



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: January 24, 2020
TO: James Nagelvoort, Director, Public Works
FROM: Claudia C. Abarca, Deputy Director, Public Works *C. Abarca*
SUBJECT: Sole Source Agreement with Dudek for Revegetation and Long-Term Maintenance at 2395 Cardinal Road

Estimated Amount: \$125,000 (Not-to-Exceed)
Contractor: Dudek
Estimated Completion: December 31, 2022
Recommended Action: Approve Sole Source Request

Pursuant to SDMC §22.3108 (a), "Exceptions to Advertisement and Competitive Award of Public Works Contracts", this is to certify that a sole source agreement with the contractor named above is necessary and that strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

JUSTIFICATION:

An emergency was declared on December 7, 2018, when a 30-inch corrugated metal pipe failed, causing a sink hole near 2395 Cardinal Road. The emergency project was awarded and is subject to biological monitoring, revegetation plan preparation, plant installation, a 120-day plant establishment period and a 25-month maintenance and monitoring program, within 90 days of the completed repairs, in accordance with City of San Diego Land Development Code requirements.

The contractor awarded the emergency project has declined this work and given that the repair work is scheduled to be completed in December 2019, there is not enough time to solicit a separate bid for this work.

Dudek has the required level of expertise and resources necessary to provide these services. They have been providing professional design services for this project and have a comprehensive understanding of the project site and its challenges.


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James Nagelvoort, Director
January 24, 2020

Therefore, it is requested that a sole source contract in the amount not to exceed \$125,000.00 be awarded to Dudek for these services.

AGREEMENT VALUE & DURATION:

Unless a modification to the agreement and this sole-source request is issued, the total fee for these services shall not exceed the amount noted above. The term of the agreement will be in effect from date of the agreement execution and shall not exceed the contract completion date noted above.

APPROVED BY:



James Nagelvoort, Director, Public Works

Date: 1/24/2020

Attachment: 1. Memorandum from Elif Cetin to Claudia Abarca, dated December 20, 2019.

cc: Myrna Dayton, Assistant Director, Public Works Department
Elif Cetin, Deputy Director, Public Works Department
Jason Grani, Interim Assistant Deputy Director, Public Works Department
Jong Choi, Senior Civil Engineer, Public Works Department
Catherine Dungca, Senior Civil Engineer, Public Works Department
Stephen Samara, Principal Contract Specialist, Public Works Department
Jeff Cramoline, Associate Civil Engineer, Public Works Department

City of San Diego

CONTRACTOR'S NAME: Dudek
ADDRESS: 605 Third Street Encinitas, CA 92024
TELEPHONE NO.: 760-942-5147 **FAX NO.:** 760-632-0674
CITY CONTACT: Celina Suarez, Contract Specialist, Email: CSuarez@sandiego.gov
Phone No. (619) 533-6678
J. Cramoline / M. Jirjis Nakasha / I. Garcia

CONTRACT DOCUMENTS FOR

FINAL




SOLE-SOURCE CONSTRUCTION SERVICES FOR REVEGETATION AND LONG-TERM MAINTENANCE AT 2395 CARDINAL RD

PROJECT NO.: K-20-1926-SLS-1
SAP NO. (WBS/IO/CC): B-19090
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 7
PROJECT TYPE: CA

DEPUTY CITY ENGINEER

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



For City Engineer

3/3/20
Date

Seal:



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GENERAL

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this project at the direction of the City Engineer.
- 1.2. The Work consists of but is not limited to plant installation, 120-day Plant Establishment Period, and 25 month long-term maintenance and monitoring as specified in the Revegetation Plan. The plan will specify appropriate native container plants and a seed mix through descriptive notes, plant palettes, and details. The irrigation point of connection/water source and electrical source will be coordinated with the City, and the installation contractor. Biological monitoring will be performed for the revegetation installation, as well as during the 120-day PEP, and through completion of the 25-month long-term mitigation and monitoring period. Dudek shall retain a qualified subcontractor to perform all tasks associated with the implementation of native revegetation of the project site including; site preparation, planting, irrigation, installation, and maintenance for a post-installation 25-month period.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 7-3.7, "Agreed Prices" of The GREENBOOK.
- 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 2-8, "EXTRA WORK" of The GREENBOOK and WHITEBOOK and as modified by the Supplementary Special.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
 - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in are outlined in paragraph 7.9 of these "General Instructions".
 - 2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>
 - 2.1.3. 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.

3. **EQUAL OPPORTUNITY.** For the City's Equal Opportunity Program requirements see Part 0 of the City of San Diego 2018 Whitebook and **Exhibit I** - Forms.
4. **CONTRACT TIME:** The Work, including the plant establishment period, shall be completed within **900 Calendar Days** from the date of issuance of the NTP unless extended by the Engineer.
5. **CONTRACT PRICE:** The Contract Price is **\$106,700**. The Contractor shall not perform Work that exceeds this amount, excluding Allowances, without prior written notice from the Engineer that sufficient additional funding has been secured and the work is approved.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **C27**.
7. **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.

7.1 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.

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

7.1.2 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.

7.2 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.

7.3 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.

7.3.1. 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.

7.4 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.

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

7.6 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.

7.7 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.”

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

7.9 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.

7.9.1 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.

7.9.2. 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.

7.10 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.

7.11. 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

7.12. 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:

7.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

7.12.2. 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).

7.12.3. 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 7.11 above. (Labor code section 1773.3).

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") http://www.greenbookspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	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 - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI030119-08
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9. INSURANCE REQUIREMENTS:

- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2. Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. SUBCONTRACTOR INFORMATION:

10.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 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.

- 10.2. 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.
- 11. SUBMITTAL OF “OR EQUAL” ITEMS:** See 4-6, “Trade Names” in The WHITEBOOK and as amended in the SSP.
- 12. SUBCONTRACT LIMITATIONS:** The Bidder’s attention is directed to Standard Specifications for Public Works Construction, Section 3-2, “SELF-PERFORMANCE”, which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.
- 13. PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City’s Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing . Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the, Public Works Contracts Branch, 525 B Street, Suite 750, San Diego, California, 92101, Telephone No. (619) 533-3450.
- 14. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 15. PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor 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.
- 15.1.** The Bidder, by submitting electronically, 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 contract are true and correct.

16. CITY'S RIGHTS RESERVED: The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.

17. AWARD OF CONTRACT:

17.1. Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

17.2. The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest of the City.

18. THE CONTRACT: The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 1-7.2, "CONTRACT BONDS," 5-4.2, "GENERAL LIABILITY INSURANCE," and 5-4.3 "WORKERS' COMPENSATION INSURANCE" within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

The Contractor 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.

19. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK: The Contractor 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. The signing of the Contract shall be conclusive evidence that the Contractor 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 Contract Documents.

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

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

- 20.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 20.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 20.5.** 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.
- 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

AGREEMENT

FOR CONSTRUCTION SERVICES BETWEEN THE CITY OF SAN DIEGO AND DUDEK

This sole-source construction contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City" and **Dudek**, herein called "Contractor" for the purpose of designing (when required) and constructing projects **Revegetation and Long-Term Maintenance at 2395 Cardinal Rd**, Bid No. **K-20-1926-SLS-1**, in the amount of **\$106,700** at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Construction Services, as set forth in this agreement.
- C. The City has selected the Sole-Source Contractor to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- D. The Contractor is ready, willing, and able to perform the construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

AGREEMENT

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. 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.
- D. This agreement incorporates the Standard Specifications for Public Works Construction (The 2018 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2018 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.

- E. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 0.
- F. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- G. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- H. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified number of Working Days stated in Section 3 herein, from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as described herein.
- L. The City shall pay the Contractor for performance of the Work on a time and materials basis not to exceed \$250,000 without a written amendment to this Agreement.
- M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- N. Prior to the issuance of the NTP, or as required by the City, the Contractor shall:
 - a) File surety bonds with the City to be approved by the City in the amounts and for the purposes noted herein or as may be specified in the Supplemental Special Provisions, and
 - b) Obtain the required insurance in accordance with 5-4, "GENERAL LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney

By Noah J Brazier //signed//

Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Noah J. Brazier
Deputy City Attorney

Date: 7/23/2020

Date: 29 July 2020

CONTRACTOR

By 

Print Name: Christine Moore
Chief Financial Officer
Dudek

Title: _____

Date: 3/27/2020

City of San Diego License No.: _____

State Contractor's License No.: _____

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Dudek, a corporation, as principal, and Liberty Mutual Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **One Hundred Six Thousand Seven Hundred Dollars(\$106,700.00)** for the faithful performance of the annexed contract, and in the sum of **One Hundred Six Thousand Seven Hundred Dollars (\$106,700.00)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Revegetation and Long-Term Maintenance at 2395 Cardinal Rd , K-20-1926-SLS-1,with the San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

The Surety shall not utilize Principal in completing the improvements and work specified in the Agreement, nor shall Surety accept a bid from Principal for completion of the improvements and work specified in the Agreement if the City of San Diego, when declaring the Principal in default, notifies Surety of the City of San Diego 's objection to Principal's further participation in the completion of the improvements and work specified in the Agreement.

