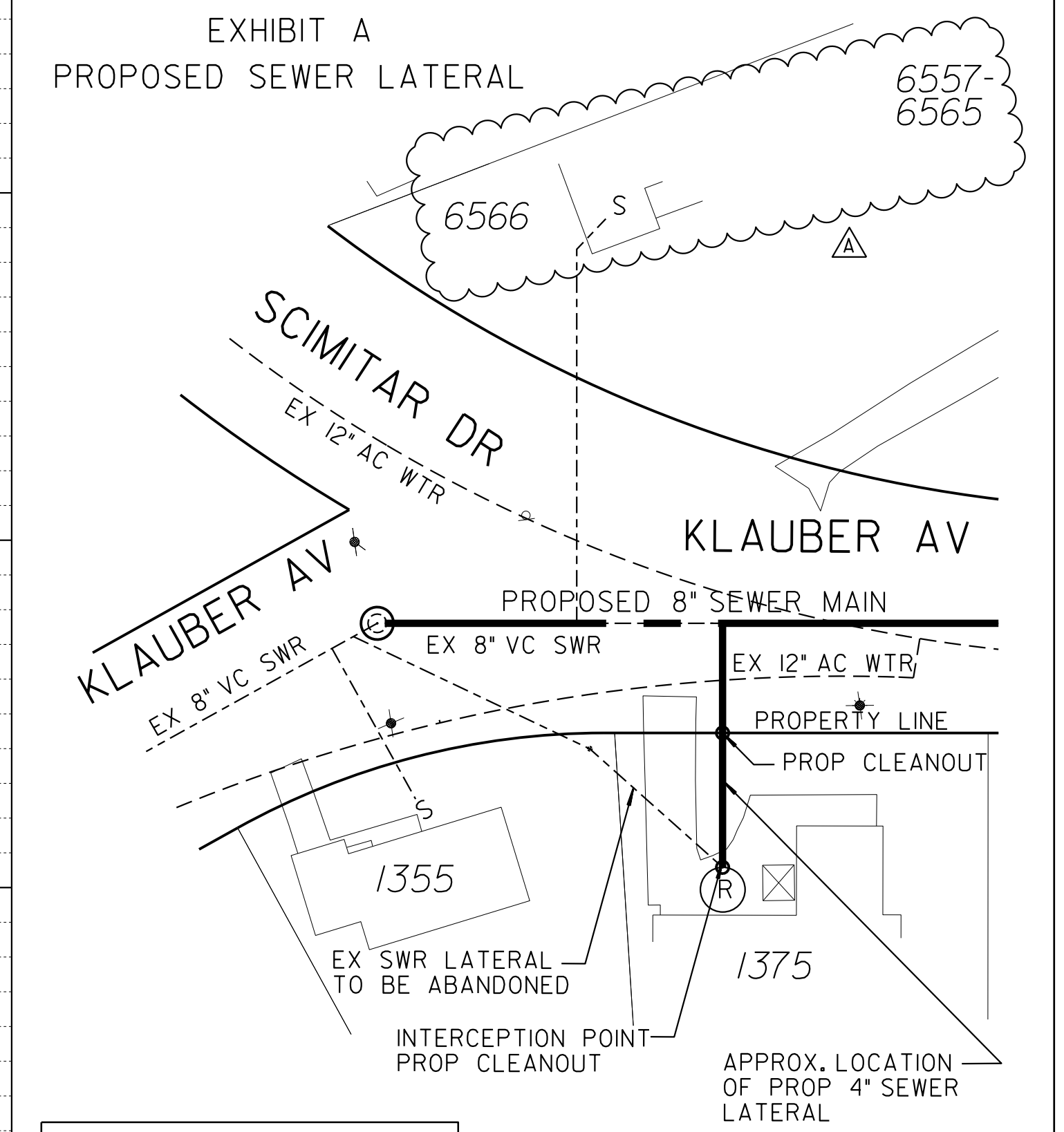
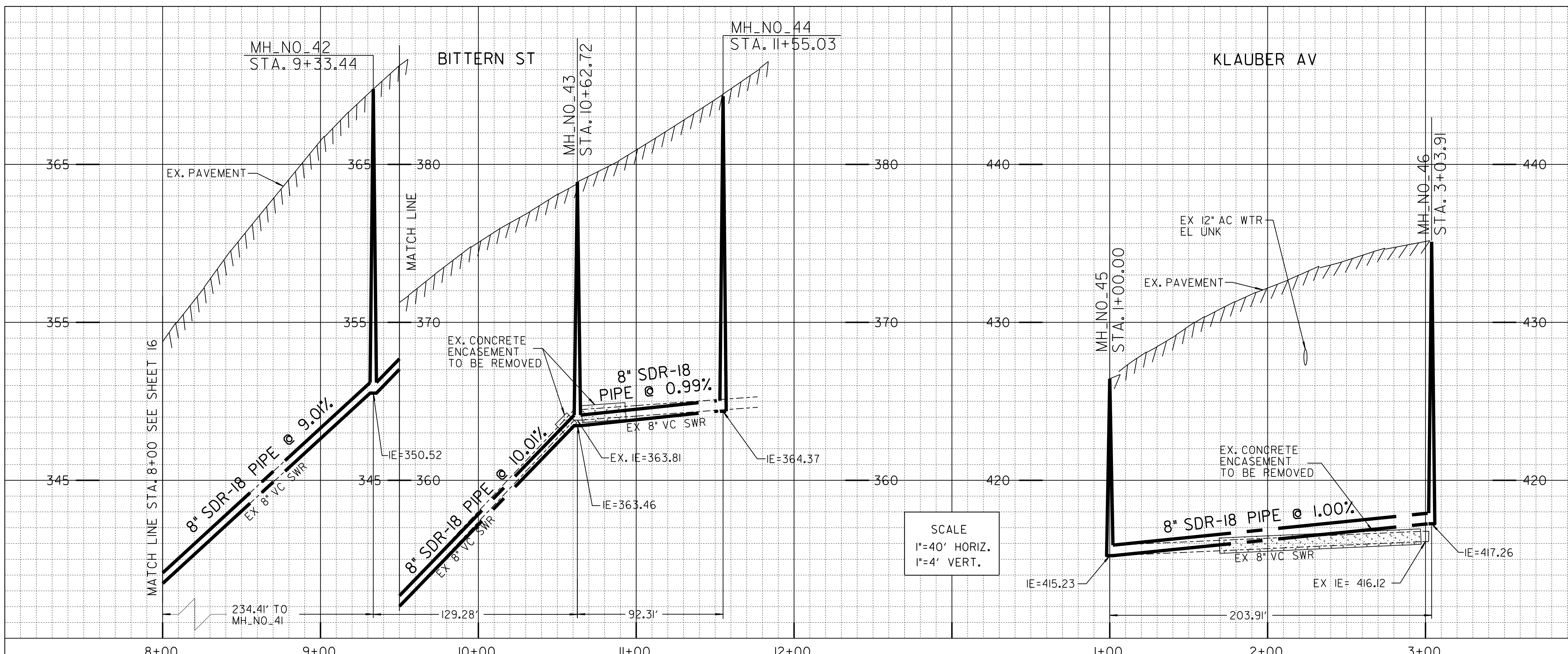
|   |   |  |
|---|---|--|
| SPEC. NO. 2165  | CITY OF SAN DIEGO, CALIFORNIA<br>ENGINEERING & CAPITAL PROJECTS DEPARTMENT<br>SHEET 01 OF 71 SHEETS | WATER WBS B-18209<br>SEWER WBS B-18206           |
| APPROVED BY: <i>Jaime Ramos</i><br>FOR CITY ENGINEER<br>DATE: 02/28/2023<br>PROJECT MANAGER | DATE: 02/28/2023<br>RICE# C87445  | DESIGNED BY: JONARD TALAMAYAN<br>PROJECT MANAGER |
| PRINTED BY: <i>Jaime Ramos</i><br>DATE: 3/22/23   | DATE: 3/22/23   | CHECKED BY: DAKOTA ADELPHIA<br>PROJECT ENGINEER  |
| DESCRIPTION: ORIGINAL   | DATE: 2/28/23   | DATE: 3/22/23                                    |
| DESCRIPTION: ADDENDUM A   | DATE: 3/22/23   | DATE: 3/22/23                                    |
| CONTRACTOR: _____   |   | NTP DATE: _____                                  |
| INSPECTOR: _____  |   | NOC DATE: _____                                  |
|   |   | 41745-01-D                                       |



**ADDENDUM A**



| POINT | STATION | NORTHING (Y) | EASTING (X) | ELEMENT  | BRG/DELTA   | DIST/LENGTH |
|-------|---------|--------------|-------------|----------|-------------|-------------|
| POB   | 1+00.00 | 1842640.99   | 6313742.31  | STRAIGHT | N 8°04'23"E | D = 203.91  |
| POE   | 3+03.91 | 1842842.88   | 6313770.94  |          |             |             |



**LEGEND**

- PROP 4" SWR LATERAL REPLUMB
- PROP SWR MAIN
- PROP SWR LATERAL
- EXISTING SWR LATERAL
- PROPERTY LINE

NO SCALE

ADDRESS  
1375 KLAUBER AV  
SAN DIEGO, CA 92114

ENCANTO HEIGHTS TRACT #2  
MAP 1100

MANGUSTING HILL UNIT #1  
MAP 4376

ROSEMONT ADD RESUB OF POR  
MAP 1240

SUNNY SLOPE ADD  
MAP 1135

SUNNY SLOPE ADD  
MAP 1135

NOTE: USE THE SAME PIPE MATERIAL FOR THE NINE (9) SEWER LATERALS FROM MH\_NO\_41 TO MH\_NO\_44 (SDR-18) AND FOR THE THREE (3) SEWER LATERALS FROM MH\_NO\_45 TO MH\_NO\_46 (SDR-18)

CONNECT MH\_NO\_45 TO EX 8-INCH VC SEWER MAIN.

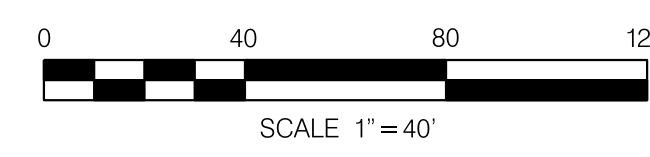
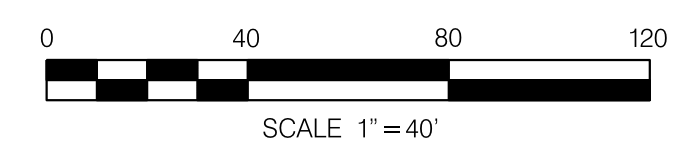
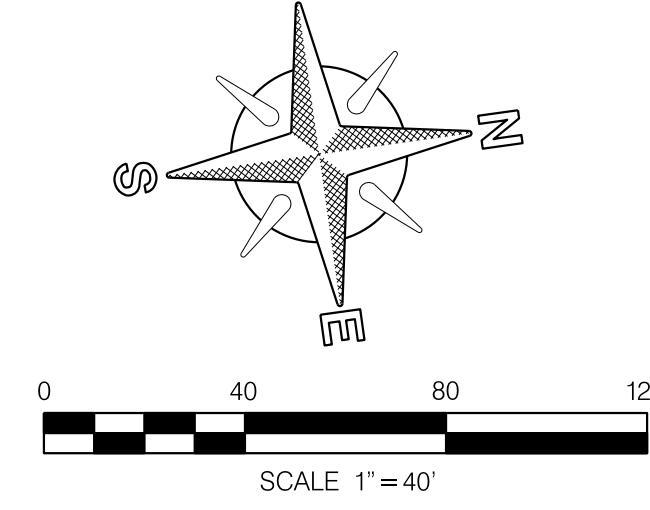
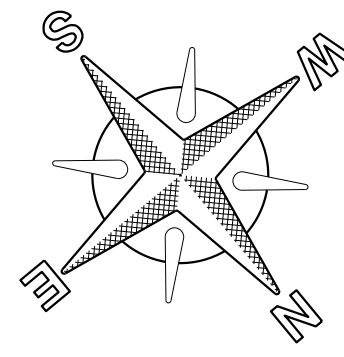
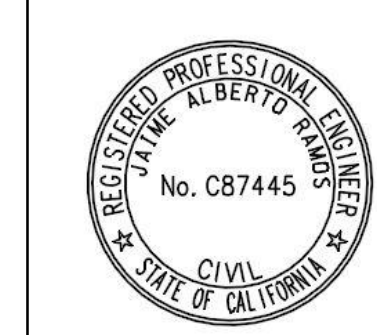
CONTRACTOR'S NOTE: USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

**REFERENCE:**  
WATER: 7900-W, 30289-9-D, 40754-3-D  
SEWER: 1767-D, 6336-D  
STORM DRAIN: NONE  
GAS: 16237-118765, 16230-118770, 16230-118775  
ELECTRIC: 16230-118775  
CABLE TV: NONE  
TELEPHONE: NONE  
IMPROVEMENTS: NONE  
100' SCALE/FIELD BOOK: L21S, L22S  
THOMAS BROS.: I290E2  
HGL: NONE

**RETIREMENTS:**  
8" - VC - 377' - 1952  
8" - VC - 199' - 1961  
MH - 4X3 - 2 - 1952  
MH - 4X3 - 1 - 1961  
4" LATERAL - 9 - VC - 1952  
4" LATERAL - 2 - VC - 1961

