City of San Diego

CONTRACTOR'S NAME: ADDRESS: TELEPHONE NO.: CITY CONTACT: Jeff Soriano, 600 B Street: M.S. No. 906A, San Diego, CA 92123 Email, jsoriano@sandiego.gov Ph (619) 533-5140 Fax (619) 533-5176 NB/LJI/CG

CONTRACT DOCUMENTS



FOR

GREEN STREET MT. ABERNATHY INFILTRATION PROJECT

VOLUME 1 OF 2

BID NO.:	K-12-5306-DBB-3	
SAP NO. (WBS/IO/CC).:	B-00663	
CLIENT DEPARTMENT:	2114	
COUNCIL DISTRICT:	6	
PROJECT TYPE:	CC	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

The engineering Specifications and Special Provisio direction of the following Professional Engineer or I	ns contained herein have been prepared by or under the Licensed Architect:
	No. C48139
	Exp. 6.30.12
Professional Engineer or Licensed Architect	Seal:

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK") now contains the following distinct Contract Documents:

- 1) *Equal Opportunity Contracting Program Requirements* This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) City Supplement The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: http://www.bnibooks.com

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <u>http://www.sandiego.gov/engineering-cip/</u>

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REQUIRED DOCUMENTS SCHEDULE

This list is not exhaustive and is provided for the convenience of the Bidders. Therefore, it is not considered a Contract Document. The users must review the entire Contract Documents and become familiar with the required documentation and the submittal schedule associated with each document.

Bidder's attention is directed to the City's Municipal Code §22.0807(e),(3)-(5) for important information regarding required documentation.

The specified EOC forms are all available for download from the EOC Program's web site at:

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	BID DUE DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
9.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	Proof of Valid DBE-MBE-WBE- DVBE Certification Status e.g., Certs.
10.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	SLBE-ELBE Good Faith Documentations
11.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	Form AA60 – List of Work Made Available
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: o Joint Venture Agreement o Joint Venture License

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

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
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22.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report
23.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)
24.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report
25.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal

SPECIAL NOTICE SMALL LOCAL BUSINESS ENTERPRISES (SLBE) AND EMERGING LOCAL BUSINESS ENTERPRISES (ELBE) PROGRAM

- 1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
 - **1.1.** The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.

2. AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.

- **III. Equal Employment Opportunity Outreach Program (A). DELETE** in its entirety and **SUBSTITUTE** with the following:
 - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

3. AMENDMENTS TO THE CITY'S EOCP SLBE-ELBE REQUIREMENTS.

VIII. Subcontracting Efforts Review and Evaluation (2b)). DELETE in its entirety and SUBSTITUTE with the following:

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 for a minimum of 10 Working Days before the Bid or Proposal due date."

VIII. Subcontracting Efforts Review and Evaluation (3) and (4). DELETE in its entirety and SUBSTITUTE with the following:

3. Good Faith Effort Documentation Requirements

If the stated SLBE-ELBE subcontractor participation percentages are not met, the Bidder shall submit, within 3 Working Days of the Bid opening, information necessary to establish adequate good faith efforts were taken to meet the contract subcontractor participation percentages. The required documentation includes the following:

A. ADVERTISEMENT REQUIREMENTS

Advertisements for subcontract work must comply with the following requirements:

26. Advertisements must be published at least 10 Working Days prior to bid opening. Provide the names and dates of each publication of where the advertisement was published.

Note: The advertisement is not required to be published everyday for the 10 Working Days prior to bid opening.

- 27. There must be at least 2 advertisements published, 1 advertisement in a trade publication and 1 in a focus group publication. Additional advertising for SLBE-ELBE participation may be placed in newspapers, trade papers and on the Internet. For a listing of publications accepting advertisements, please visit the City's EOC home page at http://www.sandiego.gov/eoc/
 - 2.1 Newspaper advertisements must be in the Bids Wanted, Legal Notices section of the Classified Ads, Subcontracting Opportunities or Business Opportunities **NOT** the Employment Opportunities Section.
- 28. Advertisements must state which items or portions of work the Bidder is requesting subcontractor pricing.
 - 3.1 It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to subcontracting specified participation meet percentage and at a minimum an amount of work equal to the specified subcontracting participation If necessary to reach the specified amount. subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces or supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 29. Advertisements must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.

- 30. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
- 31. Advertisements must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 32. Bidders MUST provide proof of publication of each advertisement by providing the publication affidavit which must include a legible copy of the entire advertisement and the original ENTIRE page of the publication in which the advertisement appears.

B. SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS

Bidders must directly solicit SLBE-ELBE firms on the City's approved SLBE-ELBE list. Solicitations for Subcontractor or Supplier work must comply with the following requirements:

- 1. The solicitation must be dated and list the name of the SLBE-ELBE firm. Solicitations must be made to the SLBE-ELBE firms at least 10 Working Days prior to bid opening.
- 2. Solicitation must state which items or portions of work the Bidder is requesting subcontractor pricing.
 - 2.1 It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the specified subcontractor participation percentage and at a minimum an amount of work equal to the subcontractor participation amount. If necessary to reach the specified subcontracting participation percentage, the Work shall include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total Bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 3. Solicitation must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.

- 4. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE subcontractors in obtaining necessary equipment, supplies, or materials.
- 5. Solicitations must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 6. Bidder must solicit **ALL** SLBE-ELBE firms on the City's approved list, who have the NAICS code for the subcontract work sought by the Contractor.
- 7. Bidders must provide copies of **ALL** solicitations with one of the following forms of verification that the solicitations were sent:
 - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
 - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
 - c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

C. SLBE-ELBE WRITTEN SOLICITATION FOLLOW-UP REQUIREMENTS

Bidders must follow-up with all SLBE – ELBE firms that were notified of the subcontracting opportunities to determine their level of interest and commitment to bid the Project. When following up with the SLBE – ELBE firms, the Bidder must do the following:

- 1. Follow up communications must start no less than 5 Working Days prior to bid opening.
- 2. Bidders must follow up with all SLBE-ELBE firms in writing. Bidders must provide copies of **ALL** written follow up notices with one of the following forms of verification that the follow up notices were sent:
 - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
 - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).
 - c) If emailed: provide copies of the email delivery confirmation sheet(s).

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

- 3. Bidders must make at least 3 follow-up telephone calls to each SLBE ELBE firm at least 5 days prior to bid opening date. Bidders must submit a telephone log as identified below.
 - 3.1. Submit a telephone log, as proof of telephone call, with the following requirements: project name, name of person making the phone call, name of firm contacted, contact person's name, date of call, time of call, and details of conversation.

D. SUBCONTRACT AWARD SUMMARY

Bidders must act in good faith with interested SLBE-ELBE firms and may only reject bids for legitimate business reasons. The Bidder must submit the following documentation:

- 1. A **DETAILED** summary sheet which includes Bid item number, scope of work, Subcontractor or Supplier name, bid amount, certification type, Subcontractor or Supplier selection and reason for selection or non-selection of all the Subcontractor or Supplier that responded.
- Copies of all Subcontractor or Suppliers bids received 2. including bids for areas of work that were not included in the outreach and quotes from both certified and non-certified Subcontractors or Suppliers. Subcontractor bid amounts MUST match the bid-listed dollar amounts on form AA35 and AA40 submitted with Bidders sealed bid and the summary sheet dollar amounts MUST also match these amounts. If the Bidder decides to self-perform a scope of work, the Bidder MUST submit a detailed quote to show that the Bidder's price is competitive to the price of the subcontractors that responded to outreach efforts. All dollar amounts and scopes of work on the Subcontractor or Supplier bid must not be altered by the prime Bidder. If a revision is necessary, a revised quote must be obtained and provided. All verbal quotes MUST be substantiated by corresponding written quote from the Subcontractor or Supplier.

E. OUTREACH ASSISTANCE REQUIREMENTS

Written notice of subcontractor opportunities must be forwarded to local organizations or groups to assist with outreach efforts. When contacting local organizations or groups, the Bidder <u>must do</u> the following:

- 1. Contact a minimum of 5 local organizations or groups to provide assistance in contacting, recruiting and using SLBE-ELBE firms by written notice. For a listing of organizations or groups offering assistance, please visit the City's EOC home page at <u>http://www.sandiego.gov/eoc/</u>
- 2. Written notice must indicate the date of the notice and name of the local organization or group. Written notices must be forwarded to the organizations or groups at least 10 Workings Days prior to bid opening.
- 3. Written notice must state which items or portions of work the Bidder is requesting subcontractor pricing.
 - 3.1 It is the Bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE subcontractor participation percentage was made available to SLBE-ELBE firms. The Bidder shall make as many items of Work available as possible to meet the subcontractor participation percentage, and at a minimum an amount of work equal to the subcontracting participation amount. If necessary to reach the subcontractor participation percentage, the work should include those items normally performed by the Bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 4. Written notice must state that Plans and Specifications are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 5. Written notice must state that assistance is available from the Bidder for SLBE-ELBE Subcontractors in obtaining necessary equipment, supplies, or materials.
- 6. Written notice must state that assistance is available from the Bidder for SLBE-ELBE firms in obtaining bonding, lines of credit, or insurance.
- 7. Bidders must provide copies of **ALL** notices with one of the following forms of verification that the notices were sent:
 - a) If mailed: provide copies of the metered envelopes or certified mail receipts.
 - b) If faxed: provide copies of the fax transmittal confirmation sheet(s).

c) If emailed: provide copies of the email delivery confirmation sheet(s)..

No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

- 4. **SUBCONTRACTING PARTICIPATION PERCENTAGES.** The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified SLBE and ELBE Subcontractors.
 - **4.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	7.2%
2.	ELBE participation	15.1%
3.	Total mandatory participation	22.3%

- **4.2.** For the purpose of achieving the subcontractor participation level (percentage), Additive, Deductive, and Allowance Bid Items will not be included in the calculation.
- 5. **PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform Bidders of the submittal requirements and provisions relative to the SLBE Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the Good Faith Effort requirements of this contract.
- 6. **MANDATORY CONDITIONS.** Bid will be declared <u>non-responsive</u> if the Bidder fails the following mandatory conditions.
 - **6.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - **6.2.** Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Bid opening if the overall mandatory participation percentage is not met.
- 7. **BID DISCOUNT.** This contract **is** subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).
- **8. RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website.

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

1. RECEIPT AND OPENING OF BIDS: Bid(s) will be received at the Public Works Contracting Group at 1200 THIRD AVENUE, SUITE 200, SAN DIEGO, CA 92101 UNTIL 2:00 PM ON APRIL 17, 2012 for performing work on the following project (Project):

GREEN STREET MT. ABERNATHY INFILTRATION PROJECT

2. DESCRIPTION OF WORK: The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Furnish and install 9 infiltration basins in the Clairemont Mesa Community.Basins contain features such as PVC underdrains, HDPE Arch Chambers, amended soils, and new landscaping features that will allow for the capture and treatment of surface runoff.

The Work shall be performed in accordance with:

- Bid No. <u>K-12-5306-DBB-3</u> and Plans numbered <u>35600-1-D</u> through <u>35600-24-D</u>, inclusive.
- **3. ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is in the range of **\$750,001 to \$1,000,000**.
- **4. LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

Clairemont Mesa community between the 4400 Block of Mt. Abernathy Drive, 5800 Block of Camber Drive, 5800 Block of Bakewell Street, 4300 Block of Charing Place, 5900 Block of Charing Street, 4300 Block of Chelford Street, and 6000 Block of Clayford Street.

- 5. CONTRACT TIME: The Contract Time for completion of the Work shall be 148 Working Days.
- 6. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for the items of Work such as extended re-vegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance (i.e., Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Workers' Compensation Insurance) as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

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

Option	Classification(s)
1	CLASS A
2	CLASS C34
3	CLASS C42

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

The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.

8. PRE-BID CONFERENCE: There will be a Pre-Bid Conference to discuss the scope of the project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Purchasing & Contracting Department (P&C) Conference Room at 1200 Third Avenue, Suite 200, San Diego, CA 92101 at <u>10:00 A.M.</u>, on March 27th, 2012.

All potential bidders are encouraged to attend.

To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Purchasing & Contracting Department at (619)236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

9. CITY PROJECT MANAGER CONTACT INFORMATION:

See the cover of the Contract Documents.

- **10. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:
 - **Document No.** Filed Description PITS0504091 05-04-09 Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition PITS090110-1 09-01-10 City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update * AEC1231064 12-31-06 California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006) 769023 09-11-84 Federal Equal Employment Opportunity Standard Construction Contract Specifications and the Equal **Opportunity Clause**

1. STANDARD SPECIFICATIONS

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings*
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

2. STANDARD DRAWINGS

NOTE: *Available online under Engineering Documents and References at: <u>http://www.sandiego.gov/engineering-cip.</u>

11. WAGE RATES: Prevailing wages are not applicable to this project <u>unless specified otherwise</u> <u>on the cover page of these specifications and when included in these specifications</u>. See Funding Agency Provisions that follow this Invitation to Bid for more information.

Tony Heinrichs Director Public Works Department

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the total amount proposed, inclusive of all alternate bid items or the specified Task Order limits prior to the date of Bid submittal.

Bids from contractors who have not been pre-qualified as applicable, and Bids that exceed the maximum dollar amount at which contractors are pre-qualified, will be deemed non-responsive and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Engineering & Capital Projects Department Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- **2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- **3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 4. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- **5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS: The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- **8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- **9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- **10. QUESTIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to eBidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts).

The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, SCOPe information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Administration, Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

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

- **11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
- **12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
- **13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

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

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

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

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

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

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

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

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

15. AWARD OF CONTRACT OR REJECTION OF BIDS:

This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

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

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

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

The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

16. BID RESULTS: The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Due to time constraints, Bid results cannot be given out over the telephone.

17. THE CONTRACT: 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 10

Working 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.

The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

19. DRUG-FREE WORKPLACE:

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

20. AMERICANS WITH DISABILITIES ACT:

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.
- b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
 - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
 - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
 - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.
- 21. CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL: The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

http://www.sandiego.gov/eoc/laborcompliance/#manual.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

23. PAYROLL RECORDS: The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- **24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§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.
- **25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

26. LIMITED COMPETITION: When designated as restricted competition on the cover page, this contract may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: http://www.sandiego.gov.

27. PRE-AWARD ACTIVITIES:

<u>Pre-award Submittals</u> - The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Dick Miller, Inc.</u>, herein called "Contractor" for construction of <u>GREEN STREET MT. ABERNATHY</u> <u>INFILTRATION PROJECT</u>; Bid No. <u>K-12-5306-DBB-3</u>; in the amount of <u>FOUR HUNDRED</u> <u>TWENTY-FOUR THOUSAND EIGHTH HUNDRED SEVENTY DOLLARS AND 00/100</u> (\$424,870.00), which is comprised of the Base Bid.

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) That certain documents entitled <u>GREEN STREET MT. ABERNATHY</u> <u>INFILTRATION PROJECT</u>, on file in the office of the Public Works Department as Document No. <u>B-00663</u>, as well as all matters referenced therein.
- 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 <u>GREEN STREET MT. ABERNATHY INFILTRATION PROJECT</u>, Bid Number K-12-<u>5306-DBB-3</u>, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued) AGREEMENT

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By

By Herro Name: <u>Heather L. Strond</u> Deputy City Attorney

Print Name: <u>Downs Prior</u>, Principal Contract Specialist

7/16/12 Date:

Date: 7/13/12

CONTRACTOR

By M-F.B-

Print Name: GLEN F. BULLOCK

PRESTOONT Title:

Date: 05/17/2012

City of San Diego License No.: <u>B-2012015447</u> State Contractor's License No.: <u>380204</u>

Contract Forms (Rev. June 2011) Green Street Mt. Abernathy Infiltration Project

Bond No. 024041658 Premium: \$6,118

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND;

Dick Miller, Inc., a corporation, as principal, and The Ohio Casualty 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 FOUR HUNDRED TWENTY-FOUR THOUSAND EIGHTH HUNDRED SEVENTY DOLLARS AND 00/100 (\$424,870.00), for the faithful performance of the annexed contract, and in the sum of FOUR HUNDRED TWENTY-FOUR TWENTY-FOUR THOUSAND EIGHTH THOUSAND EIGHTH HUNDRED SEVENTY DOLLARS AND 00/100 (\$424,870.00), for the faithful performance of the annexed contract, and in the sum of FOUR HUNDRED TWENTY-FOUR TWENTY-FOUR THOUSAND EIGHTH HUNDRED SEVENTY DOLLARS AND 00/100 (\$424,870.00), for the faithful performance of laborers and materialmen designated below.

