

City of San Diego

CONTRACTOR'S NAME: HELIX ENVIRONMENTAL CONSTRUCTION GROUP
ADDRESS: 7578 El Cajon Blvd., Suite 200, La Mesa CA 91942
TELEPHONE NO.: (619) 462-1515 x205 FAX NO.: (619) 462-0552
CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, Fax No. (619) 533-3633
S.Paver/H.McLintock/egz

BIDDING DOCUMENTS



ORIGINAL



FOR

Stadium Wetland Mitigation Project

BID NO.: K-16-1323-DBB-3-C
SAP NO. (WBS/IO/CC): 21003814
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 7
PROJECT TYPE: GG

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM

JUNE 28, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS


1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

0 - 20734

ENGINEER OF WORK

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


For City Engineer

5/18/2016 Seal
Date



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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
 2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's website: <http://www.sandiego.gov>.
 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,956,000**.
 4. **BID DUE DATE AND TIME ARE:** JUNE 28, 2016 at 2:00 PM
 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
 6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: C-27
 7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** 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 **1.8%**
 2. ELBE participation **3.1%**
 3. Total mandatory participation **4.9%**
- 7.1. The Bid shall be declared non-responsive if the Bidder fails the following mandatory conditions:
- 7.1.1. Attending the Pre-Bid Meeting as required in the Notice Inviting Bids of these documents.
 - 7.1.2. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**

7.1.3. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

8. PRE-BID MEETING:

8.1. Prospective Bidders are required to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. Failure to attend the Mandatory Pre-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive. The Pre-Bid meeting is scheduled as follows:

Date: JUNE 2, 2016
Time 10:00 AM
Location: 1010 Second Avenue Suite 1400, San Diego, CA 92101

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.

9. PRE-BID SITE VISIT: All those wishing to submit a bid **MUST** visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid Site Visit is scheduled as follows:

Time: 11:30 AM
Date: JUNE 2, 2016
Location: 3420 Camino Del Rio N, San Diego, CA 92108

10. AWARD PROCESS:

10.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

- 10.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- 10.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 10.4. The low Bid will be determined by Base Bid alone.
- 10.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

11. SUBMISSION OF QUESTIONS:

- 11.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Juan E. Espindola

OR:

JEEspindola@sandiego.gov

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

12. PHASED FUNDING: For Phased Funding Conditions, see Attachment B.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.

- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
- 2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

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

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

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A- Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or

government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

7. PREVAILING WAGE RATES WILL APPLY: Refer to Attachment D.

8. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract. Refer to Attachment E.

9. INSURANCE REQUIREMENTS:

9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Title	Edition	Document
Standard Specifications for Public Works Construction	2012	PITS070112-01
City of San Diego Standard Specifications for Public	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity	1984	769023
NOTE: *Available online under Engineering Documents and References at:		

11. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
12. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
13. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the

Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

14. SUBCONTRACTOR INFORMATION:

14.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- 14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
- 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
19. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

20. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

21.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.

21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

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

23. BID RESULTS:

- 23.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 23.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

24. THE CONTRACT:

- 24.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 24.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 24.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 24.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 24.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate

existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug- Free Workplace.

26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non- responsive**.

27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Helix Environmental Construction Group, a corporation, as principal, and International Fidelity 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 THREE MILLION SEVEN HUNDRED AND FORTY ONE THOUSAND FIVE HUNDRED AND EIGHTEEN DOLLARS AND NINETY FIVE CENTS (\$3,741,518.95) for the faithful performance of the annexed contract, and in the sum of THREE MILLION SEVEN HUNDRED AND FORTY ONE THOUSAND FIVE HUNDRED AND EIGHTEEN DOLLARS AND NINETY FIVE CENTS (\$3,741,518.95) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

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

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


Dated July 15th, 2016

Approved as to Form

Helix Environmental Construction Group

Principal

By


Michael Schwerin

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By


Deputy City Attorney

International Fidelity Insurance Company

Surety

By


Kyle King

Attorney-in-fact

Approved:

By


Stephen Samara, Principal Contract Specialist
Public Works Department

2400 E. Katella Ave., Suite 250

Local Address of Surety

Anaheim, CA 92806

Local Address (City, State) of Surety

714-602-9170

Local Telephone No. of Surety

Premium \$ N/A

Bond No. 0655832

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

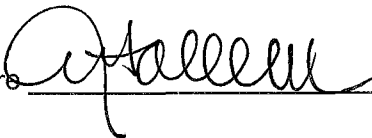
State of California
County of San Diego)

On July 15, 2016 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint:

JOHN R. QUALIN, KYLE KING, TARA BACON, DALE HARSHAW, BRAD ORR, GEOFFREY SHELTON

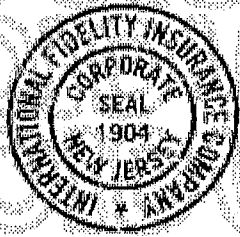
San Diego, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke, the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY
County of Essex:

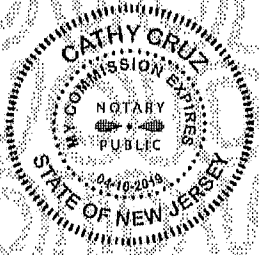
ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019



CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies; and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of July, 2016

MARIA BRANCO, Assistant Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and construction for the **Restoration of approximately 56 acres of habitat within the San Diego River**. The Stadium Wetland Mitigation Project proposes to rehabilitate 21.94 acres of Riparian Woodland, enhance 33.9 acres of Riparian Woodland, and Restore 0.59 acres of Diegan Coastal Sage Scrub. Project work will include but is not limited to: eradication of non-native plant species; the removal of trash/debris and non-native vegetation; installation and repair of fencing; installation and maintaining a temporary irrigation system; installation of native container plants, seed, hydroseed, and cuttings; maintaining and ensuring the establishment of native plant material throughout the 120 day Plant Establishment Period and 5 year maintenance and monitoring period; ensuring the site is maintained weed/trash free throughout the 120 day Plant Establishment Period and 5 Year maintenance and monitoring period; and all other incidental work and appurtenances in accordance with this Notice Inviting Bids and the attached Plans.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Plans numbered **39270-1-D** through **39270-43-D**, inclusive.

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

The Project is located within the San Diego River between Interstate-805 and Interstate-15, north of Camino Del Rio North and south of Qualcomm Stadium in the Mission Valley Community Planning Area of the City of San Diego, See Location Map Attached.

3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period shall be 2,310 **Calendar Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2. The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, the next Apparent Low Bidder is to provide the Pre-Award Schedule within 5 Working Days after receiving notice. This process will continue until the City has selects an Awardee or rejects all Bids.
- 1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Upon selection of the Awardee and acceptance by the City of the Pre-Award Schedule, the City will present the first Phased Funding Schedule Agreement to you.
- 1.5. At the City's request, meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss their comments and requests for revision to the Pre-Award Schedule.
- 1.6. Your failure to perform the any of the following may result in the Bid being rejected as non-responsive:
 1. Meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 2. Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 3. Execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
 Final Phased Funding Schedule Agreement

The particulars left blank in this sample such as the total number of phases, and the amounts assigned to each phase will be completed with funding specific information from the Pre-Award Schedule and subsequent Schedules submitted to and approved by the City.

BID NUMBER: K-16-1323-DBB-3-C

CONTRACT TITLE: Stadium Wetland Mitigation Project


CONTRACTOR: Helix Environmental Construction Group

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Bonds, Mobilization, SWPPP Development and Implementation, Non-native Eradication, Irrigation, Fence Installation and Repair, Gates, Grow-Kill Cycles, Container Plant and Seed Installation, 120 Day Plant Establishment Period	NTP	8/31/2017	\$2,610,551.95
2	Year 1 Maintenance and Warranty Period	9/1/2017	8/31/2018	\$345,144.00
3	Year 2 Maintenance Period	9/1/2018	8/31/2019	\$293,372.00
4	Year 3 Maintenance Period	9/1/2019	8/31/2020	\$199,166.00
5	Year 4 Maintenance Period	9/1/2020	8/31/2021	\$162,936.00
6	Year 5 Maintenance Period	9/1/2021	Project Completion	\$130,349.00
Total				\$3,741,518.95

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

By: 

Name: SEAN PAVER
Project Manager

Department Name: PUBLIC UTILITIES

Date: 8/9/2016

CONTRACTOR

By: 

Name: Michael J. Maryniowski

Title: Dir. of Operations

Date: 8/9/2016

END OF PHASED FUNDING SCHEDULE AGREEMENT

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.

4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.

15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

ATTACHMENT D
PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

1.3. **Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll

records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

1.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

1.4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

1.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

1.6. Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

1.7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

1.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

1.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS. To the City Supplement, ADD the following:

Circuit Piping – Irrigation piping located downstream from control valves including sprinklers, specialties, and drain valves. Piping is under pressure during flow.

Container Stock – Healthy, vigorous, well-rooted exterior plants grown in a container.

Irrigation Main Piping – Irrigation piping located from point of connection to, and including, control valves. Piping is under water-distribution-system pressure.

Planting Area - Areas to be planted with trees, shrubs, groundcovers, or seed, or areas to be covered with various mulches not intended for pedestrian or vehicular circulation.

To the City Supplement “Engineer”, DELETE in its entirety and SUBSTITUTE with the following:

Engineer – Director of Public Works, other City personnel designated as the Project Manager, or other persons designated by the City acting either directly or through authorized agents.

To the City Supplement “Subgrade”, DELETE in its entirety and SUBSTITUTE with the following:

Subgrade - Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

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

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

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

The Product Submittal Form is available for download at:

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

2-5.3.4 Supporting Information. ADD the following:

3. You shall obtain written warranties from irrigation equipment and material manufacturers on behalf of the City and shall submit to the City Representative prior to installation.
4. You shall prepare and deliver to the City Representative within ten (10) calendar days prior to completion of construction, two 3-ring hard cover binders containing the following information:
 - a) Index sheet stating contractor's address and telephone number, list of equipment with name and addresses of local manufacturer's representatives.
 - b) Catalog and parts sheets on all material and equipment.
 - c) Guarantee/warranty statement for each item identified on the equipment list.
 - d) Complete operating and maintenance instructions for all major equipment.

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

1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a

Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

2. Monument Preservation will be performed by City Public Works Field Engineering Division (PW-FED) Field Survey Section on all Projects, unless permission is obtained for these services in writing by PW-FED.
3. The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:
 - a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
 - b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
 - c) file a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 1. Stadium Wetland Mitigation Project (San Diego River) Mitigation Plan dated March 13, 2015 by Atkins.
6. The report listed above is available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/>

SECTION 4 - CONTROL OF MATERIALS

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

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

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

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

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

SECTION 5 – UTILITIES

5-2 PROTECTION. ADD the following:

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults. This includes any antenna installed through the meter box lid.
 - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
 - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
 - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
 - d) Do not change or modify the lid if the lid has an antenna drilled through it.
 - e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
 - f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To item 20, ADD the following:

The 120 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

6-1.2 Commencement of the Work. To the City Supplement, ADD the following:

5. Following the Notice to Proceed and upon written acceptance and approval by the Engineer of the plant and seed lists showing species and quantities to be

ordered, you shall begin plant procurement in order to have the required material ready at the time of planting.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 **Policies and Procedures.**

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

7-3.2 **Types of Insurance.**

7-3.2.1 **Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be

signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- a) You shall 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 shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

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

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

2. Limits for this insurance must be not less than the following:

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

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

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

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

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

1. United States Army Corps of Engineers - 401 Permit
2. California Regional Water Quality Control Board – 404 Permit
3. California Department of Fish and Wildlife – Streambed Alteration Agreement
4. Caltrans - Right of Entry Permit: This permit will be acquired after the NTP has been issued. The Contractor shall schedule construction work that necessitates a permit to occur after the permit is issued, estimated to occur by January 2017. The City is not responsible for cost incurred by the Contractor due to delays in acquiring the permit from Caltrans.

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to Risk Level 2 SWPPP.

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

5. **Vegetation Flagging:** Locate and clearly flag vegetation to remain. Prior to commencement of construction activities, the contractor shall verify flagged vegetation with City Representative.

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

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

7-16 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

7-16

COMMUNITY OUTREACH.

7-16.1

General.

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.

6. Electronic Communication.
 - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
 - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
 - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

7-16.1.1 Quality Assurance.

1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, and etc.) on your behalf shall:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing.
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee.
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

7-16.1.2 Submittals.

1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
 - b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.

2. You shall use the City's internal public contact tracking system to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's internal public contact tracking system copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.

7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within the 24 hours that they are received.

7-16.2.3 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, television, bloggers, and videographers) do not have the legal right to be in the construction Site without the City's permission.
3. In the event that media representatives arrive near or on the construction Site(s), you shall keep them off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.
4. You shall report all visits from members of the media to the Resident Engineer as quickly as possible so that the City's Public Information Officer can meet with the members of the media at the construction Site(s).
5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.

6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

7-16.4 Payment.

1. The payment for the community outreach services shall be included in the Contract Price

7-20 ELECTRONIC COMMUNICATION. ADD the following:

1. Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

**ADD:
9-3.7**

Compensation Adjustments for Price Index Fluctuations. To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.

ADD the following:

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

SECTION 207 - PIPE

207-17.3.3 Solvent Cement Joints. ADD the following:

All plastic pipe pressure lines shall be solvent welded with a two-step Process, using primer and solvent cement. All non-pressure Laterals shall be solvent welded with a one-step integral Primer/solvent. Cement shall be of a fluid consistency, not gel-like or ropy.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-1.2.4 Organic Soil Amendment. ADD the following:

Type 4 organic soil amendment (compost) shall be derived from Green Material (yard waste and/or food waste) that is composted in accordance with California Code of Regulations, Title 14, Chapter 3 Article 7, 17868.3 (15-day Process to Further Reduce Pathogens and kill weed and other seeds). Incorporated into the soil, compost improves soil texture; increases both nutrient and water holding capacity; and reduces the need for commercial fertilizer. Where applicable, Organic Soil Amendment can qualify as a component of LEED certification.