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Continued)

Dated March 25, 2020

Approved as to Form

Dudek
605 3rd Street, Encinitas, CA 92024

Principal

By Christine Moore

Christine Moore
Chief Financial Officer

Printed Name of Person Signing for Principal
Dudek

Mara W. Elliott, City Attorney

By Noah J Brazier //signed//

Deputy City Attorney

Liberty Mutual Insurance Company

Surety

By Mary T. Flanigan

Mary T. Flanigan
Attorney-in-fact

Approved:

175 Berkeley Street

Local Address of Surety

By Stephen Samara

Stephen Samara
Principal Contract Specialist
Public Works Department

Boston, MA 02116

Local Address (City, State) of Surety

(617) 357-9500

Local Telephone No. of Surety

Premium \$ 1,601.00

Bond No. 674212843

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 26, 2020 before me, DANIEL KIL, Notary Public

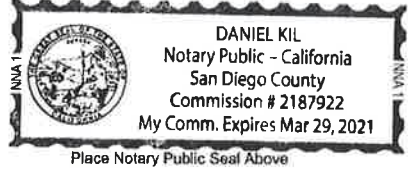
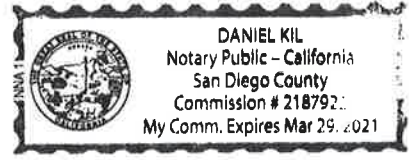
personally appeared CHRISTINE MOORE

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]



OPTIONAL

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

Description of Attached Document

Title or Type of Document PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

Document Date _____ Number of Pages: _____

Signer's Name: _____

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



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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Missouri

County of Clay

On March 25, 2020 before me, Charissa D. Lecuyer, Notary Public

personally appeared Mary T. Flanigan

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

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

Witness my hand and official seal.

Signature Charissa D. Lecuyer Notary Public Signature

CHARISSA D. LECUYER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXPIRES 2/25/2023
COMMISSION # 15004555

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document

Document Date Number of Pages:

Signer's Name:

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



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





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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203218 - 674009

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braile, Laura M. Buhmester, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, C. Stephens Griggs, Rebecca S. Leal, Charissa D. Lecuyer, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore, Charles R. Teter, III

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of March, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of March, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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

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

ARTICLE XIII- Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of March, 2020.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

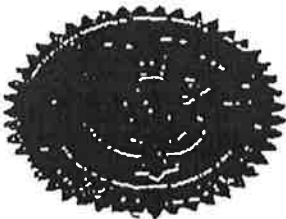
LIBERTY MUTUAL INSURANCE COMPANY

of BOSTON, MASSACHUSETTS, organized under the laws of MASSACHUSETTS, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER, TRAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 15TH day of NOVEMBER, 1961, I have hereunto set my hand and caused my official seal to be affixed this 15TH day of NOVEMBER, 1961.



P. BRITTON MCCONNELL
Insurance Commissioner

By John H. Andrews
Deputy

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION

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.

EXHIBIT B

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

CONTRACTOR CERTIFICATION

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.

EXHIBIT C

CONTRACTORS STANDARDS – PLEDGE OF COMPLIANCE

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 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.

EXHIBIT D

EQUAL BENEFITS ORDINANCE CERTIFICATION

CONTRACTOR CERTIFICATION

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.

EXHIBIT E

AFFIDAVIT OF DISPOSAL

AFFIDAVIT OF DISPOSAL

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

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

REVEGETATION AND LONG-TERM MAINTENANCE AT 2395 CARDINAL RD

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-20-1926-SLS-1**; SAP No. **B-19090**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____

Contractor

ATTEST:

State of _____ County of _____

On this _____ DAY OF _____, 2____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____

_____ known to me to be the _____

Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

EXHIBIT F

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

**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.

EXHIBIT G

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
11/19/13	Encinitas	Sexual discrimination	Y	Settled	Settlement payment and training
6/1/17	Encinitas	Race discrimination	N	Closed	Investigation and training
3/2/18	Auburn	Sex discrimination, wrongful demotion, denial of promotion, retaliation, Constructive discharge, breach of an implied employment contract, and age discrimination	Y	Settled	Settlement payment and training

Contractor Name: Dudek **Christine Moore**
Chief Financial Officer

Certified By Christine Moore Title Dudek

Name

Christine Moore Date 3/07/2020

Signature

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT H

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
<i>Dudek</i>			
Street Address	City	State	Zip
<i>605 Third St</i>	<i>Encinitas</i>	<i>CA</i>	<i>92024</i>
Contact Person, Title		Phone	Fax
<i>Amy Paul</i>		<i>760-479-4242</i>	

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
<i>NONE</i>	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* 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.

Christine Moore <small>Print Name, Title</small> Chief Financial Officer	<i>Christine Moore</i> <small>Signature</small>	<i>3/27/2020</i> <small>Date</small>
--	--	---

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.

EXHIBIT I

FORMS

LIST OF SUBCONTRACTORS

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	DIR REGISTRATION NUMBER	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: <u>Habitat Restoration Sciences, Inc.</u> Address: <u>1217 Distribution Way</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>760 691-3924</u> Email: <u>Kmathews@HRS-dudek.com</u>	Contractor	#1000003125	Landscape Contractor C ₂₇ Lic. No. CA 842661	Landscape Construction	\$71,500			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

Ⓢ As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

Ⓢ As appropriate, Bidder shall indicate if Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: <u>Site One</u> Address: <u>2120 La Mirada Dr.</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: _____ Email: _____	Irrigation Materials and Landscape Supplies	\$6,000.00	yes	no		
Name: <u>Imperial Sprinkler Supply</u> Address: <u>1350 Mission Rd.</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: _____ Email: _____	Irrigation Materials	\$4,000.00	yes	no		

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

NAME	TITLE
Joseph Monaco	CEO
Amy Paul	General Counsel
Christine Moore	CFO

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space.

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

Contractor Name: Dudek **Christine Moore**
Chief Financial Officer
Dudek

Certified By _____
Name

Christine Moore Date 3/27/2020
Signature

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

Names of the Principal individual owner(s)
FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Joseph Monaco	CEO, Habitat Restoration Sciences

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Dudek

Certified By Christine Moore Title CFO

Name
Christine Moore
Signature

Date 4/22/2020

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT J
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 **7:00 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:

9. 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**.
10. 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.
11. 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.
12. 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

2-8 **EXTRA WORK.** To the "WHITEBOOK", ADD the following:

2. Compensation for "Time-and-Material" emergency Contracts.
 - a) You will be compensated for staff charges directly associated with the project.
 - b) Any invoiced off site work shall include a summary of work.
 - c) Mark up for off site work shall be the same as on site work.

SECTION 3 - CONTROL OF THE WORK

3-13.1 **Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. 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 all include televising in accordance with 306-18, "VIDEO INSPECTION".
- l) 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.

3-13.2 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 warranted 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.

SECTION 4 - CONTROL OF MATERIALS

ADD:

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.

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.

1. 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:

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.3 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.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State 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.

5-4.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document 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.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy 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.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City 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:

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which 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.

5-13 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.

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the

Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

5-15.17 Payment. To the "WHITEBOOK", ADD the following:

5. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be included in the allowance Bid item for "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification".

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.
 - b) Refer to the Sample City Invoice materials in **Exhibit M – Sample City Invoice** and use the format shown.

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

To the "WHITEBOOK", ADD the following:

3. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".

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.

6-4.2 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".

6-4.4 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.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for the **Revegetation and Long Term Maintenance at 2395 Cardinal Rd**, Project No. **B-19090**, as referenced in the Contract **Exhibit N**. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Exhibit N**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

SECTION 7 - MEASUREMENT AND PAYMENT

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.

SECTION 302 – ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. To the “GREENBOOK”, paragraphs (1) and (2), DELETE in its 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

601-2.1.4 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.

601-3.5.1 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.

601-3.6 Channelizing Devices. To the “WHITEBOOK”, item 4, Barricades, ADD the following:

- h) You shall place “OPEN TRENCH” signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

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

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

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

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**.
-

EXHIBIT K
CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT K

CONTRACTOR'S COMPENSATION RATE SCHEDULE

The following Compensation Rate Schedule shall constitute the maximum rates (e.g., labor, direct costs, etc.) for Extra Work, if any, provided by the Contractor during the term of this agreement.

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 3-2.4, "Agreed Prices."