ENCANTO IMPROV 1  
BITTERN ST  
NO MADERA ST TO SO KLAUBER AV  
KLAUBER AV  
NO BITTERN ST TO SO EIDER ST

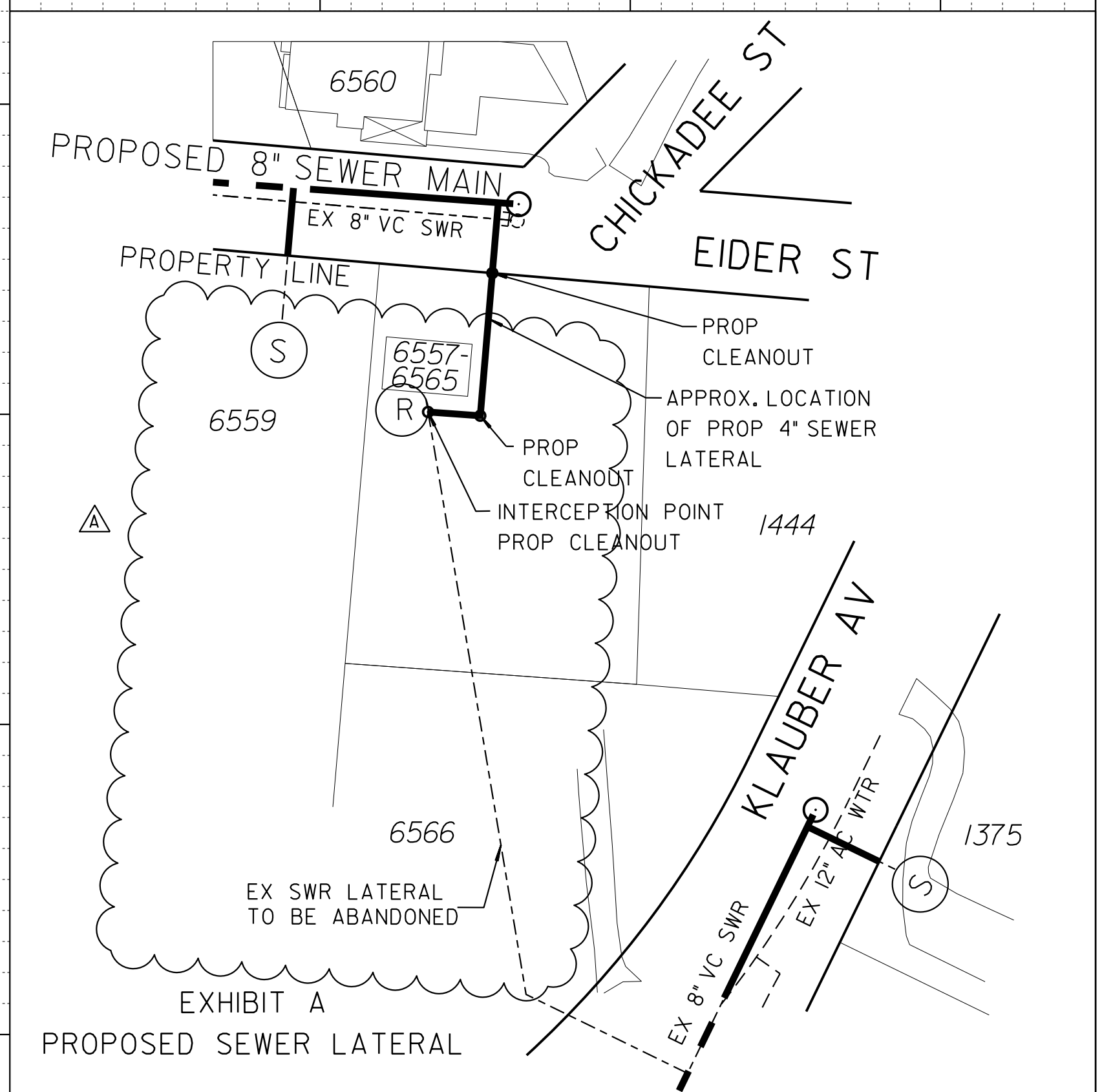
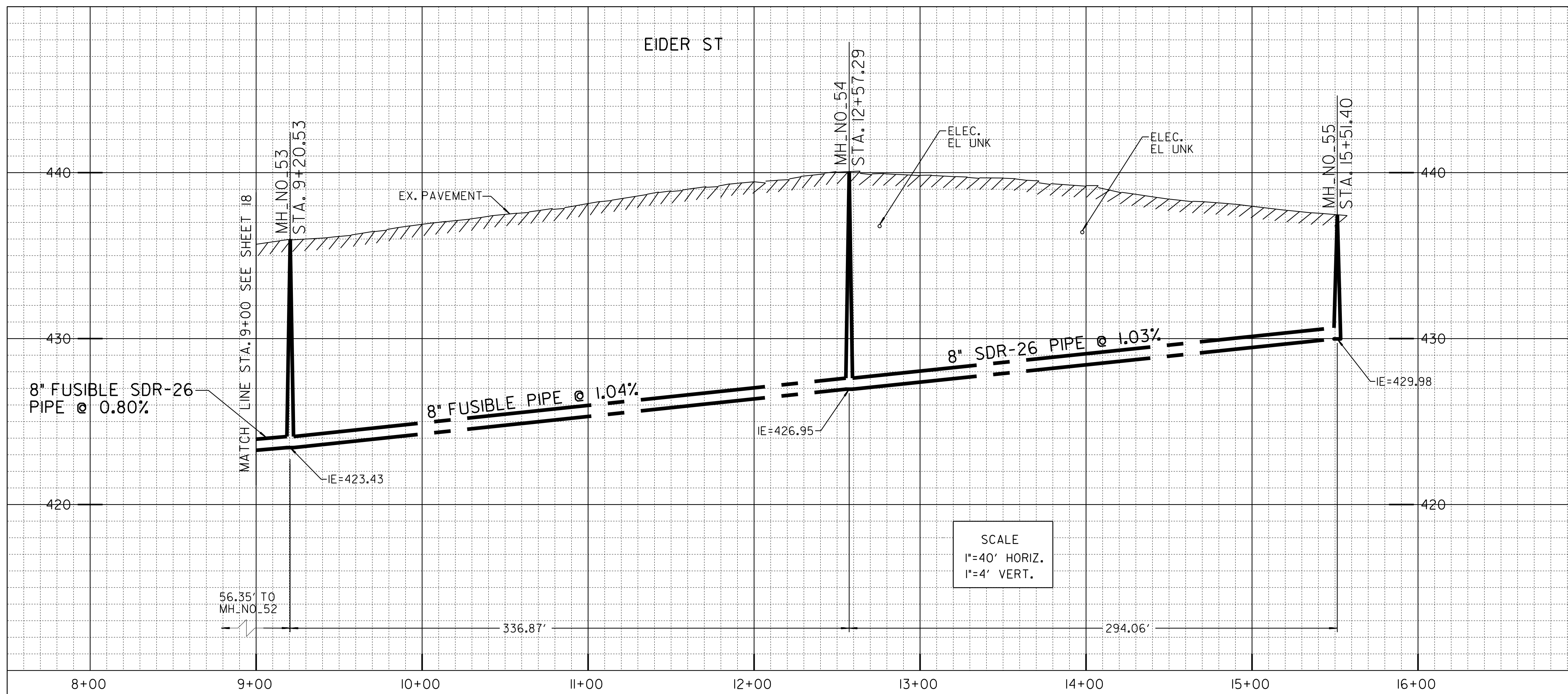
|  |                                 |  |
|--|---------------------------------|--|
| CITY OF SAN DIEGO, CALIFORNIA<br>ENGINEERING & CAPITAL PROJECTS DEPARTMENT<br>SHEET 17 OF 71 SHEETS  |                                 | WATER WBS B-18209<br>SEWER WBS B-18206   |
| APPROVED: <i>Jaime Ramos</i><br>FOR CITY ENGINEER<br>DATE: 02/28/2023<br>PRINT DCE NAME: RCE# C87445 | DATE: 02/28/2023<br>RCE# C87445 | SUBMITTED BY: JONARD TALAMAYAN<br>PROJECT MANAGER<br>DRAFTED BY: DAKOTA ADELPHIA<br>PROJECT ENGINEER |
| DESCRIPTION  | BY                              | APPROVED   |
| ORIGINAL   | DA/CC                           | <i>Jaime Ramos</i>   |
| ADDENDUM A   | DA/CT                           | <i>Jaime Ramos</i>   |
|  |                                 | DATE   |
|  |                                 | 2/28/23  |
|  |                                 | 3/22/23  |
|  |                                 | FILED  |
|  |                                 | 198-1749/202-1749  |
|  |                                 | CCS27 COORDINATE   |
|  |                                 | 1838-6309/1842-6309  |
|  |                                 | CCS83 COORDINATE   |
|  |                                 | 41745-17-D   |



BITTERN ST / KLAUBER AV



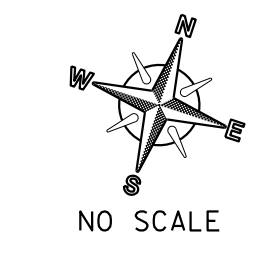
| Alignment: Sheet 18-19 |          |              |             |          |               |             |
|------------------------|----------|--------------|-------------|----------|---------------|-------------|
| POINT                  | STATION  | NORTHING (Y) | EASTING (X) | ELEMENT  | BRG/DELTA     | DIST/LENGTH |
| PI                     | 9+20.53  | 1842859.64   | 6312994.84  | STRAIGHT | N 65°47'54" E | D = 336.77  |
| PI                     | 12+57.29 | 1842997.7    | 6313302.01  | STRAIGHT | N 76°15'42" E | D = 294.10  |
| POE                    | 15+51.40 | 1843067.54   | 6313587.69  |          |               |             |



SCALE  
1"=40' HORIZ.  
1"=4' VERT.

CONTRACTOR'S NOTE:  
USE EXTREME CAUTION WHEN WORKING DUE TO  
LOW OVERHEAD UTILITY LINES.

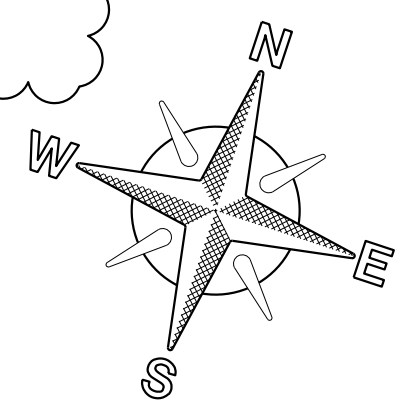
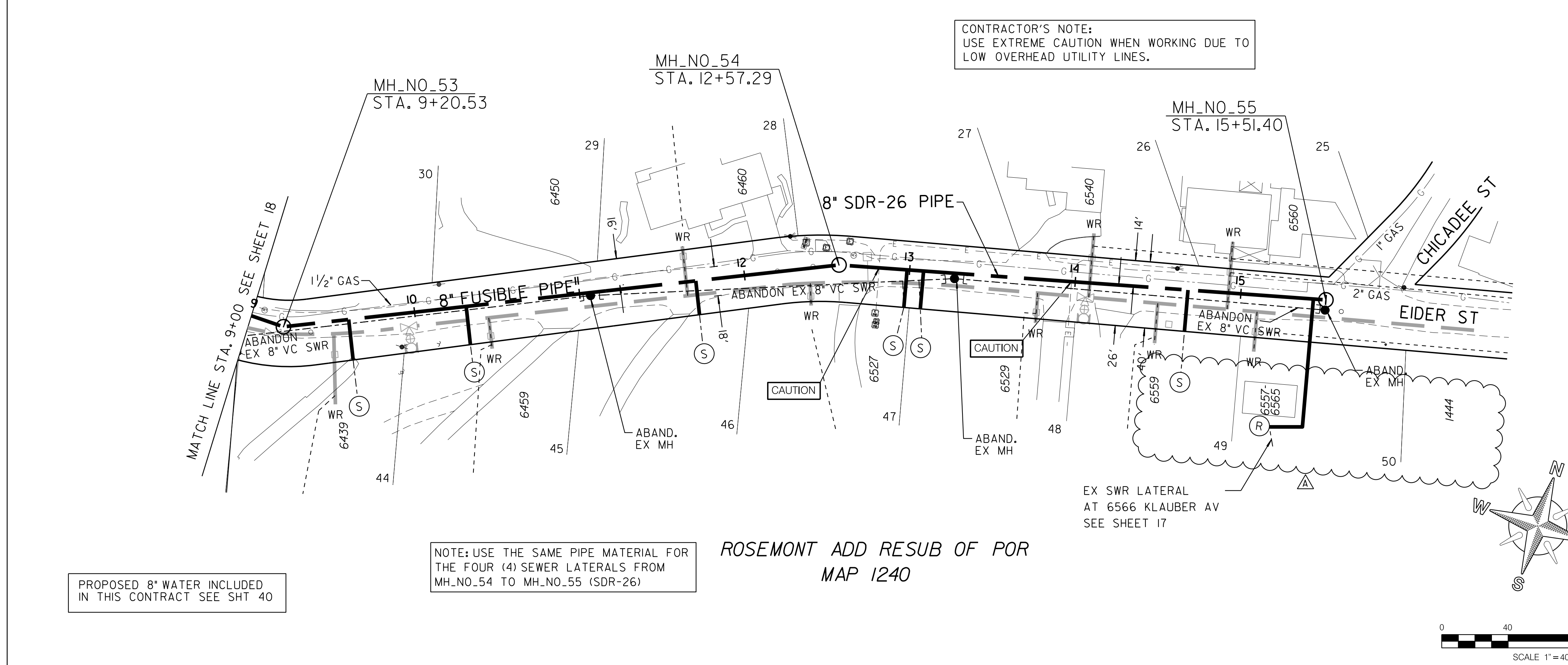
| LEGEND                      |  |
|-----------------------------|--|
| PROP 4" SWR LATERAL REPLUMB |  |
| PROP SWR MAIN               |  |
| PROP SWR LATERAL            |  |
| EXISTING SWR LATERAL        |  |
| PROPERTY LINE               |  |