Type 4 organic soil amendment must come from a compost facility that tests its compost on a quarterly basis and meets the requirements listed in Table 212-1.2.4(B). Contractor shall provide a copy of the most recent quarterly test results, and a current representative sample of the compost to be used on the project, to the City, prior to approval and the compost being used.

The City of San Diego’s Miramar Greenery produces Type 4 organic soil amendment (compost) and complies with the U.S. Composting Council’s Seal of Testing Assurance Program. The Miramar Greenery is located within the City’s Miramar Landfill at State Hwy. 52 and Convoy St. in San Diego.

<http://www.sandiego.gov/environmental-services/miramar/greenery/>

Table 212-1.2.4 (B)

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
pH	6.0 - 8.0		04.11-A 1:5 Slurry pH
Soluble salts	0 - 10	dS/m (mmhos/cm)	04.10-A 1:5 Slurry Method
Organic Matter	30 - 75%	% dry weight basis	05.07-A Loss-on-ignition Organic Matter Method (LOI)
Stability	≤ 8	mg CO ₂ /g OM/day	05.08-B carbon Dioxide Evolution Rate
Maturity	> 80% emergence	average % of control	05.05-A Germination and vigor

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
Pathogens			
Fecal coliform	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.01-B Fecal coliforms
Salmonella	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.02 Salmonella
Heavy Metal	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.13(a) Tables 1 and 3.	04.06-Heavy Metals standards, and Hazardous Elements.
Particle Size	≥ 90%	% dry weight passing through 11mm	02.02-B Sample Sieving for Aggregate Size Classification

212-1.4.1 GENERAL. DELETE paragraph 3 in its entirety and substitute with the following:

Pruning. At no time shall the trees or plant materials be pruned, Trimmed or topped prior to delivery, and any alteration of their Shape shall be conducted only with the approval and in the Presence of the Engineer.

ADD the following:

1. Engineer may observe shrubs either at place of growth or at site before planting for compliance with Requirements for genus, species, variety, size, and quality. Engineer retains right to observe shrubs further for size and condition of root systems, insects, Injuries, and latent defects and to reject unsatisfactory or Defective material at any time during progress of work. Remove rejected shrubs immediately from project site. Notify Engineer of sources of planting materials Fourteen days in advance of delivery to site.
2. **Furnish Nursery-Grown Shrubs, With Healthy Root Systems.** Provide well-shaped, fully branched, healthy, vigorous stock Free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement. Plants shall have normal well-developed, vigorous and fibrous root systems which are neither root, nor container bound, Are free of kinked

or girdling roots, and maintain a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI-Z60.1 for kind, type, and size of exterior plant required.

3. **Rejection or Substitution.** All plants not conforming to the requirements herein specified, shall be considered defective. And such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of work and replaced with new plants by the contractor, at their expense.
4. **Right to Changes.** The City reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such changes does not exceed the cost of plants in the original bid, and with the provision that the contractor shall be notified, in writing, at least thirty (30) days before commencement of planting operations.

212-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings. DELETE in its entirety and SUBSTITUTE with the following:

1. **PVC Plastic Pressure Lines.** For piping upstream of backflow Preventers, remote control valves, flow sensors, manual Control valves and quick coupling valves. All pipe two (2) Inches and larger shall be type 1, grade 1 (impact modified), and designated as PVC 1120/1220, class 315 (SDR 13.5) bell-end Pipe. All one and one-half (1-1/2) inches and smaller shall be Type 1, grade 2, designated as PVC 1120/1220, Schedule 40, Solvent-weld pipe. PVC piping shall be EPCO, PW Pipe, Pacific Plastics or equal.

Identification. Furnish plastic pipe continuously and permanently marked with the following information: Manufacturer's name or trade mark, size, class and type of pipe, working pressure at 73.4 degrees F., and National Sanitation Foundation (NSF) rating.

Use one tag for all items. All information on each unit shall be consolidated onto one double-sided tag.

Text: In addition to identifying unit, distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.

Recycled Water PVC pipe to be color-coded purple in color marked on two sides with reclaimed water warning statements "Caution-Recycled Water". Recycled water piping must be accepted by the City.

Labeling on Recycled Water tags shall be double-sided recycled water standard tags.

Recycled water sign must be Christy's ID-Sign 6 purple with white background 9.75" x 13.25" bilingual as shown in the Plans.

2. **Polyvinyl Chloride Schedule 80 Risers and Nipples.** Type 1, Grade 1, Schedule 80, high impact molded, manufactured from virgin compounds as specified for piping. Threaded ends shall be molded threads only. Machined threads are not acceptable.
3. **Polyvinyl Chloride Pipe Fittings and Connections.** Type I, grade I, schedule 40, (SCH 80 where threaded on pressure supply lines) high impact molded fittings, manufactured from virgin compounds as specified for piping, tapered socket or molded thread type, suitable for either solvent weld or screwed connections. Machine threaded fittings and plastic saddle and flange fittings are not acceptable. Furnish fittings permanently marked with following information: nominal pipe size, type and schedule of material, and national sanitation foundation (NSF) seal of approval. PVC fitting shall conform to ASTM D 2466-78.
4. **Threaded PVC Pipe and Nipples.** Shall be schedule 80. All threaded fittings and nipples shall be wrapped with Teflon tape prior to assembly. No liquid tape.

ADD:

212-2.1.7

Brass Pipe. Brass pipe shall be IPS Class 1, 85% red brass, conforming to Federal Specification WW-P351.

The pipe and fittings shall be stored under cover until used, and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lay flat so as not to be subjected to undue bending or concentrated external load at any point.

Brass Pipe Fittings and Connections SHALL BE Class 1, pressure rating, 85% red brass, threaded, conforming to Federal Specification WW-P460.

212-2.2.7

Valve Boxes. DELETE in its entirety and SUBSTITUTE with the following:

1. Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils as manufactured by Carson Industries, or equal.
2. All valve boxes shall be plastic, Carson-Brooks #1220 (for microbubbler valve assembly), #1419 (for remote control valve assembly, wire splice and pull box) and #910 (quick coupling valve assembly, air vacuum relief valve, flush valve, flow sensor), or equal, with lockable "T" covers with stainless steel bolt and washer, marked "irrigation".
3. Weatherproof plastic identification tags shall be affixed to the colored conductor in the remote control valve box.
4. The valve box cover shall be of the overlapping type, be green in color for potable water or purple in color for recycled water, and secured with a hidden latching mechanism or stainless steel bolts, washers and springs.

5. Valve boxes shall be sized per the details at top x12" depth (nominal) rectangular size. Control valve box covers shall be marked "ICV" with the valve identification number. Master valve shall be marked with "MC" and flow meters with "FM". All markings shall be "heat branded" onto the cover in 2 inch high letters / numbers.
6. All pull boxes shall be the same as above, except with lids marked "electrical".

212-2.4 Sprinkler Equipment. ADD the following:

Impact or gear-driven heads shall be manufactured with high impact plastic. Heads shall have distance control feature and arc adjustment screw. The heads shall be available as full circle or adjustable from 20 to 360 degrees. The heads shall be able to be used with various size nozzles.

The sprinkler shall have matched precipitation rate plastic nozzle with an adjusting screw capable of regulating the radius and flow and a screen under the nozzle to protect it from clogging and for easy removal when cleaning and flushing the system. The sprinkler head shall have a bottom 1/2" female NPT inlet only. The sprinkler shall have a factory-installed drain-check valve if available.

212-3.2.2 Conductors. ADD the following:

Master Valve Wire: All master valve wire shall be 14AWG, direct burial, solid copper, single conductor as recommended by master valve manufacturer.

ADD:

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, "Warning/Identification Tape Installation".

SECTION 308 - LANDSCAPE AND IRRIGATION INSTALLATION

308-1 GENERAL. ADD the following:

Prior to commencement of work, contractor shall verify in the field all access roads and points of entry in consultation with the Engineer.

All areas to be revegetated shall be inspected by the City Representative prior to commencement of the work of this contract to ensure they are free of erosion, gullies, and deleterious materials.

All access and staging of equipment and materials shall be conducted within the confines of the project site. Contractor shall not allow any vehicle to enter site when soils are in a muddy condition without approval of the City Representative. Contractor shall not drive within the planted areas after planting and seeding has been completed.

Equipment stored overnight will be limited to designated staging areas as shown on the plans.

The revegetation area shall be posted with "DO NOT ENTER - Habitat Restoration In Progress" signs indicating that entry into the area is prohibited due to sensitive revegetation efforts and habitats. The signs shall be provided by the City and placed by the contractor at locations specified by the City Representative. These signs shall be in place prior to the beginning of the maintenance period.

308-2.2 Trench Excavation and Backfill. To the City Supplement item 3 note C, DELETE in its entirety and SUBSTITUTE with the following:

LATERAL SPRINKLER LINES – ON-GRADE: Non- pressure piping shall be installed above grade with rebar J-hooks. J-hooks shall be installed at maximum 10 feet on center. Double J-hooks shall be installed at each elbow, tee, and change in pipe direction.

ADD the following

2. Locate existing lines, valves, and other underground utilities before digging trenches. Excavate trenches, prepare subgrade, and backfill to line and grade with sufficient room for pipe fittings, testing, and inspecting operations. Do not backfill until the pipe system has been subjected to a hydrostatic test as specified. Do not cover any installed control wiring until it has been tested for shorts and visually observed by the City Representative.
3. All pressurized PVC piping shall have a thrust block installed at changes of direction. The mainline pipe shall be wrapped prior to installation of concrete. All nonmetallic pressurized pipe shall be installed with metallic tape.
4. The bottom of the trench shall be free of rocks, clods, and other sharp-edged objects over 1" diameter size.
5. Following inspection and approval by the City Representative, backfill trenches with approved material, tamping around pipe and thoroughly compacting all trench fills until 85% relative compaction has been achieved for mainlines.
6. Contractor shall inspect open trenches daily and prior to backfilling trenches for trapped wildlife. City Representative will arrange for wildlife removal upon notice from contractor.

308-4.1 General. ADD the following

1. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the engineer OR project biologist. The contractor shall obtain approval of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations.

2. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

308-4.2 Protection and Storage. DELETE in its entirety and SUBSTITUTE with the following:

The contractor's on-site plant storage area shall be approved by the Engineer prior to the delivery of any plant materials.

Plants shall be stored on site for no longer than thirty (30) calendar days. Plants left on-site for more than thirty (30) calendar days may be considered defective by the engineer or project biologist and may be required to be replaced in kind, quantity, and size, by the CONTRACTOR, at the CONTRACTOR'S expense.

All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, or from any other injury. Any plant determined by the Engineer to be wilted or otherwise damaged shall be rejected at any time during this project, whether in the ground or not. All plants shall be handled solely by their containers.

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

The backfill mix around container plants shall be loose and friable native soil with all debris, rocks, and clods over 1" diameter removed.

308-5 IRRIGATION SYSTEM INSTALLATION.

308-5.1 General. ADD the following:

The CONTRACTOR shall begin the irrigation installation immediately upon direction of the engineer. This shall not occur until weed eradication, soil preparation, and grading has been satisfactorily completed.

Do not willfully install the irrigation system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or discrepancies in area dimensions exist that might not have been considered during engineering and design. Such differences shall be brought to the immediate attention of the ENGINEER. In the event this notification is not performed, the Contractor shall assume full responsibility and costs involved for any revisions necessary.

All piping shall be kept free from contaminants that may potentially enter piping during and following construction. Should Contractor's work cause contamination in the irrigation water and it exhibit itself during construction and/or the maintenance period, Contractor shall be responsible to decontaminate the entire site irrigation system's components affected by contamination by flushing the debris out until water appears clear at the satisfaction of the Engineer, at Contractor's expense. Components include, but are not limited to the following: mainlines, valves, sprinkler swing joints,

sprinklers and nozzles. Contractor shall replace components where attempts at cleaning them prove unsuccessful. All work to decontaminate system and put it back into satisfactory working order shall be completed within 48 hours of the time condition is found and/or at the time of notification by the Engineer. Work shall be done to the complete satisfaction of the Engineer.

Contractor shall employ whatever means necessary to protect valves, conduits, lateral lines and mainlines installed. Stake out facilities; use flat, sturdy material to cover shallow buried piping as required throughout the construction period to minimize damage to the installation and FOR SAFETY REASONS. Employ removable barriers as required to keep access outside of construction areas.

Should the contractor make nozzle changes or add heads as a result of site obstacles or construction changes, then the contractor shall be responsible for calculation and adjustments in pipe sizes. In no case shall flow velocities exceed five (5) feet per second.

Recycled Water Regulations: Prior to irrigation installation, the contractor shall contact the city of San Diego to notify them when the installation of irrigation piping is to begin. This shall be done by calling the city of San Diego recycled water inspector at (619) 980-4961 and Engineer prior to irrigation construction commencement. The city is responsible for inspecting the build out of the irrigation system. Once the City of San Diego approves the completed installation they will notify the County of San Diego and will arrange for the county's attendance for the final cross connection testing if required. Contact the city project manager to notify them of this test date.

Do not tie-into the domestic water system and do not tie-into the recycled water system until the county and the city grant approval following their final acceptance testing.

308-5.2.1 General. ADD the following:

When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead based Teflon tape.

308-5.2.3 Plastic Pipeline. ADD the following:

Thread lubricant shall be 3/4-INCH WIDE Teflon ribbon-type, suitable for threaded installations PER MANUFACTURER'S WRITTEN RECOMMENDATIONS.

ADD:

308-5.2.5 Sleeves and Conduits. Sleeves shall be schedule 40 PVC, TWO times the pipe size diameter and SHALL extend 12" beyond each side of pavement. The letters "E" for electrical or "W" for water shall be stamped, sawcut 1" deep in minimum 1-1/2" high letters on the pavement directly above the sleeve.