DUDEK

2020 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director.....	\$290.00/hr
Principal Engineer III.....	\$270.00/hr
Principal Engineer II.....	\$260.00/hr
Principal Engineer I.....	\$250.00/hr
Program Manager.....	\$235.00/hr
Senior Project Manager.....	\$235.00/hr
Project Manager.....	\$230.00/hr
Senior Engineer III.....	\$225.00/hr
Senior Engineer II.....	\$215.00/hr
Senior Engineer I.....	\$205.00/hr
Project Engineer IV/Technician IV.....	\$195.00/hr
Project Engineer III/Technician III.....	\$185.00/hr
Project Engineer II/Technician II.....	\$170.00/hr
Project Engineer I/Technician I.....	\$155.00/hr
Senior Designer.....	\$175.00/hr
Designer.....	\$165.00/hr
Assistant Designer.....	\$160.00/hr
CADD Operator III.....	\$155.00/hr
CADD Operator II.....	\$145.00/hr
CADD Operator I.....	\$130.00/hr
CADD Drafter.....	\$120.00/hr
CADD Technician.....	\$110.00/hr
Project Coordinator.....	\$135.00/hr
Engineering Assistant.....	\$115.00/hr

ENVIRONMENTAL SERVICES

Project Director.....	\$245.00/hr
Senior Specialist IV.....	\$230.00/hr
Senior Specialist III.....	\$220.00/hr
Senior Specialist II.....	\$200.00/hr
Senior Specialist I.....	\$190.00/hr
Specialist V.....	\$180.00/hr
Specialist IV.....	\$170.00/hr
Specialist III.....	\$160.00/hr
Specialist II.....	\$145.00/hr
Specialist I.....	\$130.00/hr
Analyst V.....	\$120.00/hr
Analyst IV.....	\$110.00/hr
Analyst III.....	\$100.00/hr
Analyst II.....	\$90.00/hr
Analyst I.....	\$80.00/hr
Technician IV.....	\$90.00/hr
Technician III.....	\$80.00/hr
Technician II.....	\$70.00/hr
Technician I.....	\$60.00/hr
Compliance Monitor.....	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I.....	\$185.00/hr
GIS Specialist IV.....	\$160.00/hr
GIS Specialist III.....	\$150.00/hr
GIS Specialist II.....	\$140.00/hr
GIS Specialist I.....	\$130.00/hr
Data Analyst III.....	\$100.00/hr
Data Analyst II.....	\$90.00/hr
Data Analyst I.....	\$80.00/hr
UAS Pilot.....	\$100.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$165.00/hr
Construction Manager.....	\$155.00/hr
Project Manager.....	\$145.00/hr
Resident Engineer.....	\$145.00/hr
Construction Engineer.....	\$140.00/hr
On-site Owner's Representative.....	\$140.00/hr
Construction Inspector III.....	\$130.00/hr
Construction Inspector II.....	\$120.00/hr
Construction Inspector I.....	\$110.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

HYDROGEOLOGICAL SERVICES

Project Director.....	\$285.00/hr
Principal Hydrogeologist/Engineer II.....	\$265.00/hr
Principal Hydrogeologist/Engineer I.....	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$235.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$220.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$205.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$190.00/hr
Hydrogeologist VI/Engineer VI.....	\$175.00/hr
Hydrogeologist V/Engineer V.....	\$165.00/hr
Hydrogeologist IV/Engineer IV.....	\$155.00/hr
Hydrogeologist III/Engineer III.....	\$145.00/hr
Hydrogeologist II/Engineer II.....	\$135.00/hr
Hydrogeologist I/Engineer I.....	\$125.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$195.00/hr
District Engineer.....	\$185.00/hr
Operations Manager.....	\$160.00/hr
District Secretary/Accountant.....	\$120.00/hr
Collections System Manager.....	\$135.00/hr
Grade V Operator.....	\$125.00/hr
Grade IV Operator.....	\$110.00/hr
Grade III Operator.....	\$100.00/hr
Grade II Operator.....	\$75.00/hr
Grade I Operator.....	\$70.00/hr
Operator in Training.....	\$65.00/hr
Collection Maintenance Worker II.....	\$75.00/hr
Collection Maintenance Worker I.....	\$65.00/hr

CREATIVE SERVICES

3D Graphic Artist.....	\$180.00/hr
Graphic Designer IV.....	\$160.00/hr
Graphic Designer III.....	\$145.00/hr
Graphic Designer II.....	\$130.00/hr
Graphic Designer I.....	\$115.00/hr

PUBLICATIONS SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration.....	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

EXHIBIT L

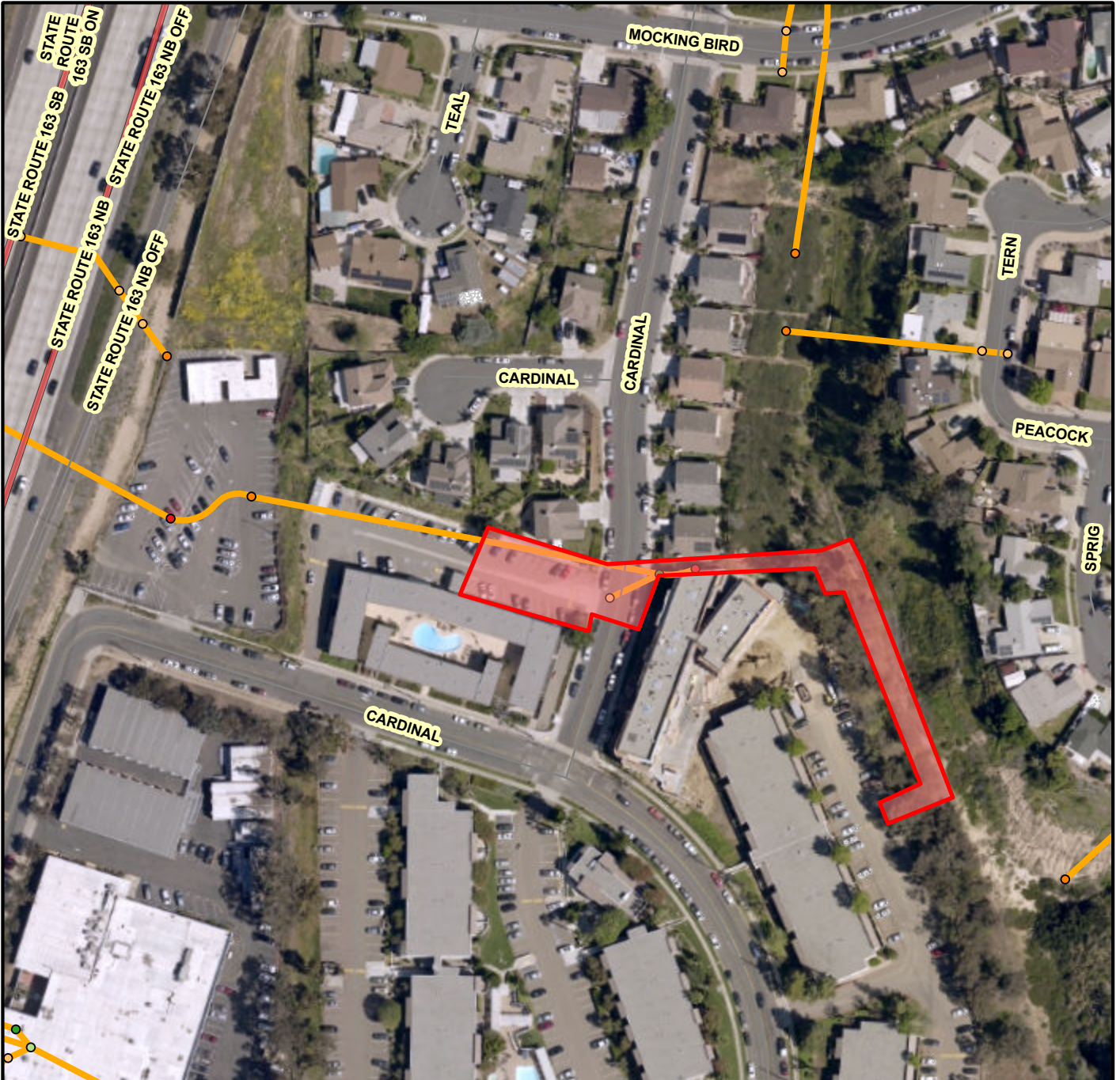
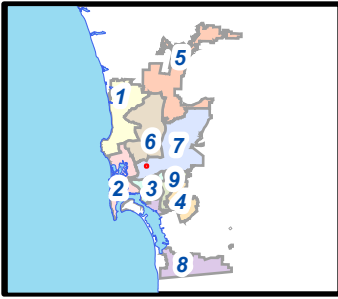
LOCATION MAP

Cardinal Drive Storm Drain Replacement

SENIOR ENGINEER
JONG CHOI
619-533-5493

PROJECT MANAGER
JEFF CRAMOLINE
619-533-3156

FOR QUESTIONS ABOUT THIS PROJECT
Email: engineering@sandiego.gov



Legend

■ Work Area



COMMUNITY NAME: Birdland

COUNCIL DISTRICT: 7

WBS: B19090

Date: December 10, 2018



Revegetation and Long-Term Maintenance at 2395 Cardinal Rd
Exhibit L - Location Map

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EXHIBIT M

SAMPLE CITY INVOICE

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.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / 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%	\$ -
CHANGE ORDER No.					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	Total Billed	\$ -

SUMMARY

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D)	\$ -
F. Less Total Previous Payments	\$ -
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

I certify that the materials have been received by me in the quality and quantity specified

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

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

EXHIBIT N

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project No. / WBS No.: I/O 21004276

Project Name: Emergency Repair of sinkhole and
18-inch CMP – 2395 Cardinal Drive

Project Location-Specific: The project is located at 2395 Cardinal Drive in the Serra Mesa Community Planning Area/Council District 7.