ADDRESS  
6557-6565 EIDER ST  
SAN DIEGO, CA 92114

REFERENCE:  
WATER: NONE  
SEWER: 6337-D  
STORM DRAIN: NONE  
GAS: 16222-118775, 16230-118775  
ELECTRIC: 16222-118775  
CABLE TV: NONE  
TELEPHONE: NONE  
IMPROVEMENTS: NONE  
100' SCALE/FIELD BOOK, L21S  
THOMAS BROS.: 1290D2  
HGL: NONE

RETIREMENTS:  
8" - VC - 653' - 1961  
MH - 4X3 - 3 - 1961  
4" LATERAL - 7 - VC - 1961

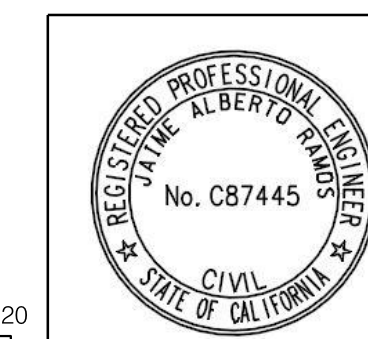


SCALE 1"=40'

PROPOSED 8" WATER INCLUDED  
IN THIS CONTRACT SEE SHT 10

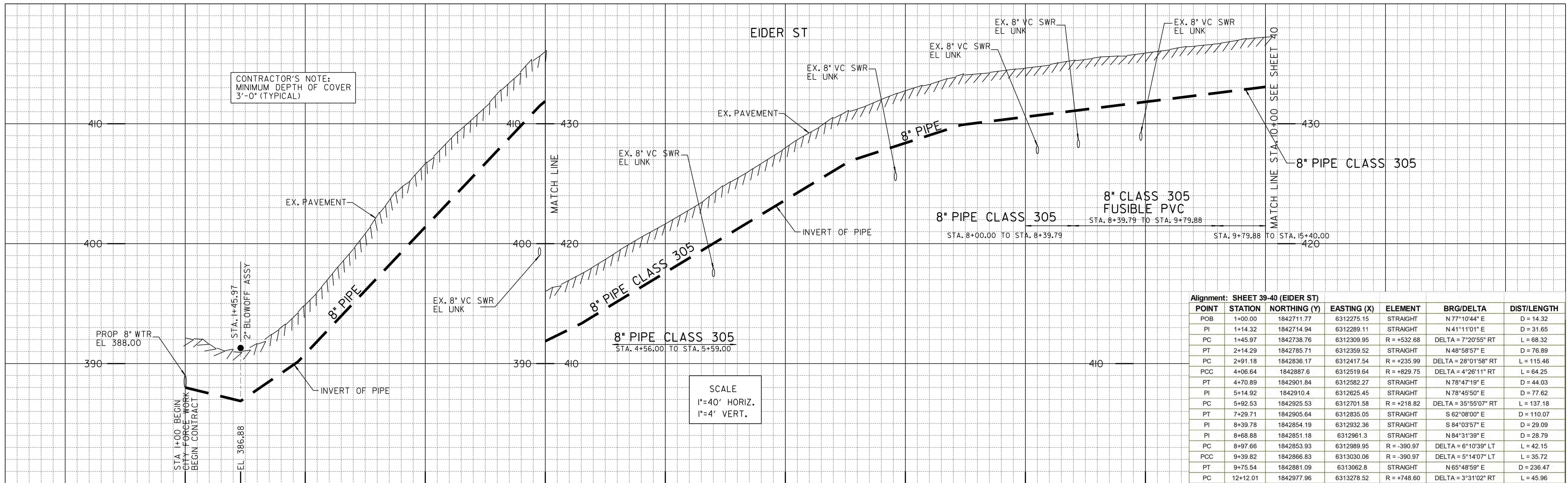
NOTE: USE THE SAME PIPE MATERIAL FOR  
THE FOUR (4) SEWER LATERALS FROM  
MH\_NO\_54 TO MH\_NO\_55 (SDR-26)

ROSEMONT ADD RESUB OF POR  
MAP 1240



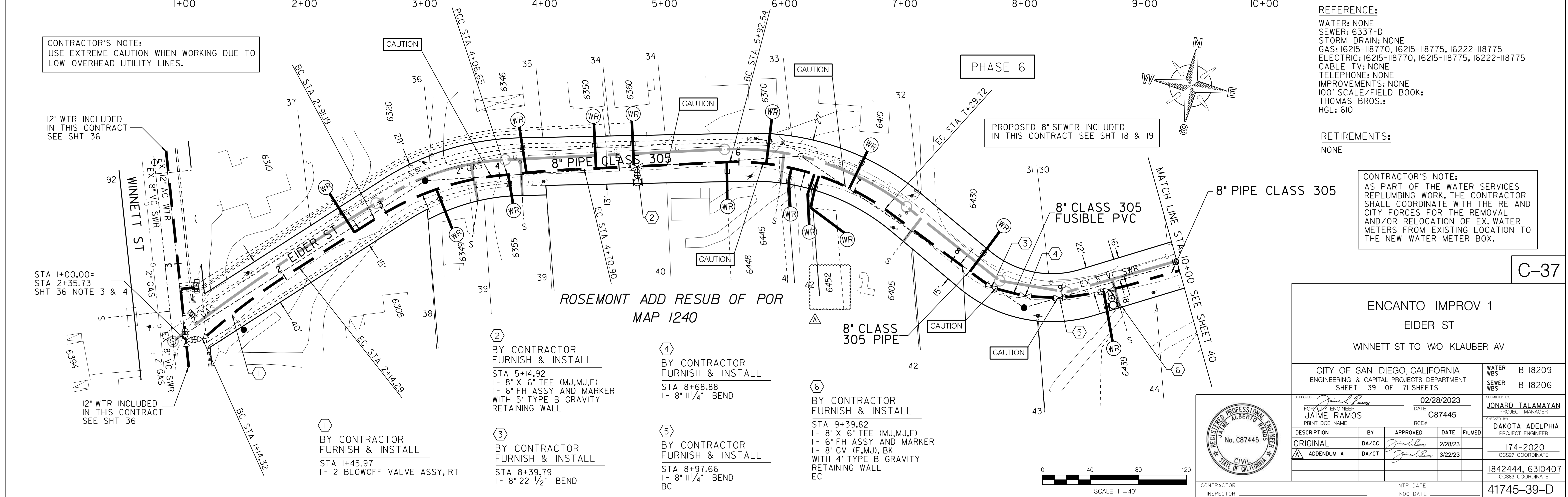
| ENCANTO IMPROV 1<br>EIDER ST<br>EO EIDER ST TO CHICKADEE ST   |  |  |            |
|---|--|--|------------|
| CITY OF SAN DIEGO, CALIFORNIA<br>ENGINEERING & CAPITAL PROJECTS DEPARTMENT<br>SHEET 19 OF 71 SHEETS |  | WATER WBS B-18209<br>SEWER WBS B-18206           |            |
| APPROVED: <i>Jaime Ramos</i><br>FOR CITY ENGINEER<br>JAIME RAMOS<br>FRONT OFFICE NAME               | DATE: 02/28/2023<br>DATE: 2/28/23<br>RCE# C87445 | DESIGNED BY: JONARD TALAMAYAN<br>PROJECT MANAGER |            |
| DESCRIPTION   | BY   | APPROVED   | DATE FILED |
| ORIGINAL  | DA/CC  | <i>Jaime Ramos</i>                               | 2/28/23    |
| ADDENDUM A  | DA/CT  | <i>Jaime Ramos</i>                               | 3/22/23    |
|   |  | 202-1749<br>CCS27 COORDINATE                     |            |
|   |  | 1842-6309<br>CCS83 COORDINATE                    |            |
|   |  | 41745-19-D                                       |            |





Alignment: SHEET 39-40 (EIDER ST)

| POINT | STATION  | NORTHING (Y) | EASTING (X) | ELEMENT     | BRG/DELTA            | DIST/LENGTH |
|-------|----------|--------------|-------------|-------------|----------------------|-------------|
| POB   | 1+00.00  | 1842711.77   | 6312275.15  | STRAIGHT    | N 77°10'44" E        | D = 14.32   |
| PI    | 1+14.32  | 1842714.94   | 6312289.11  | STRAIGHT    | N 41°11'01" E        | D = 31.65   |
| PC    | 1+45.97  | 1842738.76   | 6312309.95  | R = +532.68 | DELTA = 7°20'55" RT  | L = 68.32   |
| PT    | 2+14.29  | 1842785.71   | 6312359.52  | STRAIGHT    | N 48°58'57" E        | D = 76.89   |
| PC    | 2+91.18  | 1842836.17   | 6312417.54  | R = +235.99 | DELTA = 28°01'58" RT | L = 115.46  |
| PCC   | 4+06.64  | 1842887.6    | 6312519.64  | R = +829.75 | DELTA = 4°26'11" RT  | L = 64.25   |
| PT    | 4+70.89  | 1842901.84   | 6312582.27  | STRAIGHT    | N 78°47'19" E        | D = 44.03   |
| PI    | 5+14.92  | 1842910.4    | 6312625.45  | STRAIGHT    | N 78°45'50" E        | D = 77.62   |
| PC    | 5+92.53  | 1842925.53   | 6312701.58  | R = +218.82 | DELTA = 35°55'07" RT | L = 137.18  |
| PT    | 7+29.71  | 1842905.64   | 6312835.05  | STRAIGHT    | S 62°08'00" E        | D = 110.07  |
| PI    | 8+39.78  | 1842854.19   | 6312892.36  | STRAIGHT    | S 84°03'57" E        | D = 29.09   |
| PI    | 8+68.88  | 1842851.18   | 6312961.3   | STRAIGHT    | N 84°31'39" E        | D = 28.79   |
| PC    | 8+97.66  | 1842853.93   | 6312989.95  | R = -390.97 | DELTA = 6°10'39" LT  | L = 42.15   |
| PCC   | 9+39.82  | 1842866.83   | 6313030.06  | R = -390.97 | DELTA = 5°14'07" LT  | L = 35.72   |
| PT    | 9+75.54  | 1842881.09   | 6313062.8   | STRAIGHT    | N 65°48'59" E        | D = 236.47  |
| PC    | 12+12.01 | 1842977.96   | 6313278.52  | R = +748.60 | DELTA = 3°31'02" RT  | L = 45.96   |



REFERENCE:  
 WATER: NONE  
 SEWER: 6337-D  
 STORM DRAIN: NONE  
 ELECTRIC: 16215-118770, 16215-118775, 16222-118775  
 CABLE TV: NONE  
 TELEPHONE: NONE  
 IMPROVEMENTS: NONE  
 100' SCALE/FIELD BOOK:  
 THOMAS BROS.:  
 HGL: 610

