

ENGINEER OF WORK

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



For City Engineer



Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

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

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

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Water Group 968**, for additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,750,000**.
4. **BID DUE DATE AND TIME ARE: APRIL 24, 2020 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A** or **C34**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	8.1%
2. ELBE participation	14.2%
3. Total mandatory participation	22.3%

7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:

7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR

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

GFE shall be submitted to:
Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Ron McMinn

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Ron McMinn

OR:

RMcMinn@sandiego.gov

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

10. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring or emulsion aggregate slurry shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 1-7.2., "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.11 WORKERS' COMPENSATION INSURANCE. Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.

10.1. Partial Release of Performance Bond and Labor and Materialmen's Bond: For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, Appendix K.

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

12. ADDITIVE/DEDUCTIVE ALTERNATES:

12.1 The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

12.2 For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at:

<http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice

If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) 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. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "SELF- PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE,

DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

 - 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
 - 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified

amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
 - 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
 - 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
 - 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
 - 19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM the next business day after the bid opening date, the first five apparent low bidders must provide the City with the original bid security.

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

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

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

- 21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made

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

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

22. THE CONTRACT:

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

- 23. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms

(e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

KTA Construction, Inc., a corporation, as principal, and Atlantic Specialty Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Three Million Eight Hundred Eighty Seven Thousand Four Hundred Five Dollars and Zero Cents (\$3,887,405.00), for the faithful performance of the annexed contract, and in the sum of Three Million Eight Hundred Eighty Seven Thousand Four Hundred Five Dollars and Zero Cents (\$3,887,405.00) for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

The Surety shall not utilize 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.

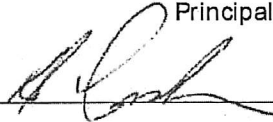
PERFORMANCE BOND, LABOR AND MATERIAL MEN'S BOND (continued)

Dated February 4, 2021

Approved as to Form

KTA Construction Inc.

Principal

By 

Kennard J. Anderson

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 
Deputy City Attorney

See Attached Rider

Surety


By _____

Attorney-in-fact

Approved:

6303 Owensmouth Ave, 10th Floor

Local Address of Surety

By 

Stephen Samara

Principal Contract Specialist

Engineering & Capital Projects Department

Woodland Hills, Ca 91367

Local Address (City, State) of Surety

(248) 281-0281

Local Telephone No. of Surety

Premium \$ 30,614.00

Bond No. 800041166

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego



On September 28, 2020 before me, Maria Guise, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~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 Maria Guise
Signature of Notary Public Maria Guise



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing:
Surety Company

Signer's Name: _____

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



Signer is Representing:

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Lawrence F. McMahon**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

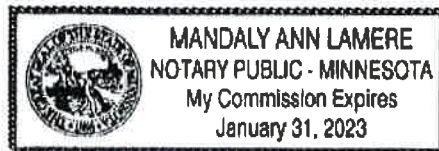
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of September, 2020.



This Power of Attorney expires
January 31, 2023

Christopher V. Jerry, Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Consturction of Water Group 968 consists of the installation of 7927 Linear Feet of 8", 12" and 16" of water mains, fire hydrants and other appurtenances shown on these plans and specifications.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **38719-01-D** through **38719-26-D**, excluding **38719-20-D**.

2. **ADDITIONAL SCOPE OF WORK:** If "Additive Alternate A – Storm Drain Group 968" is awarded, construction will include the installation in of 154 LF of Reinfocred concrete pipe (RCP) storm drain, one type B curb inlet, one concrete energy dissipater, cut off walls and all other appurtenances shown on the plans and specifications.
 - 2.1. The Work shall be performed in accordance with:
 - 2.1.1. **38719-20-D**

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

See **Appendix E – Location Map**

4. **CONTRACT TIME:** The Contract Time for completion of the Work,including the Plant Establishment Period, shall be **260 Working Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1.** Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - 1.1.1.** Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."
- 1.2.** Contractor's failure to perform any of the following may result cancelling the award of the Contract:
 - 1.2.1.** Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2.** Agreeing to a Phased Funding Schedule within **5** days of meeting with the City's Project Manager.

2. POST-AWARD

- 2.1.** Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- 2.2.** The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-20-1935-DBB-3

CONTRACT OR TASK TITLE: WATER GROUP 968

CONTRACTOR: KTA CONSTRUCTION Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	All activities associated with the contract and specifications shall be completed in one phase	NTP	NOC	\$3,887,405.00
Contract Total				\$3,887,405.00

Notes:

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

CITY OF SAN DIEGO

PRINT NAME: Nabil Batta
Construction Senior Engineer

Signature: [Signature]

Date: 10/12/2020

CONTRACTOR

PRINT NAME: KENNY ANDERSON

Title: VICE PRESIDENT

Signature: [Signature]

Date: 10/09/2020

PRINT NAME: Nicole Salem
Design Senior Engineer

Signature: [Signature]

Date: 10/1/2020

ATTACHMENT C
RESERVED

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
 - 1.3. **Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City’s web-based

Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

1.3.1. Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

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

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

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

1.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

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

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. Seq The only recognized exemptions are listed below:

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

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11 above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **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 its entirety and SUBSTITUTE with the following:

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

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

The **Normal Working Hours** are **8:30 AM** to **3:30 PM**.

To the "WHITEBOOK", ADD the following:

108. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.
109. **Acceptance of Work** – When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.

110. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.

1-7.1.3

Requests for Information (RFI). To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 2 - SCOPE OF THE WORK

2-2

PERMITS, FEES, AND NOTICES. To the “WHITEBOOK”, ADD the following:

2. The City will obtain, at no cost to you, the following permits:
 - a) Coastal Development Permit
 - b) Site Development Permit

SECTION 3 – CONTROL OF THE WORK

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

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

3-8.7 Contractor’s Quality Control Plan (QCP). To the “WHITEBOOK”, ADD the following:

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

3-8.7.1 QCP Submittal. To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report)
 - d) Material quality control testing plan
 - e) Documentation of quality control activities
 - f) Procedures for corrective action when quality control and/or acceptance criteria are not met
 - g) If paving Work will be in areas prone to shade, provide curing time of product

3-8.7.4 Documentation. To the “WHITEBOOK”, item 3, section “a”, subsection “viii”, DELETE in its entirety and SUBSTITUTE with the following:

- viii. Documentation that the following have been verified to be in compliance:
 - Proper storage of materials and equipment.
 - Proper operation of all equipment.
 - Adherence to plans and technical specifications.
 - Review of quality control tests.
 - Safety inspection.
 - Mixing properties of products against the approved submittal limits.

3-12.7 Drinking Water Discharges Requirements. To the “WHITEBOOK”, ADD the following:

1. You shall record the results for each discharge event on the City’s Drinking Water Discharge Monitoring form included as **Appendix G - Monthly Drinking Water Discharge Monitoring Form.**

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 shall 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 warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

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

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
 - d) 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

SECTION 4 - CONTROL OF MATERIALS

4-3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

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

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

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

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.

5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.

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

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.

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", items 2 and 3, DELETE in its entirety and SUBSTITUTE with the following:

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent

to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) 72 hours in advance of the scheduled resurfacing.

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

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.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, item 1, subsection “s”, DELETE in its entirety and SUBSTITUTE with the following:

- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - i. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
 - ii. See also the “Cash Flow Forecast Example” at the location below:

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

To the “WHITEBOOK”, ADD the following:

- 3. The **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.

6-6.1.1 Environmental Document.

1. The City of San Diego anticipates finalizing **Amendment to the Mitigated Negative Declaration for Water Group 968**, Project No. **B-14099** as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption]** as set forth in **Appendix A**.

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.4.1 Payment. To the "WHITEBOOK", ADD the following:

4. The cost for mobilization excludes the costs for all mobilization and demobilization Work associated with each paving phase. The costs for all mobilization and demobilization Work associated with each paving phase shall be paid in accordance with 306-1.2.1, "Payment".

7-3.5.1 General. To the "WHITEBOOK", ADD the following:

2. Unit Bid prices for "Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)" shall not be subject to adjustment regardless of quantity used or if none is used

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 209 – PRESSURE PIPE

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

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

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

301-1.6 Preparatory Repair Work. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

ADD the following:

13. Asphalt concrete shall be Type III and shall not exceed 15% RAP in accordance with 203-6.3.1, "General".

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.

302-4.12.2 Application. To the "WHITEBOOK", item 1, ADD the following:

- c) RPMS shall only be placed when ambient temperature is 50° F or higher.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1.1 High-line Phasing.

1. Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:
 - a) Phase I: Site 2, Kellogg Wy from Silvergate Av to end
 - b) Phase II: Site 4, Whitman St from Taylor to end
 - c) Phase III: Site 7, Alley Block 136 from Redwood St to Quince St
 - d) Phase IV: Site 8, Laurel St from Roseview St to Highland Av
 - e) Phase V: site 9C, Sycamore St from Tulip to Violet
 - f) Phase VI: Site 9C, Shamrock St from Sycamore to end
 - g) Phase VII: Site 11, Scimitar from Winnett St to Broadway

ADD:

306-1.2 Phased Paving.

1. You shall implement phased paving, when directed and approved by the Engineer.
2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Calendar Days** after the Engineer's notification. Plan and schedule your Work accordingly to ensure each phase is complete.
3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
 - a) Installation of mains and appurtenances.
 - b) Operational checks and testing.
 - c) Mains are in service.
 - d) Trench restoration.
 - e) Road surface preparatory Work.
 - f) Installation of concrete sidewalks and curb ramps.
 - g) Adjustments of gate valves and manholes, survey monuments and utility boxes.
4. You may propose to change the limits of the determined phasing, in writing, for the Engineer's review and approval. If approved, there shall be no additional costs to the City. No additional Working Days will be granted for delays due to the City's

review and approval of your proposed change and due to the implementation of that proposed change.

5. You may use multiple crews to complete each phase of paving.

ADD:

306-1.2.1 Payment.

1. The payment for all Work associated with Phased Paving shall be included in the Bid item for each "Phased Paving" area. This payment shall include the costs for all mobilization and demobilization for resurfacing and striping associated with each paving phase regardless of the paving operation. No additional payment shall be made regardless of the number of mobilizations and demobilizations required to complete that phase.

306-7.8.2.1 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

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

306-8.5.4 High Deflection Coupling.

1. High deflection couplings shall be constructed in accordance with the Plans and Reference Specifications. Working Drawings prepared by a Civil or Structural Engineer registered in the State of California shall be submitted in accordance with 3-8.2, "Working Drawings" for any proposed additional high deflection couplings not indicated on the Plans and Reference Specifications.

SECTION 402 – UTILITIES

402-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

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

402-8 PAYMENT. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. With the Resident Engineer's approval, compensation for each existing utility pothole that is not shown on the Plans but marked out by USA shall be included in the Bid item for "Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)". Potholing for existing utilities that have been shown on the Plans shall be included in the Contract Price.

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

601-2.1.2 Engineered Traffic Control Plans (TCP). To the "WHITEBOOK", ADD the following:

5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) Site 4 – Taylor Street and hwitman Street
 - b) Site 3 – Entrance to US Navy Traing Center at North Harbor Drive

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 900 – MATERIALS

900-2.3 **Payment.** To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for furnishing materials for your connection, cut and plug, and cut-in Work shall cover all necessary materials (fittings and hardware, excluding valves and pipes), delivery, and unloading. The payment shall be included within the Bid item of the Work involved and no separate payment for furnishing those materials shall be made. The payment for furnishing valve and pipe materials for your connection, cut and plug, and cut-in Work shall be included in the separate Bid items for each valve and pipe.

SECTION 901 – INSTALLATION AND CONNECTION

901-1.1 **General.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department's staff as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
 - a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
 - b) Distribution Mains (less than 16 inches) – Freddy Porter (619-527-7539)
 - c) Water Facilities – Tatyana Fikhman (619-527-7465)

901-2.2.1 **General.** To the “WHITEBOOK”, item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. The Engineer will coordinate all interactions between you and the City Water Operations Division, the City Water Quality Laboratory, and other City organizations. Upon your request, the Engineer shall notify the City's Public Utilities Department as noted below which shall be required at least 20 Working Days prior to the beginning of Work that involves shutting down pipelines, high-lining, cutting and plugging of, or making connection to the existing water mains.
 - a) Transmission Mains (16 inches and larger) – Jesus Ramos (619-527-7438)
 - b) Distribution Mains (less than 16 inches) – Freddy Porter (619-527-7539)
 - c) Water Facilities – Tatyana Fikhman (619-527-7465)

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**.
-

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

ADDENDUM TO A MITIGATED NEGATIVE DECLARATION

THIS DOCUMENT WILL BE ISSUED THROUGH AN ADDENDUM

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast

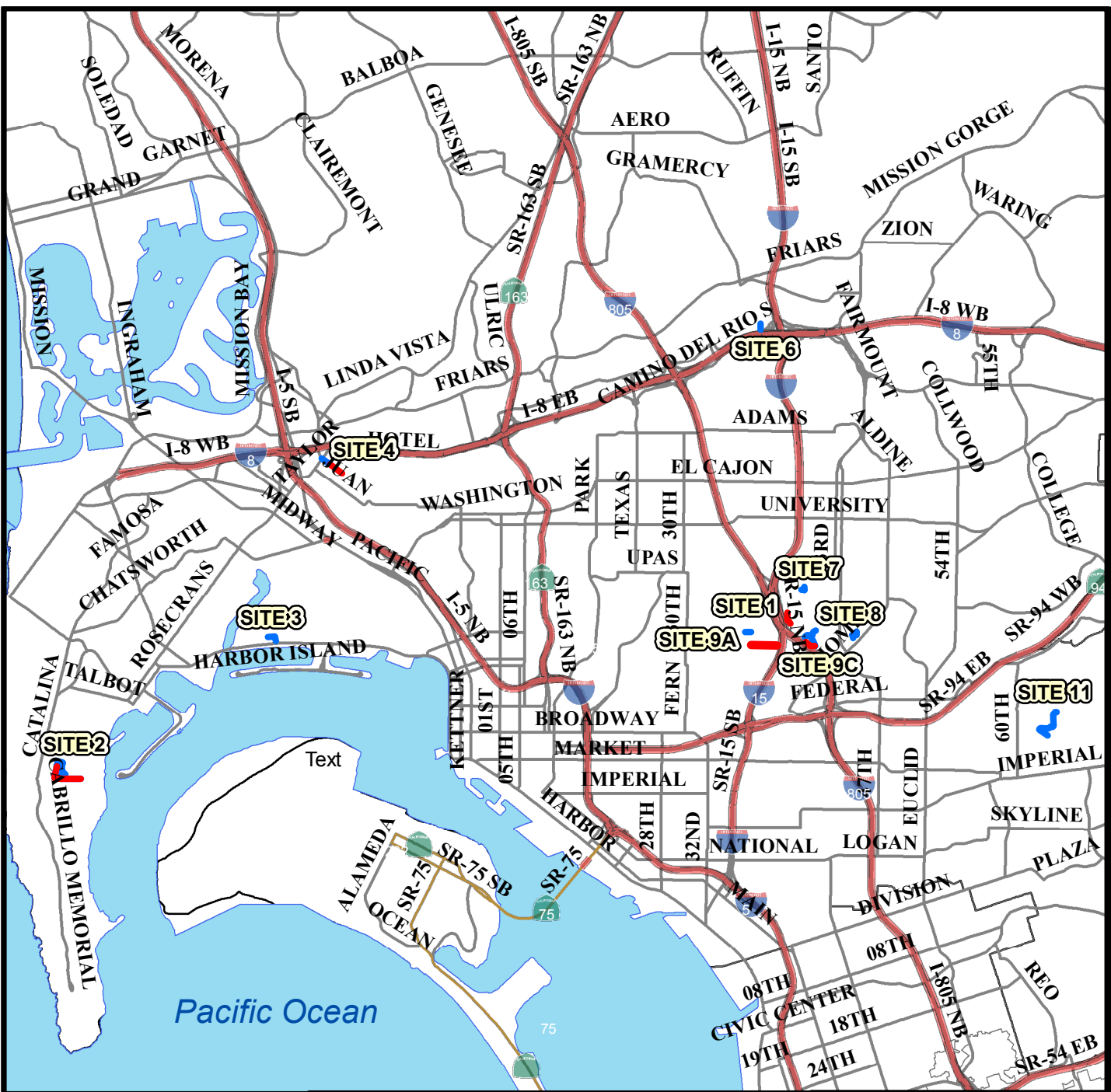
"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAPS

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The City of **SAN DIEGO** Public Works

SENIOR ENGINEER
NICOLE SALEM
619-533-7443

PROJECT MANAGER
JAMAL SHERZAI
619-533-4639

PROJECT ENGINEER
BOBAK MADGEDI
619-533-5241

PRINCIPAL ENGINEERING AIDE
LINA HOSMI
619-533-4613

WATER GROUP 968
 COMMUNITY NAME: OLD TOWN, PENINSULA,
 MISSION VALLEY, NORTH PARK, MID-CITY HIEGHTS,
 ENCANTO NEIGHBORHOODS
 COUNCIL DISTRICT: 2, 3, 4, 7 & 9