Project Location-City/County: San Diego/San Diego County

Description of nature and purpose of the Project: Recently a notification was received reporting a sinkhole located between two properties at 2395 Cardinal Drive in the Serra Mesa Area. The sinkhole is located on the northwest corner of the property at 2395 Cardinal Road directly adjacent to a 3-story condominium complex. The sinkhole has exposed the outer foundation of the 3-story building and is approximately 20-feet away from an adjacent house. It was determined the sinkhole was caused by a failed storm drain pipe. Immediate repair of the storm drain pipe is necessary to prevent the sinkhole from getting larger or impacting adjacent properties. Due to the depth of the existing storm drain pipe, the pipe will be repaired using a trenchless method such as directional drilling. This method will require the excavation of two pits, upstream and downstream, of the damaged storm drain pipe. The excavations would occur above the current alignment of the pipe. The project area is primarily located within developed and landscaped areas, impacts to biological resources are not anticipated. Revegetation of areas disturbed by project work will be initiated within 90 days of project completion, and will be completed in accordance with the City's Landscape Standards.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego, Public Works Department
Contact: Sean Paver
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3629

Exempt Status: (CHECK ONE)

(X) Statutory Exemptions: Emergency Project – Sec. 21080(b)(4); 15269(b)(c)

Reasons why project is exempt: The emergency repairs are required in order to protect public health, safety and property. This determination is supported by the expert opinion of the City Engineer. The City of San Diego conducted an environmental review which determined that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section (SEC. 21080(b)(4); 15269 (b)(c)), which allows for actions necessary to prevent or mitigate an emergency.

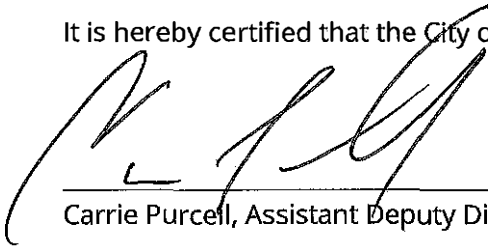
Lead Agency Contact Person: Carrie Purcell

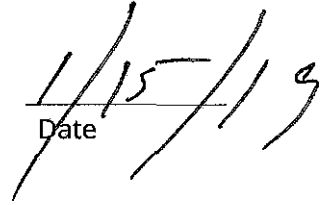
Telephone: (619) 533-5124

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA



Carrie Purcell, Assistant Deputy Director

Date

Check One:

- (X) Signed By Lead Agency
- () Signed by Applicant

Date Received for Filing with County Clerk or OPR:

EXHIBIT O

REVEGETATION PLAN

FIELD ADJUST CONTAINER PLANT LOCATIONS TO ACCOMMODATE EXISTING TREES TO REMAIN.

PLANT QUANTITIES SHOWN FOR EACH SPECIES ARE THE TOTALS REQUIRED FOR THE PLANTING AREA SHOWN ON THIS SHEET.

LIMIT OF ROAD/FILL DISTURBANCE, TYP. AREA TO BE REMOVED, PREVIOUS GRADES TO BE REESTABLISHED, AND AREA TO BE REVEGETATED AS NOTED.

TEMPORARY ACCESS ROAD TO BE REMOVED AND AREA REVEGETATED AS NOTED

TEMPORARY ROAD/SLOPE FILL MATERIALS TO BE REMOVED, AND AREA REVEGETATED

NATIVE REVEGETATION (CONTAINER PLANTS & SEED), AND IRRIGATE WITH OVERHEAD SPRAY SYSTEM, TYP.

EXISTING SLOPE

NATIVE REVEGETATION (CONTAINER PLANTS & SEED), AND IRRIGATE WITH SEPARATE OVERHEAD SPRAY AND DRIP SYSTEMS, TYP.

LIMIT-OF-WORK REVEGETATION/LANDSCAPE

LIMIT-OF-WORK REVEGETATION/LANDSCAPE

NATIVE REVEGETATION (CONTAINER PLANTS & SEED), AND IRRIGATE WITH SEPARATE OVERHEAD SPRAY AND DRIP SYSTEMS, TYP.

TEMPORARY ROAD/SLOPE FILL MATERIALS TO BE REMOVED, AND AREA REVEGETATED

15 MALOSMA LAURINA

25 RHUS INTEGRIFOLIA

19 HETEROMELES ARBUTIFOLIA

125 ERIOGONUM FASCICULATUM

NEW CATCH BASIN OVER EXISTING SD (REFER TO CIVIL PLANS)

EXISTING SD CLEANOUT W/NEW PRECAST CONCRETE RISERS (REFER TO CIVIL PLANS)

NATIVE REVEGETATION (CONTAINER PLANTS & SEED), AND IRRIGATE WITH OVERHEAD SPRAY SYSTEM, TYP.

LIMIT-OF-WORK REVEGETATION/LANDSCAPE

EXISTING IRRIGATION VALVES AND POTENTIAL IRRIGATION POINT-OF-CONNECTION

EXISTING IRONBARK EUCALYPTUS (EUCALYPTUS SIDEROXYLON) AND BLUE GUM (EUCALYPTUS GLOBULUS) TO REMAIN, TYP. ANY SPECIES TO BE REMOVED SHALL BE AS DIRECTED BY THE BIOLOGICAL MONITOR.

TEMPORARY ACCESS ROAD TO BE REMOVED, AND AREA REVEGETATED AS NOTED

EXISTING TRASH BUILDING

MATCHLINE SHEET P-2

33 ENCELIA CALIFORNICA

33 SALVIA MELLIFERA

~~ORNAMENTAL LANDSCAPE REPLACEMENT PLANTING; RESERVE IRRIGATION AND CONNECT TO EXISTING IRRIGATION SYSTEM; TYP.~~

PLANTING PLAN
SCALE: 1"=10'

PLANTING LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME
	ENCELIA CALIFORNICA	BUSH SUNFLOWER
	ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT
	HETEROMELES ARBUTIFOLIA	TOYON
	MALOSMA LAURINA	LAUREL SUMAC
	RHUS INTEGRIFOLIA	LEMONADEBERRY
	SALVIA MELLIFERA	BLACK SAGE

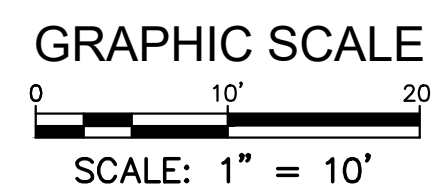
NATIVE REVEGETATION (CONTAINER PLANTS & SEED)

NATIVE REVEGETATION (CONTAINER PLANTS & SEED)

N.I.C. ORNAMENTAL LANDSCAPE REPLACEMENT PLANTING SEE SHEET P-2

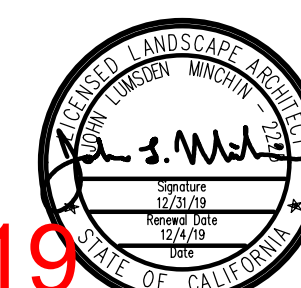
SEE SHEET P-3 FOR PLANT LISTS AND SEED MIX.

SEE SHEETS P-3 AND P-4 FOR REVEGETATION, IRRIGATION, PLANTING AND SEEDING, PLANT ESTABLISHMENT NOTES, SPECIAL PROVISIONS, AND ADDITIONAL REQUIREMENTS.



John L. Minchin
JOHN L. MINCHIN
R.L.A. NO. 22225
EXP. 12-31-19
FOR REVIEW 12-4-19

12/4/2019
DATE



DUDEK

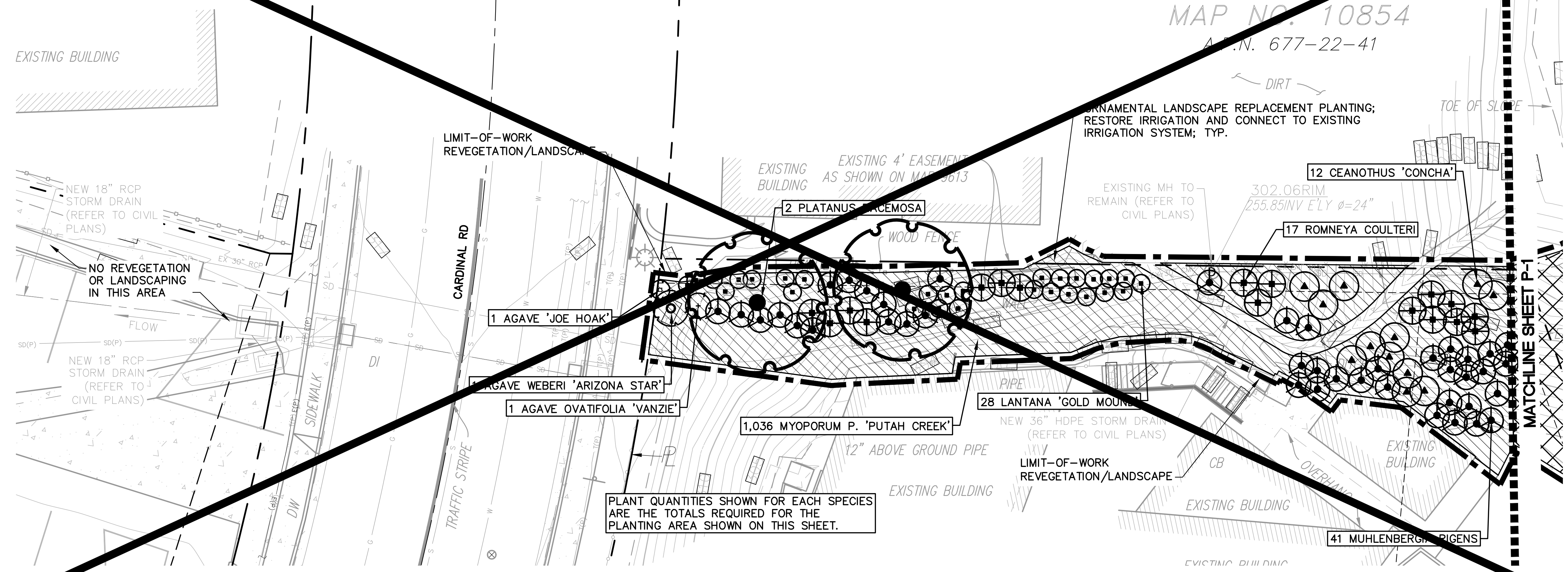
605 Third Street Encinitas, CA 92024 T-(760) 942-5147
Engineering, Planning,
Environmental Sciences and
Management Services