RETIREMENTS:  
 NONE

CONTRACTOR'S NOTE:  
 AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

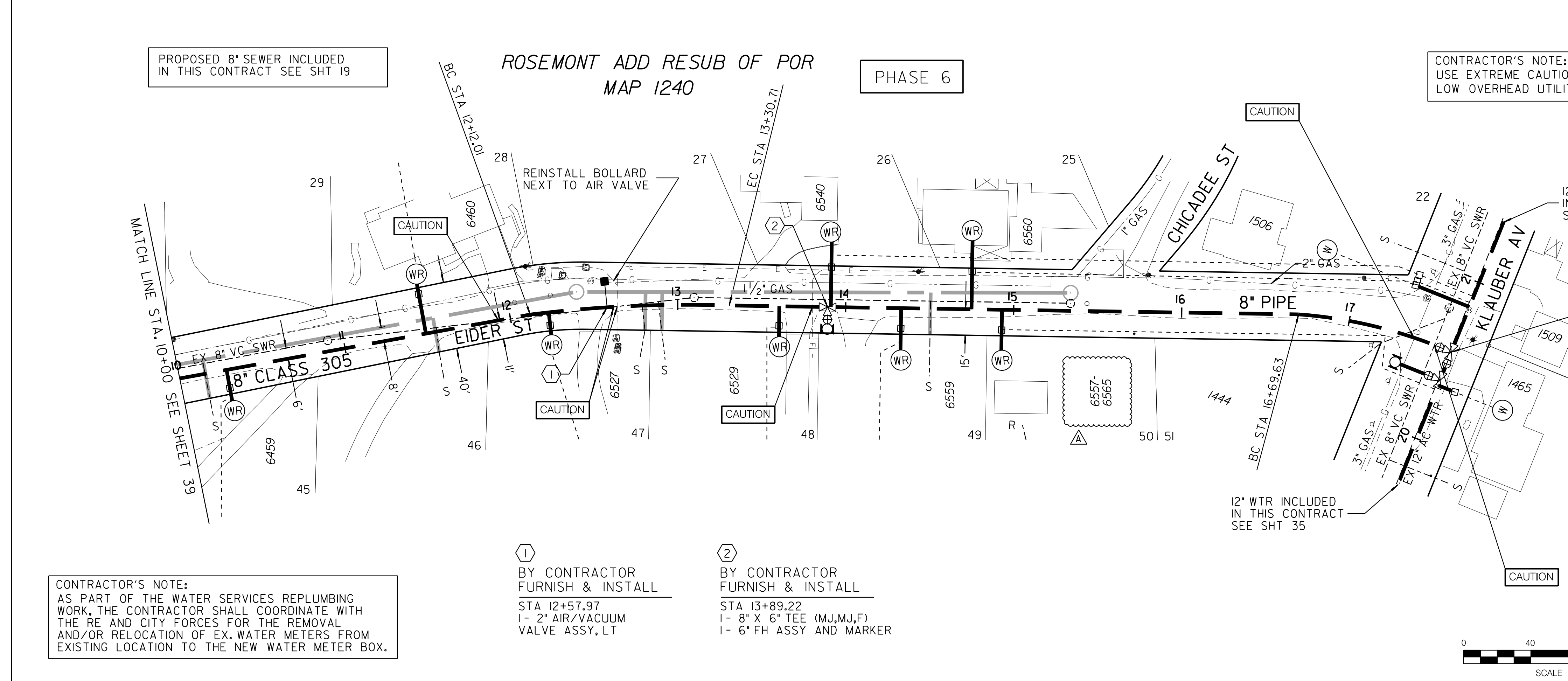
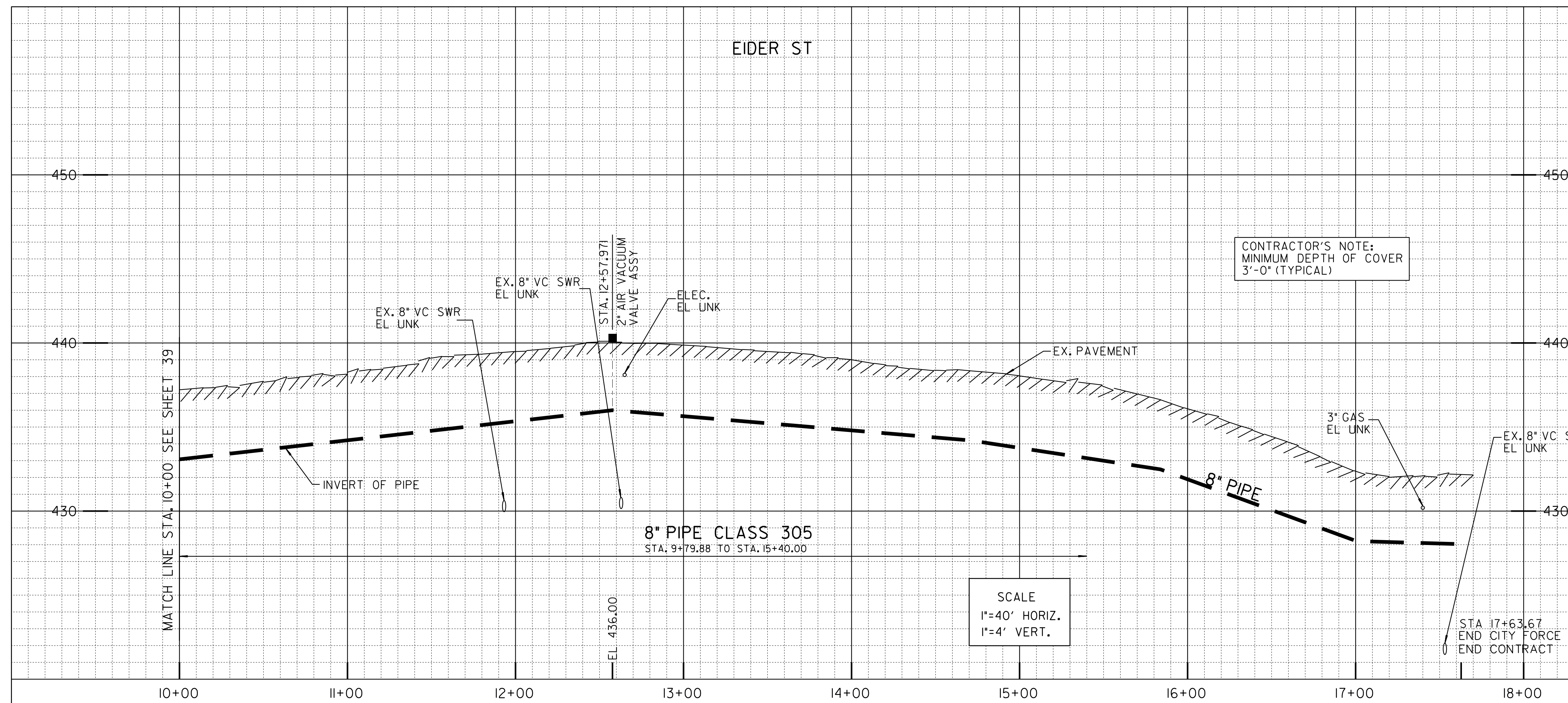
- ① BY CONTRACTOR FURNISH & INSTALL  
 STA 1+45.97  
 1- 2" BLOWOFF VALVE ASSY, RT
- ② BY CONTRACTOR FURNISH & INSTALL  
 STA 5+14.92  
 1- 8" X 6" TEE (M,J,M,F)  
 1- 6" FH ASSY AND MARKER WITH 5' TYPE B GRAVITY RETAINING WALL
- ③ BY CONTRACTOR FURNISH & INSTALL  
 STA 8+39.79  
 1- 8" 22 1/2" BEND
- ④ BY CONTRACTOR FURNISH & INSTALL  
 STA 8+68.88  
 1- 8" 11/4" BEND
- ⑤ BY CONTRACTOR FURNISH & INSTALL  
 STA 8+97.66  
 1- 8" 11/4" BEND BC
- ⑥ BY CONTRACTOR FURNISH & INSTALL  
 STA 9+39.82  
 1- 8" X 6" TEE (M,J,M,F)  
 1- 6" FH ASSY AND MARKER  
 1- 8" GV (F,M,J), BK WITH 4' TYPE B GRAVITY RETAINING WALL EC

**ENCANTO IMPROV 1**  
 EIDER ST  
 WINNETT ST TO WO KLAUBER AV

|   |  |   |
|---|--|---|
| CITY OF SAN DIEGO, CALIFORNIA<br>ENGINEERING & CAPITAL PROJECTS DEPARTMENT<br>SHEET 39 OF 71 SHEETS |  | WATER WBS B-18209<br>SEWER WBS B-18206  |
| APPROVED: <i>Jaime Ramos</i><br>FOR CITY ENGINEER<br><b>JAIME RAMOS</b><br>PRINT NAME               | DATE: 02/28/2023<br>DATE: 2/28/23<br>RCE# C87445 | DESIGNED BY: <i>Jaime Ramos</i><br><b>JONARD TALAMAYAN</b><br>PROJECT MANAGER<br>CHECKED BY: <i>Dakota Adelphia</i><br><b>DAKOTA ADELPHIA</b><br>PROJECT ENGINEER |
| DESCRIPTION   | BY   | APPROVED  |
| ORIGINAL  | DA/CC  | <i>Jaime Ramos</i>  |
| ADDENDUM A  | DA/CT  | <i>Jaime Ramos</i>  |
|   |  | DATE  |
|   |  | 3/22/23   |
|   |  | FILED   |
|   |  |   |
| 1842444, 6310407<br>CCS83 COORDINATE  |  | 174-2020<br>CCS27 COORDINATE  |
| CONTRACTOR INSPECTOR  |  | NTP DATE<br>NOC DATE  |
|   |  | 41745-39-D  |



| Alignment: SHEET 39-40 (EIDER ST) |          |              |             |             |                      |             |
|-----------------------------------|----------|--------------|-------------|-------------|----------------------|-------------|
| POINT                             | STATION  | NORTHING (Y) | EASTING (X) | ELEMENT     | BRG/DELTA            | DIST/LENGTH |
| PT                                | 9+75.54  | 1842881.09   | 6313062.8   | STRAIGHT    | N 65°48'59" E        | D = 236.47  |
| PC                                | 12+12.01 | 1842977.96   | 6313278.52  | R = +748.60 | DELTA = 3°31'02" RT  | L = 45.96   |
| PCC                               | 12+57.97 | 1842993.12   | 6313321.89  | R = +748.60 | DELTA = 5°34'01" RT  | L = 72.74   |
| PT                                | 13+30.70 | 1843011.6    | 6313392.21  | STRAIGHT    | N 77°02'08" E        | D = 58.52   |
| PI                                | 13+89.22 | 1843024.73   | 6313449.24  | STRAIGHT    | N 77°02'11" E        | D = 280.41  |
| PC                                | 16+69.63 | 1843087.63   | 6313722.5   | R = +279.09 | DELTA = 19°18'20" RT | L = 94.04   |
| PT                                | 17+63.67 | 1843087.63   | 6313816.1   |             |                      |             |



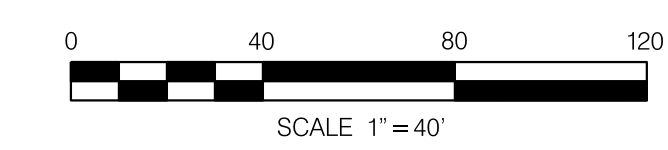
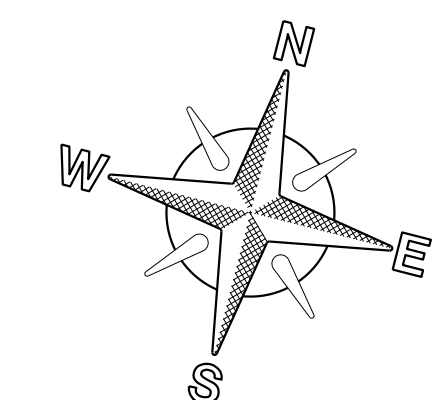
REFERENCE:  
 WATER: NONE  
 SEWER: 6337-D  
 STORM DRAIN: NONE  
 GAS: 16222-118775, 16230-118775  
 ELECTRIC: 16222-118775, 16230-118775  
 CABLE TV: NONE  
 TELEPHONE: NONE  
 IMPROVEMENTS: NONE  
 100' SCALE/FIELD BOOK:  
 THOMAS BROS.:  
 HGL: 610

RETIREMENTS:  
 NONE

CONTRACTOR'S NOTE:  
 USE EXTREME CAUTION WHEN WORKING DUE TO  
 LOW OVERHEAD UTILITY LINES.

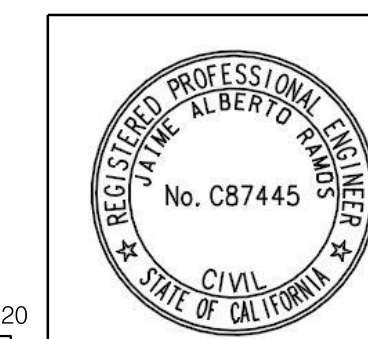
PROPOSED 8" SEWER INCLUDED  
 IN THIS CONTRACT SEE SHT 19

ROSEMONT ADD RESUB OF POR  
 MAP 1240  
 PHASE 6



CONTRACTOR'S NOTE:  
 AS PART OF THE WATER SERVICES REPLUMBING  
 WORK, THE CONTRACTOR SHALL COORDINATE WITH  
 THE RE AND CITY FORCES FOR THE REMOVAL  
 AND/OR RELOCATION OF EX. WATER METERS FROM  
 EXISTING LOCATION TO THE NEW WATER METER BOX.

