# City of San Diego

<b>CONTRACTOR'S</b>	NAME: Habitat Restoration Sciences, Inc.
<b>ADDRESS</b> : 1217	Distribution Way Vista, CA 92081
TELEPHONE NO.	<u>: (760) 479-4210</u> <b>FAX NO.:</b>
CITY CONTACT:	Taylor Cox, Contract Specialist, Email: TJCox@sandiego.gov
	Phone No. (619) 533-3033
	H. K. Le / R. W. Bustamante / L. I. Russell

# **BIDDING DOCUMENTS**







# **FOR**

# LA JOLLA VILLAGE DR AND I-805 INTERCHANGE REVEGETATION AND LANDSCAPE MAINTENANCE

BID NO.:	K-20-1892-DBB-2	
SAP NO. (WBS/IO/CC):	S-15017	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	1	
PROJECT TYPE:	ID	

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

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

### **BID DUE DATE:**

2:00 PM APRIL 1, 2020

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

# **ENGINEER OF WORK**

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

For City Engineer

1/29/2028

Seal:



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# REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

<u>ITEM</u>	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS
5.	Bid Bond (Original)	By 5PM Next Business Day After Bid Opening	5 APPARENT LOW BIDDERS
6.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	APPARENT LOW BIDDER
7.	Listing of "Other Than First Tier" Subcontractors	Within 3 working days of receipt by bidder of Contract Agreement	APPARENT LOW BIDDER
8.	Recycled Water Site Supervisor Certification per Section 802-5.10 of the Supplementary Special Provisions.	At Time of Award	APPARENT LOW BIDDER

### **NOTICE INVITING BIDS**

- 1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance.** For additional information refer to Attachment A.
- **2. FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <a href="http://www.sandiego.gov">http://www.sandiego.gov</a>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$382,000.
- 4. BID DUE DATE AND TIME ARE: April 1, 2020 at 2:00 PM.
- 5. PREVAILING WAGE RATES APPLY TO THIS CONTRACT: Refer to Attachment D
- **6. LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A** or **C-27**
- 7. SUBCONTRACTING PARTICIPATION PERCENTAGES:
  - **7.1.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
  - **7.2.** The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 10%.

### 8. AWARD PROCESS:

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

### 9. SUBMISSION OF QUESTIONS:

**9.1.** The Director (or Designee) of 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. Any questions related to this solicitation shall be submitted to:

Public Works Contracts 525 B Street, Suite 750 (7<sup>th</sup> Floor) San Diego, California, 92101 Attention: Taylor Cox

OR:

### TJCox@sandiego.gov

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

### INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

- **1.1.** Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- **1.3. Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
  - **1.3.1.** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
  - **1.3.2.** Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
  - **1.3.3.** Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
  - **1.3.4.** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- **1.4.** Complete information and links to the on-line prequalification application are available at:

http://www.sandiego.gov/cip/bidopps/prequalification

**1.5.** Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids</u>™.

- **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: <a href="http://www.sandiego.gov/cip/bidopps/index.shtml">http://www.sandiego.gov/cip/bidopps/index.shtml</a> 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 who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
  - **2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME**. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, 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 on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

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

- **3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

### 5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

### 7. INSURANCE REQUIREMENTS:

- **7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **7.2.** Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **8. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2018	PWPI010119-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-05
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI030119-08

	Title	Edition	Document Number		
NOTE: *Available online under Engineering Documents and References at:					
http://www.sandiego.gov/publicworks/edocref/index.shtml					
*Electronic updates to the Standard Drawings may also be found in the link above					

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

### 12. SUBCONTRACTOR INFORMATION:

LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in 12.1. the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking

recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- 12.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY), DIR REGISTRATION NUMBER and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- **12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- **13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

### 14. AWARD:

- **14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

- **15. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <a href="http://www.sandiego.gov/cip/">http://www.sandiego.gov/cip/</a>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED: 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 subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- **18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:
  - **19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
  - **19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
  - **19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
  - **19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. 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.

**19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM the next business day after bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:
Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

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

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

### 21. BID RESULTS:

**21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder

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

### 22. THE CONTRACT:

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

- 23. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - **24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - **24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - **24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
  - **24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - **24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  - **24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - **24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

### 25. PRE-AWARD ACTIVITIES:

- **25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified 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**.
- **25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

Bond No. 0779228 Premium: \$6,213.00

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

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

	Н	abitat	Resto	ration	Scienc	es, Inc.			, a	corporat	ion, a	s prii	ncipal,	and
	Ha	arco Nati	onal Ins	urance	Compan	У			,a cc	prporation	authori	zed to	do busi	ness
in the Stat	e of (	Californ	ia, as :	Surety,	hereb	y obliga	ate the	emselves,	their	successo	rs and a	assigns	, jointly	and
severally,	to	The	City	of	San	Diego	а	municip	al	corporatio	n in	the	sum	of
Four Hun	dred	Thirty	Eight	Thous	and Si	xty Nin	e Dol	ars and	Sever	nty Cents	(\$438,0	69.70	for	the
faithful per	form	ance of	the ar	nnexed	contra	ict, and	in the	sum of _	Four	Hundred	l Thirty	/ Eigh	t Thous	<u>sand</u>
Sixty Nine	e Do	llars a	nd Sev	venty	Cents	(\$438,0	069.70	<b>0)</b> for t	he be	enefit of l	aborers	and	material	men
designated	belo	w.												

### **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 April 8, 2020 Habitat Restoration Sciences, Inc. Approved as to Form Principal Printed Name of Person Signing for Principal Mara W. Elliott, City Attorney Harco National Insurance Company Surety Attorney-in-fact 2400 E. Katella Ave., Suite 250 Approved: Local Address of Surety Anaheim, CA 92806 Local Address (City, State) of Surety Stephen Samara **Principal Contract Specialist Engineering & Capital Projects** (714) 602-9170 Local Telephone No. of Surety Premium \$ 6,213.00 Bond No. 0779228

# 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 ofSan Diego)					
OnAPR 1 () 2020 before me,	Minna Huovila, 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 paragraph is true and correct.	e laws of the State of California that the foregoing				
WITNESS my hand and official seal.  Signature	(Seal)  MINNA HUOVILA COMM. #2313883 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires DECEMBER 6, 2023				

#### Bond #

0779228

# POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN R. QUALIN, KYLE KING, TARA BACON, DALE HARSHAW, MINNA HUOVILA, 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, 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, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents

on this 31st day of December, 2018

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2018 , 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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.

> Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

### **CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 on this day.

# **ACKNOWLEDGMENT**

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

State of California County of San Dieso
On April 13, 2020 before me, Russell Berson, Public Notery (insert name and title of the officer)
personally appeared Robert Kyle Matthews
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.  RUSSELL BENSON Notary Public - California Sen Diego County Commission # 2179949
Signature My Comm. Expires Jan 15, 2021  (Seal)

# **ATTACHMENTS**

# **ATTACHMENT A**

# **SCOPE OF WORK**

### **SCOPE OF WORK**

- 1. **SCOPE OF WORK:** Revegetate areas around the La Jolla Village Drive and Interstate 805 Interchange and provide irrigation checks and repairs, and landscape monitoring and maintenance work within the interchange limits.
  - **1.1.** The Work shall be performed in accordance with:
    - **1.1.1.** The Notice Inviting Bids and **Appendix H**, **Appendix I**, and **Appendix J**.
- **2. LOCATION OF WORK:** The location of the Work is as follows:

Appendix E – Location Map

**3. CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **978 Working Days.** 

# **ATTACHMENT B**

# **RESERVED**

# **ATTACHMENT C**

# **RESERVED**

# **ATTACHMENT D**

# **PREVAILING WAGE**

### PREVAILING WAGE

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

- 1.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
  - **1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8. Labor Compliance Program**. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

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

- **1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
  - **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
  - **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
  - **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

# **ATTACHMENT E**

# **SUPPLEMENTARY SPECIAL PROVISIONS**

### SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.

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

- **1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", items 43, 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:
  - 43. **Field Order** A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
  - 56. **Notice of Completion (NOC)** A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
  - 69. **Punchlist** A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
  - 102. **Walk-through** The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **8:00 AM** to **3:00 PM**.

To the "WHITEBOOK", ADD the following:

108. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

- 109. **Acceptance of Work** When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.
- 110. **Occupancy** When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- **1-7.1.3 Requests for Information (RFI).** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.
  - 2. Your RFI shall meet the following requirements:
    - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
    - b) RFIs shall be numbered sequentially.
    - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
    - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
    - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
  - 3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
  - 4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

#### **SECTION 2 - SCOPE OF THE WORK**

- **2-2.2 Caltrans Encroachment Permit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall apply and obtain the Double (Rider) Caltrans Encroachment Permit.
    - a) You shall pay for and secure the permit prior to construction.
    - b) You shall arrange and pay for inspection as required by Caltrans.
- **2-2.3 Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - The payment for applying and obtaining the Double (Rider) Caltrans Encroachment Permit shall be included in the Allowance Bid item for "Caltrans Encroachment Permit (EOC Type I)" and shall include preparing plans and addressing Caltrans comments.

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

- **SELF-PERFORMANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the base Bid.
- **3-12.1 General.** To the "WHITEBOOK", ADD the following:
  - 2. You shall provide a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project.
  - 3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
    - a) Every Friday on a weekly basis.
    - b) 1 Working Day prior to each rain event.
    - c) As directed by the Engineer.

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

- **3-13.1 Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date

that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

**3-13.1.1 Requirements Before Requesting a Walk-through.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

### 3-13.1.1 Requirements Before Requesting Substantial Completion.

- 1. The following items are required prior to requesting a Substantial Completion:
  - a) Remove temporary facilities from the Site.
  - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
  - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
  - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
  - e) Provide all tools which are permanent parts of the equipment installed in the Project.
  - f) Provide and properly identify all keys for construction and all keys for permanent Work.
  - g) Provide all final Special Inspection reports required by the applicable building Code.
  - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
  - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
  - j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
  - k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
  - I) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.

m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

# **3-13.1.2 Walk-through and Punchlist Procedure.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
- 2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
- 3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
- 4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
- 5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
- 6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
- 7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
- 8. The Engineer shall meet with you until all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

- **Acceptance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
  - 2. You shall deliver the final As-builts and final billing prior to Acceptance.
  - 3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
  - 4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
  - 5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.
- **3-13.3 Warranty.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
  - 2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
  - 3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
  - 4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
  - 5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost

6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

- \* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.
- 7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
  - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
  - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
  - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
- 8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

#### **3-15.3 Coordination.** To the "WHITEBOOK", ADD the following:

- Other adjacent City projects are scheduled for construction for the same time period in the vicinity of the I-805 interchange, between Eastgate Mall and Nobel Dr and also extending east along Mimamar from I-805 to Nobel Dr. See Appendix F Adjacent Projects Map for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) City of San Diego CIP Accelerated Pipeline Rehab Ref Group 850, Project Manager: Jake Aquino, Phone No. (619) 533-4652.
  - b) City of San Diego CIP NC Morena Blvd Pump Stations & Pipelines, Project Manager: Nabil Batta, Phone No. (858) 614-4561.

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

#### **4-3.6 Preapproved Materials.** To the "WHITEBOOK", 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.

#### **4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no**later than 5 Working Days after the 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 - LEGAL RELATIONS AND RESPONSIBILITIES

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

#### 5-4 INSURANCE.

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

#### 5-4.1 Policies and Procedures.

- You shall 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 shall 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. The payment for insurance shall be included in the Contract Price as bid by you. 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 shall 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.

#### 5-4.2 Types of Insurance.

#### 5-4.2.1 Commercial General Liability Insurance.

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

General Annual Aggregate Limit	<u>Limits of Liability</u>
Other than Draducts/Completed Operations	¢2,000,000
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

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

- 1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2. All costs of defense shall be outside the limits of the policy.
- **S-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **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 shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

- **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 shall 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.
- 5-4.5 Policy Endorsements.
- 5-4.5.1 Commercial General Liability Insurance.

#### 5-4.5.1.1 Additional Insured.

- 1. 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.
- 2. 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.

- 3. 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.
- 4. 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.
- **5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Commercial Automobile Liability Insurance.
- **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 shall 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.
- **5-4.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

- **S-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- **Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- 5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.
  - 1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
  - 2. Limits for this insurance shall be not less than the following:

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

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires 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 shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- **5-4.11.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- **5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 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 Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.

- b) Within 5 Working 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) 72 hours in advance of the scheduled resurfacing.
- **5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Virtual Project Manager shall be used on this Contract.
  - 2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
  - 3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
  - 4. Review and act on all communications addressed to you in the VPM project website.
  - 5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:
    - https://www.sandiego.gov/publicworks/edocref
  - 6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

#### SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", item 1, subsection "s", DELETE in its entirety and SUBSTITUTE with the following:
  - s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
    - i. Refer to the Sample City Invoice materials in **Appendix D Sample City Invoice with Cash Flow Forecast** and use the format shown.
    - ii. See also the "Cash Flow Forecast Example" at the location below: https://www.sandiego.gov/publicworks/edocref

To the "WHITEBOOK", ADD the following:

- 3. The **90 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan.
- **6-1.5.2 Excusable Non-Compensable Delays.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### 6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

- 1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
  - a) Delays resulting from Force Majeure.
  - b) Delays caused by weather.
  - c) Delays caused by changes to County, State, or Federal law.
- 2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
- 3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.
- **Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. The Contract Time shall not be modified except by Change Order.
  - 2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
    - a) If you believe this event requires a Change Order, you shall submit a written Change Order request with a report to the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
  - 3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
    - a) The event causing the delay impacted the activities along the Project's critical path.

- b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
- 4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
  - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

#### ADD:

#### 6-6.1.1 Environmental Document.

- The City of San Diego has prepared a Environmental Impact Report (EIR) for La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance, SCH No. 91051062, as referenced in the Contract Appendix. You shall comply with all requirements of the EIR as set forth in Appendix A.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.
- **G-6.4 Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

#### **SECTION 7 - MEASUREMENT AND PAYMENT**

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

3. If a bid item has not been provided for an item of the Work described or shown in the Contract Documents, the payment shall be included in the Contract Price.

- **7-3.9 Field Orders.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9** 

#### **FIELD ORDER LIMITS**

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

- 2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
- 3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
- 4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
- 5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
- 6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

- **7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK" ADD the following:
  - 5. This Contract is not subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

#### SECTION 302 - ROADWAY SURFACING

- **Scheduling, Public Convenience and Traffic Control.** To the "GREENBOOK", paragraphs (1) and (2), DELETE in their entirety and SUBSTITUTE with the following:
  - 1. In addition to the requirements of Part 6, you shall comply with the following:
    - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
    - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
    - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

# SECTION 601- TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

- **Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:
  - d) Place "NO PARKING TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.
- **General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
  - 3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

#### **SECTION 800 - MATERIALS**

#### **800-1.3 Seed.** To the "WHITEBOOK", ADD the following:

- 7. Seed application for Bonded Fiber Matrix includes:
  - a) Incorporate 1" compost into 12" of Soil
  - b) Apply Erosion Control (BFM) w/ Seed
- 8. Materials: Seed, Fiber, and Tackifier
- 9. Seed must be free of the following speficifc weed species: Brassica nigra (Black Mustard), Melilotus indica (Indian Sweetclover), and Erodium botrys (Filaree), and must comply with the following:

# **Project/ Site Specific Seed (Type 1)**

Botanical Name	Percent Germination	Pounds Pure Live Seed Per Acre
(Common Name)	(Minimum)	(Slope Measurement)
Agrostis pallens <sup>1</sup>	60	5
(San Diego Bent Grass)		
Festuca rubra <sup>1</sup>	60	10
(Molate Fescue)		
Koeleria macrantha <sup>1</sup>	65	5
(June Grass)		J
Stipa pulchra <sup>1</sup>	60	10
(Purple Needlegrass)		
	Total	30

Notes

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

#### **802-3 RE-VEGETATION AND RESTORATION.** To the "WHITEBOOK", ADD the following:

5. The Contractor shall perform Bio-filtration and planting replacement work as shown in **Appendix J** - **Revegetation and Erosion Control Exhibit** of the Contract Documents.

#### **802-4 PAYMENT.** ADD the following:

- 2. The payment for initial site clean up of debris, trimming of trees, edging, and pruning prior to the 29-month Maintenance period shall be included in the LS Bid Item for "Initial Vegetation Trimming and Pruning".
- 3. The payment for initial site clean up of litter removal, sweeping and fertilization prior to the 29-month Maintenance period shall be included in the LS Bid Item for "Initial Litter Trash Removal".

<sup>&</sup>lt;sup>1</sup>Seed produced in California only.

#### ADD:

#### 802-5 29-MONTH REVEGETATION AND MAINTENCE PERIOD.

- 1. 29-month revegetation maintenance program shall commence in accordance with the Contract Documents upon completion of all erosion control and revegetation installation and approval by the Resident Engineer.
- 2. Complete landscape maintenance of all contract areas of La Jolla Village Dr and I-805 Interchange including, but not limited to, irrigation, pruning, shaping, and training of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; renovation and aerification; sweeping; pathways, irrigation, and drainage systems; and all other maintenance required to maintain the areas included in this contract in safe, attractive and useable condition and to maintain the plant material in good condition with horticultural acceptable growth and color.
- 3. Damages to the project site caused by outside vehicles will be compensated by via Construction Change Orders.

#### 802-5.1 Maintenance Service Frequencies.

Category V: Rights-of-Way Landscaped with Trees, Shurbs and Groundcover

Supervisory Inspection	The contractor shall inspect all areas under the contract a minimum of one (1) time per month and submit a written punch list of deficiencies. All major problems shall be reported to the Resident Engineer within twenty-four (24) hours.
Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	One (1) time per month, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water.  An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Resident Engineer.

Maintenance and Repair of	As needed, to ensure proper operation of
Irrigation Systems	irrigation systems.
Litter Removal	Every two (2) weeks, to keep all areas litter free.
Weed Removal	Every two (2) weeks, to maintain areas in a weed free condition.
Edging	One (1) time per month, edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning - Trees	One (1) time per year in July, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	One (1) time per month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.

Fertilization – Trees	Four (4) times per year in January, April, July, and October, to promote healthy plant growth.
Fertilization – Shrubs and Groundcover	Four (4) times per year in January, April, July, and October, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special  Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Resident Engineer to replace plant material damaged or killed due to Contractor's negligence.
Sweeping – Sidewalk, Hardscape	One (1) time per month, to keep sidewalk/walkways free of sand, dirt, and other debris.
Brow Ditch & Storm Drain – Inspection and Cleaning	Once per month, to ensure proper function of drainage ditch and to remain in compliance with the City's Best Management Practices (BMP) for Storm Water Pollution Prevention.  The City is required to amend its Storm Water Management and Discharge Control Ordinance per San Diego Municipal Code Section 43.03. All soil, leaves, and other debris shall be removed to ensure proper water flow.

# 802-5.2 Quality of Work.

All work shall be performed in accordance with the best landscape maintenance practices, and shall be in keeping with the high aesthetic level of the facilities being maintained. The Resident Engineer shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

#### 802-5.3 Contractor's Responsibilities.

#### 1. <u>Company Representative</u>

A company representative, authorized to discuss matters related to this contract, must be available during normal business hours, Monday through Friday. All calls from the Resident Engineer shall be returned within a one (1) hour period.

#### 2. <u>Emergency Calls</u>

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Resident Engineer shall be referred to the Contractor for immediate disposition.

Emergency calls relating to irrigation shall be referred to the Contractor. A twenty-four (24) hour emergency telephone number shall be provided by the Contractor for this purpose.

#### 3. Reporting of Damages

Landscape personnel will immediately report any hazards, damages, defects, leaks, power outages, or any other problems or irregularities to the Resident Engineer.

#### 4. Staffing

#### a. Supervision

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of the Resident Engineer, all work required under this contract during the regular and prescribed hours.

A minimum of one (1) qualified field supervisor shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified under the contract. Payroll records may be utilized to verify experience. The field supervisor must be employed by the successful Bidder at the time this contract is awarded. Any changes in field supervisors must be submitted in writing to the Resident Engineer.

In addition, the supervisor shall inspect all areas under the contract a minimum of once a week. These inspections shall include a written punch list (to be completed by the nonworking supervisor) of deficient items and dates of correction. Punch lists are to be given to the Resident Engineer on a weekly basis. Date and time to be determined by the Resident Engineer upon award.

## 5. <u>Physical Ability to Perform Work</u>

All such personnel shall be physically able to do their assigned work.

# 6. <u>Proper Conduct</u>

The Contractor employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

#### 7. <u>Uniforms</u>

Landscaping staff shall work in neat and clean uniforms. The Contractor will furnish their employees with a shirt, or some other type of upper body wear, bearing the company's identification (a safety vest with the company identification on back will be considered as an adequate company identifier). Appropriate uniforms shall be worn at all times, while on the job site. Failure to do so may result in termination of contract.

# 8. Removal of Employee

The Resident Engineer may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of San Diego.

#### 9. <u>Communication Skills</u>

Contractor shall ensure that all on-site supervisors can communicate in English both verbally and in writing. Supervisor will be capable of completing, in English, legible written forms and will be capable of understanding oral and/or written instructions in English.

#### 10. Repairs to Existing Facilities

- a. All portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of work under this specification during the term of the contract shall be repaired or replaced in kind and in an approved manner. All work of this kind shall be performed by the Contractor at no cost to the City, and shall be as directed by the Resident Engineer.
  - Repairs to facilities shall be made immediately after damage or alteration occurs, unless otherwise directed. A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the contract, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the contract. If repairs are not made by the Contractor to the satisfaction of the Resident Engineer, deductions shall be made from the contract payment in the amount to cover the cost of repairs, as determined by the Resident Engineer.
- b. All portions of existing structures or facilities, including irrigation systems, which are damaged or altered by vandalism or theft shall, as directed by the Resident Engineer, be repaired or replaced in kind and

in an approved manner. All work of this kind shall be performed by the Contractor. Authorization from the Resident Engineer must be obtained before repairs to the facilities are made, unless otherwise directed.

- c. The Resident Engineer shall be notified within twenty-four (24) hours of any damage caused by accident, vandalism, or theft. Time and date stamped voice mail is available on a twenty-four (24) hour basis.
- d. The Contractor shall keep controller and valve boxes clear of soil and debris and shall maintain the irrigation system at no additional cost to the City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the work site. Repair or replacement includes, but is not limited to: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves, and hose bibs. Any replacement must conform to the type and kind of existing system. Any deviation must be approved in writing by the Resident Engineer.
- e. The Contractor shall be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes. Contractor shall be responsible for light bulb replacements in controller cabinets, as necessary.

#### 12. Operation of Automatic Irrigation Controllers

Where the operation of automatic irrigation controllers is required as part of this contract, the Contractor shall:

Not duplicate any coded City key furnished by the City of access and operation of the controller.

Surrender all keys furnished by the City, promptly at the end of the contract period, or at any time deemed necessary by the Resident Engineer to prevent serious loss to the City of San Diego.

Protect the security of the City's property by keeping controller cabinet and building doors locked at all times.

Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by the Resident Engineer.

#### 13. <u>Safety Requirements</u>

All work under this contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by OSHA. The Resident Engineer reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

#### 14. <u>Hazardous Conditions</u>

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous conditions noted by the Contractor which are not a result of the Contractor's operations shall be immediately reported to the Resident Engineer.

#### 15. <u>Hazardous Wastes Disposal Procedure</u>

In all areas covered by this contract, the Contractor and/or Contractor's subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

- 1. Cordon off the area where the material has been found, to the extent possible.
- 2. Immediately call 911 (Fire Department) and provide all relevant information possible:
  - a. Finder's name and company;
  - b. Specific location of material;
  - c. Try to determine:
    - (1) Number, size, and types of containers
    - (2) Description of labels
    - (3) Spillage to soil, pavement, water
    - (4) Description: solid, liquid, color
    - (5) Any danger to public
- 3. Inform the appropriate supervisor and the City Resident Engineer as soon as possible.
- 4. Remain at site until the Fire Department arrives.
- 5. Do not move, touch, or sniff any of the material.

#### 16. <u>Use of Chemicals</u>

The Contractor shall submit sample labels and Material Safety Data Sheets for all chemical herbicides, rodenticides, and pesticides proposed for use under this contract for approval by the Resident Engineer. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture. The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this contract for this specific site and shall be submitted to the Resident Engineer. The use of

chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by the Contract as appropriate for the purpose and area proposed.

A Monthly Pesticide Use Report shall be submitted monthly with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, are in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

#### 17. Litter

#### a. Contractor Generated Trash

The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other work required in the specifications of this contract. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment.

#### b. Litter Pick-Up

In all areas covered by this contract, litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches (any type and regardless of size), metallic items, cigarette butts, and other debris, shall be removed. The Contractor shall be responsible for paying any and all fees associated with the disposal of debris or trash accumulated under the terms of this contract.

#### c. Hazardous Litter

Hazardous litter, including but not limited to wire, broken glass, jagged metal, and similar kinds of litter, shall be immediately picked up and removed from the site by the Contractor upon notice or observation thereof.

#### 802-5.4 Failure to Perform Satisfactorily.

- 1. It is agreed and understood that if the Contractor fails to perform the work as specified herein, the City will pay only for the amount of service actually received, as determined by the Resident Engineer, with an appropriate downward adjustment in contract price.
- 2. The City shall provide inspection of the work area to ensure that maintenance is adequate and that all work complies with these specifications. Discrepancies and deficiencies will be noted on Daily Report and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the Daily Report, the City may withhold payment

and/or proceed with termination of the contract. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

3. When negligence on the part of the Contractor results in excessive use or waste of irrigation water, the estimated cost of this water shall be deducted from the contract payment. Any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the County Water Authority, or other legal entity will be the responsibility of the Contractor unless cause to the contrary is substantiated to the satisfaction of the Resident Engineer.

#### 802-5.5 Not Used.

#### 802-5.6 Invoicing Procedures.

Contractor shall be paid monthly, in arrears, for work performed satisfactorily. Billing shall be in accordance with the current Contract Price, allowing for City approved adjustments if any, Invoices shall be submitted to the Resident Engineer, at the address specified on the Purchase Order(s).

One (1) invoice identified as the original invoice and one (1) identified invoice copy shall be submitted by the 5<sup>th</sup> of the following month work was performed. The invoice shall reference the purchase order number; include a description of the work performed by location.

Any Field Order work the Contractor to include the location work was performed shall be provided and Contractor must attach written authorization from Resident Engineer approving this work. Failure to do so will result in payment being withheld for such services.

A Monthly Pesticide Use Report shall also be submitted in accordance with paragraph G, item 16, Use of Chemicals. This report shall accompany the above invoice.

#### 802-5.7 Graffiti.

Graffiti shall be addressed by the Contractor within forty-eight (48) hours of notice or observation. The Contractor shall notify the Resident Engineer and receive an approval from the Resident Engineer prior to removing the graffiti.

#### 802-5.8 Water Conservation.

Water conservation shall be diligently practiced. Irrigation shall be done in a manner to minimize runoff or other wastage. Irrigation water shall not leave the property due to drainage onto adjacent properties or public roadways or gutters. The Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension or irrigation is desirable to conserve water and to remain within the guidelines of good horticultural acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather based controller is installed). The Contractor shall comply at all times with the current level of the Emergency Water Regulations. Failure to properly manage and conserve water resources may result in deductions or other penalties.

#### 802-5.10 Reclaimed Water.

Reclaimed water is used to irrigate the landscaped areas in this contract. The Contractor is required to adhere to all rules and regulations for reclaimed water use in the City.

In accordance with the Regional Water Quality Control Board, the on-site Field Supervisor must have a Recycled Water Site Supervisor Certification. In addition, the City requires the Irrigation Specialist to possess the same certification. Proof of the above certification shall be provided at time of Award.

The County Department of Health conducts quarterly inspections of all faucets and sprinkler heads, and checks for compliance with recycled water regulations.

#### 802-5.11 Scheduling of Work.

Unless otherwise specified, the Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday. Exceptions may be made to normal working hours where incidence of use may be too great during the hours specified to allow for proper maintenance. The Resident Engineer may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to residents of the area, shall be commenced before 8:00 a.m. The Contractor shall establish an annual schedule of work to be followed in the performance of this contract.

The Work Schedule, provided by the City, must be completed and submitted to the Resident Engineer prior to the commencement of work on this contract. Any changes in scheduling shall be reported, in writing, to the Resident Engineer immediately. This schedule shall include routine work as well as infrequent operations such as fertilization and pruning.

The Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

In addition, a special notification listing exact start date for fertilization, renovation, aerification, and other infrequent operations shall be furnished to the Resident Engineer at least ten (10) working days in advance of performing these operations.

#### 802-5.12 Method of Performing Work.

#### 1. <u>Irrigation</u>

Irrigation shall be done by the use of automatic, mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of

the responsibility to provide adequate irrigation with full and proper coverage to all areas.

In those areas where a manual sprinkler system (including drip) is installed, the Contractor shall once a week, thoroughly inspect the operation of the system for any malfunction. The Contractor shall advise the Resident Engineer within twenty-four (24) hours of those malfunctions.

The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into street rights-of-way or other areas not meant to be irrigated.

All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures.

Irrigation shall be accomplished as follows:

Landscaped improved <u>banks and slopes</u> shall be irrigated as required in accordance with current watering regulations written in specifications to maintain horticultural acceptable growth and color, and to encourage deep rooting.

Newly Planted Trees, Shrubs, and Groundcover shall receive special attention until these plants are established. Adequate water and fertilizer shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period. Prior approval is required from the Resident Engineer to exceed watering regulations per Municipal Code 67.3806 governing Drought Level 2 – Drought Alert Conditions. Watering regulations are subject to change during the term of this contract.