Legend

- ABAND WATER
- WATER MAIN REPLACEMENT

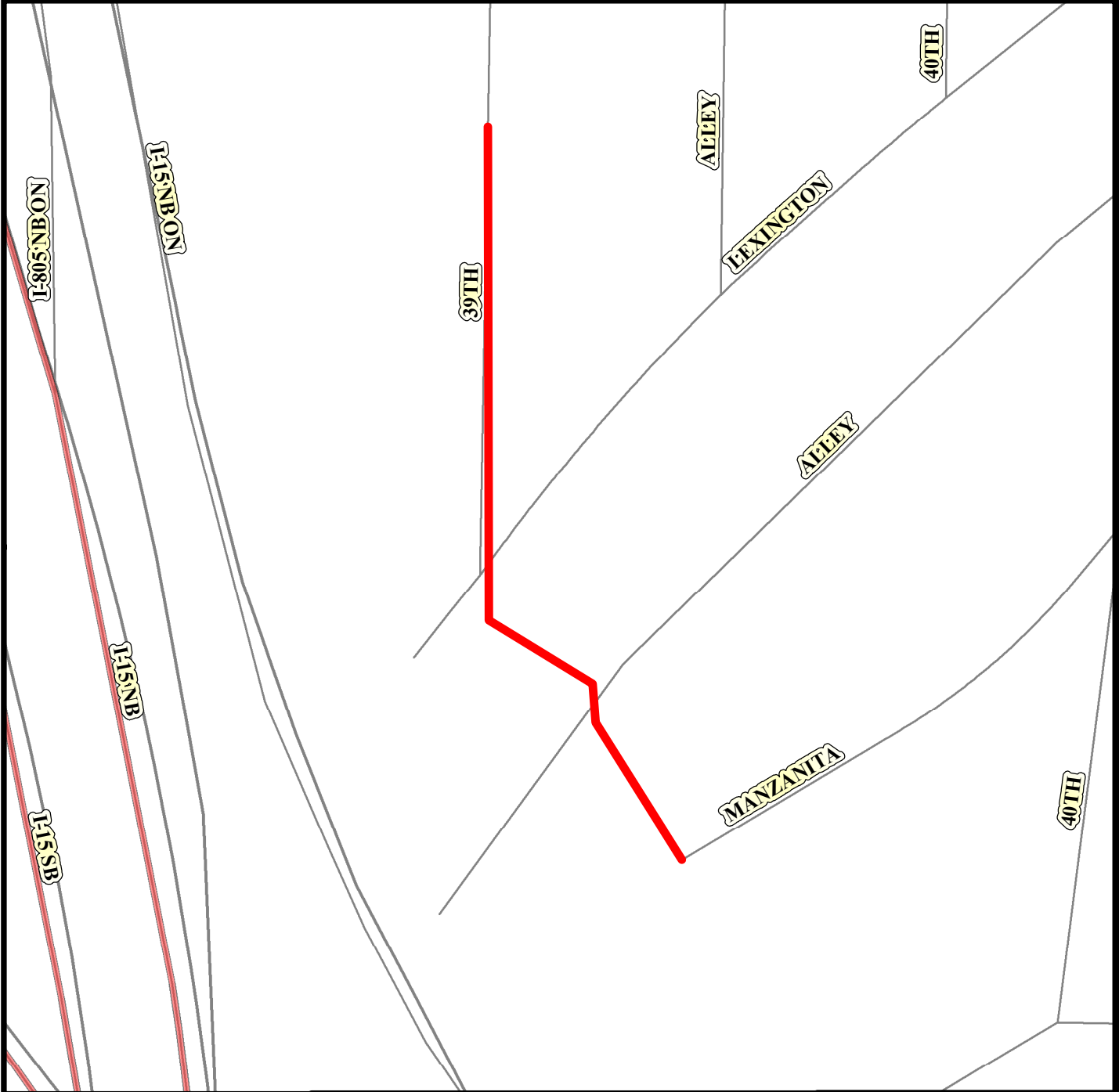
LOCATION MAP


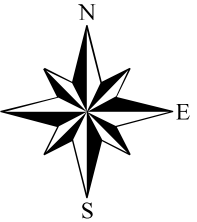

WBS: B-14099 (W)
 DATE: JAN 30, 2020

NO SCALE

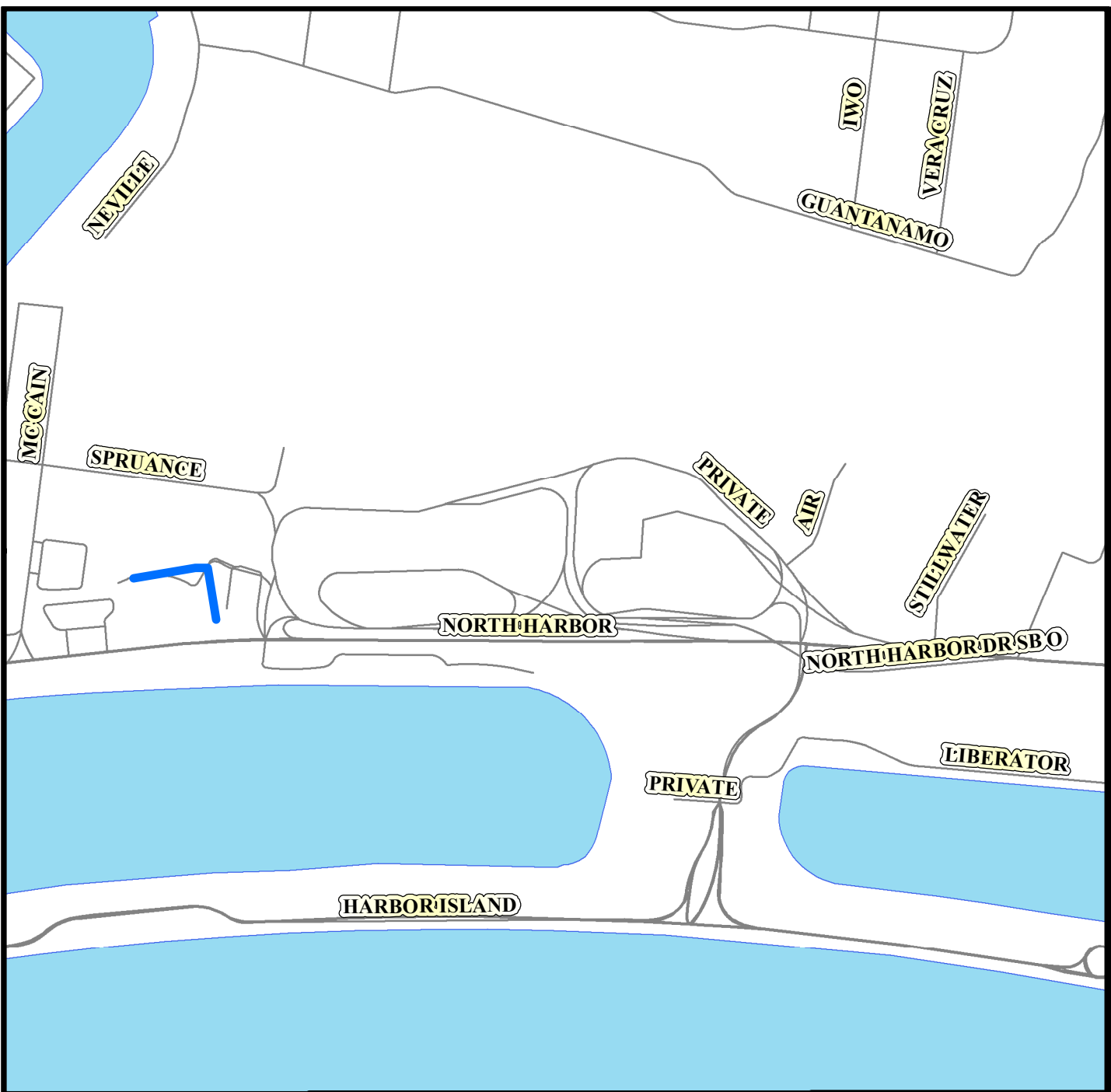
KEY MAP


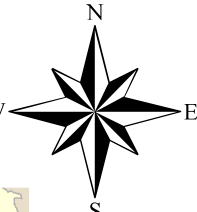

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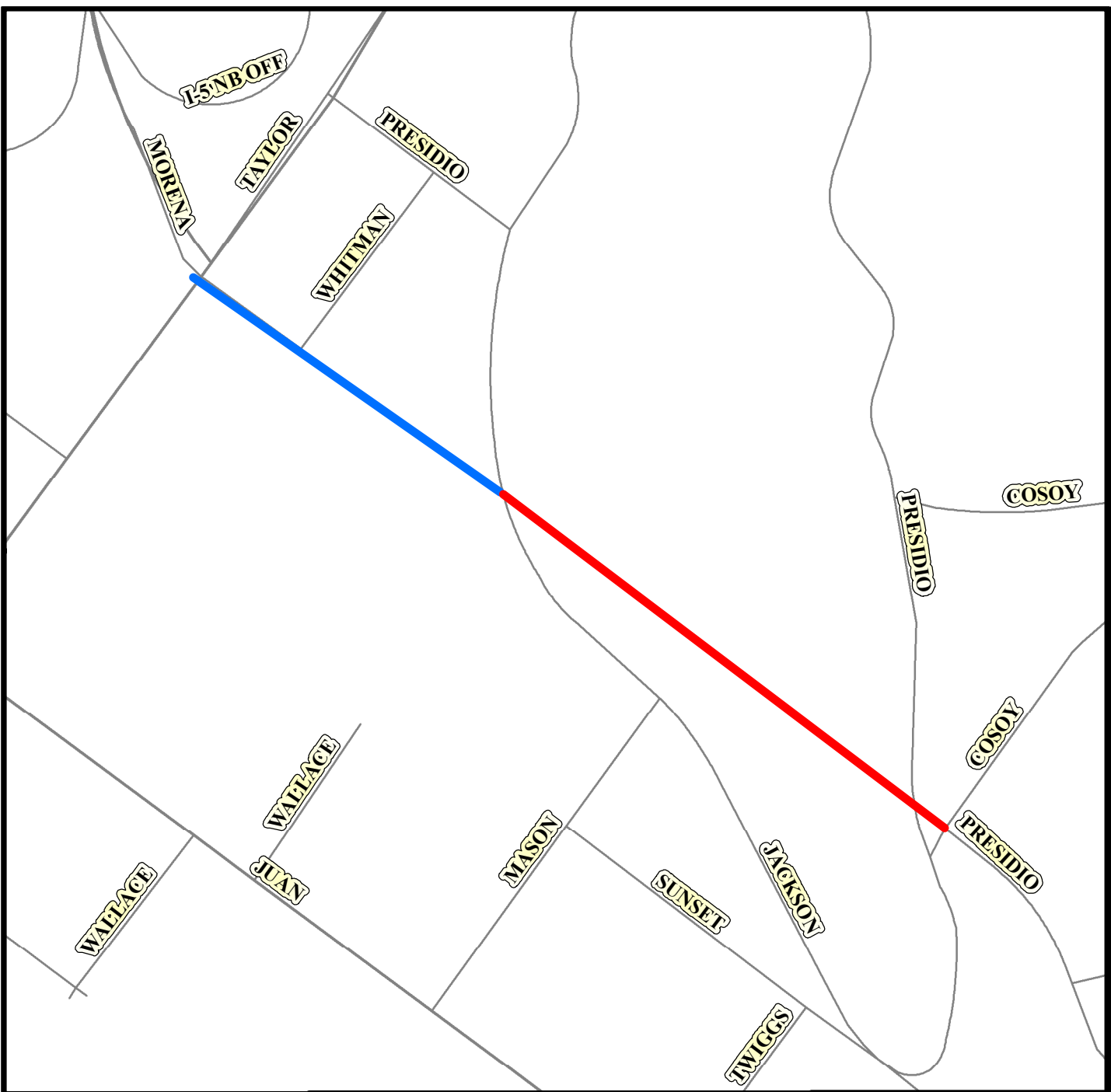
<p>The City of SAN DIEGO Public Works</p>	<p>WATER GROUP 968 COMMUNITY NAME: MID-CITY HEIGHTS COUNCIL DISTRICT: 9</p>	<p>WBS: B-14099 (W) DATE: JAN 30, 2020</p>
<p>SENIOR ENGINEER NICOLE SALEM 619-533-7443</p> <p>PROJECT MANAGER JAMAL SHERZAI 619-533-4639</p> <p>PROJECT ENGINEER BOBAK MADGEDI 619-533-5241</p> <p>PRINCIPAL ENGINEERING AIDE LINA HOSMI 619-533-4613</p>	<p>Legend</p> <p> ABAND WATER</p>	<p> NO SCALE</p> <p></p>
<p>LOCATION MAP</p>		<p>SITE 1</p>



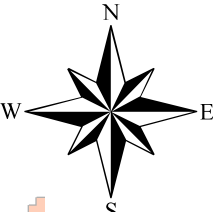

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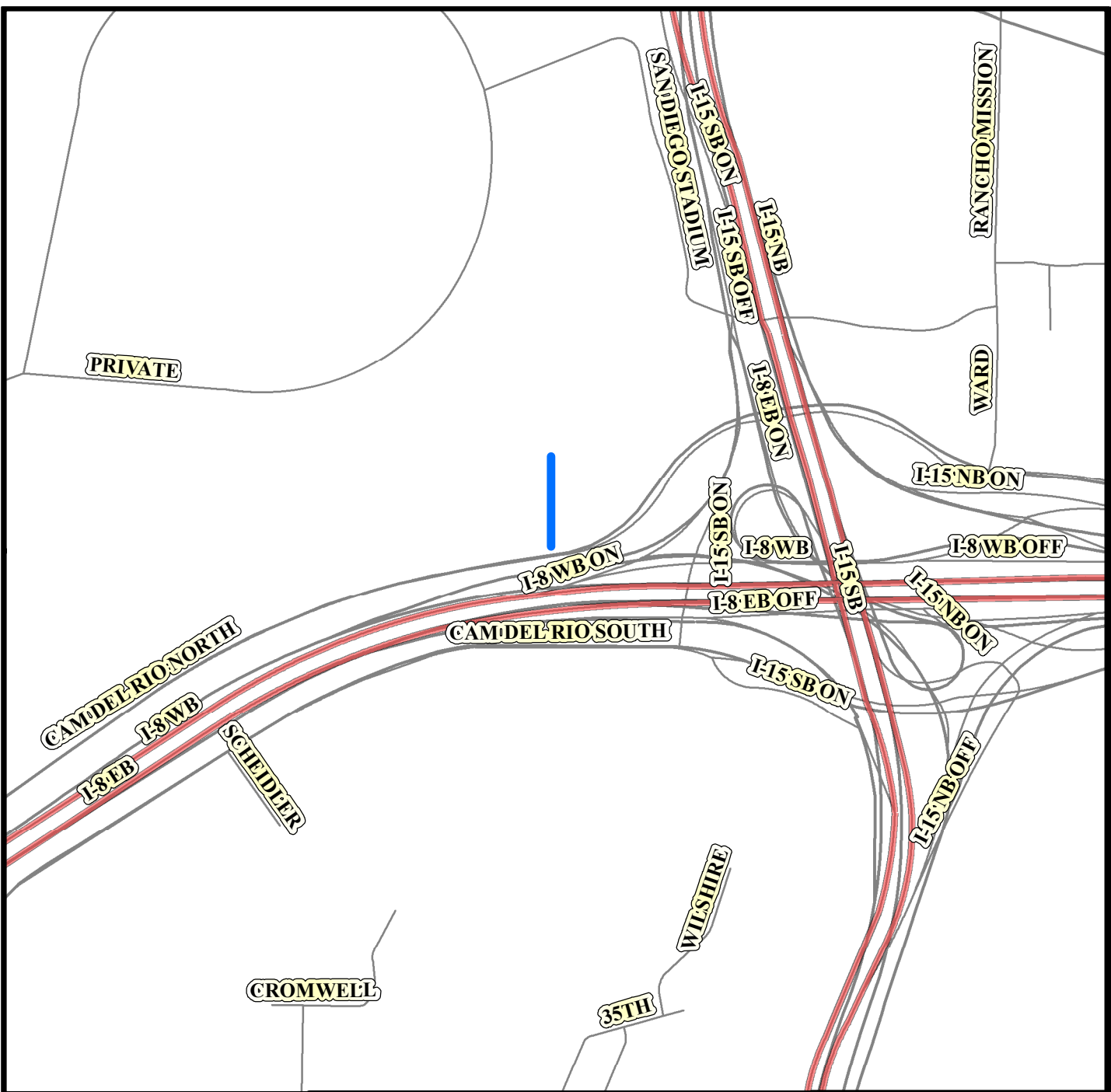
<p>The City of SAN DIEGO Public Works</p>	<p>WATER GROUP 968 COMMUNITY NAME: RESERVE COUNCIL DISTRICT: 2</p>	<p>WBS: B-14099 (W) DATE: JAN 30, 2020</p>
<p>SENIOR ENGINEER NICOLE SALEM 619-533-7443</p> <p>PROJECT MANAGER JAMAL SHERZAI 619-533-4639</p> <p>PROJECT ENGINEER BOBAK MADGEDI 619-533-5241</p> <p>PRINCIPAL ENGINEERING AIDE LINA HOSMI 619-533-4613</p>	<p>Legend</p> <p> WATER MAIN REPLACEMENT</p>	<p> NO SCALE</p> <p></p>
<p>LOCATION MAP</p>		<p>SITE 3</p>


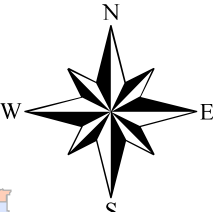
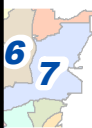
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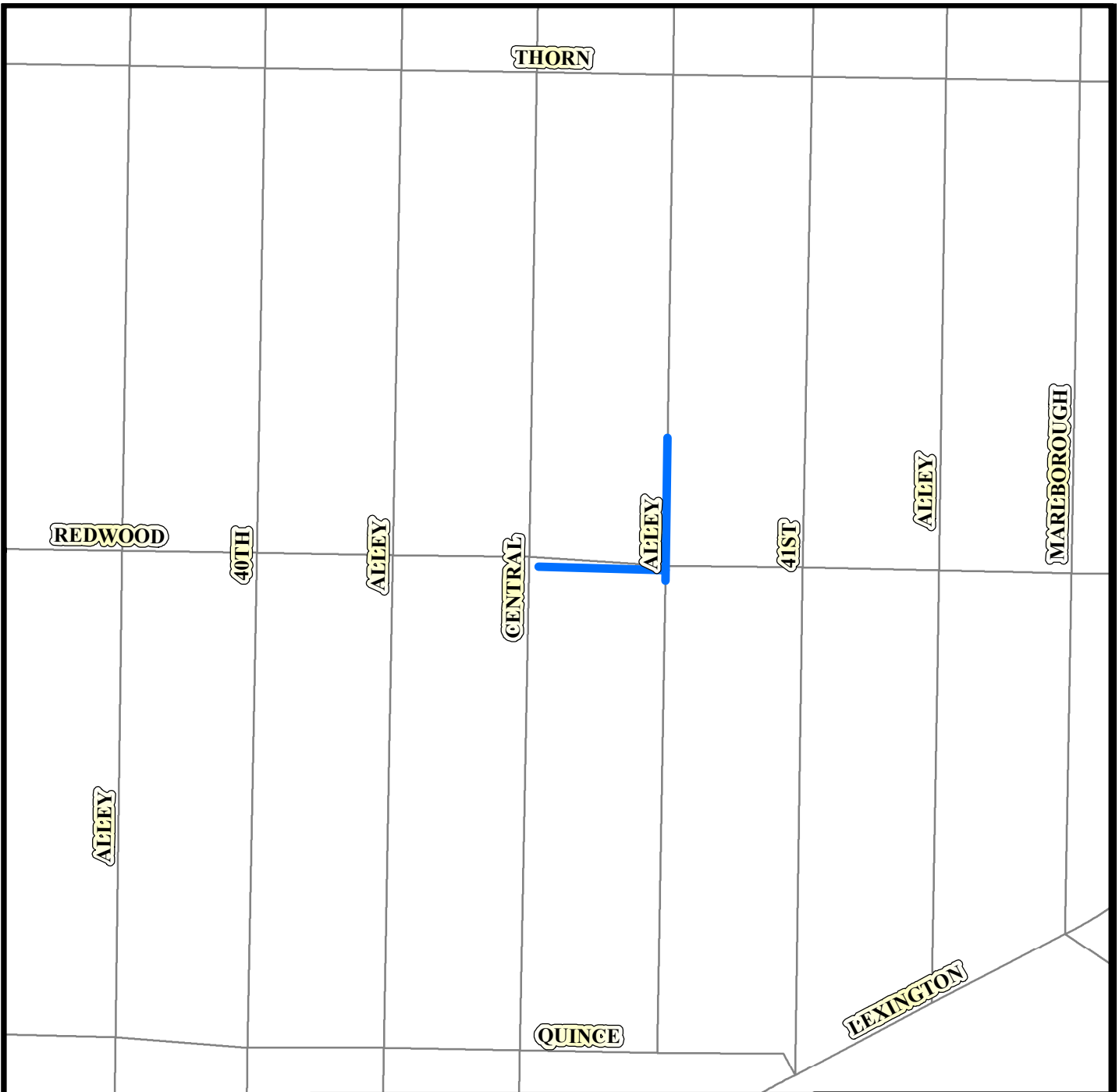
<p>The City of SAN DIEGO Public Works</p>	<p>WATER GROUP 968 COMMUNITY NAME: OLD TOWN SAN DIEGO COUNCIL DISTRICT: 3</p>	<p>WBS: B-14099 (W) DATE: JAN 20, 2020</p>
<p>SENIOR ENGINEER NICOLE SALEM 619-533-7443</p> <p>PROJECT MANAGER JAMAL SHERZAI 619-533-4639</p> <p>PROJECT ENGINEER BOBAK MADGEDI 619-533-5241</p> <p>PRINCIPAL ENGINEERING AIDE LINA HOSMI 619-533-4613</p>	<p>Legend</p> <p> ABAND WATER</p> <p> WATER MAIN REPLACEMENT</p>	<p> NO SCALE</p> <p></p>
<p>LOCATION MAP</p>		<p>SITE 4</p>


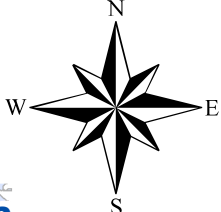

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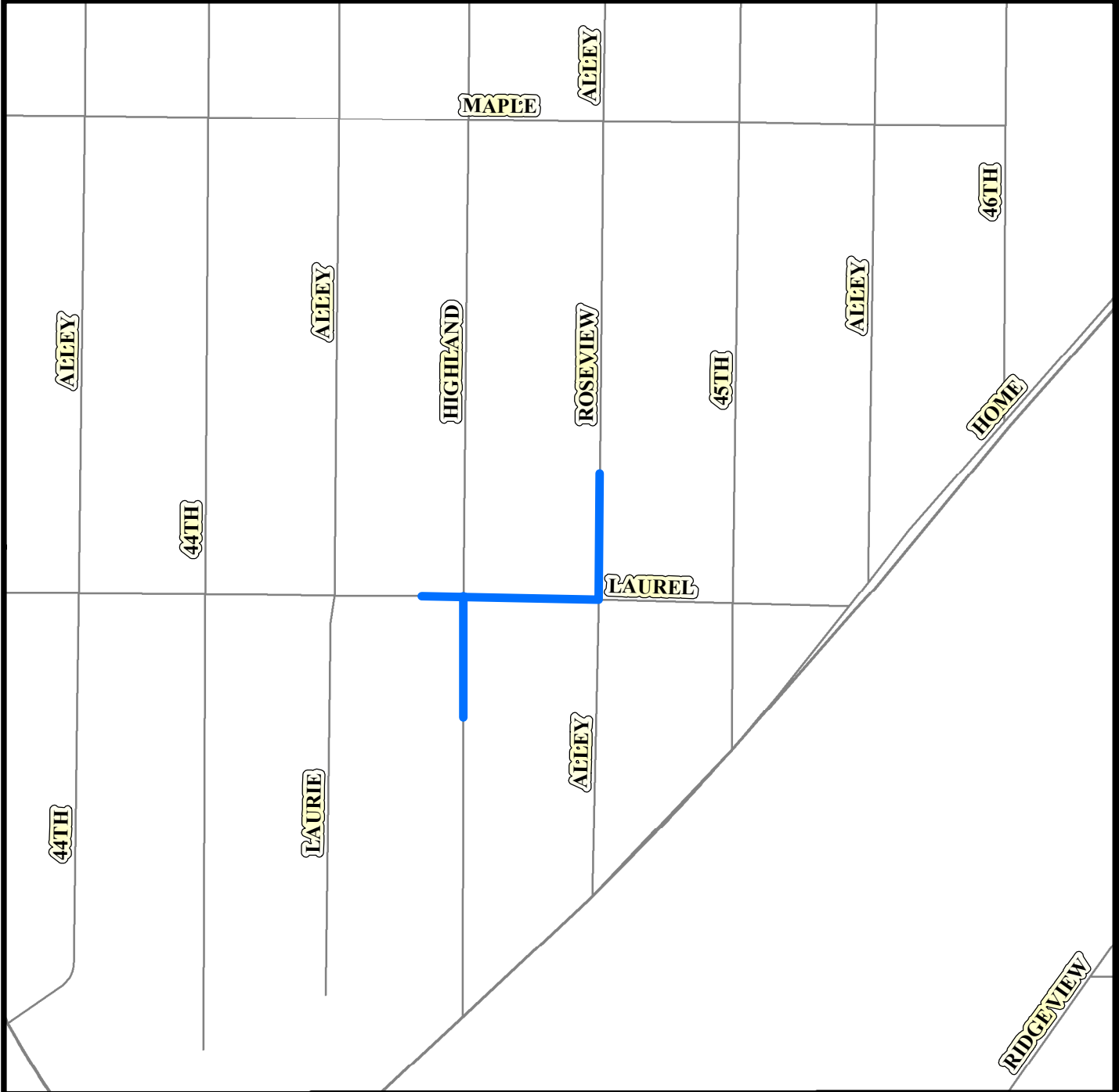
<p>The City of SAN DIEGO Public Works</p>	<p>WATER GROUP 968 COMMUNITY NAME: MISSION VALLEY COUNCIL DISTRICT: 7</p>	<p>WBS: B-14099 (W) DATE: JAN, 30, 2020</p>
<p>SENIOR ENGINEER NICOLE SALEM 619-533-7443</p> <p>PROJECT MANAGER JAMAL SHERZAI 619-533-4639</p> <p>PROJECT ENGINEER BOBAK MADGEDI 619-533-5241</p> <p>PRINCIPAL ENGINEERING AIDE LINA HOSMI 619-533-4613</p>	<p>Legend</p> <p> WATER MAIN REPLACEMENT</p>	<p> NO SCALE</p> <p></p>
<p>LOCATION MAP</p>		<p>SITE 6</p>


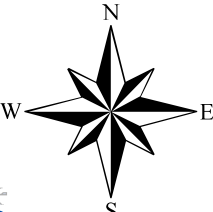

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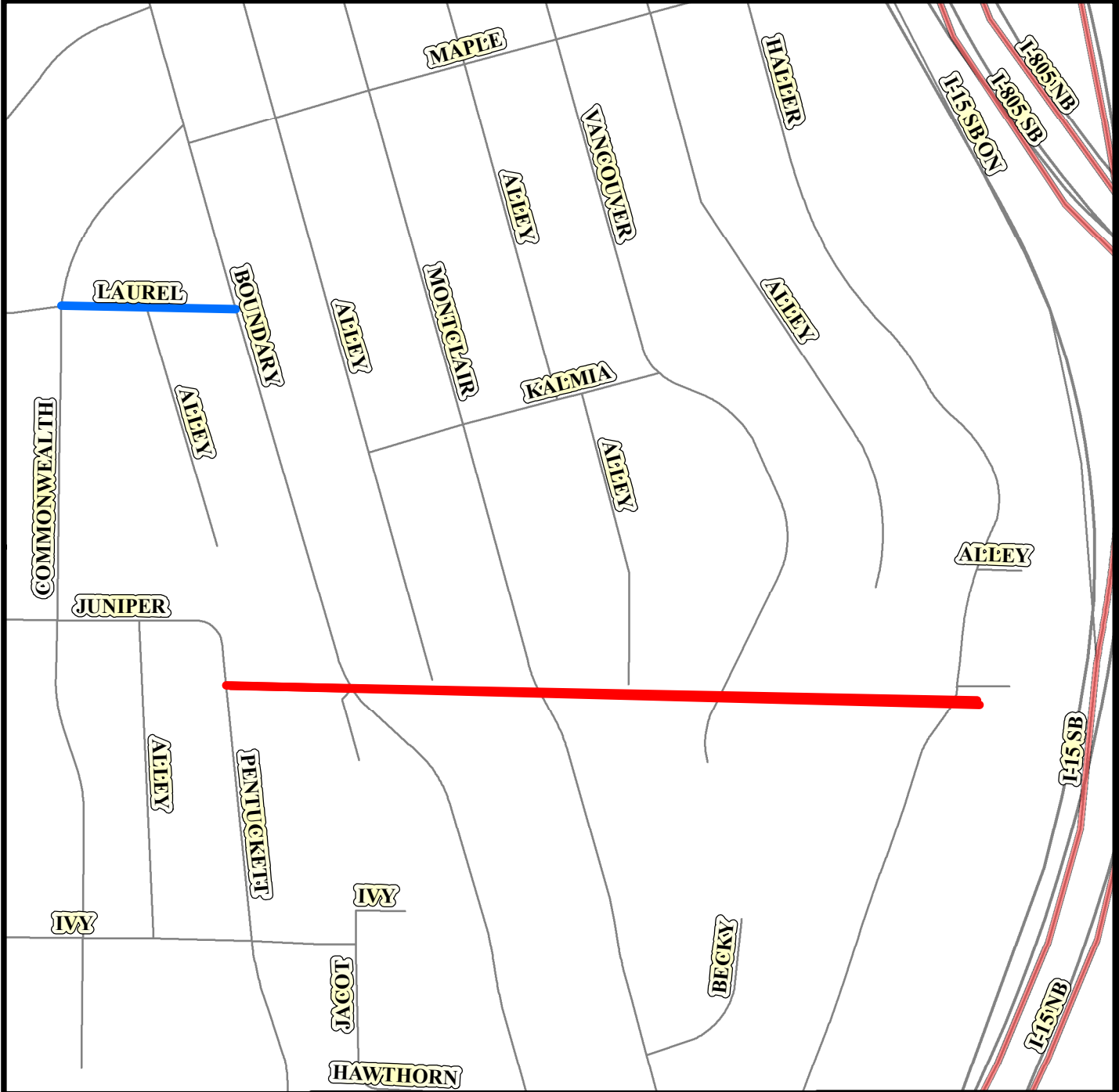
<p>The City of SAN DIEGO Public Works</p>	<p>WATER GROUP 968 COMMUNITY NAME: MID-CITY HEIGHTS COUNCIL DISTRICT: 9</p>	<p>WBS: B-14099 (W) DATE: JAN 30, 2020</p>
<p>SENIOR ENGINEER NICOLE SALEM 619-533-7443</p> <p>PROJECT MANAGER JAMAL SHERZAI 619-533-4639</p> <p>PROJECT ENGINEER BOBAK MADGEDI 619-533-5241</p> <p>PRINCIPAL ENGINEERING AIDE LINA HOSMI 619-533-4613</p>	<p>Legend</p> <p> WATER MAIN REPLACEMENT</p> <p>LOCATION MAP</p>	<p> NO SCALE</p> <p></p> <p>SITE 7</p>