Conditions:

entst i send

If the Principal shall faithfully perform the annexed contract <u>GREEN STREET MT</u>. <u>ABERNATHY INFILTRATION PROJECT</u>, <u>Bid</u> <u>Number K-12-5306-DBB-3</u>, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

> May 16____, 2012 Dated

Approved as to Form and Legality

Dick Miller, Inc.

Principal Βv

Glen F. Bullock Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By Deputy City Attorney 7/13/12

The Ohio Casualty Insurance Company

Suppy By

Bart Stewart, Attorney-in-fact

Approved:

Downs Prior, Principal Contract Specialis

790 The City Drive South, Suite 200 Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714.634.3311

Local Telephone No. of Surety

Premium \$ 6,118

Bond No. 024041658

Contract Forms (Rev. June 2011) Green Street Mt. Abernathy Infiltration Project

HIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated Certificate No First National Insurance Company of America General Insurance Company of America Safeco Insurance Company of America POWER OF ATTORNEY KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, BART STEWART, all of the city of _____ENCINITAS ____, state of ____CALIFORNIA ____each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of April 2012 COM SCE COM First National Insurance Company of America To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day. 1029 19231953 General Insurance Company of America Not valid for mortgage, note, loan, letter of credit, bank deposit, Safeco Insurance Company of America Warnon Gregory W. Davenport, Assistant Secretary guarantees. STATE OF WASHINGTON 92 COUNTY OF KING 2012 , before me personally appeared Greaory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National On this 17th day of Apríl Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the rate or residual value foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written. DRILE PIMM CES KD Riley, Notary Rublic NOTARY PUBLIC 20 This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows: interest ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their rate. respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the currency Chairman, the President or by the officer or officers granting such power or authority. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport. Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed. I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of Mau CE CON RE COM NC By 1923 4082David M. Carey Assistant Secretary

POA - FNICA, GICA & SICA LMS_12874_041012 - 3 Company

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT			
State of California			
County of San Diego			
On <u>05-10-12</u> before me, <u>Laura Ashley</u> personally appeared <u>Bart Stewart</u>	/ Aceves, Notary Public (Here insert name and title of the officer)		
the within instrument and acknowledged to me th	lence to be the person(s) whose name(s) (s) are subscribed to at he they executed the same in his the their authorized on the instrument the person(s), or the entity upon behalf of t.		
I certify under PENALTY OF PERJURY under th is true and correct.	e laws of the State of California that the foregoing paragraph		
WITNESS my hand and official seal.	LAURA ASHLEY ACEVES Commission No. 1927951 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Comm. Expires MARCH 7, 2015		
ADDITIONAL OI	PTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM		
DESCRIPTION OF THE ATTACHED DOCUMENT	Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative		
(Title or description of attached document)	acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the		
(Title or description of attached document continued)	document carefully for proper notarial wording and attach this form if required.		
Number of Pages Document Date	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 		
(Additional information)	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). 		
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	 Print the name(s) of document signer(s) who personally appear at the time of notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they,- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). 		

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of <u>San Diego</u>		
On 17.56 May, 2012 before me,	Nicolas T. Guy, Notary Public	••
	(Here insert name and title of the officer)	
personally appeared Glen Franci	Bullock	,
who proved to me on the basis of satisfactory e	evidence to be the person(s) whose name(s) is are sub	oscribed to

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)ds/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 flis/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.

- Jux Signature of Notary Public

NICOLAS T. GUY Commission # 1950447 Notary Public - California San Diego County My Comm. Expires Sep 1, 2015

ADDITIONAL OPTIONAL INFORMATION

(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT
(Title or description of attached document)
(Title or description of attached document continued)
Number of Pages Document Date
(Additional information)
CAPACITY CLAIMED BY THE SIGNER
□ Individual (s)
Corporate Officer
(Title)
\square Partner(s)
□ Attorney-in-Fact
\Box Trustee(s)

\Box Other

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

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: GREEN STREET MT. ABERNATHY INFILTRATION PROJECT

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

Dick miller, Inc. Marchaeler (Name under which business is conducted)

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

Signed	4-F.B-
Printed Name	GLEN F. Bunack
Title	PRESTOENT

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: GREEN STREET MT. ABERNATHY INFILTRATION PROJECT

. .

I declare under penalty of perjury that I am authorized to make this certification on behalf of

Dick, mulex, Inc., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this	Day of May, 2012	•
Signed	W-F.B_	
Printed Name	GLAN F. BULLOUK	
Title	PREZIDENT	

AFFIDAVIT OF DISPOSAL

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

GREEN STREET MT. ABERNATHY INFILTRATION PROJECT

(Name of Project)

as particularly described in said contract and identified as Bid No. <u>K-12-5306-DBB-3</u>; SAP No. (WBS/CC/IO) No. <u>B-00663</u> and WHEREAS, the specifications 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	, 2	
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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

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor" and "your" as "the Contractor must" and interpret "you" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's."

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

Certificate of Compliance – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Certificate of Compliance – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

Contract Documents – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOCP Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

Limited Notice To Proceed – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

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

The Normal Working Hours shall be **7:00 AM to 5:00 PM**.

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1.2.2 Joint Venture Contractors. To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, "CONTRACT CHANGE ORDER (CCO)" with each CCO proposal. Form CC10 is available for download from the EOCP site at: http://www.sandiego.gov/eoc/pdf/cc10.pdf

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:
The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

2-5.2 Precedence of Contract Documents. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

2-5.2 Precedence of Contract Documents. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for <u>Design-Build</u> contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP)
- 11) Plans
- 12) Construction Documents (for <u>Design-Build</u> contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for <u>Design-Build</u> contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

2-5.3.1 General. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.4.1 General. ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-5.4.2 Asset Specific Red-lines (d). ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

ADD the following:

h) Slurry Seal and Asphalt Overlay Red-Lines: The Contractor shall clearly record on the City provided forms in MS Excel format the actual dates and quantity of each Bid item applied to each street segment and comments regarding each segment. The Contractor shall record reasons if no work is performed.

2-6 WORK TO BE DONE. ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to posses valid appropriate license(s) for the Work being performed.

2-7 SUBSURFACE DATA. ADD the following:

In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

1. Report of Geotechnical Evaluation dated December 31, 2009 by Ninyo & Moore and Associates.

The report(s) listed above is(are) available for review by contacting the City Project Manager or visiting:

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

2-9.1 Permanent Survey Markers. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey markers, survey monuments, lot stakes (tagged), and benchmarks. The Engineer or the owner on a Private Contract, will, at its cost, file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb or permanently cover survey markers, survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions.

2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

2-11 INSPECTION. ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

ADD: 2-17 CONTRACTOR REGISTRATION. The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <u>https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx</u>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

SECTION 3 – CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs (a) Labor, City Supplement, first and second paragraphs, DELETE in entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at http://www.sandiego.gov/eoc/pdf/payrollreport.pdf to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. First paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

4-1.5 Certificates of Compliance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

4-1.5 Certificates of Compliance. DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4-1.6 Trade Names or Equals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) no later than 5 Working Days after the determination of the Apparent Low Bidder and on a City form when provided by the City.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from the items originally specified will be identified.
 - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.

- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- 1) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.2 Commencement of Work. To the GREENBOOK and City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

The Contractor shall 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 and higher).

ADD: 6-1.8 Pre-construction Meeting.

Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory preconstruction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

ADD: 6-8.1 Completion. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.1 Completion. The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

6-8.2 Acceptance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.2 Acceptance. Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

6-8.3 Warranty. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.3 Warranty. Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
 - 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
 - 2. DWT Construction (requires manufacturer's warranty)
 - 3. LED signal modules (requires manufacturer's warranty)
 - 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.

- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

6-9 LIQUIDATED DAMAGES. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

ADD:

7-3.1 Policies and Procedures.

- a) You must 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.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

- c) You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- e) Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

ADD:

7-3.3 Rating Requirements.

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

7-3.3.1 Non-Admitted Carriers.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Eligible Surplus Lines Insurers (LESLI list).

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

ADD:

7-3.4 Evidence of Insurance.

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

ADD:

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage.

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

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured.

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

ADD:

7-3.6 Deductibles and Self-Insured Retentions.

You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD:

7-3.7 Reservation of Rights.

We reserve 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. We 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.

ADD:

7-3.8 Notice of Changes to Insurance.

You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

ADD:

7-3.9 Excess Insurance.

Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

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

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

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

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

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

7-4.1.1 Waiver of Subrogation.

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

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, DELETE item e) in its entirety.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

7-10.1 Traffic and Access. To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

7-10.2.6 Traffic Control Signs and Notices for Resurfacing and Slurry Sealing. To the first paragraph of the City Supplement ADD the following:

For each street segment in addition to resurfacing and slurry sealing, the Contractor shall be posted "NO PARKING" for any required preparatory work such as, but not limited to, damaged asphalt pavement replacement (mill & pave), crack seal, and tree trimming.

7-10.6 Traffic Plate Bridging. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
 - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
 - Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor's action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor's failure to abide by applicable safety, health, and environmental standards.

ADD: 7-21 ELECTRONIC COMMUNICATION. The Contractor shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, and transmittals to the Virtual Project Manager (VPM) website established for the Project. The Contractor shall maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule. The Contractor shall review and act on all communications addressed to the Contractor in the VPM project website. A user's guide to the VPM system is available on the City's website and will be provided to the Contractor at the preconstruction meeting. The payment for electronic communications shall be included in the various Bid items.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

ADD: 207-17.2.3 Pipe Manufacturer. Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

207-26.1.5 Polyvinyl Chloride Pipe 2" Only. To the City Supplement, DELETE in its entirety.

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

Materials, products, equipment, and apparatus are to be as noted below or acceptable equals as approved by the Engineer.

212-1 LANDSCAPE MATERIALS.

212-1.4 Plants. To the 2009 Greenbook REVISE the last paragraph to read as follows:

No pruning shall be done prior to inspection at the Nursery or on site.

ADD the following: 212-1.5.4 Herbicide.

Use glysophate, or approved equal. Glysophate shall only be used during the initial weed germination period, prior to container plant installation.

ADD the following: 212-1.5.5 Construction Fence.

A blaze orange construction fence shall be installed around the perimeter of all infiltration basins. The fence shall be Guardian – Orange, model: 82082104, manufactured by Tenax Corporation, or approved equal. The fence is manufactured in a 4'x100' roll and shall have 1.75''x1.75'' mesh openings. The Contractor is responsible for modifying the height of the fence to achieve a 2'-0'' installed height, per the Plans.

SECTION 216 – DETECTABLE WARNING TILES

216-1.2 Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

PART 3 – CONSTRUCTION METHODS

SECTION 300-EARTHWORK

300-1.4 Payment. To the City Supplement, DELETE the last 2 paragraphs and SUBSTITUTE with the following:

Payment for the removal of the trees and tree roots, regardless of the tree size, and as shown on the plans shall be included in the Contract bid price for Clearing and Grubbing.

SECTION 302 – ROADWAY SURFACING

302-5.2.1 Measurement and Payment. Payment for pavement restoration adjacent to trench will be made on a square foot basis as shown in the Bid in accordance with 302-6.8, "Measurement and Payment" for concrete streets or 302-5.9 "Measurement and Payment." Unless Bid includes separate Bid item(s), the following shall be included in the payment for pavement restoration adjacent to trench:

- a) saw-cutting existing edges,
- b) removal and disposal of existing pavement,
- c) subgrade preparation including imported backfill material,

- d) form work,
- e) placement, curing, and protection of new pavement, and
- f) placing full depth AC per CSDSD SDG-107-Type "A".

302-6.1 General. To the City Supplement, Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Prior to placing concrete, existing subgrade shall be prepared in accordance with 301-1, SUBGRADE PREPARATION."

If any existing unsuitable subgrade, as determined by the Engineer, is encountered it shall be replaced in accordance with 300-2.2, "Unsuitable Material." For Asphalt Concrete Surface streets, use attached SDG-107 drawing.

302-6.8 Measurement and payment. To the City Supplement, DELETE in its entirety.

302-13.4 Application. To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or pockets of entrapped air. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The width of sealant remaining on the surface shall not exceed 1.5" on either side of the crack. Any debris blown onto adjacent gutters, sidewalks, parkways, medians, intersections or other areas shall be removed prior to the end of the Working Day.

SECTION 303-CONCRETE AND MASONRY CONSTRUCTION

303-5.9 Measurement and Payment. ADD the following:

Payment for concrete berm and sediment forebays shown in the plans shall include all work necessary t construct in place including but not limited to; excavation, hauling, site preparation, materials and formwork.

303-5.10.2 Payment. To the City Supplement, 2nd paragraph, DELETE in its entirety and SUBSTITUTE the following: Additional concrete sidewalk and curb quantities *beyond the 15'-0*" will be paid for in accordance with the Contract unit price for additional curb and additional sidewalk.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1.6 Basis of Payment for Open Trench Installations. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Second paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The unit price bid for pipe and conduit installation shall be considered full compensation for all wyes, tees, bends, monolithic catch basin connections, and specials shown on the Plans; the removal or restoration of interfering portions of existing sewers, storm drains, and existing improvements as shown on Plans; the closing or removing of abandoned conduit and structures; the excavations of the

trench; the control of ground and surface waters; the preparation of subgrade; placing, joining and testing pipe; backfilling the trench; permanent resurfacing; disposal of excess excavation; temporary resurfacing when not a Bid item; and all other work necessary to install the pipe or conduit, complete in place.

Third paragraph, after the word "backfill" ADD: "disposal of all excess excavation,"

ADD the following:

- a) The Unit Price bid for thrust and anchor blocks shall include the payment for the thrust blocks and anchor blocks for water main 16" and larger.
- b) Thrust blocks and anchor blocks for water mains 12" and smaller shall be included in the Bid item for water mains.
- c) Payment for subsurface investigations e.g., potholing for thrust blocks and anchor blocks for water mains 16" and larger shall be included in the Bid item for water main.
- d) Payment for meter assembly shall be included in the various Bid items unless a pay item has been provided for Meter Assembly. The concrete pad, fence, gate, associated piping, and coordination with City Forces shall be included in the payment for the meter assembly.
- e) Payment for valves, fire hydrant assembly and marker, fire service assembly, fire service connection, and backflow preventer shall be included in the unit price Bid items for Valves, Fire Hydrant Assembly and Marker, Fire Service Assembly and backflow preventer, Fire Service Connection, and Backflow Preventer.
- f) Removal of existing Fire Hydrant and all appurtenant work shall be included in the Bid item for Fire Hydrant and Assembly and Marker.
- g) Payment for underdrains shall be included in the unit Bid item for "Underdrains."
- h) The quantity of filter fabric to be paid for will be measured in square yards of the area covered, not including additional fabric for overlap. The quantity of permeable material to be paid will be measured by tons.

ADD the following:

Payment for the installation of the 12 inch PVC underdrain (sub drain) shall include removal and restoration of existing AC, PCC sidewalk and driveways, curb and gutter, concrete pipe collar, and all other work and appurtenances as shown in the plans shall be paid per lineal foot.

Payment for the HDPE arch chamber shall include excavation and export, imported fill, 10 inch cleanouts, restoration of asphalt concrete, sidewalk, curb and gutter, and all other work and appurtenances as shown on the plans and according to Appendix "F" of these specifications and shall be paid per lineal foot.