#### 2. Tree Maintenance

a. All trees shall be maintained in their natural shapes. Pruning shall be performed in such a manner as to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Resident Engineer. The Contractor shall, as part of this contract, be responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. Trees shall not be topped. The Contractor shall bring to the attention of the Resident Engineer within twenty-four (24) hours any tree that shows signs of root heaving or leaning, or is in any manner a safety hazard.

The Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty maintenance or negligence, as determined by the Resident Engineer. Replacement shall be made by the Contractor in the kind and size of tree determined by the Resident Engineer. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment. In all cases, the value of the tree lost shall be determined by the Resident Engineer, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

- b. All newly planted trees shall be securely staked with two (2) "lodge pole" type stakes placed on opposite sides of the tree, outside the root ball, and secured to the tree with at least two (2) flexible rubber tree ties.
- c. Tree ties shall be inspected regularly to ensure against girdling and abrasion.
- d. Trees and shrubs that are uprooted and/or broken due to storms, regardless of size, shall be up righted immediately, if possible. If this is not possible, they shall be removed immediately (including roots) and the holes must be filled. The Contractor shall be responsible for paying any and all fees associated with the disposal of tree debris under the terms of this contract.

#### 3. Fertilization

The Contractor shall inform the Resident Engineer at least forty-eight (48) hours before beginning any fertilization and shall have previously submitted a Material Safety Data Sheet (MSDS), schedule of application showing the site, date, and approximate time of application of the fertilizer. Submission of the fertilizer schedule does not release the Contractor from any of the other obligations described in this paragraph or in the following paragraphs. The fertilization schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse the Contractor from performing any other work regularly required under this contract.

Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. The Contractor shall furnish the Resident Engineer with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used in this contract. The invoices must state the grade, amount, and quantity received. Both the copy to be retained by the City and the Contractor's copy must be signed by the Resident Engineer, on site, before any material may be used.

The Contractor may not begin the actual application until the obligations in the preceding paragraph have been complied with.

Fertilizers shall be applied at the rates specified below:

One (1) pound of actual nitrogen per 1,000 square feet of planted area shall be applied to shrubs, vines, groundcovers, and trees as specified.

Acceptable complete fertilizers include, but are not limited to:

Nitra King 22-3-9-(S), Turf Supreme 16-6-8, Turf Supreme and Best Super Turf (for September fertilization). Acceptable organic fertilizers include, but are not limited to, Milorganite or Gro-Power, which have been processed to remove excess levels of salt.

As deemed necessary by the Resident Engineer to achieve required results, other materials including, but not limited to, iron chelate, soil sulfur, gypsum, surfactant enzymes such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary at the Contractor's expense.

Adequate irrigation shall immediately follow the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

Fertilization must occur in prescribed months, and shall be accomplished in a manner so as to achieve an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately.

#### 4. Weed Control

Weeds shall be <u>removed</u> from all shrub and groundcover beds, planters, tree wells, cracks in paved areas, including sidewalks, and areas covered with ornamental rocks.

This means <u>complete removal</u> of all weed growth. For the purpose of this specification, a weed will be considered "any undesirable or misplaced plant". Weeds shall be controlled by manual, mechanical, or chemical methods.

The Resident Engineer may restrict the use of chemical weed control in certain areas.

Center Island maintenance shall include the removal of weed growing in all paved or unpaved surfaces of the Center Island.

#### 5. Disease and Pest Control

The Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Contractor shall advise the Resident Engineer within four (4) days if disease, insect, or rodent infestation is found; Contractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon approval of the Resident Engineer, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Resident Engineer. The Contractor shall utilize all safeguards necessary during disease, insects, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the billing will be deducted from Contractor's monthly payment.

All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture and submit to the Resident Engineer within thirty (30) days of expiration a copy of the valid certificate.

## 6. <u>Replacement of Plant Material</u>

a. The Contractor shall notify the Resident Engineer within four (4) days of the loss of plant material due to any cause.

The Contractor shall supply the labor and all materials to replace any tree, shrub, groundcover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the Resident Engineer.

- b. Any plant damaged or lost through vehicular damage, theft, or vandalism shall be replaced in kind and size shall be compensated via Construction Change Order as approved by the Resident Engineer.
- c. In order to ensure maximum healthy growth and overall aesthetic appearance of planting in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plant replacement shall be determined by the Resident Engineer.

#### 7. Groundcovers

Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. They spread by rhizomes, by stolen or by roots which form at the nodes of trailing branches that come in contact with the soil. The plants give a flat or two (2) dimensional effect to the landscape; such

plants include, but are not limited to, arctotheca, osteospermum, trailing gazania and lantana, ivy, trachelospermum, baccharis, and varieties of ice plant and myoporum.

#### a. <u>Irrigation</u>

All areas planted with groundcovers shall be adequately irrigated and fertilized to maintain the planting in a healthy condition. Frequent, light irrigations shall be avoided.

#### b. Edging

Groundcover beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or to encroach in any manner deemed undesirable by the Resident Engineer. Edging is to be completed as specified in the Service Frequencies and shall include all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

#### c. Pruning

All groundcover plantings shall be thinned and pruned as necessary to maintain them within their intended bounds, and at such other times as directed by the Resident Engineer for the health of the planting and the appearance of the site.

#### d. Replanting

Replanting will be required to maintain the continuity of the groundcover area, and replacements shall be as approved by the Resident Engineer, according to item 6, Replacement of Plant Material.

#### e. Cultivation

The open soil between plants shall be cultivated where the planting permits.

# f. <u>Facility Maintenance</u>

#### Sidewalks and Paved Areas (Including Paved Center Islands)

All sidewalks and other paved surfaces shall be maintained in a safe, non-hazardous, and useable condition at all times. The Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, and all other debris from paved areas. Any damage or repairs required shall be reported within twenty-four (24) hours to the Resident Engineer. See Service Frequencies Schedule.

#### g. Repair of Damage or Malfunction

Damage to or malfunction of any facility not specifically provided for shall be reported within twenty-four (24) hours to the Resident Engineer. Repairs necessary to correct damaged, malfunction, or an otherwise unsatisfactory condition not a result of Contractor's negligence shall be performed by the City.

#### 8. <u>Inspection</u>

The Contractor shall provide comprehensive ongoing inspection of the job site(s). This inspection shall be performed by the field supervisor as well as a non-working supervisor who shall provide the Resident Engineer with a written punch list each week of items requiring remedial action or attention together with dates when the required work will be performed. Failure to provide such a punch list will indicate that no remedial action is required and that all work has been performed in accordance with the contract specifications.

The City shall provide continuing inspection of the work area to ensure that maintenance is adequate and that all work complies with these specifications. Discrepancies and deficiencies will be noted on Daily Report and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the Daily Report, the City may withhold payment and/or proceed with termination of the contract.

#### 9. Site Inspection

Approximately thirty (30) days prior to the end of the contract period, a. the Resident Engineer will inspect the contract sites with the current Contractor to ensure that sites are turned over at the end of the contract period in a condition that conforms to the contract specifications. Any deficiencies found in the specified maintenance level shall be noted and presented to the current Contractor in writing. The City shall be the sole judge as to what constitutes a deficiency. The Contractor shall correct all deficiencies noted by the end of the contract period. If the Contractor fails to correct the noted deficiencies and turns over the contract sites in an unacceptable condition, as determined by the Resident Engineer, the City will correct the deficiencies that remain. All costs incurred by the City to correct deficiencies will be deducted from the current Contractor's final payment. The City shall be the sole judge as to what constitutes a reasonable cost for work authorized.

#### 10. Traffic Control Plans

On those occasions when the requested work requires a street, sidewalk, alley, or bikeway to be blocked, wholly or partially, the Contractor is to comply with

the traffic control plans as prescribed in Chapter 5 of the Caltrans Traffic Manual, Traffic Control for Construction and Maintenance Work Zones. Information and the required written notices shall be obtained from the City of San Diego, Project Manager: Hong Le, 525 B Street, MS908A, San Diego, CA 92101, phone (619) 533-4662. The required written notice must be filed and approved prior to commencing work in the impacted area.

#### 802-5.13 Specifications Unique to this Contract.

- 1. Trimming of trees over twelve (12) feet shall be performed once per year.
- 2. Contractor shall perform an initial cleanup of debris, trimming of trees, edging, pruning, weed and litter removal, sweeping and fertilization, etc. to bring maintenance area up to the level of standard which is to be maintained for the entire contract maintenance period. This shall be completed prior to the 29-month Maintenance period begins. This shall be completed for all areas shown on **Appendix I 29 Month Maintence Exhibit.** It is expected that the Contractor completes a site visit prior to bid closing to appropriately characterize the anticipated cost of this work. A claim of change in site conditions will only be accepted by the City if it takes longer than 120 days from bid closing to contract award.
- 3. Contractor shall perform an irrigation system check and repair any items determined by the Resident Engineer to need repair. This shall be completed prior to the 29-month Maintence period begins.
- 4. Contractor, including sub-contractors shall follow existing City of San Diego watering policies during the entire duration of the contract period. City water policies may change over the contract period, Contractor shall abide by policies in effect at any time during the contract period whether changes are noted or not.
- 5. Contractor shall obtain a Caltrans Encroachment Permit to cover the entire contract period. Contractor will be reimbursed by the City for this cost.
- 6. All work shall be performed from Monday to Friday between the hours of 8:00 a.m. and 3:00 p.m.
- 7. Prior to starting any work, as defined in these specifications, Contractor shall provide the Resident Engineer with a service schedule for approval.

#### 802-6 PAYMENT.

a) The payment for the maintenance Work required during the maintenance period beyond the PEP included in the Contract Documents includes payment for the Project Biologist when required, furnishing the required reports, site observations, and bond(s), and shall be included in the lump sump Bid item for the "29-Month Re-vegetation Maintenace Program".

- b) The payment for the replacement of vegetations and planting shall be included in the lump sum Bid Item for "Revegetation".
- c) The payment for the replacement of Bio-Filtration Swales shall be included in the lump sum Bid Item for **"Erosion Control"**.
- d) The payment for inspecting and checking existing irrigation systems shall be reimbursed through the Bid Item for "Irrigation System Check (5 Controllers)".
- e) The payment for repairing existing irrigation systems shall be reimbursed through the Bid Item for "Irrigation System Repairs and Upgrades (EOC Type I)".

#### **SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

## **1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:

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

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)** 

# SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

# **APPENDIX A**

# **ENVIRONMENTAL IMPACT REPORT**

Please use link below to access the full report.

https://filecloud.sandiego.gov/url/s15017enviromental

# **APPENDIX B**

# **FIRE HYDRANT METER PROGRAM**

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

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

#### Reference

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

# 3. **DEFINITIONS**

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

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

# 4. **POLICY**

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

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

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

# 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

# Process for Issuance

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

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

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

# 4.7 Relocation of Existing Fire Hydrant Meters

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

# 4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

#### 5. **EXCEPTIONS**

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

# 6. **MOBILE METER**

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

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

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

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

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

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# 7. **FEE AND DEPOSIT SCHEDULES**

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

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

# 8. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

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

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

# Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

#### **APPENDIX**

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

**Distribution:** DI Manual Holders



# Application for Fire (EXHIBIT A) **Hydrant Meter**

Application Date

(For Office Use Only)

NS REQ	FAC#	
DATE	ВУ	

Requested Install Date:

METER SHOP (619) 527-7449

Me	ter	Info	rma	ition

wieter imonitatio	J11					
Fire Hydrant Location: (Attach	Detailed Map//Thomas Bros.	. Map Location or Cor	nstruction drawing.) Zip:	<u>T.B.</u>		G.B. (CITY USE)
Specific Use of Water:			<u> </u>			
Any Return to Sewer or Storm	Drain, If so , explain:			,		
Estimated Duration of Meter l	Use:			Check	Box if Recla	imed Water
Company Information						
Company Name:						
Mailing Address:						
City:	Stat	:e:	Zip:	Phone: (	)	1
*Business license#	ntractor license#					
A Copy of the Contracto	or's license OR Busines	s License is rea	uired at the time	of meter issua	nce	
Name and Title of B				Phone: (	)	(15) (15)
Site Contact Name a	and Title:			Phone: (	)	
Responsible Party N	lame:			Title:		
Cal ID#				Phone: (	. )	
Signature:	*	1	Date:			ų.
Guarantees Payment of all Charge	s Resulting from the use of this M	eter. Insures that emplo	oyees of this Organization	understand the proj	oer use of Fir	e Hydrant Meter
		* 43			A PROPERTY OF THE PROPERTY OF	
Fire Hydrant Met	er Removal Requ		Requested Re	emoval Date:		
Provide Current Meter Location	n if Different from Above:				<del></del>	
Signature:		and the state of t	Title:		Date:	r i
Phone: ( )	WANTANIA CONTRACTOR OF THE CON	Pager	: ( )			5 AT 5
						Charles and Charle
City Meter	Private Meter					
Contract Acct #:		Deposit Amour	t: \$ 936.00	Fees Amount:	\$ 62.0	00
Meter Serial #		Meter Size:	05	Meter Make ar	nd Style:	6-7
Backflow #		Backflow Size:		Backflow		*
Name:		Signature:		Make and Style	ete:	- 20

# 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 #
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)
<del>-</del>
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. Ероху

# **APPENDIX D**

# SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Contractor's Phone #:

Resident Engineer (RE):

RE Phone#:

Fax#:

Contractor's Name:

Contractor's Phone#:

Contractor's fax #:

Invoice No.

Invoice No.

Invoice Date:

Billing Period: ( To )

Item #	Item Description			t Authoriza	tion		Previo	us Totals	To Date		his Estimate			ls to D	
	•	Unit	Price	Qty		Extension	%/QTY	Ar	mount	% / QTY	Amoun	t	% / QTY		Amount
1					\$	-		\$	-		\$	-	0.00	\$	-
2					\$	-		\$			\$	-	0.00%	\$	-
3					\$	-		\$	-		\$	-	0.00%	\$	-
4					\$	-		\$			\$	-	0.00%	\$	-
5					\$	-		\$	-		\$	-	0.00%	\$	-
6					\$	-		\$	-		\$	-	0.00%	\$	-
7					\$	-		\$	-		\$	-	0.00%	\$	-
8					\$	-		\$	-		\$	-	0.00%	\$	-
5					\$	-		\$	-		\$	-	0.00%	\$	-
6					\$			\$	-		\$	-	0.00%	\$	-
7					\$	-		\$	-		\$	-	0.00%	\$	-
8					\$			\$	-		\$	-	0.00%	\$	-
9					\$	-		\$	-		\$	-	0.00%	\$	-
10					\$	-		\$	-		\$	-	0.00%	\$	-
11					\$			\$	-		\$	-	0.00%	\$	-
12					\$			\$	-		\$	-	0.00%	\$	-
13					\$	-		\$	-		\$	-	0.00%	\$	-
14					\$	-		\$	-		\$	-	0.00%	\$	-
15					\$	-		\$	-		\$	-	0.00%	\$	-
16					\$	-		\$	-		\$	-	0.00%	\$	-
17	Field Orders				\$	-		\$	-		\$	-	0.00%	\$	-
					\$	-		\$	-		\$	-	0.00%	\$	-
	CHANGE ORDER No.				\$	-		\$	-		\$	-	0.00%	\$	-
					\$	-		\$	-		\$	-	0.00%	\$	-
	Total Authorized A	mount (includi	ng approved Char	nge Order)	\$	-		\$	-		\$	-	Total Billed	\$	-

#### SUMMARY

SUIVIIVIARY				
A. Original Contract Amount	\$ -	I certify that the materials	Retention and/or Escrow Payment Schedule	
B. Approved Change Order #00 Thru #00	\$ -	have been received by me in	Total Retention Required as of this billing (Item E)	\$0.00
C. Total Authorized Amount (A+B)	\$ -	the quality and quantity specified	Previous Retention Withheld in PO or in Escrow	\$0.00
D. Total Billed to Date	\$ -		Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
E. Less Total Retention (5% of D)	\$ -	Resident Engineer	Amt to Release to Contractor from PO/Escrow:	
F. Less Total Previous Payments	\$ -			
G. Payment Due Less Retention	\$0.00	Construction Engineer		
H. Remaining Authorized Amount	\$0.00		Contractor Signature and Date:	-

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

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

# Construction Cash Flow Forecast "Sewer and Water Group Job 965 (W)"

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



# **APPENDIX E**

# **LOCATION MAP**





# La Jolla Village Drive & I -805 Landscape Maintenance project

SENIOR ENGINEER DANIEL NUTTER 619-533-7492 PROJECT MANAGER HONG LE 619-533-4662 PROJECT ENGINEER MICHAEL BOLOURI 619-533-5264 FOR QUESTIONS ABOUT THIS PROJECT

Call: 619-533-4207 Email: engineering@sandiego.gov

NANCY RIDGE DR NEXUS CENTRE DR EXECUTIVE DR MIRAMAR RD AVENUE OF FLAGS DY

Legend

La Jolla Village Dr & I-805



COMMUNITY NAME: TORREY PINES

Date: September 9, 2019

COUNCIL DISTRICT: 01

SanGIS

SAP ID: S-15017

# **APPENDIX F**

# ADJACENT PROJECTS MAP



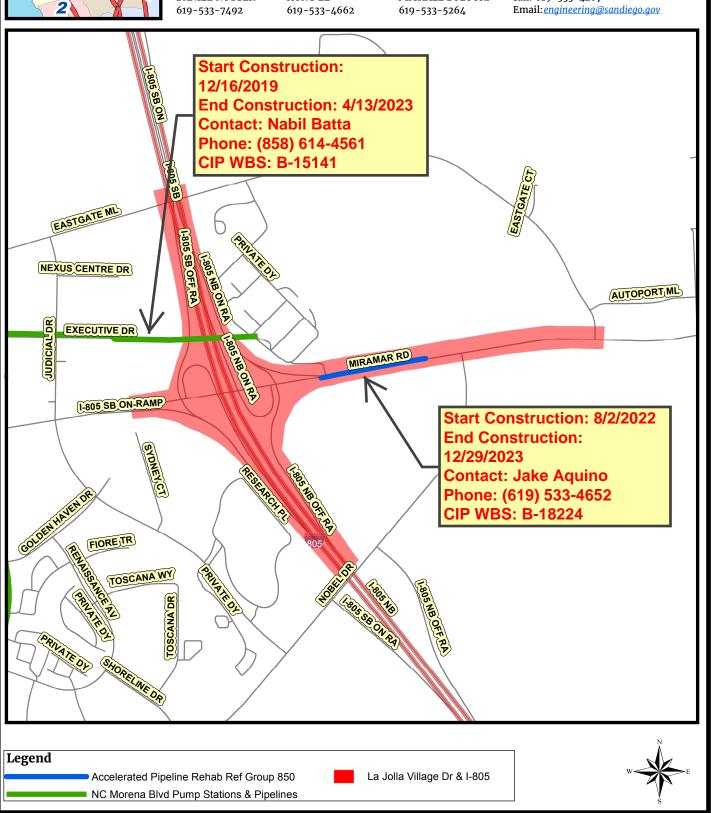
# SAN DIEGO Public Works

# <u>La Jolla Village Dr & I-805 Landscape Maintenance Interchange</u> <u>Adjacent Projects Map</u>

SENIOR ENGINEER DANIEL NUTTER 619-533-7492 PROJECT MANAGER HONG LE 619-533-4662 PROJECT ENGINEER
MICHAEL BOLOURI

FOR QUESTIONS ABOUT THIS PROJECT

Call: 619-533-4207



COMMUNITY NAME: TORREY PINES

Date: September 21, 2018

COUNCIL DISTRICT: 01

SanGIS

SAP ID: S-15017

# **APPENDIX G**

# ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

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

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.

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

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

# A. Endpoints, see Photo 1:

# Photo 1



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

Photo 2



Network Devices, see Photo 3:

Photo 3



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

# Photo 4



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

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

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

# Photo 5

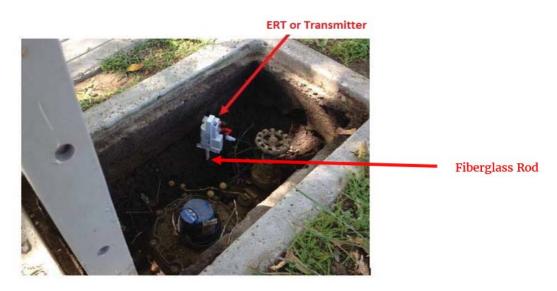
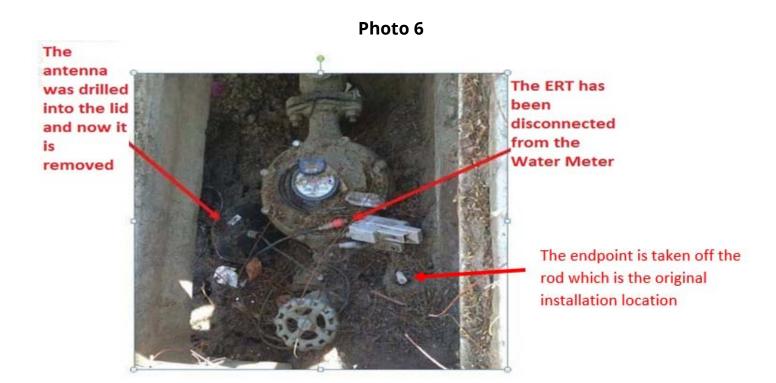


Photo 6 below is an example of disturbance that shall be avoided:



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





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

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

# Photo 8



**Network Device** 

Photo 9

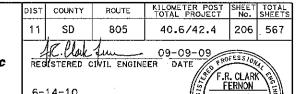


If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

# **APPENDIX H**

# **BIOFILTRATION AND IRRIGATION AS-BUILTS**

Caltrans



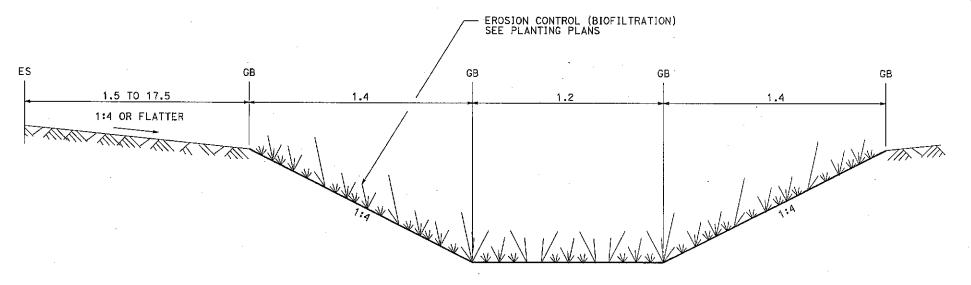
6-14-10 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF COMPLETENESS OF ELECTRONI COPIES OF THIS PLAN SHEET.

7807 CONVOY COURT, SUITE 200 SAN DIEGO, CA 92111

CITY OF SAN DIEGO 1010 SECOND AVENUE, SUITE 1200 SAN DIEGO, CA 92101

No. 47273 Exp. |2/3|/09



BIOFILTRA	TION SWALE		BÈGIN			LENGTH		
SYSTEM	UNIT	OFFSET	STATION	LINE	OFFSET	STATION	LINE	(m)
5	. <b>f</b>	13.1 RŤ	423+76	"M-4R"	13.1 Rt	424+54	"M-4R"	73
5	Ð	13.1 R†	424+58	"M-4R"	25.0 R+	426+39	"M-4R"	182
12	ð	16.2 L†	425+23	"M-6R"	19.6 L†	425+69	"M-6R"	42
(12)	f	19.7 L†	425+72	"M~6R"	14.8 L+	428+00	"M-6RA"	. 215
(12)	$\odot$	4.9 Rt	424+60	"M-6R"	18.8 Rt	425+96	"M-6R"	138
(12)	(m)	20.5 Rt	426+29	"M-6R"	13.5 Rt	426+98	"M-6R"	74
(13)	(a)	5.2 L†	425+16	"M-3R"	7.7 L+	425+67	"M∽3R"	58
(13)	$\odot$	16.9 R†	425+69	"M-3R"	28.9 Rt	426+37	"M-3R"	60
(13)	$\bigcirc$	14.4 R†	424+47	"M-3R"	14.4 Rt	425+66	"M-3R"	90
(15)	<u></u>	5.2 L†	. 426+70	"M-2R"	5.2 L†	427+20	"M-2R"	48
(18)	( <del>f</del> )	14.4 L†	427+70	"M-7R"	14.4 Lt	427+98	"M-7R"	19
18	g	14.4 L†	428+02	"M-7R"	16.7 L+	429+42	"M-7R"	107

BIOFILTRA	TION SWALE		BEGIN			LENGTH		
SYSTEM	UNIT	OFFSET	STATION	LINE	OFFSET	STATION	LINE	(m)
(18)	(L)	14.7 R+	427+24	"M−3R"	12.4 R†	427+61	"M-3R"	37
18	(db)	10.0 R+	426+42	"M-2RA"	10.0 R+	427+22	"M-2RA"	75
20	đ	16.7 L†	428+60	"M-8R"	16.7 Lt	429+23	"M-8R"	54
20	f	.16.7 L+	429+27	"M-8R"	16.7 L+	430+00	"M-8R"	76
20	$\odot$	7.9 R+	427+82	"M-8R"	14.4 R†	429+42	"M-8R"	172
20	S	12.2 Rt	427+67	"M-3R"	10 <b>.1</b> R†	428+75	"M-3R"	107
20	Z	17.3 Rt	429+62	"M~2R"	13.6 R+	429+95	"M-2R"	33
20	<u></u>	13.6 R+	427+26	"M-2R"	17.0 Rt	429+58	`"M-2R"	222
21	е	13.1 L+	430+50	"M-8R"	13.1 L+	431+37	"M-8R"	87
22	Ø	12.2 R†	430+56	"M-2R"	14.3 Rt	431+36	"M~2R"	. 80
23	<u>a</u>	14.4 R+	431+41	"M-2R"	33.7 R+	432+89	"SD-805"	147