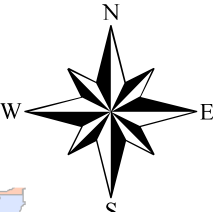
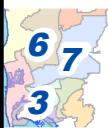
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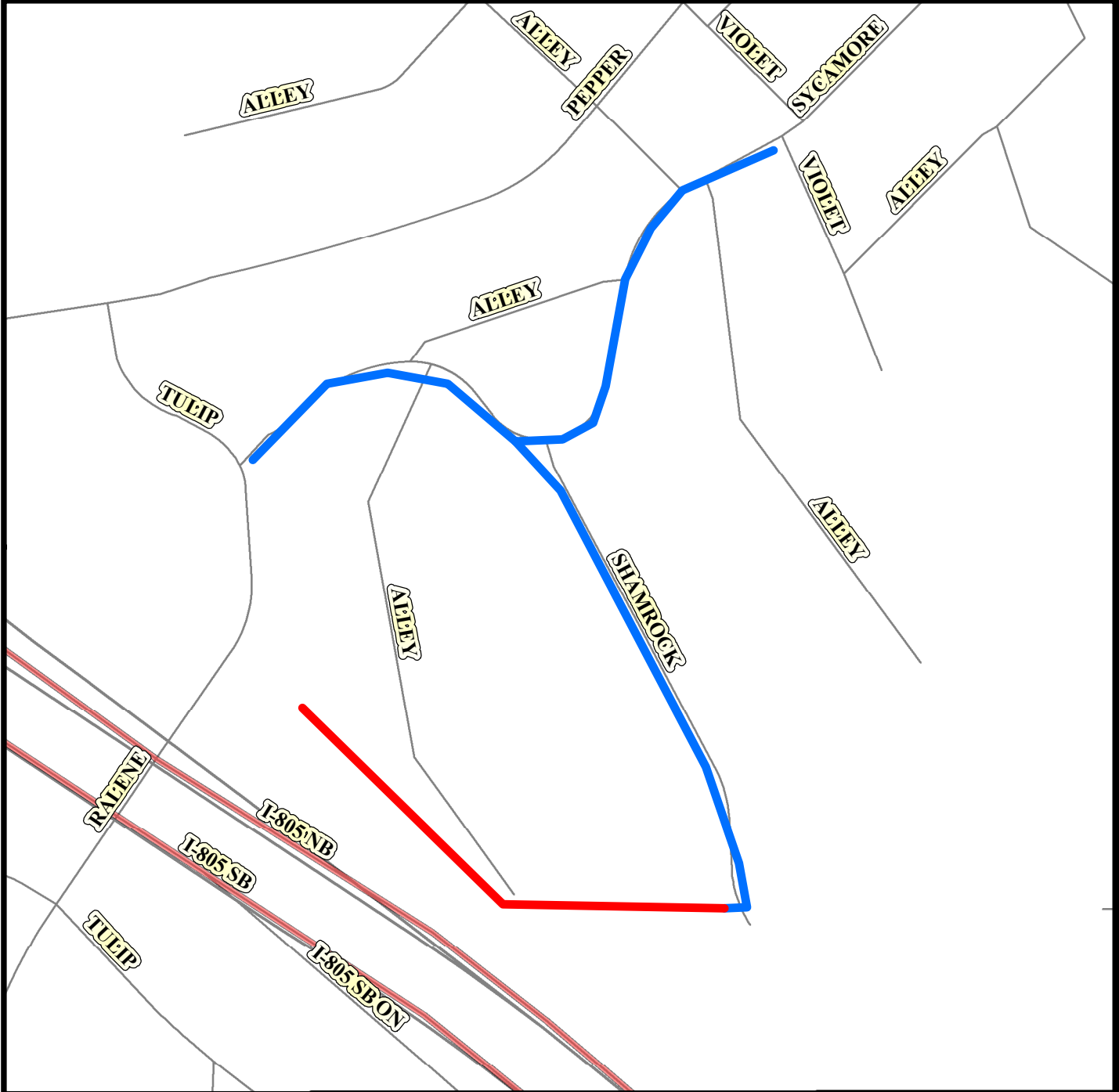
<p>The City of SAN DIEGO Public Works</p>	<p>WATER GROUP 968 COMMUNITY NAME: MID-CITY HEIGHTS COUNCIL DISTRICT: 9</p>	<p>WBS: B-14099 (W) DATE: JAN 30, 2020</p>
<p>SENIOR ENGINEER NICOLE SALEM 619-533-7443</p> <p>PROJECT MANAGER JAMAL SHERZAI 619-533-4639</p> <p>PROJECT ENGINEER BOBAK MADGEDI 619-533-5241</p> <p>PRINCIPAL ENGINEERING AIDE LINA HOSMI 619-533-4613</p>	<p>Legend</p> <p> WATER MAIN REPLACEMENT</p>	<p> NO SCALE</p> <p></p>
<p>LOCATION MAP</p>		<p>SITE 8</p>

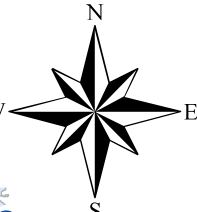

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<p>The City of SAN DIEGO Public Works</p>	<p>WATER GROUP 968 COMMUNITY NAME: NORTH PARK COUNCIL DISTRICT: 3</p>	<p>WBS: B-14099 (W) DATE: DEC 3, 2019</p>
<p>SENIOR ENGINEER NICOLE SALEM 619-533-7443</p> <p>PROJECT MANAGER JAMAL SHERZAI 619-533-4639</p> <p>PROJECT ENGINEER BOBAK MADGEDI 619-533-5241</p> <p>PRINCIPAL ENGINEERING AIDE LINA HOSMI 619-533-4613</p>	<p>Legend</p> <p> ABAND WATER</p> <p> WATER MAIN REPLACEMENT</p>	<p> NO SCALE</p> <p></p>
<p>LOCATION MAP</p>		<p>SITE 9A</p>

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<p>The City of SAN DIEGO Public Works</p>	<p>WATER GROUP 968 COMMUNITY NAME: MID-CITY HEIGHTS COUNCIL DISTRICT: 9</p>	<p>WBS: B-14099 (W) DATE: JAN 30, 2020</p>
<p>SENIOR ENGINEER NICOLE SALEM 619-533-7443</p> <p>PROJECT MANAGER JAMAL SHERZAI 619-533-4639</p> <p>PROJECT ENGINEER BOBAK MADGEDI 619-533-5241</p> <p>PRINCIPAL ENGINEERING AIDE LINA HOSMI 619-533-4613</p>	<p>Legend</p> <p>— ABAND WATER</p> <p>— WATER MAIN REPLACEMENT</p>	<p style="text-align: center;">N W  E S NO SCALE</p> <p></p>
<p>LOCATION MAP</p>		<p>SITE 9C</p>

APPENDIX F

CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

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

Project Title: _____ Date: _____

Ambient Temperature (Start of Work): _____ Time: _____

Environmental Considerations: _____

Locations (Address Range/Cross Streets):

1. _____
2. _____
3. _____

Approved Mix Design: _____

Material Suppliers: _____

RPMS Type(s): _____

Slurry Machine #'s: _____

Estimated Cure Time (Break) of Slurry: _____

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: _____

Aggregate Weight: _____

Cement % (by weight of aggregate): _____

Crumb Rubber % (by volume of cement): _____

Machine Inspection

Leaks: _____

Sprayers: _____

Emulsion Filter: _____

Carbon Black: _____

Spreader Box Inspection

Cleanliness: _____

Augers: _____

Rubbers: _____

Fabric: _____

Runners: _____

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

Project Conditions

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Communication to Client/ Resident Engineer

Crack Fill: _____

Asphalt Deficiencies: _____

Cleanliness: _____

Impediments/Other: _____

Test Lab

Tech: _____ Time on Site: _____

Notes

QCP Administrator Signature:

Date Signed:

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

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

1. _____
2. _____
3. _____

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

1. _____
2. _____
3. _____

Date's City Laboratory representative was present:

1. _____
2. _____
3. _____

Verified the following:

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

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

APPENDIX G

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

Project Name:		WBS No.:		Watershed No.	
Qualified Person Conducting Tests:		signature			

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

Event #1												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes <small>Report exceedence to RE & complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start End Date: Time: Date: Time:	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU				20 NTU= Exceedence 225 NTU= Exceedence for Ocean		
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Sediment Controls									
					pH	Unit			Range 6.5 to 8.5			

Event #2												
Discharge Location ¹	Category ² (Select one)	Notification ³ (Select all that apply)	BMPs in Place ⁴ (Select all that apply)	Volume ⁵ (gal)	Sampling ⁶ (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence ⁷			Notes <small>Report exceedence to RE & complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
Inlet Location Start End Date: Time: Date: Time:	Superchlorinated <small>(Chlorine added for disinfection)</small>	TSW <small>(All Categories)</small>	Sweep flow path <small>(gutter, street, etc.)</small>	Total	Chlorine	mg/L			0.1 mg/L= Exceedence			
	Large Volume <small>(≥ 325,850 gal)</small>	PUD <small>(All Categories)</small>	Dechlorination <small>(diffusers, chemicals, etc.)</small>				Reused <small>(if any)</small>					
	Well Dev/Rehab <small>(Not Typical)</small>	Water Board <small>(Large Volume Only)</small>	Inlet Protection		Turbidity	NTU				20 NTU= Exceedence 225 NTU= Exceedence for Ocean		
	Small Volume/Other <small>(No Sampling Required)</small>	County <small>(≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	Sediment Controls									
					pH	Unit			Range 6.5 to 8.5			

Submit completed Form to RE

Instructional Notes found on the Page 2 of 2

Appendix G - Monthly Drinking
Water Discharge Monitoring Form

Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) If any answers are YES, Notify the RE immediately for further action	

Event #2	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
4) for further action If any answers are YES, Notify the Immediately	

Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email
TSW	3 days prior to all discharges	SWPPP@SanDiego.gov
PUD	3 days prior to all discharges	CompReports@SanDiego.gov Rdavenport@SanDiego.gov
San Diego Water Board	3 days prior to Large Volume discharges	SanDiego@WaterBoards.ca.gov Ben.Neill@WaterBoards.ca.gov
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: Joseph.Palmer@SDCounty.ca.gov Dominique.Edwards@SDCounty.ca.gov
	3 days prior if enter county MS4 or unincorporated County	WPP: Nicholas.DeValle@SDCounty.ca.gov LUEG.Watersheds@sdcounty.ca.gov

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean 100 NTU for wells
pH	Field Measure	6.5 - 8.5

APPENDIX H
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Field Engineering Division
9485 Aero Drive
San Diego, CA 92123-1801

Project Name: Insert Project Name

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

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

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

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

Summary of charges:

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

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

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

Summary of charges:

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

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

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

Note 2:

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

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

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

APPENDIX I

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

Photo 1



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

Photo 2



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

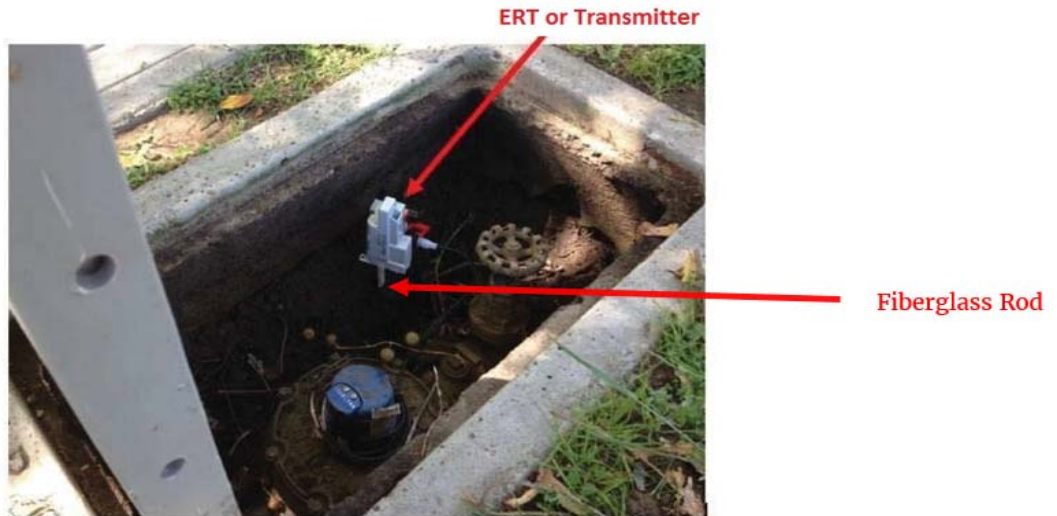


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



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

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

Photo 8



Network Device

Photo 9



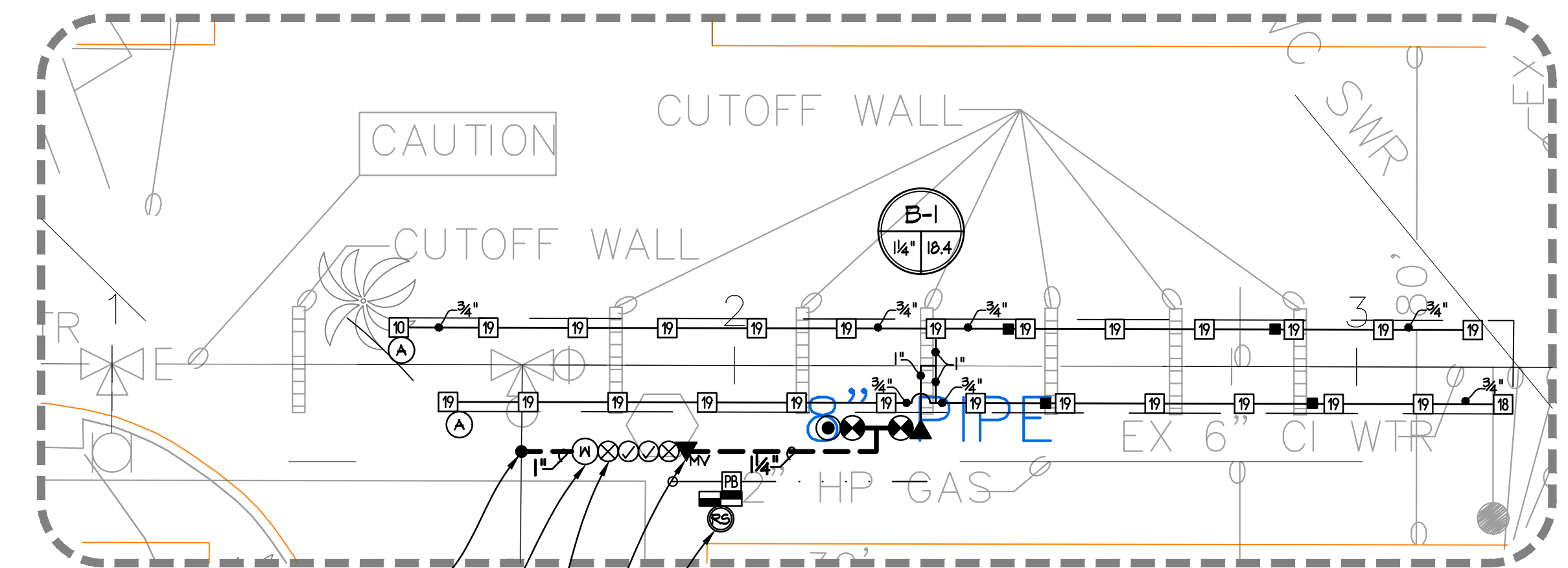
If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

APPENDIX J
LANDSCAPE AND IRRIGATION PLANS

FOR IRRIGATION LEGEND SEE SHEET LI-4
 FOR IRRIGATION NOTES, SUPPLEMENTAL NOTES AND DETAILS, SEE SHEET LI-5.

TEMPORARY IRRIGATION NOTES AND DETAILS, PER CITY OF SAN DIEGO LANDSCAPE STANDARDS AND CITY OF SAN DIEGO STANDARD DRAWINGS. SEE ALSO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015 GREENBOOK) AND THE CITY OF SAN DIEGO SUPPLEMENT TO THE 2015 GREENBOOK (2015 WHITEBOOK).

NOTE: PLAN IS DIAGRAMMATIC. LOCATE MAIN, LATERAL LINE AND VALVES INSIDE PLANTED AREA. SLEEVE ALL IRRIGATION PIPE AND WIRING WHICH RUNS UNDER ANY PAVEMENT, TYPICAL.



TEMPORARY POINT OF CONNECTION AT EXISTING 6\"/>

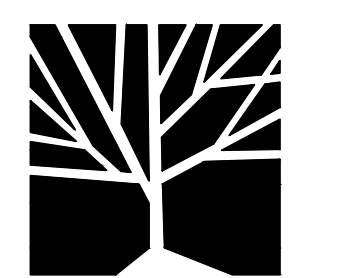
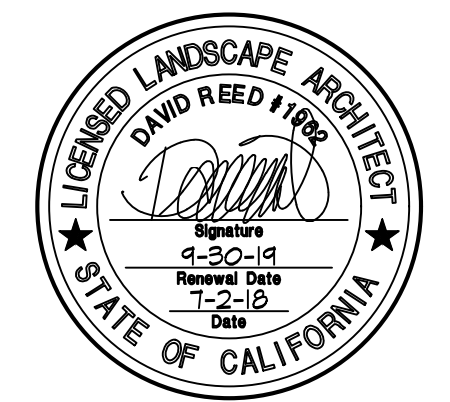
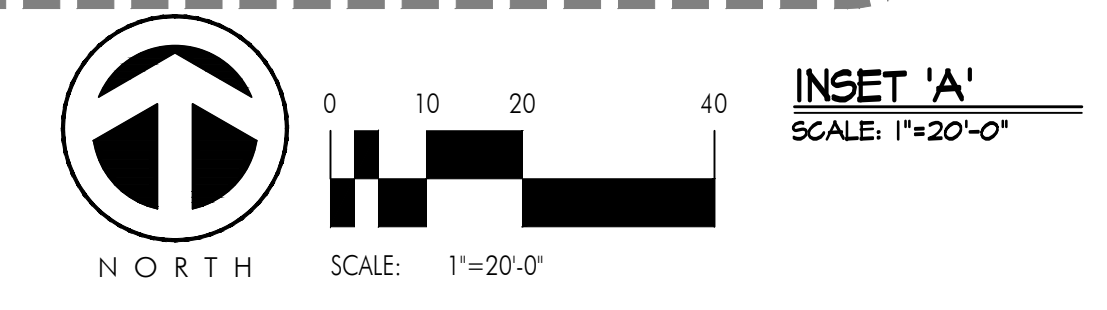
3/4\"/>

3/4\"/>

1\"/>

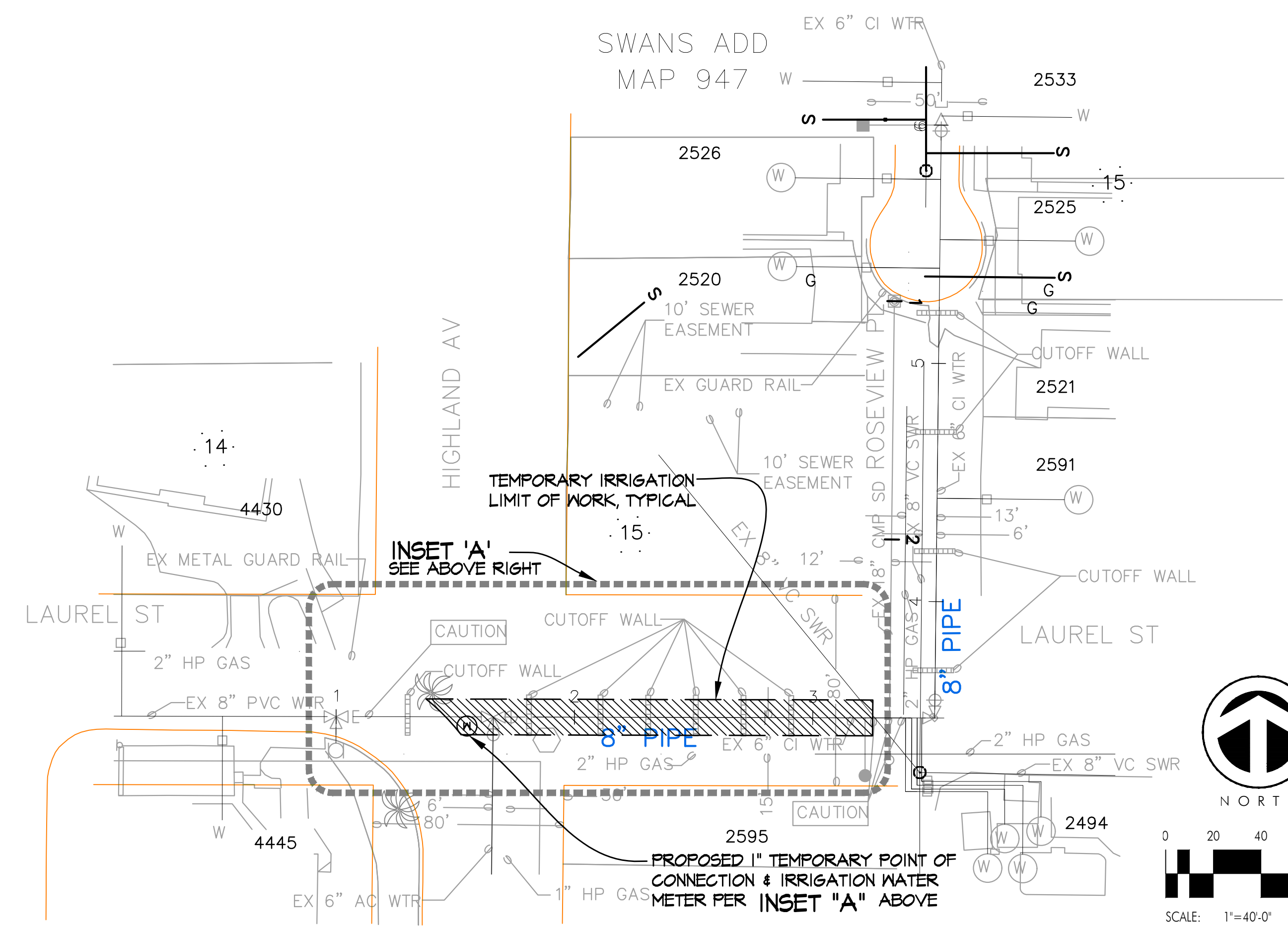
SOLAR IRRIGATION CONTROLLER \"CLOCK A\" ON PEDESTAL AND ENCLOSURE WITH RAIN SENSOR IN ENCLOSURE. INSTALL IN PLANTED AREA AND PER CITY STDS. #SDI-116 & SDI-115.