ADD: 306-13.2 Pipe Separations. Pipe installation shall be in compliance with the State's health standards for separation and the following:

- a) The Contractor shall notify the Engineer immediately if sewer and water pipes, whether existing or proposed, are found to be closer than 4' horizontally or 1' vertically.
- b) When a proposed water main is installed above an existing sewer main, no connection joints shall be within 8' outside the sewer main crossing on both sides.
- c) When a proposed water main is installed below an existing sewer main, no connection joints shall be within 10' of the sewer main crossing on both sides.
- d) When a proposed sewer main is installed above an existing water main, no connection joints shall be within 10' outside the water main crossing on both sides.

- e) When a proposed sewer main is installed below an existing water main, no connection joints shall be within 4' outside the water main crossing on both sides.
- f) Dimensions shall be measured from outside pipe wall to outside pipe wall.
- g) If 1' vertical separation cannot be maintained between proposed and existing utilities, 6" 11" sand cushion per 200-1.5, "Sand" and 1" neoprene pad shall be installed as shown on Plans. The neoprene pad shall be 1" thick and wide enough to extend a minimum of 6" horizontally beyond the outside pipe wall. Neoprene pads shall have hardness between 50-70 durometers, as manufactured by Hoffmeyer Company, Industrial Rubber Supply, or approved equal. The neoprene pad shall be installed immediately below or on top of the existing utility. The sand cushion shall be placed between the neoprene pad and the proposed pipe.

306-13.3 Utility Crossings. To the City Supplement, DELETE in its entirety.

306-14 WATER SERVICES. To The City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD: 306-14 WATER SERVICES. Each service shall have its own meter unless specified otherwise on the Plans. Water Services shall conform to 207-25, "POLYVINYL CHLORIDE (PVC) PRESSURE PIPE" and 207-26, "PIPE APPURTENANCES."

ADD: 306-23 INFILTRATION BASIN. Payment for the installation of Infiltration Basin A and Basin C shall include excavation of hauling of spoils, dump fees, filter fabric, filter media per Appendix "T" 1.5 inch class 2 permeable base, sand, 6 inch PVC under drains (sub-drain), 3 inch inspection wells, removal, disposal of existing curb and gutter, protection and relocation of existing utilities and all appurtenances involved shall be made at the price bid for each basin as shown on the plans.

Payment for the installation of Infiltration Basin B shall include excavation, hauling of spoils, dump fees, removal and disposal of existing curb & gutter, filter fabric, filter media per Appendix "I", 1.5 inch class 2 permeable base, sand, 3 inch inspection wells, protection and relocation of existing utilities, and all appurtenances involved shall be made at the price bid per each basin as shown on the plans.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

Materials, products, equipment, and apparatus are to be as noted below or acceptable equals as approved by the Engineer.

308-2 EARTHWORK AND TOPSOIL PLACEMENT.

308-2.3 Topsoil Preparation and Conditioning.

308-2.3.1 General. ADD the following:

After soil preparation, hand water all planting areas for 14 calendar days to achieve weed germination.

If live weeds exist on site after watering and at the beginning of work, spray with a non-selective systemic contact herbicide, as recommended and applied by an approved licensed landscape pest control advisor and applicator. Leave sprayed plants intact for fifteen (15) days to allow systemic kill.

Clear and remove all killed weeds by grubbing off all plant parts at least ¹/₄" below the surface of the soil to be planted.

Repeat process as necessary or as directed by the Engineer.

Do not plant until herbicide manufacturer indicates planting will not be affected by herbicide residue.

Maintain site in a weed-free condition at all times. Degree of acceptability shall be solely determined by the Engineer.

308-2.4 Finish Grading. ADD the following:

Contours and finish grade shall provide for drainage to sheet and shall not channel drainage in a manner where volume and velocity of water will create surface erosion.

Use glysophate, or approved equal. Glysophate shall only be used during the initial weed germination period, prior to container plant installation.

308-4.5 Tree and Shrub Planting. ADD the following:

Soil Amendment shall not be used for this project.

ADD: 308-4.5.1 Construction Fence. The construction fence shall be secured to 1"x1"x42" wooden construction stakes using zip ties. A minimum of four zip ties shall be used per post. All top zips ties shall be stapled to the construction stake using an industrial stapler with 1/2" crown, 3/4" leg, 16-gauge staples. Stakes shall be spaced a maximum of four feet on center. Construction fence shall be removed, and properly disposed of, by the Contractor at the end of the Plant Establishment Period at no additional cost to the City. Refer to the Plans for installation details.

308-6 Plant Establishment Period. To The City Supplement, DELETE the second paragraph in its entirety, SUBSTITUTE with the following:

Maintenance shall be performed weekly or as directed by the Engineer and include Site cleanup, pruning of groundcover, shrubs, and trees, mowing, weed control, fertilization every 6 weeks, pest and fungi control, plant replacement, and mulch replenishment. An automatic irrigation system is not a part of this contract. The Contractor shall hand water all container plant material to supplement naturally occurring rainfall throughout the duration of the Plant Establishment Period. Supplemental watering shall be done at a volume and frequency to sustain, and allow establishment of, the container plant material.All weed control throughout the Plant Establishment duration shall be done by hand pulling prior to weeds reaching a height of 6-inches or setting seed, whichever comes first.

DELETE fifth paragraph in its entirety and SUBSTITUTE with the following:

The PEP shall be for a period of 120 calendar days for hand watered native seed and container stock areas for improperly maintained, appreciable plant replacement is required, or other corrective work becomes necessary. PEP may be extended by the Engineer if the planted areas are improperly maintained, appreciable plant replacement is required, or other corrective work becomes necessary. Unhealthy plant materials shall be replaced within 2 weeks from the Engineer's notification. Contractor shall be released from Plant Establishment responsibilities upon issuance of "pre-final project acceptance" by the Engineer.

308-8 PAYMENT. ADD the following

All work for the installation of the construction fencing shall be per unit pricing as shown in the plans and specifications.

SECTION 807 – RESOURCE DISCOVERIES

ADD: 807-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared A Notice of Exemption for **THE GREEN STREET MT. ABERNATHY INFILTRATION PROJECT** as referenced in the Contract Appendix.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDIX A

Notice of Exemption

NOTICE OF EXEMPTION

(Check one or both)

TO:

X RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422 FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

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

PROJECT NO .: N/A

PROJECT TITLE: MT. ABERNATHY GREEN STREET INFILTRATION

PROJECT LOCATION-SPECIFIC: Within the existing developed (asphalt concrete covered streets, concrete curbs, gutters, and sidewalks, and landscaping) public right-of-ways south of Mt. Abernathy Avenue in Bakewell Street, Camber Drive, Charing Place, and Chelford Street within the Clairemont Mesa community planningarea, San Diego, CA 92111.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The proposed project includes demolition and replacement of existing concrete curbs, pedestrian ramps, sidewalks, and landscaping. The infiltration basins are planned as part of a storm water management program to provide storm water infiltration of low flow volumes from the roadway runoff. This is proposed to be achieved by constructing vegetated planters at nine appropriate locations between existing curbs and sidewalks to absorb and filter low flows and also by replacing the existing sidewalks withnew pervious concrete sidewalks. The goal of the project is to capture and infiltrate a volume equal to the runoff from approximately the first 1/4 inch of rainfall landing within the tributary street section adjacent to each planter area.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: William Meredith, 600 B Street, MS 908A, San Diego, CA 92101 (619)533-5418

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
- () DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- () EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- (X) CATEGORICAL EXEMPTION: 15301 (EXISTING FACILITIES)/ 15302 (REPLACEMENT OR RECONSTRUCTION) 15303 (NEW CONSTRUCTION)
- () STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The project would not result in any potential significant impacts and meets theoriteria set forth in CEQA Section 15301 which allows for the demolition and removal of existing publicly owned utility services and alteration to of public facilities including streets, sidewalks, gutters which would be modified to improve and provide storm water infiltration; Section 15302 which allows for the replacement or reconstruction of existingutility systems and/or facilities involving negligible or no expansion of capacity and 15303 which allows for construction of new street improvements; and where the exceptions listed in Section 15300.2 would not apply. All work will be within the public right-of-way in an urban setting which would not result in any environmental impacts. The improvements have been designed to be consistent with the City's Storm Water Regulations.

LEAD AGENCY CONTACT PERSON: Myra Herrmann, Senior Planner

TELEPHONE: (619) 446-5372

IF FILED BY APPLICANT.

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?

() NO () YES THAT THE CITY OF SAN DIEGO AS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEOA an OCTOBER 15, 2010 RE/TITLE DATE

CHECK ONE: (X) SIGNED BY LEAD AGENCY Revised 010410mjh

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Appendix A – Notice of Exemption Green Street Mt. Abernathy Infiltration Project

APPENDIX B

Fire Hydrant Meter Program

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FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
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1. PURPOSE

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

2. <u>AUTHORITY</u>

- 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 ¹/₂" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. <u>EXCEPTIONS</u>

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

6. MOBILE METER

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

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

Water Department Director

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

APPENDIX

Administering Division:	Customer Support Division
Subject Index:	Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter
Distribution:	DI Manual Holders

City of San Diego Applicatio	n For Fire	(EXHIBIT A)	For Off NS Rec. 14-54	Tee Use Only	
Water Hydrant M	eter		Date	BY CALL	
Dohm munur WHIHB CHU	DP 610 527 74	49	Linds' Protistioner		
Caminito Cholas • San Diego, California 92105-5097 · F.	AX 619 527 31	25 Application D		ed Install Date:	
ire Hydrant Location: (Attach detailed	map, Thomas Bros.	map location or co	nstruction drawing.)		
	1.2				
pecific Use of Water:					
ny return to Sewer or Storm Drain, if s	o, explain:	× .			
		-	1		
Estimated Duration of Meter Use:		*	Check Box	x if Reclaimed Water	
Company Information	ACCOUNT OF A DATA OF			and the second	
Company Name:				15	
Mailing Address			1 1 1		
City:	State:	Zip Code:	Phone: ()	
Business License #:		*Contractor Licer	nse #:		
A copy of the Contractor's License and/or B	usiness License is requ				
Name and Title of Agent:			Phone: ()		
Site Contact Name and Title:			Phone: ()		
Pager #:	1			- 1999年の日本の1999年の	
Responsible Party Name:		. 竹田 A 20-703	Title:		
			Phone: ()		
Social Security or Cal ID #:			Flione. ()		
Signature:	*		Date:		
Guarantees payment of all charges resulting from the us	se of this meter, Insures that	employees of this organiza	tion understand the proper use	e of Fire Hydrant Meter.	
Fire Hydrant Meter I	Pomoval D	oquast	and the second second second	•	
	nellioval n	1.5			
Check Box to Request Remova		Requeste	ed Removal Date:		
Provide current Meter location if differe	ent from above:		4		
Signature:		Title:		Date:	
		Decen ()			
Phone: ()	6.2	Pager: ()			
	the state of the second se	ffice Use Only	e Alexandre en	A State of the second stat	
City Meter	eter				
CIS Account #:		Deposit Amount: \$	Fees A	mount: ;\$	
Meter Serial #:		Meter Size:	Meter Make & Style		
Backflow #:		Backflow Size:	Meter Make & Style		
Name:		Signature:		Date:	
\$1,10 \$1,05	8.45 - FOR 24 2.26 - FOR 48	HR INSTALLATI HR INSTALLATI	ON Fr.	IM App Created: 11/2/00	

*

<u>"Exhibit B"</u>

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

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

Date

Name of Responsible Party Company Name and address Account Number:

Subject:

Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter #______, located at <u>(Meter location address)</u> ends in 60 days and will be removed on or after <u>(Date authorization expires)</u>. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

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

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

Sincerely,

City of San Diego Water Department

	drant Meter	(EXHIBIT D)	NS Req:	Office Use Only FHM Fac #:
Department Relocat	e/Removal R	equesi	Date	By States
Date:	to (xxx) xxx		d-deliver to the City 707 Caminito Cholla	
Meter Information			San Diego, CA	92105
Billing Account #:		Requested Mov	e Date:	
Current Fire Hydrant Meter Locatio	n:			· · · · · · · · · · · · · · · · · · ·
New Meter Location: (Attach a det	ailed map, Thomas Bros	map location or con	struction drawing.)	1
			••	а. 1
Company Information				
Company Name:				
Mailing Address	· · · · · · · · · · · · · · · · · · ·	· ·		
City:	State:	Zip Code:	Phone: ()	
Name and Title of Requestor:			Phone: ()	· · · · · · · · · · · · · · · · · · ·
Site Contact Name and Title			Phone: ()	and the second second
Pager #:			Cell : ()	
Responsible Party Name authorizir	ng relocation fee:			•
Signature:	Title:		Date:	······································
Signature:			Date:	
·		əquest	Date:	
Signature: Fire Hydrant Mete l Check Box to Request Rem	r Removal Re	_	Date:	
Signature: Fire Hydrant Mete	r Removal Re	_		
Signature: Fire Hydrant Mete Check Box to Request Rem Provide current Meter location if dif	r Removal Re	Requested		Date:
Signature: Fire Hydrant Mete Check Box to Request Rem Provide current Meter location if dif Signature:	r Removal Re	Requested		Date:
Signature: Fire Hydrant Mete Check Box to Request Rem Provide current Meter location if dif	r Removal Re	Requested		Date:
Signature: Fire Hydrant Mete Check Box to Request Rem Provide current Meter location if dif Signature: Phone: ()	r Removal Re oval of Above Meter fferent from above: For Offi	Requested Title: Pager: ()		Date:
Signature: Fire Hydrant Metel Check Box to Request Remu Provide current Meter location if dif Signature: Phone: () CIS Account #:	r Removal Re oval of Above Meter fferent from above: For Offi	Requested Title: Pager: (Pager: (ice Use Only ees Amount: \$	Removal Date:	Date:
Signature: Fire Hydrant Mete Check Box to Request Rem Provide current Meter location if dif Signature: Phone: ()	r Removal Re oval of Above Meter fferent from above: For Offi	Requested Title: Pager: ()		Date:
Signature: Fire Hydrant Metel Check Box to Request Remu Provide current Meter location if dif Signature: Phone: () CIS Account #:	r Removal Re oval of Above Meter fferent from above: For Offi	Requested Title: Pager: (Pager: (ice Use Only ees Amount: \$	Removal Date:	Date:
Signature: Fire Hydrant Metel Check Box to Request Remu Provide current Meter location if dif Signature: Phone: () CIS Account #: Meter Serial #:	r Removal Re oval of Above Meter fferent from above:	Requested	Removal Date:	Date:

APPENDIX C

Materials Typically Accepted by Certificate of Compliance

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

Sample City Invoice

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project	Name:					Contractor's Address:					
SAP No	o. (WBS/IO/CC)										
City Pu	rchase Order No.					Contractor's Phone #: Invoice No.					
, v	nt Engineer (RE):					Contractor's Fax #: Invoice Date:					
RE Pho	one#:	RE Fax#:				Contact N	Name:		Billing Po	eriod:	
T , 11			Contra	ct Authorizati	ion		Estimate	This E	stimate	Totals to	Date
Item #	Item Description	Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00	1					
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.2	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
	Certified Payroll	LS	0,500	\$1.400.00	\$1,400.00						
12	CHANGE ORDERS	1.5	1	\$1,400.00	\$1,400.00						
Change		4,890									
Items 1	Order 1	4,890			\$11,250.00						
	-4 Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	e Order 2	LF 160,480	120	-\$55.00	(\$0,300.00)						
Items 1		100,400			\$95,000.00						
	-5 Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	8		\$78,400.00						
	e Order 3 (Close Out)	-121,500	0	\$3,000.00	\$70,100.00						
	Deduct Bid Item 3		53	-500.00	(\$26,500.00)						
	Deduct Bid Item 4	LS	-1	45,000.00	(\$45,000.00)						
Items 3	-9		1	-50,500.00	(\$50,500.00)			1	1		
								Total			
3	SUMMARY	ļ						This	\$ -	Total Billed	\$0.00
A. Original Contract Amount							Ret	tention and	d/or Escro	w Payment Sched	lule
B. App	roved Change Order 1 Thru 3						Total Rete	ntion Requ	uired as of	this billing	
C. Tota	l Authorized Amount (A+B)						Previous F	Retention W	Vithheld in	PO or in Escrow	
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n. Kell	aming Autorized Alloulit										

APPENDIX E

Location Map



APPENDIX F

HDPE Arch Chambers

HDPE Arch Chambers.