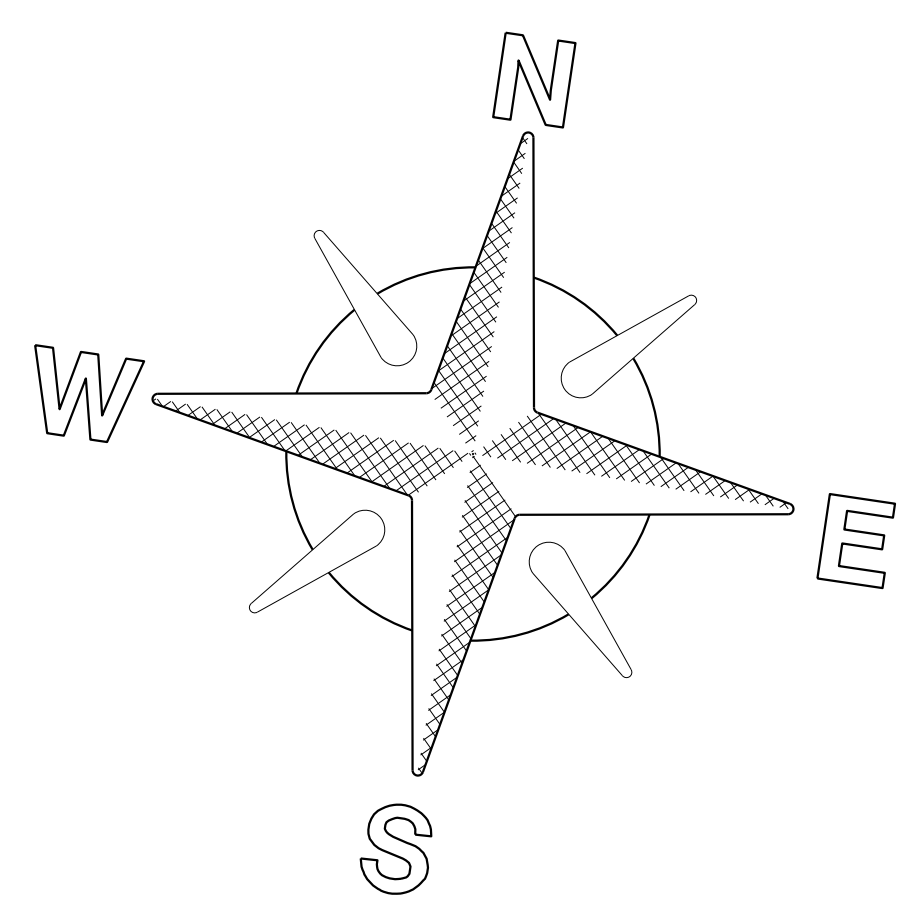
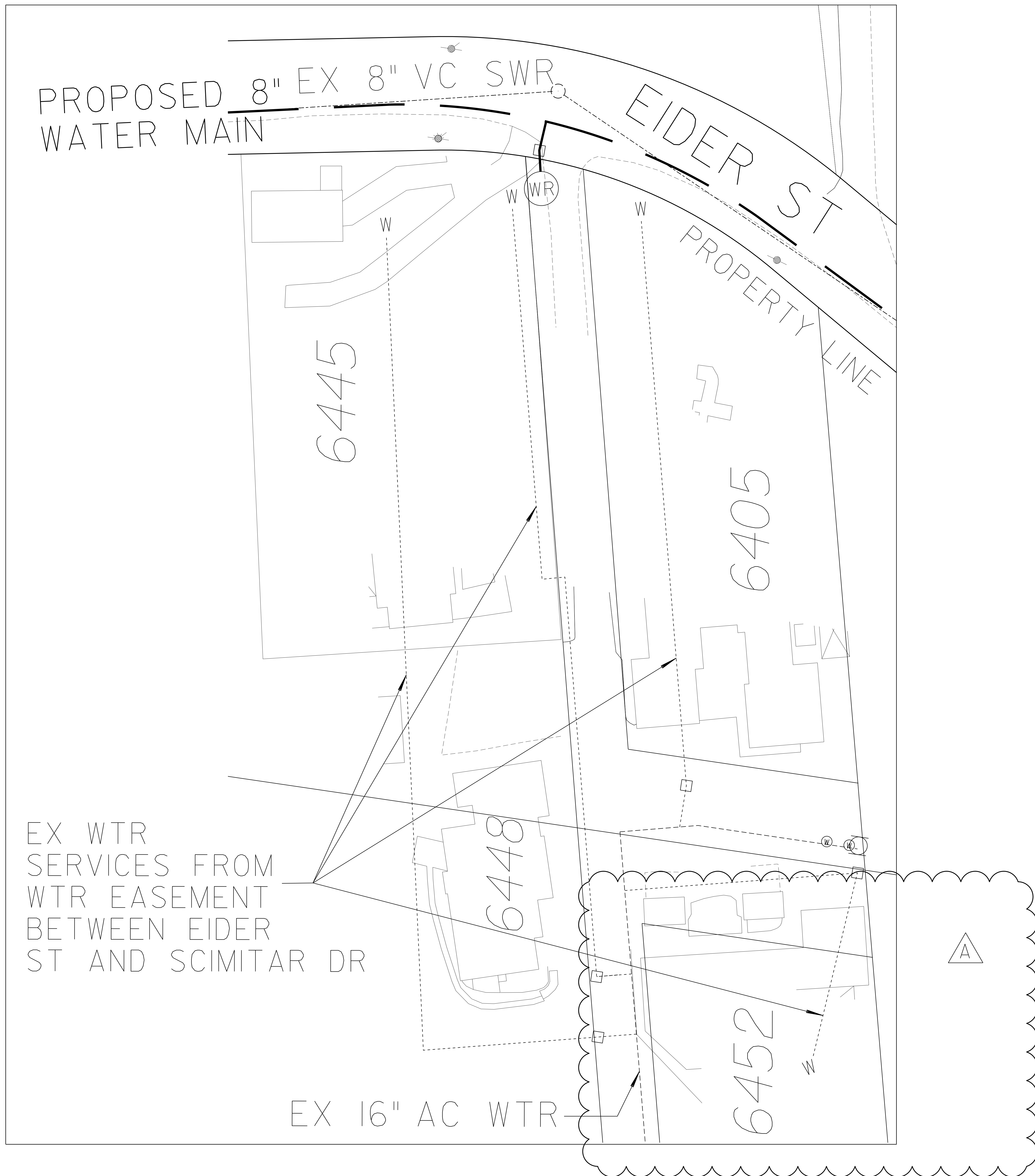
- ① BY CONTRACTOR  
 FURNISH & INSTALL  
 STA 12+57.97  
 1- 2" AIR/VACUUM  
 VALVE ASSY, LT
- ② BY CONTRACTOR  
 FURNISH & INSTALL  
 STA 13+89.22  
 1- 8" X 6" TEE (MJ,MJ,F)  
 1- 6" FH ASSY AND MARKER



|   |  |  |
|---|--|--|
| ENCANTO IMPROV 1<br>EIDER ST<br>EO WINNETT ST TO KLAUBER AV   |  | WATER WBS B-18209<br>SEWER WBS B-18206           |
| CITY OF SAN DIEGO, CALIFORNIA<br>ENGINEERING & CAPITAL PROJECTS DEPARTMENT<br>SHEET 40 OF 71 SHEETS |  | DESIGNED BY: JONARD TALAMAYAN<br>PROJECT MANAGER |
| APPROVED: <i>Jaime Ramos</i><br>FOR CITY ENGINEER<br>JAIME RAMOS<br>PRINT NAME                      | DATE: 02/28/2023<br>DATE: 2/28/23<br>RCE# C87445 | ORDERED BY: DAKOTA ADELPHIA<br>PROJECT ENGINEER  |
| DESCRIPTION   | BY   | APPROVED   |
| ORIGINAL  | DA/CC  | <i>Jaime Ramos</i>                               |
| ADDENDUM A  | DA/CT  | <i>Jaime Ramos</i>                               |
|   |  | DATE   |
|   |  | 3/22/23  |
|   |  | FILED  |
|   |  |  |
|   |  | 174-2020<br>CCS27 COORDINATE                     |
|   |  | 1842444, 6310407<br>CCS83 COORDINATE             |
|   |  | 41745-40-D                                       |



# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



NO SCALE

## LEGEND

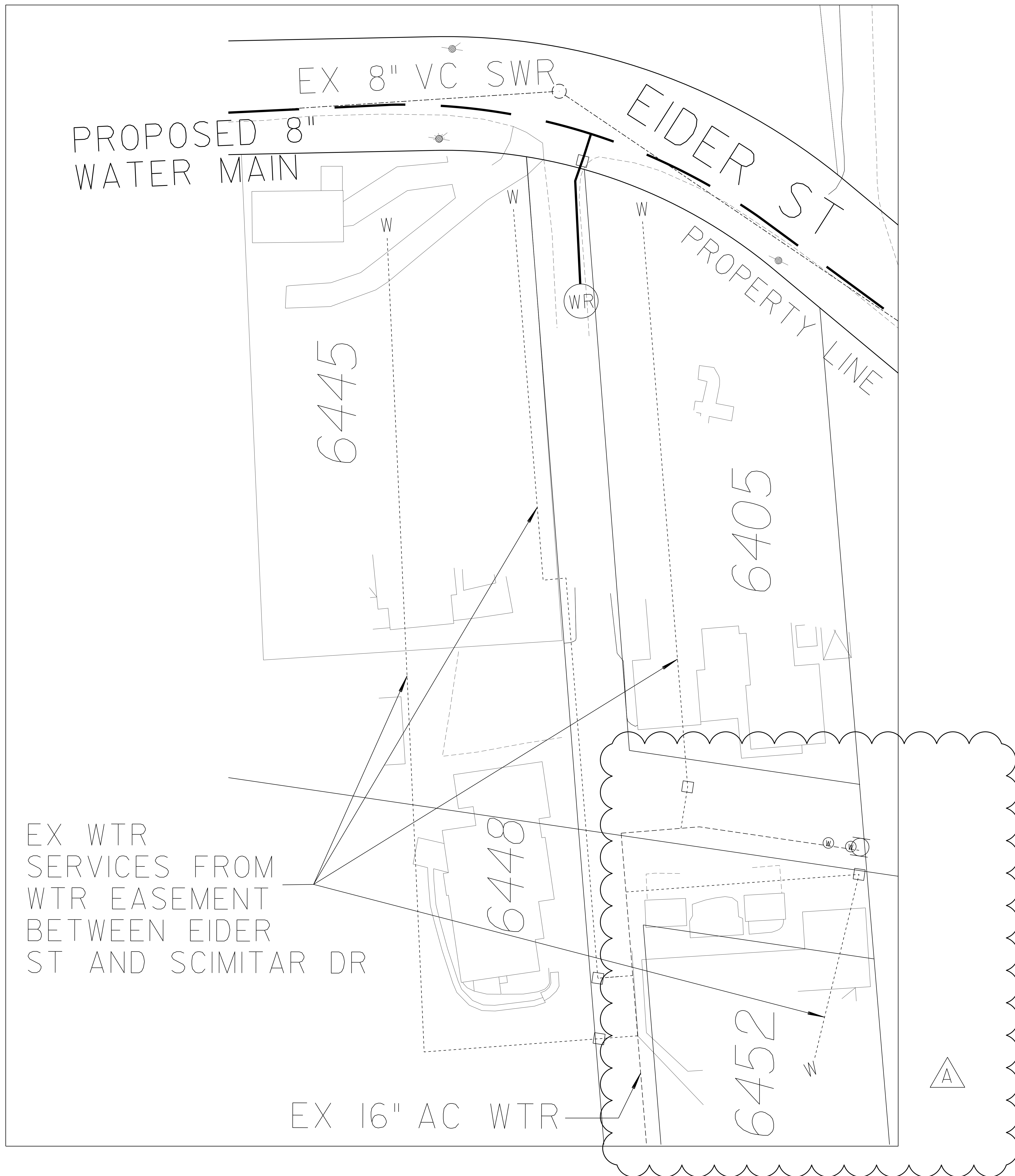
|                             |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