FOR A LIST OF THE CITY STANDARD DRAWINGS NOTED, SEE SHEET LI-1 TABLE UPPER RIGHT



DAVID REED
 LANDSCAPE ARCHITECTS

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 SAN DIEGO, CALIFORNIA 92103
 (619) 239-3300
 www.draola.com



CONSTRUCTION NOTES:
 USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

REFERENCE:
 WATER: 2184-0-D
 SEWER: 2184-0-D, 6931-B
 STORM DRAIN: 6055-D
 GAS: 16102-118815
 ELECTRIC: 16102-118810
 CABLE TV: MS0308AA.DGN, MS0308AC.DGN
 TELEPHONE:
 IMPROVEMENTS:
 100' SCALE/FIELD BOOK: J20S
 THOMAS BROS.: 1289 1J
 HGL: 536

TEMPORARY IRRIGATION PLAN LI-2

WATER AND STORM DRAIN GROUP 968
 LAUREL ST
 HIGHLAND AV TO ROSEVIEW PL
 SOUTH OF LAUREL ST

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET XX OF XX SHEETS		WATER WBS B-14099
APPROVED: FOR CITY ENGINEER MICHAEL NINH DATE _____ PRINT NAME RCE# _____		SD WBS B-15028
DESCRIPTION	BY	APPROVED
ORIGINAL	BM/EG	
SUBMITTED BY: MARYAM LIAGHAT PROJECT MANAGER		DATE _____
CHECKED BY: BOBAK MADGEDI PROJECT ENGINEER		DATE _____
206-1737 CCS27 COORDINATE		DATE FILMED _____
6298407-1846444 CCS83 COORDINATE		DATE _____
CONTRACTOR _____		DATE STARTED _____
INSPECTOR _____		DATE COMPLETED _____

IRRIGATION LEGEND

SIM.	MFGR	DESCRIPTION	MODEL	NOTES	S.D.R.S.D DETAIL
⊕	HUNTER	POP UP BODY SPRAY	PROS-12-PRS-40-CV	TOP FLUSH W/ GRADE. USE 12" POP-UPS IN PLANTED AREAS, INSTALL 24" AWAY FROM DRIVEWAY/ ROAD, PER DETAIL.	# SDI-103
⊞	RAINBIRD	SHRUB ADAPTER BODY	PROS-00-PRS-40	TOP OF SPRAY AND ROTOR SHALL BE 12" HEIGHT, SIMILAR (BUT ON GRADE) TO S.D.R.S.D.	# SDI-101
	V.I.T.	SPRINKLER STABILIZER	SS-18	STAKES SHALL BE INSTALLED SO AS NOT TO CREATE A SAFETY HAZARD.	
	VALCON	EXCESS FLOW VALVE	ADV-XS	1" SIZE FOR ALL POP-UPS & RISERS, PER DETAILS.	# SDI-101 & SDI-103
	ALT. ITEM KBI / NDS	ADJUSTABLE IN-LINE SPRINGS CHECK VALVE	CV-1000-FF	IF THE ELEVATION CHANGE IS LESS THAN 18", IF MORE, INSTALL ON RISER OF ALL SPRINKLERS DOWNHILL FROM VALVE THAT ARE 18 FT. OR GREATER IN ELEVATION CHANGE ONLY.	
▼	RAINBIRD	REMOTE CONTROL VALVE	100-EFB-CP-R #30-421	SIZE PER PLAN, INSTALL IN PLASTIC VALVE BOX WITH UV INHIBITORS LID, ID TAG VALVE & HOT BRAND BOX LID WITH "RCV", OR CLOCK & STATION, PER SPECS AND DETAIL.	# SDI-114
	DIG	SOLENOID ADAPTER			
⊗	CHAMPION	GLOBE VALVE	100RS SERIES	VALVE SIZE AS MANIFOLD MAINLINE SIZE, 1" SIZE FOR QUICK COUPLER. INSTALL IN PLASTIC VALVE BOX, HOT BRAND BOX LID WITH "BV", PER DETAIL.	# SDI-106
⊙	RAINBIRD	QUICK COUPLER	44-LRC	1" VALVE SIZE AND 1" SUPPLY LINE, INSTALL IN PLASTIC VALVE BOX WITH UV INHIBITORS LID, ID VALVE & BOX LID "QC", PER SPECIFICATIONS AND DETAIL.	# SDI-105
Ⓜ	NDS	TEMPORARY IRRIGATION VALVES MANIFOLD BOXES	RCV-318BCB BV -314BCB QCV-312BCB	VALVE BOXES FOR ALL TEMPORARY IRRIGATION RCV, MANIFOLD ISOLATION VALVES & Q.C. SHALL BE PERPENDICULAR TO LANDSCAPE WHERE OCCURS AND FLUSH W/ FINISHED GRADE, FOR B.V. BOX LIDS ON SLOPE SHALL BE MARKED "EMERGENCY SHUT OFF" & PER DETAIL.	# SDI-125
▼	GRISWOLD	MASTER VALVE	2160 SERIES	1" SIZE (STRAIGHT), NORMALLY OPEN VALVE, INSTALL IN CONCRETE VALVE BOX WITH IRON LID, ID TAG VALVE & BOX, PER SPECIFICATIONS AND DETAIL.	# SDI-111
	DIG	SOLENOID ADAPTER	#30-421		
	BROOKS	CONCRETE BOX	#3-HL / #3TL	WHERE DETAIL REFERENCE CONCRETE BOX WITH IRON LID SHALL BE MARKED APPROPRIATELY PER NOTES.	
⊗⊗⊗		REDUCED PRESSURE BACKFLOW PREVENTER DEVICE IN STAINLESS STEEL ENCLOSURE	825YA SBBC SERIES	SIZE PER PLAN, LOCATE IN PLANTING AREA PER PLAN AND PER DETAIL.	#SDY-155
	FEBCO STRONG BOX				#SDY-155
Ⓜ	ANY APPROVED	WATER METER	ANY APPROVED	SIZE PER CIVIL'S PLANS WATER METER PROVIDED AND INSTALLED BY THE CITY. WATER SERVICE PER CIVIL'S PLANS W.M. SHALL BE INSTALLED IN POLYMER CONC. METER BOX & PER DETAILS.	#SDY-150, 134, & 136
Ⓐ	NETAFIM	AIR VACUUM RELIEF VALVE	TLAVRV	INSTALL AT HIGHEST POINT OF LATERAL WHERE SHOWN, INSTALL IN PLASTIC VALVE BOX WITH LID HOT BRANDED "AR" PER PLAN AND PER DETAIL.	# SDI-128

IRRIGATION NOZZLE LEGEND

SIM.	MFGR	DESCRIPTION	MODEL	PSI	RAD	GPM	NOTES	DETAIL
10	HUNTER	MP ROTATOR 8'-18" CORNER ADJ. 45°	MPCORNER	40	14'	.19	USE PROS-00-PRS-40 FOR SHRUB BODY RISER, PER S.D.S.D. FIELD INSTALLED DRAIN CHECK VALVE MOD.# 3/4"HCV	# SDI-101
13		10'-18" ADJ. ARC 40° 180°	MP1000-40 MP1000-180	40	14'	.31	USE PROS-12-PRS-40-CV POP UP BODY FOR ALL SHRUB AREAS ADJACENT TO WALKS, PER S.D.S.D. #	# SDI-103
18		18'-21" ADJ. ARC 40° 180°	MP2000-40 MP1000-180	40	20'	.40		
19				40	20'	.74		

SIM.	MFGR	DESCRIPTION	MODEL	NOTES	S.D.R.S.D DETAIL
■	HUNTER	ADJUSTABLE CHECK VALVE	3/4" HCV	INSTALL IN-LINE, IN CORRECT DIRECTION ADJUST PRESSURE REGULATION AS NECESSARY (PRE-SET WITH 12 LBS.) FINE TUNE ON-SITE UP TO 3' OF ELEVATION CHANGE PER MFR'S SPECS AS NEEDED.	(A) X-D
⊞	DIG	SOLAR AUTOMATIC CONTROLLERS, PEDESTAL MOUNT	LEIT-4004-ENCL400-S-MC0L4000L	INSTALL ON A PEDESTAL ENCLOSURE (PROVIDE 12" DEEP CONCRETE FOOTING) PROVIDE RAIN SENSOR IN VANDAL RESISTANT ENCLOSURE, AND ADAPTER, INSTALL PER MANUFACTURERS SPECS AND PER DETAIL.	
⊞	RAINBIRD	RAIN SENSOR	RSD		# SDI-116
⊞	ANY APPROVED	PVC LATERAL LINE	PVC SCH. 40-1/2"	TO BE INSTALLED ON-GRADE AND SECURED WITH HOOKED STAKES AT EVERY 10' AND AT TEE. PER S.D.S.D.	# SDI-120 & # SDI-123
⊞	V.I.T.	PIPE STABILIZER	PS-18		
⊞	V.I.T.	SPRINKLER STABILIZER	SS-18		
⊞	ANY CITY APPROVED	PVC MAIN LINE	PVC SCH. 40	WHERE MAINLINE TO BE INSTALLED IN PLANTING AREA ADJACENT TO THE EDGE OF WALKWAY PAVING, CURB DIRT ALLEYS WHERE OCCURS, INSTALL MAINLINE AT THE FOLLOWING DEPTHS: • 18"-21" DEEP UNDER PLANTING & 30"-36" DEEP IN SLEEVE UNDER VEHICULAR PAVEMENT, WHERE OCCURS, PER 2.4-2 TABLE 4 PIPE DEPTHS THE LANDS, STDS & DETAIL.	# SDI-120 & # SDI-123
⊞	ANY CITY APPROVED	CONTROL WIRE		INSTALL UNDER MAINLINE, PER NOTES & DETAIL.	# SDI-110
⊞	SM	WIRE CONNECTORS	SCOTCH LOCK 9570 OR APPROVED EQ.	PROVIDE SAMPLE OF CONTROL WIRE CONNECTORS	
⊞	BROOKS	IRRIGATION WIRING PULLBOX	#3-HL / #3TL	LOCATE IN PLANTING AREA, PER PLAN AND NOTES, INSTALL IN CONCRETE BOX AND PER STD. DETAIL.	# SDI-115 & # SDI-116
⊞				FOR CITY APPROVED MATERIAL LIST, SEE APPENDIX D OF THE C.S.D.M.C. LANDSCAPE STANDARDS	

FOR IRRIGATION NOTES, SUPPLEMENTAL NOTES AND DETAILS, SEE SHEET LI-5.

TEMPORARY IRRIGATION NOTES AND DETAILS, PER CITY OF SAN DIEGO LANDSCAPE STANDARDS AND CITY OF SAN DIEGO STANDARD DRAWINGS. SEE ALSO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015 GREENBOOK) AND THE CITY OF SAN DIEGO SUPPLEMENT TO THE 2015 GREENBOOK (2015 WHITEBOOK).



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LI-4

WATER AND STORM DRAIN GROUP 968
IRRIGATION LEGEND

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET OF XX SHEETS

WATER WBS B-14099
SD WBS B-15028

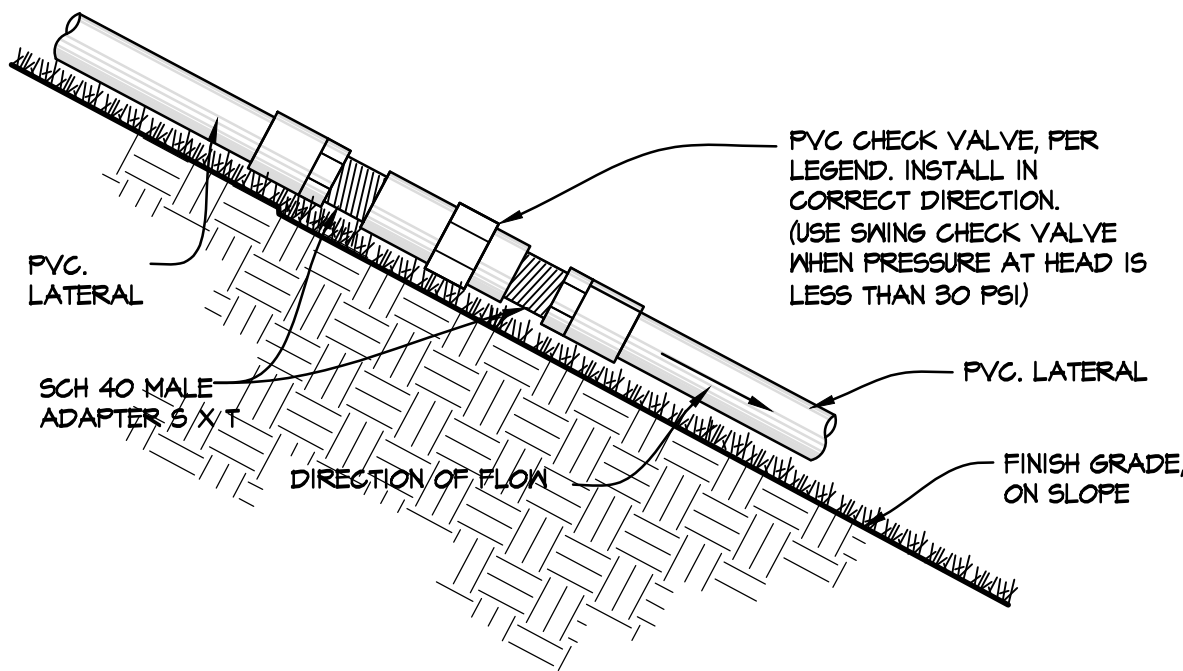
APPROVED:	FOR CITY ENGINEER	DATE	
	MICHAEL NINH		
	PRINT NAME	RCE#	
DESCRIPTION	BY	APPROVED	DATE FILMED
ORIGINAL	BM/EG		

SUBMITTED BY:
MARYAM LIAGHAT
PROJECT MANAGER
CHECKED BY:
BOBAK MADGEDI
PROJECT ENGINEER
206-1737
CCS27 COORDINATE
6298407-1846444
CCS83 COORDINATE

CONTRACTOR _____ DATE STARTED _____
INSPECTOR _____ DATE COMPLETED _____

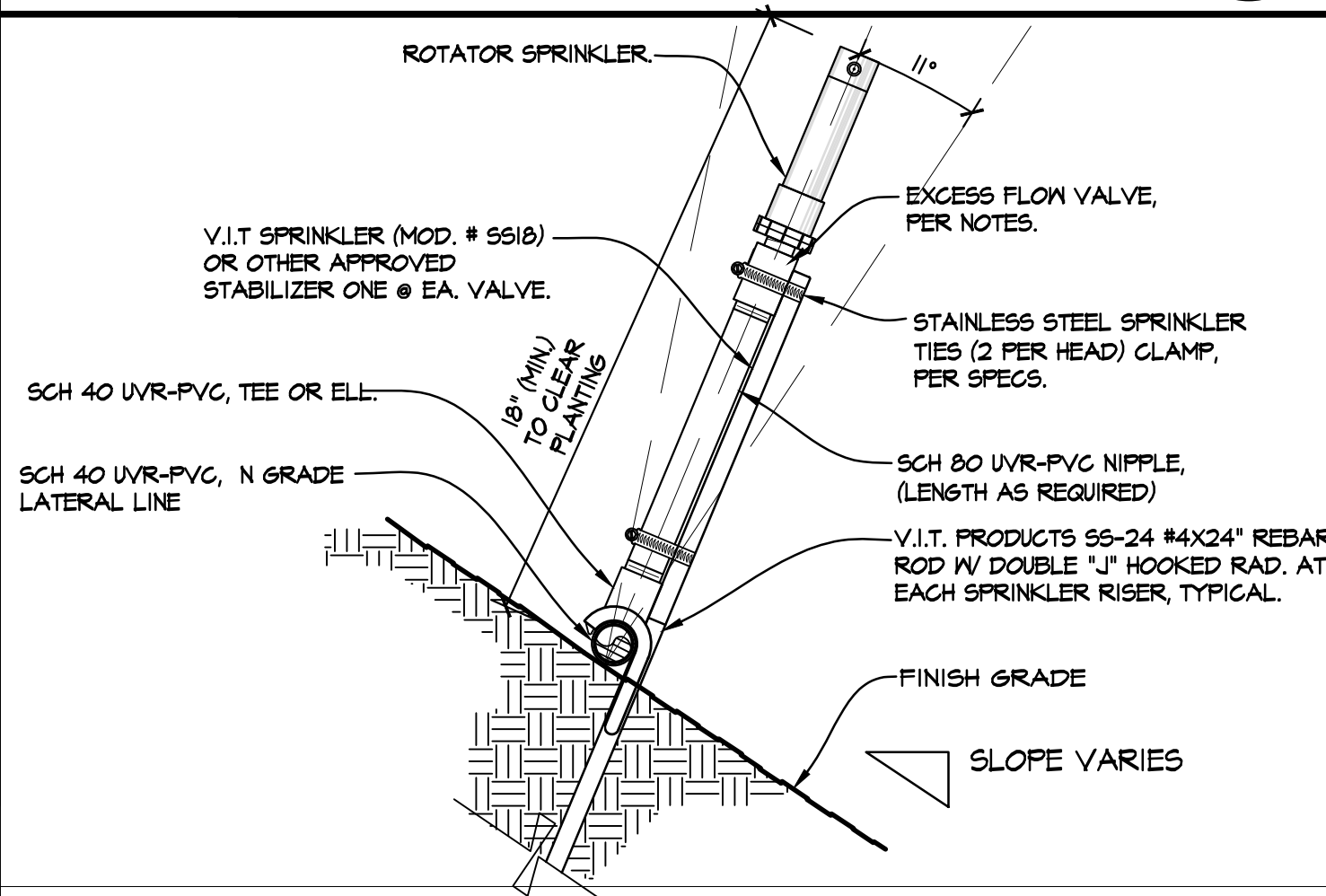
38719 - D

NOTE:
LOCATE CHECK VALVE IMMEDIATELY ADJACENT TO A SPRINKLER HEAD, UNLESS SHOWN OTHERWISE ON THE PLANS.



ANTI-DRAIN (CHECK) VALVE

NOT TO SCALE



"ON-GRADE" SPRINKLER

NOT TO SCALE

SUPPLEMENTAL DETAIL, ALSO SEE S.D.R.S.D. #SDI-101



IRRIGATION NOTES

SC1 CITY SAN DIEGO NOTE: ALL IRRIGATION IMPROVEMENTS ARE TO BE INSTALLED AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE CRITERIA AND STANDARDS OF THE CITY-WIDE LANDSCAPE REGULATIONS AND THE CITY OF SAN DIEGO LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS AS OF THE APPROVED DATE OF THESE PLANS.

- CONTRACTOR SHALL INSTALL IRRIGATION SYSTEMS THAT ARE COMPLETE AND FUNCTIONING IN EVERY WAY.
- PLANS ARE PRECISE, AND YET DIAGRAMMATIC. PRECISE LOCATION OF HEADS SHALL BE FIELD ADJUSTED TO MEET MINOR VARIATIONS IN PLAN.
- CONTRACTOR SHALL CHECK AND VERIFY ALL SITE CONDITIONS, UTILITIES, AND SERVICES PRIOR TO TRENCHING.
- CONTRACTOR SHALL CHECK AND VERIFY IF WATER PRESSURE OF ABOVE 115 PSI ± 10% AT POINT OF CONNECTIONS, PRIOR TO BEGINNING OF WORK. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCY.
- POINT OF CONNECTION (P.O.C.) SHALL BE AT NEW 3/4" TEMPORARY IRRIGATION WATER METERS PER CIVIL'S PLANS, SEE PLANS FOR LOCATIONS. CONTRACTOR TO PROVIDE A NEW 3/4" REDUCED PRESSURE BACKFLOW PREVENTERS FOR THIS PROJECT.
- IN-LINE WIRE SPLICES SHALL BE MADE ONLY IN FULL BOXES, OR PLASTIC VALVE BOXES, WITH WATERPROOF SEALING PACKETS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SLEEVES AND CHASES UNDER PAVING, THROUGH WALLS, ETC., UNLESS OTHERWISE NOTED. SLEEVING SHALL BE MARKED AT EACH END OF FLATWORK OR WALLS BY A PAINT DOT.

8. CONTRACTOR SHALL NOTE LOCATIONS OF TREES ON PLANTING PLAN AND SHALL ROUTE IRRIGATION PIPE AND PLACE HEADS TO PREVENT CONFLICTS WITH TREE PLANTING. GROUP VALVES IN BOXES, PARALLEL TO EACH OTHER, IN PLANTING AREAS. LOCATE PIPE ALONG EDGE OF PLANTING AREAS WHEREVER POSSIBLE.

9. ALL PIPE AND WIRE UNDER VEHICULAR USE AREAS AND PAVING SHALL BE 36" DEEP AND INSTALLED IN PVC SCHEDULE 40 SLEEVES. SLEEVES SHALL BE AT LEAST TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE TO BE ENCLOSED, WITH A MINIMUM OF 2" SIZE.

10. FLUSH ALL PIPES CLEAN PRIOR TO INSTALLING SPRINKLER HEADS.

11. ALL HEADS TO BE 24" MINIMUM FROM PAVEMENT.

12. OBTAIN AN IRRIGATION COVERAGE APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. CONTACT LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF DESIRED INSPECTION TIME.

13. PROVIDE ANTI-DRAIN VALVES OF CORRECT LINE SIZE WHERE FIELD CONDITIONS DEMAND, PER PLANS, AND/OR AS REQUIRED.

14. CONTROL WIRES SHALL BE BUNDLED WITH ELECTRICAL TAPE AND BURIED BENEATH MAINLINE WHERE POSSIBLE OR AT THE SAME DEPTH AS MAINLINE ALONG EDGES OF PLANTING AREAS.

15. CONTRACTOR SHALL ADJUST ALL IRRIGATION HEADS TO COMPLETELY COVER PLANTING AREAS WHILE AVOIDING WALKS, BUILDINGS, POSTS, COLUMNS, AND WINDOWS.

16. ALL TRENCHES SHALL BE WETTED AND RECOMPACTED TO 90% MINIMUM UNDER FLATWORK AND 85% IN PLANTING AREAS.

20. SYSTEM CONTROLLER SHALL BE SUPPLIED WITH THE CORRECT BATTERY BACK UP AND CONNECTED TO A RAIN SENSOR SHUTOFF DEVICE AND MOISTURE SENSOR, PER PLAN.

21. CONTRACTOR'S MAINTENANCE PERIOD SHALL NOT BE TERMINATED UNTIL THE FOLLOWING CONDITIONS ARE SATISFIED AND APPROVED BY THE LANDSCAPE ARCHITECT:

- A. VALVES SHALL BE WIRED TO CONTROLLER IN SAME NUMERICAL SEQUENCE AS INDICATED ON PLANS.
- B. PROVIDE PLASTIC SEALED DIAGRAMMATIC PLAN OF SYSTEM IDENTIFYING STATION NUMBERS AND AREA THEY WATER, MOUNT INSIDE EACH CONTROLLER.
- C. CONTRACTOR SHALL MOUNT IRRIGATION SCHEDULING GUIDELINES (PROVIDED BY LANDSCAPE ARCHITECT) IN A PLASTIC SLEEVE IN THE CONTROLLER BOX. CONTRACTOR IS REQUIRED TO USE MULTIPLE STARTS FOR EACH VALVE TO ACHIEVE DEEP WATERING.
- D. "AS-BUILT" DRAWINGS SHALL INCLUDE LOCATIONS OF ALL MAINS, VALVES, SOURCE OF ELECTRICAL POWER FOR CONTROLLER CLOCK, CONTROL WIRE SLEEVES, AND BELOW GRADE HEADS, IF DIFFERENT THAN PLANS. LOCATE BY DIMENSIONING FROM TWO FIXED POINTS (CONTRACTOR MAY USE A BLUEPRINT OF THE SPRINKLER PLAN AND EDIT IN PERMANENT RED INK FOR THE AS-BUILT DRAWING.)

22. PROVIDE THE FOLLOWING TOOLS AND MATERIALS AS PART OF THIS CONTRACT:

- A. ALL EQUIPMENT OPERATION MANUALS AND GUARANTEES.
- B. 1 AS-BUILT DRAWINGS.
- C. 2 SETS OF AUTOMATIC CONTROLLER KEYS FOR EACH CONTROLLER.
- D. 1 QUICK COUPLER VALVE KEYS AND 1 HOSE SWIVEL AND BIBB ASSEMBLIES.
- E. 1 WRENCH FOR DISASSEMBLING EACH TYPE OF SPRINKLER HEAD SUPPLIED.
- F. 1 SCREWDRIVER FOR ADJUSTING EACH TYPE OF SPRINKLER HEAD SUPPLIED.

CITY OF SAN DIEGO SUPPLEMENTAL IRRIGATION NOTES

GENERAL:
ALL MATERIALS AND EQUIPMENT USED IN SPRINKLER IRRIGATION WORK SHALL BE NEW AND WITHOUT FLAWS OF DEFECTS AND OF QUALITY AND PERFORMANCE AS SPECIFIED. PRIOR TO INSTALLATION OF ANY IRRIGATION WORK, THE CONTRACTOR SHALL SUBMIT FOR APPROVAL BY THE CITY, A LIST OF ALL PROPOSED MATERIALS AND EQUIPMENT. SHOULD THE CONTRACTOR PROPOSE TO USE MATERIAL(S) OR EQUIPMENT OTHER THAN THOSE AS LISTED AS "APPROVED", THE CONTRACTOR SHALL SUBMIT IN WRITING, TO THE CITY, A REQUEST TO DEVIATE FROM THE APPROVED LIST. SAMPLES OF THE MATERIAL(S) OR EQUIPMENT SHOULD ACCOMPANY THE REQUEST TO ASSIST IN THE EVALUATION OF THE PROPOSED SUBSTITUTION. THE BURDEN OF PROOF SHALL BE BORNE BY THE CONTRACTOR.

- MAIN LINE PIPE CONNECTIONS: SHALL BE MADE HORIZONTALLY PER STANDARDS.
- PIPE THRUST BLOCKS: ALL PRESSURE PIPE 4" AND SMALLER POLYVINYL CHLORIDE OR ASBESTOS CEMENT SHALL HAVE THE CORRECT SIZED CONCRETE THRUST BLOCK INSTALLED AT EVERY ABRUPT CHANGE OF ALIGNMENT; AT SLOPE OR GATE VALVES, AT TEES, ELBOWS AND CROSSINGS, AND AT ENDS OF PIPE RUNS; OR WHEREVER THE FIELD ENGINEER DEEMS IT TO BE NECESSARY. THRUST BLOCKS ARE TO BE INSTALLED AS PER STANDARDS, SIZED AS FOR 4" PIPE.

3. SAND ENCASUREMENT FOR PIPES: FOR ALL IRRIGATION PIPE CONDUIT, DIRECT BURIAL CONTROL WIRE AND ELECTRICAL CONDUIT SHALL BE PLASTER OR MORTAR SAND AS PER SECTION 200 OF THE STANDARD SPECIFICATIONS, WITH A MINIMUM SAND EQUIVALENT OF 50.

4. REMOTE CONTROL VALVE BOXES: SHALL BE PLASTIC WITH A U.V. INHIBITOR LOCKING LID. THE CONTRACTOR SHALL HEAT BRAND THE IDENTIFICATION NUMBER OF THE VALVE BOX. IN ADDITION, WEATHERPROOF, PLASTIC IDENTIFICATION TAGS SHALL BE AFFIXED TO THE COLORED CONDUCTOR IN THE VALVE BOX.

5. VALVE BOX LOCKING LIDS: THE CONTRACTOR SHALL SUPPLY PLASTIC VALVE WITH LOCKING LID. APPLY OIL TO LUBRICATE AND TO PREVENT RUST.

6. ANTI-DRAIN/EXCESS-FLOW VALVE: SHALL BE INSTALLED UNDER EACH SPRINKLER HEAD WHICH IS NOT EQUIPPED WITH AN INTERNAL CHECK VALVE (AS ANTI-SEWER DEVICE AS WELL AS A LOW HEAD ANTI-F523 DRAIN VALVE).

7. ALTERNATE PIPE SLEEVE LOCKING CAP FOR VALVES: SHALL BE PER STANDARD DRAWINGS SDI-106, HEAVY DUTY RED BRASS LOCKING CAP THREADED TO FIT 2" DIAMETER SCH. 40 PVC PIPE.

