

# City of San Diego

**CONTRACTOR'S NAME:** New Century Construction, Inc.  
**ADDRESS:** 9119 Emerald Grove Ave., Lakeside, CA 92040  
**TELEPHONE NO.:** 619-390-3300 **FAX NO.:** \_\_\_\_\_  
**CITY CONTACT:** Rosa Riego, Senior Contract Specialist, Email: [RRiego@SanDiego.gov](mailto:RRiego@SanDiego.gov)  
Phone No. (619) 533-3426  
I. Shamoun / A. Jaro / B. Richardson

## BIDDING DOCUMENTS



**FOR**

## ADAMS AVE (1620) STORM DRAIN REPLACEMENT

**BID NO.:** K-22-2012-DBB-3-A  
**SAP NO. (WBS/IO/CC):** B-13102  
**CLIENT DEPARTMENT:** 2116  
**COUNCIL DISTRICT:** 3  
**PROJECT TYPE:** CA

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

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- BID DISCOUNT PROGRAM (THE WHITEBOOK, Part 0, EOCP SECTION 0-4, ITEM 2)
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP

**BID DUE DATE:**

**2:00 PM**

**JANUARY 04, 2022**

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

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

**ENGINEER OF WORK**

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

Elham Lotfi  
For City Engineer

11/15/21  
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.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgers	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 3 working days after bid opening	All BIDDERS
7.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
8.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
9.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Adams Ave (1620) Storm Drain Replacement**. 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 **\$550,000**.
4. **BID DUE DATE AND TIME ARE: JANUARY 04, 2022 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** or **C42**
  - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See **Appendix F** - Long Term Maintenance and Monitoring Agreement for **C-27** requirement.
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	<b>6.7%</b>
2. ELBE participation	<b>9.1%</b>
3. Total mandatory participation	<b>15.8%</b>
  - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
  - 7.3. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

**All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.**

**8. AWARD PROCESS:**

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

**9. SUBMISSION OF QUESTIONS:**

- 9.1. The Director (or Designee) of the Purchasing & Contracting 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:

[RRiego@SanDiego.gov](mailto:RRiego@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 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 F**.

## 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 online. 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 Purchasing & Contracting Department, Public Works Division 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”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2018	PWPI010119-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) <a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>	2014	PWPI060121-10
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></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 Purchasing & Contracting Department, Public Works Division.
- 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 3 working days 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 5 PM, 3 working days after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Due to circumstances related to Covid-19, until further notice, all original bid bond submittals must be received by 5 PM, 3 working days after bid opening.

Upon circumstances returning to normal business as usual, the original bid bond shall once again be due by 5 PM the day after bid opening.

Original Bid Bond shall be submitted to:  
Purchasing & Contracting Department, Public Works Division  
525 B Street, Suite 750 (7<sup>th</sup> Floor)  
San Diego, California, 92101  
To the Attention of the Contract Specialist on the Front Page of this solicitation.

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

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.

- 20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

**21. BID RESULTS:**

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

**22. THE CONTRACT:**

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled, and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the



Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See the WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

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

**25. PRE-AWARD ACTIVITIES:**

**25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to 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.

THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

This bond was issued in two (2)  
original counterparts

Bond No. 4452298  
Premium: \$8,979.00

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

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

New Century Construction, Inc. \_\_\_\_\_, a corporation, as principal, and  
Markel 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 **Five Hundred  
Forty Seven Thousand Eight Hundred Ninety Dollars and Zero Cents (\$547,890.00)** for the faithful  
performance of the annexed contract, and in the sum of **Five Hundred Forty Seven Thousand Eight  
Hundred Ninety Dollars and Zero Cents (\$547,890.00)** 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 the Principal in completing the improvements and work specified  
in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By Stephen Samara

Mara W. Elliott, City Attorney  
By Michelle Lyman

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Print Name: Michelle Lyman  
Deputy City Attorney

Date: 4/21/2022

Date: 4/26/22

CONTRACTOR

SURETY

New Century Construction, Inc.