207-28.1 General.

207-28.2 Dimensions.

Each unit shall be 34.04" high, 60" wide and 102.5" long. Lay-up length shall be 8.1' (start and endunit) and 7.6' (middle unit). Each chamber has 14 ribs of approximately 3.6" in height, 3.8" wide at the top and tapering to 4.4" at the bottom. Spacing of the ribs at the bottom of the chamber is approximately 4.9" and approximately 3.2" at the top. One smaller rib sized dimensionally to effectively nest under and interlock to connect units is 2.9" high, 3.3" wide at the top of the rib, and 4.1" wide at the base. Overall height to the inside rib will be 30.44". Overall height to the outside rib will be 34.04". Invert height for 12" ID PVC pipe in side portal shall be 16.49". Invert height for 10" ID PVC pipe in side portal will be 17.49". Invert height for 8" ID PVC pipe in side portal shall be 18.49". Each unit shall be able to accept up to 12" ID PVC feed pipe in the unit's side portal, or up to 30" OD pipe in the end wall.

207-28.3 Materials.

Each chamber shall be formed from high molecular weight/high density polyethylene, with up to 50% recycled HDPE. Use of filter fabric between the soil and stone backfill layer and lining the side walls of the excavated area is required to prevent intrusion of soil or silt into the chambers and surrounding stone. Each system shall include device(s), integral to the system for the capture of sediment which can be cleaned out with a vacuum truck. Each system shall include a means for disposing the storm water throughout the system without the extra cost and square footage of a manifolding system. Each system shall require no compaction of the stone base or placement of filter fabric under the system to avoid restriction of its infiltration capabilities. Stone used will be 1.5"-2" angular, hard and washed.

207-28.4 Loading.

Each chamber shall exceed the AASHTO standard H-20 wheel load rating by over two times in order to provide sufficient loadings buffer. Each chamber shall be capable of supporting over 25' of cover.

207-28.5 Storage.

Each unit shall be able to handle 9.8 cubic feet of storage per lineal foot internally, 115 cf for the standard configuration (6" stone base above and below), and up to 161 cf with 6" of stone above, and up to 36" of stone below.

207-28.6 Fabric Interface.

TEST METHOD	TEST RESULTS
ASTM-D-4632	90 lbs.
ASTM-D-4632	50%
ASTM-D-3786	225 psi
ASTM-D-4833	65 lbs.
ASTM-D-4533	45 lbs.
ASTM-D-4355	70%
ASTM-D-4751	70 US Sieve
ASTM-D-4491	2.5 Sec 1
ASTM-D-4491	175 gal/min/ft2
	ASTM-D-4632 ASTM-D-4632 ASTM-D-3786 ASTM-D-4833 ASTM-D-4533 ASTM-D-4355 ASTM-D-4355 ASTM-D-4751 ASTM-D-4491

207-28.7 Trench Preparation.

Do not excavate trench until dry weather is forecast long enough to allow at least coverage of the infiltration arch with filter fabric prior to raining to avoid soil filling void spaces in the stone. Excavate to a width and length sufficient to accommodate the number of infiltration arches plus a minimum one foot border around the entire bed. The bottom of the bed must be level, unless otherwise specified. If the infiltration arch was designed for infiltration and heavy clays are encountered, it is recommended that pea gravel and sharp concrete sand be tilled into the top one foot of trench bed prior to placing the stone base. Do not use heavy equipment on the excavated trench bed in order to avoid soil compaction. If use of heavy equipment on the excavated trench bed cannot be avoided, scarify the trench bottom and break up soil clumps before adding the stone base. Line trench walls with a 4 – ounce non – woven filter fabric such as Mirafi 140N or 140NC, Synthetic Industries 401, or AMOCCO 4545 or 4535. Overlap adjacent filter fabric by at least 2'. Do not place filter fabric under the infiltration arches. The filter fabric will clog, restricting the infiltration capability of the infiltration arch. Unless otherwise specified, place 6" of crushed, washed, 1" to 2" hard stone on the bottom of the level and zero grade trench. If it becomes impractical to level the stone base by hand, use a low pressure, tracked dozer, not exceeding 1,100 lbs/sf, maintaining at least 6" of stone under the tracks at all times. Do not use excavated trench as a sedimentation trap or basin during construction. The fine soil particles shall accumulate at the soil boundary and restrict the infiltration capability of the system.

207-28.8 Backfilling.

Backfill soil shall be free from large stones and large organic material (e.g. tree limbs and root stumps), and shall be capable of being compacted to at least 90% of the Standard Proctor Test (AASHTO Method T – 99). If not, crusher run or other suitable backfill material shall be used. The same type of stone surrounding the infiltration arches can also be extended up to the pavement sub grade, if desired. Backfill and compaction of the soil backfill shall be achieved in lifts 6" - 8" high. Grading of lifts should start in one corner of the system with a low pressure, tracked dozer, with a pressure not exceeding 1,100 lbs/sf, keeping at least 1' of fill in front of the blade at all times. Compact lifts to 90% Standard Proctor with tracked vehicles not exceeding 1,100 lbs/sf, or with a hand operated compactor or vibratory roller not exceeding a dynamic force of 20,000 lbs. Restrict wheeled vehicles to a maximum axle load of 8,000 pounds with 6" of fill over the infiltration arches and 16,000 pounds with 12" of fill. Keep the infiltration arch closed or protected from receiving sediment until the site is completely stabilized.

APPENDIX G

Open Trench and Backfill For Storm Drains Detail, Trench Resurfacing for Asphalt Concrete Surfaced Streets



-		TYPE B	
	ASPHALT	ASPHALT PLUS BASE	CONCRETE
MIX DESIGN	34" TYPE III CLASS B3	34" TYPE III CLASS B3 PLUS CLASS II BASE	560-C-3250
ALLEYS	8.0*	ASPHALT THICKNESS TO EQUAL	5.5"
LOCAL THROUGH 4 LANE COLLECTORS	10.0"	EXISTING PLUS 1", MIN 4" TO MAX 9".	7.0"
MAJOR OR GREATERS	12.0"	COMBINED ASPHALT PLUS BASE 18" MIN,	9.0*

NOTES:

- 1. ANY STREET TRENCH 7 FEET IN WIDTH OR GREATER AND LONGER THAN 100 FEET IN OVERALL LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113).
- 2. ASPHALT TRENCH CAPS IN STREETS NOT RECEIVING A FULL WIDTH OVERLAY PRIOR TO ACCEPTANCE SHALL BE MILLED AS SHOWN AND RESURFACED WITH 1/2" TYPE III CLASS C2 ASPHALT NO LESS THAN 30 DAYS AFTER INITIAL ASPHALT PLACEMENT.
- 3. 560-C-3250 CONCRETE TREATED WITH A MINIMUM 2% CALCIUM CHLORIDE SOLUTION IN ACCORDANCE WITH 201-1 OR 650-CW-4000 (WO CC) CONCRETE MAY BE OPENED TO TRAFFIC 3 DAYS AFTER IT IS PLACED. 650-CW-4000 CONCRETE TREATED IN SAME MANNER (WCC) MAY BE OPENED TO TRAFFIC 24 HOURS AFTER IT IS PLACED. CONCRETE SPECIFIED BY ALTERNATE CLASS OR OTHERWISE CONTAINING FLY ASH IS NOT ALLOWED.
- 4. USE TYPE "A" UNLESS SPECIFIED OR AUTHORIZED OTHERWISE BY THE CITY ENGINEER.

REVISION	BY	APPROVED	DATE V2459	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
UPDATED	KA	A, OSKOUI	0940	TRENCH RESURFACING FOR ASPHALT	COORDINATOR R.C.E 65271 DATE
				CONCRETE SURFACED STREETS	DRAWING SDG-107
nnendiv	لما	Chen Tr	L anch and I	A set fill For Storm Draine Datail Trench Recurfacing for Aenhalt Con	Crete Surfaced Streets 83 Pag

Appendix G – Open Trench and Backfill For Storm Drains Detail, Trench Resurfacing for Asphalt Concrete Surfaced Streets – 83 | Fage Green Street Mt. Abernathy Infiltration Project



NOTES

- 1. EXISTING CONCRETE PAVEMENT SHALL BE REMOVED.
- 2. PRIOR TO PLACING CONCRETE, PAVEMENT EDGES SHALL BE TRIMMED TO NEAT HORIZONTAL AND VERTICAL LINES.
- 3. UNLESS OTHERWISE SPECIFIED, CONCRETE TRENCH COVER SHALL BE A MINIMUM OF 5 1/2" FOR ALLEYS, 7" FOR LOCAL THROUGH FOUR LANE COLLECTOR STREETS AND 9" THICK FOR ALL MAJOR OR GREATER STREET CLASSIFICATIONS.
- 4. ANY STREET TRENCH 7" IN WIDTH OR GREATER AND LONGER THAN 100' IN LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113). STREET TRENCH SECTIONS 7' IN WIDTH OR GREATER BUT LESS THAN 100' IN OVERALL LENGTH SHALL BE RESURFACED TO A THICKNESS OF 1" GREATER THAN REQUIRED BY NOTE 3 ABOVE.

* IN FOUR-LANE MAJOR OR GREATER STREETS, AN APPROVED SET ACCELERATING ADMIXTURE SUCH AS CALCIUM CHLORIDE, SHALL BE USED IN THE CONCRETE.

n - 						
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDAROS COMMITTEE	
ORIGINAL		J.CASEY	01/89	CITI OF SAN DIEGO - STANDAND DRAWING		
UPDATED	KA	A. OSKOUI	oeno	TRENCH RESURFACING FOR PCC	COORDINATOR R.C.E. 66271 DATE	
				SURFACED STREETS Backfill For Storm Drains Detail, Trench Resurfacing for Asphalt Con	DRAWING SDG-108	
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Green Sti	reet	Mt. Aberi	nathy Infil	tration Project		

APPENDIX H

Curb Ramp Type A, B, and C-2 Detail



Appendix H – Curb Ramp Type A, B, and C-2 Detail



Green Street Mt. Abernathy Infiltration Project Appendix H – Curb Ramp Type A, B, and C-2 Detail

APPENDIX I

Filter Media (Infiltration Basin)

Infiltration Basin – Filter Media Specifications

Project Title: Mt. Abernathy Green Street Infiltration Project, City of San Diego. Date: December 2011

Part 1 – GENERAL

SUBMITTALS

- A. Product Data and Samples: Furnish copies of manufacturer's literature and laboratory analytical data for review of the following item:
 - 1. Filter Media Mix for Bioretention Basin, 1 quart
- B. Test Reports: Submit the results of the following test to the Engineer:
 - 1. Filter Media Mix for Bioretention Basins:
 - a) Provide certifications from the soil supplier or an accredited laboratory that the Filter Media Mix meets the requirements of this guideline specification.
 - b) Results from Test ASTM F1815-06 Method A [saturated hydraulic conductivity], and ASTM D 422 [grain size analysis]. Approved testing labs include:
 - i. Southern California Soil & Testing, Inc. 619-280-4321
 - ii. Equivalent testing laboratories approved for construction material testing by the City of San Diego (www.sandiego.gov/development-services/industry/pdf/testlabs.pdf)
 - c) Describes equipment and methods used to mix the sand and compost to produce Filter Media Mix.
 - d) Provide the following information about the testing laboratory(ies) name of laboratory(ies) including:
 - i. contact person(s)
 - ii. address(es)
 - iii. phone contact(s)
 - iv. e-mail address(es)

Part 2 - PRODUCTS

- A. Filter Media Mix for Bioretention Basins:
 - 1) Shall be provided by 'A-1 Bio-Swale Soil' as supplied by Hanson Aggregates, San Diego, CA. 858-577-2727 or approved equal.
 - 2) Shall be loamy sand that maintains a minimum percolation rate of 5" per hour throughout the life of the facility, and it must be suitable for maintaining plant life.
 - 3) Shall consist of 50 to 60% sand, 10 to 20% fine sand, 20 to 25% organics, by volume.
 - 4) Sand for Filter Media Mix shall:
 - i) Be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.
 - Shall be analyzed by an accredited lab using #200, #100, #40, #30, #16. #8, #4, and 3/8 inch sieves (ASTM D 422 or as approved by City of San Diego), and meet the following gradation:

Sieve Size	Percen	Percent Passing (by weight)			
	Min	Max			
3/8 inch	100	100			
No. 4	90	100			
No. 8	70	100			
No. 16	40	95			
No. 30	15	70			
No. 40	5	55			
No. 100	0	15			
No. 200	0	5			

Note all sands complying with ASTM C33 for fine aggregate comply with the above gradation requirements.

- 5) Filter Media Mix shall be supplied from one single approved production batch meeting specifications and testing requirements identified in section xx, or if additional batches are required, provide new testing results as identified in section xx that demonstrate the Filter Media Mix meets specifications.
- 6) Initially delivered batch from approved Soil Filter Mix stockpile shall be:
 - i. Tested using ASTM F1815-06 Method A to confirm that the percolation rate meets specifications prior to installation. Approved testing labs include:
 - Southern California Soil & Testing, Inc. 619-280-4321
 - Equivalent testing laboratories approved for construction material testing by the City of San Diego (www.sandiego.gov/development services/industry/pdf/testlabs.pdf)
- 7) Each delivered batch of Filter Media Mix for Bioretention Basins shall be:
 - i) Mixed upon arrival on site to ensure that the material is well-graded and contains no gaps in the particle size range.
 - ii) Accompanied by a certification letter from the supplier verifying that the material meets specifications and is supplied from the approved Soil Filter Mix stockpile.
- 8) Filter Media Mix shall not contain >5% fines (silt and clay) content.
- 9) Filter Media Mix percolation rate shall be a minimum of 5 inches per hour and no more than 10 inches per hour.
- B. Transition Layer shall be course sand (nominal size 1 to 2 mm).
- C. Drainage Rock shall be AASHTO or CalTrans equivalent (e.g AASHTO No 57) with no fines.

Part 3 - EXECUTION

- A. Bioretention Basin Bed Protection: Stormwater shall not be allowed to enter the bioretention basins until all construction and staging upstream and one block downstream is complete thereby reducing impacts on the Filter Media Mix from high sediment loads associated with construction. All inlets to the bio-infiltration beds should be blocked to eliminate inflow of stormwater.
- B. In-situ Percolation Testing Filter Media Mix: Conduct an in-situ percolation rate test within bioretention basins for a test area of at least 2' by 2'. Methodology shall include soil saturation following by a percolations test. For saturation, continuously add water to the test area to saturate the formation (minimum saturation period of 2 hours). To complete percolation test, add water to the test area while keeping the water height constant (minimum test 4 hours). Record the volume of the added water and time during the testing. Percolation

rate is linearly proportional to the volume of the added water. In-situ percolation shall be a minimum rate of 5 inches per hour and a maximum rate of 10 inches per hour.

- C. Failure of Percolation Test:
 - 1. Report in writing to the Engineer all areas not passing these tests, and all soil conditions that the Contractor considers detrimental to drainage/percolation.
 - 2. The Contractor is to use recommendations as provided by the Engineer and make a proposal that states condition, and cost estimate for correcting the unsatisfactory conditions.
 - 3. Obtain the Engineer's instructions prior to proceeding with the work.
 - 4. Re-test after corrections have been made under the direction of the Engineer.
 - 5. Failure to perform drainage tests, and/or to notify the Engineer in writing of the conditions specified above, renders the Contractor responsible for all bioretention basin/drainage failure that occurs, as determined by the Engineer.