## ADDRESS

6448 SCIMITAR DR  
SAN DIEGO, CA 92114

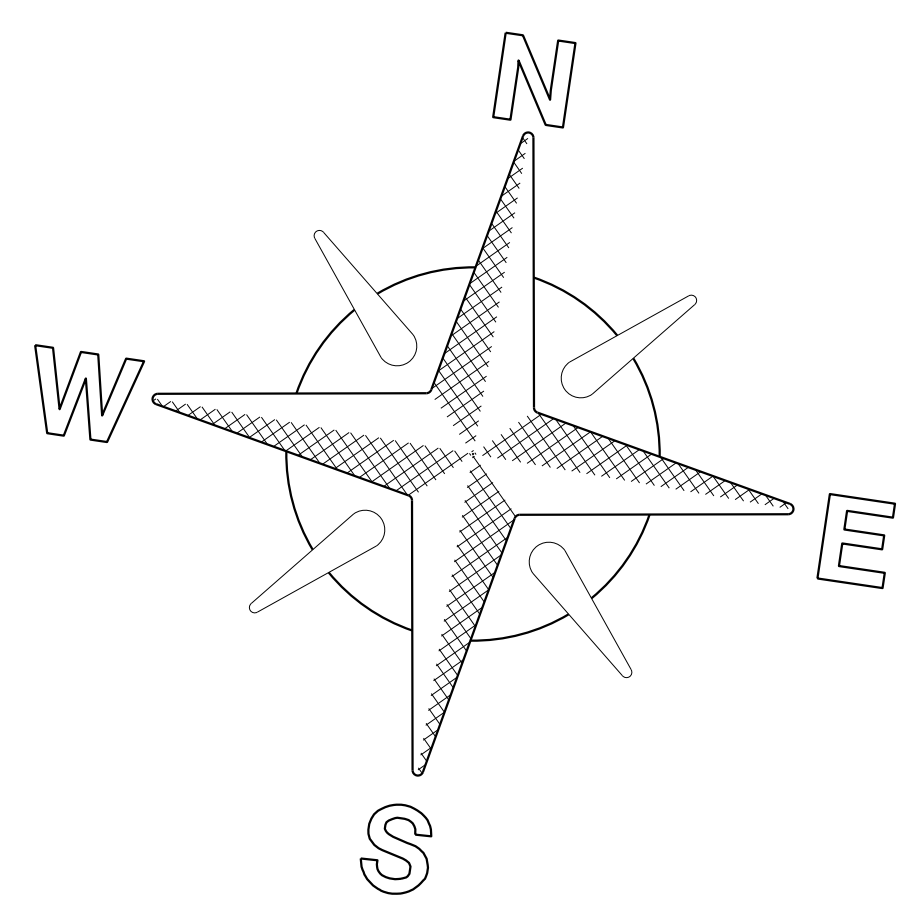


# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



EX WTR SERVICES FROM WTR EASEMENT BETWEEN EIDER ST AND SCIMITAR DR

A



NO SCALE

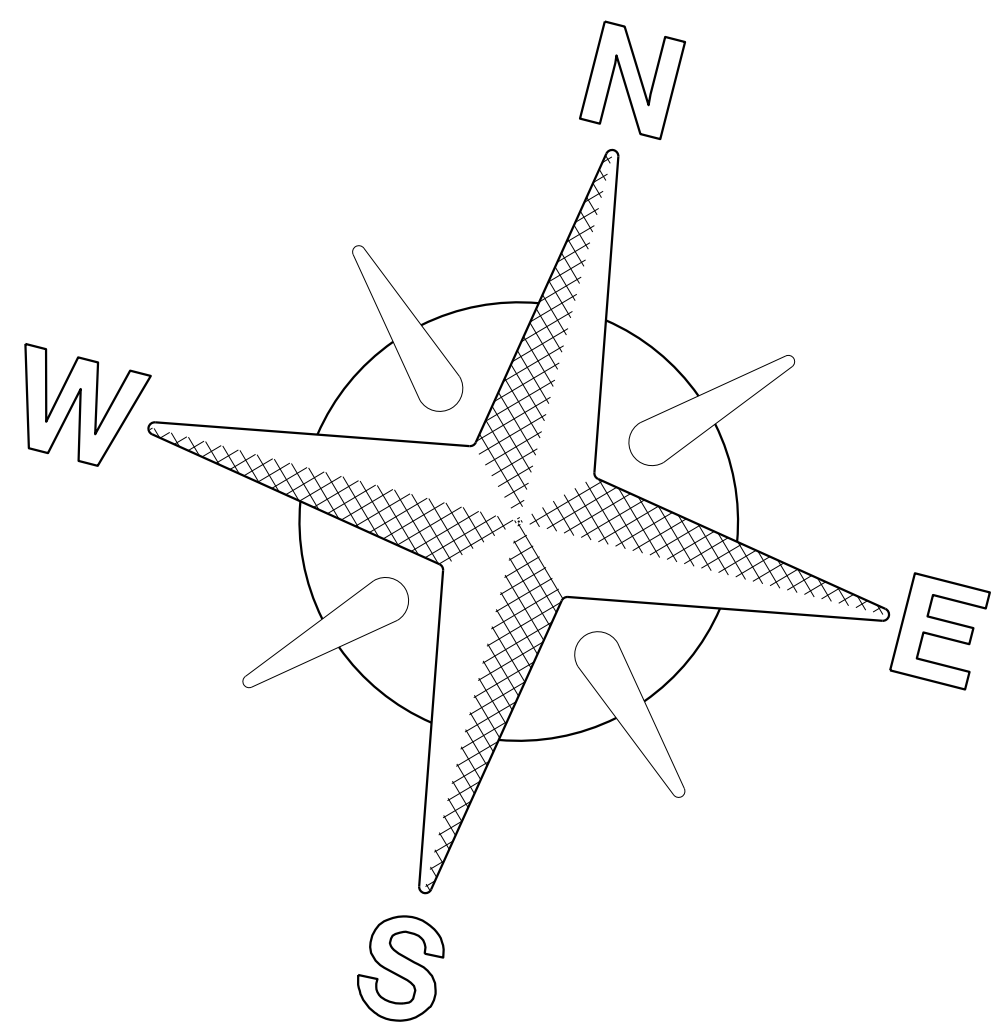
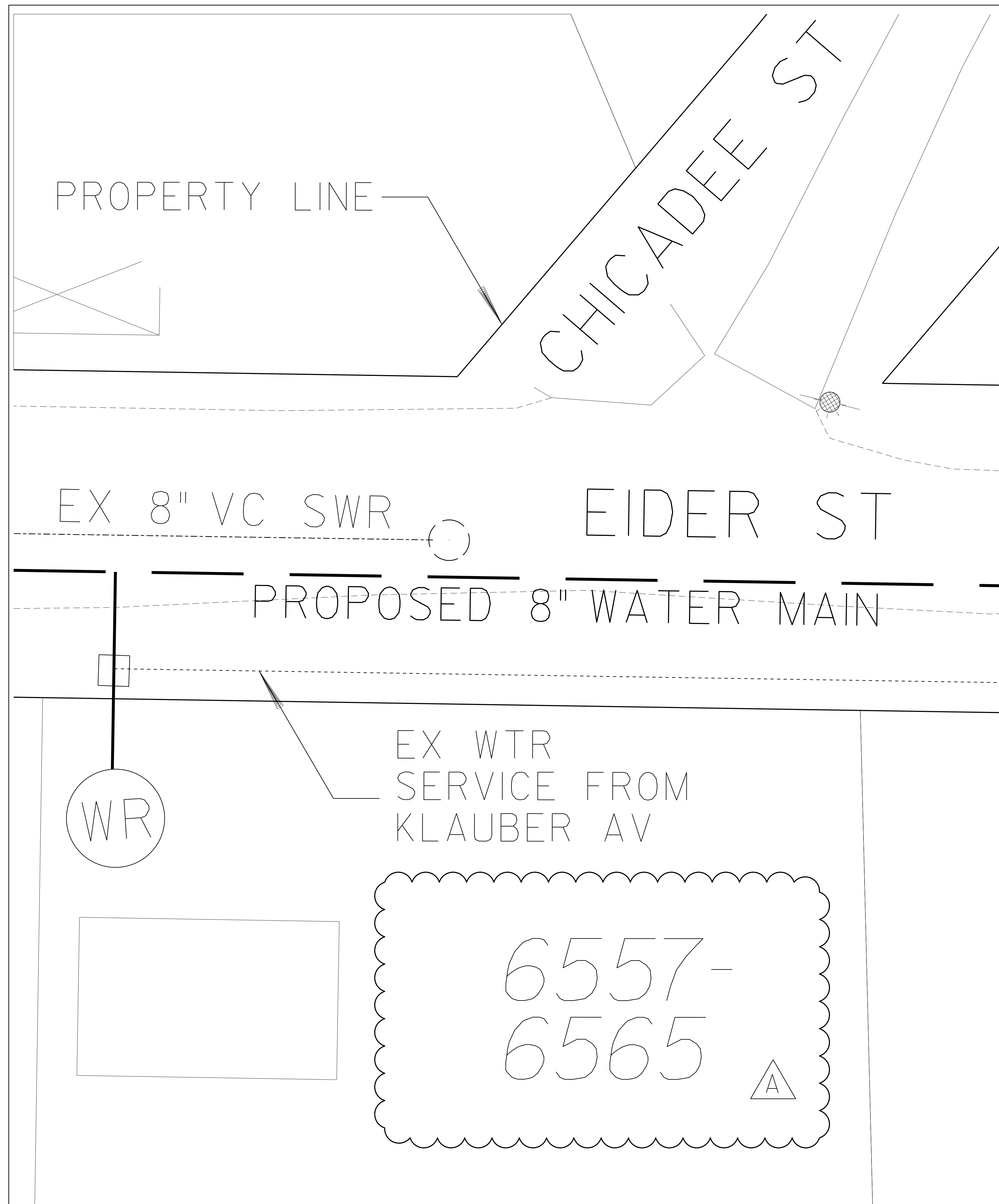
| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

ADDRESS

6452 SCIMITAR DR  
SAN DIEGO, CA 92114

A

# EXHIBIT A PROPOSED WATER SERVICE REPLUMB



NO SCALE

| LEGEND                      |  |
|-----------------------------|--|
| PROP 1" WTR SERVICE REPLUMB |  |
| PROP WTR MAIN               |  |
| PROP WTR SERVICE            |  |
| EXISTING WTR SERVICE        |  |
| PROPERTY LINE               |  |

ADDRESS

6557-6565 EIDER ST  
SAN DIEGO, CA 92114

▲



# City of San Diego

CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: [BFriedenreic@sandiego.gov](mailto:BFriedenreic@sandiego.gov)  
Phone No. (619) 533-3104

---

## ADDENDUM B



## FOR

## ENCANTO IMPROV 1

BID NO.: K-23-2165-DBB-3  
SAP NO. (WBS/IO/CC): B-18206, B-18209  
CLIENT DEPARTMENT: 2000  
COUNCIL DISTRICT: 4  
PROJECT TYPE: KB, JA

---

### **BID DUE DATE:**

**2:00 PM**  
**APRIL 5, 2023**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. ADDENDUM**

1. To Addendum A, Section E - Additional Changes, page 4, Item 1, Main Bid Items 1 and 2, **DELETE** in their entirety and **SUBSTITUTE** with the following:

| Section  | Item Code | Description  | UoM                 | Quantity | Payment Reference |
|----------|-----------|--|---------------------|----------|-------------------|
| Main Bid | 237110    | Water Service with Private Replumbing (1 inch) <del>(6448 Eider St)</del> (6448 Scimitar Dr) | <del>EA</del><br>LS | 1        | 306-15.8          |
| Main Bid | 237110    | Water Service with Private Replumbing (1 inch) <del>(6458 Eider St)</del> (6452 Scimitar Dr) | <del>EA</del><br>LS | 1        | 306-15.8          |

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *March 27, 2023*  
San Diego, California

RA/MJN/rs

## Bid Results

### Bidder Details

**Vendor Name** Burtech Pipeline Incorporated  
**Address** 1325 Pipeline Drive  
Vista, California 92081  
United States  
**Respondee** DOMINIC BURTECH  
**Respondee Title** PRESIDENT & CEO  
**Phone** 760-634-2822  
**Email** buddy@burtechpipeline.com  
**Vendor Type** CADIR  
**License #** 718202  
**CADIR** 1000006324

### Bid Detail

**Bid Format** Electronic  
**Submitted** 04/05/2023 1:29 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 325549

### Respondee Comment

Please include lota@burtechpipeline.com on all future correspondences. Thank you!

### Buyer Comment

### Attachments

| File Title  | File Name   | File Type  |
|---|---|--|
| Contractors Certification of Pending Actions.pdf    | Contractors Certification of Pending Actions.pdf    | CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS  |
| Subcontractors for Alternates Encanto.pdf           | Subcontractors for Alternates Encanto.pdf           | SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS  |
| Mandatory Disclosure of Business Interests Form.pdf | Mandatory Disclosure of Business Interests Form.pdf | MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM  |
| Prime Debarment and Suspension Certification.pdf    | Prime Debarment and Suspension Certification.pdf    | DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR                            |
| Sub Debarment and Suspension Certification.pdf      | Sub Debarment and Suspension Certification.pdf      | DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS |
| Bid Bond Encanto.pdf                                | Bid Bond Encanto.pdf                                | Bid Bond   |



## Subcontractors

Showing 9 Subcontractors

| Name & Address  | Desc  | License Num | CADIR            | Amount         | Type                                      |
|---|---|-------------|------------------|----------------|---|
| <b>CODE 3 Media</b><br>663 S Rancho Santa Fe<br>Suite 177<br>San Marcos, California 92078       | Constructor: Video<br>Recording of<br>Existing<br>Conditions  | FAA 3930297 | 1000055028       | \$10,800.00    | Local                                     |
| <b>California Asphalt Paving and Gradir</b><br>674 Alagria pl.<br>Chula Vista, California 91910 | Constructor:<br>Asphalt Paving<br>Scopes Base Bid<br>amount only;<br>Additive Alternate<br>Scopes on<br>Separate City<br>Form | 1033358     | 1000062521       | \$739,842.58   | ELBE, MALE, LAT, Local                    |
| <b>Loveless Linton, Inc. Archaeological</b><br>1421 W. Lewis St<br>San Diego, California 92103  | Constructor:<br>Archaeological,<br>Native American,<br>Paleontological &<br>Biological<br>Monitoring                          | ELBE        | 1000047263       | \$143,121.00   | DBE, SDB, CADIR, MBE, NAT,<br>MALE, Local |
| <b>McGrath Holdings, Inc</b><br>PO BOX 2488<br>El Cajon, California 92021                       | Designr: WPCP<br>Development  | QSD 20194   | 1000037165       | \$800.00       | ELBE, CADIR, Local                        |
| <b>PAYNECO SPECIALTIES INC</b><br>120 N Second Avenue<br>Chula Vista, California 91910          | Constructor:<br>Striping Works  | 298637      | 1000003515       | \$70,541.75    | WBE, DBE, Local                           |
| <b>Piperin Corporation</b><br>510 Venture Street<br>Escondido, California 92029                 | Constructor:<br>Sewer Main Open-<br>Cut Partial Scopes  | 964028      | 1000000485       | \$2,750,000.00 | ELBE, CADIR, Local                        |
| <b>ROY ALLAN SLURRY SEAL, INC</b><br>12643 Emmens Way<br>SANTA FE SPRINGS, California 90671     | Constructor:<br>RPMS slurry<br>sealing scopes.<br>Additive &<br>Deductive<br>Alternates Scopes<br>on separate City<br>forms   | 372798      | 1000001156       | \$762,752.38   | CADIR, PQUAL                              |
| <b>Two Rivers Strategies</b><br>9820 Alto Dr.<br>La Mesa, California 91941                      | Constructor:<br>Community<br>Liaison Services   | ELBE        | PW-LR-1000871377 | \$56,000.00    | SDB, WBE, MBE, FEM,<br>WOSB, Local        |
| <b>YBS CONSTRUCTION ENGINEERING</b><br>PO BOX 1197<br>Bonita, California 91908                  | Constructor: PCC<br>Flatwork and Curb<br>Ramps, Trucking<br>offsite.  | 885270      | 1000641763       | \$990,111.00   | MBE, SLBE, MALE, LAT,<br>CADIR            |