- 8. DIRECT BURIAL CONTROL WIRES: SHALL BE SOLID COPPER, 600 VOLT, TYPE UF, CONFORMING TO THE STANDARD SPECIFICATIONS AND DRAWINGS, SPECIAL PROVISIONS AND THE FOLLOWING WIRE COLORS AND INSTALLATION REQUIREMENTS.
 - NEUTRAL WIRES: WHITE (#12 AWG), DO NOT INTERCONNECT NEUTRAL WIRES BETWEEN CONTROLLERS.
 - PILOT WIRES: (#14 AWG), USE AS MANY AS NECESSARY.
 - VALVE NO. VALVE NO.

VALVE NO.	VALVE NO.
1. YELLOW	4. RED W/ BLACK STRIPE
2. ORANGE	10. WHITE W/ RED STRIPE
3. BLUE	11. YELLOW W/ RED STRIPE
4. BLACK	12. BLUE W/ RED STRIPE
5. BROWN	13. ORANGE W/ RED STRIPE
6. PURPLE	14. PURPLE W/ WHITE STRIPE
7. YELLOW W/ BLACK STRIPE	15. BROWN W/ WHITE STRIPE
8. ORANGE W/ BLACK STRIPE	16. BLUE W/ WHITE STRIPE
	17. RED W/ WHITE STRIPE

- SPARE WIRES: TWO (2) RED (#14 AWG) FROM FURTHEST VALVE OR MANIFOLD TO EACH CONTROLLER.
- *COLORS REPEAT FOR VALVES BEYOND 18.

12. WIRE CONNECTIONS: NEUTRAL, PILOT AND SPARE WIRES SHALL BE INSTALLED WITH A 2'-0" COILED EXCESS WIRE LENGTH AT EACH END ENCLOSURE. EACH AND EVERY WIRE SPlice SHALL BE SOLDERED TOGETHER (USING 60-40 SOLDER), THEN ENCASED IN THE WATERPROOF EPOXY CONNECTORS. WIRE SPLICES SHALL BE MADE ONLY IN VALVE OR FULL BOXES.

13. WIRE BUNDLES: EACH INDIVIDUAL CONTROLLER CLOCKS CONTROL WIRES SHALL BE BUNDLES AND TAPED TOGETHER WITH COLORED TAPE AT INTERVALS NOT EXCEEDING 10'-0". CONTROLLER IDENTIFICATION TAPE COLORS SHALL BE AS FOLLOWS: (USE AS MANY AS NECESSARY). + CONTROLLER COLOR

- "A" BLACK
- "B" RED
- "C" WHITE
- "D" BLUE
- "E" GREEN
- "F" YELLOW

14. WIRES IN FULL BOXES: SHALL BE LOOSE AND SHALL NOT COME WITHIN THREE (3) INCHES FROM LID. BOXES SHALL BE SIZED ACCORDINGLY TO ACCOMMODATE THIS REQUIREMENT.

15. TRENCH MARKER TAPE FOR WIRES: ALL DIRECT BURIAL WIRES SHALL BE MARKED WITH A CONTINUOUS RED COLORED TRENCH MARKER PLASTIC TAPE PLACED NINE INCHES (9") BELOW FINISHED GRADE AND DIRECTLY ABOVE THE BURIED WIRES. TAPE SHALL BE THREE INCHES (3") WIDE.

16. WIRE TESTING: SHALL BE TESTED FOR CONTINUITY, OPEN CIRCUITS, AND UNINTENTIONAL GROUNDS PRIOR TO CONNECTING TO EQUIPMENT. THE MINIMUM INSULATION RESISTANCE TO GROUND SHALL BE FIFTY (50) MEGOHMS. ANY WIRING NOT MEETING THIS REQUIREMENT SHALL BE REPLACED, AT THE CONTRACTOR'S EXPENSE.

17. GUARANTEE: THE CONTRACTOR'S GUARANTEE SHALL CONSIST OF SECTION 308-7 OF THE STANDARD SPECIFICATIONS AND THE FOLLOWING:

THE ENTIRE IRRIGATION SYSTEM SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE OF WORK. SHOULD THE CONTRACTOR FAIL DURING THE GUARANTEE PERIOD TO EXPEDITIOUSLY CORRECT A DEFECT UPON WRITTEN NOTIFICATION BY THE CITY, THE CITY SHALL CAUSE THE WORK TO BE CORRECTED AND BILL THE ACTUAL COSTS INCURRED TO THE CONTRACTOR. DEFECT CORRECTIONS SHALL INCLUDE THE COMPLETE RESTORATION OF EXISTING IMPROVEMENTS THAT WERE DAMAGED AS A RESULT OF THE DEFECT.

18. AS BUILT IRRIGATION PLANS: A REDUCED COPY OF THE APPROVED AS-BUILT IRRIGATION PLANS), COLOR CODED BY STATIONS AND LAMINATED IN PLASTIC, SHALL BE MOUNTED ON THE INSIDE OF EACH CONTROLLER ENCLOSURE FOR MAINTENANCE PERSONNEL AT THE TIME OF THE FINAL ACCEPTANCE.

FOR IRRIGATION LEGEND SEE SHEET LI-9

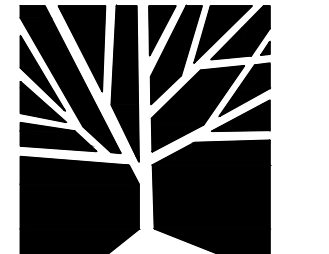
TEMPORARY IRRIGATION NOTES AND DETAILS, PER CITY OF SAN DIEGO LANDSCAPE STANDARDS AND CITY OF SAN DIEGO STANDARD DRAWINGS.

SEE ALSO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015 GREENBOOK) AND THE CITY OF SAN DIEGO SUPPLEMENT TO THE 2015 GREENBOOK (2015 WHITEBOOK).

TEMPORARY IRRIGATION

UNDER THE DIRECTION OF THE RE AND PROJECT BIOLOGIST, TEMPORARY IRRIGATION WILL BE APPLIED AS FOLLOWS:

- HYDROSEED AND/OR CONTAINER PLANTS SHALL BE PLANTED BETWEEN OCTOBER 1 AND FEBRUARY 15 DURING RAINY SEASON, TO GREATEST EXTENT POSSIBLE.
- HYDROSEED AND/OR CONTAINER PLANTS PLANTED FEBRUARY 15 - OCTOBER 1 SHALL REQUIRE A COMPREHENSIVE IRRIGATION PLAN AND APPROVAL BY CITY REPRESENTATIVE AND PROJECT BIOLOGIST. CONTRACTOR SHALL PREPARE AND SUBMIT THE PLAN TO THE RE FOR APPROVAL. CONTRACTOR SHALL PROVIDE ALL IRRIGATION LINES AND APPURTENANCES TO FUNCTION AUTOMATICALLY AND IN ACCORDANCE WITH THE PLAN AND MAKE ANY ADJUSTMENTS NECESSARY TO MEET THE SUCCESS CRITERIA PER PROJECT BIOLOGIST RECOMMENDATIONS.
- TEMPORARY IRRIGATION VIA IRRIGATION LINES AND APPURTENANCES (OR ALTERNATE METHOD APPROVED BY THE RE AND PROJECT BIOLOGIST) SHALL BE PROVIDED BY THE CONTRACTOR FOR A PERIOD SUFFICIENT TO ESTABLISH PLANT MATERIAL AND TO PROVIDE VEGETATIVE COVER THAT PREVENTS SOIL EROSION AND MEETS COVER SUCCESS CRITERIA. THE AMOUNT OF IRRIGATION MUST BE ADJUSTED WHEN WARRANTED BY SITE CONDITIONS. PROJECT BIOLOGIST AND LANDSCAPE CONTRACTOR SHALL MONITOR TO DETERMINE SUCCESS AND ADDED REQUIREMENT FOR TEMPORARY IRRIGATION.
- IRRIGATION SHALL BE PERFORMED IN A MANNER THAT AVOIDS RUNOFF, SEEPAGE, AND OVERSPRAY ONTO ADJACENT PROPERTIES, NON-IRRIGATED AREAS, WALLS, ROADWAYS, WATERWAYS, OR STRUCTURES. THE WATER DELIVERY RATE SHALL BE MATCHED TO THE SLOPE GRADIENT AND THE PERCOLATION RATE OF THE SOIL.
- IRRIGATION SHALL DELIVER WATER SUFFICIENTLY AND UNIFORMLY AND SHALL BE APPROPRIATE TO THE NEEDS OF THE PLANT MATERIALS. RECOMMENDED REFERENCE MATERIALS FOR IRRIGATION SYSTEM DESIGN ARE LISTED IN APPENDIX 6A OF THE CITY'S LANDSCAPE STANDARDS.
- OVERWATERING AS EVIDENCED BY SOGGY SOILS, CONTINUALLY WET PAVEMENT, STANDING WATER, RUNOFF IN STREET GUTTERS AND OTHER SIMILAR CONDITIONS SHALL BE MANAGED AND PREVENTED.
- IF THE PROJECT BIOLOGIST RECOMMENDS AN ALTERNATIVE IRRIGATION METHOD SUCH AS TRUCK WATERING, ALL VEHICLES SHALL STAY ON THE PERMANENT ACCESS ROUTES AND SHALL NOT IRRIGATE BEYOND THE REVEGETATION BOUNDARY.
- TEMPORARY IRRIGATION MATERIALS SHALL BE PLACED SO THAT THEY CAN BE DRIVEN OVER OR DO NOT IMPEDE ACCESS TO UTILITIES (I.E. MANHOLES).



DAVID REED + PARTNERS
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LI-5

WATER AND STORM DRAIN GROUP 968
TEMPORARY IRRIGATION NOTES AND DETAILS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET XX OF XX SHEETS

WATER WBS B-14099
SD WBS B-15028

APPROVED: FOR CITY ENGINEER
MICHAEL NINH
DATE _____
PRINT NAME _____
RCE# _____

DATE _____
SUBMITTED BY: MARYAM LIAGHAT
PROJECT MANAGER
CHECKED BY: BOBAK MADGEDJI
PROJECT ENGINEER

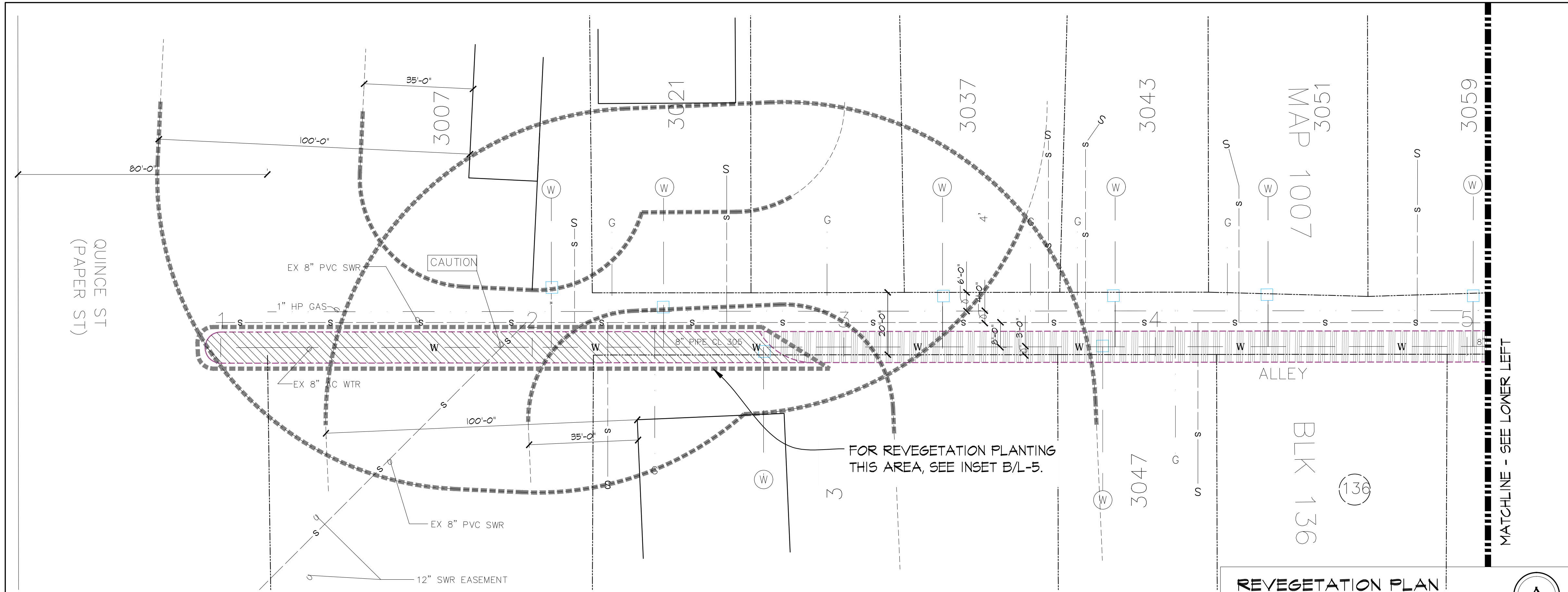
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	BM/EG			

206-1737
CCS27 COORDINATE

6298407-1846444
CCS83 COORDINATE

CONTRACTOR INSPECTOR _____ DATE STARTED _____ DATE COMPLETED _____

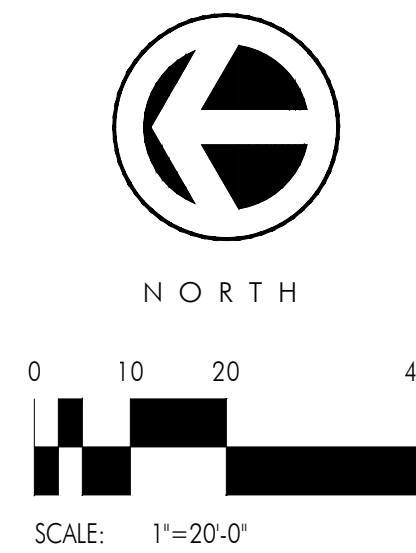
38719-XX-D



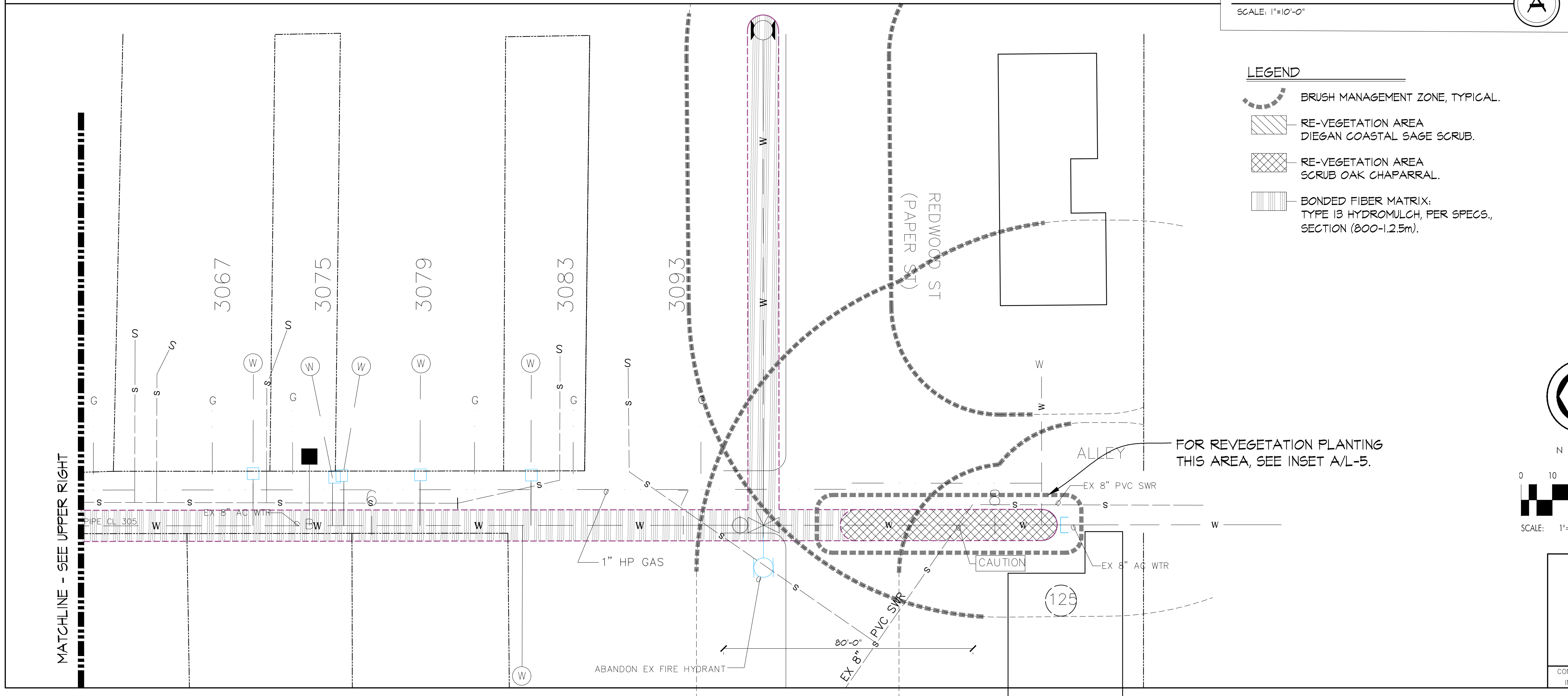
FOR PLANTING SUCCESS CRITERIA, PLANTING LIST & HYDROSEED MIXES BY HABITAT, SEE SHEET LP-5.

FOR GENERAL RE-VEGETATION NOTES, PLANTING NOTES & DETAILS, SEE SHEET LP-6.

SEE ALSO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015 GREENBOOK) AND THE CITY OF SAN DIEGO SUPPLEMENT TO THE 2015 GREENBOOK (2015 WHITEBOOK).

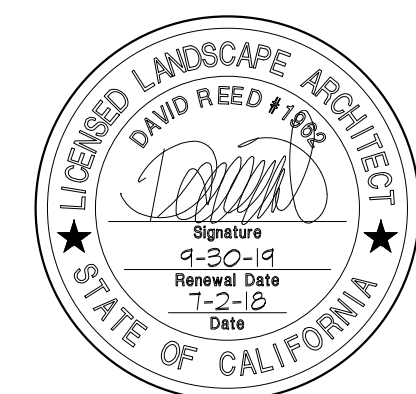


REVEGETATION PLAN
SCALE: 1"=10'-0"
A

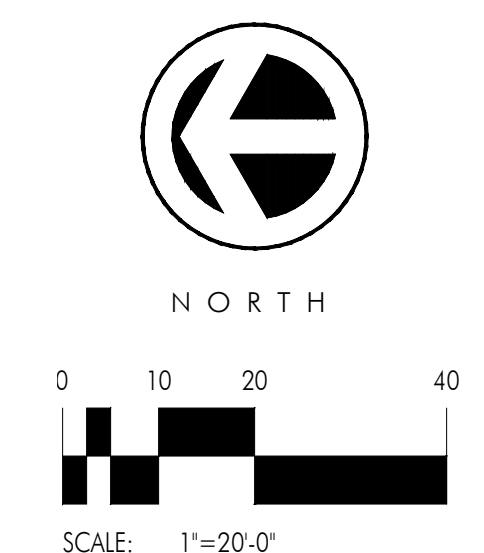


- LEGEND**
- BRUSH MANAGEMENT ZONE, TYPICAL.
 - RE-VEGETATION AREA DIEGAN COASTAL SAGE SCRUB.
 - RE-VEGETATION AREA SCRUB OAK CHAPARRAL.
 - BONDED FIBER MATRIX: TYPE 13 HYDROMULCH, PER SPECS., SECTION (800-1.25m).

REFERENCE:
 WATER: 5818-W
 SEWER: _____
 STORM DRAIN: _____
 GAS: 16072-118835
 ELECTRIC: 16065-118830
 CABLE TV: _____
 TELEPHONE: _____
 IMPROVEMENTS: _____
 100' SCALE/FIELD BOOK: 120S
 THOMAS BROS.: 1269 7H
 HGL: 536



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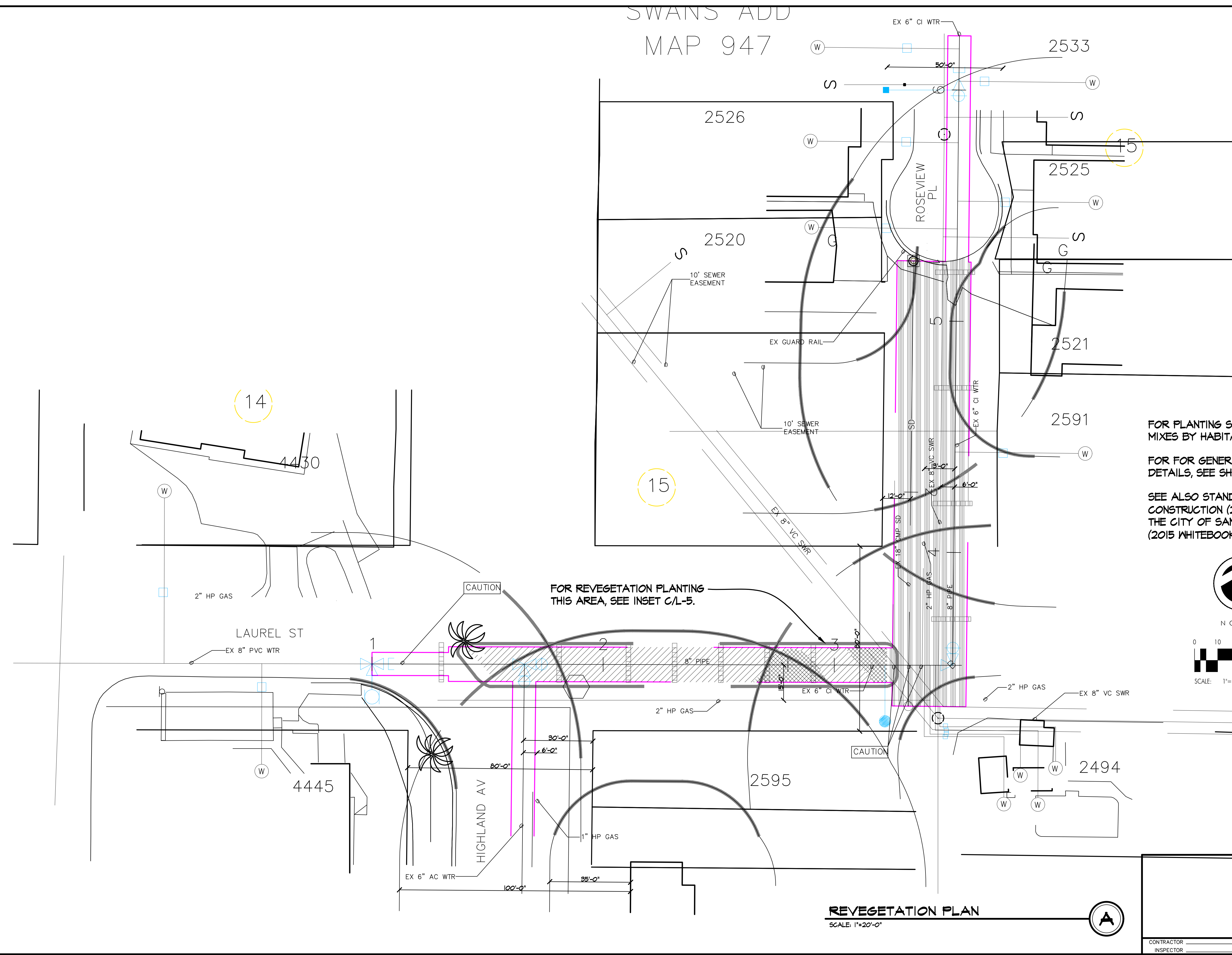


RE-VEGETATION PLAN
SCALE: 1"=20'-0"
LP-1

WATER AND STORM DRAIN GROUP 968	
ALLEY BLOCK 136	
QUINCE ST (PAPER ST) TO REDWOOD ST (PAPER ST)	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET XX OF XX SHEETS	
WATER WBS: B-14099	SD WBS: B-15028
APPROVED FOR CITY ENGINEER: MICHAEL NINH	DATE: _____
PRINT NAME: MICHAEL NINH	RCE#: _____
DESCRIPTION: ORIGINAL	BY: _____
APPROVED: _____	DATE: _____
FILMED: _____	DATE: _____
SUBMITTED BY: MARYAM LIAGHAT, PROJECT MANAGER	
CHECKED BY: BOBAK MADGEDI, PROJECT ENGINEER	
206-1737 CCS27 COORDINATE	
6298407-1846444 CCS83 COORDINATE	
CONTRACTOR: _____	DATE STARTED: _____
INSPECTOR: _____	DATE COMPLETED: _____
38719-XX-D	

ALLEY BLOCK 136

SWANS ADD
MAP 947

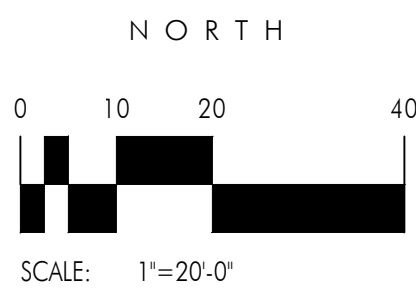
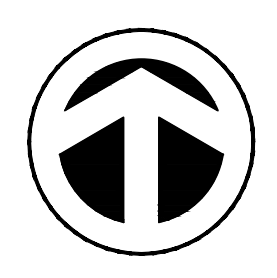


- LEGEND**
- BRUSH MANAGEMENT ZONE, TYPICAL.
 - RE-VEGETATION AREA DIEGAN COASTAL SAGE SCRUB.
 - RE-VEGETATION AREA SCRUB OAK CHAPARRAL.
 - BONDED FIBER MATRIX TYPE 13 HYDROMULCH, PER SPECS., SECTION (800-1.25m).