Markel Insurance Company

By: Lee Shellberg

By: \_\_\_\_\_  
Attorney-In-Fact

Print Name: Lee Shellberg

Print Name: Dwight Reilly, Attorney-in-Fact

Date: 02/09/2022

Date: February 7th, 2022

3131 Camino del Rio N., Suite 1450, San Diego, CA 92108  
Local Address of Surety

(800) 288-0351  
Local Phone Number of Surety

\$8,979.00  
Premium

4452298  
Bond Number

# ACKNOWLEDGMENT

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

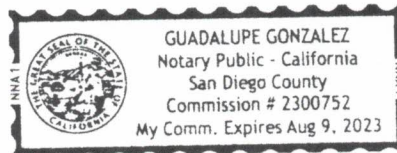
State of California  
County of San Diego

On February 09, 2022 before me, Guadalupe Gonzalez, Public Notary  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_

(Seal)

# ACKNOWLEDGMENT

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

State of California  
County of Orange

On 02/07/2022 before me, Shaunna Rozelle Ostrom, Notary Public  
(insert name and title of the officer)

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

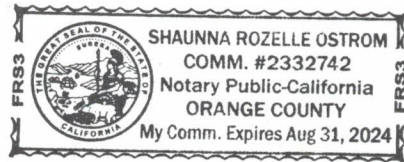
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Shaunna Rozelle Ostrom

(Seal)



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By: Michael C. Keimig  
Michael C. Keimig, President



Markel Insurance Company

By: Robin Russo  
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: Donna Donavant  
Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 7th day of February, 2022.

SureTec Insurance Company

By: M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Richard R. Grinnan  
Richard R. Grinnan, Vice President and Secretary

## ATTACHMENTS



**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of Adams Avenue storm drain replacement includes the installation of approximately 85 LF of storm drain reinforced concrete pipe (RCP) west of Adams Avenue and Mission Cliff Drive and grading eroded slope within the canyon.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **38318-01-D** through **38318-03-D, L-1 and L-2**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:  
**See Appendix E - Location Map.**
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **221 Working Days**.

**ATTACHMENT B**  
**RESERVED**

**ATTACHMENT C**  
**RESERVED**

**ATTACHMENT D**  
**PREVAILING WAGE**

## PREVAILING WAGE

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <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.

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### PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

#### SECTION A – GENERAL REQUIREMENTS

**0-12 CONTRACT RECORDS AND REPORTS.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

**1-2 TERMS AND DEFINITIONS.** To the “WHITEBOOK”, items 43, 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:

- 43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, “EXTRA WORK” or 2-9, “CHANGED CONDITIONS”. A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract. The unused portion of the Field Order shall revert to the City upon Acceptance.
- 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** - An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

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

The **Normal Working Hours** are **7:30 AM to 4:00 PM**.

To the “WHITEBOOK”, ADD the following:

- 108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **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.

**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.

**1-7.2 Contract Bonds.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
  - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
  - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
  - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
  - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director  
Construction Management and Field Engineering Division  
9573 Chesapeake Drive San Diego, CA 92123

### **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.

**3-3 SUBCONTRACTORS.** To the "WHITEBOOK", ADD the following:

6. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

**3-5 INSPECTION.** To the “WHITEBOOK”, ADD the following:

10. Geotechnical Inspection during construction shall be included in the Contract Price.

**3-9 TECHNICAL STUDIES AND SUBSURFACE DATA.** To the “WHITEBOOK”, ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a) Geotechnical Investigation dated July 16, 2015, by Southern California Soil & Testing, Inc. (SCST)
  - b) Geotechnical Investigation Addendum for Adams Ave Storm Drain Replacement December 21, 2016 by Southern California Soil & Testing (SCST)
  - c) Jurisdictional Waters/Wetland Delineation Report dated January 22, 2018 by RECON.
6. The reports listed above are included in the link below.

<https://drive.google.com/drive/folders/1NYeNKjRoaN0kgQBHA3vbB9FGtsvgsvs>

**3-10 SURVEYING.** To the “GREENBOOK” and “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

**3-10 SURVEYING (DESIGN-BID-BUILD).**

**3-10.1 General.**

1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, “Survey Services Provided by City”.
2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

**3-10.2 Survey Services Provided by City.**

1. Monument Perpetuation, including mark-outs. You are responsible for requesting the coordination of these services.
  - a) If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the City Engineering Support & Technical Services Division’s Land Survey Section (LSS), via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.

2. The following surveying services (including construction staking), as defined in California Business & Professions Code §8726, shall be provided by the City:
  - a) Locating or establishing alignment or elevations of all features or structures shown on project Plans.
  - b) Locating or establishing geodetic control points for all site feature or structure locations.
  - c) Produce topographic as-built data.
  - d) Locating, establishing, or re-establishing monuments, property lines, right-of-way lines, or easement lines.
  - e) Verifying structure finish grade elevations.
3. All construction survey stakes, control points, and other survey related marks provided by the City shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at your expense.

**3-10.3 Payment.**

1. The payment for site layout and general grade checking Work, coordination, and preservation of all survey related marks shall be included in the Contract Price.