308-5.3 Installation of Valves, Valve boxes and Special Equipment. ADD the following:

Install valve boxes as shown in the detail drawings. Install more than one valve per box. Set valve boxes perpendicular and plumb to adjacent maintenance roads and to each other. Set boxes 12" apart, and adjacent to maintenance roads.

All boxes shall be locked upon installation.

The CONTRACTOR shall paint the controller station identification number of the valve and the controller clock designation on the cover of the valve box. The paint shall be aluminum asphalt-base waterproof paint.

After completion and acceptance of the irrigation system, all access holes not being used shall have rubberized caulking installed to seal all holes.

Reclaimed quick couplers to be permanently marked with the words "WARNING-RECYCLED WATER-DO NOT DRINK" on lid.

Reclaimed water ready quick couplers to be provided at all drip system flush valves on the reclaimed water system.

Remote control valves shall have an ID tag (yellow) and recycled water warning tag (for reclaimed systems) attached to the valve stem.

Reclaimed water valve boxes shall be permanently marked on valve box cover plate with the words "WARNING-RECYCLED WATER-DO NOT DRINK".

308-5.4.2 Location, Elevation, and Spacing. ADD the following:

Lean sprinkler heads on slopes (angle varies depending upon trajectory of spray and degree of slope) to maximize uphill throw. Refer to specific plan notes and details regarding sprinkler placement.

308-5.4.4 Sprinkler Head Adjustment. ADD the following:

3. No low head drainage shall be allowed. In any case where water distributed from the irrigation system is unacceptable or excessive, it shall be determined by engineer what shall be done to correct the condition.
4. Where low head drainage occurs the contractor shall install an anti-drain valve under each sprinkler head. The anti-drain valve will be the same diameter size as the riser and shall be integrated into the riser assembly valve shall be "Hunter HVC", or equal. In the case of heads with built-in anti-drain valves, the manufacturer's integrated check valve shall be used.

308-5.5 Automatic Control System Installation. ADD the following:

1. All low-voltage wiring shall follow the pressure main insofar as possible.
2. Control wires under paving shall be installed in minimum 2" PVC SCH 40 conduits at depths as specified for control wires; keep separate from water

line sleeves. All direct burial wire shall be installed such that it does not come within three (3) inches of any other wires or pipe. Pull boxes shall be provided at each end of sleeves where wiring crosses under hardscape.

3. Project Record drawings shall be reviewed by the ENGINEER before controller charts are prepared.
4. These charts shall be completed and approved prior to final inspection of the irrigation system, and shall be mounted at each controller location, and extra chart submitted to Engineer.

308-5.6 Flushing and Testing.

308-5.6.1 General. ADD the following:

All pressure regulators, backflow preventers, Y-strainers, remote control valves, quick coupling valves, and shut-off valves shall be installed prior to testing. All testing shall be in the presence of the ENGINEER unless otherwise authorized. All backflow devices shall be tested by a certifying backflow device tester. CONTRACTOR shall provide the CITY with written test results completed by a certified backflow tester prior to backflow preventer assembly's acceptance by the CITY.

Approval shall be received before backfilling any trench. Do not cover any lines or wires until they have been checked and approved by the ENGINEER.

308-5.6.2. Pipeline Pressure Test. ADD the following:

Leave all joints and fittings exposed for site inspection during pressure testing.

Repair any leaks and replace all defective pipe or fittings until lines meet pressure test requirements. Do not cover any below-grade lines until they have been checked and approved for tightness, quality of workmanship and materials.

Water pressure test shall be performed in the presence of the ENGINEER.

Mainline pressure loss during test shall not exceed 2 PSI.

308-5.6.3 Sprinkler Coverage Test. ADD the following:

The coverage test shall be performed in the presence of the ENGINEER.

308-6 MAINTENANCE AND PLANT ESTABLISHMENT. ADD the following:

1. The PROJECT BIOLOGIST will monitor all aspects of project installation and shall report any deficiencies to the CITY. The PROJECT BIOLOGIST shall serve as technical advisor to the ENGINEER throughout the project. The ENGINEER shall make the final determination as to how the work is to be performed.

2. Upon completion of the plant establishment period, a final inspection for acceptance will be performed by the project biologist. If the plant establishment period is satisfactorily completed, a field notification will be issued to the contractor to establish the effective beginning date of the 60 month maintenance and monitoring period.
3. The work shall include, but not be limited to, watering, litter control, weed control, cultivating, repair of irrigation systems, and control of diseases and pests on a monthly basis throughout the PROJECT MAINTENANCE period.

308-8 PAYMENT. To the City Supplement, DELETE in its entirety.

SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING

700-1.5 Working in Unpaved Areas. ADD the following:

10. No unauthorized personnel shall be allowed on the job site or into identified sensitive areas.
11. The overnight retention of construction equipment shall be minimized to reduce the potential for ground contamination by sabotage of machinery.
12. Any equipment or vehicles driven and/or operated adjacent to sensitive habitat area shall be checked and maintained daily to prevent leaks of materials such as oils, or any other substances that could be deleterious to wildlife and the sensitive habitat.
13. Stationary equipment, such as motors, pumps and generators shall be positioned over drip pans when located within or adjacent to the habitat area.
14. Any spills of toxic materials shall be cleaned up immediately. The appropriate agencies will be notified of all spills and methods of cleanup.
15. No wildlife will be trapped, harmed or killed unless it is deemed necessary for human safety reasons. CONTRACTOR shall alert PROJECT BIOLOGIST as soon as trapped wildlife is discovered, and PROJECT BIOLOGIST will coordinate removal.
16. CONTRACTOR employees shall sign a notice and acknowledgment form that indicates that they are aware of these conditions, and that their violation of such conditions may result in their termination of work on the site.

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

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

700-1.8.3 Mulch. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Mulch shall be, coarse, organic, weed-free bark or woodchip mulch approved by project biologist. A single application of hydromulch, composed of sixty percent wood fibers, forty percent paper and organic tackifier, shall be applied to all seeded areas.

700-1.8.4 Seed. ADD the following:

Seed tests for each species shall be conducted no more than six (6) months prior to the time of installation. For each seed type not conforming to the specified percentage of seed purity and germination, the corresponding seed application rate (LBS./ACRE) will be adjusted by the Project Biologist, using the current test results. Increased seed quantities due to lower quality seed than specified shall be furnished by seed supplier at seed supplier's cost.

Native seed shall be ordered with adequate lead time to ensure adequate supplies are available to meet the seeding schedule.

Seed Supplier to furnish seed as specified in the Plans. Seed of each species shall be furnished in quantity and quality (meeting specified minimum percentages of purity and germination) as specified in the Plan. All seed shall conform to State of California agricultural standards.

700-1.8.5 Container Stock. To the City Supplement, second paragraph, DELETE in its entirety and SUBSTITUTE with the following:

2. Commercial native plants in the plant palette shall be purchased from a qualified nursery such as Recon (619-778-6205) or Tree of Life Nursery (949-728-0685). All other nurseries will be considered provided they have a California Nursery License, the nursery is within 150 miles from the project site, the staff has experience with propagation of native Riparian and Diegan Coastal Sage Scrub plants and the nursery can demonstrate prior satisfactory production of large quantities of native plants within the specified project schedule.

700-1.8.7 Plant Inspection. ADD the following:

6. The ENGINEER and PROJECT BIOLOGIST are the sole judge as to acceptability for each plant.

The Nursery supplier shall certify in writing the origin of all plant material.

The ENGINEER reserves the right to inspect plant material at the nursery at any time during the contract period. At a minimum, the PROJECT BIOLOGIST shall inspect plants growing at the nursery ONE (1) month prior to anticipated planting date and upon delivery to the site. It is the CONTRACTOR'S responsibility to provide the nursery with the plant material specifications and quantities.

700-1.9.2 Salvage Existing Topsoil and Vegetation. To the City Supplement, first three sentences of first paragraph, DELETE in its entirety

ADD:

700-2.2.1 Timing of Site Observations. Observations herein specified shall be made by the Engineer. The Contractor shall notify the ENGINEER seven calendar days in advance of the time observation is required.

PROJECT BIOLOGIST, under separate contract to the City, shall monitor all aspects of the project and shall have "stop work" authority over the CONTRACTOR.

Site observations shall be required for the following parts of the work (completed portions of work shall be combined for single observation visit whenever possible):

1. Prior to commencement of ground work to verify existing conditions.
2. Following weed eradication and prior to seeding or planting.
3. Prior to planting, layout of the irrigation systems: pressure supply line routing and lateral line routing and spray system layout once plant locations have been discussed and coordinated.
4. Upon installation and testing of service and control systems, including any valves, sensors, flow meters, backflow preventers, automatic controller(s), and wires.
5. IRRIGATION Mainline Pressure tests and Sprinkler coverage tests.
6. At completion of the second grow-kill cycle.
7. Incorporation of amendments into the soil and upon completion of fine grading prior to planting.
8. Upon delivery of plant materials to the project site.
9. When shrubs are spotted in place for planting, but before planting holes are excavated.
10. A Site Inspection Visit and performance test by the CONSTRUCTION MANAGER shall be at the same time as the final Site Inspection Visit for the specified Plant Establishment Period and warranty.
11. When all specified work, except the Maintenance Period has been completed. Acceptance and written approval of completed work shall establish the beginning of the Maintenance Period.

700-2.3.6 Weed Eradication. ADD the following (at the beginning):

Weed and non-native eradication shall be carried out via the following methods: systemic herbicide, cut-stump method, drill and kill method or a combination of these methods. REFER TO SECTION 700-2.3.6.3 FOR SPECIES SPECIFIC ERADICATION METHODS.

ADD the following (at the end):

Intentional or unintentional application of herbicides to non-target plants is prohibited. If the ENGINEER determines through consultation with the PROJECT BIOLOGIST that herbicides were applied to non-target plants due to neglect, the CONTRACTOR shall replace all affected plants (materials and labor). The replacement plant(s) shall be the same type, size, and quality as the affected plant(s). The cost (all materials and labor) shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall be responsible for restoring and/or mitigating as appropriate for any impacts to adjacent habitat resulting from the WORK.

The site must be weed-free prior to installation of plants or seed, as determined by the ENGINEER in consultation with the PROJECT BIOLOGIST.

ADD

700-2.3.6.1

Target Weed Species. Complete eradication of the following species shall be conducted throughout the project area during project implementation and Maintenance Period. Other weed species not identified in this specification including, but not limited to, Ice Plant (*Carpobrotus edulis*), Jubata grass (*Cortaderia jubata*), Sweet fennel (*Foeniculum vulgare*), Fountain grass (*Pennisetum setaceum*), cocklebur (*Xanthium sp*), and other non-native perennials and annuals shall be treated and eradicated from the site at the discretion of the PROJECT BIOLOGIST per the methods described herein. REFER to 700-2.3.6.2 SPECIES SPECIFIC ERADICATION METHODS.

SCIENTIFIC NAME	COMMON NAME
<i>Arundo donax</i>	Arundo
<i>Cortaderia sp.</i>	Pampas Grass
<i>Delairea adorata</i>	Cape Ivy
<i>Eucalyptus camaldulensis</i>	Eucalyptus
<i>Ficus carica</i>	Common Fig
<i>Lepidium latifolium</i>	Perennial Pepperweed
<i>Myoporum laetum</i>	Ngaio Tree
<i>Nerium oleander</i>	Oleander
<i>Phoenix canariensis</i>	Canary Island Date Palm
<i>Washingtonia robusta</i>	Mexican Fan Palm
<i>Ricinus communis</i>	Castor Bean
<i>Schinus molle</i>	Peruvian Pepper Tree
<i>Schinus terebinthifolius</i>	Brazilian Pepper Tree
<i>Tamarix sp.</i>	Tamarisk

700-2.3.6.2 Methods of Herbicide Application. Painting of herbicide into a fresh wound or cut stump with a hand-held spray bottle; or spraying with the use of a backpack sprayer with the throttle adjusted to low volume under low pressure.

No herbicide application shall be applied when the temperature exceeds 80 degrees Fahrenheit, within 24 hours of new plantings, or when wind conditions exceed 10 miles (16.1 kilometers) per hour. Furthermore, no herbicide application shall be applied when rain is expected within two (2) to three (3) hours of the proposed application time.

700-2.3.6.3 Species Specific Eradication Methods.

1. **Arundo** – Eradication of arundo will be accomplished with the foliar herbicide method. The foliar application of two (2) to five (5) percent solution of 'RODEO' applied at a rate of 0.06 to 0.10 gallon per acre shall be used. The application of herbicide shall take place in the fall when the plant is in its post flowering/pre-dormancy period (typically mid-August to early November). Two to three weeks after the foliar herbicide treatment, the leaves and stalks will brown and soften to allow for easier clearing. Treated material will be removed from the site. Root masses will be broken up and removed from the site as needed to allow installation of container plants and seed for revegetation.
2. **Pampas Grass** – A brush cutter will be used to cut the grass clumps down to a 3.0 to 5.0 foot (0.9-1.5 meters) tall stump. Once cut, debris will be cleared so that cut leaves are exposed and treated immediately with a minimum of four percent glyphosate herbicide at 20 gallons per acre. For smaller clumps the plants will be eradicated through clearing and grubbing activities, then removed from the site and left upside down with the roots exposed to die and prevent re-growth. Live pampas grass roots will never be retained onsite as this may allow the species to spread.
3. **Cape Ivy** - Eradication of cape ivy will be accomplished with the foliar herbicide method. A mixture of 0.5 percent glyphosate, 0.5 percent triclopyr, and 0.1 percent silicone surfactant in water shall be applied as late in the spring as possible, ideally when plants are photosynthesizing actively but past flowering so the herbicide can be transported with sugars to underground storage organs.
4. **Eucalyptus** - Eucalyptus will be eradicated using the girdling method (cutting through the cambium resulting in dead tissues above the cut) and left as snags to provide habitat for birds. When safety is an issue and trees are located adjacent to sidewalks, roads, or parking lots trees will be treated with the cut-stump method. Trees shall be cut as close to ground as possible and the remaining stump treated with triclopyr (Garlon 3A® or Garlon 4® Ultra) immediately after cutting at a rate of 80 percent in an oil carrier.
5. **Common Fig** - Eradication of common fig will be accomplished with the cut stump method followed by herbicide application. All trunks and sucker shoots shall be cut to 6.0 to 18.0 inches (15.2 to 45.7 centimeters) above the ground

and cut stumps saturated with a 100 percent solution of an amine formulation of triclopyr herbicide, such as Garlon 3A® or Brush-B-Gone A®.