# **BIOFILTRATION SWALE**

DRAINAGE DETAILS NO SCALE

CU 11223

**DD-15** 

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

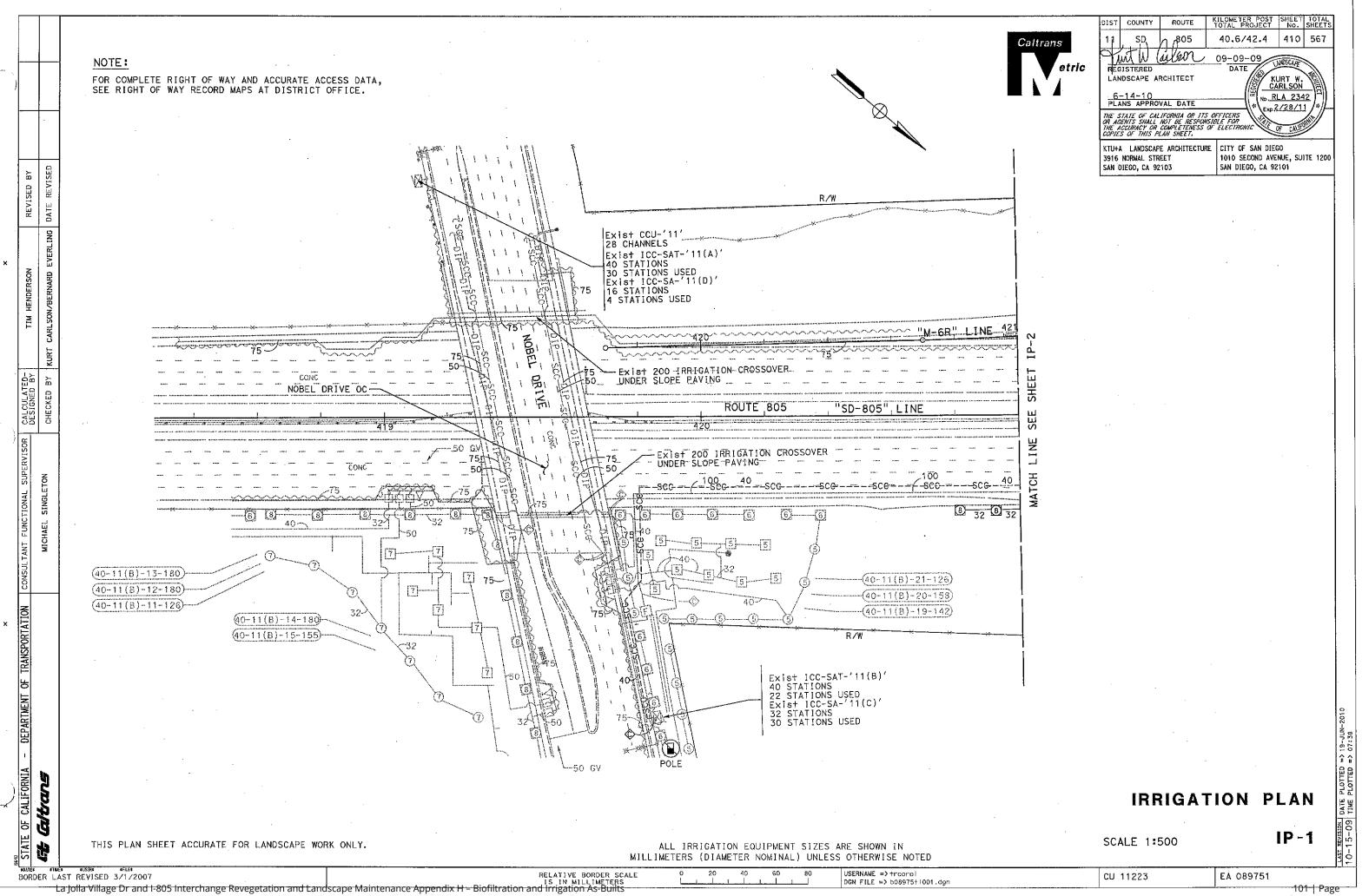
MIKE

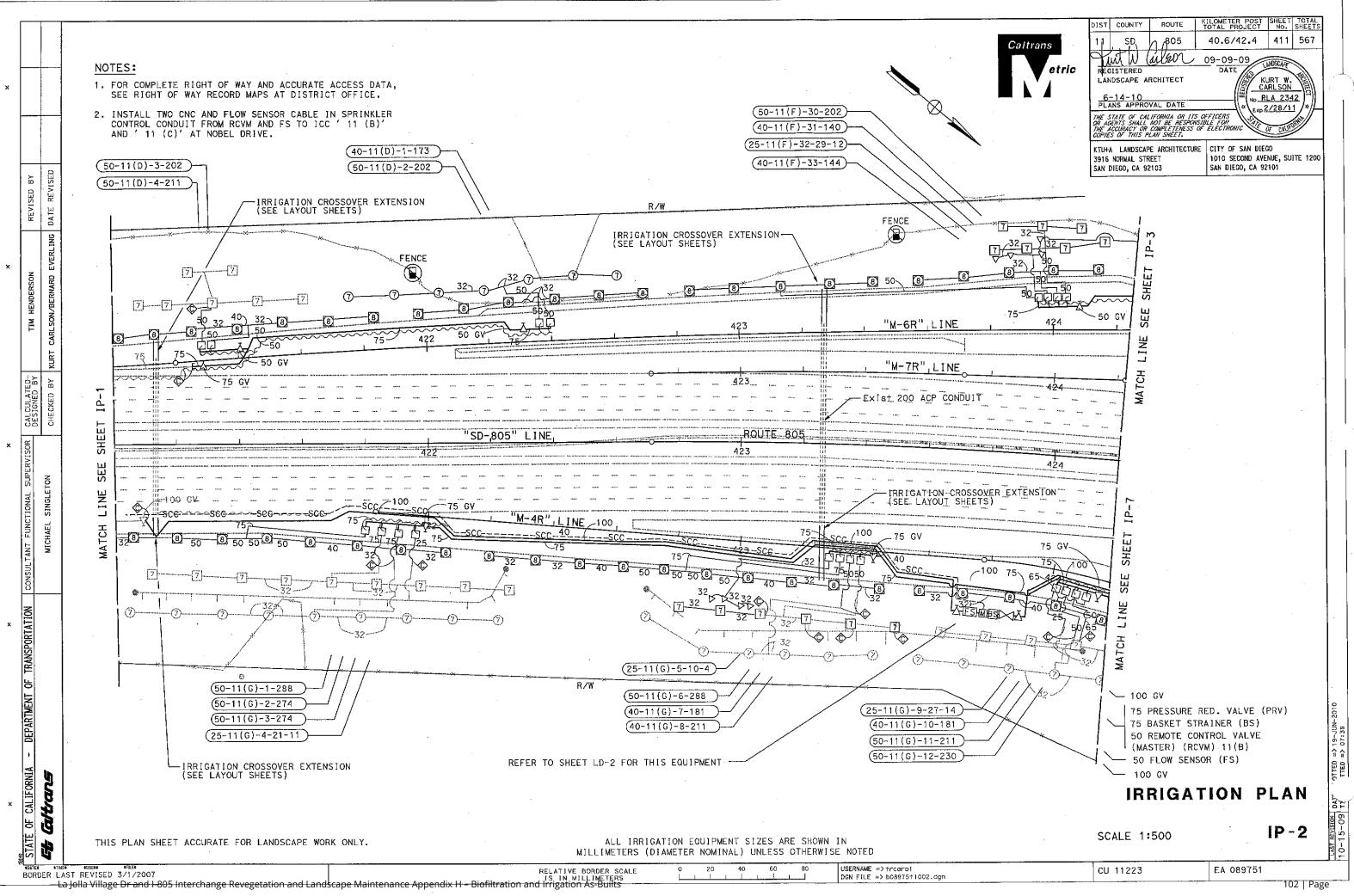
DONALD L. MACFARLANE

DEPARTMENT OF TRANSPORTATION

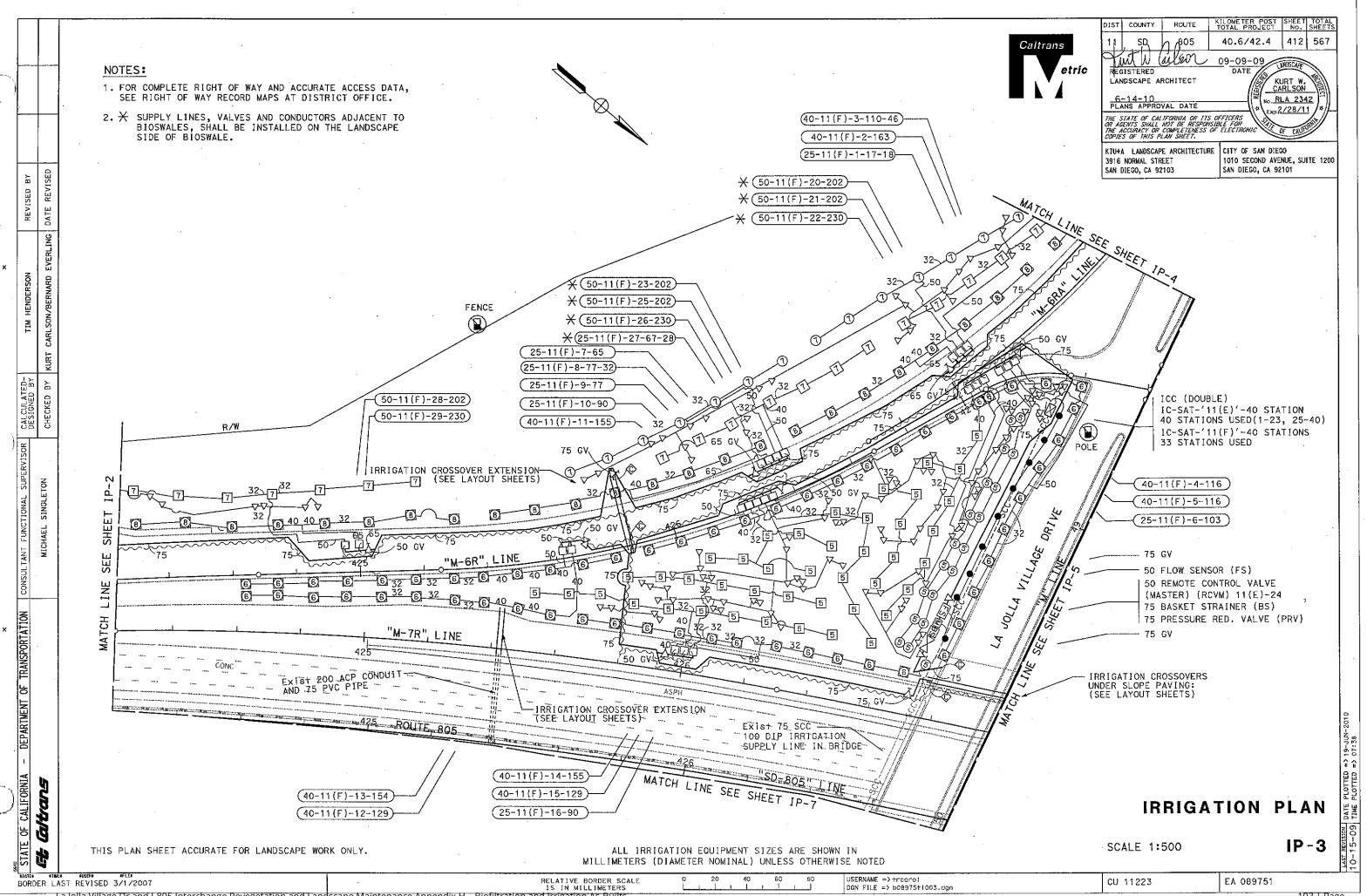
**Gitrans** 

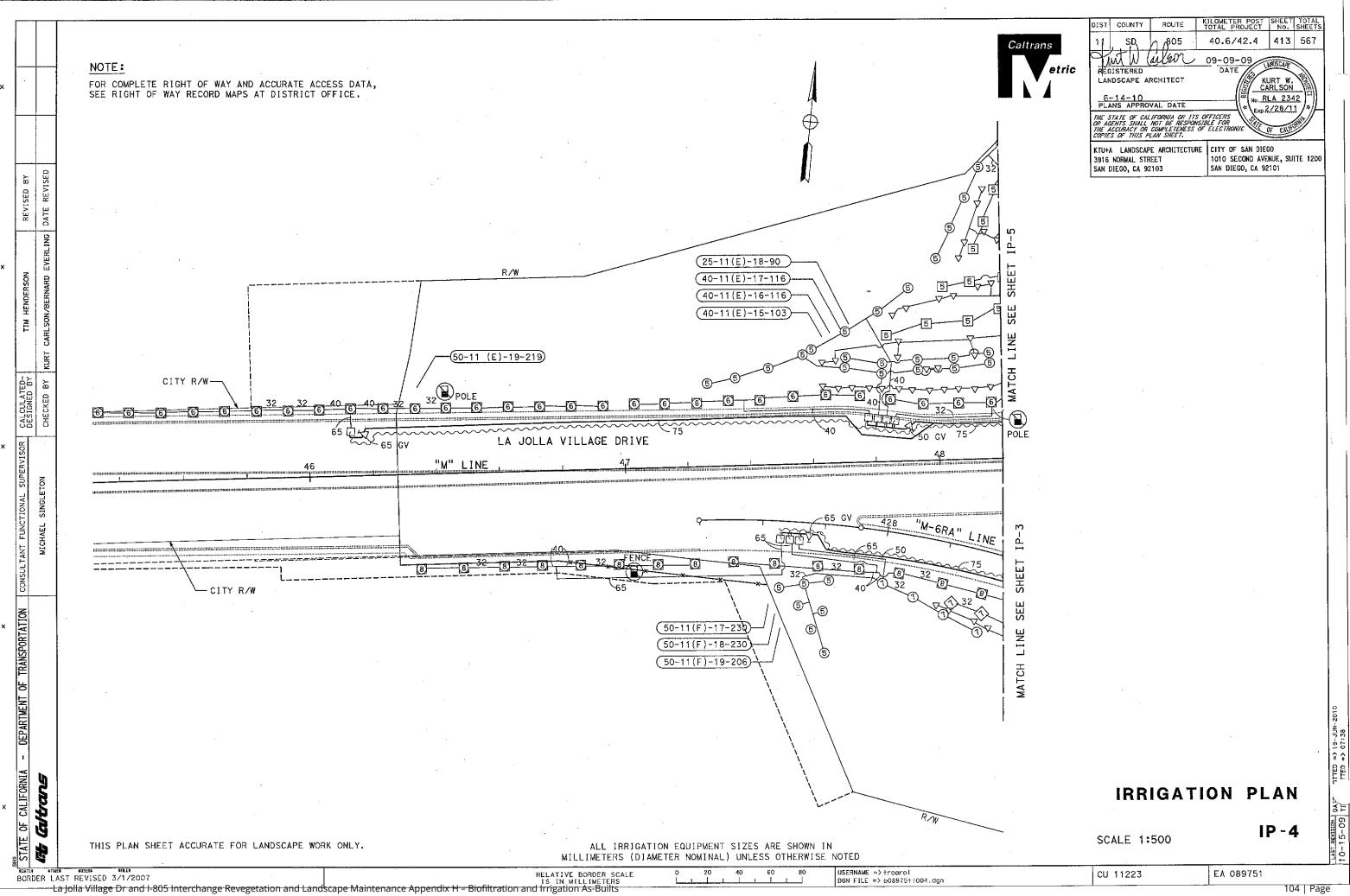
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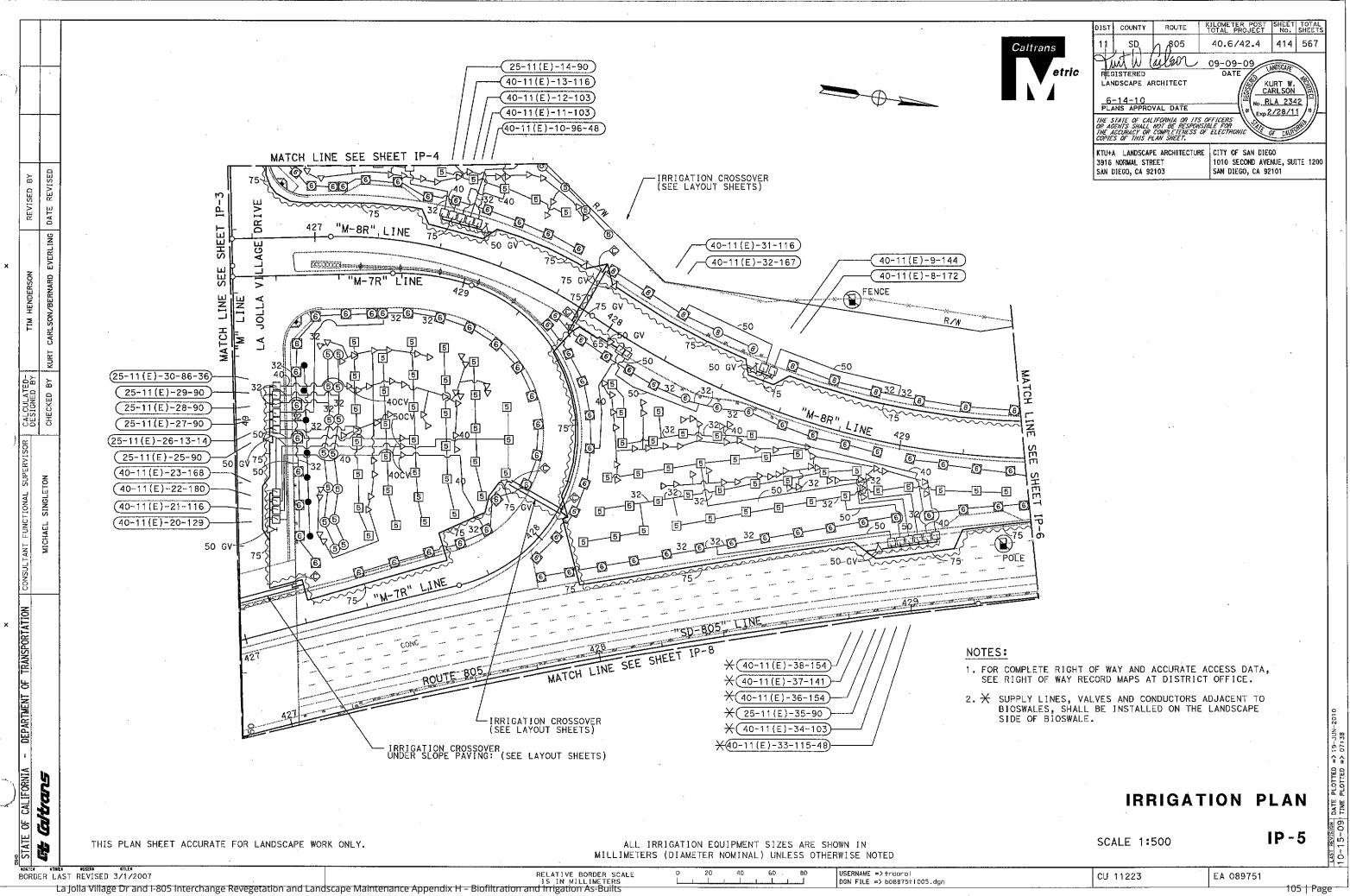


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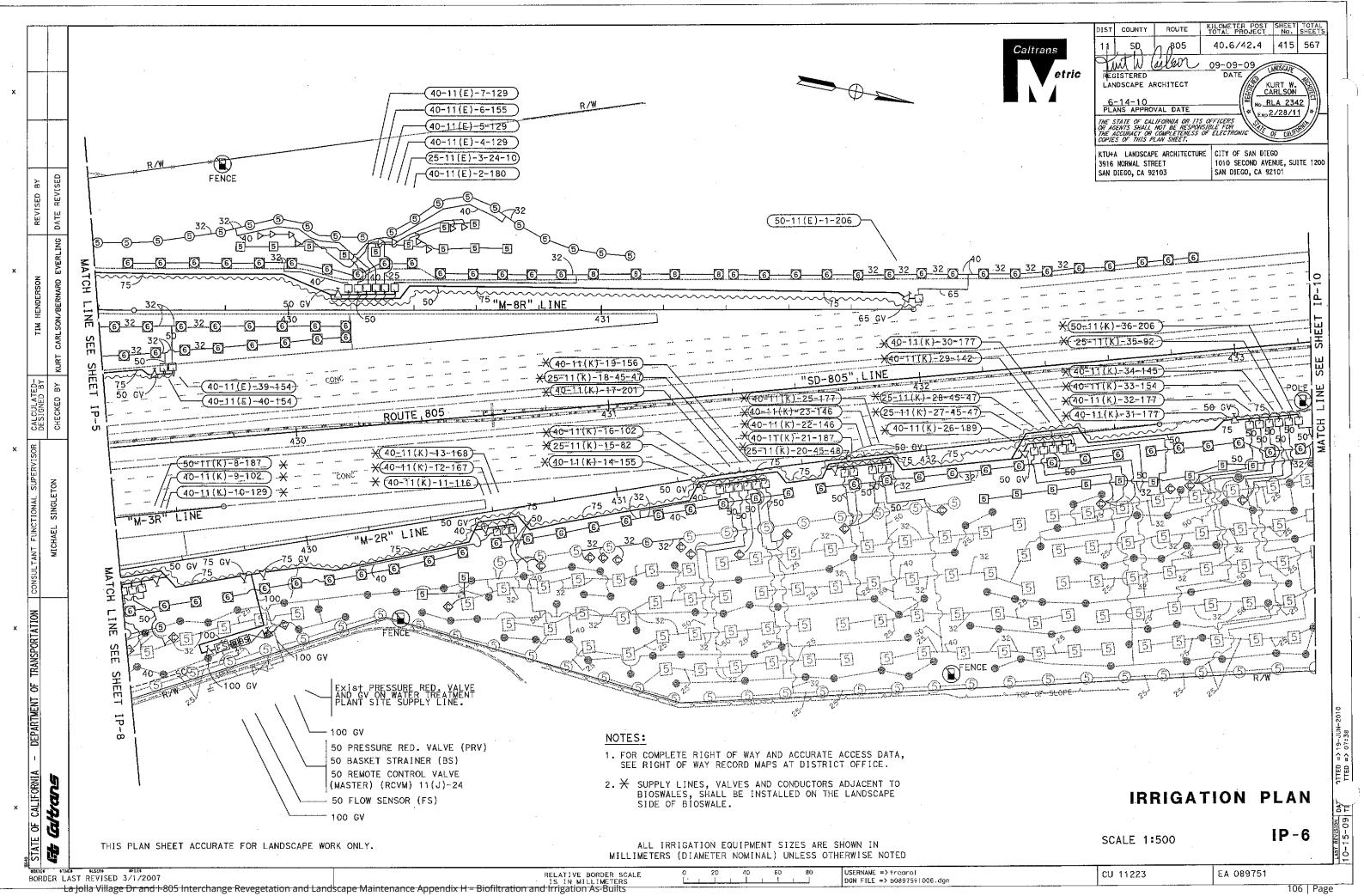


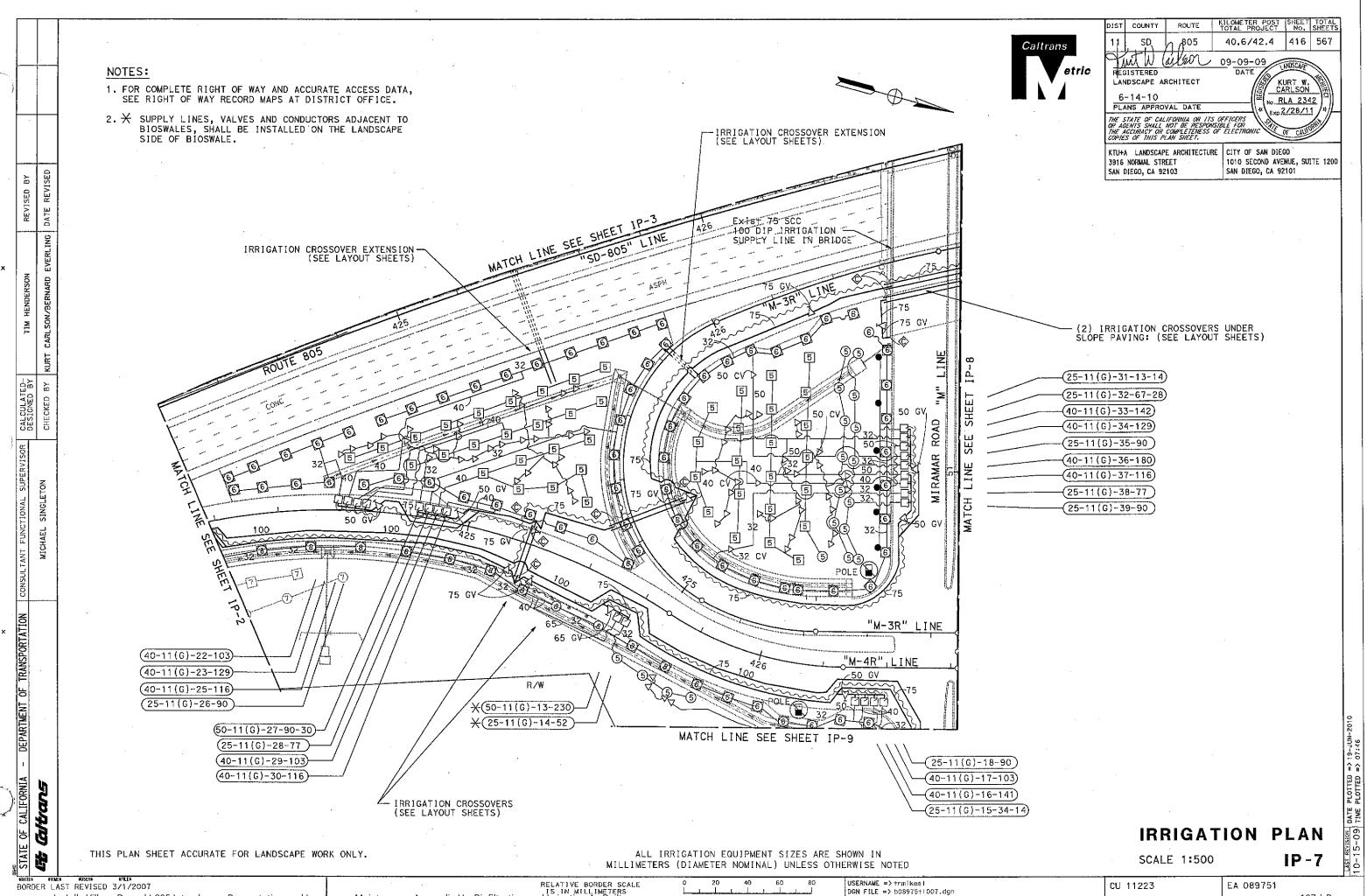


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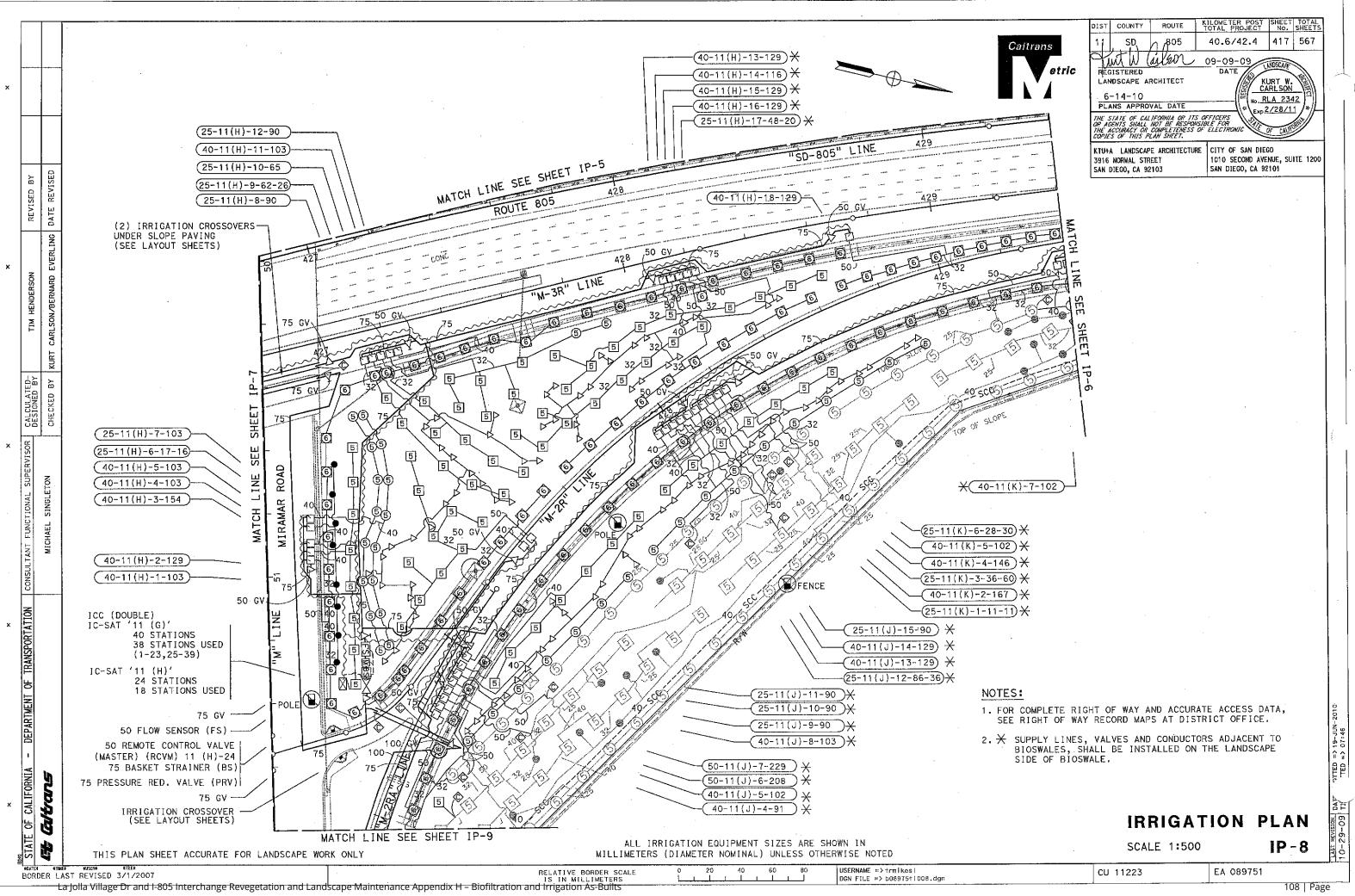
105 | Page