**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) If the Work includes installing an irrigation system, 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 any 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days and Working Days will continue to be counted until Acceptance of the Project.

**3-13.2 Acceptance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

**3-13.3**

**Warranty.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost.
6. Items that shall be warranted free from defective workmanship and materials for a period longer than 1 year are as follows:

<b>Specified Item</b>	<b>Minimum Warranty Period</b>
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. If installed, you shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.

- a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
  - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
  - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

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

**4-3.4 Specialty Inspection Paid for by the Contractor.** To the "WHITEBOOK", ADD the following:

- 2. The specialty inspections required are listed as follows:
  - a) Contractor to provide Geotechnical inspection during construction

**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:

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

#### **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

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

**5-4 INSURANCE.**

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

**5-4.1 Policies and Procedures.**

- 1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or

damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided, and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**5-4.2 Types of Insurance.**

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

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

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

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

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

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**5-4.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

**5-4.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 Additional Insured.**

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

- c) your Work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
- a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.

**5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

**5-4.5.2 Commercial Automobile Liability Insurance.**

**5-4.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

**5-4.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

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

**5-4.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

**5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

**5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.**

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

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

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

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

**5-4.11.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", items 2 and 3, DELETE in their 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/ecp/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.

**5-14.6 Special Project Conditions.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. When removal of sediments and debris from channels and storm drains are required, you shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 65% of materials are diverted.

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

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the

required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.

- a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

**6-1.1 Construction Schedule.** To the “GREENBOOK”, paragraph (1), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

After notification of award of the Contract and prior to the start of any Work, you shall submit your proposed Cost Loaded Construction Schedule to the Engineer at the pre-construction meeting.

To the “WHITEBOOK”, item 1, subsection “e”, “h” and “s”, DELETE in their entirety and SUBSTITUTE with the following:

- e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
- h) Your Schedule shall include 7 Working Days for the Engineer to schedule and conduct a Walk-through inspection and 15 Working Days for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
- 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/ecp/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".

**6-1.1.2 Contracts More Than \$500,000 In Value.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Provide the Schedule to the Engineer in accordance with 6-1.1, "Construction Schedule" and 6-1.2, "Commencement of the Work".

To the "WHITEBOOK", item 2, DELETE in its entirety.

**6-1.2 Commencement of the Work.** To the "WHITEBOOK", ADD the following:

5. You shall submit a Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule" at the scheduled pre-construction meeting.
6. If a Cost Loaded Construction Schedule is not provided, the pre-construction meeting will still be held. The Contract Time shall commence at issuance of the NTP, but you shall be limited to the following activities until the Cost Loaded Construction Schedule has been submitted to the Resident Engineer with no exceptions taken:
  - a) Mobilization of your trailers, associated utility setup, and grading for trailer area
  - b) Permit Procurement
  - c) Fencing and temporary utilities for your storage areas
  - d) Submittal of anticipated critical path submittals

**6-1.5.2 Excusable Non-Compensable Delays.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
  - a) Delays resulting from Force Majeure.
  - b) Delays caused by weather.
  - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

#### 6-4.2

**Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
  - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report** to the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
  - a) The event causing the delay impacted the activities along the Project's critical path.
  - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
  - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

#### 6-4.4

**Written Notice and Report.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

#### ADD:

##### 6-6.1.1

#### **Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **Adams Ave. (1620) Storm Drain Replacement, Project No. B-13102.02.06**, 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.

#### **SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.1 General.** To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
  - a) The Project damaged was built in accordance with the Contract requirements.
  - b) There are no insurance requirements in the Contract for the damages.

**7-3.2 Partial and Final Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
  - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
  - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
  - c) Consent of Surety to Final Payment.
  - d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.

- e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
- f) Required EOCF Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
- g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

- 2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

**7-3.2.1 Application for Progress Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The City shall not pay progress or partial payments until you submit to the Engineer an acceptable updated Schedule. It is solely your responsibility to prepare and submit the Schedule updates.

**7-3.2.2 Amount of Progress Payments.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The City will pay 6% annually for late progress payments.
- 2. Progress payments will be considered "late" if the following occur:
  - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
  - b) The application for payment does not require signing of a Contract Change Order.
- 3. The Engineer may withhold payment for any of the following reasons:
  - a) Defective or incomplete Work.
  - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
  - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
- 4. The Engineer may back charge the contract for any of the following reasons:
  - a) Defective or incorrect Work not remedied.

- b) Damage to City property or a third party's property that was caused by you.
- c) Liquidated Damages.