FOR PLANTING SUCCESS CRITERIA, PLANTING LIST & HYDROSEED MIXES BY HABITAT, SEE SHEET LP-5.

FOR FOR GENERAL RE-VEGETATION NOTES, PLANTING NOTES & DETAILS, SEE SHEET LP-6.

SEE ALSO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015 GREENBOOK) AND THE CITY OF SAN DIEGO SUPPLEMENT TO THE 2015 GREENBOOK (2015 WHITEBOOK).



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REVEGETATION PLAN
SCALE: 1"=20'-0"

RE-VEGETATION PLAN LP-2

WATER AND STORM DRAIN GROUP 968
LAUREL ST
HIGHLAND AV TO ROSEVIEW PL
SOUTH OF LAUREL ST

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET XX OF XX SHEETS		WATER WBS B-14099 SD WBS B-15028
APPROVED BY: FOR CITY ENGINEER MICHAEL NINH PRINT NAME	DATE	SUBMITTED BY: MARYAM LIAGHAT PROJECT MANAGER
DESCRIPTION	BY	CHECKED BY: BOBAK MADGEDI PROJECT ENGINEER
ORIGINAL	BM/EG	206-1737 CCS27 COORDINATE
		6298407-1846444 CCS83 COORDINATE
CONTRACTOR	DATE STARTED	38719-XX-D
INSPECTOR	DATE COMPLETED	

CITY HEIGHTS

165 MAP 1007

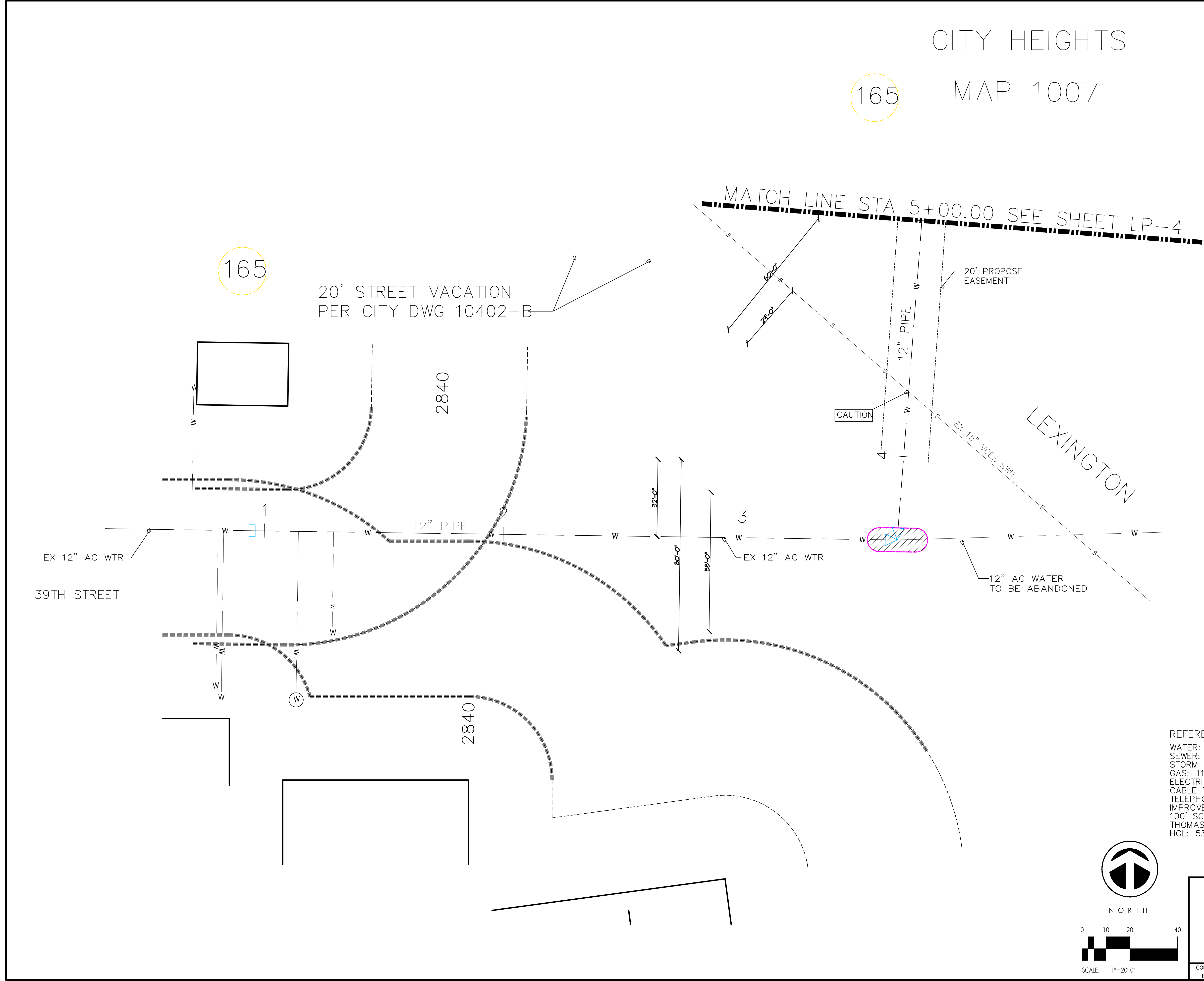
FOR PLANTING SUCCESS CRITERIA, PLANTING LIST & HYDROSEED MIXES BY HABITAT, SEE SHEET LP-5.

FOR FOR GENERAL RE-VEGETATION NOTES, PLANTING NOTES & DETAILS, SEE SHEET LP-6.

SEE ALSO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015 GREENBOOK) AND THE CITY OF SAN DIEGO SUPPLEMENT TO THE 2015 GREENBOOK (2015 WHITEBOOK).

LEGEND

- BRUSH MANAGEMENT ZONE, TYPICAL.
- RE-VEGETATION AREA DIEGAN COASTAL SAGE SCRUB (NON-IRRIGATED).

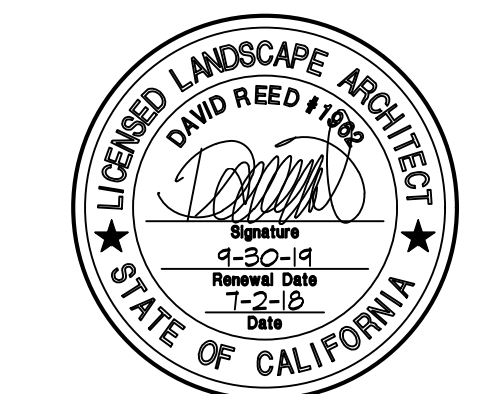


39TH STREET



DAVID REED
LANDSCAPE ARCHITECTS

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SAN DIEGO, CALIFORNIA 92103
(619) 239-3300
www.drosla.com



REFERENCE:
WATER: 6169-0-W
SEWER: 1665-0-D
STORM DRAIN:
GAS: 11190-L
ELECTRIC: NONE
CABLE TV: NONE
TELEPHONE: NONE
IMPROVEMENTS:
100' SCALE/FIELD BOOK:
THOMAS BROS.:
HGL: 536

RE-VEGETATION PLAN LP-3

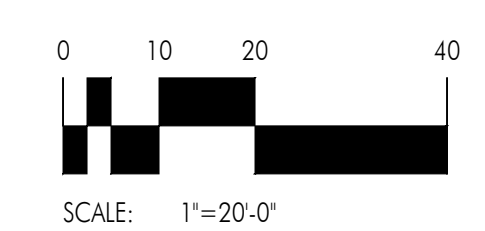
WATER AND STORM DRAIN GROUP 968

39TH STREET

39TH STREET NORTH OF MANZANITA DR

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET XX OF XX SHEETS

APPROVED:		DATE		SUBMITTED BY:	
FOR CITY ENGINEER				MARYAM LIAGHAT	
MICHAEL NINH				PROJECT MANAGER	
PRINT NAME		RCE#		CHECKED BY:	
				BOBAK MADGEDI	
DESCRIPTION		BY		PROJECT ENGINEER	
ORIGINAL	BM/EG	APPROVED	DATE	FILED	
				206-1737	
				CCS27 COORDINATE	
				6298407-1846444	
				CCS83 COORDINATE	
CONTRACTOR		DATE STARTED		38719-XX-D	
INSPECTOR		DATE COMPLETED			



MATCH LINE STA 5+00.00 SEE SHEET LP-3

35

LEXINGTON RK

MAP 1696

20' PROPOSED EASEMENT

FOR REVEGETATION PLANTING THIS AREA, SEE INSET B/L-6.

12" PIPE


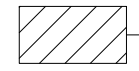
20' PROPOSED EASEMENT

FOR PLANTING SUCCESS CRITERIA, PLANTING LIST & HYDROSEED MIXES BY HABITAT, SEE SHEET LP-5.

FOR GENERAL RE-VEGETATION NOTES, PLANTING NOTES & DETAILS, SEE SHEET LP-6.

SEE ALSO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2015 GREENBOOK) AND THE CITY OF SAN DIEGO SUPPLEMENT TO THE 2015 GREENBOOK (2015 WHITEBOOK).

LEGEND

-  BRUSH MANAGEMENT ZONE, TYPICAL.
-  RE-VEGETATION AREA DIEGAN COASTAL SAGE SCRUB.

3958

CUTOFF WALL

AIR VALVE

3944

MAP 1696

35

EXISTING COMMUNITY GARDEN AREA. RESTORE AT END OF CONSTRUCTION, PER PARKS AND RECREATION DEPT.

REFERENCE:
 WATER: 6169-0-W
 SEWER: 1665-0-D
 STORM DRAIN:
 GAS: 11190-L
 ELECTRIC: NONE
 CABLE TV: NONE
 TELEPHONE: NONE
 IMPROVEMENTS:
 100' SCALE/FIELD BOOK:
 THOMAS BROS.:
 HGL: 536



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RE-VEGETATION PLAN LP-4

WATER AND STORM DRAIN GROUP 968

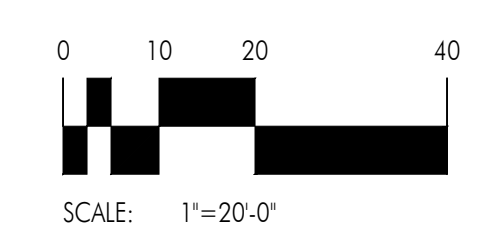
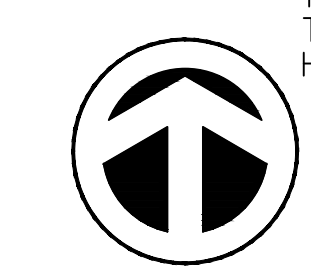
39TH STREET

39TH STREET NORTH OF MANZANITA DR

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET XX OF XX SHEETS

WATER WBS B-14099
 SD WBS B-15028

APPROVED:		DATE		SUBMITTED BY:	
FOR CITY ENGINEER				MARYAM LIAGHAT	
MICHAEL NINH				PROJECT MANAGER	
PRINT NAME		RCE#		CHECKED BY:	
				BOBAK MADGEDI	
DESCRIPTION		BY		PROJECT ENGINEER	
ORIGINAL	BM/EG	APPROVED	DATE	FILED	
				206-1737	
				CCS27 COORDINATE	
				6298407-1846444	
				CCS83 COORDINATE	
CONTRACTOR		DATE STARTED		38719-XX-D	
INSPECTOR		DATE COMPLETED			



SCALE: 1"=20'-0"

MAP 1696

39TH STREET

PLANTING LIST - ALL SHEETS

LOW GROWING SPECIES WITHIN PIPELINE AND FUEL MANAGED AREAS
DIEGAN COASTAL SAGE SCRUB HABITAT

ABBR.	NUMBER	SIZE	SCIENTIFIC NAME	COMMON NAME	HEIGHT	SPREAD
ART. CAL.	13	1 GAL.	ARTEMISIA CALIFORNICA	COASTAL SAGEBRUSH	3'-4'	2'-3'
BAH. LAC.	22	1 GAL.	BAHIOPSIS LACINATA	SAN DIEGO SUNFLOWER	3'	3'
ENC. CAL.	28	1 GAL.	ENCHELIA CALIFORNICA	CALIFORNIA ENCELIA	4'	3.5'
ERI. FAS.	37	1 GAL.	ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	3'-4'	4'
MIM. PUN.	13	1 GAL.	MIMULUS PUNICEUS	MONKEY FLOWER	2'	3'
SAL. API.	13	1 GAL.	SALVIA APIANA	WHITE SAGE	3.5'	3.5'

LOW GROWING SPECIES WITHIN PIPELINE FUEL MANAGED AREAS
SCRUB OAK CHAPARRAL HABITAT

ABBR.	NUMBER	SIZE	SCIENTIFIC NAME	COMMON NAME	HEIGHT	SPREAD
ART. DOU.	4	1 GAL.	ARTEMISIA DOUGLASIANA	MUGWORT	2'-3'	3'
ISO. ARB.	9	1 GAL.	ISOMERIS ARBOREA	BLADDER POD	3'-5'	5'
SAL. API.	5	1 GAL.	SALVIA APIANA	WHITE SAGE	3.5'	3.5'
SOL. PAR.	3	1 GAL.	SOLANUM PARISHII	NIGHTSHADE	3'	3'
YUC. WHI.	4	1 GAL.	YUCCA WHIFFLEI	OUR LORD'S CANDLE	3'	4'

TASK 44 SCRUB OAK CHAPARRAL HYDROSEED MIX

SCIENTIFIC NAME	COMMON NAME	SEED COUNT	PLS./LB.	PLS LBS./ACRE
ACMISPON GLABER	DEERWEED	450,000	158,840	7 LBS.
ARTEMISIA DOUGLASIANA	MUGWORT	5,000,000	500,000	2 LBS.
ISOMERIS ARBOREA	BLADDER POD	6500	1,480	4 LBS.
KECKIELLA CORDIFOLIA	HEART LEAFED PENSTEMON	2,500,000	1,984,000	1 LB.
LASTHENIA CALIFORNICA	DWARF GOLDFIELDS	3,250,000	1,750,000	2 LBS.
LUPINUS SUCCULENTUS	ARROYO LUPINE	15,000	12,000	3.5 LBS.
NASSELLA PULCHRA	PURPLE NEEDLE GRASS	415,000	80,250	1.5 LBS.
PHACELIA DISTANS	COMMON PHACELIA	24,000,000	499,000	1 LB.
SALVIA APIANA	WHITE SAGE	325,000	49,900	1 LB.

BINDER - GUAR GUM
FERTILIZER - TRI-G 6-2-4
MULCH - VIRGIN WOOD FIBER
MYCO - DRENCH BY TRI-C

250 LBS./ACRE
500 LBS./ACRE
2000 LBS./ACRE
2 OZ./100 GAL. SLURRY

TASK 44 DIEGAN COASTAL SAGE SCRUB HYDROSEED LIST

SCIENTIFIC NAME	COMMON NAME	SEED COUNT	PLS./LB.	PLS LBS./ACRE
ACMISPON GLABER	DEERWEED	450,000	158,840	10 LBS.
ARTEMISIA CALIFORNICA	COASTAL SAGEBRUSH	5,500,000	1,034,280	1.5 LBS.
BAHIOPSIS LACINATA (VIGUIERA LACINATA)	SAN DIEGO SUNFLOWER	850,000	179,800	1.5 LBS.
CALIFORNIA ENCELIA	CALIFORNIA ENCELIA	290,000	48,045	5 LBS.
MIMULUS PUNICEUS	MONKEY FLOWER	13,000,000	158,400	1 LB.
PLANTAGO ERRECTA	DWARF PLANTAIN	250,000	238,500	25 LBS.
SALVIA APIANA	WHITE SAGE	325,000	49,900	1 LB.

BINDER - GUAR GUM
FERTILIZER - TRI-G 6-2-4
MULCH - VIRGIN WOOD FIBER
MYCO - DRENCH BY TRI-C

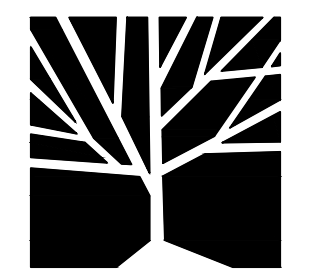
250 LBS./ACRE
500 LBS./ACRE
2000 LBS./ACRE
2 OZ./100 GAL. SLURRY

HYDROSEED MIX SITE 8: ADD 170 LBS. PER ACRE OF SHELL OR LIMESTONE LIME (DO NOT USE OTHER TYPES).
HYDROSEED MIX SITE 10: ADD 80 LBS. PER ACRE OF SULFUR 250 LBS. PER ACRE OF GYPSUM
HYDROSEED MIX SITE 12: ADD 250 LBS. PER ACRE OF GYPSUM

NOTE:
BEFORE THE START OF RE-VEGETATION PLANTING OR HYDROSEEDING, CONTRACTOR SHALL INSTALL STRAIN TUBES AT 20' O.C. MAX., ON CONTOUR. STRAIN TUBES SHALL REMAIN IN PLACE THROUGHOUT THE PEP AND UNTIL THERE IS AT LEAST 10% COVER OVER THE RE-VEGETATION AREA.

LEGEND

- BRUSH MANAGEMENT ZONE, TYPICAL.
- RE-VEGETATION AREA DIEGAN COASTAL SAGE SCRUB
- RE-VEGETATION AREA SCRUB OAK CHAPARRAL
- BONDED FIBER MATRIX: TYPE B3 HYDROMULCH, PER SPECS., SECTION (800-1.2.5m)

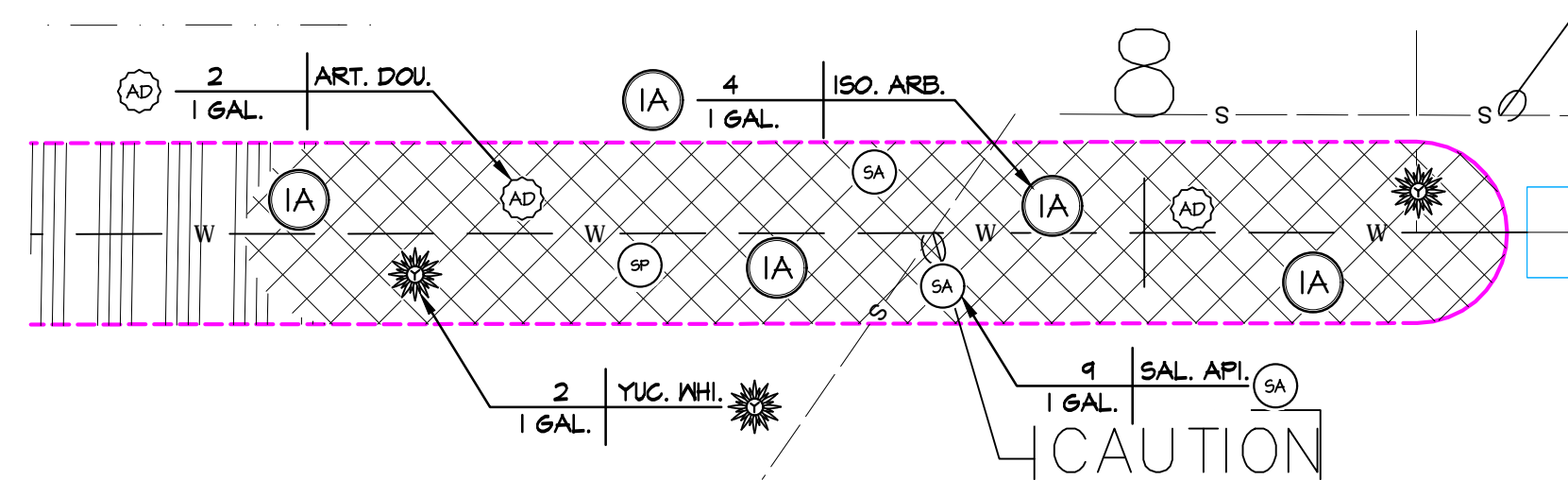


DAVID REED LANDSCAPE ARCHITECTS

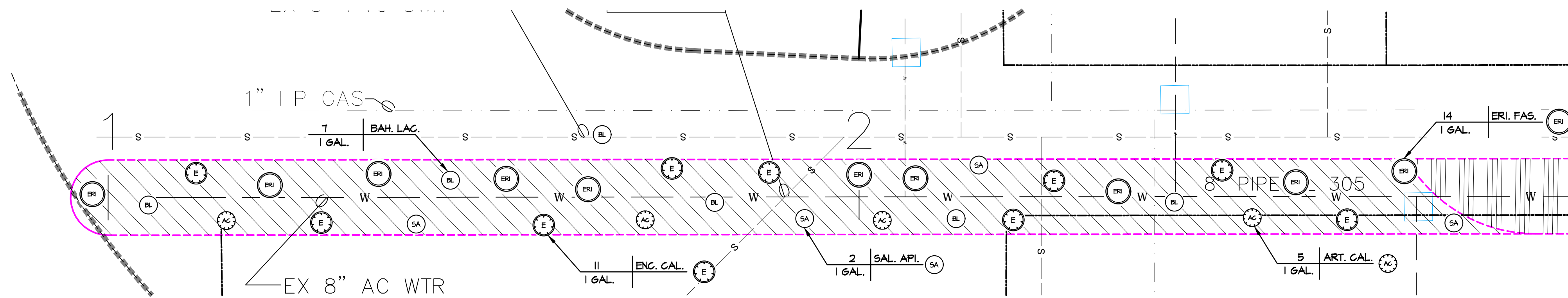
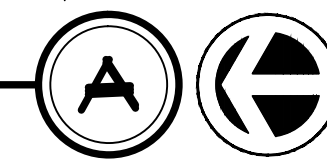


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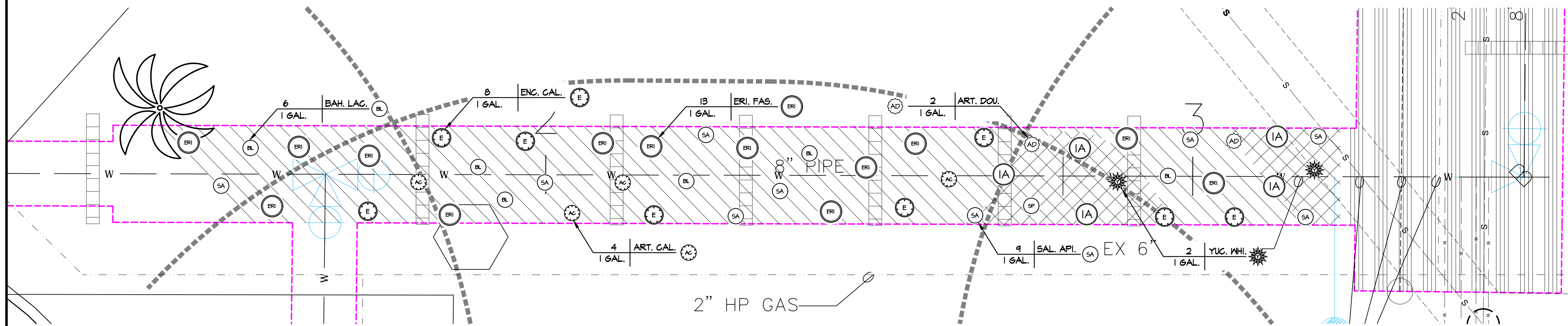
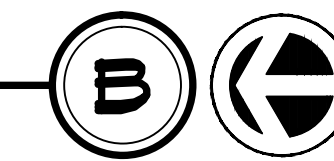
FOR PLANTING NOTES & DETAILS, SEE SHEET LP-6.
SEE ALSO STANDARD SPECS.