6. **Perennial Pepperweed** - Eradication of perennial pepperweed will be accomplished with the foliar herbicide application method through use of glyphosate herbicide.
7. **Ngaio Tree** - Both seedlings and established ngaio tree will be eradicated with the cut-stump method. Grubbing will also be used on a limited basis as an alternative method of treatment when eradicating small seedlings less than one (1) inch in diameter. For use of the cut-stump method, each trunk shall be cut to ground level and saturated with a concentrated glyphosate herbicide. Care will be taken to ensure that the trunk is cut as low as possible to avoid leaving any amount of stump that may allow for re-sprouting.
8. **Oleander** - Eradication of oleander will be accomplished with the cut stump method followed by herbicide application.
9. **Palms** - Canary Island date palms and Mexican fan palms will be eradicated through use of the drill and kill method. Fronds will be removed and drilling will occur to the center of the palm to allow for injection of concentrated glyphosate herbicide. The palm will be monitored and reapplied with herbicide as necessary until dead. Palms will be left in place to slump upon themselves unless removal is required for native replanting or there is a safety concern.
10. **Castor Bean** - Eradication of castor bean will be accomplished with the cut-stump method. Each plant will be cut as close to the ground as possible and the remaining stump treated with 100 percent solution of an amine formulation of triclopyr herbicide, such as Garlon 3A® or Brush-B-Gone A® immediately after cutting.
11. **Brazilian and Peruvian Pepper Trees** - Brazilian and Peruvian pepper trees will be eradicated with the cut-stump method when not flowering. Trunks will be cut as close to the ground as possible when the plant is not fruiting (generally fall and winter) to avoid reproduction by seeds contained in the fruits. If fruit is present on the trees at the time of cutting, care shall be taken not to spread the fruits to other locations. Once cut, glyphosate shall be carefully applied to the thin living cambium tissue layer of the remaining stump.

The basal bark herbicide application method will be employed when trees are flowering. This involves herbicide application around the entire circumference of an uncut tree trunk approximately 12.0 to 18.0 inches (30.5 to 45.7 centimeters) above the base of the tree. The herbicide used shall contain triclopyr ester. Acceptable herbicides include Garlon 4® diluted with a penetrating oil or Pathfinder II®, which is pre-mixed with penetrating oil.

A foliar herbicide application method using herbicide containing glyphosate will be administered for the eradication of Brazilian and Peruvian pepper tree seedlings.

12. **Tamarisk** - Eradication of tamarisk will be accomplished with the cut-stump method. Each tree will be cut as close to the ground as possible and the remaining stump treated with Garlon 3A or Garlon 4 Ultra immediately after cutting.

700-2.3.6.4 Grow-Kill Cycle. Following installation of the irrigation system, contractor shall conduct two (2) grow-kill cycles of a minimum of 15 days each.

Each grow-kill cycle shall consist of running the irrigation system for 15 days of a standard cycle. Each irrigation zone shall be watered a minimum of three times. After 15 days, apply foliar herbicide to all sprouted target species.

Repeat cycle.

700-2.3.6.5 Protection, Storage and Preparation. All personnel must wear protective clothing as required by law and shall stringently follow label directions and precautions.

Spray bottles and other containers of herbicides shall be tightly secured during movement within the project area.

No non-target native plants or seedlings shall be contaminated during spraying or stump treatment. Any drift of herbicide spray into adjacent areas is prohibited. CONTRACTOR shall take all precautions to protect adjacent habitat including, but not limited to, providing a barrier to herbicide drift if necessary.

Herbicide preparation (mixing, addition of dye and surfactant) shall only be allowed in approved on-site areas. The pouring of prepared herbicide into spray or paint apparatus shall be conducted only in the approved area.

All herbicide solutions shall be marked by a brightly-colored dye.

Plants treated with herbicide shall not be disturbed until the glyphosate has taken effect, approximately 4-8 weeks after application, per manufacturer's instructions.

Cut-and-paint treatment requires the application of the herbicide on a fresh cut within TWO (2) minutes of cutting, before the sap on the cut surface begins to congeal. If more than 2 minutes elapse, the stump shall be re-cut and the fresh cut shall be painted. A phased operation is recommended, where the target plant is cut and the top vegetation is removed in the initial phase. The stumps or stems are re-cut and the fresh wounds are painted in this second phase to ensure penetration of herbicide.

Certain weed species shall be eradicated by treating the entire foliage surface with herbicide. A backpack sprayer adjusted to a low volume spray under low pressure shall be used to treat the vegetative portions of the selected weed species as described in these specifications.

700-2.8 Hydro Seeding. ADD the following:

Prior to hydroseeding the soil within biomass removal haul routes surface shall be raked or lightly ripped to create crevices in which seed will lodge. Rakes shall have large tines to create crevices for germinating seed.

If CONTRACTOR washes significant amount of seed off areas through over-watering, CONTRACTOR shall reseed even if that area shows some growth. If seed has been pretreated, CONTRACTOR is responsible to make sure seed is in proper state before seeding. All bags of seed not identified by supplier by date of collection shall be rejected by CONSTRUCTION MANAGER. Any areas seeded with improperly stored or handled seed shall be reseeded.

All hydroseeding shall occur after container plants have been installed and approved by the ENGINEER, CONSTRUCTION MANAGER, and PROJECT BIOLOGIST.

700-2.9 Container Planting. ADD the following:

Plants shall be spotted in place prior to planting under the observation of the Project Biologist. Relative position of all plants is subject to approval by the Project Biologist and they shall, if necessary, be relocated as directed, as part of the contract.

Project Biologist shall make periodic observations during planting. Any plants not properly handled, located, or planted shall be subject to removal and replacement at the Engineer direction and at Contractors expense.

Contractor shall apply water in sufficient quantities, and as often as seasonal conditions require, to keep the ground moist at all times to the depth of the root system of container plants.

Contractor shall measure soil moisture with a tensiometer.

700-2.13 Warranty and Replacements. ADD the following:

5. The CONTRACTOR shall guarantee all seed and plant material to remain in a vigorous, thriving condition for a period of ONE (1) year following acceptance of the 120-Day Plant Establishment Period.
6. The CONTRACTOR shall remove and replace all dead and diseased plants during the warranty period. Any material not growing properly during this period shall be replaced by the CONTRACTOR within thirty (30) days of receipt of written notice by the ENGINEER. Failure to replace dead or diseased plants within the prescribed time shall cause the Warranty Period to be extended one day for each day the replacement plants are late. If CONTRACTOR fails to make replacements within the time limit, the ENGINEER may replace them at CONTRACTOR'S expense

SECTION 701 – WATER POLLUTION CONTROL

701-11 POST-CONSTRUCTION REQUIREMENTS. To the City Supplement, second paragraph, ADD the following:

Comply with the following post-construction requirements:

1. The Contractor shall ensure that no irrigation runoff or wind blown spray reach the river channel.

SECTION 705 – WATER DISCHARGES

705-2.6.1 General. To the City Supplement, item 3, CORRECT reference to Section 803 to read "Section 703".

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

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Development Services Department has prepared a Categorical Notice of Exemption for the Stadium Wetland Mitigation Project, as referenced in the Contract Appendix. You must comply with all requirements of the Categorical Notice of Exemption and all other environmental permits including those received from the U.S. Army Corps of Engineers, San Diego Regional Water Quality Control Board, and California Department of Fish and Wildlife as set forth in the Contract Appendix A.

Compliance with the City's environmental document and Agency Permits is included in the various Bid items, unless a bid item has been provided.

707-2 ARCHEOLOGICAL AND NATIVE AMERICAN MONITORING PROGRAM. To the City Supplement, ADD the following:

5. The City will retain a qualified archaeologist for this contract. The Contractor shall coordinate its activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the working day before monitoring is required. See 2-11, "INSPECTION" for details.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

TECHNICALS

TECHNICALS
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SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 GENERAL

- A. The WORK to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the CITY.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK includes, but is not limited to the furnishing of all labor, materials, equipment, and services necessary to construct the Stadium Wetland Mitigation Project as specified by the construction drawings and these Contract Specifications and restore 57 acres of native habitat.
- B. The WORK is located within the San Diego River between Interstate-805 and Interstate-15, north of Camino Del Rio North and south of Qualcomm Stadium in the Mission Valley Community Planning Area of the City of San Diego, See Location Map Attached.
- C. The Stadium Wetland Mitigation Project will restore approximately 56 acres of native habitat, of those 56 acres approximately 21.9 acres of Riparian Woodland will be rehabilitated, 33.9 acres of Riparian Woodland will be enhanced, and 0.6 acres of Diegan Coastal Sage Scrub will be restored.

Project WORK elements include, but are not limited to: removal and disposal of non-native vegetation, trash and debris; installation of fencing and signage; implementation of best management practices; installation of a temporary irrigation system; conducting two grow-kill cycles; revegetation with native plants, cuttings, and seeds; implementation of a 120-day plant establishment period; and a one-year maintenance and warranty period followed by four more years of maintenance. Appropriate erosion control measures and BMPs shall be employed during the entire project.

1.3 CONTRACT METHOD

- A. The WORK will be constructed under a phase funded contract.

1.4 WORK BY OTHERS

- A. **Interference With Work On Utilities:** The CONTRACTOR shall cooperate fully with all utility forces of the CITY or forces of other public or private agencies engaged in the inspection or maintenance of any facilities which

interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said inspection or maintenance of facilities.

1.5 SPECIFIC COORDINATION AND MILESTONE REQUIREMENTS

A. Coordination Requirements

The CONTRACTOR shall coordinate the WORK of this Contract with the work of other contractors on the project site and adjacent land owners. Coordination activities include, but are not limited to, the scheduling of work at interface locations to permit adjacent or connecting work by other contractors, providing necessary shop drawing information to other contractors, and working with other contractors to conduct functional testing of systems and start-up of the facility. Specific coordination requirements with other contractors include, but are not limited to, the following:

1. For Coordination of the WORK and further project updates in the contract, please contact:

Sean Paver, Project Manager
City of San Diego, Public Utilities Department
9192 Topaz Way, MS 901
San Diego, California 92123
(858) 292-6410

2. Pedestrian and vehicle access to the project site shall be via the staging areas identified in the attached construction drawings, or per the ENGINEER's direction. Once installation of plants and seed has occurred no vehicle or equipment traffic shall be permitted within the project areas unless authorized by the ENGINEER.

B. Interim Milestone Requirements

1. Interim Milestone 1 – **MOBILIZATION**- CONTRACTOR shall complete all site preparation, including but not limited to, access improvements, installation of temporary fencing and preparation of staging area, within ten (10) days from issuance of NTP.
2. Interim Milestone 2 – **STORM WATER POLLUTION PREVENTION PLAN DEVELOPMENT** – CONTRACTOR shall develop the SWPPP within ninety (90) days from issuance of NTP.
3. Interim Milestone 3 – **REMOVAL AND DISPOSAL OF NON-NATIVE VEGETATION AND DEBRIS** – CONTRACTOR shall complete initial non-native vegetation and debris removal prior to February 15 and within one hundred and twenty (120) days from NTP. Initial non-native vegetation and debris removal must occur between September 16 to February 14.
4. Interim Milestone 4 – **STORM WATER POLLUTION PREVENTION PLAN IMPLEMENTATION** – CONTRACTOR shall implement the SWPPP as specified in Section 7 of the "Whitebook" during all phases of the project

to ensure compliance with municipal Storm Water Permit and Construction General Permit.

5. Interim Milestone 5 - **FENCE INSTALLATION AND REPAIR** - CONTRACTOR shall install fencing and gates, and repair existing fencing within one hundred and fifty (150) days from issuance of NTP.
6. Interim Milestone 6 - **IRRIGATION MATERIALS AND INSTALLATION** - CONTRACTOR shall complete irrigation system installation within one hundred and fifty (150) days from issuance of NTP
7. Interim Milestone 7- **GROW-KILL CYCLE** - CONTRACTOR shall complete two grow-kill cycles within one hundred and eighty-five (185) days from issuance of NTP.
8. Interim Milestone 8 - **PLANT PROCUREMENT AND INSTALLATION** - CONTRACTOR shall complete container plant installation within two hundred and forty (240) days from issuance of NTP.
9. Interim Milestone 9 - **SEED PROCUREMENT AND INSTALLATION OF SEED AND HYDROMULCH**- CONTRACTOR shall complete 2 step seeding process within two hundred and fifty (250) days from issuance of NTP.
10. Interim Milestone 10 - **REVEGETATION ACCEPTANCE** - CONTRACTOR shall complete all non-native plant and debris removal, irrigation installation, fence installation and repair, plant and seed installation, and installation of erosion control BMP's and obtain revegetation acceptance within two hundred and sixty (260) calendar days from issuance of NTP.
11. Interim Milestone 11 - **120-DAY PLANT ESTABLISHMENT PERIOD** - CONTRACTOR shall obtain ENGINEER acceptance of the 120-day plant establishment period within three hundred and eighty (380) calendar days from issuance of NTP.
12. Interim Milestone 12 - **YEAR ONE MAINTENANCE AND WARRANTY PERIOD** - CONTRACTOR shall obtain ENGINEER acceptance of the Year One Maintenance and Warranty Period within three hundred sixty-five (365) calendar days from acceptance of 120-day Plant Establishment Period.
13. Interim Milestone 13 - **YEAR TWO MAINTENANCE PERIOD** - CONTRACTOR shall complete Year Two Maintenance Period within three hundred sixty-five (365) calendar days from acceptance of the Year One Maintenance and Warranty Period.
14. Interim Milestone 14 - **YEAR THREE MAINTENANCE PERIOD** - CONTRACTOR shall complete Year Three Maintenance Period within three hundred sixty-five (365) calendar days from acceptance of the Year Two Maintenance Period.
15. Interim Milestone 15 - **YEAR FOUR MAINTENANCE PERIOD** - CONTRACTOR shall complete Year Four Maintenance Period within three

hundred sixty-five (365) calendar days from acceptance of the Year Three Maintenance period.