**7-3.2.3 Waiver of Claims at Final Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

**7-3.2.4 Withholding of Payment and Back Charge.** To the "WHITEBOOK", DELETE in its entirety.

**7-3.5.1 General.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Unit Bid prices shall not be subject to adjustment regardless of quantity used, or if none is used, for the following Bid items:
  - a) imported backfill
  - b) shoring
  - c) water services
  - d) house connection sewers
  - e) water pollution control items
- 2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

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

**7-4.3 Markup.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

- 4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
  - a) Regardless of the number of a Subcontractor's tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost than 5% for any remaining costs. You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.

- b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
- c) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

**SECTION 203 – BITUMINOUS MATERIALS**

**203-6.3.1 General.** To the "WHITEBOOK", ADD the following:

- 3. Asphalt concrete for Job Mix Formula (JMF) and Mix Designs shall be Type III and shall not exceed 15% RAP.

**SECTION 300 – EARTH WORK**

**300-4.10 Payment.** To the "GREENBOOK". DELETE first sentence and SUBSTITUTE with the following:

Payment for the unclassified fill will be paid as lump sum. Payment shall include slope restoration within the limit of work.

**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 their entirety and SUBSTITUTE with the following:

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



## SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

**303-1.12 Payment.** To the “GREENBOOK”, ADD the following:

Payment for the installation of the new inlets shall include the removal of the existing inlets.

**303-5.1.1 General.** To the “WHITEBOOK”, ADD the following:

7. For the purposes of this section, the terms “walk” and “access ramp” shall be synonymous with “sidewalk” and “curb ramp and pedestrian ramp”, respectively.

## SECTION 304 – METAL FABRICATION AND CONSTRUCTION

**304-2.4 Payment.** To the “GREENBOOK”, ADD the following:

Payment for the installation of the new Guardrail shall include the removal of the existing fence.

## SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

**306-3.3 Removal and Abandonment of Existing Conduits and Structures.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. For 6 inch (152.4 mm) and larger conduits, abandoned pipe shall be filled with sand or CLSM in accordance with 201-6, “CONTROLLED LOW STRENGTH MATERIAL (CLSM)”.

**306-15.1 Payment.** To the “GREENBOOK”, ADD the following:

Payment for the installation of the new 12” RCP includes the removal of the existing 12” storm drain pipe north of the canyon.

**306-8.9.2.3 Allowable Leakage.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. For prefabricated pressure pipe testing requirements, refer to prefabricated gravity pipe pressure testing requirements in 306-7.8.2, “Pressure Testing and Leakage Inspection”.

## SECTION 402 – UTILITIES

**402-2 PROTECTION.** To the “WHITEBOOK”, item 2, ADD the following:

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

**402-6 COOPERATION.** To the “GREENBOOK”, ADD the following:

1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

**402-7.2**

**Pipe Separations.** To the "WHITEBOOK", item 1, subsection "a", DELETE in its entirety and SUBSTITUTE with the following:

- a) You shall notify the Engineer immediately if:
  - i. 1 foot (0.3 m) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between sewer and water mains cannot be maintained.
  - ii. 10 feet (3.0 m) horizontal separation as measured from the outside of pipe wall to the outside of pipe wall between sewer and water mains cannot be maintained.
  - iii. 6 inches (152.4 mm) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between utilities other than sewer and water mains cannot be maintained.
  - iv. 3 feet (0.9 m) or more of cover over the top of the water main cannot be maintained.
  - v. 5 feet (1.5 m) or more of cover over the top of the recycled water main cannot be maintained.

**SECTION 600 - ACCESS**

**600-1**

**GENERAL.** To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

- 5. You shall notify Environmental Services Department via email ([trash@sandiego.gov](mailto:trash@sandiego.gov)) of street closures affecting the regular scheduled solid waste collection at least 3 Working Days prior to the street closure. Include your business name and phone number, days of closure, time of scheduled closure, and date of anticipated street reopening in the notification.
  - a) You shall verify waste collection schedules via the Environmental Services website at:  
<http://www.sandiego.gov/environmental-services/collection/index.shtml>
  - b) You shall comply with the following requirements for trash, recycling, and yard waste collection:
    - ii. Provide advance written notice to every property affected by blocked public right of way.
    - iii. Coordinate the relocation of trash, recycling, and yard waste containers to an accessible public street for the City's waste collection crews on collection day.
    - iv. When necessary, relocate the containers from the blocked streets to the accessible public right of way before the City's collection vehicles arrive to assist with collection on existing

schedules. Return the containers to their point of origin to ensure the accuracy of inventory assignment by address.