CARDINAL ROAD STORM DRAIN IMPROVEMENTS REVEGETATION				
PLANTING PLAN - EAST				
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 1 OF 7 SHEETS				W.O. No. _____
FOR CITY ENGINEER	DATE	SECTION HEAD		
DESCRIPTION	BY	APPROVED	DATE	FILMED
FILE NAME:	DATE:			
CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION :				PROJECT MANAGER
UNDERGROUND SERVICE ALERT (USA) 1-800-422-4133				DESIGN ENGINEER
AS-BUILT CONTRACTOR INSPECTOR	DATE STARTED	DATE COMPLETED	LAMBERT COORDINATES	
				P-1

AP NO. 9342
P.N. 677-022-28

LOT 7
MAP NO. 10854
A.P.N. 677-22-41

THE PLANTING AREAS SHOWN ON THIS SHEET ARE NOT IN CONTRACT (N.I.C.) AND WILL BE INSTALLED BY OTHERS.

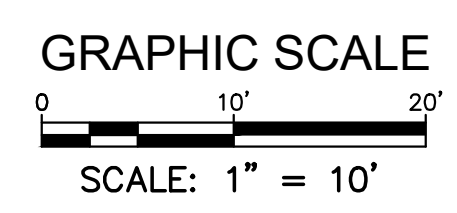


PLANT QUANTITIES SHOWN FOR EACH SPECIES ARE THE TOTALS REQUIRED FOR THE PLANTING AREA SHOWN ON THIS SHEET.

PLANTING PLAN
SCALE: 1"=10'

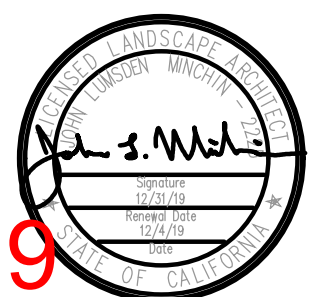
PLANTING LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	
	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	ORNAMENTAL LANDSCAPE REPLACEMENT PLANTING (NO SEED)
	AGAVE 'JOE HOAK' AGAVE OVATIFOLIA 'VANZIE' AGAVE WEBERI 'ARIZONA STAR'	JOE HOAK AGAVE VANZIE WHALE'S TONGUE AGAVE VARIEGATED WEBER AGAVE	NATIVE REVEGETATION (CONTAINER PLANTS & SEED) - SEE SHEET P-1
	CEANOTHUS 'CONCHA'	CONCHA CEANOTHUS	SEE SHEET P-3 FOR PLANT LISTS AND SEED MIX.
	LANTANA 'GOLD MOUND'	GOLD MOUND LANTANA	SEE SHEETS P-3 AND P-4 FOR REVEGETATION, PLANTING AND SEEDING, PLANT ESTABLISHMENT NOTES, SPECIAL PROVISIONS, AND ADDITIONAL REQUIREMENTS.
	MUHLENBERGIA RIGENS	DEERGRASS	
	ROMNEYA COULTERI	MATILJA POPPY	
	MYOPORUM P. 'PUTAH CREEK'	PROSTRATE MYOPORUM	



John L. Minchin
JOHN L. MINCHIN
R.L.A. NO. 2225
EXP. 12-31-19
FOR REVIEW 12-4-19

12/4/2019
DATE



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

CARDINAL ROAD STORM DRAIN IMPROVEMENTS REVEGETATION			
PLANTING PLAN - WEST			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 2 OF 7 SHEETS			W.O. NO. _____
CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION :		SECTION HEAD _____	
FOR CITY ENGINEER	DATE	PROJECT MANAGER _____	
DESCRIPTION	BY	APPROVED	DATE
FILE NAME:	DATE:		
AS-BUILT			
CONTRACTOR INSPECTOR	DATE STARTED	DATE COMPLETED	LAMBERT COORDINATES
			P-2
UNDERGROUND SERVICE ALERT (USA) 1-800-422-4133			

CONTAINER PLANT LIST FOR DISTURBED/ RESTORED SLOPE AREAS*
TOTAL PLANTING AREA = 16,225 SQUARE FEET = 0.37 ACRES

SYMBOL	SCIENTIFIC NAME	COMMON NAME	CONTAINER SIZE	QUANTITY	SPACING (ON-CENTER)
	ENCELIA CALIFORNICA	BUSH SUNFLOWER	1 GALLON	33	GROUPS OF 3 AT 3' O.C.
	ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	1 GALLON	125	GROUPS OF 3 TO 5 AT 6' O.C. (AS SHOWN ON PLAN)
	HETEROMELES ARBUTIFOLIA	TOYON	5 GALLON	16	INDIVIDUALLY AT 12' TO 25' O.C. (AS SHOWN ON PLAN)
	MALOSMA LAURINA	LAUREL SUMAC	5 GALLON	15	20' O.C. AS SHOWN ON PLAN
	RHUS INTEGRIFOLIA	LEMONADEBERRY	5 GALLON	25	15' O.C. AS SHOWN ON PLAN
	SALVIA MELLIFERA	BLACK SAGE	1 GALLON	33	GROUPS OF 3 AT 4' O.C.

NATIVE EROSION CONTROL SEED MIX FOR SLOPE AREAS AND DISTURBED NATIVE AREAS**
TOTAL SEEDING AREA = 16,225 SQUARE FEET = 0.37 ACRES

SCIENTIFIC NAME	COMMON NAME	MIN % PLS***	LBS PER ACRE
AMBROSIA PSYLOSTACHYA	WESTERN RAGWEED	6	3.0
ARTEMISIA CALIFORNICA	COASTAL SAGEBRUSH	10	3.0
BACCHARIS SAROTHRIDES	BROOM BACCHARIS	3	3.0
ENCELIA CALIFORNICA	BUSH SUNFLOWER	25	5.0
EPILOBIUM CANUM SSP. LATIFOLIUM	CALIFORNIA FUCSHIA	27	1.0
ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	10	6.0
ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY	85	2.0
GNAPHALIUM CALIFORNICA	CALIFORNIA EVERLASTING	2	1.0
ISOCOMA MENZIESII	COASTAL GOLDENBUSH	2	1.0
LASTENIA GLABRATA	GOLDFIELDS	85	1.0
LOTUS SCOPARIUS	DEERWEED	85	3.0
NASSELLA PULCHRA	PURPLE NEEDLEGRASS	75	4.0
PLANTAGO ERECTA	PLANTAIN	85	3.0
SALVIA MELLIFERA	BLACK SAGE	40	2.0
TOTAL POUNDS/ACRE			38.0

PLANTING AND SEEDING FOOT NOTES:

- * CONTAINER PLANT TAGS SHALL BE SUBMITTED TO THE RE AND PROJECT BIOLOGIST BEFORE THE INSTALLATION OF CONTAINER STOCK.
- * CONTAINER PLANTS SHALL BE PLACED WITHIN THE SLOPE REVEGETATION AREAS AND THE ORNAMENTAL AREAS AT THE LOCATIONS SHOWN ON THE PLANTING PLANS AND UNDER THE DIRECTION OF THE PROJECT BIOLOGIST. REVEGETATION AREAS WITHIN ANY DRAINAGE EASEMENTS SHALL ONLY BE FROM SEED APPLICATIONS IN NATIVE AREAS AND FROM GROUND COVER PLANTINGS IN ORNAMENTAL AREAS.
- ** SEED TAGS SHALL BE SUBMITTED TO THE RE AND PROJECT BIOLOGIST BEFORE APPLICATION OF SEED.
- ** THE SEED MIX IS COMPRISED OF NATIVE PLANT SPECIES. ANY POTENTIAL SUBSTITUTIONS MUST BE APPROVED BY THE PROJECT BIOLOGIST BEFORE APPLICATION OF SEED.
- ** SOIL SHALL BE PRE-SOAKED WITHIN 3 DAYS OF SEEDING TO A DEPTH OF 6 INCHES, OR AS RECOMMENDED BY THE PROJECT BIOLOGIST BASED UPON SEASONAL CONDITIONS.
- *** %PLS IS THE MINIMUM PERCENT PURE LIVE SEED PER POUND OF SEED. THE PERCENTAGE IS CALCULATED BY MULTIPLYING THE PERCENT SEED PURITY BY THE PERCENT SEED GERMINATION, WHICH SHALL BE THE METHOD USED BY THE PROJECT BIOLOGIST TO DETERMINE SEED QUALITY, UNLESS THE BIOLOGIST SPECIFICALLY REQUESTS A DIFFERENT METHOD TO BE USED. IF THE MINIMUM PERCENT PURE LIVE SEED IS NOT AVAILABLE, THEN THE SEED SUPPLIER SHALL INCREASE THE POUNDAGE OF SEED TO MEET THE DIFFERENCE. IF SOME SPECIES ARE NOT AVAILABLE AT THE TIME OF SEEDING, THEN SUBSTITUTIONS MAY BE CONSIDERED IN CONSULTATION WITH THE PROJECT BIOLOGIST AND THE CITY REPRESENTATIVE.