16. Interim Milestone 16 - **YEAR FIVE MAINTENANCE PERIOD** - CONTRACTOR shall complete Year Five Maintenance Period within three hundred sixty-five (365) calendar days from acceptance of the Year Four Maintenance Period.

1.6 CONTRACTOR'S USE OF THE PROJECT SITE

- A. All access and staging of equipment and materials shall be conducted within the confines of the limit of work as shown on the plans and in accordance with all CITY approved areas.
- B. The CONTRACTOR shall make every effort to maintain access and parking for all personnel during construction. In the event that parking or access cannot be maintained, the CONTRACTOR shall provide alternate parking areas and signage directing traffic to the property and parking area. Notice shall be given to any persons affected by construction.
- C. Activities shall conform with the noise regulations of the City of San Diego. In no case shall construction noise measured at the closest property line exceed 75 dB(A) averaged over a 24-hour period. In addition the CONTRACTOR shall:
 1. Select the quietest type of equipment possible and install factory-standard silencing equipment in power-operated equipment.
 2. Turn off idling equipment.
 3. Schedule the noisiest operations to coincide with times of highest ambient noise levels.
- D. The CONTRACTOR shall adhere to all construction restrictions. The CITY shall provide copies of permits and biological technical reports to the CONTRACTOR. A BIOLOGIST shall be commissioned BY the CITY to provide biological support.
 1. During the bird nesting season (February 1 to September 15) certain construction activities may be restricted to comply with Federal, State, and local regulations. The CONTRACTOR shall be aware of these restrictions and plan construction activities appropriately to avoid violating regulations or permit conditions.

1.7 CITY'S USE OF THE PROJECT SITE

- A. The CITY may use all or part of the existing site during the entire period of construction. The CONTRACTOR shall cooperate and coordinate with the ENGINEER and the PROJECT MANAGER to facilitate the CITY'S operations and to minimize interference with the CONTRACTOR'S operations at the

same time. In any event, the CITY shall be allowed access to the project site during the period of construction.

1.8 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS

- A. The following words have the meaning defined in the Technical Portions of the WORK:

Indicated - is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as "shown," "noted," "scheduled," and "specified" also may be used to assist in locating information but no limitation of location is implied or intended.

Furnish - means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.

Install - defines operations at the site including assembly, erection, placing, anchoring, applying, and shaping to dimension, finishing, curing, protecting, and cleaning, ready for the CITY'S use.

Provide - is defined as furnish and install, ready for the intended use.

Installer - a person or firm engaged by the CONTRACTOR or any subcontractor for the performance of installation, erection, or application work at the site. Installers must be expert in the operations they are engaged to perform.

1.9 SCOPE OF WORK

- A. Mobilization

The CONTRACTOR shall be responsible for mobilization and demobilization. The CONTRACTOR shall be responsible for preparing the site for construction, installation of boundary markers/fencing indicating limits of work, access improvements, and staging area preparation. The CONTRACTOR shall install up to 100 City provided signs at conspicuous locations along project boundaries. The CONTRACTOR shall provide onsite sanitary facilities for CONTRACTOR personnel and have all OSHA required notices and safety programs available onsite.

- B. Treatment, Removal, and Disposal of Non-Native Vegetation and Debris

The CONTRACTOR shall be responsible for treating and removing all non-native vegetation, trash and debris from the project area prior to February 15 as described in Section 700 of the "Whitebook" and this document. All debris shall be hauled offsite and disposed of at a legally acceptable refuse facility at the CONTRACTOR'S expense. The Contractor shall track the amount of trash and debris removed from the site and provide it to the Engineer for reporting purposes.

- C. Storm Water Pollution Prevention Plan Design and Implementation

The contractor shall be responsible for developing and complying with the project's Storm Water Pollution Prevention Plan (SWPPP) as described in Section 7 of the "Whitebook" and this document. Best Management Practices, erosion control, and dust suppression measures shall be implemented throughout the project at the contractor's expense. Ineffective erosion control measures shall be replaced as deemed necessary by the ENGINEER. After completion of the project or when determined by the ENGINEER that temporary erosion control measures (such as silt fencing or straw wattles) are no longer needed, the CONTRACTOR shall remove and dispose of all temporary erosion control material at a legally acceptable refuse facility at the CONTRACTOR'S expense.

D. Irrigation Materials and Installation

The CONTRACTOR shall be responsible for furnishing, delivering, installing, and operating a temporary irrigation system as indicated by the construction drawings, as specified by the irrigation specifications, and in accordance with all City and County Regulations. The CONTRACTOR is responsible for ensuring that all workers are aware of all rules and regulations regarding operation of a recycled water irrigation system and ensuring that those who will be operating the system have completed the Recycled Water Site Supervisor Training. The CONTRACTOR shall warranty and maintain the proper operation of the irrigation system throughout the duration of the project. Once it has been determined by the ENGINEER that irrigation is no longer needed, the CONTRACTOR shall be responsible for removal and disposal of all above grade and exposed irrigation components and irrigation boxes at a legally acceptable refuse facility at the CONTRACTOR'S expense.

E. Grow/Kill Cycle

The CONTRACTOR shall be responsible for implementing grow/kill cycles following ENGINEER acceptance of the irrigation system. Two grow/kill cycles each consisting of approximately 15 day duration shall be implemented prior to planting or seeding the project area. Acceptance of Grow/Kill Cycles shall be subject to the approval of the ENGINEER.

F. Plant Procurement and Installation

The CONTRACTOR shall be responsible for procurement of container plants from a qualified local nursery to ensure timely delivery of revegetation materials. The CONTRACTOR shall be responsible for procuring native plant cuttings as specified by the construction drawings. The CONTRACTOR shall be responsible for installing container plants and cuttings as indicated by the construction drawings and as specified in the landscape specifications. All plants shall be spotted for installation by the ENGINEER. The CONTRACTOR is responsible for all costs associated with coordination, acquisition, storage and delivery, and installation of plant materials.

G. Seed Procurement and Installation of Seed and Hydromulch

The CONTRACTOR shall be responsible for procurement of native seed material from a qualified local nursery/seed provider to ensure timely delivery of revegetation materials. The CONTRACTOR shall be responsible for seeding and hydromulching the site as specified by the construction drawings and as specified in the landscape specifications. The CONTRACTOR is responsible for all costs associated with coordination, acquisition, storage and delivery, and installation of seed materials. The CONTRACTOR shall furnish and deliver all seeds, tackifiers, fertilizers, mulch, and equipment necessary to complete the seeding and hydromulching.

H. Fence Installation and Repair

The CONTRACTOR shall be responsible for installing fencing, repairing the existing fencing, and installing gates as indicated in the construction drawings. The CONTRACTOR shall be responsible for installing CITY provided signs along the fenced parameter of the site. The CONTRACTOR shall furnish and deliver all materials, equipment, and labor necessary for installation of fencings and signs, and repair of existing fencing. After installation and repair of the existing fencing, the CONTRACTOR shall be responsible for maintaining the fence in good condition for the duration of the project.

J. 120-Day Plant Establishment Period

The CONTRACTOR shall be responsible for implementing a 120-Day Plant Establishment Period (PEP) following CITY acceptance of revegetation installation as specified in the construction drawings and these contract documents. The CONTRACTOR shall perform maintenance as necessary, and no less than once per month, to keep the site free of weeds and debris and to foster native plant establishment throughout the term of the PEP. Maintenance activities shall include weeding, watering, reseeding, replanting, erosion control maintenance, and trash removal as necessary. Acceptance of the PEP shall be subject to the approval of the ENGINEER.

K. Year One Maintenance and Warranty Period

The CONTRACTOR shall be responsible for implementing the Year One Maintenance and Warranty Period as specified in the construction drawings and these contract documents following acceptance of the PEP. The CONTRACTOR shall perform maintenance as necessary, and no less than once per month, to keep the site free of weeds and debris and to foster native plant establishment throughout the Year One Maintenance and Warranty Period. No target species or non-native vegetation shall be allowed to flower or reach a height greater than 6-inches. Maintenance activities shall include weeding, watering, plant replacement, reseeding, erosion control maintenance, fence repair, and trash removal as necessary. Acceptance of the Year One Maintenance and Warranty Period shall be subject to the approval of the ENGINEER.

L. Year Two Maintenance Period

The CONTRACTOR shall be responsible for implementing the Year Two Maintenance Period following acceptance of the Year One Maintenance and Warranty Period as specified in the construction drawings and these contract documents. The CONTRACTOR shall perform maintenance as necessary, and no less than once per month, to keep the site free of weeds, target species, and debris and to foster native plant establishment throughout the Year Two Maintenance Period. No target species or non-native vegetation shall be allowed to flower or reach a height greater than 6-inches. Maintenance activities shall include weeding, watering, plant replacement, reseeding, erosion control maintenance, and trash removal as necessary. Acceptance of the Year Two Maintenance Period shall be subject to the approval of the ENGINEER.

M. Year Three Maintenance Period

The CONTRACTOR shall be responsible for implementing the Year Three Maintenance Period following acceptance of the Year Two Maintenance Period as specified in the construction drawings and these contract documents. The CONTRACTOR shall perform maintenance as necessary, and no less than once per month, to keep the site free of weeds, target species, and debris and to foster native plant establishment throughout the Year Three Maintenance Period. No target species or non-native vegetation shall be allowed to flower or reach a height greater than 6-inches. Maintenance activities shall include weeding, watering, plant replacement, reseeding, erosion control maintenance, and trash removal as necessary. Acceptance of the Year Three Maintenance Period shall be subject to the approval of the ENGINEER.

N. Year Four Maintenance Period

The CONTRACTOR shall be responsible for implementing the Year Four Maintenance Period following acceptance of the Year Three Maintenance Period as specified in the construction drawings and these contract documents. The CONTRACTOR shall perform maintenance as necessary, and no less than once per month, to keep the site free of weeds and debris and to foster native plant establishment throughout the Year Four Maintenance Period. No target species or non-native vegetation shall be allowed to flower or reach a height greater than 6-inches. Maintenance activities shall include weeding, watering, plant replacement, reseeding, erosion control maintenance, and trash removal as necessary. Acceptance of the Year Four Maintenance Period shall be subject to the approval of the ENGINEER.

O. Year Five Maintenance Period

The CONTRACTOR shall be responsible for implementing the Year Five Maintenance Period following acceptance of the Year Four Maintenance Period as specified in the construction drawings and these contract documents. The CONTRACTOR shall perform maintenance as necessary, and no less than once per a month, to keep the site free of weeds, targets species, and debris and to foster native plant establishment throughout the Year Five Maintenance Period. No target species or non-native vegetation

shall be allowed to flower or reach a height greater than 6-inches. Acceptance of the Year Five Maintenance Period shall be subject to the approval of the ENGINEER.

P. Document Submittals

Documents included for submittal to the CITY by the CONTRACTOR will include a cost loaded schedule, a list of submittals with submission dates, irrigation system manuals and keys, and various warranty, safety, administrative, and project close out documents.

**** END OF SECTION ****

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section defines the Lump Sum Prices, Unit Prices and Allowances listed in the Bid Schedule, and the manner in which they will be used to determine measurement and payment for all items included in the Bid Schedule.
- B. Payment for all items of the Bid Schedule whether lump sum or unit price shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs shall be included in the prices named in the Bid Schedule for the various items of WORK.
- C. Final payment for WORK covered by Unit Prices will be made on the basis of the actual measured quantities accepted by the PROJECT MANAGER multiplied by the Unit Price of the Bid Schedule.

1.2 BID PROPOSAL

- A. Lump Sum Prices: The CONTRACTOR shall provide Lump Sum Prices in the Bid Schedule for all WORK in the Contract Documents, except items of WORK listed in the Contract as Unit Priced Items. For Lump Sum items, only the total amount need be filled in.
- B. Unit Price Items: Unit Price Items are provided by the CITY identified in the Contract Documents. In the appropriate places on the Bid Schedule each Bidder shall quote Unit Prices for the items of WORK in the units stated. Each unit price shall cover all costs and charges, including, without limitation, the costs of material, fabrication, delivery, installation or application, supervision, bond and insurance charges, overhead, profit, and taxes. Unit Prices provided by the CITY shall be held good and in effect until the WORK is completed and accepted by the ENGINEER.
- C. Allowance Items: Allowance Item amounts are provided by the CITY to cover the cost of WORK not presently identified in the Contract Documents. Payment for Allowance Items will be made only when authorized as described in Part 1.3 below and specifications included in the Greenbook, Whitebook, and this document.