City of San Diego

ADDENDUM "A"



FOR

GREEN STREET MT. ABERNATHY INFILTRATION PROJECT

VOLUME 1 OF 2

BID NO.:	K-12-5306-DBB-3
SAP NO. (WBS/IO/CC).:	B-00663
CLIENT DEPARTMENT:	2114
COUNCIL DISTRICT:	6
PROJECT TYPE:	CC

Engineer of Work Certification:

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Professional Engineer or Licensed Architect:
Mo. C43139 Epi6.30.N. CML CML CML CML CML CML CML CML CML CML

A. For which proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, 92101 until **2:00 PM on <u>April 17, 2012.</u>**

B. 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.

C. BIDDER's QUESTIONS

- Q1. Item 11 Forebay Is drawing # C-12 the entire scope of this item of work?
- A1. Yes, all work pertaining to the sediment forebay's are found on sheet C-12 of the plans.

D. CLARIFICATIONS:

1. Information and requirements for the 12 inch PVC pipe are located in Section E, Volume 1, item 3 of this Addendum "A."

E. VOLUME 1:

- 1. To the INVITATION TO BIDS, page 13, Item 2 DESCRIPTION OF WORK, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - **2. DESCRIPTION OF WORK:** The work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Furnish and install 9 infiltration basins in the Clairemont Mesa Community. Basins shall have features such as PVC underdrains, HDPE Arch Chambers, amended soils, and new landscaping features that will allow for the capture and treatment of surface runoff.

The work shall be performed in accordance with:

- Bid No. K-12-5306-DBB-3 and plans numbered 35600-1-D through 35600-23-D.
- To the SUPPLEMENTARY SPECIAL PROVISIONS (SSP), SECTION 306 UNDERGROUND CONDUIT CONSTRUCTION, Subsection 306-23, INFILTRATION BASIN, page 53, DELETE in its entirety and SUBSTITUTE with the following:

ADD: 306-23 INFILTRATION BASIN. Payment for the installation of Basin A and Basin C shall include excavation, hauling of spoils, dump fees, filter fabric, filter media per Appendix "I", 1.5 inch class 2 permeable base, sand, 6 inch PVC under drains (sub drain), 3 inch inspection wells, removal and disposal of existing curb and gutter, locating and protecting existing services, coordination with SDG&E to sleeve gas services, wrapping of sewer laterals in 30 mil plastic wrap, shall be made at the price for each basin as shown on the plans.

Payment for the installation of Basin B shall include excavation, hauling of spoils, dump fees, removal and disposal of existing curb and gutter, filter fabric, filter media per Appendix "I", 1.5 inch class 2 permeable base, sand, 3 inch inspection wells, locating and protecting existing services, coordination with SDG&E to sleeve gas services, wrapping of sewer laterals in 30 mil plastic wrap, shall be made at the price for each basin as shown on the plans.

- 3. To APPENDIX I, Filter Media (Infiltration Basin), pages 88 through 91, **DELETE** in their entirety and **SUBSTITUTE** with pages 4 of 8 through 7 of 8 of this ADDENDUM "A".
- 4. To the 2010 WHITEBOOK, SECTION 207 PIPE, subsection 207-17.1 General, page 133, **DELETE** the first sentence and **REPLACE** with the following:

This subsection applies to the requirement of unplasticized polyvinyl chloride (PVC) plastic pipe for storm drains, gravity flow sewers, and house connection sewers.

F. PLANS

1. To the Project Plans, Drawing number 35600-12-D, Sheet C-10, **DELETE** in its entirety and **REPLACE** with page 8 of 8 of this Addendum "A".

Tony Heinrichs, Director Public Works Department

Dated: *April 9, 2012,* San Diego, California

TH/nb/cg/lji

APPENDIX I

Filter Media (Infiltration Basin)

Infiltration Basin – Filter Media Specifications

Project Title: Mt. Abernathy Green Street Infiltration Project, City of San Diego. Date: December 2011

Part 1 – GENERAL

SUBMITTALS

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 - 1. Filter Media Mix for Bioretention Basins:
 - a) Provide certifications from the soil supplier or an accredited laboratory that the Filter Media Mix meets the requirements of this guideline specification.
 - b) Results from Test ASTM F1815-06 Method A [saturated hydraulic conductivity], and ASTM D 422 [grain size analysis]. Approved testing labs include:
 - i. Southern California Soil & Testing, Inc. 619-280-4321
 - ii. Equivalent testing laboratories approved for construction material testing by the City of San Diego (www.sandiego.gov/development-services/industry/pdf/testlabs.pdf)
 - c) Describes equipment and methods used to mix the sand and compost to produce Filter Media Mix.
 - d) Provide the following information about the testing laboratory(ies) name of laboratory(ies) including:
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 - 2) Shall be loamy sand that maintains a minimum percolation rate of 5" per hour throughout the life of the facility, and it must be suitable for maintaining plant life.
 - 3) Shall consist of 50 to 60% sand, 10 to 20% fine sand, 20 to 25% organics, by volume.
 - 4) Sand for Filter Media Mix shall:
 - i) Be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.
 - ii) Shall be analyzed by an accredited lab using #200, #100, #40, #30, #16. #8, #4, and 3/8 inch sieves (ASTM D 422 or as approved by City of San Diego), and meet the following gradation:

Sieve Size	Percent	Percent Passing (by weight)			
	Min	Max			
3/8 inch	100	100			
No. 4	90	100			
No. 8	70	100			
No. 16	40	95			
No. 30	15	70			
No. 40	5	55			
No. 100	0	15			
No. 200	0	5			

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- 5) Filter Media Mix shall be supplied from one single approved production batch meeting specifications and testing requirements identified in section xx, or if additional batches are required, provide new testing results as identified in section xx that demonstrate the Filter Media Mix meets specifications.
- 6) Initially delivered batch from approved Soil Filter Mix stockpile shall be:
 - i. Tested using ASTM F1815-06 Method A to confirm that the percolation rate meets specifications prior to installation. Approved testing labs include:
 - Southern California Soil & Testing, Inc. 619-280-4321
 - Equivalent testing laboratories approved for construction material testing by the City of San Diego (www.sandiego.gov/development services/industry/pdf/testlabs.pdf)
- 7) Each delivered batch of Filter Media Mix for Bioretention Basins shall be:
 - i) Mixed upon arrival on site to ensure that the material is well-graded and contains no gaps in the particle size range.
 - ii) Accompanied by a certification letter from the supplier verifying that the material meets specifications and is supplied from the approved Soil Filter Mix stockpile.
- 8) Filter Media Mix shall not contain >5% fines (silt and clay) content.
- 9) Filter Media Mix percolation rate shall be a minimum of 5 inches per hour and no more than 10 inches per hour.
- B. Transition Layer shall be course sand (nominal size 1 to 2 mm).
- C. Drainage Rock shall be AASHTO or CalTrans equivalent (e.g AASHTO No 57) with no fines.

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- A. Bioretention Basin Bed Protection: Stormwater shall not be allowed to enter the bioretention basins until all construction and staging upstream and one block downstream is complete thereby reducing impacts on the Filter Media Mix from high sediment loads associated with construction. All inlets to the bio-infiltration beds should be blocked to eliminate inflow of stormwater.
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- C. Failure of Percolation Test:
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 - 5. Failure to perform drainage tests, and/or to notify the Engineer in writing of the conditions specified above, renders the Contractor responsible for all bioretention basin/drainage failure that occurs, as determined by the Engineer.



Green Street Mt. Abernathy Infiltration Project

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Page 8 of 8



City of San Diego

CONTRACTOR'S NAME:__

ADDRESS:_____ TELEPHONE NO.:

FAX NO.:

CITY CONTACT: Jeff Soriano, 600 B Street: M.S. No. 906A, San Diego, CA 92123 Email, jsoriano@sandiego.gov Ph (619) 533-5140 Fax (619) 533-5176

CONTRACT DOCUMENTS



FOR

GREENSTREETMT.INFILTRATION PROJECT

MT. ABERNATHY

VOLUME 2 OF 2

BID NO.:	K-12-5306-DBB-3	
SAP NO. (WBS/IO/CC):	B-00663	
CLIENT DEPARTMENT:	2114	
COUNCIL DISTRICT:	6	
PROJECT TYPE:	CC	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO INVITATION TO BIDS FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

DESCRIPTION

PAGE NUMBER

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PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted	a ta an	<u></u>
(2) Signature (Given and surname) of proprietor		
(3) Place of Business (Street & Number)		· · · · · · · · · · · · · · · · · · ·
(4) City and State		Zip Code
(5) Telephone No	Facsimile No	
IF A PARTNERSHIP, SIGN HERE:		
(1) Name under which business is conducted		

(2) Name of each member of partnership [indicate character of each partner, general or special (limited):

Proposal (Rev. June 2011) Green Street Mt. Abernathy Infiltration Project

B	ID	D	IN	G	D	00	CU	ME	NTS

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

¢

	Full Name and	Character of partn	er		·····		
			······	·····			·
(4)	Place of Busin	ess (Street & Numb	ber)		Zin Cod	· · · · · · · · · · · · · · · · · · ·	
(5)	Telephone No	ess (Street & Numl		Facsimile	Zip Cou No.	e	
(0)	retephone ree.	·····					
<u>IF A C</u>	ORPORATIO	<u>n, sign here:</u>					
(1)	Name under w	hich business is co	nducted	DIC	CK MILLER INC	<u>C</u>	
(2)	Signature, with official title of officer authorized to sign for the corporation:						
	. A	-F.B	·····				
		(Signatu	ure)		-		
			,				
	·		LOCK		-		
		(Printed N	ame)				
		PRESIDE	ENT				
		(Title of C	officer)		-		
		``	· ·		(Impress Co	orporate Se	eal Here)
(2)	T	- 1- 4 the 1-200 of the	State of				
(3)	Place of Busin	nder the laws of the	er)	CALIFORNIA DWALK, SUITE G Zip Code 92078 Io. 760-741-6178			
(5)	City and State	SA	SAN MARCOS, CA		A Zip Code		078
(6)	Telephone No.	760-471	-6843	Facsimile	No76	50-741-617	8
In acco	ordance with the	SECTIONS MUS "INVITATION 7 g classification(s) 1	TO BIDS", the	bidder holds	s a California	. State Co:	
LICEN	SE CLASSIFIC	ATION		Α			.
LICEN	SE NO	380204	EXPIRES	S	6/30	,2_	013
		tion must also be in the bid envelope i			*	. Failure	to show
TAX II	DENTIFICATIO	ON NUMBER (TIN	I):				
E-Mail	Address:		gbullock@di	ckmillerinc.co	m		

Proposal (Rev. June 2011) Green Street Mt. Abernathy Infiltration Project

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature <u>u</u> - F. B	Title	PRESIDENT	
SUBSCRIBED AND SWORN TO BEFORE ME, THIS		DAY OF Aprul	,2 <u>OD</u>
Notary Public in and for the County of SAN OIB	60	_, State of	
auneles. Jennan	<u> </u>		
(NOTARIAL SEAL)	a	·	
		RUSSELL D. TENNES Commission No. 19674 NOTARY PUBLIC - CALIFO SAN DIEGO COUNTY	76 Q RNIA B

Proposal (Rev. June 2011) Green Street Mt. Abernathy Infiltration Project

Commission Expires February 21, 2016

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS.

That Dick Miller, Inc.

The Ohio Casualty Insurance Company

as Principal, and

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 saverally, 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

Bid No. K-12-5306-DBB-3 / Green Street Mt. Abernathy Infiltration Project

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Invitation to 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	2nd	day of	April	, 20 _12	
Dick Miller, Inc.	(SEAL)	The Ohio Casu	alty Insurance Co	ompany (SEAL)	
(Principal)		1	(Surety)	7	
By: M-F.B_		By:		Sant	-
(Signature)			Bart Ste	wart, Attorney-in-Fact	

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Bid Bond (Rev. June 2011) Green Street Mt. Abernathy Infiltration Project 6 | Page

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4814828

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

THE OHIO CASUALTY INSURANCE COMPANY FAIRFIELD, OHIO POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company (the "Company"), an Ohio corporation, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint BART STEWART, ALL OF THE CITY OF ENCINITAS. STATE OF CALIFORNIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth In their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

By the following instrument the Chairman or the President has authorized the officer or other official named therein to appoint attorneys-in-fact:

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day. Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of The Ohio Casualty Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania, this 29th day of ____ August 2011



THE OHIO CASUALTY INSURANCE COMPANY

Rν

David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA SS COUNTY OF MONTGOMERY

On this 29th day of ., <u>2011</u>, before me, a Notary Public, personally came <u>David M. Carey</u>, to me known, and acknowledged that August he is an Assistant Secretary of The Ohio Casualty Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of The Ohio Casualty Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

CERTIFICATE

loan, letter of credit, bank deposit,

Not valid for mortgage, note,

interest

rate.

currency

rate or residual value guarantees.

Consonwered 05

Notarial Seal Teress Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires Mar. 28, 2013 Member Pennsylvaria Association of Nolarias

Teresa Pastella, Notary Public

I, the undersigned, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 200 day of DRII , 2012



Gregory W. Davenport, Assistant Secretary
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On <u>4/2/2012</u> before me, <u>Laura Ashley Aceves, Notary Public</u> (Here insert name and title of the officer)

personally appeared Bart Stewart

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is yare subscribed to the within instrument and acknowledged to me that he the they executed the same in his ther 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.

ny hand and official seal.

Public

LAURA ASHLEY ACEVES Commission No. 1927951 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Comm. Expires MARCH 7, 2015

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

	(Title or description of attached document)
(T	itle or description of attached document continued)
Number	of Pages Document Date
	· · · · · · · · · · · · · · · · · · ·
	(Additional information)
CAPAC	ITY CLAIMED BY THE SIGNER
	Individual (s)
	Corporate Officer
	(Title)
	Partner(s)
X	
	Trustee(s)
	Other

INSTRUCTIONS FOR COMPLETING THIS FORM

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

- · State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ٠ Additional information is not required but could help to ensure this , acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date. ٠ ÷ Indicate the capacity claimed by the signer. If the claimed capacity is a
 - corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)		
County of San (5186-U		}		_
On Apr 117,20	before m	ne, Russello,	TENNESSA Here Insert Name	And Title of the Officer	Russic,
personally appeared	GLEN	F. BUL	LOCK Name(s) of Signer(s)		
يىر. ئ	and the second		, ,		

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.