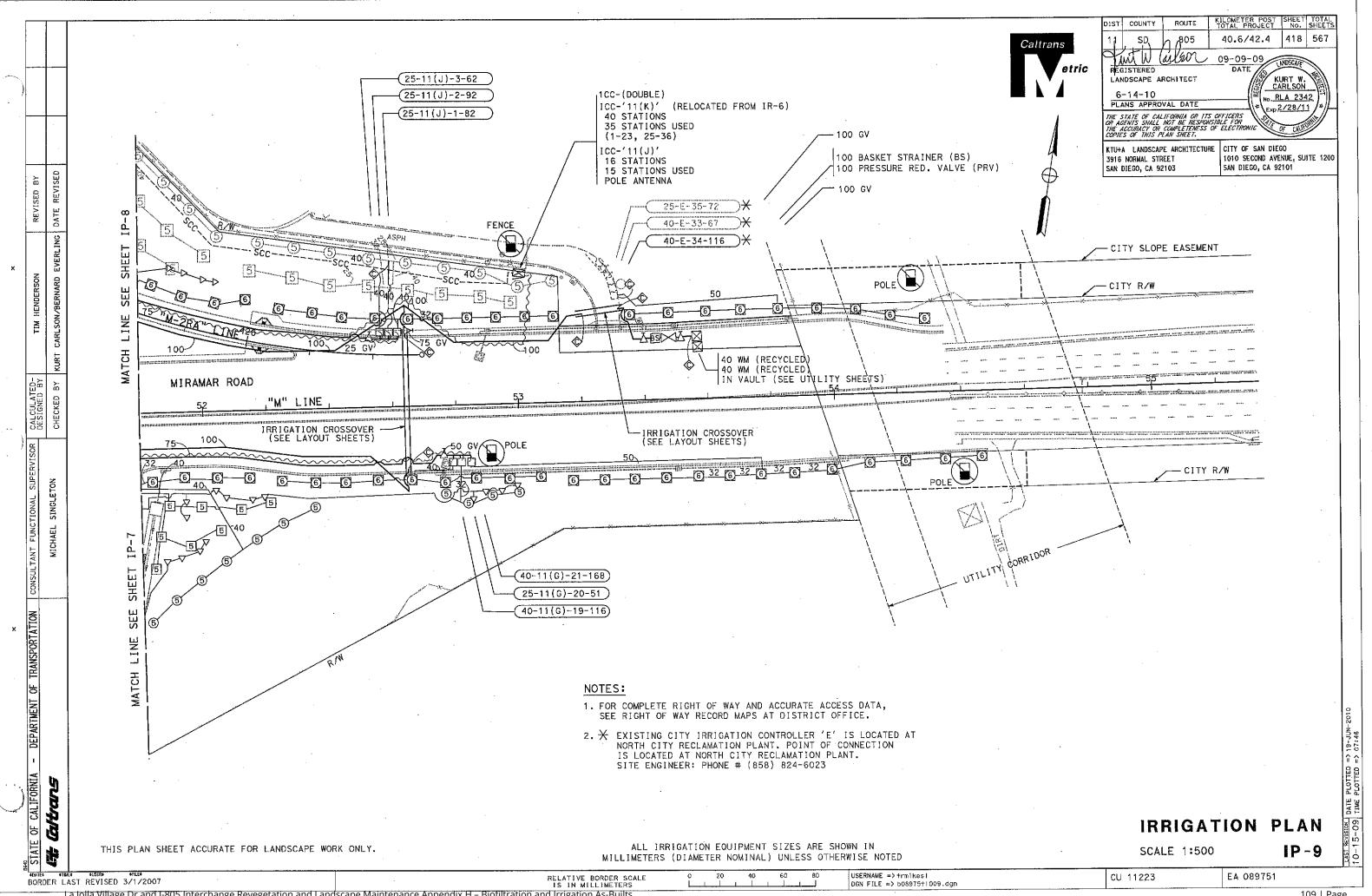


LAST REVISED 3/1/2007

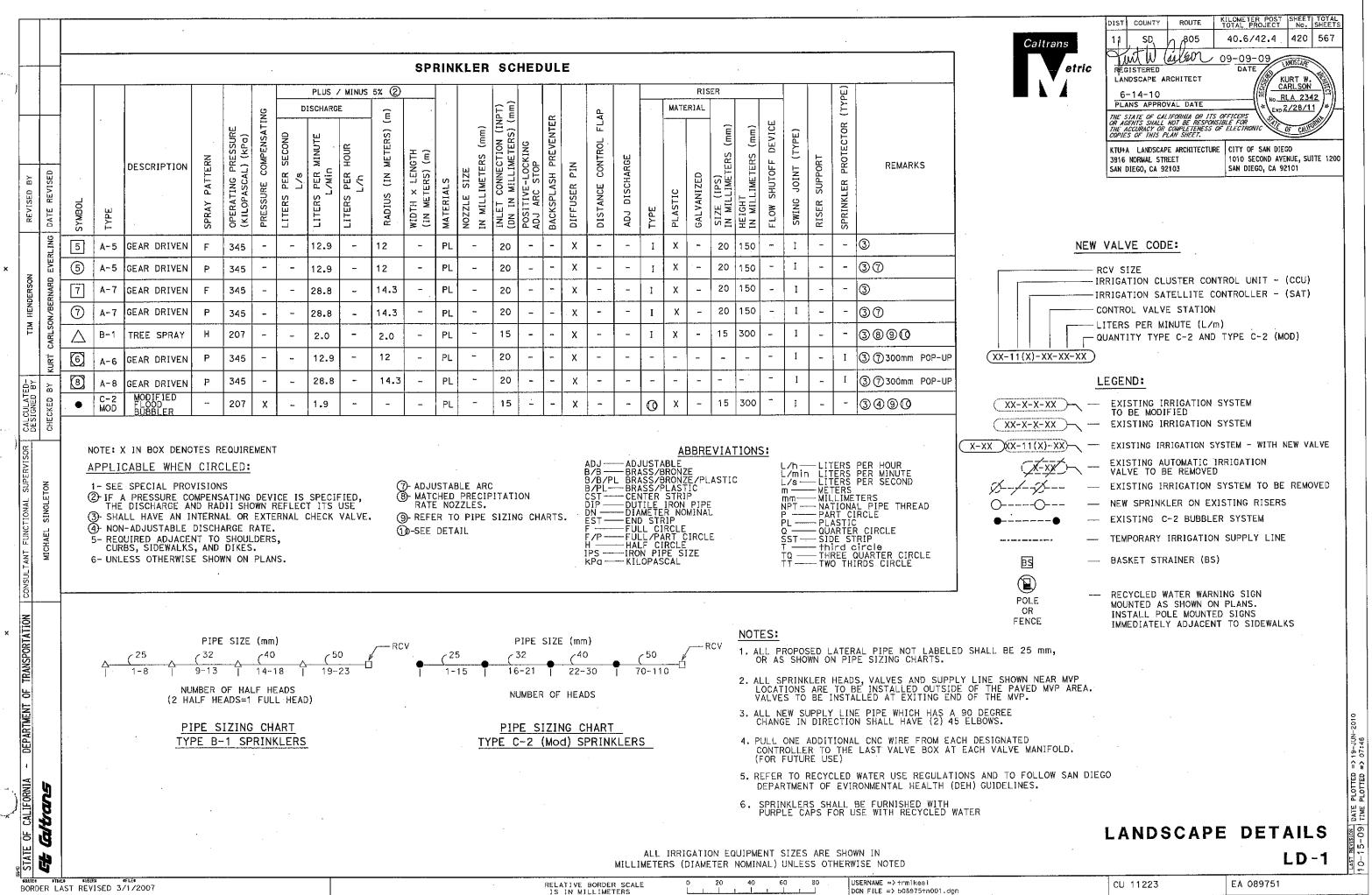
RELATIVE BORDER SCALE
IS IN MILLIMETERS
La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance Appendix H – Biofiltration and Irrigation As-Builts



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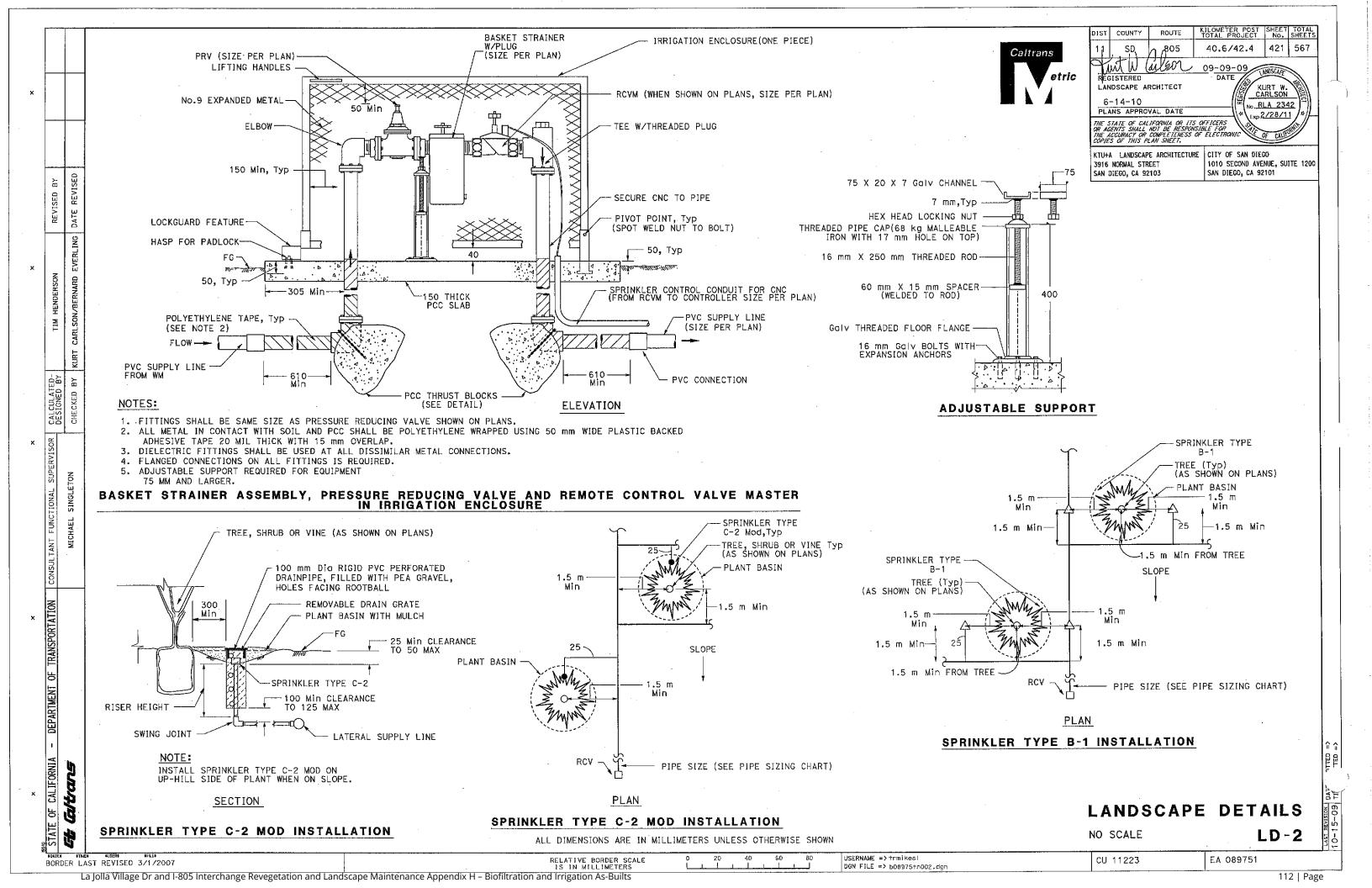


40.6/42.4 419 567 Caltrans (also 09-09-09 DATE NOTE: KURT W. CARLSON LANDSCAPE ARCHITECT FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE. 6-14-10 o. RLA 2342 PLANS APPROVAL DATE Exp 2/28/11 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRON COPIES OF THIS PLAN SHEET. KTU+A LANDSCAPE ARCHITECTURE CITY OF SAN DIEGO 1010 SECOND AVENUE, SUITE 1200 SAN DIEGO, CA 92103 SAN DIEGO, CA 92101 ROUTE 805 MICHAEL SINGLETON CONSULTANT FUNCTIONAL DEPARTMENT OF TRANSPORTATION - EASTGATE MALL OC CAL IFORNIA Caltrans **IRRIGATION PLAN** ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN THIS PLAN SHEET ACCURATE FOR LANDSCAPE WORK ONLY. IP-10 SCALE 1:500 BORDER LAST REVISED 3/1/2007 USERNAME => trmikes! DGN FILE => b08975+1010.dgn RELATIVE BORDER SCALE IS IN MILLIMETERS CU 11223 EA 089751 La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance Appendix H – Biofiltration and Irrigation As-Builts 110 | Page



La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance Appendix H - Biofiltration and Irrigation As-Builts

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OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR CALCULATED	CALCULATED-	TIM HENDERSON	REVISED BY			
		DESTRIKED DI			1		
altans	MICHAEL SINGLETON	CHECKED BY	CHECKED BY KURT CARLSON/BERNARD EVERLING DATE REVISED	DATE REVISED			

MUI	_CH SUMMARY (N)
SHEET NUMBER	VOLUME OF MULCH (m <sup>3</sup> )
PP-1	<del>-</del>
PP-2	-
PP-3	76.6
PP-4	84.1
PP-5	52.0
PP-6	_
PP-7	57 <b>.</b> 8
PP-8	92.8
PP-9	
PLANT BASINS	46.6
TOTAL	409.9

TEMPORARY	IRRIGATION SUPPLY LINE
SHEET NUMBER	LENGTH (m)
IR-1	315
IR-4	180
IR-5	50
IR-6	340
TOTAL	885

EROSION CONTROL SUMMARY						
SHEET NUMBER	EROSION CONTROL (TYPE D) m2	EROSION CONTROL ** (PSFM) m 2	EROSION CONTROL (BIOFILTRATION) m 2			
PP-1	42	137	_			
PP-2	-	2505	348			
PP-3	353	6823	2934			
PP-4	653	2617	336			
PP-5		9336	2606			
PP-6	-	3332	3497			
PP-7	32	6642	2699			
PP-8	-	8492	3527			
PP-9	594	4607	240			
PP-10	305	-	-			
TOTAL	1979	44491	16187			

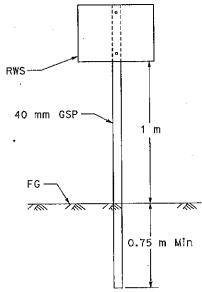
ХX	POLYMER	STABILIZED	FIBER	MATRIX	(PSFM)

RECYCLED WATER WARNING SIGN (N)							
SHEET NUMBER	POLE MOUNTED	FENCE MOUNTED					
IP-1	.1	_					
IP-2		2					
IP-3	1	1					
IP-4	2	1					
IP-5	1	1					
IP-6	-	3					
IP-7	2	-					
IP-8	1	1					
IP-9	3	1					
TOTAL	11	10					



DIST	COUNTY	ROUTE	TOTAL PROJECT	No.	SHEETS
11	SD,	1 1 <sup>805</sup>	40.6/42.4	422	567
REG LAN	MW ( SISTERED IDSCAPE AI -14-10 ANS APPRO		DATE KI	URT W. RLSON LA 234	12
OR AC	SENTS SHALL	IFORNIA OR IT. NOT BE RESPO! COMPLETENESS LAN SHEET.	S OFFICERS VISIBLE FOR	OF CALLE	7. //
(TILL	1 LANDSCAU	C ADCUITECTU	DE CITY OF SAN DIE	20	

KTU+A LANDSCAPE ARCHITECTURE 3916 NORMAL STREET SAN DIEGO, CA 92103 CITY OF SAN DIEGO 1010 SECOND AVENUE, SUITE 1200 SAN DIEGO, CA 92101



ATTACH RWS TO POLE WITH 6 mm Ø THEFT PROOF BOLTS.

# RECYCLED WATER WARNING SIGN (RWS)

(POLE MOUNTED)

ТҮРЕ	STABILIZING EMULSION Kg	FIBER Kg	COMMERCIAL FERTILIZER Kg	COMPOST kg	MYCORRHIZAL INOCULUM kg	PURE LIVE SEED (TYPE D) . kg	PURE LIVE SEED (TYPE BFM) kg	PURE LIVE SEED (BIOFILTRATION) kg	WOOD FIBER kg	CELLULOSE FIBER kg	TACKIFIER LITER
EROSION CONTROL (BIOFILTRATION)	404.68	1294.9			_	-	_	62.32	-		<u>-</u>
EROSION CONTROL (POLYMER STABILIZED FIBER MATRIX) (PSFM)	_		222.46	_	13.28		48.05	-	8898.2	4449.1	418.22
EROSION CONTROL (TYPE D)	39.58	356.22	4.95	0.60	0.60	2.13	-	-		-	_

(N)-NOT A SEPARATE PAY ITEM, FOR INFORMATION ONLY.

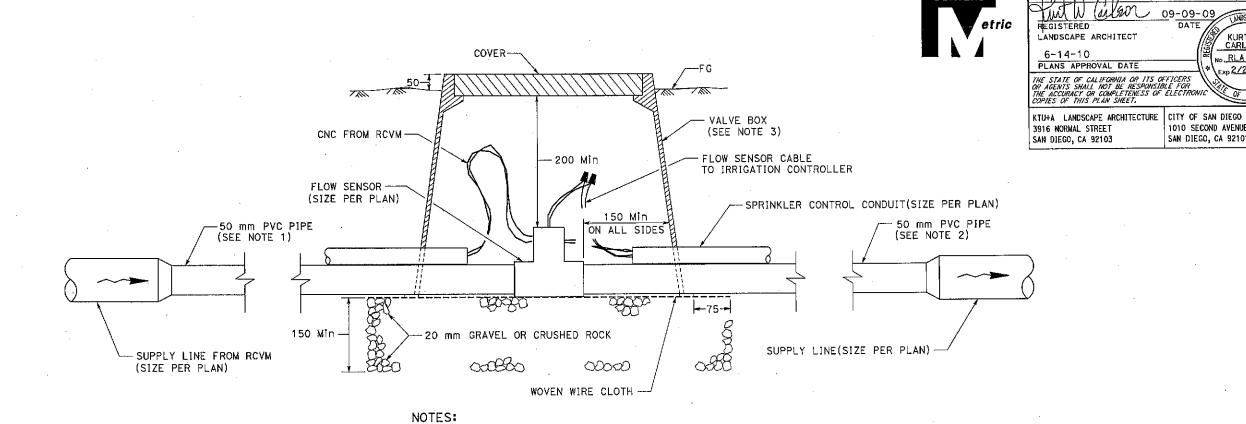
# LANDSCAPE DETAILS

NO SCALE

LD-3

USERNAME => trmlkes)
DGN FILE => b08975tn003.dgn

CU 11223



# THRUST BLOCK DETAIL

REVISED

DEPARTMENT OF TRANSPORTATION

CARL SON/BERNARD

	<u> </u>		
INSTALLATION	TYPE FITTING	INSTALLATION	TYPE FITTING
	90° ELL		DEAD END
	45° BEND 22.5°		GATE VALVE
	11.25°		45° VERTICAL BEND 22.5° (TYPE I)
	TEE		OR 45° VERTICAL 22.5° BEND 22.5° (TYPE II)
NOTES:	i	<u></u>	I

Min 0.03 m 3 PCC FOR PIPE 40 mm AND SMALLER. Min 0.06 m 3 PCC FOR PIPE 50 mm AND LARGER. USE #10 REINFORCING BAR WHERE SHOWN  $(\Lambda)$ .

#### FLOW SENSOR

1. LENGTH = 10 X SUPPLY LINE Dia (UNRESTRICTED, NO FITTINGS). 2. LENGTH = 5 X SUPPLY LINE Dia (UNRESTRICTED, NO FITTINGS).

3. VALVE BOX OR BOX EXTENSION WITH 2 SIDE OPENINGS. SEAL OPENINGS WITH No.30 ASPHALT-SATURATED FELT.

LANDSCAPE DETAILS

NO SCALE

CU 11223

LD-4

KILOMETER POST SHEET TOTAL TOTAL PROJECT No. SHEETS

40.6/42.4 | 423 | 567

KURT W.

o. RLA 2342

Exp 2/28/11

1010 SECOND AVENUE, SUITE 1200

SAN DIEGO, CA 92101

DATE

ROUTE

COUNTY

SD.

Caltrans

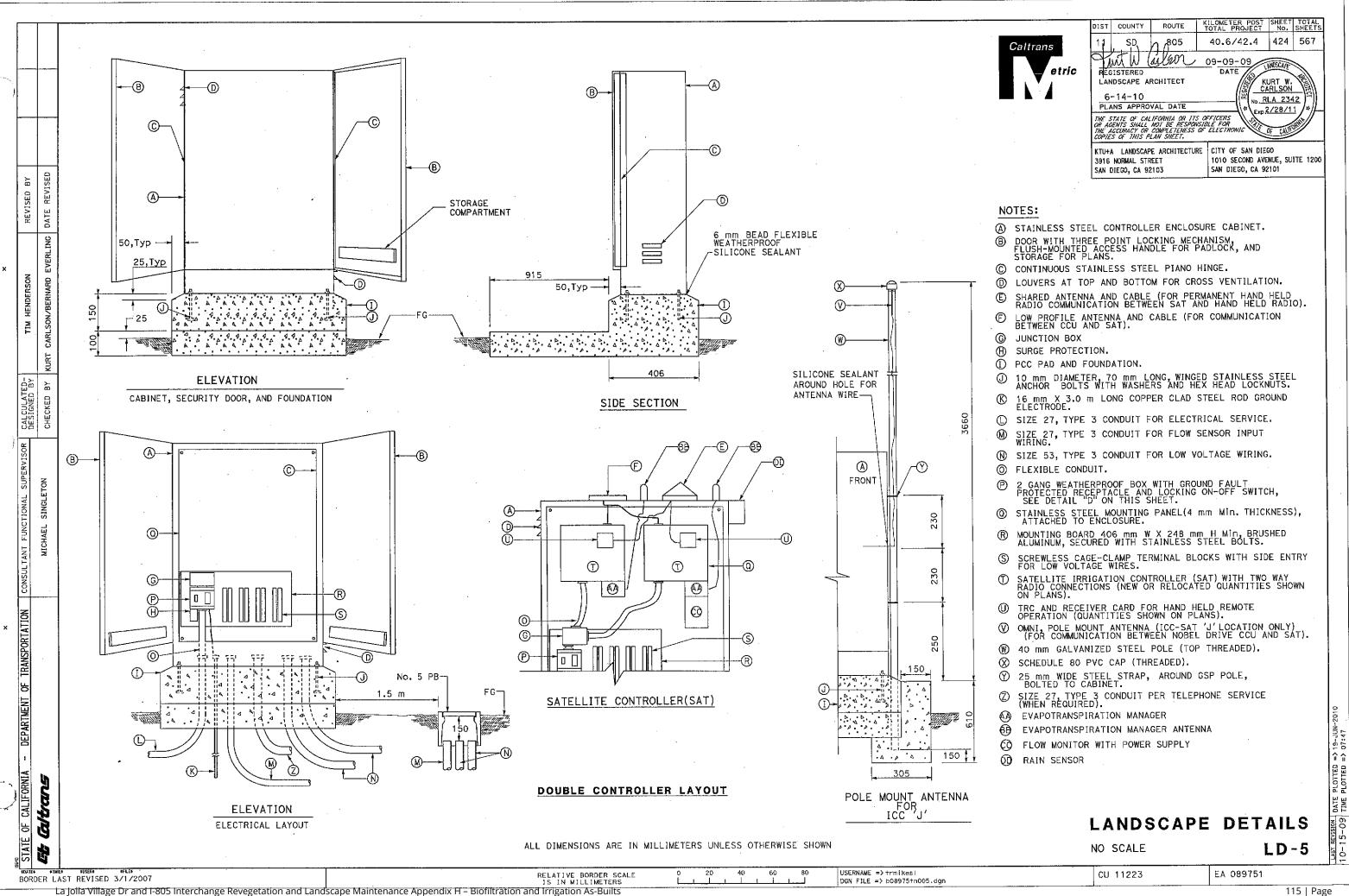
ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

USERNAME => +rm1kes1

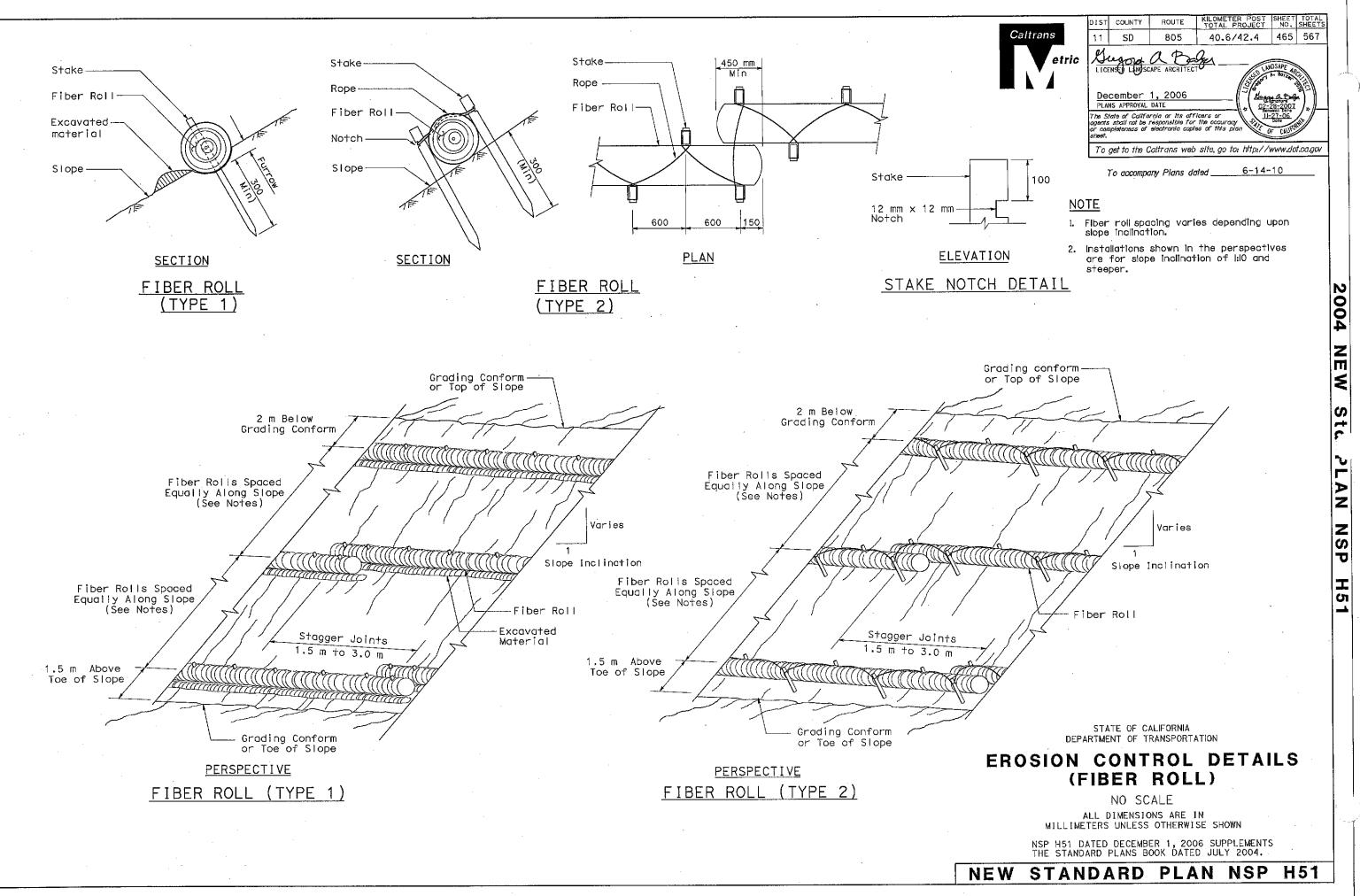
EA 089751

RELATIVE BORDER SCALE
IS IN MILLIMETERS BORDER LAST REVISED 3/1/2007 La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance Appendix H - Biofiltration and Irrigation As-Builts

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EXING PROPOSED HEM DESCRIPTION	SD 805 40.6/42.4 464 567
etric Suy	1 Day 1 Day _
LICENSE &	SELANDSCAPE ARCHITECT CO LANDSAPE ARCHITECT
EXISTING PROPOSED ITEM DESCRIPTION March	ch 7, 2008
The State of	APPROVAL DATE  of California or its officers or O2-21-008 trail not be responsible for the accuracy states of electronic copies of this plan  of california of the copies of this plan
Sheet.	t to the Caltrans web site, go to: http://www.dof.ca.gov
POTROLINE PERMANANTAL CONTRACTOR AND	To accompany plans dated6-14-10
CHECK VALVE (CV)  MASTER IRRIGATION CONTROLLER (MIC)	20
₩ Ю—— FLUSH VALVE (FV)  ② AUXILIARY IRRIGATION CONTROLLER (AIC)	004
O	굔
IRRIGATION CONTROLLER (IC)/ IRRIGATION CONTROLLER (IC) (BATTERY)  On the second control of the second control	EVIS
IRRIGATION CONTROLLER(S) IN CONTROLLER  (7)	S I
CONTROL AND NEUTRAL CONDUCTORS (CNC)	Ö
QUICK COUPLING VALVE W/SPRINKLER PROTECTOR scc —— SCC —— SPRINKLER CONTROL CONDUIT (SCC)	St
	<b>a</b>
IRRIGATION SLEEVE CONNECT TO EXISTING SYSTEM	P
dipDIP DUCTILE IRON PIPE (SUPPLY LINE) (MAIN) (DIP)	A
	æ
	9
PLASTIC PIPE (PR 200) (SUPPLY LINE) (MAIN)	
	N
PLASTIC PIPE (IRRIGATION LINE)  VALVE IN PARALLEL (IF APPLICABLE)	
REMOTE CONTROL VALVE (RCV) REMOTE CONTROL VALVE (MASTER) (RCVM)  REMOTE CONTROL VALVE (MASTER) (RCVM)  REMOTE CONTROL VALVE (MASTER) (RCVM)	
MANUAL CONTROL VALVE (MCV)  *(63.5-A-2b-151.4)-60)  STATE OF CALI	AL IFORNIA
The state of the	RANSPORTATION
WYE STRAINER (WS)	
* 50.8-3-113.5 -50 * 50.8-3-113.5 -50 * MILLIMETERS UNLESS O	ONS ARE IN OTHERWISE SHOWN
RSP H2 DATED MARCH 7, 2008 SUPE  * VALVE CODES FOR EXISTING VALVES  BALL VALVE (BV)  * VALVE CODES FOR EXISTING VALVES  DATED JULY 1, 2004 - PAGE 202 OF THE STA	TANDARD PLANS BOOK DATED JULY 2004.
REVISED STANDAR	RD PLAN RSP H2



# **APPENDIX I**

# **29 MONTH MAINTENANCE EXHIBIT**

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PLANT LIST

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance Appendix I – 29 Month Maintenance Exhibit

mozaffarianb p:\s04\700\cadd\mstation\design\planset\as-builts\b08975te00l.dgn USERNAME =>mozaffarianb RELATIVE BORDER SCALE
IS IN MILLIMETERS 20 40 BORDER LAST REVISED 3/1/2007

SHRUB LAYOUT

NOT TO SCALE

B

닝

09-09-09

392

KURT W.