MHPA GUIDELINES:

THIS PROJECT IS ADJACENT TO THE MHPA AND THE FOLLOWING GUIDELINES SHALL APPLY:

- LIGHTING OF ALL DEVELOPED AREAS ADJACENT TO THE MHPA SHOULD BE DIRECTED AWAY FROM THE MHPA. WHERE NECESSARY, DEVELOPMENT SHOULD PROVIDE ADEQUATE SHIELDING WITH NON-INVASIVE PLANT MATERIALS (PREFERABLY NATIVE), BERMING, AND/OR OTHER METHODS TO PROTECT THE MHPA AND SENSITIVE SPECIES FROM NIGHT LIGHTING.
- PROJECT MUST NOT DRAIN DIRECTLY INTO THE MHPA. ALL DEVELOPED AND PAVED AREAS MUST PREVENT THE RELEASE OF TOXINS, CHEMICAL, PETROLEUM PRODUCTS, EXOTIC PLANT MATERIALS, AND OTHER ELEMENTS THAT MIGHT DEGRADE OR HARM THE NATURAL ENVIRONMENTAL OF ECOSYSTEM PROCESSES WITHIN THE MHPA.
- NO INVASIVE, NON-NATIVE PLANT SPECIES SHOULD BE INTRODUCED INTO AREAS ADJACENT TO THE MHPA.
- USES IN, OR ADJACENT TO THE MHPA SHOULD BE DESIGNED TO MINIMIZE NOISE IMPACTS. EXCESSIVELY NOISY USES OR ACTIVITIES ADJACENT TO BREEDING AREAS MUST INCORPORATE NOISE REDUCTION MEASURES AND BE CURTAILED DURING THE BREEDING SEASON OF SENSITIVE SPECIES. ADEQUATE NOISE REDUCTION MEASURES SHOULD ALSO BE INCORPORATE FOR THE REMAINDER OF THE YEAR.

CONTAINER PLANT LIST FOR DISTURBED ORNAMENTAL AREAS*
TOTAL PLANTING AREA = 2,332 SQUARE FEET = 0.05 ACRES

THE PLANTING AREA CORRESPONDING TO THIS PLANT LIST IS NOT IN CONTRACT (N.I.C.) AND WILL BE INSTALLED BY OTHERS.

SYMBOL	SCIENTIFIC NAME	COMMON NAME	CONTAINER SIZE	QUANTITY	SPACING
N.I.C.					
	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	24" BOX	2	AS SHOWN
	AGAVE 'JOE HOAK'	JOE HOAK AGAVE	5 GALLON	1	AS SHOWN
	AGAVE OVATIFOLIA 'VANZIE'	VANZIE'S TONGUE AGAVE	15 GALLON	1	AS SHOWN
	AGAVE WEBERI 'ARIZONA STAR'	VARIEGATED WEBER AGAVE	15 GALLON	1	AS SHOWN
	CEANOTHUS 'CONCHA'	CONCHA CEANOTHUS	5 GALLON	12	AS SHOWN
	LANTANA 'GOLD MOUND'	GOLD MOUND LANTANA	5 GALLON	28	AS SHOWN
	MUHLENBERGIA RIGENS	DEERGRASS	5 GALLON	41	AS SHOWN
	ROMNEYA COQUETERI	MATILUJA POPPY	5 GALLON	17	AS SHOWN
	MYOPORUM P. 'PUTAH CREEK'	PROSTRATE MYOPORUM	FLATS	1,036 PLANTS	18" ON-CENTER

CONTAINER PLANT PROCEDURES:

- IN ADDITION TO THE HYDROSEED INDICATED IN THE TABLES, CONTRACTOR SHALL SUPPLY AND PLANT THE QUANTITY OF (1) GALLON CONTAINER PLANTS SHOWN ON THE PLANTING PLANS IN TYPICAL #2 NATURAL AREAS, AND PER THE RECOMMENDATION AND UNDER THE DIRECTION OF THE RE AND PROJECT BIOLOGIST. PROJECT BIOLOGIST SHALL CONSIDER THE 120 DAY PEP, AND 25 MONTH MAINTENANCE AND MONITORING PERIOD, SUCCESS CRITERIA, IN THE EVENT THAT ADDITIONAL CONTAINER PLANTS ARE NEEDED TO SUPPLEMENT THE QUANTITY SHOWN ON THE PLANTING PLANS.
- CONTAINER PLANTS SHALL BE PROCURED FROM A NATIVE PLANT NURSERY QUALIFIED TO PROPAGATE AND CARE FOR NATIVE PLANT SPECIES. SOURCE OF ALL PROPAGULES FOR ALL NATIVE CONTAINER PLANT MATERIALS SHALL HAVE ORIGINATED FROM WITHIN THE SAN DIEGO COUNTY COASTAL AREAS TO THE EXTENT PRACTICAL (E.G. WITHIN A 25 MILE RADIUS), OR AS APPROVED BY THE RE AND PROJECT BIOLOGIST.
- CONTAINER PLANT MATERIAL MUST BE DELIVERED TO THE PROJECT SITE AT THE APPROPRIATE TIME, IN A HEALTHY AND VIGOROUS CONDITION AND SHALL HAVE AT LEAST ONE SAMPLE OF EACH PLANT SPECIES BE LABELED CLEARLY WITH BOTANICAL NAME AND COMMON NAME. THE PROJECT BIOLOGIST WILL REJECT ANY PLANT MATERIALS DELIVERED TO THE PROJECT SITE PRIOR TO THE AGREED UPON PLANTING DATE. PLANTS SHALL NOT BE STORED ON SITE FORM MORE THAN ONE DAY. SPECIMENS SHOWING EVIDENCE OF DISEASE, MISHANDLING, DEFECTS OR DAMAGE, OVER OR UNDER-WATERING, OR OTHER DEFICIENCY AT THE TIME OF DELIVERY WILL BE REJECTED.
- CONTAINER PLANTS WILL BE PLACED BY THE CONTRACTOR, PER THE LOCATIONS SHOWN ON THE PLANTING PLANS, AND /OR AS SPECIFIED BY THE PLANTING NOTES, FOR THE REVIEW AND APPROVAL BY THE PROJECT BIOLOGIST PRIOR TO ACTUAL PLANTING. THE SUGGESTED CONTAINER PLANT INSTALLATION PROCEDURE SHALL BE AS SHOWN ON THE PLANTING PLANS, AND /OR AS DIRECTED BY THE RE AND PROJECT BIOLOGIST.

SEE SHEETS P-4 FOR ADDITIONAL REVEGETATION, PLANTING AND SEEDING, PLANT ESTABLISHMENT NOTES, SPECIAL PROVISIONS, AND ADDITIONAL REQUIREMENTS.

JOHN L. MINCHIN
R.L.A. NO. 2225
EXP. 12-31-19
FOR REVIEW 12-4-19

12/4/2019
DATE



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

CARDINAL ROAD STORM DRAIN IMPROVEMENTS REVEGETATION			
PLANT LISTS AND SEED MIXES			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 3 OF 7 SHEETS			W.O. No. _____
CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION :	FOR CITY ENGINEER	DATE	SECTION HEAD
DESCRIPTION	BY	APPROVED	DATE
FILE NAME:	DATE:		FILMED
			PROJECT MANAGER
			DESIGN ENGINEER
			LAMBERT COORDINATES
AS-BUILT	CONTRACTOR	DATE STARTED	
INSPECTOR		DATE COMPLETED	
UNDERGROUND SERVICE ALERT (USA) 1-800-422-4133			P-3

GENERAL REVEGETATION NOTES:

- REVEGETATION OF THE PROJECT AREA SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SAN DIEGO LANDSCAPE STANDARDS AND CITY SPECIFICATIONS UNDER THE DIRECTION OF THE RESIDENT ENGINEER (RE) AND PROJECT BIOLOGIST.
- BEFORE INITIATION OF REVEGETATION ACTIVITIES, THE UPPER 4- TO 6-INCHES (4"-6") OF SOIL WITHIN THE DISTURBED AREAS TO BE REVEGETATED SHALL BE TILLED TO THE SATISFACTION OF THE PROJECT BIOLOGIST. ALL BMPS, INCLUDING FIBER ROLLS AND SILT FENCING, SHALL REMAIN IN PLACE, AND/OR SHALL BE RE-INSTALLED AFTER TILLING TO THE SATISFACTION OF THE CITY AND THE PROJECT BIOLOGIST.
- BEFORE TO REVEGETATION AND/OR PLANT INSTALLATION, THE PROJECT BIOLOGIST SHALL PROVIDE WRITTEN RECOMMENDATIONS TO THE RE AS TO ANY ADDITIONAL SOIL AMENDING THAT MIGHT BE NECESSARY.
- SEED MIX AND/OR CONTAINER STOCK USED FOR EROSION CONTROL AND ON SLOPES SHALL ACHIEVE 50% VEGETATIVE COVER AND 100% CONTAINER PLANT SURVIVAL (AND/OR AS APPROVED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE BASED ON SITE CONDITIONS IF LESSER % COVERAGE IS DEEMED ACCEPTABLE) WITHIN 25 MONTHS OF BEING INSTALLED AFTER THE 120 DAY PLANT ESTABLISHMENT PERIOD (PEP). AT THE END OF YEAR 1, PLANT COVERAGE SHALL MEET 50% COVERAGE, AND 100% CONTAINER PLANT SURVIVAL AS VERIFIED BY THE PROJECT BIOLOGIST (TABLE 1).
- REVEGETATION OF MANUFACTURED SLOPES AND OTHER DISTURBED AREAS ADJACENT TO AREAS OF NATIVE VEGETATION SHALL BE ACCOMPLISHED IN A MANNER SO AS TO PROVIDE VISUAL AND HORTICULTURAL COMPATIBILITY WITH THE INDIGENOUS NATIVE PLANT MATERIALS.
- INVASIVE PLANT SPECIES INCLUDING BUT NOT LIMITED TO THOSE LISTED IN THE CITY'S LANDSCAPE STANDARDS ARE PROHIBITED AND SHALL BE ERADICATED AND REMOVED BY CONTRACTOR AND NATIVE PLANT SPECIES SHALL BE USED IN NATURALIZED AREAS.
- REVEGETATION AND EROSION CONTROL TIMING - ALL REQUIRED REVEGETATION AND EROSION CONTROL SHALL BE COMPLETED WITHIN 30 CALENDAR DAYS OF THE COMPLETION OF GRADING OR DISTURBANCE IN ORDER TO START THE 120 DAY PEP, OR AS RECOMMENDED BY THE RE AND THE PROJECT BIOLOGIST.
- ALL SLOPES 2:1 OR GREATER SHALL REQUIRE BIODEGRADABLE EROSION CONTROL BLANKET OR OTHER SLOPE PROTECTION METHODS PROVIDED BY CONTRACTOR AS RECOMMENDED BY THE PROJECT BIOLOGIST PRIOR TO THE INSTALLATION OF THE REVEGETATION, OR IN THE EVENT OF SLOPE OR RESTORATION FAILURE. ALL MULCH GROUND COVER USED SHALL BE CREATED FROM ONSITE VEGETATION, IF FEASIBLE AND SHALL BE CLEAN, FREE FROM WEEDS, SEEDS, AND DEBRIS AS CERTIFIED BY THE SUPPLIER, AS APPLICABLE.
- CONTRACTOR SHALL CORRECT ALL SOIL EROSION, AND SHALL REPAIR AND/OR REPLACE ALL ABOVE GROUND EROSION CONTROL BMPS DAMAGED DURING THE 120 DAY PEP AND THROUGHOUT THE 25 MONTH MAINTENANCE AND MONITORING PERIOD. ANY ABOVE GROUND EROSION CONTROL MEASURES SUCH AS BUT NOT LIMITED TO SILT FENCING, GRAVEL BAGS, FIBER ROLLS AND/OR HAY BALES SHALL BE REMOVED BY THE CONTRACTOR FOLLOWING ACCEPTANCE OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD BY THE RE AND PROJECT BIOLOGIST. ALL HAY/STRAW PRODUCTS SHALL BE UN-DECAYING, CLEAN AND FREE OF WEEDS, SEEDS, AND DEBRIS.
- ORANGE CONSTRUCTION FENCE SHALL BE INSTALLED AND MAINTAINED BY CONTRACTOR AT THE INSTALLATION OF ALL REVEGETATION PLANT MATERIALS THROUGH THE 120 DAY PEP, AND UNTIL THE END OF THE 25 MONTHS MAINTENANCE AND MONITORING PERIOD. FOLLOWING ACCEPTANCE OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST, THE CONTRACTOR SHALL REMOVE ALL ORANGE FENCING. ALL EXISTING TRAILS AND ACCESS PATHS SHALL BE LEFT OPEN AND UN-VEGETATED FOR THE PUBLIC AND MAINTENANCE CREWS.
- CONTRACTOR SHALL REMOVE ALL TRASH AND/OR DEBRIS FROM THE REVEGETATION SITE PRIOR TO AND FOLLOWING THE REVEGETATION INSTALLATION, AND UNTIL THE END OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD. CONTRACTOR SHALL REMOVE ALL BMPS, FENCING, TEMPORARY IRRIGATION LINES, AND APPURTENANCES AS DIRECTED BY AND FOLLOWING ACCEPTANCE OF REVEGETATION BY THE RE AND THE CITY REPRESENTATIVE.

TABLE 1: SUCCESS CRITERIA*

PARAMETER	PERCENT NATIVE VEGETATION COVER HYDROSEED		PLANT SURVIVAL CONTAINER PLANTS**	
	YEAR 1:	25 MONTHS:	YEAR 1:	25 MONTHS:
PERFORMANCE STANDARD DISTURBANCE AREA	50 PERCENT	70 PERCENT	100 PERCENT	80 PERCENT

* SEE GENERAL REVEGETATION NOTE #4 IF LOWER PERCENTAGES ARE ACCEPTABLE AND APPROVED BY PROJECT BIOLOGIST. AT THE END OF YEAR 1, PLANNED VEGETATIVE COVERAGE FROM HYDROSEED SHALL MEET 50% VEGETATIVE COVERAGE, AND SURVIVAL OF CONTAINER PLANTS SHALL MEET 100%. AT THE END OF 25 MONTHS, PLANNED VEGETATIVE COVERAGE FROM HYDROSEED SHALL MEET 100% VEGETATIVE COVERAGE AND SURVIVAL OF CONTAINER PLANTS SHALL MEET 80%. WEED COVER SHALL NOT EXCEED 10% AT ACCEPTANCE.

** CONTAINER PLANTS NOT MEETING PLANT SURVIVAL SUCCESS CRITERIA, AS VERIFIED AND RECOMMENDED BY THE PROJECT BIOLOGIST, SHALL BE REPLACED IN LIKE KIND AND SIZE, AND SHALL BE MAINTAINED AT CONTRACTOR'S EXPENSE UNTIL THE SUCCESS CRITERIA HAS BEEN MET.

SEED MIXES:

- THE SEED MIXES IN THE TABLES IDENTIFIED HEREIN SHALL BE APPLIED IN ALL DISTURBED AREAS, AS SHOWN ON THE PLANTING PLANS. THE SEED SHALL BE INSTALLED VIA HYDROSEED METHODS, UNLESS OTHERWISE DIRECTED BY THE RE AND THE PROJECT BIOLOGIST. SEED APPLIED BETWEEN NOVEMBER - MARCH SHALL INCLUDE A SOIL BINDER AS SPECIFIED RE AND THE PROJECT BIOLOGIST. ADDITIONAL EROSION CONTROL PROTECTIVE MEASURES MAY BE REQUIRED, AS APPROVED BY THE RE AND THE PROJECT BIOLOGIST.
- ALL SEEDS SHALL MEET THE MINIMUM % PURE LIVE SEED (PLS) AS NOTED IN TABLES. IF THE MINIMUM % PLS COUNT CANNOT BE MET CONTRACTOR SHALL COORDINATE AND OBTAIN WRITTEN APPROVAL FROM THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE.
- ALL SEEDS AND CONTAINER PLANTS SHALL HAVE ORIGINATED FROM WITHIN THE COASTAL SAN DIEGO COUNTY AREA, OR CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE SEED AND/OR CONTAINER PLANTS ARE NOT AVAILABLE AND SHALL NOTIFY THE CITY REPRESENTATIVE AND THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE. CONTRACTOR SHALL SUBMIT ALL SEED TAGS FOR SEED PRODUCTS TO BE USED WITHIN THE PROJECT TO THE RE AND PROJECT BIOLOGIST FOR APPROVAL PRIOR TO APPLICATION. ALL SEED TAGS FROM MATERIALS ACTUALLY APPLIED SHALL BE RETAINED BY THE CONTRACTOR AND SHALL BE TURNED OVER TO THE PROJECT BIOLOGIST IN ORDER TO VERIFY COMPLIANCE WITH THE SPECIFIED MATERIALS.