1) Cussepp D Signature_ Signature of Notary

Place Notary Seal Above

- OPTIONAL ·

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

_____ Number of Pages: _____

Signer(s) Other Than Named Above: ____

Capacity(ies) Claimed by Signer(s)

Signer's Name:		Signer's Name:	
🗋 Individual		🗆 Individual	
□ Corporate Officer — Title(s):		Corporate Officer — Title(s):	· · · · · · · · · · · · · · · · · · ·
Partner — I Limited General	BIGHTTHIMBPRINT	🗆 Partner — 🗆 Limited 🖾 General	RIGHT THUMBPRINT
Attorney in Fact	RIGHT THUMBPRINT OF SIGNER	Attorney in Fact	OF SIGNER
□ Trustee	Top of thumb here	Trustee	Top of thumb here
Guardian or Conservator		Guardian or Conservator	
Other:		Other:	
Signer Is Representing:		Signer Is Representing:	

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NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California)	
County of	SAN DIEGO) ss.)	
	GLEN BUL	LOCK	, being first duly sworn, deposes and
says that he or she	is	PRESIDENT	of the party making the foregoing

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

Signed: GLEN BULLOCK, PRESIDENT Title: day of APRIL.20 12 Subscribed and sworn to before me this ugaele D malge Notary Public



Non-collusion Affidavit (Rev. June 2011) Green Street Mt. Abernathy Infiltration Project 7 | Page

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

✓

Π

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 ten 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:

4 10 10 10 10 10 10 10 10 10 10 10 10 10			
.	······································		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		· · · · · · · · · · · · · · · · · · ·	·····
*** : <u>***</u> ******************************		9	
			· · · · · · · · · · · · · · · · · · ·
Contractor Norma	DICK	AILLER, INC.	
	GLEN BULLOCK		PRESIDENT
Certified By	Name	Title	
	M-FB-	Date	4/17/12
	Signature		······································

USE ADDITIONAL FORMS AS NECESSARY

Contractors Certification of Pending Actions (Rev. June 2011) Green Street Mt. Abernathy Infiltration Project

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact: CITY OF SAN DIEGO EQUAL BENEFITS PROGRAM 202 C Street, MS 9A, San Diego, CA 92101 Phone (619) 533-3948 Fax (619) 533-3220

	CO	MPANY INFORMA	TION	
Company Name:	DICK MILLER, INC.		Contact Name:	GLEN BULLOCK
Company Address	; 930 BOARDWAY, STE G, SAN M	IAROCS, CA	Contact Phone:	760-471-6842
			Contact Email:	gbullock@dickmillerinc.com
	CO	NTRACT INFORMA	TION	
Contract Title:	GREEN STREET MT. ABE	RNATHY INFILTRA	TION PROJECT	Start Date: N/A
Contract Number	r (if no number, state location):	K-12-5306	-DBB-3	End Date: N/A
	SUMMARY OF EQUAL	BENEFITS ORDIN	IANCE REQUIREMENTS	
	s Ordinance [EBO] requires the City to e lefined in SDMC §22.4302 for the duratior			ify they will provide and maintain
	all offer equal benefits to employees with :		-	
	clude health, dental, vision insurance; p ation expenses; employee assistance prog			
· ·	not offer an employee with a spouse, is n			•
Contractor shi periods.	all post notice of firm's equal benefits polic	cy in the workplace an	d notify employees at time c	f hire and during open enrollment
1 .	all allow City access to records, when requ	uested. to confirm con	opliance with EBO requireme	ents.
	all submit EBO Certification of Compliance			
NOTE: This summar	y is provided for convenience. Full text of the E	BO and Rules Impleme	nting the EBO are available at μ	www.sandiego.gov/administration.
	CONTRACTOR EQUA	L BENEFITS ORDI	VANCE CERTIFICATION	
Please Indicate you	ur firm's compliance status with the EBO.	The City may request	supporting documentation.	
\checkmark	I affirm compliance with the EBO becau	se my firm <i>(contracto</i>	r must <u>select one</u> reason):	
	Provides equal benefits to spour	•		
	Provides no benefits to spouses	or domestic partners		
	 Has no employees. Has collective bargaining agree 	mont(a) in place prior	to lonuony 1 2011 that has	not been reported or every
		menu(s) in place phor	to January 1, 2011, that has	not been renewed of expired.
	I request the City's approval to pay affect reasonable effort but is not able to provid of a cash equivalent for benefits available effort to extend all available benefits to d	le equal benefits upor e to spouses but not d	contract award. I agree to n	otify employees of the availability
	y contractor to knowingly submit any false rd, amendment, or administration of any c			or cash equivalent associated with
understands the re	perjury under laws of the State of Californ equirements of the Equal Benefits Ordina ent if authorized by the City.			
	BULLOCK, PRESIDENT	U L	1-E.R.	4/17/12
N	lame/Title of Signatory		Signature	Date
		OFFICIAL CITY US		
Receipt Date:	EBO Analyst:	□ Approved	□ Not Approved – Reas	on:

rev 02/15/2011

BIDDING DOCUMENTS PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description Unit Pric		Extension		
BASE BID									
1.	3	EA	237110	306-23	Infiltration Basin A (A-1, A-2, A-3)	\$ 8,300.00	\$ 24,900.00		
2.	3	ĒA	237110	306-23	Infiltration Basin B (B-1, B-2, B-3)	\$ 21,000.00	\$ 63,000.00		
3.	3	EA	237110	306-23	Infiltration Basin C (C-1, C-2, C-3)	\$ 19,000.00	\$ 57,000.00		
4.	18	EA	237110	306-1.6	8 inch cleanouts	\$ 1,100.00	\$ 19,800.00		
5.	321	SF	237110	303-5.9	Concrete Berm	\$ 7.00	\$ 2,247.00		
6.	2	EA	237310	303-5.10.2	Type A Curb Ramp w/Detectable Warning Tiles	\$ 2,100.00	\$ 4,200.00		
7.	6	EA	237310	303-5.10.2	Type C-2 Curb Ramp w/Detectable Warning Tiles	\$ 2,000.00	\$ 12,000.00		
8.	663	LF	237110	306-1.6	12 inch PVC Sub Drain	\$ 90.00	\$ 59,670.00		
9.	1,210	LF	237310	308-8	Construction Fencing	\$ 0.70	\$ 847.00		
10.	220	LF	237110	306-1.6	HDPE Arch Chamber	\$ 275.00	\$ 60,500.00		
11.	59	EA	237110	303-5.9	Sediment Forebay	\$ 134.00	\$ 7,906.00		
12.	1	LS	561730	308-8	Landscape Planting Material	\searrow	\$ 27,000.00		
13.	1	LS	237310	7-10.2.3	Traffic Control	\searrow	\$ 2,500.00		
14.	1	LS	238990	7-9.1	Video Taping of Pre-Existing Conditions	\triangleright	\$ 500.00		
15.	1	LS	237990	801-2.4	WPCP-Program Implementation	\geq	\$ 1,700.00		
16.	1	LS	541330	801-2.4	WPCP-Program Development	\searrow	\$ 900.00		
17.	1	LS	237110	2-4.1	Bonds-Payment and Performance	\square	\$ 8,200.00		
18.	1	LS	237110	9-3.4.1	Mobilization	\geq	\$ 36,000.00		
19.	1	LS	237110	300-1.4	Clearing & Grubbing	\geq	\$ 4,000.00		
20.	1	AL	237110	9-3.5	Field Orders	\geq	\$32,000.00		
					ESTIMATED TOTAL	BASE BID:	\$ 424,870.00		

Proposal (BID) (Rev. June 2011) Green Street Mt. Abernathy Infiltration Project 10 | Page

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 20 inclusive) amount written in words:

FOUR HUNDRED TWENTY FOUR THOUSAND, EIGHT HUNDRED SEVENTY DOLLARS AND NO CENTS

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

GLEN BULLOCK, PRESIDENT, SECRETARY, TREASURER

RICHARD MILLER, VICE-PRESIDENT

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

Bidder:	DICK MILLER, INC.	
Title:	GLEN BULLOCK, PRESIDENT, SECRETARY, TREASURER; RICHARD MILLER VICE-PRESIDENT	
Business Address:	930 BOARDWALK, SUITE G, SAN MARCOS, CA 92078	
Place of Business:	930 BOARDWALK, SUITE G, SAN MARCOS, CA 92078	
Place of Residence:	5605 GOLDEN TRAILS WAY, OCEANSIDE, CA 92057	
Signature:	M-FB-	

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- I. The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. The following addenda have been received and are acknowledged in this bid: [.....]. If an addendum or addenda has been issued by the City and not noted above as being received by the Bidder, this proposal shall be rejected as being **non-responsive**.

Proposal (BID) (Rev. June 2011) Green Street Mt. Abernathy Infiltration Project

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name: OLYMPIC ENGINEERING CONSTRUCTION Address: 2805 MORENA BLVD #8 City: SAN DIEGO State: Zip: 91946 Phone: 619-764-8190	Constructor	Concrete Work (Partial)	\$36,216	ELBE	City of San Diego	
Name: CALIFORNIA TREE SERVICE INC. Address: P.O. BOX # 2019 City: SAN MARCOS State: CA Zip: 92079 Phone: 760-510-8100	Constructor	Lansdscape Work (Partial)	\$22,650	SLBE	City of San Diego	
Name:						

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 フラー	Z -
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE	ノ
	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			
0	As appropriate, Bidder shall indicate if Subcontractor is	certified by:			
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS	
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC	
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA	
	State of California	CA	U.S. Small Business Administration	SBA	
			•		

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@
Name: Address: City: Zip: Phone:						
Name: J CLOUD ING. Address: 2094 WILLOW GLEN DRIVE City: EL CAJON State: Zip: 92019 Phone: 619-593-9020	Materials (Partial)	\$46,878	Yes	No	ELBE	City of San Diego
Name: LOGAN'S MARKETING Address: 121 BROADWAY AVENUE City: SAN DIEGO State: ca Zip: 92101 Phone: 619-233-3766	Materials (Partial)	\$13,362	Yes	No	SLBE	City of San Diego

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 Certified Disadvantaged Business Enterprise	MBE DBE	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise	WBE DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
As appropriate, Bidder shall indicate if Vendor/Supplie	r is certified by:	•	
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title:NAMED EQUIPMENT/MATERIAL SUPPLIER LISTForm Number:AA40Green Street Mt. Abernathy Infiltration Project

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(Rev. June 2011)

CONSTRUCTION DRAWINGS FOR CITY OF SAN DIEGO MT ABERNATHY GREEN ST INFILTRATION PROJECT



VICINITY MAP

SHEET INDEX

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	BASIN No.	ARCH No.	
l	G-I	COVER SHEET				
2	G-2	COVER SHEET		3		
3	C-I	MT ABERNATHY AVE	BETWEEN CHATEAU DR AND CASTLETON DR			
4	C-2	MT ABERNATHY AVE	BETWEEN CHATEAU DR AND CASTLETON DR	A-I, A-2, A-3		
5	C-3	CAMBER DR	BETWEEN MT ABERNATHY AVE AND CHELFORD ST	B-I, B-2		
6	C-4	CHARING PL	BETWEEN CHARING ST AND BAKEWELL ST	B-3, C-I	1, 2	
7	C-5	CHARING ST	BETWEEN CHARING PL AND CHATEAU DR	C-2, C-3	3, 4, 5, 6	
8	C-6	DETAIL SHEET	INFILTRATION BASINS A-I, A-2, A-3	A-I, A-2, A-3		
9	C-7	DETAIL SHEET	INFILTRATION BASINS B-1, B-2, B-3	B-I, B-2, B-3		
10	C-8	DETAIL SHEET	INFILTRATION BASINS C-1, C-2	C-I, C-2	1, 2, 3, 4	
11	C-9	DETAIL SHEET	INFILTRATION BASIN C-3	C-3	5,6	
12	C-10	DETAIL SHEET				
13	C-II	DETAIL SHEET				
14	C-12	DETAIL SHEET				
15	L-I	PLANTING LEGEND AND NOTES				
16	L-2	PLANTING PLAN		A-1		
17	L-3	PLANTING PLAN		A-2, A-3		
18	L-4	PLANTING PLAN		B-I, B-2		
19	L-5	PLANTING PLAN		C-I	I , 2	
20	L-6	PLANTING PLAN		B-3		
21	L-7	PLANTING PLAN		C-2	3,4	
22	L-8	PLANTING PLAN		C-3	5,6	
23	L-9	PLANTING DETAILS				
-	· · ·			TOTAL BA	SINS	9
				TOTAL AR	CHES	6
				DISC	IPLINE	CODE
	1	L	1		FNFRA	

G GENERAL C CIVIL

L LANDSCAPING

CONSTRUCTION SITE STORM WATER PRIORITY: LOW



DESCRIPTION OF WORK

THE WORK INVOLVES FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, SERVICES, AND CONSTRUCTION FOR THE INSTALLATION OF 9 INFILTRATION BASINS IN THE CLAIREMONT MESA COMMUNITY, WHICH CONTAIN FEATURES SUCH AS PVC UNDERDRAIN, HDPE ARCH CHAMBERS, AMENDED SOILS, AND OTHER LANDSCAPING ELEMENTS THAT WILL ALLOW FOR THE CAPTURE AND TREATMENT OF SURFACE RUNOFF AND ALL OTHER INCIDENTAL WORK AND APPURTENANCES IN ACCORDANCE WITH SPECIFICATION NO. 5306 AND PLANS NUMBERED 35600-0I-D THROUGH 35600-23-D, INCLUSIVE.

PLANS AND SPECIFICATIONS FOR THIS CONTRACT ARE ALSO AVAILABLE FOR REVIEW IN THE OFFICE OF THE PURCHASING AND CONTRACTING (P&C) DEPARTMENT.

UNDERGROUND UTILITIES

PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.

GENERAL NOTES

- I. THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 2. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
- 3. UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ALL 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 IN NO WAY GUARANTEES OR WARRANTS THAT IT HAS REVIEWED ALL AVAILABLE DATA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO POTHOLE ALL EXISTING UTILITIES (EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD) IN ACCORDANCE WITH THE SPECIFICATIONS (SECTION 5-I).
- 4. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
- 5. EXISTING UTILITY CROSSING ARE NOT REPRESENTATIVE OF ACTUAL LENGTH OF CONFLICT AREA (SEE PLAN VIEW).
- 6. DETECTABLE WARNING TO BE 36" DEEP \times FULL WIDTH RAMP OPENING PER THE CITY'S AML.
- 7. CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES 3 DAYS PRIOR TO EXCAVATION.
- 8. THE CONTRACTOR SHALL NOTIFY SDG&E AT LEAST IO WORKING DAYS PRIOR TO EXCAVATING WITHIN IO' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (i.e., 69 KV & HIGHER)
- 9. IN THE EVENT THE EXISTING GAS LINES FALL WITHIN THE PERMEABLE BASE SECTION OF THE BASINS, THE CONTRACTOR SHALL PROVIDE A MINIMUM 2 DAY ADVANCE NOTICE TO SDG&E FIELD UTILITY SPECIALIST, GORDON STORRS, AT (858)58I-75I8 OFFICE OR (619)572-7355 MOBILE. SDG&E WILL SCHEDULE CREWS TO PROVIDE THE PROPER PROTECTION OF THESE LINES WITH A 2 INCH POLY SLEEVE.

WORK TO BE DONE

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

STANDARD SPECIFICATIONS:		
DOCUMENT NO.	FILED	DESCRIPTION
PITS0504090I	05-04-09	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2009 EDITION

PITS09010-1 09-01-10 CITY OF SAN DIEGO SUPPLEMENT, 2010 UPDATE

STANDARD DRAWINGS:

DOCUMENT NO. AECI230I63 FILEDDESCRIPTIONI2-3I-06CITY OF SAN DIEGO STANDARD DRAWINGS
INCLUDING REGIONAL STANDARD DRAWINGS

SURVEY NOTES

DATE: 12/18/2009 W.O.: 320501 LC MIN: 238-1716 LC MAX: 242-1719 CHIEF: T. NOTHDURFT INSTR: M. TANNER CADD: M. KHALILI R/W: M. KHALILI

REFERENCES:

CITY OF SAN DIEGO PRELIMINARY SURVEY FIELD NOTES; MAPS: 4632, 4645, 4745, 4848, 7357, C.R.: 5623, 6460, 6483, 23053 DRAWING: 14742-L

BASIS OF BEARINGS/COORDINATES:

THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING GPS 804 AND GPS 806 AS SHOWN ON R. OF S. 14492 I.E. N 25' 35'04" E, 3409.493 NAD 83 FEET,ZONE 6 (EPOCH 91.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH THE BASE STATION LOCATED AT AN AUTONOMOUS POSITION, CONSTRAINING TO GPS 804, GPS 806.