CARLSON

RLA 2342

Exp.2/28/11

567

40.6/42.4

DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

KTU+A LANDSCAPE ARCHITECTURE

1010 SECOND AVENUE, SUITE 1200 SAN DIEGO, CA 92101

CITY OF SAN DIEGO

REMARKS

**SHRUB** SHRUB MIX

TREE

SHRUB

**SHRUB** 

( m )

0.67

0.5

(4)

4.5 SHRUB (6)

4.5 SHRUB (6) SHRUB (6) 4.5

SHRUB MIX

SHRUB (6) 3

SHRUB (6) .3

3 SHRUB (6)

(4) TREE

0.3 GROUND COVER

TREE (10) (4) 3.5 (4) TREE

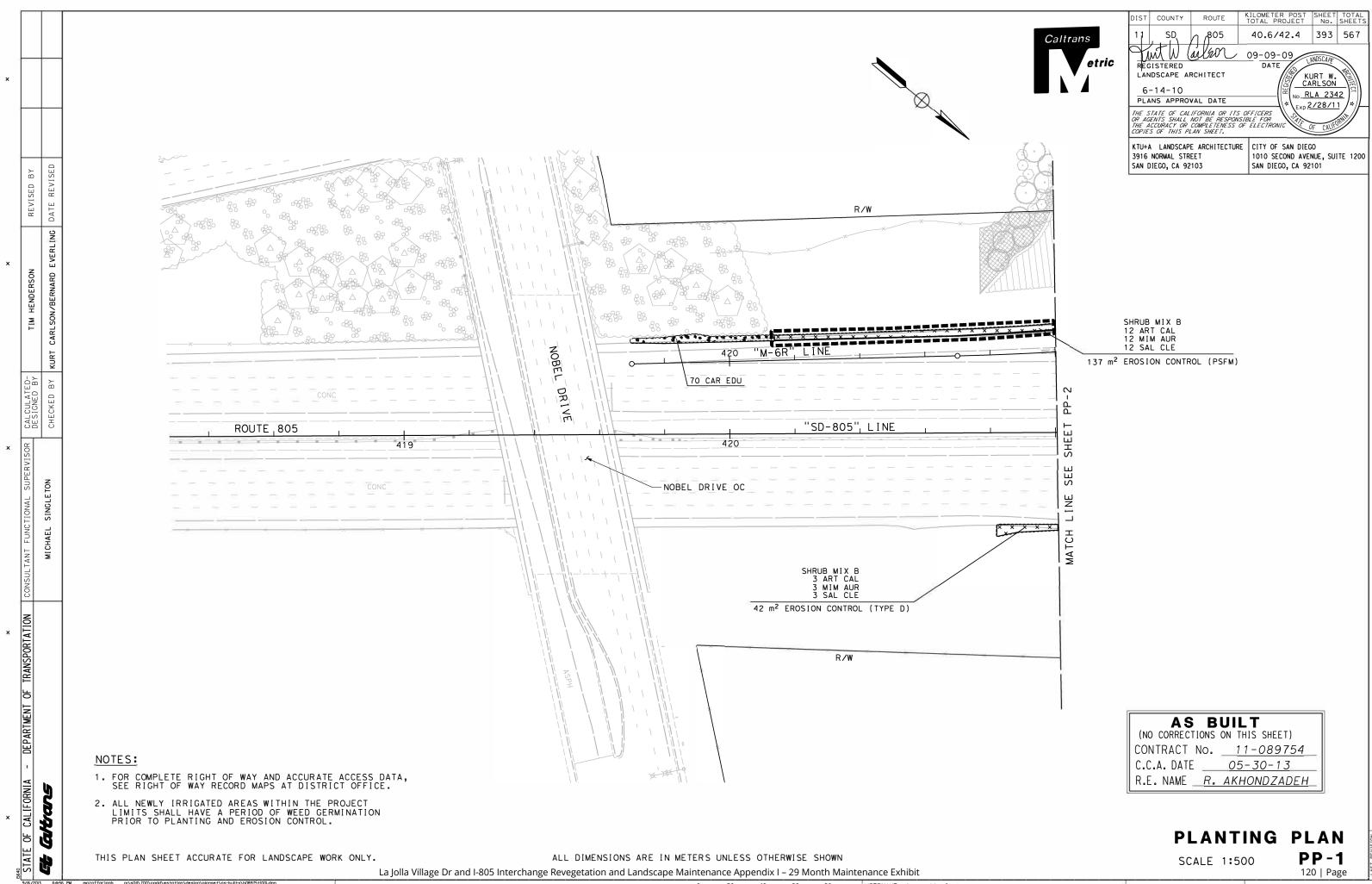
AS BUILT

(NO CORRECTIONS ON THIS SHEET) CONTRACT No. 11-089754

C.C.A. DATE \_\_\_\_ 05-30-13

R.E. NAME R. AKHONDZADEH

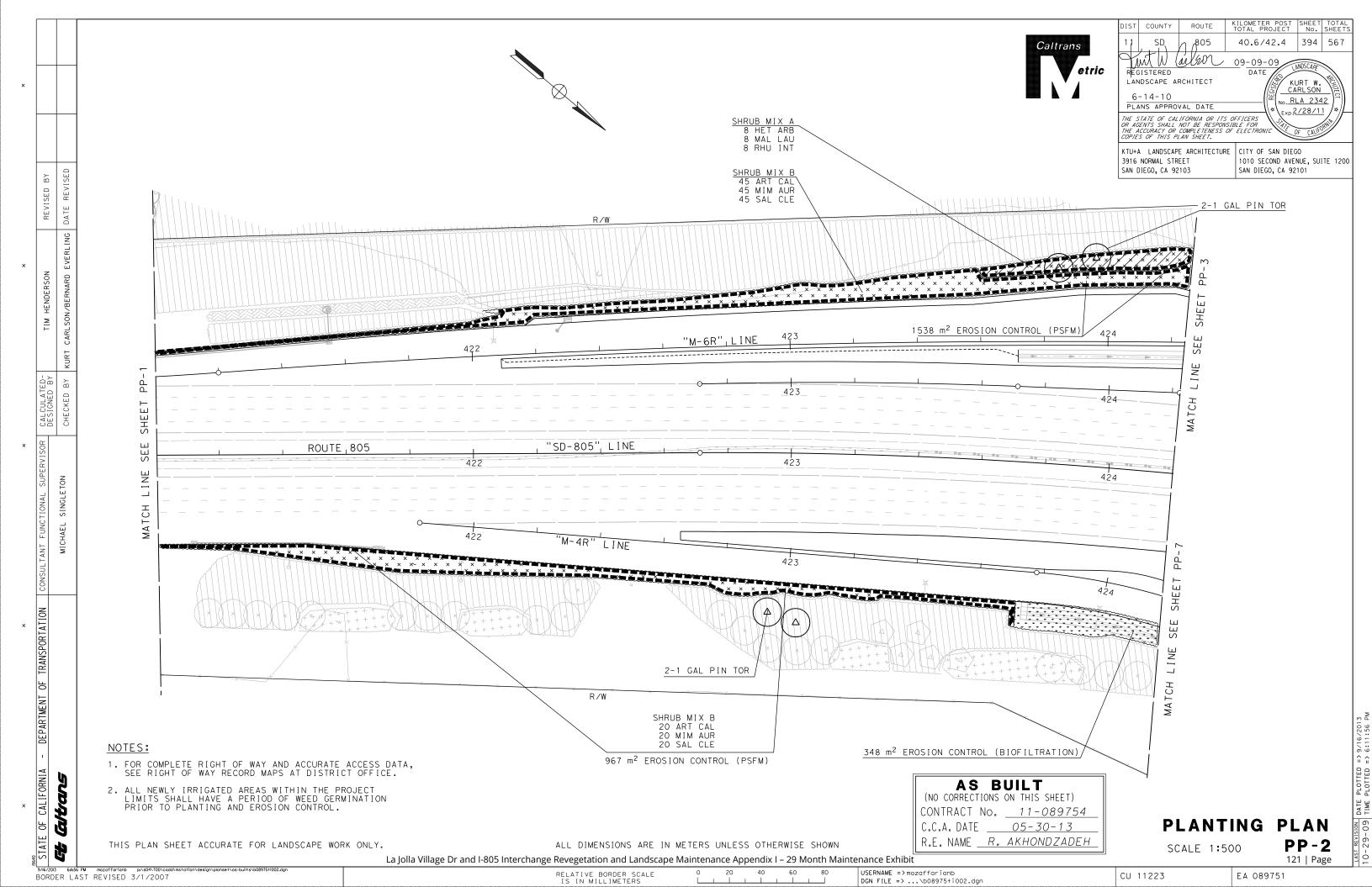
CU 11223

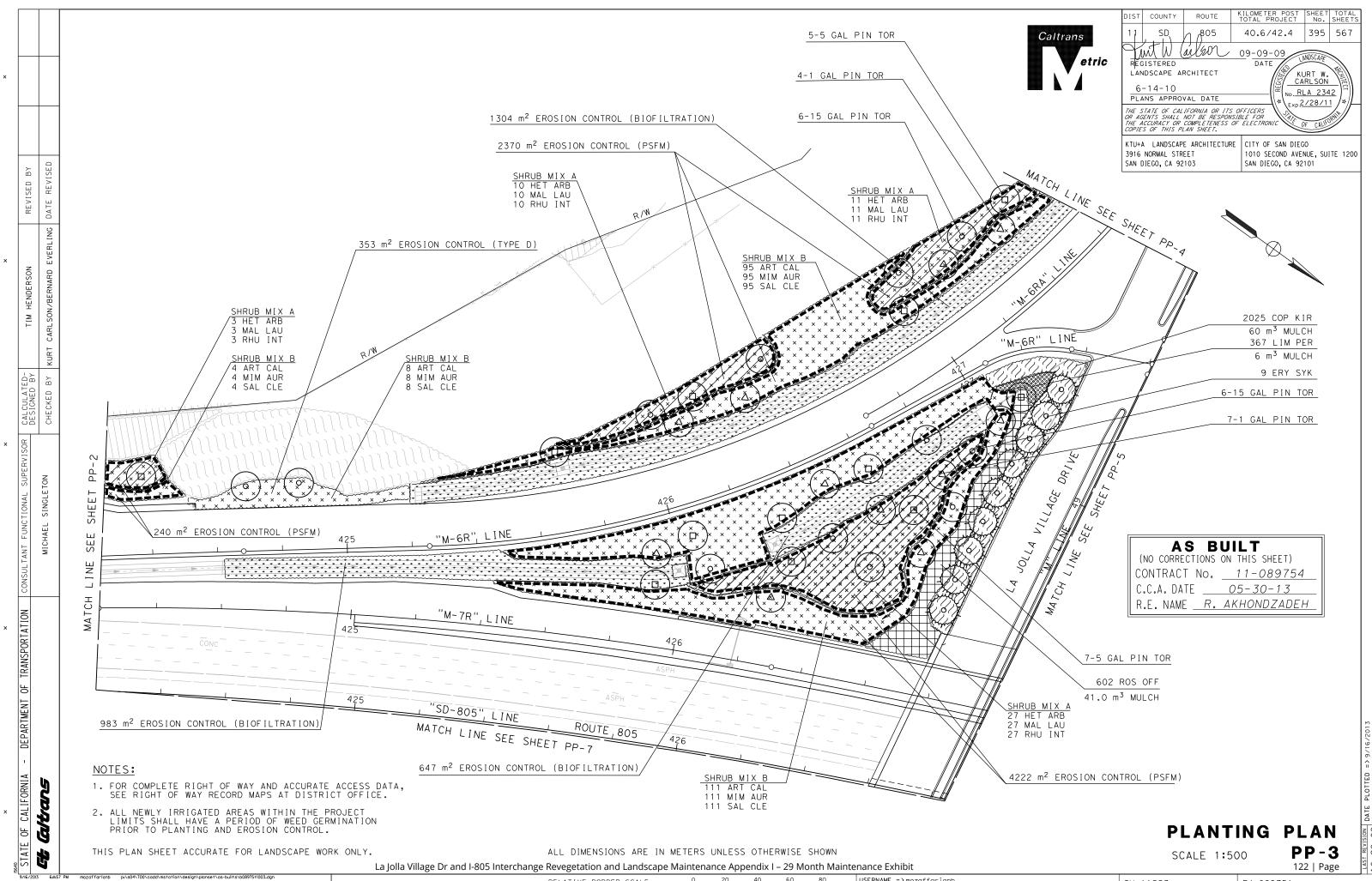


976/2003 6in/56 FW mazaffariand polyaghyparaget\as-bullts\b08975ti00ldgn
BORDER LAST REVISED 3/1/2007

RELATIVE BORDER SCALE 0 20 40 60 80 USERNAME => mozaffariand DGN FILE => ...\b089751i00ldgn CU 11223

EA 089751





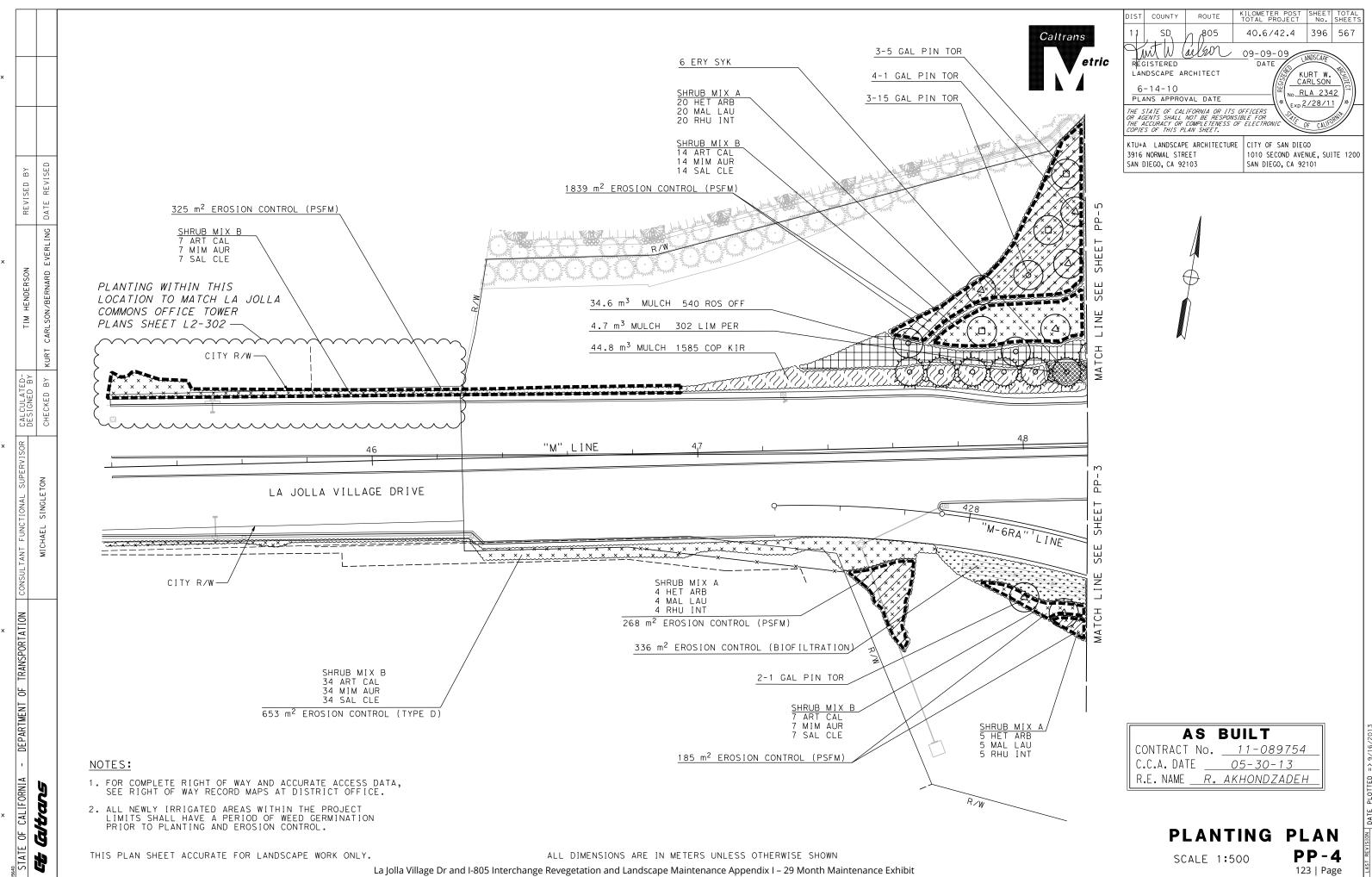
RELATIVE BORDER SCALE IS IN MILLIMETERS USERNAME => mozaffarianb

BORDER LAST REVISED 3/1/2007

DGN FILE => ...\b08975+i003.dgn

EA 089751

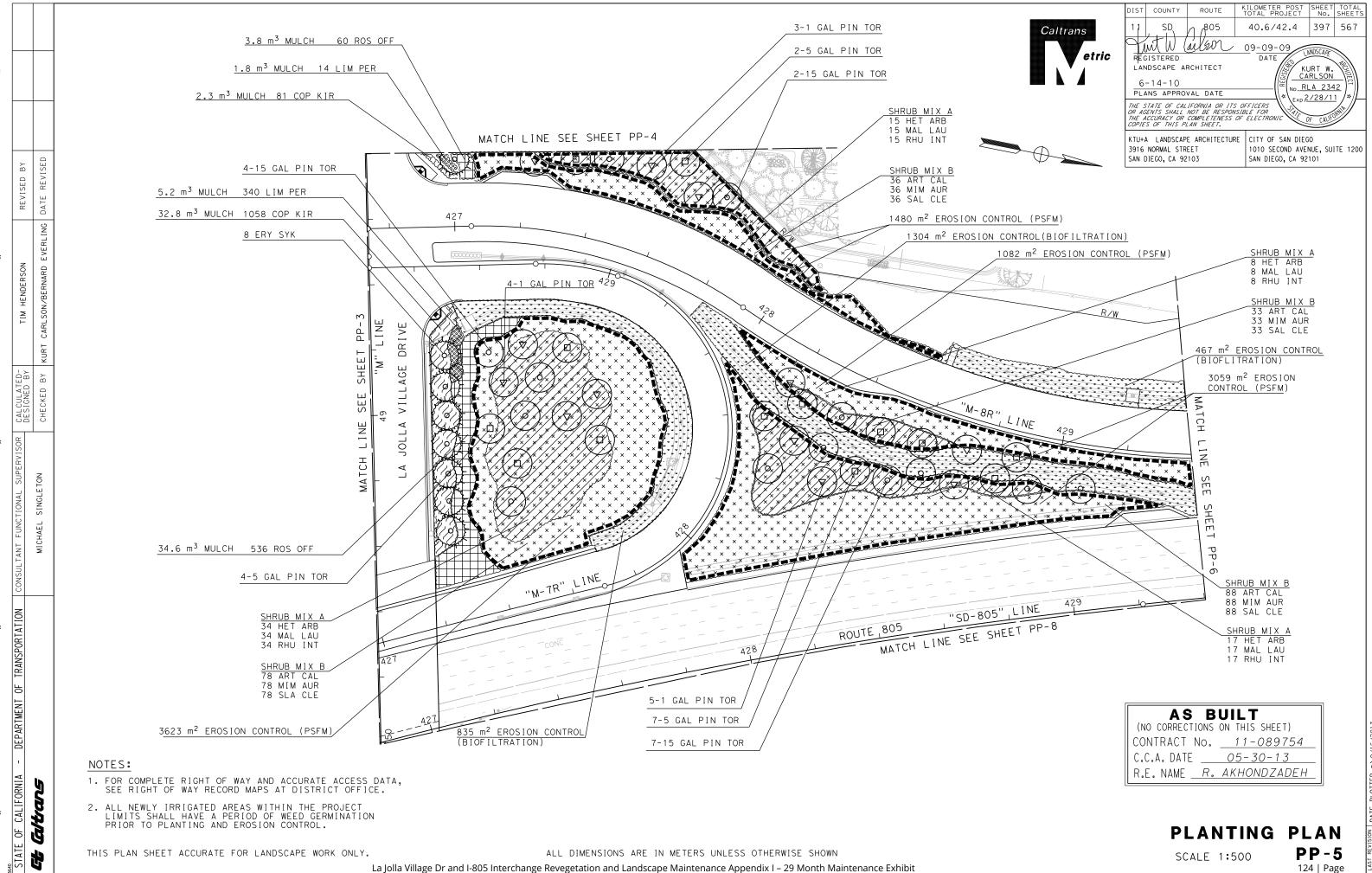
CU 11223



CU 11223 EA 089751

RELATIVE BORDER SCALE IS IN MILLIMETERS

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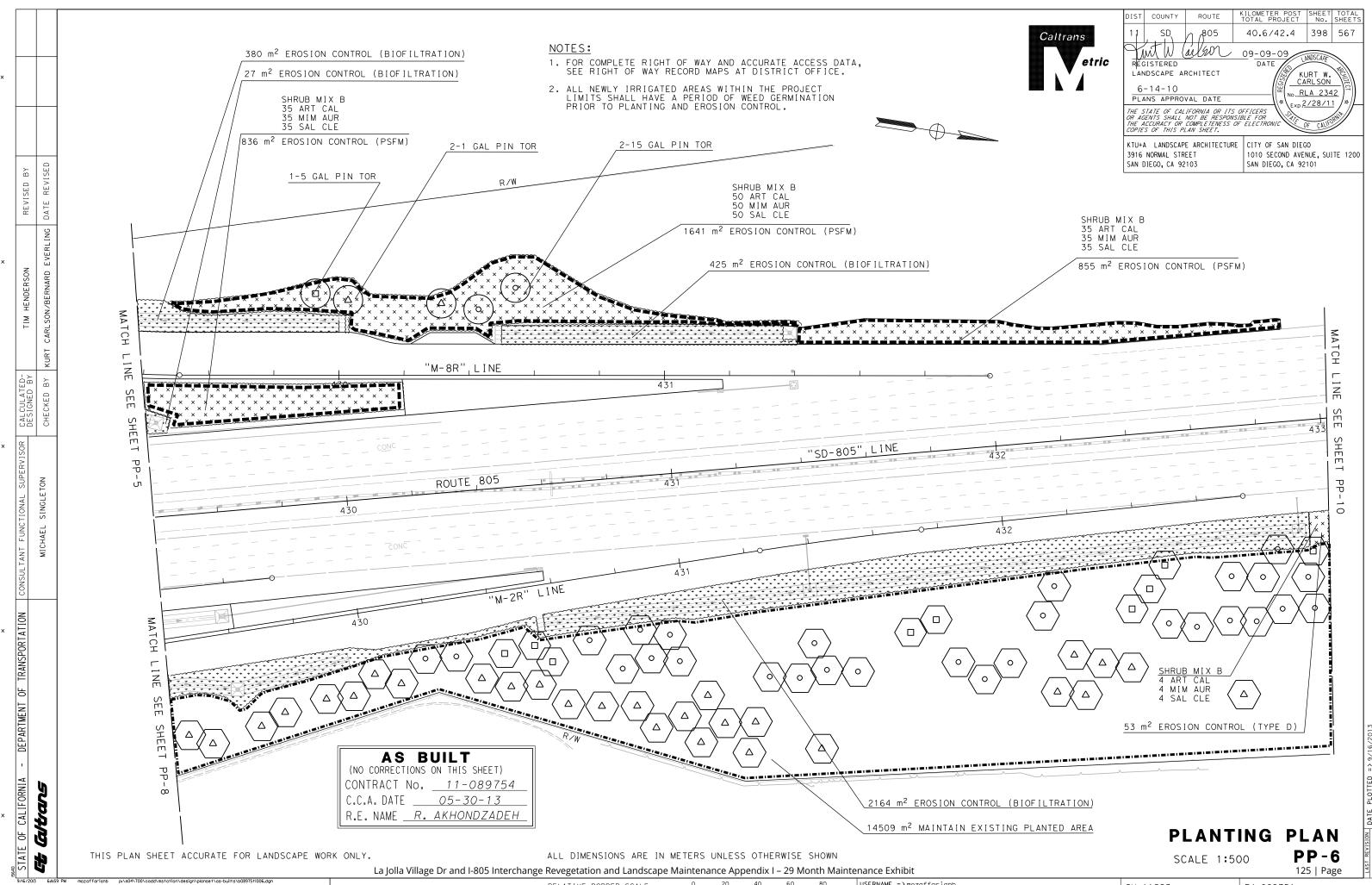


BORDER LAST REVISED 3/1/2007

CU 11223

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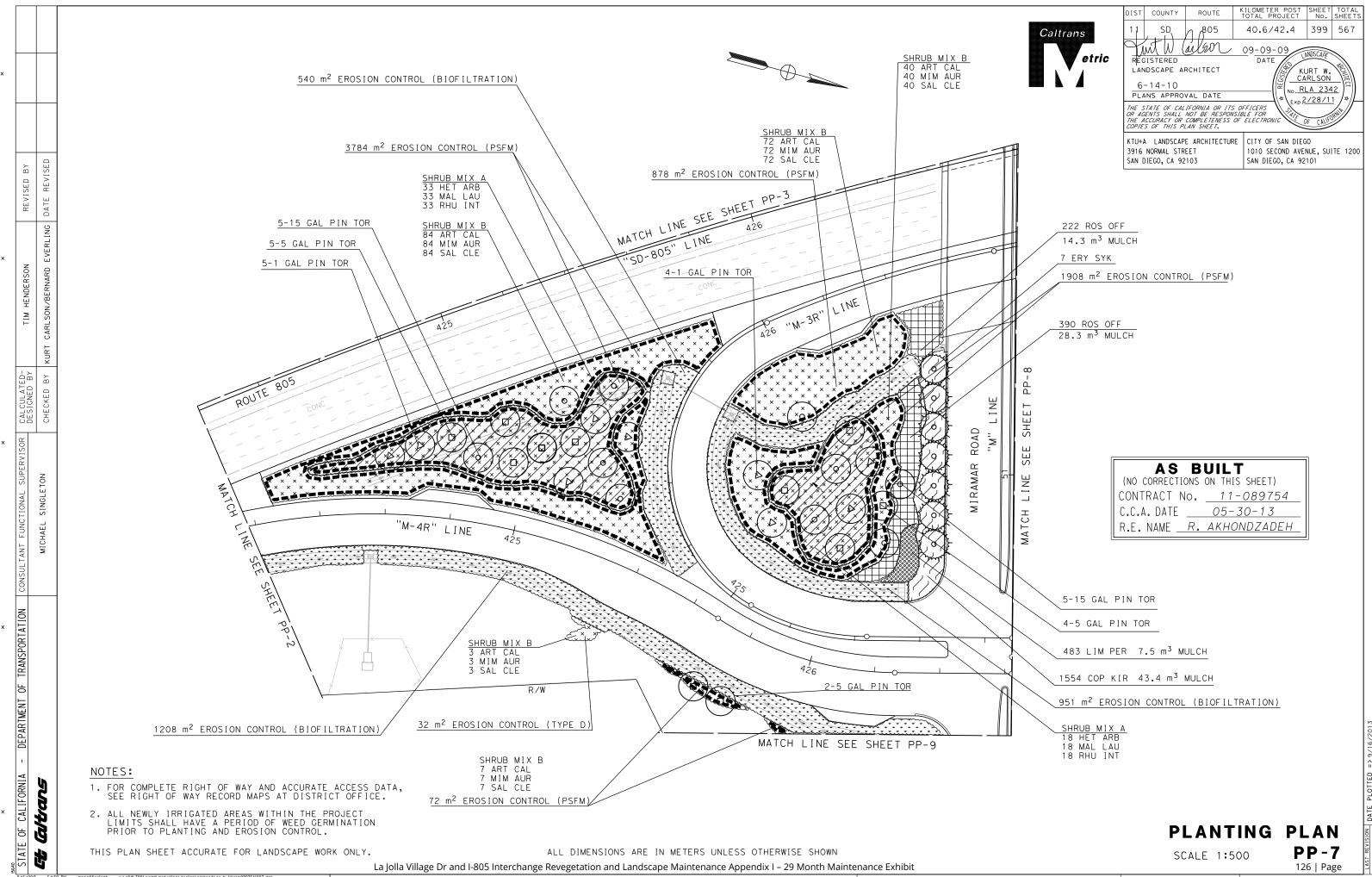