1.3 MEASUREMENT AND PAYMENT

A. **General:** This article defines the manner and method to develop the Lump Sum, Unit Price, and Allowance bid amounts of all items identified in the Bid Schedule. Bid amounts will include all plant, equipment, tools materials, labor, service, and all other items required to complete the WORK included in the Contract unless specifically excluded by this section. WORK required for which no separate bid item is identified will be considered as a subsidiary obligation of the CONTRACTOR, and the cost therefore shall be included in the most applicable bid item. Compensation for completion of the WORK will be determined by use of the cost loaded CPM schedule (reference Section 9 of the "Whitebook"). Bid amounts for each item will be the basis for development of budget values for activities included in the cost loaded CPM schedule as described in Section 9 of the "Whitebook". Unit Price and Allowance Bid Item amounts will also be adjusted by a Change Order to the contract amount when WORK is completed, and actual authorized quantities and Allowance amounts are established. The allowable variation in quantities is identified in each Unit Price Bid Item.

B. **Contract Required WORK:**

1. **Bonds (Lump Sum)**

Payment for bonds will be made at the lump sum price named in the Bid Schedule under Item No. 1, which price shall constitute full compensation for bonds with the sole exclusion of payments to be made as defined in Section 2 of the "Whitebook".

2. **Mobilization (Lump Sum)**

Payment for mobilization, demobilization, and site preparation will be made at the lump sum price named in the Bid Schedule under Item No. 2, which price shall constitute full compensation for all site preparation with the sole exclusion of payments to be made as defined in Section 9 of the "Greenbook". Payments will be based on percent work complete for each billing period.

3. **Storm Water Pollution Prevention Plan Development – SWPPP (Lump Sum)**

Payment for development of a SWPPP shall be made at the lump sum price named in the Bid Schedule under Item No. 3, which price shall constitute full compensation for development of the SWPPP as defined in Section 7 of the "Whitebook" with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

4. **Storm Water Pollution Prevention Plan Implementation (Lump Sum)**

Payment for Implementation of the SWPPP including installation and implementation of temporary erosion control measures and best management practices, including but not limited to fiber rolls and silt fencing, and removal of temporary erosion control measures and best management practices shall be made at the lump sum price named in the Bid Schedule under Item No. 4, which price shall constitute full compensation for

SWPPP implementation with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

5. Removal and Disposal of Non-Native Vegetation and Debris (Lump Sum)

Payment for initial removal of non-native vegetation, trash, and debris shall be made at the lump sum price named in the Bid Proposal under Item No. 5, which full price shall constitute full compensation for coordinating, labor, equipment and materials necessary to complete the work as described in the contract drawings and specifications, with the sole exclusion of payments to be made as defined herein for the other items in the Bid Proposal.

6. Irrigation Materials, Installation, and Removal (Lump Sum)

Payment for procurement of irrigation materials and installation of the irrigation system and removal of irrigation system shall be made at the lump sum price named in the Bid Schedule under Item No. 6, as described in the contract documents and specifications, which price shall constitute full compensation for materials, labor, inspections, and equipment necessary to install and remove the irrigation system as defined in the specifications, with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

7. Fence Installation

Payment for procurement of fence material and installation of the fencing shall be made at the unit cost price in the Bid Schedule under Item No. 7, as described in the contract documents and specification.

8. Fence Repair

Payment for procurement of fence material and repair of existing fencing shall be made at the unit cost price in the Bid Schedule under Item No. 8, as described in the contract documents and specification.

9. Vehicle Gate Installation

Payment for procurement of vehicle gate material and installation of the gates shall be made at the unit cost price in the Bid Schedule under Item No. 9, as described in the contract documents and specification.

10. Pedestrian Gate Installation

Payment for procurement of pedestrian gate material and installation of the gates shall be made at the unit cost price in the Bid Schedule under Item No. 10, as described in the contract documents and specification.

11. Grow Kill Cycles (Unit Price)

Payment for maintenance during grow kill cycles will be made at the unit cost price in the Bid Schedule under Item No. 11, as described in the contract documents and specifications. The contract unit price per grow kill cycle shall include all labor, materials, tools, equipment, transportation, and incidentals to complete the work as indicated by the plans and specifications.

12. Plant Installation (Unit Price)

Payment for plant and cutting installation shall be made at the unit cost price named in the Bid Schedule under Item No. 12, as described in the contract documents and specifications, which price shall constitute full compensation labor and equipment necessary to install the container plants as defined in the specifications, with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

13. Seed Installation (Lump Sum)

Payment for hand seed and hydromulch installation shall be made at the lump sum price named in the Bid Schedule under Item No.13, as described in the contract documents and specifications, which price shall constitute full compensation labor and equipment necessary to install hydroseeding as defined in the specifications, with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

14. 120-Day Plant Establishment Period (Lump Sum)

Payment for maintenance during the 120-Day Plant Establishment Period shall be made at the lump sum price named in the Bid Schedule under Item No. 14, as described in the contract documents and specifications, which price shall constitute full compensation for all materials, labor, and equipment necessary to maintain the site as defined in the specifications, with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

15. Year One Maintenance and Warranty Period (Lump Sum)

Payment for the Year One Maintenance and Warranty Period shall be made at the lump sum price named in the Bid Schedule under Item No. 15, as described in the contract documents and specifications, which price shall constitute full compensation for all labor, equipment, and materials necessary to complete maintenance and warranty all work for a period of one year following acceptance of the 120-Day Plant Establishment Period as defined in the specifications, with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

16. Year Two Maintenance Period – (Lump Sum)

Payment for the Year Two Maintenance and Warranty Period shall be made at the lump sum price named in the Bid Schedule under Item No. 16, as described in the contract documents and specifications, which price shall constitute full compensation for all labor, equipment, and materials necessary to complete maintenance for a period of one year following acceptance of the Year One Maintenance and Warranty Period as defined in the specifications, with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

17. Year Three Maintenance Period – (Lump Sum)

Payment for the Year Three Maintenance shall be made at the lump sum price named in the Bid Schedule under Item No. 17, as described in the contract documents and specifications, which price shall constitute full compensation for all labor, equipment, and materials necessary to complete maintenance for a period of one year following acceptance of the Year Two Maintenance as defined in the specifications, with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

18. Year Four Maintenance Period – (Lump Sum)

Payment for the Year Four Maintenance shall be made at the lump sum price named in the Bid Schedule under Item No. 18, as described in the contract documents and specifications, which price shall constitute full compensation for all labor, equipment, and materials necessary to complete maintenance for a period of one year following acceptance of the Year Three Maintenance as defined in the specifications, with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

19. Year Five Maintenance Period – (Lump Sum)

Payment for the Year Five Maintenance shall be made at the lump sum price named in the Bid Schedule under Item No. 19, as described in the contract documents and specifications, which price shall constitute full compensation for all labor, equipment, and materials necessary to complete maintenance for a period of one year following acceptance of the Year Four Maintenance as defined in the specifications, with the sole exclusion of payments to be made as defined herein for the other items in the bid schedule.

20. Allowance for Field Orders (Allowance)

No measurement will be made for this item. Payment for WORK under this bid item will be made as described in Section 9 of the Whitebook and only to the extent that such WORK is specifically authorized in advance by the ENGINEER.

Prices for this WORK will be negotiated. An allowance for overhead and profit will be permitted in accordance with the changes provision of this contract. This item is considered incidental to the Contract and may be adjusted or deleted in its entirety.

C. **Not Used**

D. **Irrigation Water.**

1. The CITY shall pay for the water used for this project.
2. The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor under this contract, or other penalties.
3. If Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and where appropriate the State of California, the County Water Authority, or other legal entity shall be solely the responsibility of the Contractor, and may be deducted from the monthly payment to be made to the Contractor under this contract.

PART 2 – PRODUCTS (Not Used – Refer to Greenbook/Whitebook)

PART 3 – EXECUTION (Not Used – Refer to Greenbook/Whitebook)

**** END OF MEASUREMENT AND PAYMENT ****

SECTION 01039 - COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 GENERAL

- A. In addition to coordination requirements, this section includes information on the preconstruction meeting, the site mobilization meeting, progress meetings, and pre-installation meetings.

1.2 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Specifications to assure an efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion and for portions of work designated for CITY'S partial utilization.
- D. After CITY occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of CITY'S activities.
- E. Coordinate with other contractors working onsite to avoid impacting their operations, and to insure that facility interfaces are properly joined.

1.3 PRECONSTRUCTION MEETING

- A. Prior to the commencement of work at the site, a preconstruction conference will be held at a mutually agreed time and place. The CONTRACTOR'S Project Manager, its superintendent, and subcontractors as the CONTRACTOR deems appropriate shall attend the preconstruction conference. Other attendees will be:
 - 1. PROJECT MANAGER (CITY)
 - 2. Representative of the CITY
 - 3. Governmental representatives as appropriate
 - 4. DESIGN CONSULTANT(S)
 - 5. ENGINEER(S)
 - 6. Others as requested by the CONTRACTOR, CITY, or PROJECT MANAGER

- B. Unless previously submitted to the PROJECT MANAGER, the CONTRACTOR shall bring to the conference information requested with the notification of the time and place of the preconstruction conference.
- C. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date; however, the CONTRACTOR should be prepared to discuss all of the items listed below.
 - 1. Status of CONTRACTOR'S insurance and bonds.
 - 2. CONTRACTOR'S tentative schedules.
 - 3. Transmittal, review, and distribution of CONTRACTOR'S submittals.
 - 4. Processing applications for payment.
 - 5. Maintaining record documents.
 - 6. Critical work sequencing.
 - 7. Field decisions and Change Orders.
 - 8. Use of project site, office and storage areas, security, housekeeping, and CITY'S needs.
 - 9. Major equipment deliveries and priorities.
 - 10. CONTRACTOR'S assignments for safety and first aid.
- D. The PROJECT MANAGER will preside at the preconstruction conference and will arrange for recording and distributing the minutes in written form to all persons in attendance.

1.4 SITE MOBILIZATION MEETING

- A. The PROJECT MANAGER will schedule a meeting at the Project site prior to CONTRACTOR occupancy.
- B. Attendance Required: ENGINEER, PROJECT MANAGER, CONTRACTOR, Superintendent, and major Subcontractors.
- C. Agenda:
 - 1. Use of premises by ENGINEER and CONTRACTOR.
 - 2. CITY'S requirements and partial occupancy if applicable.
 - 3. Construction facilities and controls provided by CITY.
 - 4. Temporary utilities provided by CITY.
 - 5. Survey and project layout.
 - 6. Security and housekeeping procedures.
 - 7. Schedules.

8. Procedures for testing.
 9. Procedures for maintaining record documents.
 10. Requirements for start-up of equipment.
 11. Inspection and acceptance of equipment put into service during construction period.
- D. The PROJECT MANAGER will record minutes and distribute copies to all participants.

1.5 PROGRESS MEETINGS

- A. The PROJECT MANAGER shall schedule and hold regular on-site progress meetings at least monthly from the start of work through the end of the Plant Establishment Period and then as required by progress of the WORK but no less than quarterly. The CONTRACTOR shall attend, and may also bring representatives of its suppliers, manufacturers, and subcontractors.
- B. The PROJECT MANAGER shall preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact his work, with a view to resolve these issues expeditiously.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**** END OF SECTION ****

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

**NOTICE OF EXEMPTION, CA DEPT OF FISH AND WILDLIFE STREAMBED
ALTERATION AGREEMENT, DEPT OF THE ARMY NATIONWIDE PERMIT**

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: STADIUM WETLAND MITIGATION PROJECT

PROJECT LOCATION-SPECIFIC: This project is located along the San Diego River between Interstate-15 and Interstate-805, south of Qualcomm Stadium on property owned and managed by the City of San Diego within the City's MSCP/MHPA, in the Mission Valley Community Planning Area. APN's 4332501600, 4332303400, and 4332304600.

PROJECT LOCATION-CITY/COUNTY: City of San Diego/San Diego County

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: This project proposes to establish a mitigation site by restoring native habitat along 5,750 feet of the San Diego River covering approximately 66 acres. The project will remove invasive species at the site and establish a healthy riparian and upland ecosystem capable of sustaining itself over time and supporting a wider variety of habitat, wildlife, and natural ecology in the watershed. Native vegetation will be seeded and planted where invasive plants are removed. Minor soil disturbance may occur as a result of invasive plant root-mass removal and container plant installation and will be conducted in accordance with the City's Land Development Code.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego - Public Utilities Department
Engineering and Program Management
9192 Topaz Way, San Diego, CA 92123
Project Manager: Sean Paver (858) 292-6410

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
() EMERGENCY PROJECT (SEC. 21080(b)(4))
(X) CATEGORICAL EXEMPTION: 15304 (d) - Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production
() STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: All work would occur within the City's MHPA, but would not result in direct impacts to sensitive resources requiring mitigation. The project would enhance and restore highly degraded habitats into native habitats that are more valuable for wildlife and support the goals of the City's MSCP. The project meets the criteria set forth in the CEQA Section 15304 (d) which allows for the minor alteration in land, water, and vegetation on existing officially designated wildlife management areas which results in an improvement of habitat for wildlife resources. This mitigation site is located entirely within the MHPA and is focused on enhancing and protecting sensitive habitat; and where none of the exceptions listed in CEQA Guidelines Section 15300.2 would apply.