BENCH:

EBP MT. ABERNATHY AVE & CAMBER DR ELEV. 376.416 MSL, BASED ON NGVD 29 FEET AS SHOWN IN THE CITY OF SAN DIEGO BENCH BOOK

ABBREVIATIONS

ACP	ASBESTOS CEMENT PIPE	LT	LEFT
BKF	BACKFILL	OVHD	OVER HEAD
CATV	CABLE TV	PVC	POLYVINYL CHLORIDE
Ę	CENTER LINE	PROP	PROPOSED
C&G	CURB & GUTTER	RT	RIGHT
COND	CONDUIT	R/W	RIGHT OF WAY
CONT	CONTINUED	SDRSD	SAN DIEGO REGIONAL STANDARD DRAWING
CONTR	CONTRACTOR	SL	SEWER LATERAL
DI	DRAINAGE INLET	STA	STATION
EL, ELEV	ELEVATION	SWLK	SIDEWALK
ELEC	ELECTRIC	SWR	SEWER
EX, EXIST	EXISTING	TEL	TELEPHONE
HP	HIGH PRESSURE	UNK	UNKNOWN
IE	INVERT ELEVATION	VC	VITRIFIED CLAY PIPE
INV	INVERT	WTR	WATER

LEGEND

EX WATER MAIN & VALVES	
EX WATER METER	
EX FIRE HYDRANT	$\bigcirc - \circledast$
EX SEWER MAIN & MANHOLES	
EX DRAINS	=======
EX DI	
EX PAVEMENT (PROFILE)	
EX GROUND LINE (PROFILE)	
EX GAS MAIN	
EX ELECTRICAL	— — — — — — — — — — — — — — — — — — —
EX FUEL LINE	F F
EX TELEPHONE	
EX CABLE TV	
PROPOSED PVC STORMDRAIN (SHEET 13)	
INFILTRATION BASIN	**************************************
HDPE ARCH CHAMBER (SHEET 12)	
CONCRETE BERM (SHEET 13)	un servician con antici la fama con muchica ana serviciana de la constana de la constana de la constana de la c
8" SEWER CLEANOUT (SDRSD SC-OI)	0
CURB RAMP (SDRSD SDG-132, 135 & 137)	

INFILTRATION BASIN TABLE

INFILTRATION BASIN	BEGIN LOCATION	END LOCATION	WIDTH	FILTRATION SOIL DEPTH	SAND DEPTH	PERMEABLE BASE DEPTH	OUTLET METHOD
A-1	N 1880868.26 E 6277758.13	N 1880846.99 E 6277795.93	4'	3′	0.50′	3′	PIPE
A-2	N 1881094.62 E 6277879.77	N 1881076.00 E 6277910.55	4'	3′	0.50′	3′	PIPE
A-3	N 1881126.32 E 6277895.31	N 1881110.29 E 6277929.58	4'	3′	0.50′	3′	PIPE
B-1	N 1880938.58 E 6278255.01	N 1880921.08 E 6278288.44	4'	3′	0.50′	8.50′	GROUND
B-2	N 1880904.26 E 6278236.52	N 1880884.53 E 6278273.68	4'	3′	0.50′	5.00′	GROUND
B-3	N 1880627.82 E 6277906.75	N 1880536.40 E 6277882.84	4'	3′	0.50′	8.50′	GROUND
C-1	N 1880759.71 E 6277931.63	N 1880674.65 E 6277884.94	4'	3′	0.50′	3′	ARCH
C-2	N 1880377.52 E 6278203.21	N 1880439.82 E 6278236.78	4'	3′	0.50′	3′	ARCH
C-3	N 1880308.67 E 6278295.50	N 1880255.80 E 6278403.84	4'	3′	0.50′	3′	ARCH

PIPELINE	ALIGNMENT	TABLE

SEGMENT	BEARING	LENGTH	DESCRIPTION	OUTLET	OUTLET LOCATION
	S49°46′52"W	18.01′	I2" PVC	EX DI	N 1880681.88 E 6277645.78
2	S27° 46′52"W	200.34'	I2" PVC	CLEANOUT	N 1880693.51 E 6277659.53
3	S27° 46′52"W	256.45′	I2" PVC	CLEANOUT	N 1880870.80 E 6277752.83
4	S27° 46′52"W	36.47′	I2" PVC	CLEANOUT	N 1881097.65 E 6277872.43
5	N62° 07′3I"W	7.88′	I2" PVC	CLEANOUT	N 1880870.80 E 6277752.83
6	N62° 13′08"W	10.001	6" PVC	CLEANOUT	N 1880867.12 E 6277759.80
7	N62° 13′08"W	9.38′	I2" PVC	CLEANOUT	N 1881097.65 E 6277872.43
8	N62° 13′08"W	10.00′	6" PVC	CLEANOUT	N 1881093.28 E 6277880.73
9	N62° 07′3I"W	8.54′	I2" PVC	CLEANOUT	N 1881129.92 E 6277889.44
10	N62° 13′08"W	10.00′	6" PVC	CLEANOUT	N 1881125.93 E 6277896.98
	N62° 13′30"W	2.00′	I2" PVC	ARCH	N 1880656.27 E 6277875.30
12	\$22° 31′51"W	21.15′	I2" PVC	ARCH	N 1880655.43 E 6277879.23
[]3]	S27° 46′52"W	10.00'	6" PVC	CLEANOUT	N 1880674.97 E 6277887.34
14	S54° 14′18"E	2.00′	I2" PVC	ARCH	N 1880510.53 E 6278286.46
15	N35° 50′36"E	41.81′	I2" PVC	ARCH	N 1880511.97 E 6278282.70
16	N33° II′35"E	25.43′	I2" PVC	CLEANOUT	N 1880478.07 E 6278259.22
[17]	NI9° 30'13"E	21.31′	I2" PVC	CLEANOUT	N 1880456.79 E 6278244.30
18	N30° 26′27"E	10.00′	6" PVC	CLEANOUT	N 1880436.71 E 6278237.18
[9]	N27° 08′22"E	2.00′	I2" PVC	ARCH	N 1880316.83 E 6278288.62
20	N72° 51′38"W	9.90′	I2" PVC	ARCH	N 1880312.89 E 6278287.81
21	N62° 57′44"W	10.00'	6" PVC	CLEANOUT	N 1880309.97 E 6278297.27

HDPE ARCH CHAMBER TABLE

SEGMENT	BEGIN LOCATION	END LOCATION	LENGTH	INFILTRATION BASIN
I	N 1880655.43 E 6277879.23	N 1880620.99 E 6277879.23	38.92′	C-I
2	N 1880658.10 E 6277874.15	N 1881623.67 E 6277856.01	38.92′	C-I
3	N 1880511.97 E 6278282.70	N 1880531.03 E 6278296.87	23.75′	C-2
4	N 1880508.54 E 6278287.32	N 1880527.60 E 6278301.49	23.75′	C-2
5	N 1880334.10 E 6278246.43	N 1880312.89 E 6278287.81	46.50′	C-3
6	N 1880339.21 E 6278249.05	N 1880318.00 E 6278290.44	46.50′	C-3

MT ABERNATHY GREEN STREET INFILTRATION COVER SHEET CITY OF SAN DIEGO, CALIFORNIA WBS <u>B-00663</u> No. SHEET 2 OF 23 SHEETS FOR CITY ENGINEER BMITTED BY 2-24-12 JEFF SORIANO ASSOCIATE ENGINEER DATE BY APPROVED DATE FILMED DESCRIPTION LLIAM MEREDITH ORIGINAL AECOM PROJECT ENGINEER CCS27 COORDINATE CCS83 COORDINATE CONTRACTOR DATE STARTED _ 35600-02-D INSPECTOR DATE COMPLETED

G-2



385 ----
 STA
 1000+39.88, 21.53' RT

 TYPE
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 SEWER

 CLEANOUT

 PER
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 INV
 ELEV

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 ------1215 H H H 1-1

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 1805+55,55,32.00' R

 TYPE
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 +----at | 101 18.76 +----+--Imlic 0 380 STA 1000+80. END BASIN AF CURB FL ELEV NV ELEV = 3(-----NECE 375 -----------FG -370 ----365 ----s = 0.50% 360 355 -SCALE l"=40' HORIZ. BASIN A-1 l"=4' VERT. 1000+00 1001+00 0 SCALE 1" = 40' 1 \triangleleft Z A M \triangleleft -----Z-EQ \bigcirc \bigcirc Θ \bigcirc \mathbb{N} 0 \supset \triangleleft \triangleleft C NOTES I. FOR 12 INCH PVC STORM DRAINS, PLEASE REFER TO APPENDIX G OF THE SPECIFICATIONS FOR PIPE BEDDING AND TRENCH BACKFILL FOR STORM DRAINS.

- 2. SEE APPENDIX H OF THE SPECIFICATIONS FOR CURB RAMP DETAILS.
- 3. NOTES FOR CLEANOUTS PER SDRSD SC-OI, REPLACE "SEWER" WITH "STORM DRAIN" WHERE SHOWN.





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NOTES

GENERAL NOTES

- 1. DESIGN OF IRRIGATION SYSTEM IS NOT INCLUDED IN THIS SCOPE OF WORK.
- 2. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- 3. ALL PROPERTY, EASEMENT AND LIMIT LINES SHALL BE VERIFIED PRIOR TO COMMENCING WORK.
- 4. WRITTEN SPECIFICATIONS ARE PART OF THE CONSTRUCTION DOCUMENTATION PACKAGE. CONTRACTOR IS RESPONSIBLE TO BE FAMILIAR WITH WRITTEN SPECIFICATIONS AND DRAWING PACKAGE.
- 5. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS, AREA DISCREPANCIES AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY COSTS, CONSTRUCTION DELAYS, OR REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATIONS.
- 6. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH ALL APPLICABLE LOCAL CODES AND ORDINANCES.
- 7. CONTRACTOR SHALL PERFORM ALL PROTECTION, DEMOLITION, REMOVAL AND SITE PREPARATION NECESSARY FOR THE PROPER EXECUTION OF ALL WORK SHOWN ON THE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS.
- 8. CONTRACTOR SHALL REMOVE FROM THE SITE ALL DEBRIS AND UNSUITABLE MATERIAL GENERATED BY THE CONTRACTOR'S OPERATIONS. CONSTRUCTION SITE SHALL BE MAINTAINED AT ALL TIMES SO THAT NO OBSTRUCTION, CONSTRUCTION EQUIPMENT OR CONSTRUCTION PROCESS CAUSES POTENTIAL HARM OR DANGERS TO PUBLIC OR CONSTRUCTION SITE.
- 9. ALL SUBGRADES UNDER PAVEMENTS AND LANDSCAPE FOUNDATIONS SHALL BE COMPACTED IN ACCORDANCE TO RELATIVE COMPACTION AND DEPTHS SPECIFIED IN GEO-TECHNICAL REPORT, UNLESS OTHERWISE NOTED.
- 10. LANDSCAPE DRAWINGS REFLECT IMPROVEMENTS ASSOCIATED TO SITE DEVELOPMENT WITH REGARD TO DESCRIPTIONS OF SITE FURNISHINGS, AND PLANTING ONLY. REFER TO APPROPRIATE DISCIPLINES FOR OTHER ASSOCIATED SITE IMPROVEMENTS DESIGN AND DOCUMENTATION.
- 11. CONTRACTOR SHALL BE RESPONSIBLE TO CONSULT WITH OWNER'S REPRESENTATIVE, SITE SUPERINTENDENT, APPROPRIATE AGENCIES AND CONSTRUCTION DOCUMENTATION FOR THE LOCATIONS OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF UTILITIES.
- 12. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING MATERIALS THAT ARE DAMAGED DURING CONSTRUCTION.
- 13. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH ALL CONSTRUCTION OPERATIONS. ALL DRAIN LINES, CONDUIT, SLEEVES, ETC. SHALL BE IN PLACE PRIOR TO INSTALLATION OF SITE LANDSCAPE CONSTRUCTION.
- 14. ALL SHOP DRAWINGS REQUIRED, AS PART OF LANDSCAPE IMPROVEMENTS SHALL BE COORDINATED WITH ALL ASSOCIATED DISCIPLINES, SITE AND ARCHITECTURAL CONDITIONS. DRAWINGS SHALL SHOW ADJACENT INFORMATION THAT WILL GIVE CLEAR INDICATION OF THE INTERFACE TO STRUCTURES, FOUNDATIONS, UTILITIES, PROPERTY LINES AND EASEMENTS, AND OTHER NECESSARY INFORMATION.
- 15. ALL TESTING ASSOCIATED TO LANDSCAPE OPERATIONS OF PROJECT ARE INCLUDED IN SCOPE OF WORK. THESE INCLUDE SOIL TESTING FOR FILTER MEDIA. ALL COSTS ASSOCIATED FOR ALL TESTS ARE COVERED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
- 16. SURVEY INFORMATION IS PER CIVIL ENGINEER SURVEY'S AND ARE ASSUMED TO BE ACCURATE. REPORT ANY DISCREPANCIES IMMEDIATELY TO THE OWNER, CIVIL ENGINEER, AND LANDSCAPE ARCHITECT.
- 17. ALL LANDSCAPE PLANS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN THE LANDSCAPE DEVELOPMENT STANDARDS FOR LANDSCAPE CONSTRUCTION DOCUMENTS, OR AS OTHERWISE OBTAINED IN WRITING FROM THE PUBLIC WORKS FACILITIES DEPARTMENT.
- 18. ALL EXISTING TREES ON SITE AND WITHIN 20' OF THE PROJECT BOUNDARY SHALL BE IDENTIFIED ON THE LANDSCAPE AND GRADING PLANS. A CERTIFIED ARBORIST REPORT MAY BE REQUIRED.
- 19. LANDSCAPE PLANS ARE SUBJECT TO REVIEW BY THE CITY'S ENGINEERING DEPARTMENT FOR COMPLIANCE WITH THE REGIONAL MODEL STORMWATER QUALITY MANAGEMENT PLAN REQUIREMENTS. LANDSCAPE PLANS TO BE COORDINATED WITH GRADING AND DRAINAGE PLANS FOR REQUIREMENTS AND CONDITIONS PLACED ON THE PROJECT BY THE ENGINEERING DEPARTMENT.
- 20. PLANT MATERIALS WILL BE MAINTAINED BY OWNER AFTER FINAL ACCEPTANCE. PLANT MATERIAL SHALL BE MAINTAINED BELOW 32" IN HEIGHT.

LAYOUT

- 1. REFER TO "C-SERIES" CIVIL DRAWINGS FOR GRADING, DRAINAGE AND UTILITIES.
- 2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, GRADES AND CONDITIONS PRIOR TO COMMENCING WORK AND SHALL NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES.
- 3. WHERE 'VERIFY' OR 'FIELD VERIFY' IS USED IN CONJUNCTION WITH A DIMENSION, THE CONTRACTOR SHALL VERIFY THE MEASUREMENT PRIOR TO BEGINNING THE WORK. IMMEDIATELY BRING DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.





4. DIMENSIONS ARE TAKEN FROM FACE OF BUILDING, FACE OF CURB OR WALL, OR PROPERTY LINE UNLESS OTHERWISE NOTED.

5. ALL LANDSCAPE TREATMENTS ADJACENT TO PAVEMENT SHALL BE 2" BELOW FINISH PAVEMENT. ALL LANDSCAPED AREAS IN RAISED LANDSCAPE POCKETS SHALL BE SWALED AT LEAST 2" BELOW TOP OF CURB TO RETAIN ROUTINE IRRIGATION WATER OVERFLOW AND A 2-YEAR DESIGN STORM AS DEFINED IN THE WQMP. MOUNDED OR SLOPED LANDSCAPING SHALL INCORPORATE INFILTRATION TRENCHES AT THE TOE OF THE SLOPE FOR RETENTION OF IRRIGATION WATER AND 2-YEAR DESIGN STORM EVENTS.