HYDROSEED PROCEDURES:

- SEEDING SHALL OCCUR ONLY AFTER THE PROJECT BIOLOGIST HAS OBSERVED AND APPROVED THAT THE SITE HAS BEEN PROPERLY PREPARED.
- ONLY AS DIRECTED BY THE RE AND PROJECT BIOLOGIST ADDITIONAL HYDROSEED COMPONENTS MAY BE INSTALLED, WHICH MAY INCLUDE BUT MIGHT NOT BE LIMITED TO, THE FOLLOWING: TYPE 9 MULCH (WOOD FIBER) OR BONDED FIBER MATRIX (BFM) SHALL BE APPLIED AT THE MINIMUM RATE OF 1,500 POUNDS PER ACRE; HYDROPOST PREMIUM COMPOST, OR EQUAL, SHALL BE APPLIED AT THE MINIMUM RATE OF 1,000 POUNDS PER ACRE; BIOSOL MIX 7-2-3 ORGANIC FERTILIZER, OR EQUAL, SHALL BE APPLIED AT THE MINIMUM RATE OF 800 POUNDS PER ACRE; AM 120 MYCORRHIZAL INOCULUM, OR EQUAL, SHALL BE APPLIED AT THE MINIMUM RATE OF 60 POUNDS PER ACRE.
- TYPE 9 MULCH (WOOD FIBER) OR BFM AND HYDROPOST COMPOST SHALL BE UNIFORMLY SPREAD AND "TACKED" WITH TYPE 10 MULCH (STABILIZING EMULSION) BINDER AT A MINIMUM RATE OF 150 LBS PER ACRE. THE BINDER SHALL BE AN ORGANIC DERIVATIVE OR PROCESSED ORGANIC ADHESIVE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
- A WETTING AGENT CONSISTING OF ONE TON PER ACRE AGRICULTURAL GYPSUM (95% ALKYL POLYETHYLENE GLYCOL ETHER OR AS APPROVED BY THE BIOLOGIST) SHALL BE APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS, OR AS RECOMMENDED BY THE BIOLOGIST.
- EQUIPMENT USED FOR THE APPLICATION OF THE HYDROSEED SLURRY MIX SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENOUSLY MIX THE SLURRY, THE SLURRY MIX SHALL BE DYED GREEN. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY AT THE RATES INDICATED.

MAINTENANCE REQUIREMENTS:

- REVEGETATION AREAS SHALL BE MAINTAINED FOR A PERIOD OF NOT LESS THAN 25 MONTHS (TABLE 2) OR AS DETERMINED BY THE RE AND PROJECT BIOLOGIST. ALL REVEGETATED AREAS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL APPROVAL BY THE CITY AT THE END OF THE 25 MONTH PERIOD, OR EXTENDED MAINTENANCE PERIOD IF PROJECT DOES NOT MEET THE PERFORMANCE STANDARDS. THE MAINTENANCE PERIOD BEGINS ON THE FIRST DAY FOLLOWING INSTALLATION ACCEPTANCE (AT THE END OF 120 DAY PEP) AND MAY BE EXTENDED AT THE DETERMINATION OF THE CITY REPRESENTATIVE AND RE.
- PRIOR TO FINAL APPROVAL, THE CITY REPRESENTATIVE MAY REQUIRE CORRECTIVE ACTION BE TAKEN, INCLUDING BUT NOT LIMITED TO, WEED ERADICATION AND REMOVAL, REPLANTING, THE MODIFICATION TO THE IRRIGATION SYSTEMS, AND THE REPAIR OF ANY SOIL EROSION OR SLOPE SLIPPAGE, IN CONSULTATION WITH THE CITY AND THE PROJECT BIOLOGIST.
- THE 120 DAY PEP FOLLOWS SUCCESSFUL COMPLETION OF THE HYDROSEED APPLICATION AND PLANT INSTALLATION. THE PEP AND START OF 25-MONTH MAINTENANCE PERIOD, AS WELL AS ACCEPTANCE FOLLOWING THE MAINTENANCE PERIOD, SHALL BE DETERMINED BY THE CITY REPRESENTATIVE IN CONSULTATION WITH PROJECT BIOLOGIST.
- WEEDING, HERBICIDE, AND/OR PESTICIDE APPLICATION SHALL BE DONE REGULARLY BY THE CONTRACTOR. WEEDING SHALL BE DONE AT A MINIMUM OF BI-WEEKLY UNTIL THE END OF THE 120 DAY PEP, AND MONTHLY THEREAFTER THROUGHOUT THE 25 MONTH MAINTENANCE PERIOD. WEEDS SHALL BE REMOVED AND PROPERLY DISPOSED OF OFFSITE. CONTRACTOR SHALL OBTAIN APPROVAL FROM CITY REPRESENTATIVE AND PROJECT BIOLOGIST PRIOR TO HERBICIDE/PESTICIDE APPLICATIONS, AND SHALL APPLY HERBICIDE/PESTICIDE PER MANUFACTURER'S RECOMMENDATIONS AND PER ANY STATE OF CALIFORNIA GUIDELINES. CONTRACTOR MUST POSSESS A VALID STATE PESTICIDE AND/OR HERBICIDE LICENSE AT ALL TIMES.
- CONTRACTOR SHALL CONTROL ALL WEEDS AS IDENTIFIED BY THE PROJECT BIOLOGIST, SUCH THAT NO WEED COVER EXCEEDS 10% OF THE PROJECT SITE AT ANY TIME, BEFORE THEY EXCEED TWELVE INCHES (12") IN HEIGHT, AND BEFORE THEY SET SEED. AREAS WHERE WEEDING CREATES IN EXCESS OF 25 SQUARE FEET OF BARE SOIL DISTURBANCE SHALL BE REPLANTED/RESEEDED AND MAINTAINED BY CONTRACTOR PER THE DIRECTION OF THE PROJECT BIOLOGIST.
- EXOTIC/NON-NATIVE INVASIVE PLANT SPECIES SHALL BE REMOVED AND/OR TREATED AND SHALL INCLUDE THOSE LISTED IN THE CITY OF SAN DIEGO LANDSCAPE STANDARDS AS INVASIVE PLANT SPECIES AND 2) BY THE CALIFORNIA INVASIVE PLANT COUNCIL (CAL-IPC) AS HIGHLY INVASIVE.
- DURING THE DURATION OF THE PROJECT THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE PROJECT SITE IN ACCORDANCE WITH THE CITY'S BRUSH MANAGEMENT REQUIREMENTS.

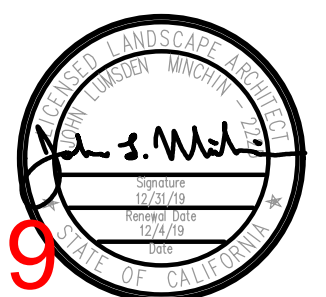
TABLE 2: SUMMARY AND SCHEDULE FOR MAINTENANCE, MONITORING, AND REPORTING FOR PROJECT

PERIOD	ACTIVITY FOR PROJECT BIOLOGIST/CONTRACTOR	BIOLOGIST SITE VISIT FREQUENCY	SUBMITTALS/CHECKLIST	REPORTING FREQUENCY
REVEGETATION INSTALLATION	PROJECT BIOLOGIST WILL BE RESPONSIBLE FOR MONITORING. LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE	AS NEEDED OR AT LEAST ONCE EVERY TWO WEEKS.	REPORTS PREPARED BY THE BIOLOGIST (BASED ON THE REVEGETATION PLAN CRITERIA)	AT SUCCESSFUL INSTALLATION (AS DETERMINED BY THE PROJECT BIOLOGIST)
120 DAY PEP	PROJECT BIOLOGIST WILL BE RESPONSIBLE FOR MONITORING. LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE	MONTHS 1 & 2 - BIWEEKLY, MONTHS 3 & 4 - AT LEAST ONCE A MONTH	REPORTS PREPARED BY THE BIOLOGIST (BASED ON THE REVEGETATION PLAN CRITERIA)	AT THE END OF THE PEP**
25 MONTH LONG TERM MAINTENANCE & MONITORING	PROJECT BIOLOGIST WILL BE RESPONSIBLE FOR MONITORING. LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE	EVERY 3 MONTHS	REPORTS PREPARED BY THE BIOLOGIST (BASED ON THE REVEGETATION PLAN CRITERIA)	EVERY 3 MONTHS FOR THE FIRST 9 MONTHS YEAR 1** 25 MONTHS***

NOTE: IF 25 MONTH SUCCESS CRITERIA ARE NOT MET, THE MAINTENANCE AND MONITORING (M&M) PROGRAM WILL BE EXTENDED AS REQUIRED. QUARTERLY MAINTENANCE AND MONITORING WITH YEARLY REPORTING SHALL CONTINUE AS NEEDED.

*** PEP, YEAR 1 AND 25 MONTH FINAL REPORT(S) REQUIRED TO INCLUDE ABOVE INFORMATION.

John L. Minchin
 JOHN L. MINCHIN
 R.L.A. NO. 2225
 EXP. 12-31-19
 DATE 12/4/2019



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

CARDINAL ROAD STORM DRAIN IMPROVEMENTS REVEGETATION			
REVEGATATION NOTES AND PROVISIONS			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 4 OF 7 SHEETS			W.O. NO. _____
CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION :		FOR CITY ENGINEER _____ DATE _____	SECTION HEAD _____
DESCRIPTION	BY	APPROVED	DATE
FILE NAME:	DATE:		
AS-BUILT			
CONTRACTOR INSPECTOR _____	DATE STARTED _____	DATE COMPLETED _____	LAMBERT COORDINATES _____
UNDERGROUND SERVICE ALERT (USA) 1-800-422-4133			P-4