BORDER LAST REVISED 3/1/2007

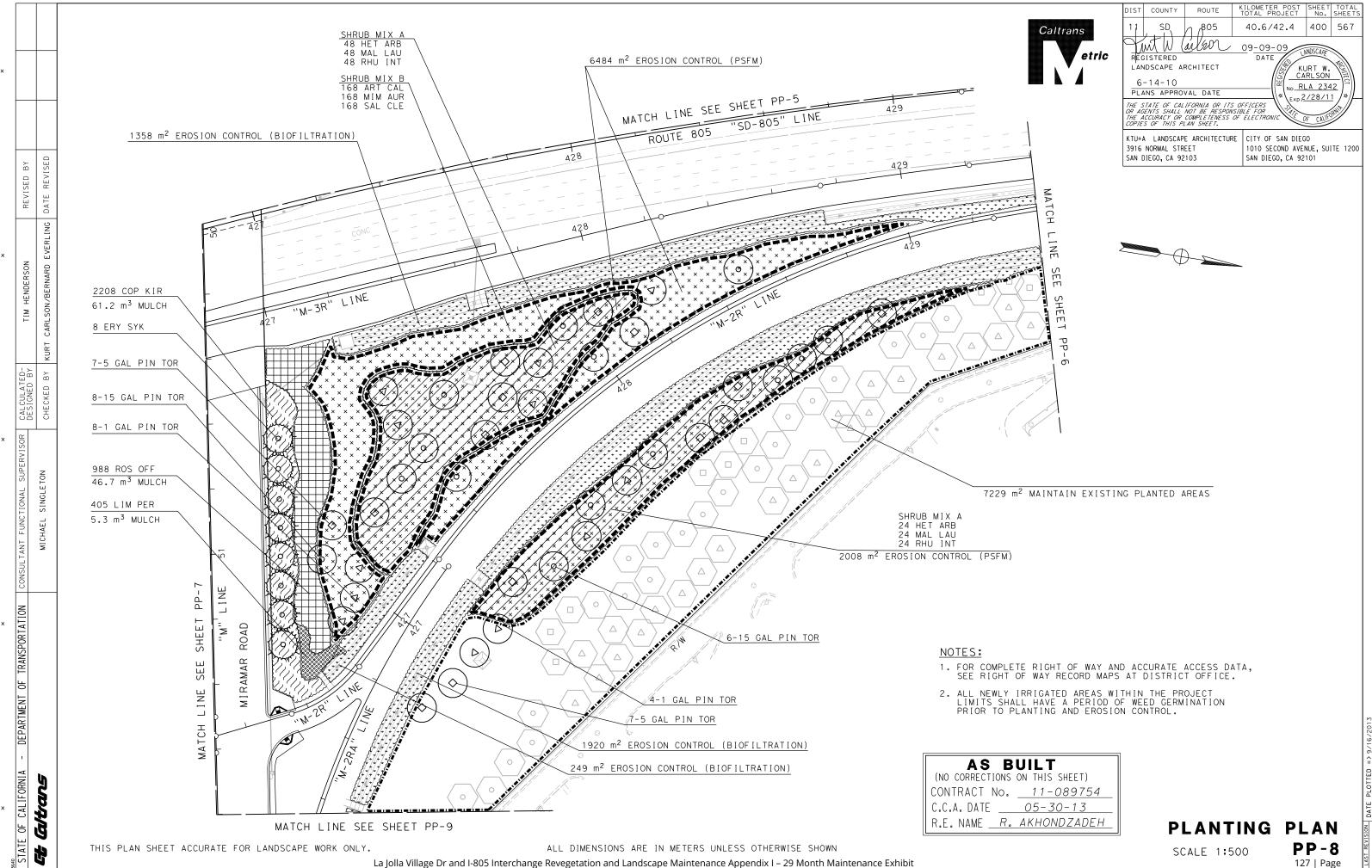
RELATIVE BORDER SCALE IS IN MILLIMETERS

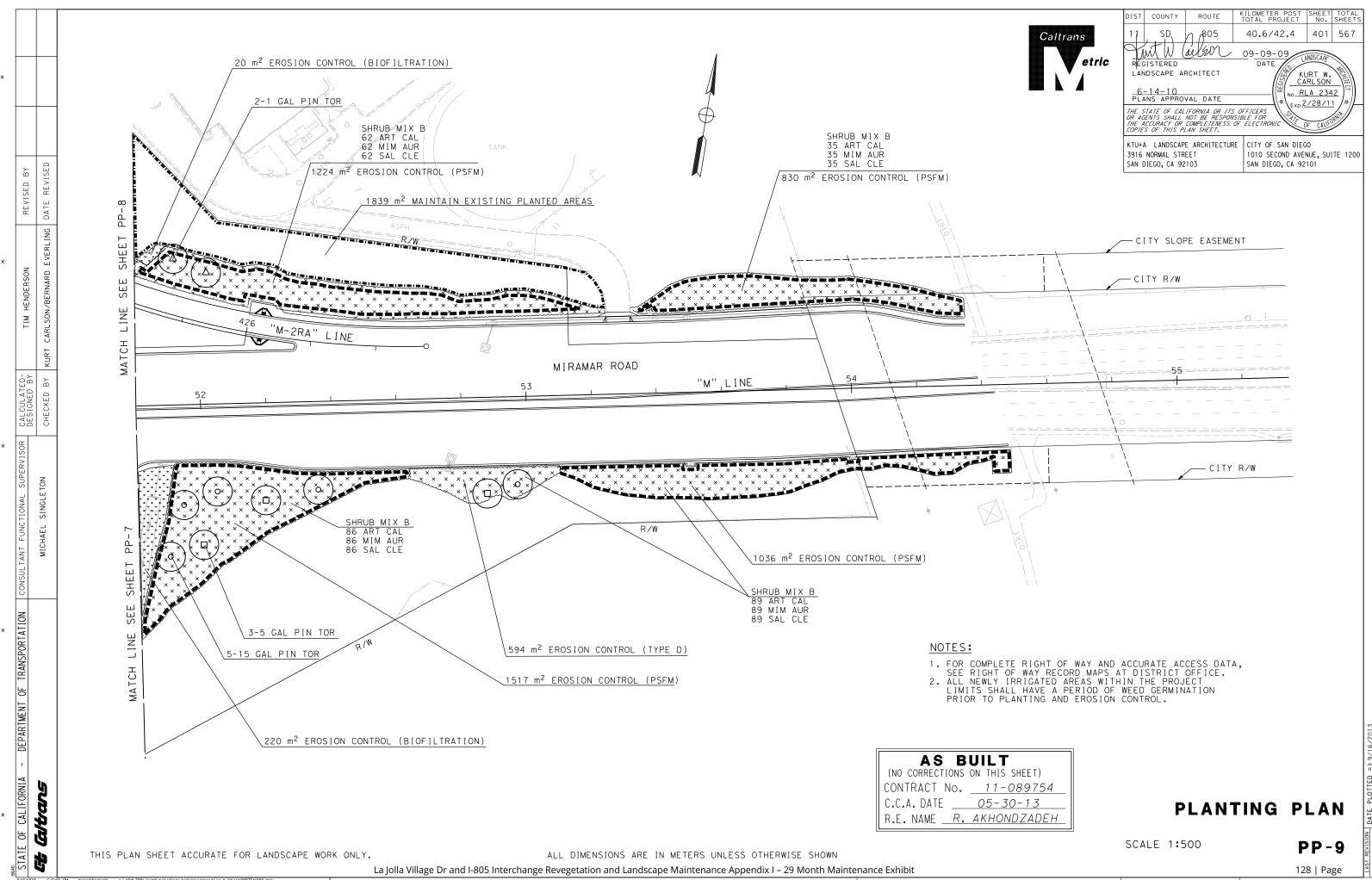
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SD, 40.6/42.4 402 567 (also 09-09-09) REGISTERED KURT W. CARLSON LANDSCAPE ARCHITECT 6-14-10 PLANS APPROVAL DATE RLA 2342 <sub>xp.2/28/11</sub> THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET. KTU+A LANDSCAPE ARCHITECTURE CITY OF SAN DIEGO

3916 NORMAL STREET SAN DIEGO, CA 92103 1010 SECOND AVENUE, SUITE 1200 SAN DIEGO, CA 92101

ROUTE 805 SHRUB MIX B 22 ART CAL 22 MIM AUR 22 SAL CLE 305 m<sup>2</sup> EROSION CONTROL (TYPE D) 2256 m<sup>2</sup> MAINTAIN EXISTING PLANTED AREAS - EASTGATE MALL OC

# **AS BUILT**

(NO CORRECTIONS ON THIS SHEET) CONTRACT No. <u>11-089754</u> C.C.A. DATE <u>05-30-13</u>

R.E. NAME <u>R. AKHONDZADEH</u>

# PLANTING PLAN

**PP-10** 

THIS PLAN SHEET ACCURATE FOR LANDSCAPE WORK ONLY.

2. ALL NEWLY IRRIGATED AREAS WITHIN THE PROJECT LIMITS SHALL HAVE A PERIOD OF WEED GERMINATION PRIOR TO PLANTING AND EROSION CONTROL.

1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance Appendix I – 29 Month Maintenance Exhibit

BORDER LAST REVISED 3/1/2007

NOTES:

BERNARD EVERLING

DEPARTMENT OF TRANSPORTATION

CALIFORNIA

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SCALE 1:500

# **APPENDIX J**

# **REVEGETATION AND EROSION CONTROL EXHIBIT**

DIST COUNTY 9 - INCLUDED W/ AREA MULCH ABBREVIATIONS: APPLICABLE WHEN CIRCLED: SD Caltrans MILLIMETER STREET TREE - (PROPOSED) MATCHING MULTI TRUNK- LOCATE 4.0 m FROM **AMEND AMENDMENT** NOT A SEPERATE PAY ITEM Tim W (N) (1) - QUANTITIES SHOWN ARE "PER PLANT" BALLED AND BURLAPPED OZ B&B OUNCE SIDEWALK OR BACK OF CURB UNLESS SHOWN AS m<sup>2</sup> APPLICATION RATES REGISTERED BOTTOM OF WALL BW Pk+ PACKET (S) LANDSCAPE ARCHITECT SUFFICIENT TO RECEIVE ROOT BALL Dia DIAMETER (1) - 2 X ROOT BALL DIAMETER PLT ESTB PLANT ESTABLISHMENT FΔ FΔCH 6-14-10 Pvmt PAVEMENT - RATES ARE FOR UNDILUTED FLUID AMOUNTS PLANS APPROVAL DATE FW FACE OF WALL QTY QUANTITY FOR APPLICATION RATES, MIX IN 5 GALLON (18.9 L) PAIL. 5 oz (147.9 mL) OF 0-28-6 5 oz (147.9 mL) OF WETTING AGENT 3 - DOES NOT APPLY TO MULCH AREAS THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET. GRAM R/W RIGHT OF WAY KILOGRAM (4) - AS SHOWN ON PLANS kg Rnd ROUND 1 tsp (4.9 mL) OF VITAMIN B-1 LITER Specs SPECIFICATIONS 5 - NOT USED MF TF R m STATE-FURNISHED SF KTU+A LANDSCAPE ARCHITECTURE (1) 5 GAL (18.9 L) PAIL WILL COVER: SQUARE METER 10) No. 1 PLANTS (OR) 3916 NORMAL STREET Tsp TEASPOON SHRUB LAYOUT m<sup>3</sup> CUBIC METER TW SEE DETAIL A (5) No. 5 PLANTS (OR) SAN DIEGO, CA 92103 TOP OF WALL (3) No. 15 PLANTS (OR) MILLILITER TRVD TRAVELED (7) - SEE STANDARD DETAIL (1) 600 mm PLANT Max MAXIMUM (13) - 4.6 kg/100 m<sup>2</sup> 8 - MULCH (100 mm DEEP) DATE PLANT LIST AND PLANTING SPECIFICATIONS NG PLANTING BACKFILL PLANTING LIMITS PLANT BASIN PLANT SYMBOL COMMON NAME |BASIN|<sub>DOLOMI</sub>TE| PLANT BOTANICAL NAME SIZE QTY 9-9-9 VITAMIN 0-28-26 WETTING SOIL PACKET MULCH SIZE ESTB MINIMUM DISTANCE (m) FROM AGENT TYPE **AMFND** GROUP No. EΑ LIME [RVD|PVm+|FENCE|WALL (12) MENT (12)(m<sup>3</sup>)Dialofet 9-9-9 (9) No.1 1666 |(11)| (2) 0.006 1 Pkt 4.45 g 2 2 COPROSMA KIRKII COPROSMA 0.09 0.045 | 0.5 mL 14.8 mL 14.8 mL (9) LIMONIUM PEREZI 316 (2) 0.09 0.045 | 0.5 mL 14.8 mL 14.8 mL 0.006 1 Pkt 4.45 q SEA LAVENDER No.1 (2) 14.8 mL 14.8 mL 3 PINUS TORREYANA TORREY PINE No.1 0.09 0.045 0.5 mL 4.45 g 0.007 9 5 6 4.5 (9)(2) 4.45 g 600 2 ROSEMARY No.1 0.09 0.045 0.5 ml 4.8 mL 14.8 mL 0.006 1 Pkt SHRUB MIX "A" WITH EROSION CONTROL: (BFM & TYPE D) (2) HETEROMELES ARBUTIFOLIA TOYON No.1 42 0.09 0.045 0.5 mL 14.8 mL 14.8 mL 1 Pkt 4.45 g 0.007 4.5 4.5 3 OSMA LAURINA |(11)|(2) 0.007 6 4.5 LAUREL SUMAC No.1 42 0.09 0.045 1 Pkt 4.45 g 14.8 mL 14.8 mL CAL RHUS INTEGRIFOLIA 2 3 3 LEMONADE BERRY No.1 42 4.5 0.09 0.045 0.5 mL 14.8 mL 1 Pkt 4.45 g 0.007 14.8 mL SHRUB MIX "B" WITH EROSION CONTROL: (BFM & TYPE D CALIFORNIA SAGEBRUSH No.1 123 (11) (2) × × × ARTEMISIA CALIFORNICA 0.09 0.045 0.5 mL 14.8 mL 1 Pkt 4.45 g 0.007 2 2 2 14.8 mL MIMULUS AURANTIACUS (2) 1 Pkt 0.007 2 2 9 × × × MONKEY FLOWER No.1 123 0.09 0.045 0.5 ml 14.8 ml 14.8 ml 4.45 g (2) × × × CLEVELAND SAGE No.1 123 0.09 0.045 14.8 mL 1 Pkt 4.45 g 0.007 2 2 SALVIA CLEVELANDII 0.5 mL 14.8 mL 10 No.5 6  $(1 \ 1)$ (2) 0.50 1.0 mL|29.6 mL 9 6 4.5 PINUS TORREYANA TORREY PINE 0.25 12.35 g 0.020 3 Pkt 11 29.6 mL 8 8 3 8 4 CUTTIN CARPOBROTUS EDULIS 2 12 HOTTENTOT FIG *[* 。 ` (11)(2) 1.81 0.199 (7) 600 mm 0.905 4.9 mL 147.9 mL 147.9 mL 4 4.5 4.5 1.3 ERYTHRINA SYKESII CORAL TREE 0.12 18 Pk+ 71.25 g Ξ PINUS TORREYANA 15 (1)(2) 49.3 ml (7)14 TORREY PINE No.15 1.54 0.77 1.6 mL 49.3 mL 9 Pkt 27.85 g 6 U 0.046 REVEGETATION AND EROSION CONTROL EXHIBIT DEPARTMENT OF TRANSPORTATION UNDERLINED PORTIONS OF BOTANICAL NAME INDICATE ABBREVIATIONS USED ON PLANTING PLANS. SYMBOL DESCRIPTION EROSION CONTROL (BIOFILTRATION) 14380 m<sup>2</sup> CONTRACTOR NOTES: EROSION CONTROL (POLYMER STABILIZED FIBER MATRIX) (PSFM) 1. THESE PLANS ARE TO BE UTILIZED AS EXHIBITS FOR THE SHRUB MIX "A" 0 \_\_\_\_\_ CONTRACTOR'S REFERENCE FOR PLANTING REPLACEMENT AND EROSION CONTROL (POLYMER STABILIZED FIBER MATRIX) (PSFM) OVERALL LANSCAPING MAINTENANCE AND MONITORING FOR THE (NO CORRECTIONS ON THIS SHEET) 0 EROSION CONTROL (TYPE D) **(**() CONTRACT No. 11-089754 П CONTRACT DURATION. SHRUB MIX "A" C.C.A. DATE \_\_\_\_ 2. QUANTITIES FOR BIO-FILTRATION SWALE AND PLANTING EROSION CONTROL (TYPE D) R.E. NAME R. AKHONDZADEH SHRUB MIX "B' CALIFORNIA PLANT SHRUBS IN A RANDOM ORDER IN GROUPS OF 3-7. SPACE PLANTS EVENLY THROUGHOUT SHRUB MIX AREA A OR B PER PLAN. REPLACEMENT ARE TO BE DETERMINED BY THE CONTRACTOR PER THIS EXHIBIT.

MAINTAIN EXISTING PLANTING AREA

**BIO-FILTRATION SWALE REPLACEMENT** 

PLANTING REPLACEMENT

PLANT LIST

05-30-13

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BORDER LAST REVISED 3/1/2007

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SHRUB LAYOUT

NOT TO SCALE

La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance Appendix J - Revegetation and Erosion Control Exhibit

AS BUILT

EA 089751

RELATIVE BORDER SCALE

40.6/42.4 09-09-09

DATE

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SAN DIEGO, CA 92101

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RLA 2342

Exp.2/28/11

1010 SECOND AVENUE, SUITE 1200

REMARKS

SHRUB

**SHRUB** 

TREE

**SHRUB** 

SHRUB MIX

SHRUB (6)

SHRUB (6)

SHRUB (6)

SHRUB MIX

SHRUB (6)

SHRUB (6)

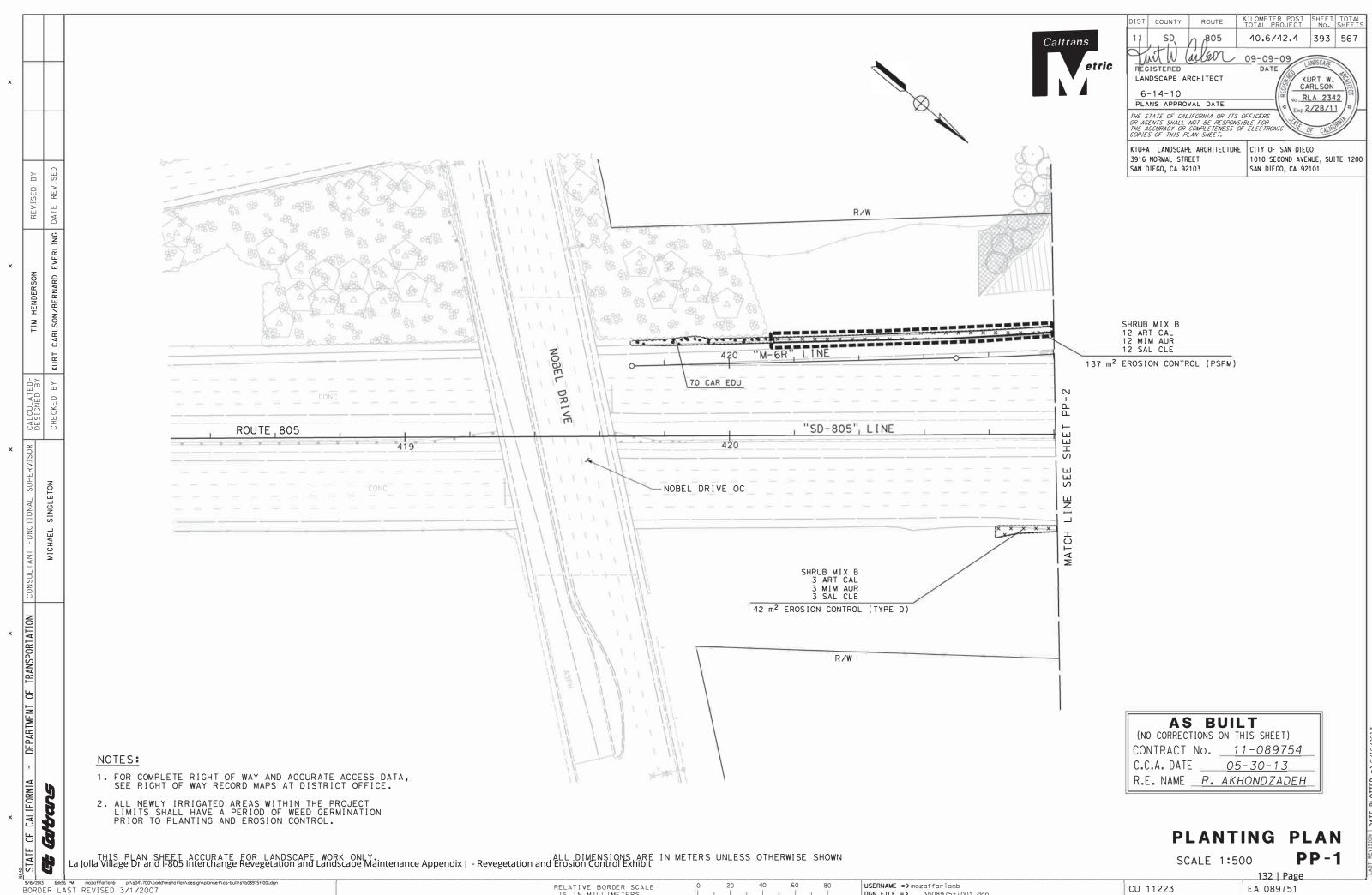
SHRUB (6)

TREE (10)

GROUND COVER

TREE

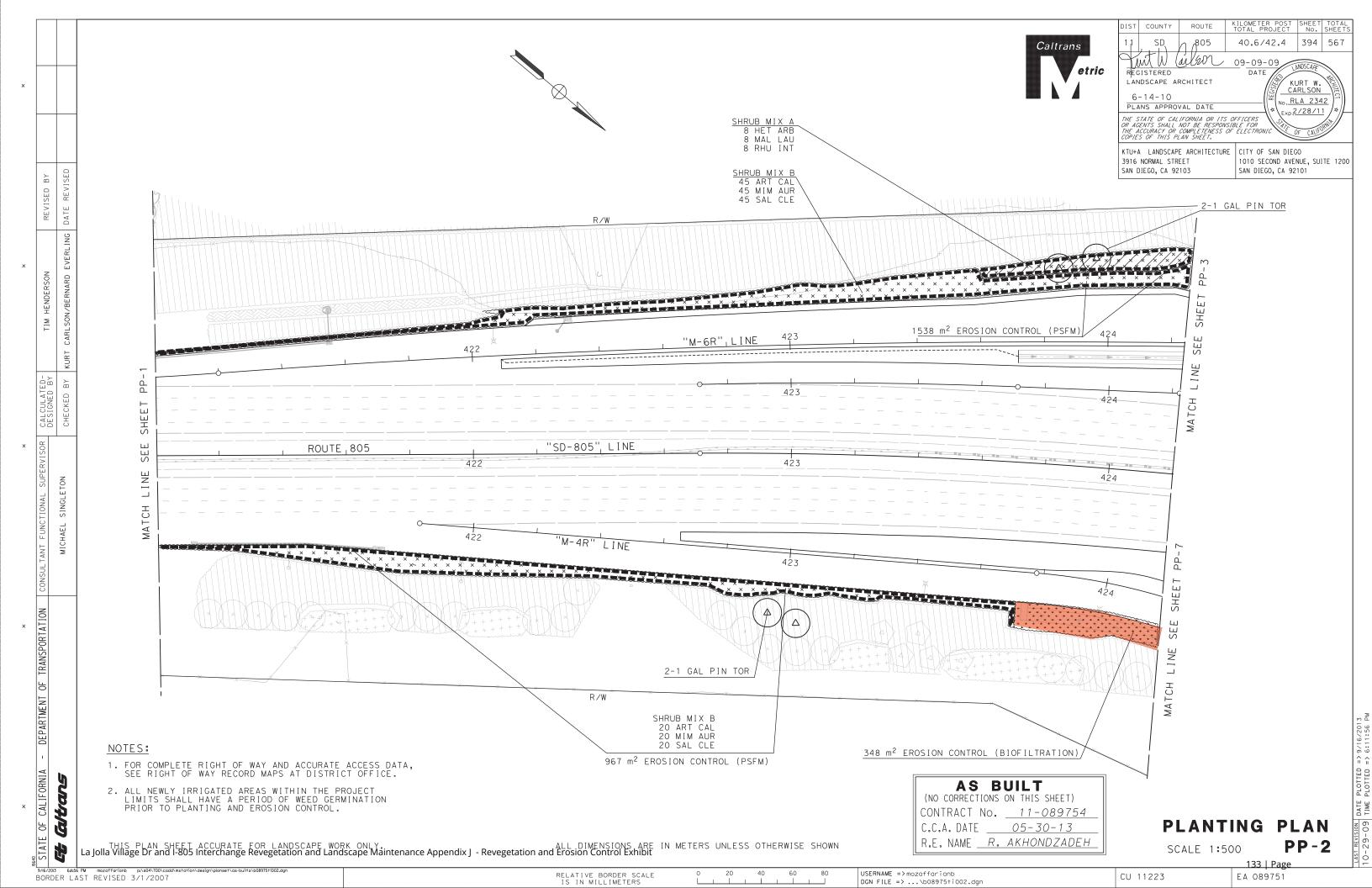
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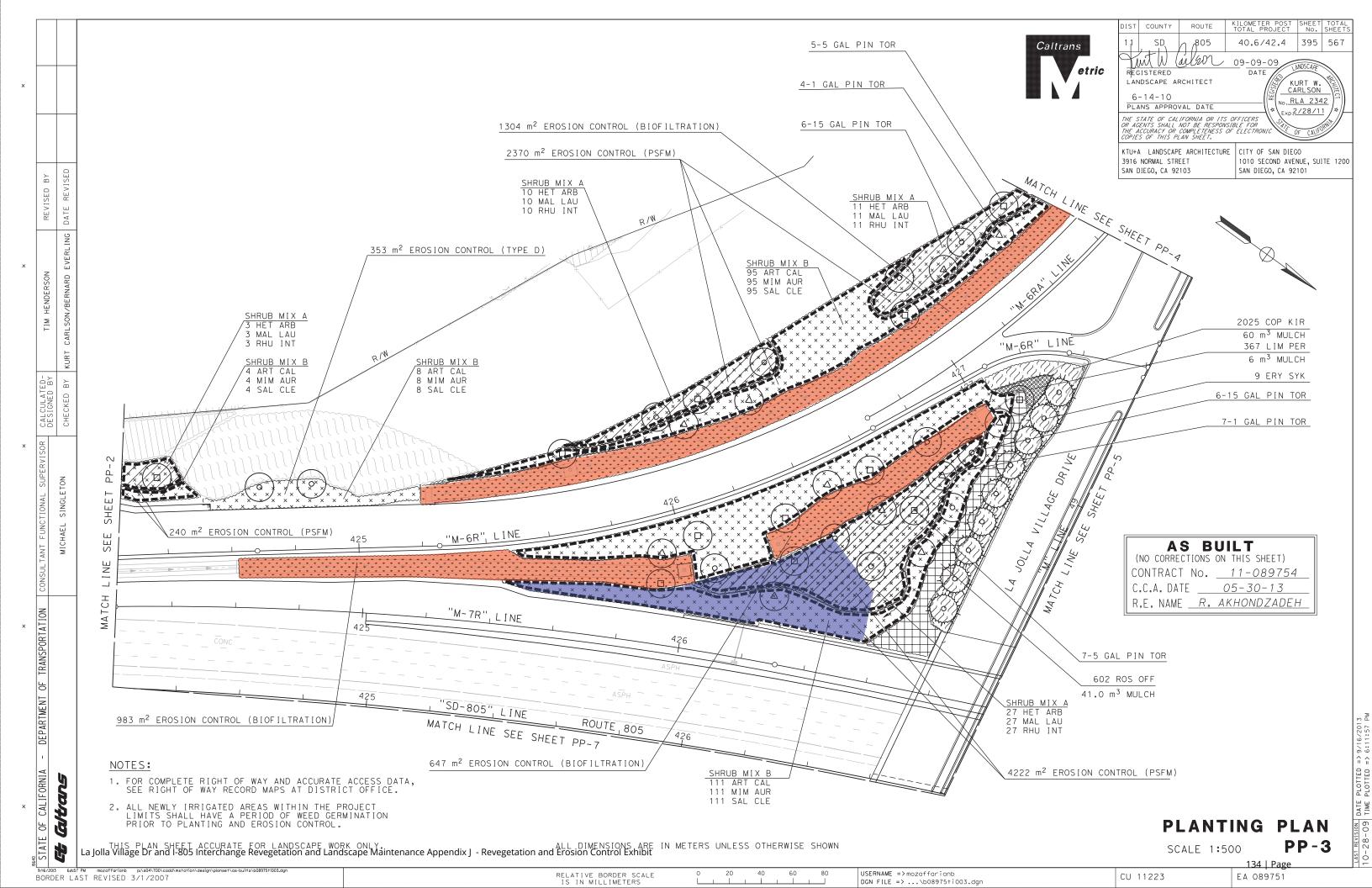