INSET FROM LP-1
SCALE: 1" = 10'-0"



INSET FROM LP-1
SCALE: 1" = 10'-0"



INSET FROM LP-2
SCALE: 1" = 10'-0"

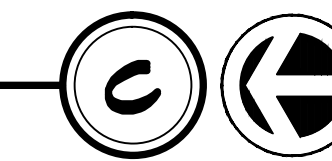
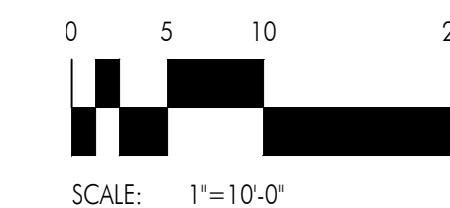


TABLE 1: SUCCESS CRITERIA

DCSS REVEGETATION	PERFORMANCE STANDARDS				
	PERCENTAGE COVER NATIVE VEGETATION	PERCENTAGE NON-COVER NATIVE VEGETATION		CONTAINER PLANT SURVIVAL	PERCENTAGE HYDROSEED COVER
		HERBACEOUS	CAL-IPC LISTED SPECIES		
120 DAYS	HEALTHY ESTABLISHMENT OF NATIVE PLANT MATERIAL AND NO EROSION	< 15	0	100	50
YEAR 1		< 15	0	100	85
YEAR 2 (25 MONTH)		< 15	0	80	90

TABLE 2: SUCCESS CRITERIA

SCRUB OAK CHAPARRAL REVEGETATION	PERFORMANCE STANDARDS				
	PERCENTAGE COVER NATIVE VEGETATION	CONTAINER PLANT SURVIVAL			PERCENTAGE HYDROSEED COVER
		120 DAY PEP	HEALTHY ESTABLISHMENT OF NATIVE PLANT MATERIAL AND NO EROSION	120 DAY PEP	
120 DAYS PEP	HEALTHY ESTABLISHMENT OF NATIVE PLANT MATERIAL AND NO EROSION	120 DAY PEP	HEALTHY ESTABLISHMENT OF NATIVE PLANT MATERIAL AND NO EROSION	120 DAY PEP	HEALTHY ESTABLISHMENT OF NATIVE PLANT MATERIAL AND NO EROSION
YEAR 1	80	YEAR 1	80	YEAR 1	80
YEAR 2 (25 MONTH)	85	YEAR 2 (25 MONTH)	85	YEAR 2 (25 MONTH)	85



WATER AND STORM DRAIN GROUP 968
ALLEY BLOCK 136
QUINCE ST (PAPER ST) TO REDWOOD ST (PAPER ST)
CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET XX OF XX SHEETS

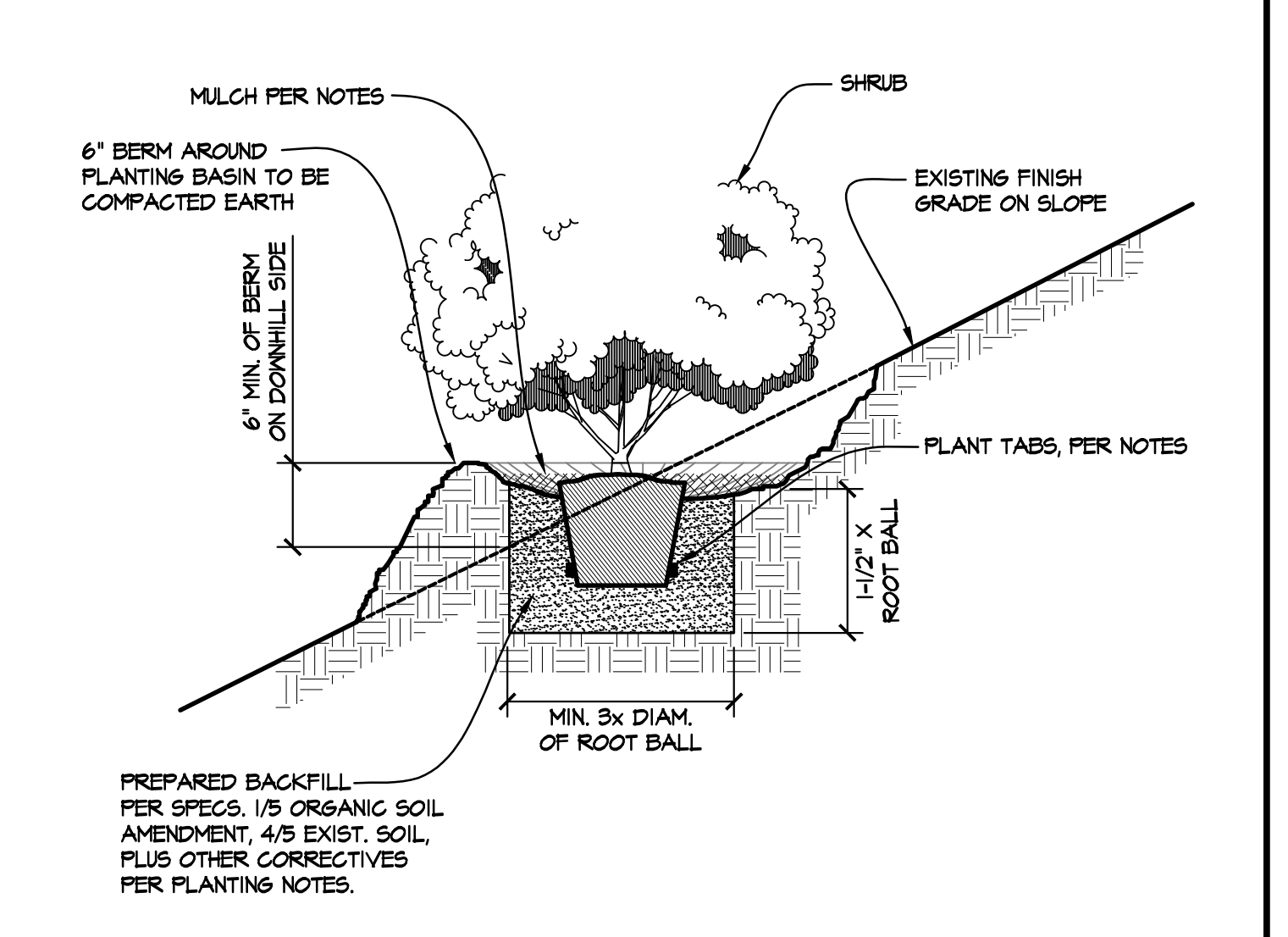
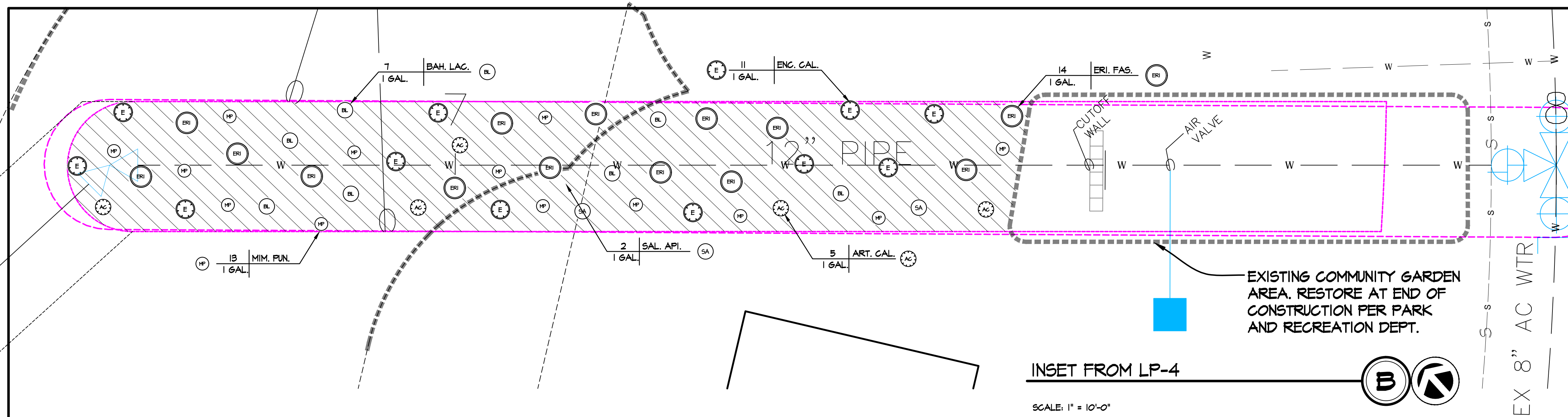
WATER WBS: B-14099
SD WBS: B-15028

APPROVED: _____ DATE: _____
FOR CITY ENGINEER: MICHAEL NINH
PRINT NAME: _____ RCE#: _____
DESCRIPTION: ORIGINAL
BY: BM/EG
APPROVED: _____ DATE: _____
FILMED: _____

SUBMITTED BY: MARYAM LIAGHAT, PROJECT MANAGER
CHECKED BY: BOBAK MADGEDI, PROJECT ENGINEER
206-1737
CCS27 COORDINATE
6298407-1846444
CCS83 COORDINATE

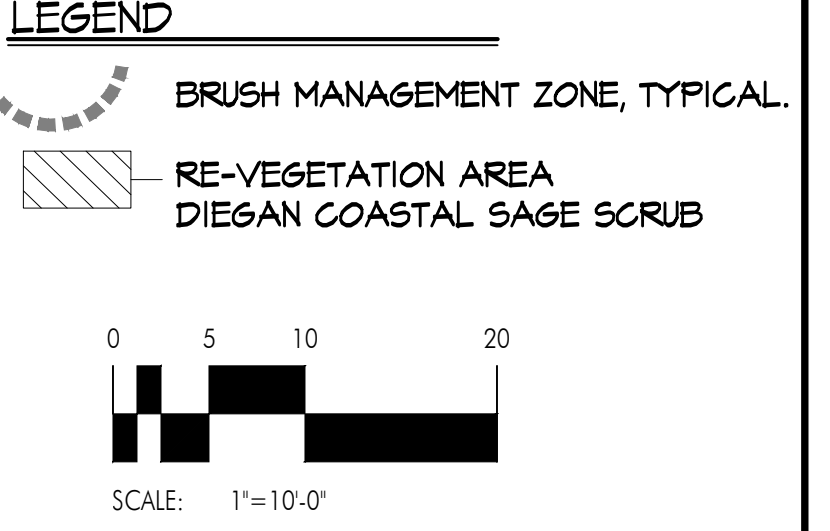
CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

38719-XX-D



SLOPE PLANTING
NOT TO SCALE

FOR PLANTING & HYDROSEED LISTS, SEE SHEET LP-5.
SEE ALSO STANDARD SPECS.



GENERAL RE-VEGETATION NOTES

- REVEGETATION OF THE PROJECT AREA SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SAN DIEGO WHITEBOOK, CITY LANDSCAPE STANDARDS, AND CITY SPECIFICATIONS UNDER THE DIRECTION OF THE RESIDENT ENGINEER (RE) AND PROJECT BIOLOGIST.
- THE MHPA BOUNDARY IS SHOWN ON THE PLANS. WITHIN OR ADJACENT TO THE MHPA (WITHIN 100 FT) NO NOISE GENERATING ACTIVITIES (ABOVE 60 DB(A)) ARE ALLOWED BETWEEN MARCH 1 AND AUGUST 15 WITHOUT A BIOLOGIST'S APPROVAL.
- THE GENERAL AVIAN BREEDING SEASON IS FEBRUARY 1 - SEPTEMBER 15. NO GRADING, TRENCHING, VEGETATION REMOVAL, BRUSH MANAGEMENT ACTIVITIES, OR TRIMMING IS ALLOWED WITHOUT A PRE-CONSTRUCTION NEST SURVEY CONDUCTED BY A BIOLOGIST OR CITY REPRESENTATIVE.
- THE UPPER EIGHT INCHES (8") OF TOPSOIL FROM THE SITE SHALL BE SALVAGED, IF SOIL IS REMOVED, AND/OR AS DIRECTED BY THE RE AND PROJECT BIOLOGIST. PROJECT BIOLOGIST SHALL ENSURE THAT SOIL WILL BE STOCKPILED WITHIN THE LIMITS OF THE PROJECT, NO MORE THAN THREE FEET HIGH WHEN POSSIBLE. BMPs, SILT FENCING, AND/OR COVER SHALL BE INSTALLED AROUND THE STOCKPILE TO PREVENT EROSION AND AS A BARRIER TO PRECLUDE ANY UNAUTHORIZED ACCESS, OR AS RECOMMENDED BY THE PROJECT BIOLOGIST.
- PRIOR TO REVEGETATION AND/OR PLANT INSTALLATION, THE PROJECT BIOLOGIST SHALL PROVIDE WRITTEN RECOMMENDATIONS TO THE RE AS TO THE SALVAGED SOIL RELOCATION, RE-COMPACTION (E.G. MAX 75 PERCENT WITHIN THE TOP 8 INCHES), AND/OR PREPARATION FOR REVEGETATION PURPOSES TO BE DONE BY THE CONTRACTOR. IF TOPSOIL CANNOT BE SALVAGED, CLEAN AND WEED-FREE CLASS 60A TOPSOIL WILL BE PROVIDED AND INSTALLED BY CONTRACTOR.
- ALL EROSION CONTROL MEASURES (I.E. JUTE NETTING, STRAW WADDLES, GRAVEL BAGS) WILL BE INSTALLED IMMEDIATELY FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITIES, REVEGETATION ACTIVITIES SUCH AS INSTALLATION OF CONTAINER PLANTS, HYDROSEED APPLICATION, AND TEMPORARY IRRIGATION SHOULD BE CONDUCTED DURING THE RAINY SEASON (OCTOBER TO APRIL) FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND REPLACING ALL BMPs THROUGHOUT THE 120 DAY PEP AND 25 MONTH MAINTENANCE AND MONITORING PERIOD. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE PROJECT AREA IS FREE OF EROSION THROUGHOUT THE 120 DAY PEP AND 25 MONTH MAINTENANCE AND MONITORING PERIOD, AND IS RESPONSIBLE FOR REPAIRING ALL SOIL EROSION.
- REPLACEMENT OF ORNAMENTALS (IN KIND) SHALL BE MONITORED AND MAINTAINED FOR A PERIOD OF NO LESS THAN 90 DAYS TO ENSURE SUCCESSFUL ESTABLISHMENT OF PLANTINGS PER CONTRACT SPECIFICATIONS.
- ORANGE CONSTRUCTION FENCE (OR IF IN A WILDLIFE AREA, A YELLOW ROPE BARRIER AS DIRECTED BY THE RE) SHALL BE INSTALLED TO PREVENT UNAUTHORIZED ACCESS TO THE PROJECT AREA. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE FENCE/BARRIER THROUGHOUT THE DURATION OF THE PROJECT, FROM THE INSTALLATION OF ALL REVEGETATION PLANT MATERIALS THROUGH THE 120 DAY PEP, AND UNTIL THE END OF THE 25 MONTH 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 FENCING.
- CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND PROPERLY DISPOSING OF ALL TRASH AND/OR DEBRIS FROM THE PROJECT AREA THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR SHALL REMOVE ALL TEMPORARY IRRIGATION LINES, NON-BIODEGRADABLE (PLASTIC MESH) BMPs (E.G. SILT FENCING, STRAW WADDLES, GRAVEL BAGS, ETC.), AND ALL APPURTENANCES FOLLOWING ACCEPTANCE OF REVEGETATION BY THE RE AND THE CITY REPRESENTATIVE.

- 25-FOOT (7.6 METERS X 7.6 METERS) SHALL BE REPLANTED AT THE DIRECTION OF THE PROJECT BIOLOGIST VIA THE ENGINEER.
 - FILLED NEEDS AND DEBRIS SHALL BE TRANSPORTED AND DISPOSED OF LEGALLY OFFSITE IMMEDIATELY TO PREVENT ANY SEED DISPERSAL ON THE SITE.
 - HERBICIDES SHALL BE APPLIED UNDER THE DIRECTION OF THE BIOLOGIST AND SHALL CONTAIN GREEN DYE.
 - ALL WEEDY SPECIES SHOULD BE CLEARED APPROXIMATELY TWO WEEKS FOLLOWING HERBICIDE APPLICATION.
 - NEED SEEDLINGS AND SPROUTS SHALL BE REMOVED BEFORE ATTAINING 6-INCHES IN HEIGHT AND/OR BEFORE PRODUCING SEED.
- TEMPORARY IRRIGATION (UNDER THE DIRECTION OF THE RE AND PROJECT BIOLOGIST, TEMPORARY IRRIGATION WILL BE APPLIED AS FOLLOWS):**
- SEE SHEET LI-5
- EROSION CONTROL**
- EROSION CONTROL MATERIAL SHOULD BE SELECTED BASED ON THE SLOPE AND USE OF THE AREA (I.E. CONSTRUCTION CORRIDORS STEEPER THAN A 3:1 SLOPE SHALL RECEIVE EROSION CONTROL MATTING IMMEDIATELY AFTER GRADING).
 - EROSION CONTROL MATERIALS, SUCH AS STRAW MATTLES AND JUTE CLOTH, SHALL BE COMPOSED OF ALL NATURAL MATERIALS THAT ARE BIODEGRADABLE.
 - THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN BMPs (WEEKLY MAINTENANCE/REPLACEMENT, PREPARATION FOR STORM EVENTS) DURING 120-DAY PEP PERIOD. THE LANDSCAPE CONTRACTOR SHALL ASSUME RESPONSIBILITY OF BMP MAINTENANCE ONCE THE PEP PERIOD HAS ENDED.
- SEED MIXES**
- THE SEED MIX SHOWN IN THE TABLE(S) SHALL BE APPLIED IN ALL NON-HARDSCAPED AREAS DISTURBED BY THE PROJECT. THE SEED SHALL BE INSTALLED VIA HYDROSEED METHODS, UNLESS OTHERWISE DIRECTED BY THE PROJECT BIOLOGIST. SEED APPLIED BETWEEN NOVEMBER - MARCH SHALL BE COVERED BY CONTRACTOR WITH SUITABLE BIODEGRADABLE COVER AS APPROVED BY THE PROJECT BIOLOGIST.
 - ALL SEEDS SHALL MEET THE MINIMUM % PURE LIVE SEED (PLS) AS NOTED IN TABLES. IF MINIMUM % PLS CANNOT BE MET CONTRACTOR TO COORDINATE AND OBTAIN WRITTEN APPROVAL FROM THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE.
 - ALL SEEDS SHALL ORIGINATE FROM SAN DIEGO COUNTY AND NO MORE THAN 10-MILES FROM THE COAST. CONTRACTOR SHALL RETAIN AND SUBMIT ALL SEED TAGS FOR SEED PRODUCTS TO BE USED TO THE RE AND PROJECT BIOLOGIST PRIOR TO APPLICATION. IF SEED CANNOT BE PROCURED THAT MEETS THIS CRITERIA, THE CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE SEED IS NOT AVAILABLE AND NOTIFY THE CITY REPRESENTATIVE AND THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE. (NOTE TO REVEGETATION DESIGN TEAM: PROJECTS LOCATED WITHIN STATE PARKS, PRESERVES, RARE HABITATS, OR HIGHLY SENSITIVE AREAS MAY REQUIRE SEED AND PLANT MATERIAL TO BE COLLECTED FROM THE IMMEDIATE AREA. DISCUSS WITH CITY BIOLOGIST IF PROJECT OCCURS IN THESE AREAS)
- HYDROSEED PROCEDURES: (REVEGETATION PLAN DESIGNER TO DETERMINE APPROPRIATE APPLICATION METHODS AND RATES)**
- SEEDING SHALL OCCUR ONLY AFTER THE PROJECT BIOLOGIST HAS OBSERVED AND APPROVED THAT THE SITE HAS BEEN PROPERLY PREPARED.
 - HYDROSEED WILL BE APPLIED IN A TWO-STEP PROCESS. HYDROSEED WILL BE APPLIED FIRST TO ENSURE ADEQUATE SEED - SOIL CONTACT, A HYDROMULCH APPLICATION WILL FOLLOW HYDROSEED APPLICATION TO STABILIZE THE SOIL. HYDROMULCH SHOULD INCLUDE 100% VIRGIN WOOD FIBER MULCH AT 2,000 POUNDS PER ACRE, AND A SOIL TACKIFIER, EITHER GUAR-BASED AT 50 LBS./ACRE OR PSYLLIUM-BASED AT 150 LBS./ACRE.
 - ONLY AS DIRECTED BY THE RE AND PROJECT BIOLOGIST TYPE 9 MULCH (WOOD FIBER) OR BONDED FIBER MATRIX (BFM) SHALL BE APPLIED AT THE MINIMUM RATE OF 1500 POUNDS PER ACRE; HYDROPOST PREMIUM COMPOST, OR EQUAL, SHALL BE APPLIED AT THE MINIMUM RATE OF 1,000 POUNDS PER ACRE; BIOSOL MIX T-2-S 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 STACKED WITH TYPE 10 MULCH (STABILIZING EMISSION) 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 NETTING AGENT CONSISTING OF ONE TON PER ACRE AGRICULTURAL GYPSUM (85% ALCYL 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 SLURRY 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.
- TABLE X: HYDRO SLURRY COMPONENTS**
FOR SLURRY COMPONENTS SEE HYDROSEED MIX LIST, SEE SHEET LP-5.
- CONTAINER PLANT PROCEDURES:**
- PLANTING PITS FOR CONTAINER PLANTS SHALL BE APPROXIMATELY 1.5 TIMES AS DEEP AND 3 TIMES AS WIDE AS THE CONTAINER SIZE. ALL PLANTING PITS SHALL BE FILLED WITH WATER AND ALLOWED TO COMPLETELY DRAIN PRIOR TO PLANT INSTALLATION. AFTER THE PLANTING PITS HAVE BEEN PRESOAKED, THE CONTRACTOR SHALL BACKFILL THE HOLE TO THE APPROPRIATE PLANTING DEPTH AND SET PLANTS IN THE CENTER OF THE HOLE, BACKFILL THE HOLE, AND THOROUGHLY APPLY MORE WATER.
 - A WATERING BASIN, APPROXIMATELY TWICE THE SIZE OF THE PLANT CANOPY SHALL BE CREATED. THE CONTRACTOR SHALL APPLY 2-INCHES OF WEEP FREE MULCH INSIDE THE WATERING BASIN.
 - STAKES SHALL BE INSTALLED ON ALL TREES FOR STABILIZATION.
 - ALL PLANTS SHALL HAVE ORIGINATED FROM SEED OR CUTTINGS OBTAINED FROM COASTAL SAN DIEGO COUNTY WITHIN 25 MILES OF THE COASTLINE. ALL PLANTS SHALL HAVE BEEN GROWN UNDER CLIMATIC AND IN SOIL CONDITIONS COMPARABLE TO THOSE OF THE PROJECT SITE. SUBSTITUTIONS SHALL NOT BE PERMITTED WITHOUT PRIOR AUTHORIZATION FROM THE CITY REPRESENTATIVE AND/OR PROJECT BIOLOGIST. CONTAINER PLANTS SHALL BE PROCURED FROM A NURSERY QUALIFIED TO PROPAGATE AND CARE FOR PLANT SPECIES.
 - CONTAINER PLANT MATERIAL MUST BE DELIVERED TO THE PROJECT SITE AT THE APPROPRIATE TIME, IN A HEALTHY AND VIGOROUS CONDITION AND LABELED CLEARLY. THE PROJECT BIOLOGIST WILL REJECT PLANT MATERIAL DELIVERED PRIOR TO ITS PLANTING DATE. 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 FOR THE REVIEW AND APPROVAL BY THE PROJECT BIOLOGIST IN THE REVEGETATION AREAS. CONTAINER PLANTS SHALL BE ARRANGED BY THE CONTRACTOR IN A NATURALLY RANDOM MANNER, OBSERVING MINIMUM SPACING AS INDICATED IN THE PLANTING PALETTE.
- MAINTENANCE REQUIREMENTS**
- REVEGETATION AREA 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. THE MAINTENANCE PERIOD BEGINS ON THE FIRST DAY FOLLOWING ACCEPTANCE (AT THE END OF 120 DAY PEP) AND MAY BE EXTENDED AT THE DETERMINATION OF THE CITY REPRESENTATIVE AND RE.
 - THE 120 DAY PEP BEGINS FOLLOWING COMPLETION OF HYDROSEED APPLICATION AND PLANT INSTALLATION. THE COMPLETION OF THE 120 DAY PEP WILL BE DETERMINED BY THE CITY REPRESENTATIVE IN CONSULTATION WITH THE PROJECT BIOLOGIST. ONCE IT HAS BEEN DETERMINED THAT THE 120 PEP HAS BEEN SUCCESSFULLY COMPLETED, THE 25 MONTH MAINTENANCE MONITORING PERIOD WILL BEGIN. COMPLETION OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD WILL BE DETERMINED BY THE CITY REPRESENTATIVE IN CONSULTATION WITH THE PROJECT BIOLOGIST.
 - PRIOR TO FINAL APPROVAL, THE CITY REPRESENTATIVE MAY REQUIRE CORRECTIVE ACTION INCLUDING BUT NOT LIMITED TO WEED ERADICATION AND REMOVAL, REPLANTING, THE PROVISION OR MODIFICATION OF IRRIGATION SYSTEMS, AND THE REPAIR OF ANY SOIL EROSION OR SLOPE SLIPPAGE, IN CONSULTATION WITH THE PROJECT BIOLOGIST.
 - WEEDING, HERBICIDE, AND/OR PESTICIDE APPLICATION SHALL BE DONE REGULARLY BY CONTRACTOR. WEEDING SHALL BE DONE AT A MINIMUM OF