## Line Items

Discount Terms No Discount

| Item # | Item Code | Type | Item Description   | UOM | QTY    | Unit Price   | Line Total      | Response | Comment |
|--------|-----------|------|--|-----|--------|--------------|-----------------|----------|---------|
|        |           |      |  |     |        |              | \$19,557,474.39 |          |         |
| 1      | 524126    |      | Bonds (Payment and Performance)  | LS  | 1      | \$133,706.84 | \$133,706.84    | Yes      |         |
| 2      | 237110    |      | Sewage Bypass and Pumping Plan (Diversion Plan)  | LS  | 1      | \$15,000.00  | \$15,000.00     | Yes      |         |
| 3      | 541820    |      | Exclusive Community Liaison Services   | LS  | 1      | \$65,000.00  | \$65,000.00     | Yes      |         |
| 4      | 541690    |      | Archaeological and Native American Monitoring Program  | LF  | 16260  | \$7.75       | \$126,015.00    | Yes      |         |
| 5      | 541690    |      | Paleontological Monitoring Program   | LF  | 4945   | \$4.70       | \$23,241.50     | Yes      |         |
| 6      | 541690    |      | Suspension of Work - Resources   | DAY | 10     | \$150.00     | \$1,500.00      | Yes      |         |
| 7      | 541690    |      | Archaeological and Native American Mitigation and Curation (EOC Type I)  | AL  | 1      | \$25,000.00  | \$25,000.00     | Yes      |         |
| 8      | 541690    |      | Paleontological Mitigation and Excavation  | CY  | 1980   | \$2.00       | \$3,960.00      | Yes      |         |
| 9      | 237110    |      | Mobilization   | LS  | 1      | \$250,000.00 | \$250,000.00    | Yes      |         |
| 10     |           |      | Field Orders (EOC Type II)   | AL  | 1      | \$747,800.00 | \$747,800.00    | Yes      |         |
| 11     | 238910    |      | Clearing and Grubbing  | LS  | 1      | \$75,000.00  | \$75,000.00     | Yes      |         |
| 12     | 237310    |      | Asphalt Pavement Repair  | TON | 282    | \$360.00     | \$101,520.00    | Yes      |         |
| 13     | 237310    |      | Class 2 Aggregate Base   | TON | 50     | \$165.00     | \$8,250.00      | Yes      |         |
| 14     | 237110    |      | Wing and U Type Headwalls  | EA  | 1      | \$1,000.00   | \$1,000.00      | Yes      |         |
| 15     | 237110    |      | Cutoff Wall  | EA  | 10     | \$5,000.00   | \$50,000.00     | Yes      |         |
| 16     | 237310    |      | Protection Posts   | EA  | 78     | \$800.00     | \$62,400.00     | Yes      |         |
| 17     | 237310    |      | Residential Concrete Driveway  | SF  | 450    | \$30.00      | \$13,500.00     | Yes      |         |
| 18     | 237310    |      | Commercial Concrete Driveway   | SF  | 100    | \$33.00      | \$3,300.00      | Yes      |         |
| 19     | 237310    |      | Rubber Polymer Modified Slurry (RPMS) Type I   | SF  | 998650 | \$0.33       | \$329,554.50    | Yes      |         |
| 20     | 237310    |      | Rubber Polymer Modified Slurry (RPMS) Type II  | SF  | 998650 | \$0.41       | \$409,446.50    | Yes      |         |
| 21     | 237310    |      | Pavement Restoration Adjacent to Trench  | SF  | 34343  | \$14.00      | \$480,802.00    | Yes      |         |
| 22     | 237310    |      | Road Lump  | TON | 4      | \$1,500.00   | \$6,000.00      | Yes      |         |
| 23     | 238910    |      | Concrete Pavement (5 Inch Thick)   | CY  | 37     | \$655.00     | \$24,235.00     | Yes      |         |
| 24     | 238910    |      | Concrete Pavement (6.5 Inch Thick)   | CY  | 37     | \$665.00     | \$24,605.00     | Yes      |         |
| 25     | 238910    |      | Concrete Pavement (9 Inch Thick)   | CY  | 875    | \$690.00     | \$603,750.00    | Yes      |         |
| 26     | 237310    |      | Crack Seal   | LB  | 19292  | \$3.30       | \$63,663.60     | Yes      |         |
| 27     | 237310    |      | 48" Gravity Wall Type B Per C-9  | LF  | 12     | \$633.00     | \$7,596.00      | Yes      |         |
| 28     | 237310    |      | 60" Gravity Wall Type B Per C-9  | LF  | 108    | \$475.00     | \$51,300.00     | Yes      |         |
| 29     | 237310    |      | Historical and Contractor Date Stamps and Impressions  | EA  | 10     | \$275.00     | \$2,750.00      | Yes      |         |
| 30     | 237310    |      | Additional Sidewalk  | SF  | 1560   | \$12.25      | \$19,110.00     | Yes      |         |
| 31     | 237310    |      | Additional Curb  | LF  | 22     | \$108.00     | \$2,376.00      | Yes      |         |
| 32     | 237310    |      | Cross Gutter   | SF  | 6074   | \$23.00      | \$139,702.00    | Yes      |         |
| 33     | 237310    |      | Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles   | EA  | 2      | \$5,500.00   | \$11,000.00     | Yes      |         |
| 34     | 237310    |      | Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles   | EA  | 1      | \$5,500.00   | \$5,500.00      | Yes      |         |
| 35     | 237310    |      | Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles  | EA  | 24     | \$6,350.00   | \$152,400.00    | Yes      |         |
| 36     | 237310    |      | Curb Ramp Modified (Type C1) with 8-Foot Wide Stainless Steel Detectable Warning Tiles                             | EA  | 2      | \$7,000.00   | \$14,000.00     | Yes      |         |
| 37     | 237310    |      | Curb Ramp Modified (Type C1) with 10-Foot Wide Stainless Steel Detectable Warning Tiles                            | EA  | 1      | \$8,000.00   | \$8,000.00      | Yes      |         |
| 38     | 237310    |      | Curb Ramp Modified (Type C2) with 8-Foot Wide Stainless Steel Detectable Warning Tiles                             | EA  | 1      | \$9,500.00   | \$9,500.00      | Yes      |         |
| 39     | 237310    |      | Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles   | EA  | 1      | \$5,000.00   | \$5,000.00      | Yes      |         |
| 40     | 237310    |      | Curb Ramp Modified (Type C1, Per 41745-69-D, 41745-70-D, 41745-71-D) with Stainless Steel Detectable Warning Tiles | EA  | 3      | \$8,000.00   | \$24,000.00     | Yes      |         |
| 41     | 237310    |      | Stamped Concrete Pavement  | SF  | 200    | \$40.25      | \$8,050.00      | Yes      |         |
| 42     | 238990    |      | Chain Link Fence (8-Foot High) (41725-25-D)  | LF  | 10     | \$100.00     | \$1,000.00      | Yes      |         |
| 43     | 237110    |      | Phased Paving  | EA  | 10     | \$1,500.00   | \$15,000.00     | Yes      |         |
| 44     | 237110    |      | Abandonment of Existing Water Facilities   | LF  | 4601   | \$15.00      | \$69,015.00     | Yes      |         |
| 45     | 237110    |      | Abandon and Fill Existing Sewer Main (6 Inch) Outside of the Trench Limit  | LF  | 830    | \$15.00      | \$12,450.00     | Yes      |         |
| 46     | 237110    |      | Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit  | LF  | 3316   | \$15.00      | \$49,740.00     | Yes      |         |
| 47     | 237110    |      | Abandon Existing Manhole Outside of the Trench Limit   | EA  | 10     | \$2,000.00   | \$20,000.00     | Yes      |         |
| 48     | 237110    |      | Handling and Disposal of Non-friable Asbestos Material   | LF  | 14708  | \$15.00      | \$220,620.00    | Yes      |         |
| 49     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6320 Eider St)   | LS  | 1      | \$10,000.00  | \$10,000.00     | Yes      |         |



| Item # | Item Code | Type | Item Description  | UOM | QTY   | Unit Price   | Line Total     | Response | Comment |
|--------|-----------|------|---|-----|-------|--------------|----------------|----------|---------|
| 50     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6346 Eider St)            | LS  | 1     | \$9,500.00   | \$9,500.00     | Yes      |         |
| 51     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6350 Eider St)            | LS  | 1     | \$10,000.00  | \$10,000.00    | Yes      |         |
| 52     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6360 Eider St)            | LS  | 1     | \$10,000.00  | \$10,000.00    | Yes      |         |
| 53     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6370 Eider St)            | LS  | 1     | \$10,000.00  | \$10,000.00    | Yes      |         |
| 54     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6410 Eider St)            | LS  | 1     | \$9,500.00   | \$9,500.00     | Yes      |         |
| 55     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6430 Eider St)            | LS  | 1     | \$11,000.00  | \$11,000.00    | Yes      |         |
| 56     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6349 Eider St)            | LS  | 1     | \$11,500.00  | \$11,500.00    | Yes      |         |
| 57     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6355 Eider St)            | LS  | 1     | \$10,000.00  | \$10,000.00    | Yes      |         |
| 58     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6445 Eider St)            | LS  | 1     | \$11,000.00  | \$11,000.00    | Yes      |         |
| 59     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6452 Scimitar Dr)         | LS  | 1     | \$11,000.00  | \$11,000.00    | Yes      |         |
| 60     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6439 Eider St)            | LS  | 1     | \$12,500.00  | \$12,500.00    | Yes      |         |
| 61     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6459 Eider St)            | LS  | 1     | \$10,300.00  | \$10,300.00    | Yes      |         |
| 62     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6460 Eider St)            | LS  | 1     | \$10,300.00  | \$10,300.00    | Yes      |         |
| 63     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6527 Eider St)            | LS  | 1     | \$10,300.00  | \$10,300.00    | Yes      |         |
| 64     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6529 Eider St)            | LS  | 1     | \$10,300.00  | \$10,300.00    | Yes      |         |
| 65     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6540 Eider St)            | LS  | 1     | \$10,500.00  | \$10,500.00    | Yes      |         |
| 66     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6559 Eider St)            | LS  | 1     | \$10,000.00  | \$10,000.00    | Yes      |         |
| 67     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6560 Eider St)            | LS  | 1     | \$10,500.00  | \$10,500.00    | Yes      |         |
| 68     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6557/6565 Eider St)       | LS  | 1     | \$10,000.00  | \$10,000.00    | Yes      |         |
| 69     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6320 Springfield St)      | LS  | 1     | \$11,000.00  | \$11,000.00    | Yes      |         |
| 70     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6324 Springfield St)      | LS  | 1     | \$18,500.00  | \$18,500.00    | Yes      |         |
| 71     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6340 Springfield St)      | LS  | 1     | \$19,500.00  | \$19,500.00    | Yes      |         |
| 72     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6342 Springfield St)      | LS  | 1     | \$14,500.00  | \$14,500.00    | Yes      |         |
| 73     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6323/6325 Springfield St) | LS  | 1     | \$15,500.00  | \$15,500.00    | Yes      |         |
| 74     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6327/6329 Springfield St) | LS  | 1     | \$13,600.00  | \$13,600.00    | Yes      |         |
| 75     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6333/6335 Springfield St) | LS  | 1     | \$13,600.00  | \$13,600.00    | Yes      |         |
| 76     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6341 Springfield St)      | LS  | 1     | \$13,600.00  | \$13,600.00    | Yes      |         |
| 77     | 237110    |      | Water Service with Private Replumbing (1 Inch) (1820 Swan St)             | LS  | 1     | \$14,500.00  | \$14,500.00    | Yes      |         |
| 78     | 237110    |      | Water Service with Private Replumbing (1 Inch) (1830 Swan St)             | LS  | 1     | \$12,500.00  | \$12,500.00    | Yes      |         |
| 79     | 237110    |      | Water Service with Private Replumbing (1 Inch) (1840 Swan St)             | LS  | 1     | \$12,500.00  | \$12,500.00    | Yes      |         |
| 80     | 237110    |      | Water Service with Private Replumbing (1 Inch) (1850 Swan St)             | LS  | 1     | \$11,000.00  | \$11,000.00    | Yes      |         |
| 81     | 237110    |      | Water Service with Private Replumbing (1 Inch) (1860 Swan St)             | LS  | 1     | \$11,000.00  | \$11,000.00    | Yes      |         |
| 82     | 237110    |      | Water Service with Private Replumbing (1 Inch) (1825 Swan St)             | LS  | 1     | \$11,000.00  | \$11,000.00    | Yes      |         |
| 83     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6448 Scimitar Dr)         | LS  | 1     | \$11,500.00  | \$11,500.00    | Yes      |         |
| 84     | 237110    |      | Water Service with Private Replumbing (1 Inch) (6405 Eider St)            | LS  | 1     | \$29,500.00  | \$29,500.00    | Yes      |         |
| 85     | 237110    |      | Water Main (8 Inch)   | LF  | 6503  | \$185.00     | \$1,203,055.00 | Yes      |         |
| 86     | 237110    |      | Water Main (12 Inch)  | LF  | 10823 | \$201.00     | \$2,175,423.00 | Yes      |         |
| 87     | 237110    |      | Water Main (8 Inch, Class 305)  | LF  | 2288  | \$178.00     | \$407,264.00   | Yes      |         |
| 88     | 237110    |      | Water Main (12 Inch, Class 305)   | LF  | 1582  | \$220.00     | \$348,040.00   | Yes      |         |
| 89     | 237110    |      | Sewer Main (8 Inch)   | LF  | 3593  | \$218.00     | \$783,274.00   | Yes      |         |
| 90     | 237110    |      | Sewer Main (12 Inch)  | LF  | 1463  | \$282.00     | \$412,566.00   | Yes      |         |
| 91     | 237110    |      | Sewer Main (8 Inch, SDR-26)   | LF  | 4918  | \$227.00     | \$1,116,386.00 | Yes      |         |
| 92     | 237110    |      | Sewer Main (12 Inch, SDR-26)  | LF  | 1319  | \$262.00     | \$345,578.00   | Yes      |         |
| 93     | 237110    |      | Sewer Main (8 Inch, SDR-18)   | LF  | 1610  | \$418.00     | \$672,980.00   | Yes      |         |
| 94     | 237110    |      | Engineered Trench Shoring   | LS  | 1     | \$100,000.00 | \$100,000.00   | Yes      |         |
| 95     | 237110    |      | Butterfly Valve (16 Inch)   | EA  | 1     | \$8,500.00   | \$8,500.00     | Yes      |         |
| 96     | 237110    |      | Gate Valve (8 Inch)   | EA  | 23    | \$4,300.00   | \$98,900.00    | Yes      |         |
| 97     | 237110    |      | Gate Valve (12 Inch)  | EA  | 31    | \$6,100.00   | \$189,100.00   | Yes      |         |
| 98     | 237110    |      | Fire Hydrant Assembly and Marker (6 Inch), 2-Port                         | EA  | 47    | \$13,000.00  | \$611,000.00   | Yes      |         |
| 99     | 237110    |      | Water Service (1 Inch)  | EA  | 324   | \$3,730.00   | \$1,208,520.00 | Yes      |         |