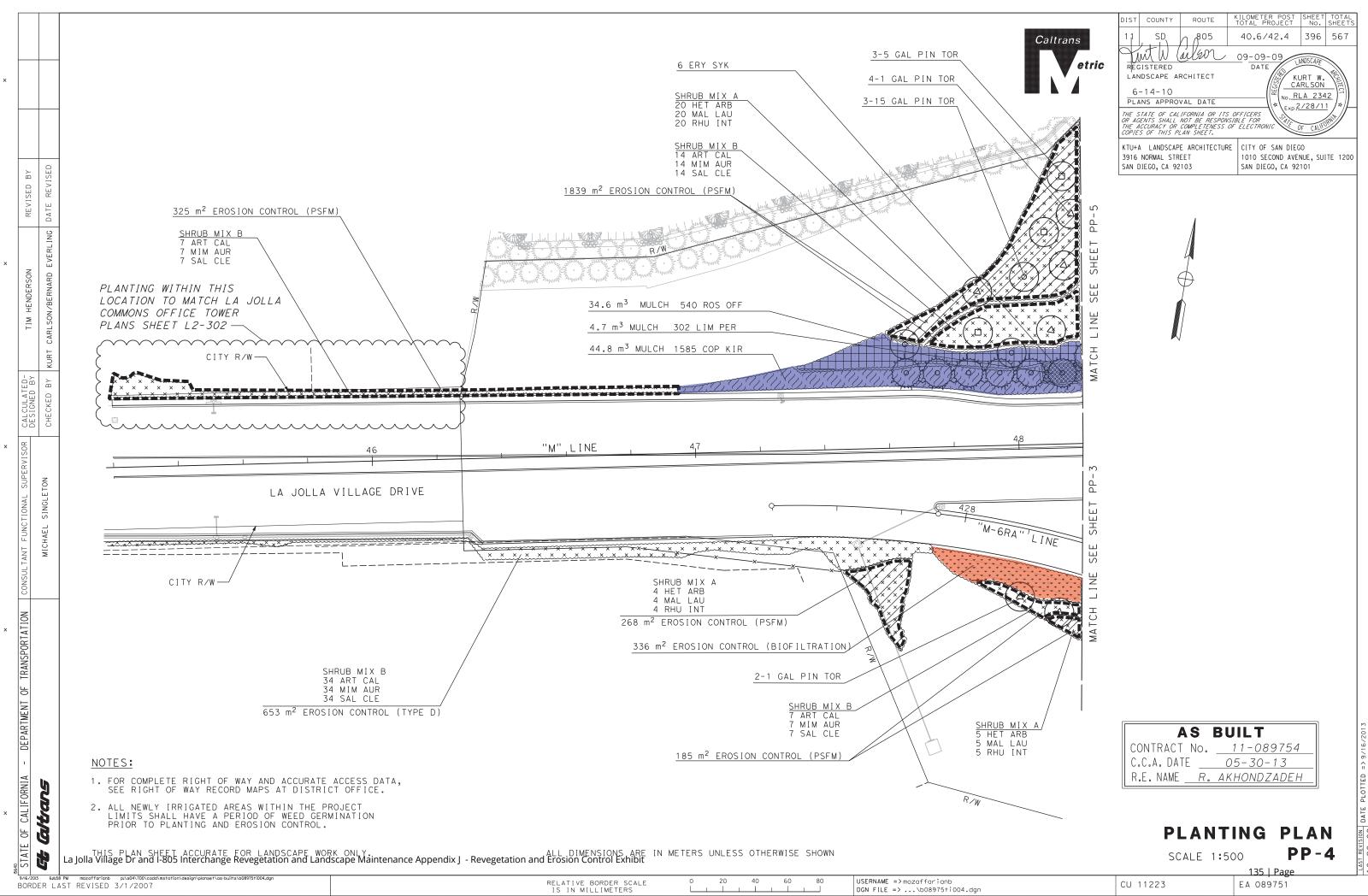
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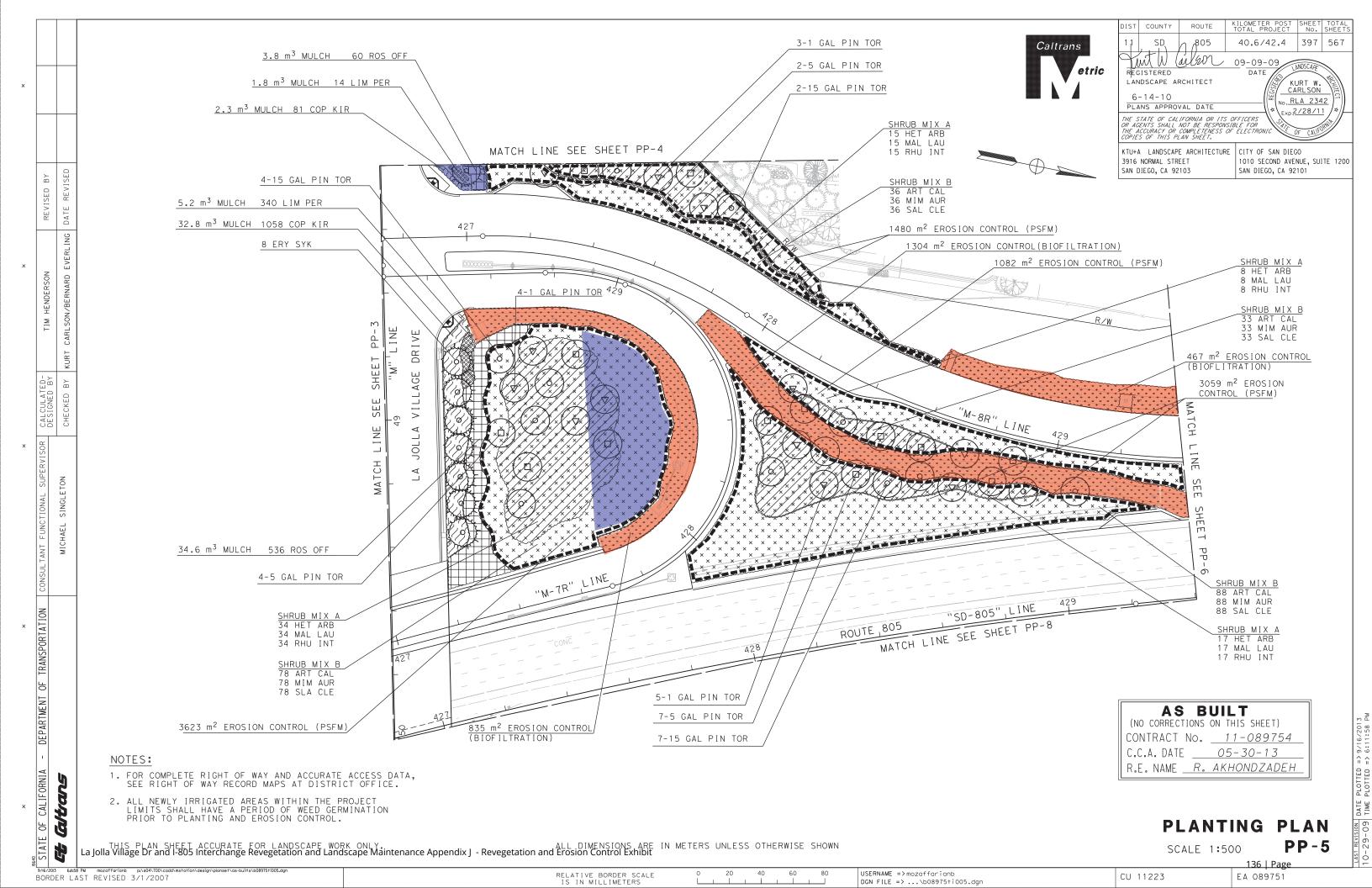


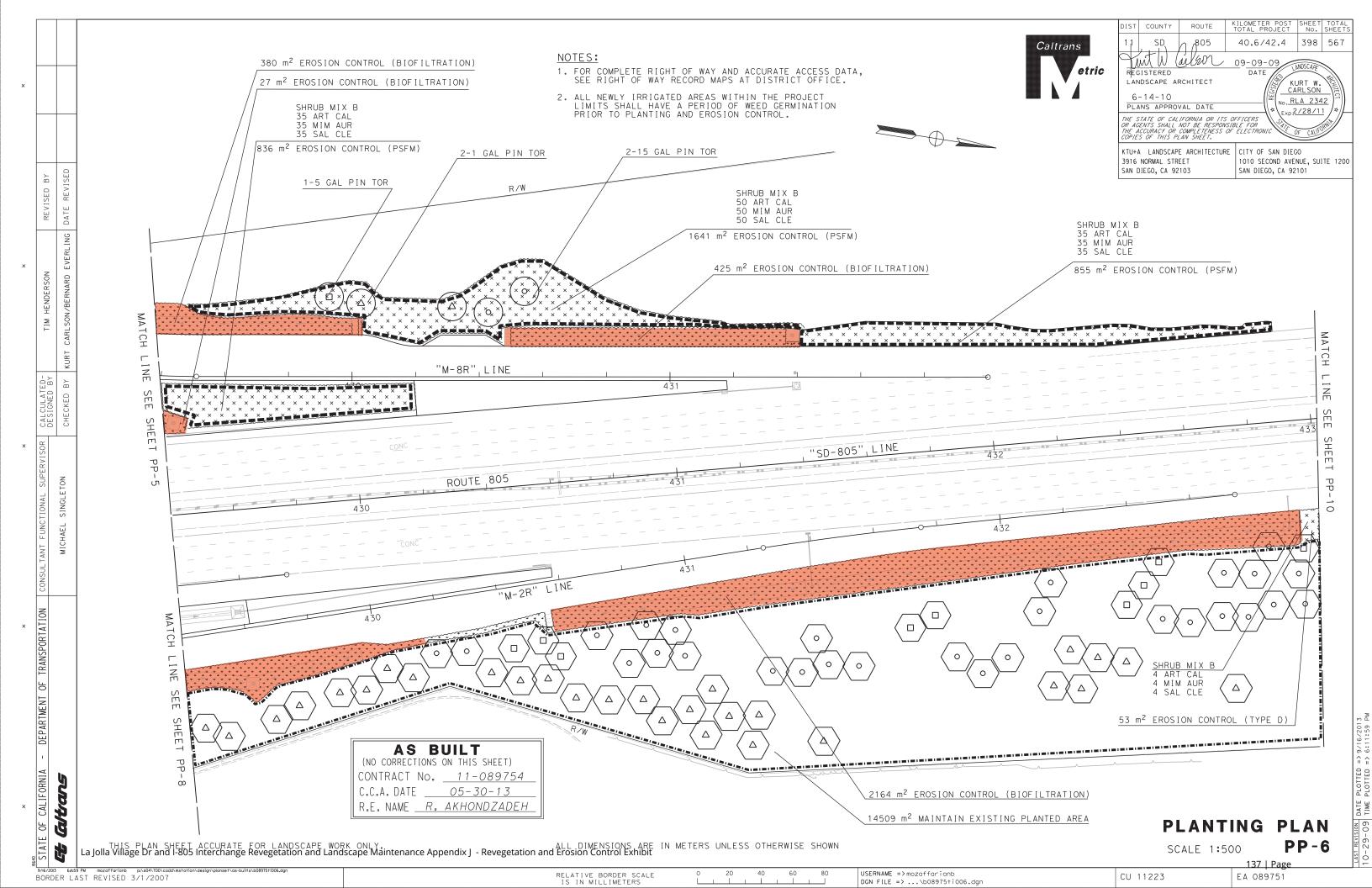


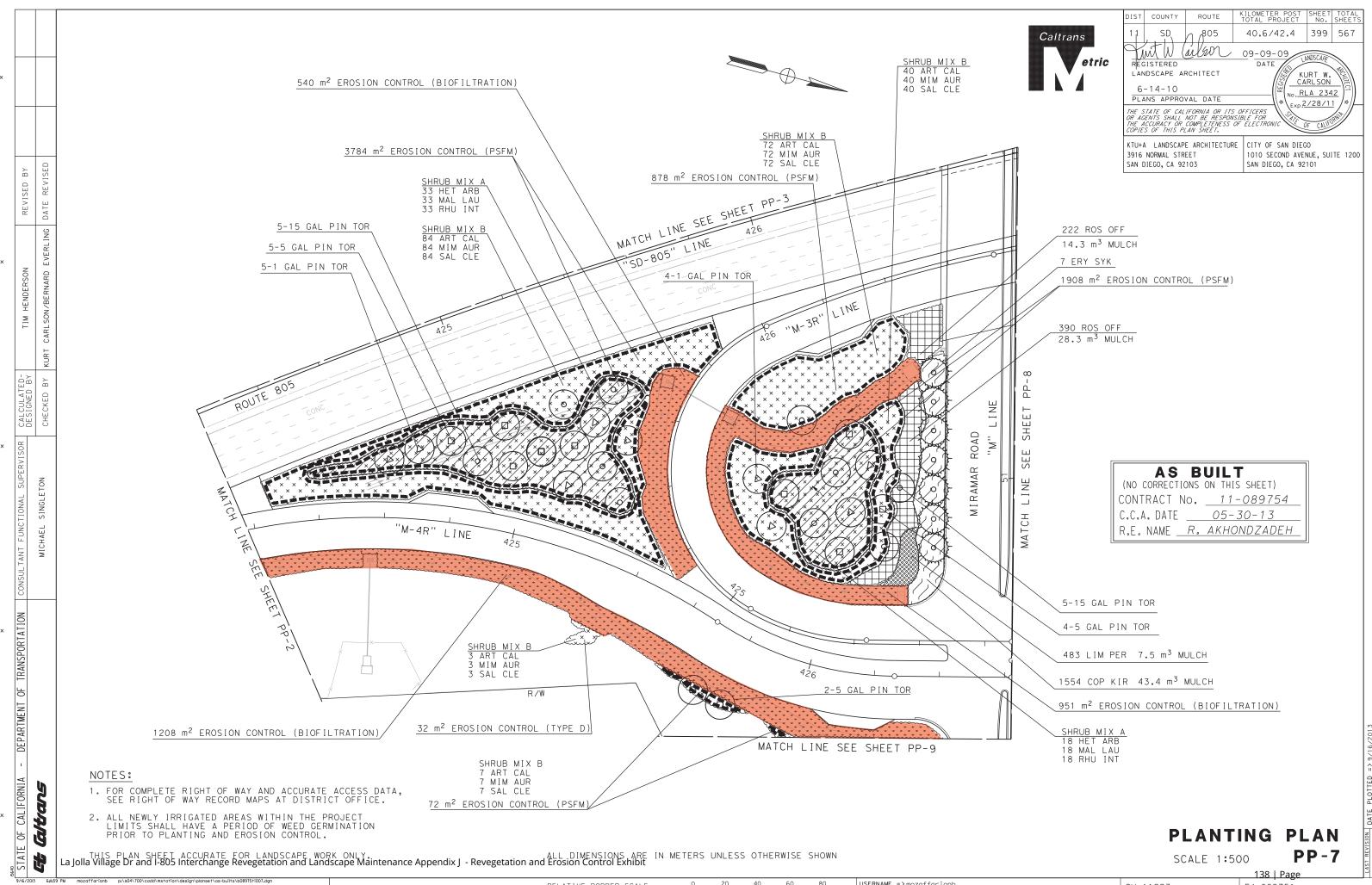


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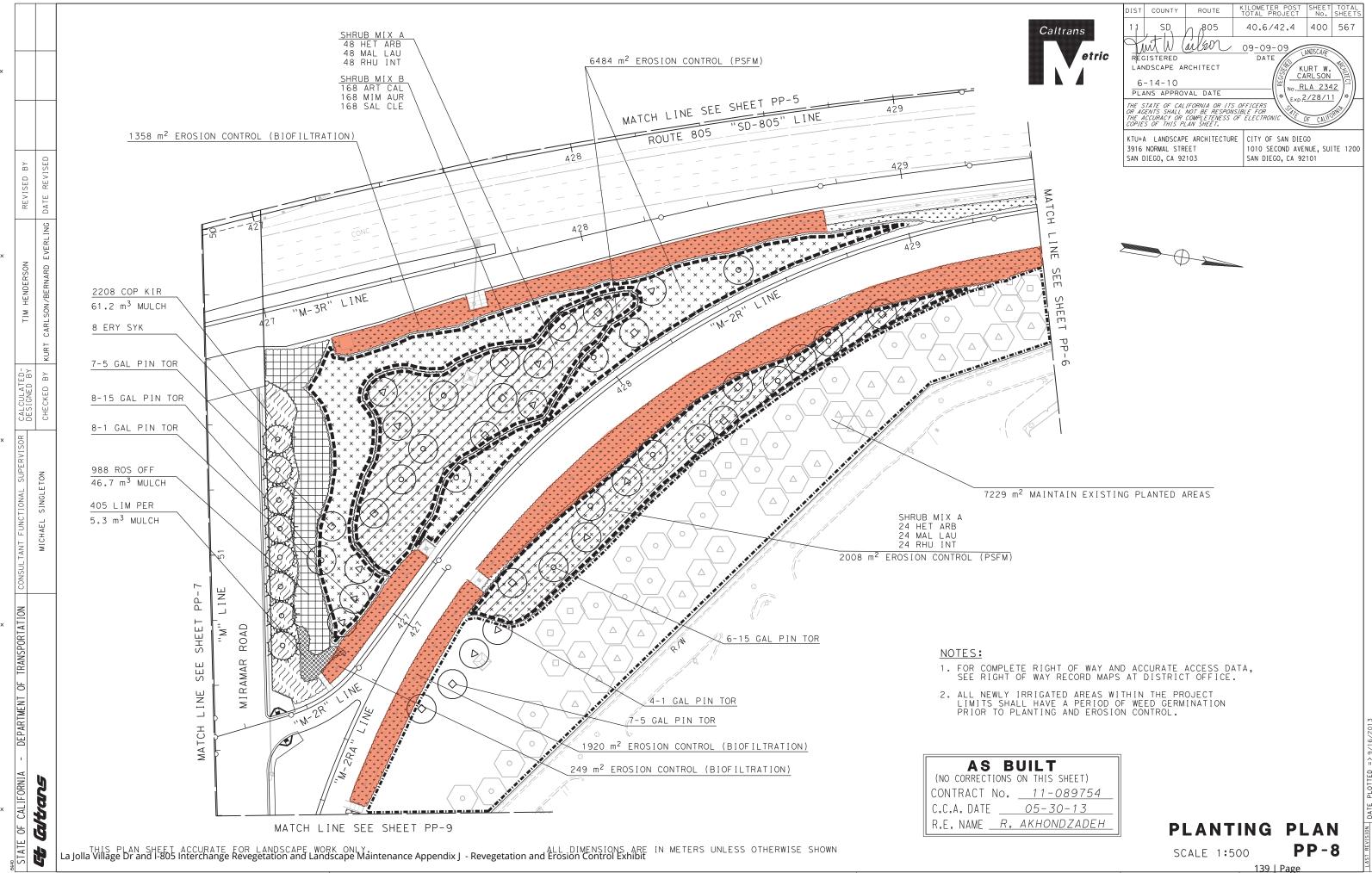


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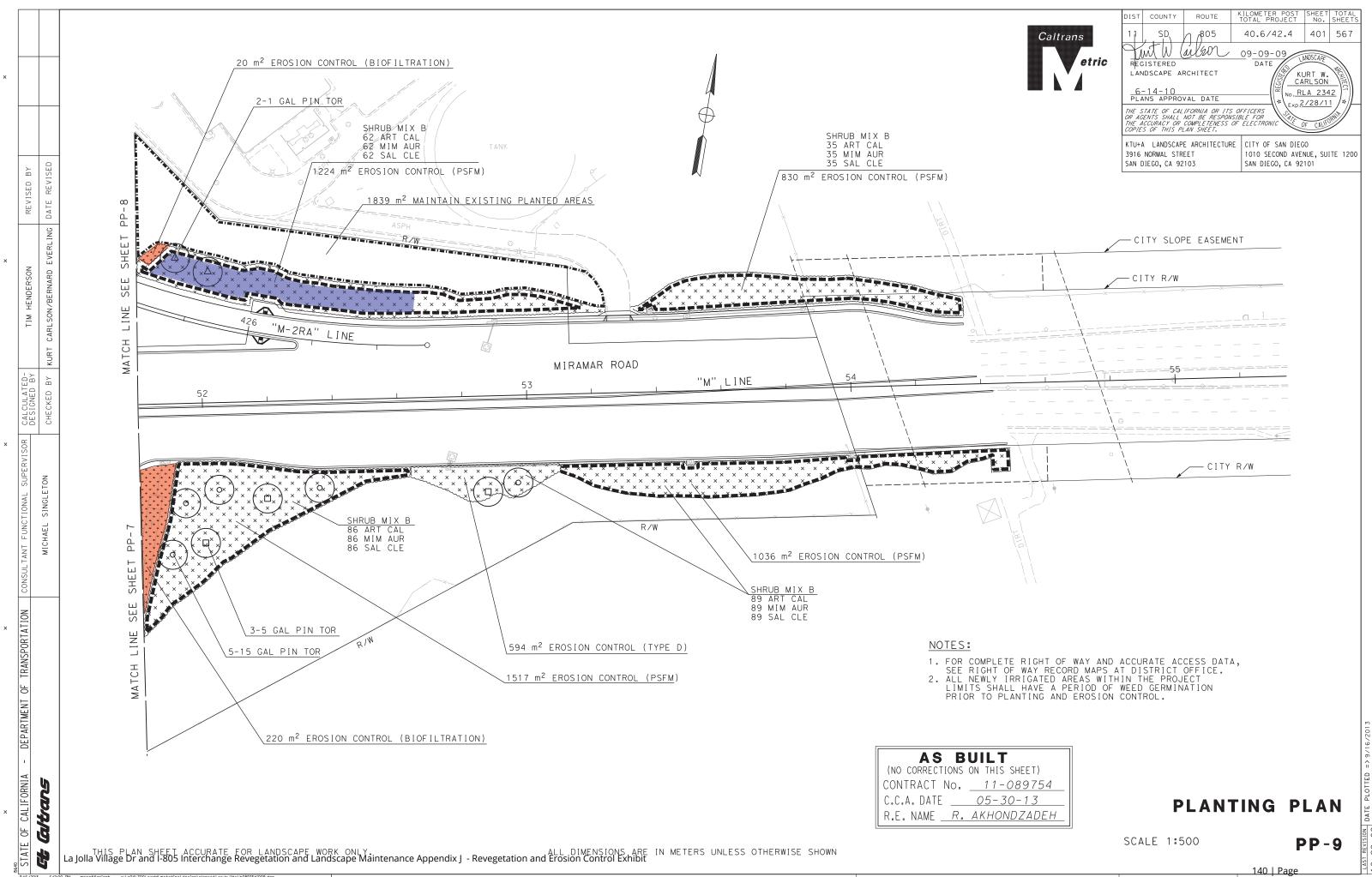
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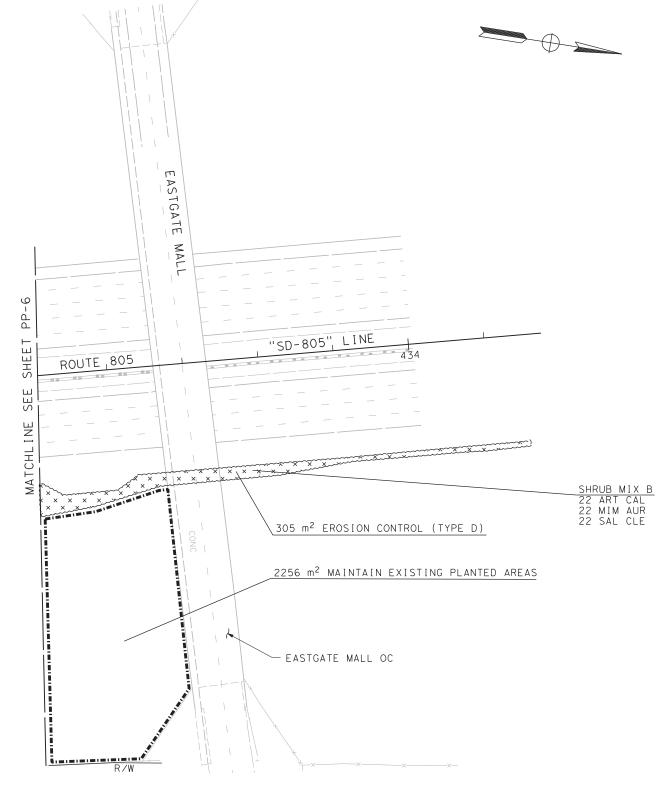
CITY OF SAN DIEGO

SAN DIEGO, CA 92101

1010 SECOND AVENUE, SUITE 1200

KTU+A LANDSCAPE ARCHITECTURE

3916 NORMAL STREET SAN DIEGO, CA 92103



# AS BUILT

(NO CORRECTIONS ON THIS SHEET) CONTRACT No. <u>11-089754</u> C.C.A. DATE <u>05-30-13</u>

R.E. NAME <u>R. AKHONDZADEH</u>

**PLANTING PLAN** 

SCALE 1:500

**PP-10** 

THIS PLAN SHEET ACCURATE FOR LANDSCAPE WORK ONLY.

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN
La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance Appendix J - Revegetation and Erosion Control Exhibit

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BORDER LAST REVISED 3/1/2007

1. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT DISTRICT OFFICE.

2. ALL NEWLY IRRIGATED AREAS WITHIN THE PROJECT LIMITS SHALL HAVE A PERIOD OF WEED GERMINATION PRIOR TO PLANTING AND EROSION CONTROL.

NOTES:

BERNARD EVERLING

DEPARTMENT OF TRANSPORTATION

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### **ATTACHMENT F**

### **RESERVED**

### **ATTACHMENT G**

### **CONTRACT AGREEMENT**

### **CONTRACT AGREEMENT**

#### **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SA	AN DIEGO, a municipal corporation, h	erein
called "City", and Habitat Restoration Sciences, Inc.	, herein c	called
"Contractor" for construction of La Jolla Village Dr and I-805 In	nterchange Revegetation and Lands	cape
Maintenance; Bid No. K-20-1892-DBB-2; in the amount of Fo	ur Hundred Thirty Eight Thousand	Sixty
Nine Dollars and Seventy Cents (\$438,069.70), which is comp	rised of the Base Bid.	

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance**, on file in the office of the Public Works Department as Document No. **S-15017**, as well as all matters referenced therein.
- 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 La Jolla Village Dr and I-805 Interchange Revegetation and Landscape Maintenance, Bid Number K-20-1892-DBB-2, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

### **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
	Mara W. Elliott, City Attorney
By Stypher Camari	By Ryan Janitez
Print Name: <u>Stephen Samara</u> Principal Contract Specialist Engineering & Capital Projects	Print Name: Ryan P. Gerrity  Deputy City Attorney
Date: 9/23/2020	Date: 9/25/2020
CONTRACTOR  By Kum DiSala	Que la companya de la companya della companya della companya de la companya della
Print Name: Kevin DiSabatino	
Title: President	
04/08/2020 Date:	
City of San Diego License No.: B2005013311	
State Contractor's License No.: #842661	
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) RE	GISTRATION NUMBER: 1000003125

### **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.

### **DRUG-FREE WORKPLACE**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

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

### **CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

.

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

### **EQUAL PAY ORDINANCE CERTIFICATION**

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

### **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 execute	DAY OF d a contract with the City of San	Diego, a municipal corporation	n, for:
<u>La Jolla Village</u>	<b>Dr and I-805 Interchange</b> (Project	_	ape Maintenance
<b>WHEREAS</b> , the specification surplus materials resulting	n said contract and identified a on of said contract requires the og from this project have been ted and all surplus materials di	Contractor to affirm that "all disposed of in a legal mann	brush, trash, debris, and
terms of said contract, the	nsideration of the final paymen e undersigned Contractor, does isposed of at the following loca	hereby affirm that all surplus	
and that they have been o	lisposed of according to all app	licable laws and regulations.	
Dated this	DAY OF		
Ву:			
Contracto	r		
ATTEST:			
State of	County of		
County and State, duly co	DAY OF, 2, before mmissioned and sworn, person	ally appeared	
known to me to be the whose name is subscribed	d thereto, and acknowledged to	Contractor named in the me that said Contractor execution	foregoing Release, and uted the said Release.
Notary Public in and for s	aid County and State		

#### LIST OF SUBCONTRACTORS

#### \*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONL Y\*\*\* SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name:							
Name:							

1	As appropriate, Bidder shall identify Subcontractor as one of	the following and sh	all include a valid proof of certification (except for OBE, SLBE and	d ELBE):
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2	As appropriate, Bidder shall indicate if Subcontractor is certif	ied by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC		
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

#### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

#### \*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY \*\*\* SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED②
Name:						
Address:						
City:						
State:						
Zip:						
Phone:						
Email:						
Name:						
Address:						
City: State:						
Zip:						
Phone:						
Email:						
As appropriate, Bidder shall identify Vendor	/Supplier as one of the fol	lowing and shall includ	e a valid proof	of certification (except	for OBE, SLBE and ELBE):	
Certified Minority Business Enterprise				siness Enterprise		WBE
Certified Disadvantaged Business Enterp				eteran Business Enterp		DVBE
Other Business Enterprise	-			ocal Business Enterpri	se	ELBE
Certified Small Local Business Enterprise			Disadvantaged	d Business		SDB
Woman-Owned Small Business			one Business		H	JBZone
Service-Disabled Veteran Owned Small B	usiness SL	OVOSB				
② As appropriate, Bidder shall indicate if Vend	lor/Supplier is certified by:					

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

City of Los Angeles

CITY

CA

CPUC

CADoGS

State of California Department of Transportation

U.S. Small Business Administration

State of California's Department of General Services

City of San Diego

State of California

California Public Utilities Commission

**CALTRANS** 

LA

SBA

### **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.

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. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
- D. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)
- E. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)

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

### **BID BOND**

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

### 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 March 19, 2020 before me, _	Minna Huovila, Notary Public (insert name and title of the officer)
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	ne laws of the State of California that the foregoing
WITNESS my hand and official seal. Signature	MINNA HUOVILA COMM. #2313883 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires DECEMBER 6, 2023

### POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and

JOHN R. QUALIN, KYLE KING, TARA BACON, DALE HARSHAW, MINNA HUOVILA, 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 indermity 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, 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, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December 2018

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

On this 31st day of December, 2018 , 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 HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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.