- BI-WEEKLY UNTIL THE END OF THE 120 DAY PEP, AND MONTHLY THROUGHOUT THE 25 MONTHS OF MAINTENANCE. WEEDS SHALL BE PROPERLY DISPOSED OF OFFSITE. CONTRACTOR SHALL OBTAIN APPROVAL FROM CITY REPRESENTATIVE AND PROJECT BIOLOGIST PRIOR TO HERBICIDE/PESTICIDE APPLICATION, AND SHALL APPLY HERBICIDE/PESTICIDE PER MANUFACTURER'S RECOMMENDATION AND ANY STATE OR CALIFORNIA GUIDELINES. CONTRACTOR MUST POSSESS A VALID STATE PESTICIDE AND/OR HERBICIDE LICENSE AT ALL TIMES.
 - CONTRACTOR SHALL CONTROL WEEDS AS IDENTIFIED BY THE PROJECT BIOLOGIST SUCH THAT NO WEED COVER EXCEEDS 5% OF THE PROJECT SITE, BEFORE THEY EXCEED TWELVE INCHES (6") IN HEIGHT, AND BEFORE THEY SET SEED. AREAS WHERE WEEDING CREATES IN EXCESS OF 25 SQUARE FEET OF BARE SOIL SHALL BE REPLANTED AND MAINTAINED BY CONTRACTOR.
 - IN AREAS WHERE NON-NATIVE GRASSLANDS (NNG) HAVE BEEN DISTURBED, ALL COVERAGE REQUIREMENTS CAN BE ACHIEVED BY ESTABLISHMENT OF NATIVE OR NON-NATIVE GRASSES OR FORBS THAT 1) ARE NOT LISTED IN THE CITY OF SAN DIEGO LANDSCAPE STANDARDS AS INVASIVE PLANT SPECIES AND 2) ARE NOT RATED BY THE CALIFORNIA INVASIVE PLANT COUNCIL (CAL-IPC) AS HIGHLY INVASIVE.
- BRUSH MANAGEMENT ZONE REVEGETATION REQ'S**
- THIS PROJECT IS LOCATED IN THE BRUSH MANAGEMENT ZONE (WITHIN 100-FOOT OF HABITABLE STRUCTURES). THE CONTRACTOR IS REQUIRED TO MAINTAIN THE REVEGETATION AREA IN COMPLIANCE WITH THE CITY'S BRUSH MANAGEMENT GUIDELINES FOR THE DURATION OF THE PROJECT.
 - THE MAXIMUM PERFORMANCE STANDARD FOR NATIVE SHRUB COVER WILL NOT EXCEED FIFTY (50) PERCENT AFTER 2 YEARS.
- PLANTING NOTES**
- ALL PLANTING IMPROVEMENTS ARE TO BE INSTALLED AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE CRITERIA AND STANDARDS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (A.K.A. THE GREENBOOK) AND THE CITY OF SAN DIEGO SUPPLEMENT TO THE 2015 GREENBOOK (A.K.A. THE WHITEBOOK) AND ALL OTHER LANDSCAPE RELATED CITY AND STANDARDS AS OF THE APPROVED DATE OF THESE PLANS.
 - ALL CONTAINER PLANTS SHALL RECEIVE ONE OF THE 2 TYPES OF FERTILIZER TABLETS (BELOW) AT THE FOLLOWING RATES:
- | SIZE OF PLANT | # OF 7 GRAM TABLETS | # OF 21 (OR 5) GRAM TABLETS |
|---------------|---------------------|-----------------------------|
| FLAT PLANTS | 1 | 1-5 GRAM |
| 4" POTS | 1 | 2-5 GRAM |
| 1 GALLON | 3 | 1-21 GRAM |
- SHRUB PITS 5 GALLONS AND SMALLER SHALL BE 3 TIMES ROOTBALL DIAMETER WIDE AND 1-1/2 TIMES CONTAINER DEPTH.
 - DO NOT DAMAGE PLANT ROOTBALL DURING TRANSPORTATION OR PLANTING.
 - A SOIL TEST HAS BEEN MADE BY LANDSCAPE ARCHITECT, AND RECOMMENDED AMENDMENTS SHALL BE PER THESE PLANS.
 - NITROLIZED ORGANIC AMENDMENT SHALL BE TYPE 1 ORGANIC SOIL AMENDMENT.
 - ALL NATIVE PLANT PITS SHALL BE AMENDED WITH 1/5 NITROLIZED ORGANIC AMENDMENT, 4/5 NATIVE SOILS, 5 LBS. OF TR-C (6-2-4) FERTILIZER AND 1 LB. OF MYCORRHIZAL INOCULUM PER CUBIC YARD OF BACKFILL, PLUS THE FOLLOWING PER SITE:
 - SITE 8: ADD 15 LBS. LIMESTONE OR SHELL LIMESTONE (DO NOT USE OTHER TYPES) PER CU. YD. OF BACKFILL.
 - SITE 10: ADD 1 LB. PER CU. YD. OF SULFUR, AND 2.2 LBS. PER CU. YD. OF GYPSUM.
 - SITE 12: ADD 3 LBS. CU. YD. GYPSUM.
 - ALL PLANTED AREAS SHALL BE WATERED IN THOROUGHLY WITH YUCCA EXTRACT, PER MANUFACTURER'S SPECIFICATIONS IN ADVANCE OF PLANTING. ALL PLANTS SHALL BE WATERED THOROUGHLY WITH SUPERTHRIVE™ WITHIN 1 HOUR OF PLANTING.
 - ALL SHRUB PLANTING PITS ONLY SHALL BE COVERED WITH A 1" DEEP LAYER OF TYPE 9 MULCH RECYCLED, PER SPECS.
 - PLANT ESTABLISHMENT PERIOD (PEP) SHALL BE PER SECTION 802 OF THE GREENBOOK.

WATER AND STORM DRAIN GROUP 968
ALLEY BLOCK 136
QUINCE ST (PAPER ST) TO REDWOOD ST (PAPER ST)

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET XX OF XX SHEETS

WATER WS B-14099
SD WS B-15028

APPROVED FOR CITY ENGINEER: MICHAEL NINH, DATE: _____, RCE# _____
SUBMITTED BY: MARYAM LIAGHAT, PROJECT MANAGER, DATE: _____
CHECKED BY: BOBAG MADGEDI, PROJECT ENGINEER, DATE: _____

DESCRIPTION BY APPROVED DATE FILMED
ORIGINAL BM/EG _____

206-1737
CCS27 COORDINATE
6298407-1846444
CCS83 COORDINATE

CONTRACTOR INSPECTOR _____ DATE STARTED _____ DATE COMPLETED _____
38719-XX-D

APPENDIX K
LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A. Concurrent with execution of this LTMMMA, the Parties entered into a general contract (Construction Contract) for the construction of **WATER GROUP 968** (Project), WBS number **B-14099, K-20-1935-DBB-3**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTMMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **WATER GROUP 968** Requirements).
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMMA.

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

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMMA by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMMA are incorporated into this LTMMMA by this reference.
- C. **Contract Term.** This LTMMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1** of **ATTACHMENT E – Supplementary Special Provisions** and **Section 802** of the 2018 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. **Terms and Conditions.** This LTMMMA is subject to the terms and conditions of the Construction Contract included in the 2018 GREENBOOK, WHITEBOOK, and Special Provisions (**Part 0, Part 1, and Part 8**) except as otherwise stated in this LTMMMA.

E. Partial Release of Payment Bond and Performance Bond.

- 1. Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed ("Phase 2 Work").
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.
- 1.2. Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aeration, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as **Exhibit B**.
- 1.4. License.** The Contractor shall hold the following licenses in good standing:
- 1.4.1. **C-27** State Contractor's License.
 - 1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.
 - 1.4.2. Pest Control Advisor's License.
 - 1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
 - 1.4.3. Registration with the County Agriculture Commission.
 - 1.4.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
 - 1.4.5. City of San Diego Business License.
- Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C**.
- 1.5. Hours of Performance.** The Contractor shall perform the Work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator. PUBLIC WORKS CONTRACTING (PWC)** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.
- 2.2. Local Office.** The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.

- 2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24 hour emergency telephone number for this purpose.
- 2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.
- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

SETION 3: WORK SITE MAINTENANCE

- 3.1. Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to the City along with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of

the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed **\$CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM MAINTENANCE AGREEMENT – TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE EXHIBIT A.** (Contract Price).
- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.

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

- 4.31.** The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.
- 4.32.** The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.
- 4.33.** The Contractor has provided a final work summary report to the City.
- 4.34.** The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

- 5.1. Contract Bonds.** Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:
 - 1.1.1.** A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect

until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

- 5.1.2.** A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.

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

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

- 5.2.1** Obtain insurance certificates reflecting evidence of insurance:

1. Commercial General Liability
2. Commercial Automobile Liability
3. Worker's Compensation

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

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

SECTION 6: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.
- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- 6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.
- 6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with Resolution No. R-**INSERT NUMBER OF RESOLUTION AUTHORIZING ADVERTISING AND AWARD OF THE UNDERLYING CONSTRUCTION CONTRACT**, and by Contractor.

Dated this _____ day of _____, **INSERT YEAR**.

THE CITY OF SAN DIEGO

By: _____

Mayor or designee

I HEREBY CERTIFY I can legally bind **NAME OF CONTRACTOR TO BE DETERMINED DURING AWARD PROCESS** and that I have read this entire contract, this _____ day of _____, **INSERT YEAR**.

By: _____

Printed Name: _____

Title: _____

I HEREBY APPROVE the form of the foregoing Contract this

_____ day _____ of **INSERT YEAR**.

Mara W. Elliott, City Attorney

By: _____

Printed Name: _____

Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

- I. Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications, **Appendix J, Landscape and Irrigation Plans (38719-D, 11 Sheets)** which are incorporated into this Contract by this reference as though fully set forth herein.
- II. Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.
- The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

III. Method of Performing Work.

- A. Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMMA.
1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
 2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
 3. Irrigation shall be accomplished as follows:
 - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep

rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).

- b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
- d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.

4. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
- b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

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

- a) Not duplicate any coded City key furnished by City for access and operation of the controller;

- b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
- c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
- d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

- 1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- 2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
- 3. Prevent encroachment in any manner deemed objectionable by the City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2 inches in diameter with an approved pruning paint when required by the City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

C. Tree Maintenance. The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.

- 1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
- 2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTRMC. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
- 3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

D. Fertilization. The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.

1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.
2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

E. Weed Removal. The Contractor shall completely remove weeds from the Re-vegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

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

F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement

the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

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

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

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.
3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

H. Damage Reports. The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.

I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.

2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- J. Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook**.
- K. Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2018 WHITEBOOK, SECTION 802

ATTACHMENT F
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and KTA Construction, Inc., herein called "Contractor" for construction of **Water Group 968**; Bid No. **K-20-1935-DBB-3**; in the amount of Three Million Seven Hundred Thirty Thousand Five Hundred Ninety Five Dollars and Zero Cents (\$3,730,595.00), which is comprised of the Base Bid plus Additive Alternates B, C, and D, consisting of an amount not to exceed \$3,730,595.00 for Phase I.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **Water Group 968**, on file in the office of the Public Works Department as Document No. **B-14099** as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Water Group 968**, Bid Number **K-20-1935-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By Stephen Samara

Mara W. Elliott, City Attorney
By [Signature]

Print Name: Stephen Samara

Print Name: ADAM WANDER

Principal Contract Specialist
Engineering & Capital Projects Department

Deputy City Attorney

Date: 2/18/2021

Date: 2/18/21

CONTRACTOR

By [Signature]

Print Name: KJ ANDERSON

Title: V.P.

Date: 2/05/21

City of San Diego License No.: B1995007394

State Contractor's License No.: A398284

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100008298

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

AFFIDAVIT OF DISPOSAL

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

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

Water Group 968

(Project Title)

as particularly described in said contract and identified as Bid No. **K-20-1935-DBB-3**. SAP No. (WBS) **B-14099**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That KTA Construction, Inc. as Principal, and The Guarantee Company of North America USA as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

Water Group 968, K-20-1935-DBB-3

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

SIGNED AND SEALED, this 15th day of July, 2020

KTA Construction, Inc. (SEAL) The Guarantee Company of North America USA (SEAL)
(Principal) (Surety)

By: [Signature]
(Signature)

By: [Signature]
(Signature)
Lawrence F. McMahon, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On JUL 15 2020 before me, Maria Guise, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Maria Guise



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
Surety Company

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Lawrence F. McMahon, Maria Vhanneza Guise, Sarah Myers, James D. Castle, Janice Martin
Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 15th day of July, 2020

[Signature of Randall Musselman]

Randall Musselman, Secretary

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

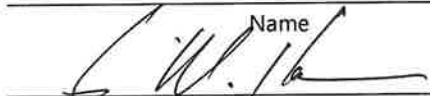
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

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

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

Contractor Name: KTA Construction Inc.

Certified By Paul M. Henderson Title President


 Name
 Signature

Date 07/16/2020

USE ADDITIONAL FORMS AS NECESSARY

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

*** FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES ***

(Use Additional Sheets As Needed)

ADDITIVE/DEDUCTIVE ALTERNATE	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	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 ^①	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: <u>Cali Construction</u> Address: <u>12935 Pomerado Rd. Suite C</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>(858) 877-0394</u> Email: <u>estimating@cali-sd.com</u>	Constructor	1000461918	948657	AC Paving	\$10,608.00	ELBE	City of San Diego	
	Name: <u>Nuline Technologies</u> Address: <u>102 Second St, Suite B</u> City: <u>Encinitas</u> State: <u>CA</u> Zip: <u>92024</u> Phone: <u>(760) 634-5153</u> Email: <u>fdurazo@nulinetech.net</u>	Constructor	1000003808	997520	CCTV	\$3,003.00			
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
KTA Construction Inc.		N/A	
Street Address	City	State	Zip
821 Tavern Rd.	Alpine	CA	91901
Contact Person, Title		Phone	Fax
Mike Henderson		(619) 562-9464	(619) 562-1685

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.

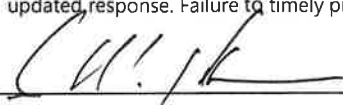
Name	Title/Position
Adam Ogden	Estimator / Project Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	Same
Interest in the transaction	
Estimating	

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.

Paul M. Henderson, President



07/16/2020

Print Name, Title

Signature

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders and contractors</i> who have been <i>debarred or 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
Paul M. Henderson	President
Kennard J. Anderson	V.P. / Corp. Secretary

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

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

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

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

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

Contractor Name: KTA Construction Inc.

Certified By Paul M. Henderson Title President


 Name _____ Date 07/16/2020
 Signature _____

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

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

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

(Principal) (SEAL)

(Surety) (SEAL)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Cross Construction	
Greg Drakos	CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
McGrath Consulting	
Micheal McGrath	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
G. Scott Asphalt	
Dan Whipple	CEO/Secretary
Lionel Kahn	CFO/Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Statewide Stripes	
David Brillhante	President
Jason McElveny	Vice President

Contractor Name: KTA Construction, Inc.

Certified By Paul M. Henderson Title President
Name

Signature Date 7-16-20

USE ADDITIONAL FORMS AS NECESSARY

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	KTA Construction, Inc. - Unit Price	KTA Construction, Inc. - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$35,000.00	\$35,000.00
2	Main Bid	237110	Drinking Water Discharge Monitoring by QSP	3-12.7.3	LS	1	\$2,500.00	\$2,500.00
3	Main Bid	237110	Dewatering Hazardous Contaminated Water	3-12.8.8	LS	1	\$10,000.00	\$10,000.00
4	Main Bid	237110	Dewatering Non-Hazardous Contaminated Water	3-12.8.8	LS	1	\$10,000.00	\$10,000.00
5	Main Bid	237110	Dewatering Permit and Discharge Fees (EOC Type I)	3-12.8.8	AL	1	\$3,000.00	\$3,000.00
6	Main Bid	238990	Preparation of Hazardous Waste Management Plan and Reporting	5-15.17	LS	1	\$10,000.00	\$10,000.00
7	Main Bid	541690	Monitoring of Contaminated Soil	5-15.17	HR	80	\$150.00	\$12,000.00

8	Main Bid	238990	Testing, Sampling, Site Storage, and Handling of Petroleum Contaminated Soil	5-15.17	TON	85	\$20.00	\$1,700.00
9	Main Bid	238990	Loading, Transportation, and Disposal of Petroleum Contaminated Soil	5-15.17	TON	85	\$80.00	\$6,800.00
10	Main Bid	238990	Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water	5-15.17	GAL	5000	\$8.00	\$40,000.00
11	Main Bid	541690	Archaeological and Native American Monitoring Program	6-6.2.1.1	LF	1180	\$10.00	\$11,800.00
12	Main Bid	541690	Suspension of Work - Resources	6-6.2.1.1 OR 6-6.2.2.1	DAY	5	\$500.00	\$2,500.00

13	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	6-6.2.3.1	AL	1	\$5,000.00	\$5,000.00
14	Main Bid	237110	Mobilization	7-3.4.1	LS	1	\$115,000.00	\$115,000.00
15	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$100,000.00	\$100,000.00
16	Main Bid	238910	Clearing and Grubbing	300-1.4	LS	1	\$50,000.00	\$50,000.00
17	Main Bid	237310	Asphalt Pavement Repair	301-1.7	TON	100	\$335.00	\$33,500.00
18	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	114792	\$1.00	\$114,792.00
19	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	114792	\$1.00	\$114,792.00
20	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type III	302-4.12.4	SF	10550	\$2.50	\$26,375.00
21	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	15718	\$8.00	\$125,744.00
22	Main Bid	237310	Crack Seal	302-15.5	LB	1500	\$6.00	\$9,000.00
23	Main Bid	237110	Cutoff Wall	303-1.12	EA	8	\$5,000.00	\$40,000.00
24	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	303-5.9	LF	25	\$65.00	\$1,625.00

25	Main Bid	237310	Additional Sidewalk Removal and Replacement	303-5.9	SF	25	\$100.00	\$2,500.00
26	Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	303-5.10.2	EA	1	\$4,200.00	\$4,200.00
27	Main Bid	237310	Curb Ramp (Type B) with Detectable Warning Tiles	303-5.10.2	EA	3	\$5,000.00	\$15,000.00
28	Main Bid	237310	Curb Ramp (Type C2) with Detectable Warning Tiles	303-5.10.2	EA	1	\$4,000.00	\$4,000.00
29	Main Bid	237310	Curb Ramp (Type C-1) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	2	\$4,900.00	\$9,800.00
30	Main Bid	237110	Phased Paving	306-1.2.1	EA	5	\$2,500.00	\$12,500.00
31	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	306-3.3.4	LF	7382	\$6.00	\$44,292.00
32	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	306-3.3.5.5	LF	3438	\$5.00	\$17,190.00
33	Main Bid	237110	Water Main (8 Inch)	306-15.1	LF	3315	\$135.00	\$447,525.00
34	Main Bid	237110	Water Main (12 Inch)	306-15.1	LF	1149	\$190.00	\$218,310.00

35	Main Bid	237110	Water Main (16 Inch)	306-15.1	LF	420	\$300.00	\$126,000.00
36	Main Bid	237110	Water Main (8 Inch, Class 305)	306-15.1	LF	2805	\$160.00	\$448,800.00
37	Main Bid	237110	Water Main (12 Inch, Class 305)	306-15.1	LF	170	\$200.00	\$34,000.00
38	Main Bid	237110	Butterfly Valve (16 Inch, Class 150B)	306-15.5	EA	3	\$6,500.00	\$19,500.00
39	Main Bid	237110	Gate Valve (8 Inch)	306-15.5	EA	14	\$1,800.00	\$25,200.00
40	Main Bid	237110	Gate Valve (12 Inch)	306-15.5	EA	4	\$2,700.00	\$10,800.00
41	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch)	306-15.6	EA	15	\$10,000.00	\$150,000.00
42	Main Bid	237110	Water Service (2 Inch)	306-15.8	EA	4	\$4,000.00	\$16,000.00
43	Main Bid	237110	Water Service (4 Inch)	306-15.8	EA	1	\$5,800.00	\$5,800.00
44	Main Bid	237110	Private Water Service Replumbing	306-15.8	LS	1	\$50,000.00	\$50,000.00
45	Main Bid	237110	Water Service (1 Inch)	306-15.8	EA	94	\$3,000.00	\$282,000.00
46	Main Bid	237110	Blow-Off Valve Assembly (1 Inch)	306-15.8	EA	2	\$5,000.00	\$10,000.00
47	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly (2 Inch, Class 235)	306-15.8	EA	1	\$5,600.00	\$5,600.00

48	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly (1 Inch, Class 235)	306-15.8	EA	4	\$4,600.00	\$18,400.00
49	Main Bid	237110	Backflow Preventer (12 Inch)	306-15.8	EA	1	\$32,000.00	\$32,000.00
50	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	100	\$150.00	\$15,000.00
51	Main Bid	237110	Thrust Blocks and Anchor Blocks for 16 Inch and Larger Water Mains	306-15.10	EA	1	\$1,500.00	\$1,500.00
52	Main Bid	237310	Removal and Replacement of Existing Paint Striping	314-4.3.7	LS	1	\$6,500.00	\$6,500.00
53	Main Bid	237310	Removal and Replacement of Existing Thermoplastic Striping and Markings	314-4.4.6	LS	1	\$6,000.00	\$6,000.00
54	Main Bid	238990	Video Recording of Existing Conditions	400-1.1.1	LS	1	\$10,000.00	\$10,000.00
55	Main Bid	237110	Abandon Water Services (Stiffs)	402-8	EA	2	\$500.00	\$1,000.00

56	Main Bid	237110	Potholing Existing Utilities Not Shown on Plans (Depth up to 7 Feet)	402-8	EA	5	\$3,000.00	\$15,000.00
57	Main Bid	541330	Traffic Control and Working Drawings	601-7	LS	1	\$12,000.00	\$12,000.00
58	Main Bid	541330	Traffic Control and Engineered Traffic Control Plans	601-7	LS	1	\$24,000.00	\$24,000.00
59	Main Bid	561730	Landscaping and Irrigation System	801-9	LS	1	\$190,000.00	\$190,000.00
60	Main Bid	541330	25-Month Revegetation Maintenance and Monitoring Program	802-4	LS	1	\$25,000.00	\$25,000.00
61	Main Bid	237110	Contractor Furnished Materials for City Forces Connection, Cut and Plug, and Cut-in Work for Mains 16 Inch and Larger	900-2.3	LS	1	\$2,500.00	\$2,500.00
62	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	500	\$20.00	\$10,000.00
63	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$1,000.00	\$1,000.00

64	Main Bid	237310	WPCP Implementation	1001-4.2	LS	1	\$48,000.00	\$48,000.00
65	Main Bid	237110	Imported Trench Backfill	306-15.11	TON	1200	\$45.00	\$54,000.00
							Subtotal	\$3,312,045.00
66	Additive Alternate A	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	154	\$15.00	\$2,310.00
67	Additive Alternate A	237110	Storm Drain with Water Tight Joints (18 Inch, RCP)	306-15.1	LF	154	\$500.00	\$77,000.00
68	Additive Alternate A	237110	Concrete Energy Dissipator	303-1.12	EA	1	\$50,000.00	\$50,000.00
69	Additive Alternate A	237110	Cutoff Wall	303-1.12	EA	5	\$3,500.00	\$17,500.00
70	Additive Alternate A	237110	Curb Inlet (Type B)	303-1.12	EA	1	\$10,000.00	\$10,000.00
							Subtotal	\$156,810.00
71	Additive Alternate B	237110	Furnished Materials for Contractor High-line Work	900-1.9	LF	11700	\$1.00	\$11,700.00
72	Additive Alternate B	237110	High-lining Installation by the Contractor	901-1.3	LF	11700	\$12.00	\$140,400.00
73	Additive Alternate B	237110	High-lining Removed by the Contractor	901-1.3	LF	11700	\$6.00	\$70,200.00
							Subtotal	\$222,300.00

74	Additive Alternate C	237110	Contractor Furnished Materials for the City Forces High-line Work	900-1.9	LF	11700	\$7.50	\$87,750.00
							Subtotal	\$87,750.00
75	Additive Alternate D	237110	Cut and Plug by Contractor	901-2.5	EA	11	\$6,500.00	\$71,500.00
76	Additive Alternate D	237110	Connections to The Existing System by Contractor (8 Inch through 12 Inch)	901-2.5	EA	1	\$6,000.00	\$6,000.00
77	Additive Alternate D	237110	Connections to The Existing System by Contractor (16 Inch)	901-2.5	EA	1	\$7,000.00	\$7,000.00
78	Additive Alternate D	237110	Cut-in Tee by Contractor (8 Inch through 12 Inch)	901-2.5	EA	2	\$8,000.00	\$16,000.00
79	Additive Alternate D	237110	Cut-in Tee by Contractor (16 Inch)	901-2.5	EA	1	\$8,000.00	\$8,000.00
							Subtotal	\$108,500.00
							Total	\$3,887,405.00