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|------------------------------|-----------|------|--|-----|--------|--------------|----------------|----------|---------|
| 100                          | 237110    |      | Blow-Off Valve Assembly (2 Inch)   | EA  | 12     | \$6,500.00   | \$78,000.00    | Yes      |         |
| 101                          | 237110    |      | Air and Vacuum (Air Release) Valve Assembly (2 Inch)   | EA  | 19     | \$9,500.00   | \$180,500.00   | Yes      |         |
| 102                          | 237110    |      | Water Quality Sampling Station   | EA  | 1      | \$10,000.00  | \$10,000.00    | Yes      |         |
| 103                          | 237310    |      | Temporary Resurfacing  | TON | 5318   | \$150.00     | \$797,700.00   | Yes      |         |
| 104                          | 237110    |      | Manhole (4 Ft x 3 Ft)  | EA  | 69     | \$16,000.00  | \$1,104,000.00 | Yes      |         |
| 105                          | 237110    |      | Sewer Lateral and Cleanout (4 Inch, Street)  | EA  | 118    | \$5,000.00   | \$590,000.00   | Yes      |         |
| 106                          | 237110    |      | Sewer Lateral and Cleanout (4 Inch, Special Strength SDR 26, Street)                           | EA  | 131    | \$5,100.00   | \$668,100.00   | Yes      |         |
| 107                          | 237110    |      | Sewer Lateral and Cleanout (5 Inch, Special Strength SDR 26, Street)                           | EA  | 1      | \$7,000.00   | \$7,000.00     | Yes      |         |
| 108                          | 237110    |      | Sewer Lateral and Cleanout (6 Inch, Street)  | EA  | 4      | \$8,000.00   | \$32,000.00    | Yes      |         |
| 109                          | 237110    |      | Sewer Lateral and Cleanout (6 Inch, Special Strength SDR 26, Street)                           | EA  | 2      | \$7,500.00   | \$15,000.00    | Yes      |         |
| 110                          | 237110    |      | Sewer Lateral with Private Replumbing (4 Inch) (1375 Klauber Ave)                              | EA  | 1      | \$18,000.00  | \$18,000.00    | Yes      |         |
| 111                          | 237110    |      | Sewer Lateral with Private Replumbing (4 Inch) (6335 and 6333 Wunderlin Ave)                   | EA  | 1      | \$18,000.00  | \$18,000.00    | Yes      |         |
| 112                          | 237110    |      | Sewer Lateral with Private Replumbing (4 Inch) (6557-6565 Eider St)                            | EA  | 1      | \$18,000.00  | \$18,000.00    | Yes      |         |
| 113                          | 237110    |      | Cleaning and Video Inspection of Existing Pipelines and Culverts                               | LF  | 13439  | \$2.30       | \$30,909.70    | Yes      |         |
| 114                          | 237110    |      | Cleaning and Video Inspection of Existing Laterals   | LF  | 7830   | \$3.00       | \$23,490.00    | Yes      |         |
| 115                          | 237110    |      | Video Inspection of Pipelines and Culverts for Acceptance                                      | LF  | 21269  | \$1.75       | \$37,220.75    | Yes      |         |
| 116                          | 237310    |      | Removal and Replacement of Existing Paint Striping   | LS  | 1      | \$53,000.00  | \$53,000.00    | Yes      |         |
| 117                          | 237110    |      | Fusible HDPE Pipe  | LF  | 590    | \$375.00     | \$221,250.00   | Yes      |         |
| 118                          | 237110    |      | Fusible Pressure PVC Pipe (8 Inch)   | LF  | 140    | \$275.00     | \$38,500.00    | Yes      |         |
| 119                          | 237110    |      | Fusible Pressure PVC Pipe (12 Inch)  | LF  | 136    | \$275.00     | \$37,400.00    | Yes      |         |
| 120                          | 238990    |      | Video Recording of Existing Conditions   | LS  | 1      | \$12,500.00  | \$12,500.00    | Yes      |         |
| 121                          | 238910    |      | Tree Removal and Disposal (Less Than 24 Inch Trunk Diameter) (Appendix M: Revegetation Plan)   | EA  | 1      | \$10,000.00  | \$10,000.00    | Yes      |         |
| 122                          | 238910    |      | Tree Removal and Disposal (24 Inch Trunk Diameter and Greater) (Appendix M: Revegetation Plan) | EA  | 1      | \$18,000.00  | \$18,000.00    | Yes      |         |
| 123                          | 237110    |      | Abandon Water Services (Stiffs)  | EA  | 17     | \$1.00       | \$17.00        | Yes      |         |
| 124                          | 237310    |      | Adjust Existing Manhole Frame and Cover to Grade   | EA  | 70     | \$200.00     | \$14,000.00    | Yes      |         |
| 125                          | 237310    |      | Adjust Existing Gate Valve Frame and Cover to Grade  | EA  | 49     | \$200.00     | \$9,800.00     | Yes      |         |
| 126                          | 237310    |      | Adjust Existing Survey Monument to Grade   | EA  | 11     | \$600.00     | \$6,600.00     | Yes      |         |
| 127                          | 541330    |      | Traffic Control and Working Drawings   | LS  | 1      | \$300,000.00 | \$300,000.00   | Yes      |         |
| 128                          | 237310    |      | Pedestrian Barricade (Type A)  | EA  | 2      | \$1,380.00   | \$2,760.00     | Yes      |         |
| 129                          | 561730    |      | Hydro Seed (Appendix M: Revegetation Plan)   | SF  | 1      | \$10,000.00  | \$10,000.00    | Yes      |         |
| 130                          | 561730    |      | Irrigation System (Appendix M: Revegetation Plan)  | LS  | 1      | \$60,000.00  | \$60,000.00    | Yes      |         |
| 131                          | 561730    |      | Relocate Irrigation System (Appendix M: Revegetation Plan)                                     | LS  | 1      | \$20,000.00  | \$20,000.00    | Yes      |         |
| 132                          | 237310    |      | Construction Fencing and Access Route  | LS  | 1      | \$18,000.00  | \$18,000.00    | Yes      |         |
| 133                          | 541330    |      | Biological Monitoring and Reporting  | LS  | 1      | \$30,000.00  | \$30,000.00    | Yes      |         |
| 134                          | 541330    |      | 25-Month Revegetation Maintenance and Monitoring Program                                       | LS  | 1      | \$175,000.00 | \$175,000.00   | Yes      |         |
| 135                          | 237110    |      | Contractor Furnished Materials for the City Forces High-line Work                              | LF  | 42594  | \$3.00       | \$127,782.00   | Yes      |         |
| 136                          | 237110    |      | Pavement Restoration for Final Connection  | SF  | 3500   | \$25.00      | \$87,500.00    | Yes      |         |
| 137                          | 541330    |      | WPCP Development   | LS  | 1      | \$1,000.00   | \$1,000.00     | Yes      |         |
| 138                          | 237310    |      | WPCP Implementation  | LS  | 1      | \$58,000.00  | \$58,000.00    | Yes      |         |
| <b>Additive Alternate A</b>  |           |      |  |     |        |              | \$851,880.00   |          |         |
| 139                          | 237110    |      | High-lining Installation by the Contractor   | LF  | 42594  | \$14.00      | \$596,316.00   | Yes      |         |
| 140                          | 237110    |      | High-lining Removed by the Contractor  | LF  | 42594  | \$3.00       | \$127,782.00   | Yes      |         |
| 141                          | 237110    |      | Furnished Materials for Contractor High-line Work  | LF  | 42594  | \$3.00       | \$127,782.00   | Yes      |         |
| <b>Deductive Alternate B</b> |           |      |  |     |        |              | (\$127,782.00) |          |         |
| 142                          | 237110    |      | Contractor Furnished Materials for the City Forces High-line Work (Item 135) (Deductive)       | LF  | -42594 | \$3.00       | (\$127,782.00) | Yes      |         |
| <b>Additive Alternate C</b>  |           |      |  |     |        |              | \$386,000.00   |          |         |
| 143                          | 237110    |      | Connections to The Existing System by Contractor (8 Inch through 12 Inch)                      | EA  | 26     | \$7,000.00   | \$182,000.00   | Yes      |         |
| 144                          | 237110    |      | Cut and Plug by Contractor   | EA  | 34     | \$6,000.00   | \$204,000.00   | Yes      |         |
| <b>Additive Alternate D</b>  |           |      |  |     |        |              | \$974,566.66   |          |         |
| 145                          | 237310    |      | Asphalt Concrete Overlay (2 Inch)  | TON | 1174   | \$158.00     | \$185,492.00   | Yes      |         |

| Item #                | Item Code | Type | Item Description  | UOM | QTY     | Unit Price | Line Total     | Response | Comment |
|-----------------------|-----------|------|---|-----|---------|------------|----------------|----------|---------|
| 146                   | 237310    |      | Asphalt Concrete Overlay (3 Inch)   | TON | 1455    | \$158.00   | \$229,890.00   | Yes      |         |
| 147                   | 237310    |      | Cold Mill AC Pavement (> 1½ Inch - 3 Inch)  | SF  | 308905  | \$0.26     | \$80,315.30    | Yes      |         |
| 148                   | 237310    |      | Excavate and Export   | CY  | 975     | \$100.00   | \$97,500.00    | Yes      |         |
| 149                   | 237310    |      | Asphalt Concrete Base   | TON | 950     | \$177.00   | \$168,150.00   | Yes      |         |
| 150                   | 237310    |      | Crushed Miscellaneous Base  | TON | 850     | \$100.00   | \$85,000.00    | Yes      |         |
| 151                   | 237310    |      | Rubber Polymer Modified Slurry (RPMS) Type II Wunderlin & 63rd Scope                            | SF  | 10332   | \$0.54     | \$5,579.28     | Yes      |         |
| 152                   | 237310    |      | Rubber Polymer Modified Slurry (RPMS) Type I Wunderlin & 63rd Scope                             | SF  | 10332   | \$0.44     | \$4,546.08     | Yes      |         |
| 153                   | 237310    |      | Rubber Polymer Modified Slurry (RPMS) Type II   | SF  | 86200   | \$0.63     | \$54,306.00    | Yes      |         |
| 154                   | 237310    |      | Rubber Polymer Modified Slurry (RPMS) Type III  | SF  | 86200   | \$0.74     | \$63,788.00    | Yes      |         |
| Deductive Alternate E |           |      |   |     |         |            | (\$187,496.70) |          |         |
| 155                   | 237310    |      | Rubber Polymer Modified Slurry (RPMS) Type I (Deductive)  | SF  | -395105 | \$0.24     | (\$94,825.20)  | Yes      |         |
| 156                   | 237310    |      | Rubber Polymer Modified Slurry (RPMS) Type II (Deductive)                                       | SF  | -308905 | \$0.30     | (\$92,671.50)  | Yes      |         |
| Additive Alternate F  |           |      |   |     |         |            | \$25,357.65    |          |         |
| 157                   | 237310    |      | Painted Traffic Striping/Detail 39 (Paint) (100679-1-D Through 100679-13-D)                     | LF  | 2610    | \$0.85     | \$2,218.50     | Yes      |         |
| 158                   | 237310    |      | Painted Traffic Striping/Detail 39A/40 (Paint) (100679-1-D Through 100679-13-D)                 | LF  | 200     | \$0.85     | \$170.00       | Yes      |         |
| 159                   | 237310    |      | Painted Traffic Striping/Detail 27B (Paint) (100679-1-D Through 100679-13-D)                    | LF  | 5619    | \$0.85     | \$4,776.15     | Yes      |         |
| 160                   | 237310    |      | Thermoplastic Pavement Marking / Legend - Bike w/ Arrow Symbol (100679-1-D Through 100679-13-D) | EA  | 14      | \$92.00    | \$1,288.00     | Yes      |         |
| 161                   | 237310    |      | Thermoplastic Pavement Marking /Sharrows (100679-1-D Through 100679-13-D)                       | EA  | 50      | \$172.50   | \$8,625.00     | Yes      |         |
| 162                   | 237310    |      | Install Traffic Sign on New Post (100679-1-D Through 100679-13-D)                               | EA  | 14      | \$460.00   | \$6,440.00     | Yes      |         |
| 163                   | 237310    |      | Install Traffic Sign on Existing Post (100679-1-D Through 100679-13-D)                          | EA  | 8       | \$230.00   | \$1,840.00     | Yes      |         |



## Line Item Subtotals

| Section Title         | Line Total             |
|-----------------------|------------------------|
| Main Bid              | \$19,557,474.39        |
| Additive Alternate A  | \$851,880.00           |
| Deductive Alternate B | (\$127,782.00)         |
| Additive Alternate C  | \$386,000.00           |
| Additive Alternate D  | \$974,566.66           |
| Deductive Alternate E | (\$187,496.70)         |
| Additive Alternate F  | \$25,357.65            |
| <b>Grand Total</b>    | <b>\$21,480,000.00</b> |