Shirelle A. Outley a Notary Public of New Jersey V

My Commission Expires April 4, 2023

#### CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE 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 on this day, 3/19/2020

### **ACKNOWLEDGMENT**

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

validity of that document.
State of California County of San Diego )
On March 25, 2020 before me, Pussell Berson, Public Notary (insert name and title of the officer)
personally appeared Rusert Kyle Matthews
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.  RUSSELL BENSON Notary Public - California San Diego County Commission # 2179949
Signature (Seal)

### 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.

### 

DATE OF CLAIM	Location	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
01/10/17	Vista	Disability discrimination	N	Closed	Investigation and training
7/27/18	Vista	Age discrimination, gender discrimination and retaliation.	Y	Settled	Settlement payment and training

Contractor Nam	e:Habitat Restoration Sciences, Inc.	
Certified By	Andrea Grubbs	TitleTritle
,	Name	Date

**USE ADDITIONAL FORMS AS NECESSARY** 

### **Mandatory Disclosure of Business Interests Form**

### **BIDDER/PROPOSER INFORMATION**

Legal Name		DBA	
Habitat Restoration Sciences, Inc.			
Street Address	City	State	Zip
1217 Distribution Way	Vista	CA	92081
Contact Person, Title		Phone	Fax
Kyle Matthews, Vice Pre	esident	760-479-4210	760-479-4190

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

- \* The precise nature of the interest includes:
  - the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction.
  - the value of any financial interest in the transaction,
  - any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
  - any philanthropic, scientific, artistic, or property interest in the transaction.
- \*\* Directly or indirectly involved means pursuing the transaction by:
  - communicating or negotiating with City officers or employees,
  - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position	
Kevin DiSabatino	President	
City and State of Residence	Employer (if different than Bidder/Proposer)	
Vista, CA		
Interest in the transaction		
No interest		

Name	Title/Position
Kyle Matthews	Vice President - Project Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
Vista, CA	
Interest in the transaction	
No interest	

### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Kevin DiSabatino, President	Kun Oisabalas	3/31/2020	
Print Name, Title	Signature	Date	

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

### **Mandatory Disclosure of Business Interests Form**

### **BIDDER/PROPOSER INFORMATION**

Legal Name		DBA	
Habitat Restora	tion Sciences, Inc.		
Street Address	City	State	Zip
1217 Distibution	n Way, Vista	CA	92081
Contact Person, Title		Phone	Fax
Kyle Matthews, V	ice President	760-479-4210	760-479-4190

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

- \* The precise nature of the interest includes:
  - the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction.
  - the value of any financial interest in the transaction,
  - any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
  - any philanthropic, scientific, artistic, or property interest in the transaction.
- \*\* Directly or indirectly involved means pursuing the transaction by:
  - communicating or negotiating with City officers or employees,
  - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Pete Trotta	Corporate Officer/Project Supervisor
City and State of Residence	Employer (if different than Bidder/Proposer)
Vista, CA	
Interest in the transaction	
no interest	

Name	Title/Position
Ryan Sresovich	Assistant Supervisor
City and State of Residence	Employer (if different than Bidder/Proposer)
Vista, CA	
Interest in the transaction	
no interest	

### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Kevin DiSabatino, President	Kun Oisabalin	3/31/2020	
Print Name, Title	Signature	Date	

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

### **Mandatory Disclosure of Business Interests Form**

### **BIDDER/PROPOSER INFORMATION**

Le	gal Name	Γ	DBA
Habitat Restora	ition Sciences, Inc.		
Street Address	City	State	Zip
1217 Distibution	n Way, Vista	CA	92081
Contact Person, Title		Phone	Fax
Kyle Matthews, V	ice President	760-479-4210	760-479-4190

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103).

- \* The precise nature of the interest includes:
  - the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction.
  - the value of any financial interest in the transaction,
  - any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
  - any philanthropic, scientific, artistic, or property interest in the transaction.
- \*\* Directly or indirectly involved means pursuing the transaction by:
  - communicating or negotiating with City officers or employees,
  - submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
  - directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Eddie Rosas	Foreman
City and State of Residence	Employer (if different than Bidder/Proposer)
Vista, CA	
Interest in the transaction	
no interest	

Name	Title/Position
Moises Ambriz	Foreman
City and State of Residence	Employer (if different than Bidder/Proposer)
Vista, CA	
Interest in the transaction	
no interest	

### \* Use Additional Pages if Necessary \*

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Kevin DiSabatino, President	Kun Disabata	3/31/2020	
Print Name, Title	Signature	Date	

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

#### **DEBARMENT AND SUSPENSION CERTIFICATION**

#### PRIME CONTRACTOR

### FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

#### **EFFECT OF DEBARMENT OR SUSPENSION**

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders* and contractors who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

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

NAME	TITLE			
Kevin DiSabatino	President			
Kyle Matthews	Vice President			
Chris Moore	CFO			
Cindy Thompson	Secretary			

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

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Habitat Restoration Sciences, Inc.

Certified By Kevin DiSabatino Title President

Name

Date 3/31/2020

**NOTE**: Providing false information may result in criminal prosecution or administrative sanctions.

Signature

### **DEBARMENT AND SUSPENSION CERTIFICATION**

### SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS \*TO BE COMPLETED BY BIDDER\*

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers. Please indicate if principal owner is serving in the capacity of **subcontractor**, **supplier**, and/or **manufacturer**: SUPPLIER SUBCONTRACTOR X MANUFACTURER NAME TITLE Owner Su Kraus - Moosa Creek Nursery SUBCONTRACTOR X **SUPPLIER** MANUFACTURER NAME TITLE Kent Garner - Imperial Sprinkler Supply Sales Representative (Dolores and Gabriel Moriel) (owners) SUBCONTRACTOR **SUPPLIER** MANUFACTURER NAME TITLE **SUPPLIER** SUBCONTRACTOR MANUFACTURER NAME TITLE Habitat Restoration Sciences, Inc. Contractor Name: Kevin DiSabatino President Title Certified By Name 3/31/2020 Signature

\*USE ADDITIONAL FORMS AS NECESSARY\*

# SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	
Name:					
Address:					
City:	N/A				
State:	1 1/11				
Zip:					
Phone:					
Email:					
Name:					
Address:					
City:					
State: Zip:					
Phone:					
Email:					
Name:					
Address:					
City:					
State:					
Zip: Phone:					
Email:					
Address:					
City:					
State:					
Zip:					
Phone:					
Email:					

\*\* USE ADDITIONAL FORMS AS NECESSARY \*\*

# City of San Diego

CITY CONTACT: Taylor Cox, Contract Specialist, Email: TJCox@sandiego.gov Phone No. (619) 533-3033

### **ADDENDUM A**





### **FOR**

# LA JOLLA VILLAGE DR AND I-805 INTERCHANGE REVEGETATION AND LANDSCAPE MAINTENANCE

BID NO.:	K-20-1892-DBB-2
SAP NO. (WBS/IO/CC):	S-15017
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	1
PROJECT TYPE:	ID

### **BID DUE DATE:**

2:00 PM APRIL 1, 2020

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

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

### 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.

### A. BIDDER'S QUESTIONS

- Q1. What are the working hours of the subject project? Will it be night hours since we are working in the Caltrans ROW? or can it be 7 am to 3:30 pm since we are working on landscaping only?
- A1. Working hours are from 8:00 am to 3:00 pm, as stated in the Caltrans Encroachment Permit.
- Q2. Section 2-2.2 requires the Contractor to pull the "Double" permit from Caltrans. Can the city provide bidders with a Copy of the Caltrans Permit that we will "double" permit it?
- A2. Yes. This has been attached to the Addendum.
- Q3. Special provisions section 1-2 State that "Normal Working Hours are 8am to 3pm" can The City please clarify this is correct? Would it be possible for crews to be allowed a full 8 hours onsite during the working day?
- A3. Working hours are from 8:00 am to 3:00 pm, as stated in the Caltrans Encroachment Permit.
- Q4. Special provisions section 3-12.1 mention the requirements for Street Sweeping services. Can The City please confirm this is required for the duration of the project? If so can you provide guidance on which bid item to include this cost in?
- A4. Streep sweeping services are required for the duration of the project. Street sweeping is covered under the Contract Price as stated in the Special Provisions Section 7-3.1
- Q5. Can The City please confirm who is responsible for the cost of water throughout the project?
- A5. Since the water meters are in Caltrans ROW, Caltrans will be responsible for the cost of the water.

- Q6. Can the city please provide guidance on frequency and required fertilizers required for maintenance of planted areas?
- A6. See section 802-5.1 Maintenance Service Frequencies.
- Q7. Can the City please provide more specification on the planting backfill 0-28-26, soil amendment and packet called out on the revegetation and erosion control exhibit As-built dated 5-20-13?
- A7. See number 12 in the "Applicable when Circled" section on the cover sheet of Exhibit A for specification on the planting and backfill 0-28-26.

### B. SUPPLEMENTARY SPECIAL PROVISIONS

1. To the Supplementary Special Provisions, Appendices, **ADD** Appendix K, Encroachment Permit with pages 4 through 13 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated: *March 26, 2020* 

San Diego, California

JN/RWB/lir

### **APPENDIX K**

### **ENCROACHMENT PERMIT**

TR-01/20 (REV. 6/2000)		Permit No. 11-15-NLM-0287							
In comi	pliance with (Check or	ne):		Dist/Co/Rte	e/РМ <b>11-SD-80</b>	E/2E 49 1	DE 34		
	Your application of	APRIL 23, 201	5		71-50-00	3/23.40 <b>-</b> 2	20.34		
$\bowtie$	Tour application of	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Date					
Utility Notice No.		of			MAY 21, 2015				
L	•			Fee Paid		Deposit			
	Agreement No.	of		\$	EXEMP ce Bond Amount (1		EXEMPT  nt Bond Amount (2)		
		•		\$	N/	´   `	N/A		
	R/W Contract No.	of		Φ Bond Com		ΤΨ	1071		
						N/A	(2)		
				Bond Num	ber (1) <b>N/A</b>	Bondin	umber (2) <b>N/A</b>		
	<u> </u>		-						
TO:	CITY OF SAN D 525 B STREET, SAN DIEGO, CA	SUITE 750							
	ATTN: JEFF   PHONE: (619)	MANCHESTER 533-4661	,	PERMIT	TEE				
And	subject to the following	ng, PERMISSION IS HEREBY GRANT	ED to:						
The Work	State's Inspector shall cing hours shall be 8.00 ehicles or equipment solutions, during the working th	angela.vasconcellos@dot.ca.gov. be notified seven working days prior to 0 A.M. and 3.00 P.M., Monday through shall be parked within the highway righ g hours specified herein.	n Friday and as directed o	cept for tho	se vehicles or th	at equipme	ent actually engaged i		
TH	PERMIT IS NOT A PI	ROPERTY RIGHT AND DOES NOT T	RANSFER WITH THE PRO	OPERTY TO	O A NEW OWNE	R	ttoo will be billed		
Th	following attachments	are also included as part of this permit (	'Check applicable):		actual costs for:	e, the perm	ttee will be billed		
$\boxtimes$	Yes 🔲 No	General Provisions			Yes 2	⊴ No	Review		
	Yes 🔀 No	Utility Maintenance Provisions		ļ	Yes 2	∐ No	Inspection		
	Yes No	Special Provisions			Yes 2	∐ No	Field Work		
	Yes 🔀 No	A Cal-OSHA permit, if required: Per As-Built Plans Submittal Route Slip		locts	(If any	Caltrans eff	ort expended)		
Ų	Yes X No	Water Pollution Control Plan	or Locally Advertised FTO	196018	(ii diriy	San and on	on one on the sy		
<u>_L</u> M	Yes 🔀 No	The information in the environmenta	al documentation has beer	n reviewed a	and is considere	d prior to ap	pproval of this permit.		
		he work is complete before		JUNE	30, 2020				
16	nermit is to be strictly	construed and no other work other than	n specifically mentioned is mits and environmental cle	hereby auth	norized.	d	,		
	av Permits		APPROVED:						
¢	WStinnett, Reg.								
	AVasconcellos, l	Inspector			Laurie E	Berman, Dis	strict Director		
	Contractor		BY:	137					
			1 don	///	Ann M.	Fox, Distric	t Permit Engineer		

CITY OF SAN DIEGO 11-15-NLM-0287 MAY 21, 2015 PAGE TWO

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain a no fee encroachment permit prior to starting work.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee, as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Storm Water Special Provisions for Minimal or No Impact dated September, 2012.

Traffic control when permitted or directed by the State's Utilities Engineer, shall consist of closing traffic lanes and shoulders in accordance with attached Caltrans 2010 Revised Standard Plans RSP T9, RSP T10, Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (California MUTCD) 2014 Edition, Section 12 "Temporary Traffic Control" of Caltrans 2010 Standard Specifications, and these Special Provisions.

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

- AUTHORITY: The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
- 2. REVOCATION: Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
- ASSIGNMENT: No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
- ACCEPTANCE OF PROVISIONS: Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
- 6. BEGINNING OF WORK: When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
- 7. STANDARDS OF CONSTRUCTION: All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
- PLAN CHANGES: Changes to plans, specifications, and permit
  provisions are not allowed without prior approval from the State
  representative.
- 9. INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
- 10. PERMIT AT WORKSITE: Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
- 11. CONFLICTING ENCROACHMENTS: Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
- PERMITS FROM OTHER AGENCIES: This permit is invalidated
  if the permittee has not obtained all permits necessary and required by

- law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
- 13. PEDESTRIAN AND BICYCLIST SAFETY: A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
- 14. PUBLIC TRAFFIC CONTROL: As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.
  - Day and night time lane closures shall compty with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
- 15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
- 16. STORAGE OF EQUIPMENT AND MATERIALS: The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways 30', conventional highways (no curbs) 20', conventional highways (with curbs) 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
- 17. CARE OF DRAINAGE: Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
- 18. RESTORATION AND REPAIRS IN RIGHT OF WAY: Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

- 19. RIGHT OF WAY CLEAN UP: Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
- 20. COST OF WORK: Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
- 21. ACTUAL COST BILLING: When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
- AS-BUILT PLANS: When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
  - 1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
  - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  - 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
  - 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
  - As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
  - 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
- 23. PERMITS FOR RECORD PURPOSES ONLY: When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
- 24. BONDING: The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall

comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.

- 25. FUTURE MOVING OF INSTALLATIONS: Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
- 26. ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
- 27. PREVAILING WAGES: Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
- RESPONSIBILITY FOR DAMAGE: The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

**29. NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.

### 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:

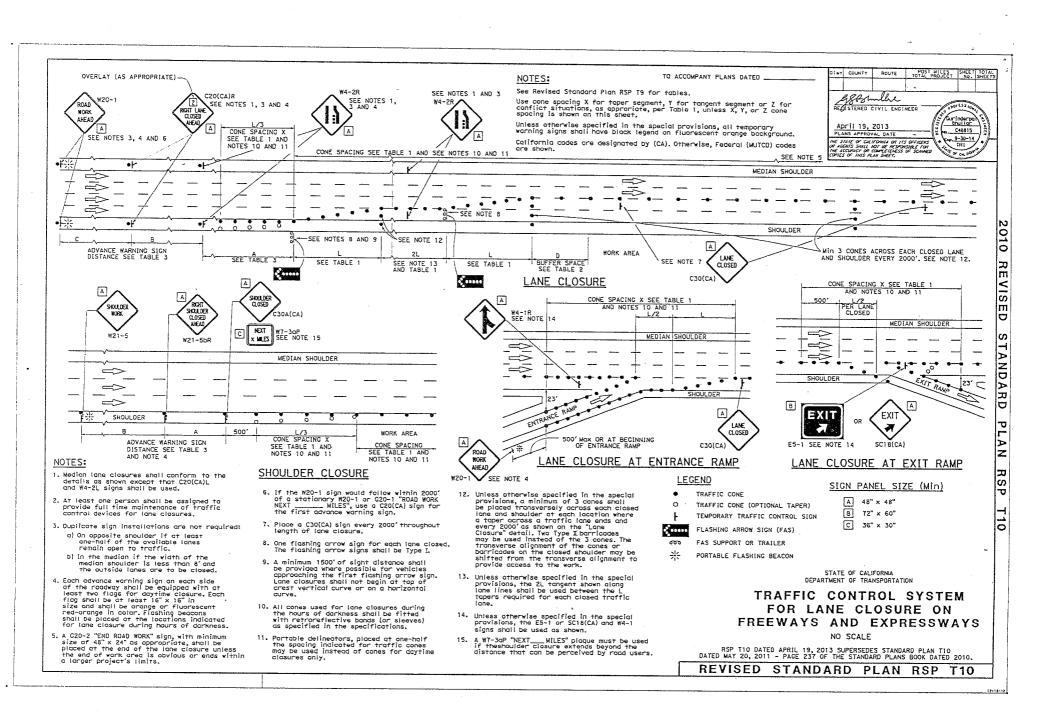
- A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
- 1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- 3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
- 4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
- 5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
- 31. MAINTENANCE OF HIGHWAYS: The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
- 32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

**33. PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

- 34. FIELD WORK REIMBURSEMENT: Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
- 35. NOTIFICATION OF DEPARTMENT AND TMC: The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:
  Any excavation requires compliance with the provisions of
  Government Code Section 4216 et. seq., including, but not limited to
  notice to a regional notification center, such as Underground Service
  Alert (USA). The permittee shall provide notification at least 48 hours
  before performing any excavation work within the right of way.



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TO ACCOMPANY PLANS DATED \_\_\_\_

TABLE 3

ADVANCE WARNING SIGN SPACING						
DISTANCE BETWEEN SIGNS						
ROAD TYPE	A	В	C.			
	f†	f†	ft			
URBAN - 25 mph OR LESS	100	100	100			
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250			
URBAN - MORE THAN 40 mph	350	350	350			
RURAL	500	500	500			
EXPRESSWAY / FREEWAY	1000	1500	2640			

\* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

TABLE 1

s., .	TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING								
	FOR WI	MINIMUM TA	PER LENGT	MAXIMUM CHANNELIZING DEVICE SPACING					
SPEED				(,	х	Y	Z **		
(S)	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	TAPER	TANGENT	CONFLICT		
mph	ft	ft	ft	f†	f†	ft	ft		
20	160	80	40	27	20	40	10		
25	250	125	63	42	25	50	12		
30	360	180	90	60	30	60	15		
35	490	245	123	82	35	70	17		
40	640	320	160	107	40	80	20		
45	1080	540	270	180	45	90	22		
50	1200	600	300	200	50	100	25		
55	1320	660	330	220	55	110	27		
60	1440	720	360	240	60	120	30		
65	1560	780	390	260	65	130	32		
70	1680	840	420	280	70	140	35		

\* – For other offsets, use the following merging taper length formula for L: For speed of 40 mph or less, L = WS2/S0 For speed of 45 mph or more, L = WS

Where: L = Taper length in feet

- W = Width of offset in feet
- S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph
- \*\* Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING							
DOWNGRADE Min D							
SPEED*	Min D**	-3%	-6%	-9%			
mph	ft	ft .	ft	ft			
20	115	116	120	126			
25	155	158	165	173			
30	200	205	215	227			
35	250	257	271	287			
40	305	315	333	354			
45	360	378	400	427			
50	425	446	474	507			
55	495	520	553	593			
60	570	598	638	686			
65	645	682	728	785			
70	730	771	825	891			

- \* Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph
- \*\* Longitudinal buffer space or flagger station spacing
- \*\*\* Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

# TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

NO SCALE

RSP T9 DATED JULY 19, 2013 SUPERSEDES RSP T9 DATED APRIL 19, 2013 THAT SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T9

4-30-

- 1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP) that would require a waste discharge identification number or coverage under the California Construction General Permit (Order No. 2009-0009-DWQ, NPDES No CAS000002). The Permittee shall comply with the following Special Provisions and the direction of the State Representative.
- 2. NPDES REQUIREMENTS: The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements. It is the Permitte's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. Installation and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site. 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, and 9) illicit connection, illegal discharge detection and reporting. The Permittee shall report to the state representative when discharges enter into receiving waters, adjacent property. drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee shall also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency shall be provided to the State representative within 48 hours of reported activity. For additional information on storm water compliance, visit the State Water Resources Control Boards storm water Website http://www.waterboards.ca.gov/water\_issues/programs/stormwater
- 3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee shall be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
- 4. SPOILS AND RESIDUE: The Permittee shall vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.
- 5. SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas shall not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the State of California standard specifications for construction (most current version) http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2010-SSPs/.
- 6. VEHICLES AND EQUIPMENT: Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto

- roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.
- 7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.
- 8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site. Containment berms or dikes shall be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
- 9. DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
- 10. WEATHER CONDITIONS AT WORKSITE: Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.
- 11. HOT MIX ASPHALT: Runoff from washing hot mix asphalt shall not enter, into any drainage conveyances.
- 12. PROTECTION OF DRAINAGE FACILITIES: The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of the State of California standard specifications for construction (most current version). No such protection measures shall cause an obstruction to the traveling public. The Permittee shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site in accordance to section 13-4.03B(1-3) Spill Prevention and Control, Water Pollution Control, of the State of California standard specifications for construction (2010 version).
- 13. PAINT: Rinsing of painting equipment and materials is not permitted in state right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.
- 14. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, shall conform to section 13-4.03C Material Management (Storage & Stockpiles), Water Pollution Control, of the State of California standard specifications for construction (2010 version).
- 15. CONCRETE EQUIPMENT: Concrete equipment shall be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

- 16. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation shall be replaced as directed by the State Representative.
- 17. SOIL DISTURBANCE: Soil disturbing activities shall be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented in advance of soil disturbing activity.
- 18. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of the State of California (2010 version) standard specifications for construction during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height.
- 19. STOCKPILES: Stockpiles containing aggregate and/or soil shall be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and shall be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles shall be stored on an impermeable surface and covered with 9mil plastic to prevent contact with water.
- 20. DISCOVERY OF CONTAMINATION: The State Representative shall be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
- 21. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.
- 22. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other nonstorm water liquids not covered under separate waste water permits shall be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal
- 23. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff water, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite water.
- 24. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans,

absorbent pads, or plastic sheeting with absorbent material, and away from storm water run-on when not in use.

25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations shall comply with the latest Caltrans guidelines. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee shall provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.01B Submittals, Water Pollution Control, of the State of California standard specifications for construction (2010 version). A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board shall be provided to the State representative.

# **City of San Diego**

CITY CONTACT: Taylor Cox, Contract Specialist, Email: TJCox@sandiego.gov Phone No. (619) 533-3033

# **ADDENDUM B**





## **FOR**

# LA JOLLA VILLAGE DR AND I-805 INTERCHANGE REVEGETATION AND LANDSCAPE MAINTENANCE

BID NO.:	K-20-1892-DBB-2
SAP NO. (WBS/IO/CC):	S-15017
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	1
PROJECT TYPE:	ID

### **BID DUE DATE**:

2:00 PM APRIL 1, 2020

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

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

March 26, 2020 **ADDENDUM B** Page 1 of 6

#### 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. REQUIRED DOCUMENTS SCHEDULE

1. To Required Documents Schedule, page 4, **DELETE** in its entirety and **SUBSTITUTE** with pages 3 of this Addendum.

#### C. CERTIFICATIONS AND FORMS

- 1. To Electronically Submitted Forms, page 157, **DELETE** in its entirety and **SUBSTITUTE** with page 4 of this Addendum.
- 2. To Debarment and Suspension Certification (Prime Subcontractor) Form, page 161, **DELETE** in its entirety and **SUBSTITUTE** with page 5 of this Addendum.
- To Debarment and Suspension Certification (For Subcontractors/Suppliers/Manufacturers) Form, page 162, **DELETE** in its entirety and **SUBSTITUTE** with page 6 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated: March 26, 2020

San Diego, California

JN/RWB/lir

# REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

<u>ITEM</u>	DOCUMENT TO BE SUBMITTED	WHEN DUE	<u>FROM</u>
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM Next Business Day After Bid Opening	5 APPARENT LOW BIDDERS
7.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	APPARENT LOW BIDDER
8.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
9.	Recycled Water Site Supervisor Certification per Section 802-5.10 of the Supplementary Special Provisions.	At Time of Award	APPARENT LOW BIDDER

## **ELECTRONICALLY SUBMITTED FORMS**

FAILURE TO FULLY <u>COMPLETE</u> AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

#### PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

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

- A. BID BOND See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions
- **B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

#### **DEBARMENT AND SUSPENSION CERTIFICATION**

#### **PRIME CONTRACTOR**

#### FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

#### **EFFECT OF DEBARMENT OR SUSPENSION**

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders* and *contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

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

	NAME	TITLE
	ame of firm, also names of all individual	corporation, state secretary, treasurer, and manager thereof; if a co- co-partners composing firm; if Bidder or other interested person is
The Bidder, under penalt of owner, partner, director		ed below, he/she or any person associated therewith in the capacity
<ul> <li>Is not currently local agency;</li> </ul>	y under suspension, debarment, voluntai	y exclusion, or determination of ineligibility by any Federal, State of
has not been within the pass	•	led or determined ineligible by any Federal, State or local agency
<ul> <li>does not have</li> </ul>	a proposed debarment pending; and	
	indicted, convicted, or had a civil judgm ng fraud or official misconduct within the	ent rendered against it by a court of competent jurisdiction in any past 3 years.
If there are any exception	ns to this certification, insert the exception	ons in the following space.
Exceptions will be consi		ility. For any exception noted above, indicate below to whom it
Contractor Name:		
Certified By		Title
	Name	Date
	Signature	Date
NOTE:	3	in criminal prosecution or administrative sanctions.

March 26, 2020 **ADDENDUM B** Page 5 of 6

#### **DEBARMENT AND SUSPENSION CERTIFICATION**

# SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS \*TO BE COMPLETED BY BIDDER\*

#### FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

	indicate if principal owner is se SUBCONTRACTOR	SUPPLIER		MANUFACTURER
	NAME			TITLE
	SUBCONTRACTOR	SUPPLIER		MANUFACTURER
	NAME			TITLE
	SUBCONTRACTOR	SUPPLIER		MANUFACTURER
	NAME			TITLE
7	SUBCONTRACTOR	SUPPLIER	П	MANUFACTURER
	NAME	JOH ELEK		TITLE
Contra	ctor Name:			
Certifie				Title
		Name		Date
		Signature		

\*USE ADDITIONAL FORMS AS NECESSARY\*

City of San Diego

La Jolla Village Dr. and I-805 Interchange Revegetation and Landscape Maintenance (K-20-1892-DBB-2), bidding on April 1,

Printed 04/01/2020

#### **Bid Results**

#### **Bidder Details**

Vendor Name Habitat Restoration Sciences, Inc.

Address 1217 Distribution Way Vista, CA 92081

United States

Respondee Kyle Matthews
Respondee Title Vice President
Phone 760-479-4210 Ext.

Email hrsestimating@hrs.dudek.com

Vendor Type PQUAL, CADIR, Local

**License #** 842661 **CADIR** 1000003125

#### **Bid Detail**

Bid Format Electronic

Submitted March 31, 2020 2:19:10 PM (Pacific)

Delivery Method Bid Responsive

Bid Status Submitted
Confirmation # 206568
Ranking 0

#### **Respondee Comment**

#### **Buyer Comment**

#### **Attachments**

File Title	File Name	File Type
Contractor's cert of Pending Actions	Contractor's Cert of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosure of Business Interests form	2_Mandatory Disclosure of Business Interests Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS
Debarment_Prime	3_Debarment_Prime.pdf	DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)
Debarment_Subs	4_Debarment_Subs.pdf	DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTOS/SUPPLI ERS/MANUFACTURERS)
Bid Bond	Signed and Notarized Bid Bond.pdf	Bid Bond

#### Line Items

Туре	Item Code	UOM	Qty	Unit Price	Line Total Comment
	Main Bid				
1	Bonds (Payment and Performance)				
	524126	LS	1	\$10,500.00	\$10,500.00
2	Caltrans Encroachment Permit (EOC Type I)				
	237310	AL	1	\$1,000.00	\$1,000.00

La Jolla Village Dr. and I-805 Interchange Revegetation and Landscape Maintenance (K-20-1892-DBB-2), bidding on April 1,

Printed 04/01/2020

#### **Bid Results**

Type 3	Item Code Mobilization	UOM	Qty	Unit Price	Line Total Comment
	561730	LS	1	\$15,000.00	\$15,000.00
4	Field Orders (EOC Type II)				
		AL	1	\$35,000.00	\$35,000.00
5	Initial Vegetation Triming and Pruning				
	238910	LS	1	\$17,500.00	\$17,500.00
6	Initial Litter and Trash Removal				
	238910	LS	1	\$4,500.00	\$4,500.00
7	Irrigation System Check (5 Controllers)				
	561730	SF	668990	\$0.03	\$20,069.70
8	Irrigation System Repairs & Upgrades (EC	OC Type I)			
	561730	AL	1	\$30,000.00	\$30,000.00
9	Revegetation				
	561730	LS	1	\$59,000.00	\$59,000.00
10	Erosion Control				
	561730	LS	1	\$23,500.00	\$23,500.00
11	29-Month Re-vegetation Maintenance Pro	gram			
	541330	LS	1	\$195,000.00	\$195,000.00
12	WPCP Development				
	541330	LS	1	\$10,000.00	\$10,000.00
13	WPCP Implementation				
	237310	LS	1	\$17,000.00	\$17,000.00
				Subtotal	\$438,069.70
				Total	\$438,069.70
	ontractors  8 Address Description		License Num	CADID	Amount Type

Name & Address	Description	License Num	CADIR	Amount	Type
Hamo a Hadrooc	Boodilption	Eloonoo Italii	O/ (Dirk	7 tilloulit	. , , , ,

## Line Totals (Unit Price \* Quantity)

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Habitat Restoration	Habitat Restoration Sciences,
							Sciences, Inc Unit Price	Inc Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$10,500.00	\$10,500.00
2	Main Bid	237310	Caltrans Encroachment Permit (EOC Type I)	2-2.3	AL	1	\$1,000.00	\$1,000.00
3	Main Bid	561730	Mobilization	7-3.4.1	LS	1	\$15,000.00	\$15,000.00
4	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$35,000.00	\$35,000.00
5	Main Bid	238910	Initial Vegetation Triming and Pruning	802-4	LS	1	\$17,500.00	\$17,500.00
6	Main Bid	238910	Initial Litter and Trash Removal	802-4	LS	1	\$4,500.00	\$4,500.00
7	Main Bid	561730	Irrigation System Check (5 Controllers)	802-6	SF	668990	\$0.03	\$20,069.70
8	Main Bid	561730	Irrigation System Repairs & Upgrades (EOC Type I)	802-6	AL	1	\$30,000.00	\$30,000.00
9	Main Bid	561730	Revegetation	802-6	LS	1	\$59,000.00	\$59,000.00
10	Main Bid	561730	Erosion Control	802-6	LS	1	\$23,500.00	\$23,500.00
11	Main Bid	541330	29-Month Re-vegetation Maintenance Program	802-6	LS	1	\$195,000.00	\$195,000.00
12	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$10,000.00	\$10,000.00
13	Main Bid	237310	WPCP Implementation	1001-4.2	LS	1	\$17,000.00	\$17,000.00
							Subtotal	\$438,069.70
							Total	\$438,069.70