LEAD AGENCY CONTACT PERSON:

Myra Herrmann, Senior Planner, Planning Department/Environmental & Resource Analysis Section, 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?
() YES () NO

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

Myra Herrmann

SENIOR PLANNER

October 23, 2014

SIGNATURE/TITLE

DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Stadium Wetland Mitigation Project

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. **These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.**
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

**Larry Gardner
Water Department Director**

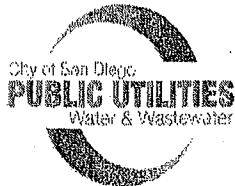
- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

METER SHOP (619) 527-7449

NS REQ	FAC#
DATE	BY

Meter Information

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

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

Company Information

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

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

<input type="checkbox"/>	City Meter	<input type="checkbox"/>	Private Meter
Contract Acct #:		Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #		Meter Size: 05	Meter Make and Style: 6-7
Backflow #		Backflow Size:	Backflow Make and Style:
Name: Stadium Wetland Mitigation Project Appendix B - Fire Hydrant Meter Program (Rev. July 2015)		Signature:	Date: 104 Page

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

SAMPLE CITY INVOICE

APPENDIX E
LOCATION MAP



ATKINS

FIGURE 3
Local Vicinity Aerial Map
00000000

Source: Map of New Stage Home Wetland Mitigation Site
00000000
Wetland Mitigation Project (New Stage Home)

ATTACHMENT F
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ATTACHMENT G

CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Helix Environmental Construction Group, herein called "Contractor" for construction of **Stadium Wetland Mitigation Project**; Bid No. **K-16-1323-DBB-3**; in the amount of THREE MILLION SEVEN HUNDRED AND FORTY ONE THOUSAND FIVE HUNDRED AND EIGHTEEN DOLLARS AND NINETY FIVE CENTS (\$3,741,518.95) which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Provisions
 - (e) That certain documents entitled **Stadium Wetland Mitigation Project**, on file in the office of the Public Works Department as Document No. **21003814**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Stadium Wetland Mitigation Project**, Bid Number **K-16-1323-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

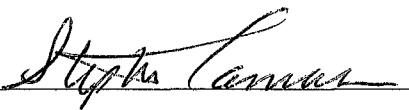
CONTRACT AGREEMENT (continued)


IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By 

By 

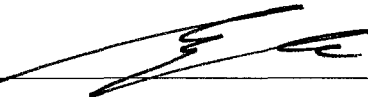
Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Christine Leone
Deputy City Attorney

Date: 11-4-2016

Date: 11/30/16

CONTRACTOR

By 

Print Name: Justin Fischbeck

Title: President

Date: 7/15/16

City of San Diego License No.: B2007014325

State Contractor's License No.: 831496

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004009

CERTIFICATIONS AND FORMS

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

Bidder's General Information

To the City of San Diego:

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

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

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED
WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE
7106**

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. _____ ; SAP No. (WBS/IO/CC) _____; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

Contractor

by

ATTEST:

State of _____ County of _____

On this _____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

ELECTRONICALLY SUBMITTED FORMS

**THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF
FORMAT WITH BID SUBMISSION**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**

- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**

- C. EQUAL BENEFITS ORDINANCE - CERTIFICATION OF COMPLIANCE**

**Bids will not be accepted until ALL forms are submitted as part
of the bid submittal**

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That _____ 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 severally, firmly by these presents.

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

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

SIGNED AND SEALED, this _____ day of _____,
20_____

(Principal)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

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

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: _____

Certified By _____ Title _____

Name

_____ Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY

**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

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date
-------------------------	-----------	------

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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(Rev 02/15/2011)

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That HELIX Environmental Construction Group as Principal, and
SureTec Insurance Company as Surety, are

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

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

Stadium Wetland Mitigation Project; Invitation/Bid No. K-16-1323-DBB-3-C

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

SIGNED AND SEALED, this 17th day of June,
20 16

HELIX Environmental Construction Group (SEAL)

(Principal)

By:

(Signature)

SureTec Insurance Company (SEAL)

(Surety)

By:

Tara Bacon, Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

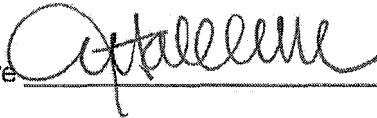
State of California
County of San Diego

On June 17, 2016 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

Dale Harshaw, Geoffrey Shelton, Tara Bacon, Bradley Orr, Kyle King, John R. Quallin

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

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

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

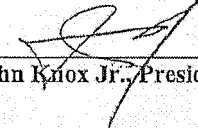
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company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

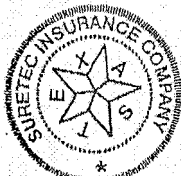
Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents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

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

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 23rd day of April, A.D. 2015

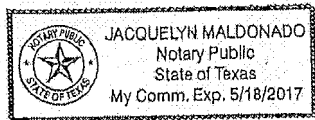
SURETEC INSURANCE COMPANY

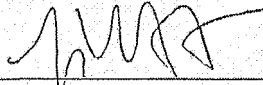
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

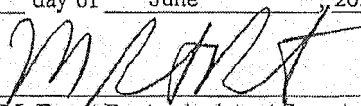
On this 23rd day of April, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




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

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

Given under my hand and the seal of said Company at Houston, Texas this 17th day of June, 2016, A.D.


M. Brent Beaty, Assistant Secretary

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)
On 10/27/16 before me, Shanna Brown, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Justin Fischbeck
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Shanna L. Brown
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.


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

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: HELIX Environmental Construction Group, Inc.

Certified By Justin Fischbeck Title President


 Name _____ Date June 28, 2016
 Signature

USE ADDITIONAL FORMS AS NECESSARY

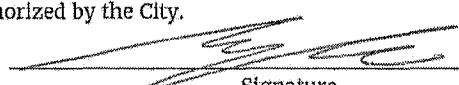
**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION		
Company Name:	HELIX Environmental Construction Group, Inc.	Contact Name: Justin Fischbeck
Company Address:	7578 El Cajon Boulevard, La Mesa, CA 91942	Contact Phone: 619-462-1515
		Contact Email: JustinF@helixepi.com
CONTRACT INFORMATION		
Contract Title:	Stadium Wetland Mitigation Project, Bid No. K-16-1323-DBB-3-C	Start Date: 9/16/2016
Contract Number (if no number, state location):	San Diego, CA	End Date: 12/2022 approx.
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS		
<p>The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:</p> <ul style="list-style-type: none"> ■ Contractor shall offer equal benefits to employees with spouses and employees with domestic partners. <ul style="list-style-type: none"> ▪ Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit. ▪ Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner. ■ Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods. ■ Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. ■ Contractor shall submit <i>EBO Certification of Compliance</i>, signed under penalty of perjury, prior to award of contract. <p>NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.</p>		
CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION		
Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.		
<p><input checked="" type="checkbox"/> I affirm compliance with the EBO because my firm (<i>contractor must select one reason</i>):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Provides equal benefits to spouses and domestic partners. <input type="checkbox"/> Provides no benefits to spouses or domestic partners. <input type="checkbox"/> Has no employees. <input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired. <p><input type="checkbox"/> I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.</p>		
<p>It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.</p>		
Justin Fischbeck, President		June 28, 2016
Name/Title of Signatory	Signature	Date
FOR OFFICIAL CITY USE ONLY		
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

(Rev 02/15/2011)

City of San Diego

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, Fax No. (619) 533-3633

ADDENDUM "B"

 - Bidding FOR



STADIUM WETLAND MITIGATION PROJECT

BID NO.:	K-16-1323-DBB-3-C
SAP NO. (WBS/IO/CC):	21003814
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	7
PROJECT TYPE:	GG

BID DUE DATE:

2:00 PM
JUNE 28, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

The previously posted solicitation document, Invitation # "K-16-1323-DBB-3-C", Project Title: Stadium Wetland Mitigation Project is void.

Refer to the new solicitation document entitled "Revised Solicitation".

James Nagelvoort, Director
Public Works Department

Dated: *June 23, 2016*
San Diego, California

JN/HMC/lji

City of San Diego

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, Fax No. (619) 533-3633

ADDENDUM "A"

 **e - Bidding** FOR



STADIUM WETLAND MITIGATION PROJECT

BID NO.: K-16-1323-DBB-3-C
SAP NO. (WBS/IO/CC): 21003814
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 7
PROJECT TYPE: GG

BID DUE DATE:

**2:00 PM
JUNE 28, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

- Q1. Please clarify where hydroseeding versus hand broadcasting is planned to occur (see section 4.10 of the Mitigation plan).
- A1. The Mitigation Plan was provided as a reference to bidders, all work shall be performed per the contract documents and drawings.
- Q2. In section 4.10.2, the Mitigation Plan specifies a "two-pass application process" for hydroseeding, whereas the Construction Plans do not include this process. Which hydroseeding process should be included in the bid? The two-pass process is likely more expensive.
- A2. The Mitigation Plan was provided as a reference to bidders, all work shall be performed per the contract documents and drawings.
- Q3. Can the contractor use wood chip mulch in lieu of the mulch specified in section 700-1.8.3 of the Solicitation Document?
- A3. 700-1.8.3 does specify that a wood chip mulch can be used.
- Q4. Identify the quantity of Eucalyptus trees to be removed via the 'Cut Stump' method if an unsafe condition occurs (see section 700-2.3.6.3 #4 of the Solicitation Document)?
- A4. The exact quantity of eucalyptus trees to be removed via the Cut Stump method is unknown. Trees that have the potential to fall into a public area will need to be removed via the Cut Stump method and will be determined by the contractor and City PM.
- Q5. During the Grow-Kill Cycle, the irrigation system will run for 15 days of a standard cycle; please clarify how many minutes per valve (see section 700-2.3.6.4 of the Solicitation Document).
- A5. The Project Biologist will determine how many minutes each valve will operate for.
- Q6. Based on field visits, it seems that there may be discrepancies between the actual v mapped non-native vegetation that has formed into dense stands. If there is an increase in acreage in dense, non-native stands that are removed from the project area, how does the City plan to address the need for irrigation, planting, and seeding in these areas that is not currently shown on the plan sets?
- A6. The project area is located in a highly dynamic area, and it is expected that stands of non-native vegetation will fluctuate. The contract documents state

that the contractor is responsible for removing all non-native vegetation from the project area. As stated in the contract documents and drawings the irrigation system is shown diagrammatically and should be adjusted as required to ensure complete coverage of all plantings. The location/size of dense stands of non-native vegetation will not affect seeding, as seeding is based on location within the project area. Planting is also based on location within the project area and set at a certain number per an acre.

- Q7. Please clarify the requirements for soil removal (see section 4.6 in the Mitigation Plan and section 700-1.9.2 of the Solicitation Document).

700-1.9.2 from the Whitebook states "Cleared vegetation from areas of the Project classified as ruderal or otherwise dominated by invasive exotic weed species, as determined by the Project Biologist, shall not be included in the mulch and shall be properly disposed of." (The first 3 sentences are deleted per the solicitation document.)

- A7. Soil removal will only occur as needed to allow installation of container plants and seed for revegetation.
- Q8. In instances where foliar application of arundo is not feasible (i.e. natives are intertwined with arundo and may be negatively affected by foliar treatment of arundo), will alternative methods be acceptable for herbicide treatment and bio-mass removal?
- A8. It will ultimately be up to the project biologist, but it may be allowed if it is consistent with the contract documents and environmental permits.
- Q9. Please clarify the preparation requirements for seeding per section 700-2.3.6.3 #1.
- A9. All areas where stands of arundo are removed will be seeded and have container plants installed. If necessary to ensure germination, the root mat may need to be broken up.
- Q10. Can we use an "equal" to 'RODEO' herbicide per section 700-2.3.6.3 #1?
- A10. Changes in methods or materials will be decided on a case by case basis by the Project Biologist and/or City PM, it may be allowed, but changes must comply with any conditions provided in the contract documents or environmental permits.
- Q11. Please clarify if the contractor is required to perform the soil analysis and amendments, and if so, then how will this task be priced given the unknown results that this analysis might yield (see section 4.5.1 in the Mitigation Plan)?
- A11. The Mitigation Plan was provided as a reference to bidders, all work shall be performed per the contract documents and drawings.
- Q12. Can we use native backfill in lieu of SE50 Plaster or Mortar Sand per Drawing SDI-110 in the Standard Drawings?
- A12. Yes, native backfill may be used.

- Q13. Will the inspector make exceptions to trench depth, due to root matter or other underground obstacles, per Drawing #SDI-110 in the Standard Drawings?
- A13. For potable water, yes; For recycled water, it will be up to the County/City Recycled water inspector. Per the drawings, mainlines may run above grade where trenching is not possible.
- Q14. Is it acceptable to run recycled and potable mainline above-grade in areas shown to be below grade? Field conditions may make it very difficult to trench in the majority of the project areas (see Section 308.5-1 of the bid document).
- A14. Per the drawings, sheet LI-11, Mainline shall be on-grade where trenching is not possible.
- Q15. Will the City require the asphalt mix over the mainline sleeve per detail F on sheet LI-12? If so, will this portion of the mainline require removal at the end of the project period?
- A15. Asphalt will be used, as needed, along the recycled water mainline when on grade to secure the sleeve in place and when needed to reduce trip hazards for pedestrians using the bike path.
- Q16. Can the City provide the shapefile for polygons in the project area for bidding purposes?
- A16. Sheet LD-8 provides estimated sizes for the various treatment areas and sheets LD-1 to LD-7 provide estimated sizes for individual polygons.
- Q17. Will the project biologist or contractor be responsible for flagging vegetation to be avoided during removal? (Section 7-9, page 42 of bidding document).
- A17. The contractor will be responsible for flagging vegetation under the supervision/direction of the project biologist
- Q18. Can you identify the point of connection for irrigation on the northeast side of the Qualcomm stadium parking lot? There were difficulties locating this in the field.
- A18. The recycled water point of connection is located next to the Murphy Channel bike path, under the north bound I-15 exit for Friars Road, at the above ground air relief circuit.
- Q19. Will the contractor have access to the project site through the Qualcomm stadium parking lot?
- A19. Yes, staging areas are shown on the drawings.
- Q20. Will any portion of the Qualcomm stadium parking lot be available to the contractor for stockpiling vegetation or other materials?
- A20. Yes, staging areas are shown on the drawings. Use, stockpiling, and storage at the Qualcomm parking lot will be coordinated with the Stadium and may be restricted during Stadium events.