SOFTSCAPE NOTES

- 1. CONTRACTOR SHALL REVIEW PLANTING INSTALLATION DETAILS AND NOTES PRIOR TO BEGINNING WORK
- 2. CONTRACTOR SHALL VISIT SITE AND BECOME FAMILIAR WITH CONDITIONS UNDER WHICH WORK SHALL BE DONE PRIOR TO BIDDING.
- 3. ALL WORK WILL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN DIEGO. CONTRACTOR SHALL PREPARE SITE, INSTALL AND MAINTAIN PER THE CITY OF SAN DIEGO MUNICIPAL CODE, LAND DEVELOPMENT CODE LANDSCAPE STANDARDS, AUGUST 04.
- 4. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IN THE EXISTING CONDITIONS OR WITHIN THE PLANS PRIOR TO BEGINNING WORK.
- 5. OWNER'S REPRESENTATIVE SHALL APPROVE ALL FINISH GRADING PRIOR TO PLACEMENT OF ANY PLANT MATERIAL.
- 6. CONTRACTOR SHALL IMMEDIATELY, UPON THE AWARD OF THE CONTRACT, ORDER, LOCATE AND PURCHASE (OR HAVE HELD) ALL PLANT MATERIAL REQUIRED BY THESE PLANS. PLANT MATERIAL SUBSTITUTIONS MAY BE SUGGESTED TO THE OWNERS REPRESENTATIVE AFTER CONTACTING A MINIMUM OF 6 NURSERY SOURCES. OBTAIN WRITTEN APPROVAL FOR FROM THE OWNERS REPRESENTATIVE PRIOR TO SUBSTITUTION.
- 7. CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING WITH THE OWNERS REPRESENTATIVE PRIOR TO ANY WORK. CONTRACTOR SHALL NOTIFY AND SCHEDULE WITH THE OWNERS REPRESENTATIVE FOR SITE OBSERVATION AT THE FOLLOWING TIMES:
- -- PLANT APPROVAL AND SPOTTING PRIOR TO PLANTING
- -- PRE-MAINTENANCE WALK THROUGH -- PRE-FINAL WALK THROUGH (PLANT ESTABLISHMENT PERIOD)
- -- FINAL WALK THROUGH/ APPROVAL
- 8. PLANT SYMBOLS TAKE PRECEDENCE OVER PLANT QUANTITIES SPECIFIED. WHERE SHRUB SYMBOLS ARE MASSED, CONTRACTOR SHALL MAINTAIN A CONSISTENT ON CENTER, TRIANGULAR SPACING AS SPECIFIED IN LEGEND. CONTRACTOR SHALL VERIFY PLANT TOTALS FOR BID PURPOSES.
- 9. PRIOR TO PLANTING, ALL PLANTING AREAS SHALL BE THOROUGHLY WATERED
- 10. PLANT MATERIAL SHALL BE GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE OF THE PROJECT SITE.
- 11. PLANT MATERIAL MAY BE REJECTED AT ANY TIME BY THE OWNER'S REPRESENTATIVE DUE TO HEALTH, FORM OR DAMAGE BEFORE OR AFTER PLANTING.
- 12. CONTRACTOR SHALL PROVIDE ADDITIONAL PLANT MATERIAL AS SPECIFIED BY THE OWNERS REPRESENTATIVE AT TIME OF INSTALLATION. PLANT SPECIES SELECTION BY OWNERS REPRESENTATIVE. IF ALL MATERIALS ARE NOT USED, THE CONTRACTOR SHALL CREDIT THE OWNER THE BALANCE OF THE AMOUNT. THE CONTRACTOR SHALL BID THE FOLLOWING ADDITIONAL MATERIAL:
- 15 1 GALLON PLANTS
- 10 5 GALLON PLANTS 5 – 15 GALLON PLANTS

13. BACKFILL PLANT PITS WITH FILTER MEDIA PER THE SOILS ENGINEER REPORT.

14. MARK OFF ALL MAJOR SHRUB AND GROUND COVER AREAS ON THE GROUND FOR REVIEW BY THE OWNER'S

ALL PLANTING SHALL BE GUARANTEED PER SPECIFICATIONS.

REPRESENTATIVE PRIOR TO INSTALLING MATERIALS.

- 15. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL AREAS IN A WEED AND DEBRIS-FREE CONDITION THROUGHOUT THE ESTABLISHMENT PERIOD.
- 16. AT COMPLETION OF ALL WORK OUTLINED IN THESE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNERS REPRESENTATIVE AND ARRANGE FOR A WALK THROUGH TO DETERMINE THAT ALL ASPECTS OF ARE COMPLETED. WORK MUST BE FULLY COMPLETED ACCORDING TO THE PLANS AND MUST BE COMPLETED IN A GOOD WORKMANSHIP MANNER AND MUST BE ACCEPTED BY THE OWNERS REPRESENTATIVE IN WRITING PRIOR TO THE BEGINNING OF THE MAINTENANCE PERIOD. THE MAINTENANCE PERIOD SHALL INCLUDE ONGOING LANDSCAPE MAINTENANCE INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:
 - --WATERING OF ALL PLANT MATERIAL AS NEEDED FOR ESTABLISHING HEALTHY LANDSCAPE.
- --WEEKLY WEEDING AND REMOVAL OF ALL WEEDS, TRASH, LITTER, AND ALL FOREIGN DEBRIS FROM THE AREA. --REPLACEMENT OF ANY DEAD, DYING, OR DAMAGED SHRUBS, GROUND COVER AND GRASSES AT THE CONTRACTORS EXPENSE

QUALITY CONTROL

- 1. CONTRACTOR IS TO SUBMIT FOR APPROVAL A LISTING OF ALL SUBMITTALS FOR PLANT AND HARDSCAPE MATERIALS TO THE SCOPE ITEMS FOR LANDSCAPE WORK. BASED ON THE APPROVED SUBMITTAL LIST CONTRACTOR IS TO SUBMIT NECESSARY DOCUMENTATION WITHIN 35 DAYS OF AWARD OF CONTRACT.
- 2. FILTER MEDIA, SUITABLE FOR SUSTAINING PLANT MATERIAL, MUST BE TESTED AND APPROVED PRIOR TO INSTALLATION. REQUIRED TESTS INCLUDE, BUT ARE NOT LIMITED TO, PERCOLATION, PERCENTAGE FINES (CLAY & SILT COMBINED), ORGANIC CONTENT AND PARTICLE SIZE SPECTRUM. FILTER MEDIA PERFORMANCE GUIDELINES PER SPECIFICATIONS.

SYMBOL	BOTANICAL NAME/ COMMON NAME	SIZE	QTY	SPACING
	SHRUBS			
	FESTUCA IDAHOENSIS 'ELMER' / IDAHO FESCUE	1 GAL.	275	18" OC
000	CALAMAGROSTIS FOLIOSUS / MENDOCINO REED GRASS	1 GAL.	391	18" OC
	SALVIA GREGGII / AUTUMN SAGE	5 GAL.	185	24" OC
· · ·				
	HARDSCAPE			
	SEDIMENT FOREBAY, SEE "C-SERIES" DRAWINGS			
>•	CONSTRUCTION FENCE [PLANT PROTECTION]	24" H	1093 L	F
	LIMIT OF WORK			

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1/10/12 Date	
OF CAL	FORM
	Renewal Date

INSPECTOR



LEGEN	ID			
SYMBOL	BOTANICAL NAME/ COMMON NAME	SIZE	QTY	SPACING
	SHRUBS			
	FESTUCA IDAHOENSIS 'ELMER' / IDAHO FESCUE	1 GAL.	18	18" OC
0000	CALAMAGROSTIS FOLIOSUS / MENDOCINO REED GRASS	1 GAL.	34	18" OC
	SALVIA GREGGII / AUTUMN SAGE	5 GAL.	10	24" OC
	HARDSCAPE			
	SEDIMENT FOREBAY, SEE "C-SERIES" DRAWINGS			
	CONSTRUCTION FENCE [PLANT PROTECTION]	24" H	91 LF	
	LIMIT OF WORK			

ANDSCAPE

* <u>Usz31/2013</u> Renewal Date Date Date OF CAL 1F



KEYMAP

	Ν	IT. AE	BERN	JATHY	
GRE		STREE NFILTRAT	ΠΟΝ	BASIN	RATION
CITY OF SA		The formula in the second second		RNIA	WBS <u>B-00663</u>
SHEET		23 SHEE		7	Submitted by:
		23 SHEE 2-2		2	
Le Bat			4-1-	Filmed	SUBMITTED BY:
FOR CITY ENGINEER	<u>E</u>	2-2	У_)* DATE		SUEMITTED BY: JEFF SORIANC
FOR CITY ENGINEER DESCRIPTION	BY	2-2	У_)* DATE		BUEMITTED BY: JEFF_SORIANC ASSOCIATE_ENGINEER WILLIAM_MEREDI
FOR CITY ENGINEER DESCRIPTION	BY	2-2	У_)* DATE		SUBMITTED BY: JEFF SORIANC ASSOCIATE ENGINEER WILLIAM MEREDI
FOR CITY ENGINEER DESCRIPTION	BY	2-2	У_)* DATE		SUBMITTED BY: JEFF SORIANC ASSOCIATE ENGINEER WILLIAM MEREDI PROJECT ENGINEER
FOR CITY ENGINEER DESCRIPTION	BY	2-2	У_)* DATE		SUBMITTED BY: JEFF SORIANC ASSOCIATE ENGINEER WILLIAM MEREDI PROJECT ENGINEER

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YMBOL	BOTANICAL NAME/ COMMON NAME			
	SHRUBS			
	FESTUCA IDAHOENSIS 'ELMER' / IDAHO FESCUE	1 GAL.	42	18" OC
000	CALAMAGROSTIS FOLIOSUS / MENDOCINO REED GRASS	1 GAL.	40	18" OC
	SALVIA GREGGII / AUTUMN SAGE	5 GAL.	21	24" OC
	HARDSCAPE			· · · · · · · · · · · · · · · · · · ·
	SEDIMENT FOREBAY, SEE "C-SERIES" DRAWINGS			
				· · · · · · · · · · · · · · · · · · ·
-00	CONSTRUCTION FENCE [PLANT PROTECTION]	24" H	156 LF	
a manga manga perter tanan mang	LIMIT OF WORK			





	CONSTRUCTION F	ENCE, TYP. FOREBAY		
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LEGEN	ND			
SYMBOL	BOTANICAL NAME/ COMMON NAME	SIZE	QTY	SPACING
	SHRUBS			
	FESTUCA IDAHOENSIS 'ELMER' / IDAHO FESCUE	1 GAL.	38	18" OC
0001	CALAMAGROSTIS FOLIOSUS / MENDOCINO REED GRASS	1 GAL.	56	18" OC
	SALVIA GREGGII / AUTUMN SAGE	5 GAL.	20	24" OC
	HARDSCAPE			
	SEDIMENT FOREBAY, SEE "C-SERIES" DRAWINGS			
O	CONSTRUCTION FENCE [PLANT PROTECTION]	24" H	172 LF	eres (n. 1999) 1990 - Statistica 1990 - Statistica 1990 - Statistica
1994 DECE DECM MINUT	LIMIT OF WORK			





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GRE	EN		ET I NON	BASIN	RATION
CITY OF SA SHEET		GO, C/ 23 Shee		RNIA	WBS <u>B-00663</u>
FOR CITY ENGINEER	Ł	2-	27-1° date	2	SUBMITTED BY: JEFF SORIANO ASSOCIATE ENGINEER
DESCRIPTION	BY AECOM	APPROVED	DATE	FILMED	WILLIAM MEREDITH
					CCS27 COORDINATE
					CCS83 COORDINATE
CONTRACTOR		ATE STARTE ATE COMPLE			35600 18D



LEGEN	ND			
SYMBOL		SIZE	QTY	SPACING
	SHRUBS			
	FESTUCA IDAHOENSIS 'ELMER' / IDAHO FESCUE	1 GAL.	36	18" OC
0000	CALAMAGROSTIS FOLIOSUS / MENDOCINO REED GRASS	1 GAL.	55	18" OC
	SALVIA GREGGII / AUTUMN SAGE	5 GAL.	43	24" OC
	HARDSCAPE			
	SEDIMENT FOREBAY, SEE "C-SERIES" DRAWINGS			
	CONSTRUCTION FENCE [PLANT PROTECTION]	24" H	96 LF	- - - - - -
	LIMIT OF WORK			



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DATE STARTED _____ DATE COMPLETED _

MT. ABERNATHY GREEN STREET INFILTRATION INFILTRATION BASIN PLANTING PLAN CITY OF SAN DIEGO, CALIFORNIA SHEET 19 OF 23 SHEETS WBS <u>B-00663</u> SUBMITTED BY: JEFF SORIANO ASSOCIATE ENGINEER Bath 2-24-12 DATE FOR CITY ENGINEER BY APPROVED DATE FILMED WILLIAM MEREDITH

CCS27 COORDINATE

CCS83 COORDINATE

35600-19 -D



DESCRIPTION ORIGINAL CONTRACTOR _ INSPECTOR __



SYMBOL	BOTANICAL NAME/ COMMON NAME	SIZE	QTY	SPACING
	SHRUBS			
	FESTUCA IDAHOENSIS 'ELMER' / IDAHO FESCUE	1 GAL.	54	18" OC
0001	CALAMAGROSTIS FOLIOSUS / MENDOCINO REED GRASS	1 GAL.	69	18" OC
	SALVIA GREGGII / AUTUMN SAGE	5 GAL.	30	24" OC
	HARDSCAPE			
	SEDIMENT FOREBAY, SEE "C-SERIES" DRAWINGS			
	CONSTRUCTION FENCE [PLANT PROTECTION]	24" H	202 LI	
	LIMIT OF WORK			



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SYMBOL	BOTANICAL NAME/ COMMON NAME	SIZE	QTY	SPACING
	SHRUBS			
	FESTUCA IDAHOENSIS 'ELMER' / IDAHO FESCUE	1 GAL.	18	18" OC
2000	CALAMAGROSTIS FOLIOSUS / MENDOCINO REED GRASS	1 GAL.	65	18" OC
	SALVIA GREGGII / AUTUMN SAGE	5 GAL.	20	24" OC
	HARDSCAPE			
	SEDIMENT FOREBAY, SEE "C-SERIES" DRAWINGS			
	CONSTRUCTION FENCE [PLANT PROTECTION]	24" H	128 LF	
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KEYMAP

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Renewal Date

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12/31/2013

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	MT. ABERNATHY GREEN STREET INFILTRATION INFILTRATION BASIN PLANTING PLAN								
	CITY OF SA SHEET	WBS <u>B-00663</u> No. <u>B-00663</u>							
	Je Ba	比	2-	27- DATE	-12	SUBMITTED BY: JEFF SORIANO ASSOCIATE ENGINEER			
E	FOR CITY ENGINEER		11			a second s			
	DESCRIPTION	BY	APPROVED	DATE	FILMED	JWILLIAM MEREDIT			
		BY AECOM	APPROVED	DATE	FILMED	WILLIAM MEREDIT			
10-	DESCRIPTION		APPROVED	DATE	FILMED				
	DESCRIPTION		APPROVED	DATE	FILMED				
	DESCRIPTION		APPROVED	DATE	FILMED	PROJECT ENGINEER			
	DESCRIPTION		APPROVED	DATE	FILMED	PROJECT ENGINEER			

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SYMBOL	BOTANICAL NAME/ COMMON NAME	SIZE	QTY	SPACING
	SHRUBS			
	FESTUCA IDAHOENSIS 'ELMER' / IDAHO FESCUE	1 GAL.	69	18" OC
	CALAMAGROSTIS FOLIOSUS / MENDOCINO REED GRASS	1 GAL.	72	18" OC
	SALVIA GREGGII / AUTUMN SAGE	5 GAL.	41	24" OC
		1		
	HARDSCAPE			
	SEDIMENT FOREBAY, SEE "C-SERIES" DRAWINGS			
	CONSTRUCTION FENCE [PLANT PROTECTION]	24" H	248 L	F
	LIMIT OF WORK			







INSPECTOR _

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				CITY	OF SAN SHEET 2	DIEGO, 23 OF 23 SH	HEETS	vbs <u>B−00</u>	1003
		, NDSC	ADR	APPROMER	1 Ba	机 2-	24-12	 JEFF SOR	
		SED LANDSCA	ARP. APCH	DESCRI	IPTION	BY APPROV	DATE	 LLIAM ME	REDIT
	L10FW	HI T. BA	RA. SING	ORIG		AECOM		PROJECT ENGI	NEER
	* ((3 /*/					CCS27 COORD	INATE
		Renewal C P - A - Date OF CA	17 / \\					 CCS83 COORD	
		Date	LIFORM	CONTRACTO	L_	DATE STA	DIED	 35600-2	~