- Q21. Will the contractor be allowed to close one lane of Camino del Rio North, with proper traffic control, for ingress and egress to the site?
- A21. The contractor would be allowed to close one lane of Camino del Rio North if they chose, with the proper traffic control and City permits.
- Q22. To what extent are tracked equipment allowed to be used in the project site?
- A22. The contract documents state that all access to and within the limits of work shall occur via existing paths and trails unless an alternative route is approved by the City or Project Biologist. Since there are no identified paths/trails within the river, access within the project area, including size/type of vehicle, will be determined by the Project Biologist as needed. All vehicles and equipment must abide by all restrictions/conditions (noise, nesting season, protect native vegetation, etc.) stated in the in contract documents and environmental permits.
- Q23. Do liquidated damages apply if the initial treatment is not complete by February 15, 2017 due to weather or other unforeseen conditions?
- A23. Per the contract documents and environmental permits the initial clearing must be completed by February 15. Please see the Greenbook, Whitebook, and contract documents for specifics regarding when liquidated damages are assessed. If by no fault of the contractor, the contractor is unable to complete the initial treatment within the specified timeframe, the City will work with the contractor and coordinate with the resource agencies to ensure this phase of the project gets completed.
- Q24. The City is paying for water for this contract. Will the City also pay for the water meter/permit fees directly or do those costs needs to be included within a bid item?
- A24. The contractor is responsible for purchasing and procuring all items described in the drawings and contract drawings, this includes the recycled water meter. The City will be responsible for any fees billed directly by the City for potable and recycled water usage.
- Q25. During the warranty period, if a container plant has died but that space has been filled by recruitment of native seedlings, does the container plant still need to be replaced?
- A25. This will be up to the discretion of the Project Biologist. If the installation of a plant would impact native vegetation, it would likely not be necessary to install the replacement plant.
- Q26. Plans and specifications- The Bidding documents reference the Atkins Stadium wetland mitigation project Mitigation Plan (2015) as a reference the designer used but it is not called out as being part of the plans and specifications. Will it be considered part of the plans and specifications and if so what takes precedence- the plans and specifications by KTU+A or the

Atkins Mitigation Plan which differs in some scope and description of the work then the KTU+A plans?

- A26. As stated in section 2-15, the City relied upon the referenced Plan when preparing the Contract Documents. The Mitigation Plan was provided as a reference to bidders, all work shall be performed per the contract documents and drawings. For order of Precedence please see section 2-5.2 of the Whitebook.
- Q27. Removal and Disposal- Will any grading/top soil removal be included in the scope of work?
- A27. Refer to the drawings and contract documents for specifics regarding grading. Minor soil removal/preparation is described in the contract documents for invasive plant removal.
- Q28. Removal and Disposal- Who will delineate the specific polygons for targeted removal areas?
- A28. The contractor is responsible for delineating the specific polygons under the supervision/direction of the Project Biologist
- Q29. Removal and Disposal- will onsite (in staging areas) chipping and or grinding be allowed to lessen off site hauling by mulching waste prior to loading for efficient handling?
- A29. The contract does not specifically restrict certain types of vehicles or equipment, all vehicles and equipment must abide by all restrictions (noise, nesting season, protection of native vegetation, etc.) stated in the in contract documents.
- Q30. Removal and Disposal- Will chipping be allowed within the project area prior to removal of biomass?
- A30. The contract does not specifically restrict certain types of vehicles or equipment, all vehicles and equipment must abide by all restrictions (noise, nesting season, protection of native vegetation, etc.) stated in the in contract documents.
- Q31. Removal and Disposal- Can the channel be temporarily bridged to allow access for small equipment and hauling as long as all bridge materials are outside of the active channel.
- A31. The installation of bridges is not included as part of this contract or drawings, all request to deviate from the contract/drawings will be at the discretion of the City PM and/or Project Biologist and must follow all conditions included in the contract documents (including environmental permits).
- Q32. Removal and Disposal- Approximately how much of the Arundo Root Mass will need to be broken up and removed to allow for planting installation?
- A32. As stated in section 700-2.3.6.3 under 1. Arundo, Root masses will be broken up and removed from the site as needed to allow installation of container plants and seed for revegetation.

- Q33. Fencing- new fencing is called out as being 8' tall per city standard SDM-112 with wildlife pass ways every 100', will existing fencing be required to be adjusted to match this height and standards and have the wild life pass ways added also?
- A33. Per the drawings, wildlife pass ways are only installed in access gates. See note 9 on sheet LF-8 for specifics regarding repair of existing fence.
- Q34. Fencing- Existing fencing in the stadium parking lot appears to be temporary construction fencing- will it be replaced per the repair and maintenance line item to match city standard SDM-112 or just maintained as is?
- A34. Per the construction drawings, new permanent fencing will be installed per the City standard.
- Q35. Fencing-Per section 1.9 A the contractor is to install up to 100 city provided signs, what size, attachment method, and how will these installs be covered in the bid schedule?
- A35. Signs will be approximately 8.5X11 inches, signs shall be attached to the fence in such a way to ensure they remain secured to the fence throughout the duration of the project. The cost to install the signs is included under Bid Item #7.
- Q36. Irrigation- Please clarify that Controller A system will be installed and identified as a potable system.
- A36. As stated on Sheet LI-5, Point of Connection (POC) A is potable water.
- Q37. Irrigation- Can the rainbird 5000 Sams be used throughout the project and the Maxi-Paw be deleted?
- A37. Per Note 7 Sheet LI-12, "Should the contractor make nozzle changes or add heads as a result of site obstacles or construction changes, the contractor shall be responsible for calculation and adjustments in pipe sizes..."
- Q38. Irrigation- Who is responsible for the connections for power for both controllers and who pays for the electrical usage?
- A38. As shown on the drawings and in the contract documents, the contractor is responsible for installing power connections to all controllers. Electrical usage will be paid for by the City.
- Q39. Irrigation- How many Linear Feet of mainline on grade in a sleeve covered in asphalt will be required?
- A39. Asphalt will be used, as needed, along the recycled water mainline when on grade to secure the sleeve in place and when needed to reduce trip hazards for pedestrians using the bike path. Refer to the drawings to determine the linear feet of the on-grade sleeved irrigation main.

- Q40. Irrigation- Please confirm that 120volt service for Controller B will be placed in the same sleeve that is on grade and asphalt covered all the way to Controller C.
- A40. As shown in the drawings, power for controller C comes from Controller B and will be ran from Controller B to Controller C in the sleeve. Power for Controller B comes from nearby parking light and as stated in the Notes on Sheet LI-7 and will be placed in a conduit.
- Q41. Irrigation- Will any trenching and asphalt repair be required through or in Qualcomm Stadiums parking lot for electrical service for controllers?
- A41. Per the drawings, It is not anticipated that trenching and asphalt repair will be necessary in the Qualcomm parking lot.
- Q42. Irrigation- What type and color of piping will be required for on grade circuits or laterals for controller system A and B&C?
- A42. Refer to the irrigation legend on Sheet LI-11 for specifics, potable water pipe is typically white and recycled water is purple.
- Q43. Irrigation- Can mainline location or path be moved to the bottom of the channel slopes due to obstructions and or native material?
- A43. Refer to notes on Sheet LI-12, "Design Location is Approximate. Make minor adjustments as necessary to avoid obstructions..."
- Q44. Irrigation- Will habitat removal be allowed for installation of mainline? (Minimum 5' for equipment)
- A44. Per the contract documents and drawings, all native vegetation shall be protected in place.
- Q45. Irrigation- On detail B on sheet LI-11 it references detail C on sheet LI-10 for above grade pipping yet there are no details on sheet LI-10- please clarify detail C.
- A45. This is referring to the "On-Grade" Detail A, located on sheet LI-11
- Q46. Irrigation- Please clarify with the exception of Controller B mainline from the elevated trolley retaining wall to the Cal Trans POC, that the remainder of mainline for both Controller A& B is on grade in a sleeve?
- A46. As shown on the drawings, main lines shall be installed below grade unless stated otherwise or where trenching is not possible.
- Q47. Irrigation- Attachment E calls out to have all boxes to be branded per 212-2.2.7.-5, and then later calls them out to have numbers painted per 308-5.3: please clarify which is correct for a temporary system.
- A47. For marking the Control Valve Number on the box, either method will be acceptable.

- Q48. Irrigation- Please clarify who supplies and installs the 2" recycled meter for the Cal Trans POC?
- A48. As stated in the contract documents, the contractor is responsible for procuring and installing all materials identified in the drawings and contract, including the 2" recycled water meter.
- Q49. Hydroseed- Some areas may be inaccessible to hydroseed equipment, are alternative methods for example hand seeding acceptable?
- A49. The use of alternative methods and materials that differ from the drawings and contract documents will be determined on a case by case basis by the City PM and/or Project Biologist.
- Q50. Hydroseed- what rates are required for the different seed mixes for mulch, tackafier, root guard, etc..?
- A50. See sheet LP-11 Note 30 and the Whitebook section 700-2.8
- Q51. Planting- due to project size can areas that are cleared be considered in maintenance due to the up to 4 months it would take to complete entire site? By the time the entire site is cleared there is a possibility of additional treatments to areas previously completed if natural conditions produce additional vegetation.
- A51. As stated in the contract documents, the 120day Plant Establishment Period does not begin until all plants and seed have been installed, and it is the contractor's responsibility to maintain the site weed and trash free, throughout the duration of the project.

James Nagelvoort, Director
Public Works Department

Dated: *June 16, 2016*
San Diego, California

JN/HMc/egz

Bid Results for Project Stadlum Wetland Mitigation Project (K-16-1323-DBB-3-C)

Issued on 05/26/2016

Bid Due on June 28, 2016 2:00 PM (Pacific)

Exported on 06/28/2016

VendorID	Company Name	Address	City	ZipCode	Country	Contact	Phone	Fax	Email	Vendor Type
286967	HELIX Environmental Construction Group	7578 El Cajon Blvd., Suite 200	La Mesa	91942	United States	Justin Fischbeck	619-462-1515 ext. 205	619-462-0552	Justinf@helixepi.com	PQUAL,CADIR,Local

Responsee	Responsee Title	Responsee Phone	Responsee Email
Justin Fischbeck	President	619-462-1515 ext. 205	Justinf@helixepi.com

Bid Format	Submitted Date	Status	Confirmation #	Ranking
Electronic	June 28, 2016 12:41:47 PM (Pacific)	Submitted	83087	0

Attachments		
File Title	File Name	File Type
Bid Bond	Bid Bond.PDF	General Attachments
Contractor's Certification of Pending Actions	HELIX_Contractor's Certification of Pending Actions_signed.PDF	General Attachments
Equal Benefits Ordinance - Certificate of Compliance	HELIX_EBO Compliance_signed.PDF	General Attachments

Line Items							
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$182,470.00	\$182,470.00
2	Main Bid	561730	Mobilization	LS	1	\$37,303.00	\$37,303.00
3	Main Bid	541330	Storm Water Pollution Prevention Plan Development (SWPPP)	LS	1	\$6,930.00	\$6,930.00
4	Main Bid	237990	Storm Water Pollution Prevention Plan Implementation (SWPPP)	LS	1	\$74,566.00	\$74,566.00
5	Main Bid	561730	Removal and Disposal of Non-Native Vegetation and Debris	LS	1	\$946,931.00	\$946,931.00
6	Main Bid	561730	Irrigation System Materials, Installation, and Removal	LS	1	\$369,301.00	\$369,301.00
7	Main Bid	238990	Chain Link Fence Install	LF	4000	\$51.42	\$205,680.00
8	Main Bid	238990	Chain Link Fence Repair	LF	6500	\$7.97	\$51,805.00
9	Main Bid	238990	Vehicle Gate with Wildlife Pass-Through	EA	7	\$2,127.14	\$14,889.98
10	Main Bid	238990	Pedestrian Gate with Wildlife Pass-Through	EA	9	\$1,753.33	\$15,779.97
11	Main Bid	561730	Grow Kill Cycles	EA	2	\$7,952.00	\$15,904.00
12	Main Bid	561730	Plant Installation	EA	21000	\$8.06	\$169,260.00
13	Main Bid	561730	Seed Installation	LS	1	\$98,725.00	\$98,725.00
14	Main Bid	561730	120 Day Plant Establishment Period	LS	1	\$121,007.00	\$121,007.00
15	Main Bid	561730	Year One Maintenance and Warranty Period	LS	1	\$345,144.00	\$345,144.00
16	Main Bid	561730	Year Two Maintenance Period	LS	1	\$293,372.00	\$293,372.00
17	Main Bid	561730	Year Three Maintenance Period	LS	1	\$199,166.00	\$199,166.00
18	Main Bid	561730	Year Four Maintenance Period	LS	1	\$162,936.00	\$162,936.00
19	Main Bid	561730	Year Five Maintenance Period	LS	1	\$130,349.00	\$130,349.00
20	Main Bid		Field Orders - Type II	AL	1	\$300,000.00	\$300,000.00
Subtotal							\$3,741,518.95
Total							\$3,741,518.95

Subcontractors								
Name	Description	License Num	Amount	Type	Address	City	ZipCode	Country
Anton's Service, Inc.	Constructor: Non-native tree removal and disposal; SLBE #14AS1198	861069	\$650,000.00	CAU,MALE,ELBE,SDB	8865 Winter Gardens Blvd	Lakeside	92040	United States
In-Line Fence & Railing	Constructor: Installation of permanent chainlink fence, installation of vehicle and pedestrian gates, performance of fence repairs	769516	\$254,650.00	LAT,MALE,SLBE,DBE,MBE,CADIR,SDB	P.O. Box 2637	Ramona	92065	United States
Angus Asphalt Inc.	Constructor: Asphalt on mainline sleeve	523300	\$41,800.00	CAU,MALE,CADIR,PQ,UAL	9959 Prospect Avenue	Santee	92071	United States
McGrath Consulting	Consultant: SWPPP Development and Implementation; ELBE contractor 11MH0281; QSD/QSP#: 20194	QSP/QSD 20194	\$33,200.00	ELBE,SDB	PO BOX 2488	El Cajon	92021	United States
Hydrosprout Inc	Constructor: Hydroseed	582303	\$49,910.00		460-A Corporate Dr	Escondido	92029	United States

Prime Self-Performance
94.49