- c) If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

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

**601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING - TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

**601-3.5.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

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

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

## **SECTION 800 - MATERIALS**

**800-1.1.2 Class "A" Topsoil.** To the "WHITEBOOK", item 4, subsection "e", DELETE in its entirety and SUBSTITUTE with the following:

- e) The test results shall provide the following information:
  - i. Date of Testing
  - ii. Project Name
  - iii. The Contractor's Name

- iv. Source of Material and Supplier's Name
- v. Estimate of Quantity Needed in Cubic Yards
- vi. Soil Gradation
- vii. Fertility
- viii. Heavy Metals
- ix. Soil Permeability in Inches per Hour
- x. Toxic Elements
- xi. Chloride Content
- xii. pH
- xiii. EcE (electrical conductivity)
- xiv. SAR (Sodium Absorption Ratio)
- xv. Organic Content by Dry Weight
- xvi. Carbon: Nitrogen Ratio
- xvii. Water-soluble Nutrient Levels
- xviii. Recommendations for adding amendments, chemical corrections, or both.

To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. The topsoil shall conform to the following agricultural suitability requirements:

<b>pH</b>	6.0 – 7.5
<b>Ece (electrical conductivity)</b>	0.0 – 3.0
<b>SAR (Sodium Absorption Ratio)</b>	0.0 – 5.0
<b>Chloride Content</b>	Less than 150 ppm
<b>Boron Content</b>	Less than 1 ppm
<b>Organic Content</b>	3% to 6% by dry weight
<b>Carbon : Nitrogen Ratio</b>	20:1 maximum
<b>Sandy Loam Gradation Limit*</b>	Gravel over 2mm: Less than 10% by weight Sand: 75% to 85% Sand finer than 100 mesh (0.15 mm): Less than 15% Sand finer that 60 mesh (0.25 mm): Less than 40% Sand larger than 32 mesh (0.5 mm): Minimum 15% Silt: 20% maximum

	Clay: 15% maximum
<b>Permeability Rate**</b>	2 inches to 5 inches per hour at 80% compaction

\* Per USDA Classification Scheme.

\*\* Tested in accordance with USDA Handbook Number 60, method 34b or other approved method.

**800-1.2.5 Mulch.** To the “WHITEBOOK”, item 3, subsection “i”, ADD the following:

**Type 9 Mulch** shall be 4 inches maximum in size.

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

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

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

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

**1001-1 GENERAL.** To the “WHITEBOOK”, ADD the following:

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

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

**NOTICE OF EXEMPTION**

(Check one or both)

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

FROM: City of San Diego  
Engineering & Capital Projects  
525 B Street, Suite 750, MS 908A  
San Diego, CA 92101

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

**Project Name:** Adams Ave. (@1620) Storm Drain Replacement

**WBS No.:** B-13102.02.06

**Project Location-Specific:** The project is located west of the intersection of Adams Avenue and Mission Cliffs Drive within the Uptown Community Planning Area (Council District 3).

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

**Description of nature and purpose of the Project:** The project will remove a collapsed 12-inch diameter corrugated metal storm drain pipe and revegetate the associated slope; replace and relocate storm drain inlet; and install 85 linear-feet of new 18-inch diameter reinforced concrete pipe storm drain and concrete energy dissipator, curb and gutter, cutoff walls, and guardrail. The project occurs adjacent to the City’s Multi-Habitat Planning Area (MHPA) and will be required to comply with the MHPA Land Use Adjacency Guidelines as specified in section 1.4.3 of the MSCP Subarea Plan. Revegetation and erosion control will be implemented in accordance with the City’s Landscape Standards.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** City of San Diego Engineering & Capital Projects  
Contact: Jerry Jakubauskas, Senior Planner  
Phone: (619) 533-3755  
525 B Street, San Diego, CA 92101

Exempt Status: (CHECK ONE)

- ( ) Ministerial (Sec. 21080(b)(1); 15268)
- ( ) Declared Emergency (Sec. 21080(b)(3); 15269(a))
- ( ) Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); and 15303 (New Construction).
- ( ) Statutory Exemption:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which allows for the repair and maintenance of existing public structures such as curbs and gutters and removal of existing damaged pipe; Section 15302 (Replacement or Reconstruction), which allows for replacement or reconstruction of existing storm drain pipes, storm drain inlet and guardrail; Section 15303 (New Construction), which allows for the construction of a limited number of new small structures or facilities such as new reinforced concrete pipe, dissipator, cutoff walls, curb and gutter and guardrails; and where the exceptions listed in Section 15300.2 would not apply.



Lead Agency Contact Person: Jerry Jakubauskas Telephone: (619) 533-3755

If filed by applicant:

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

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

*Carrie Purcell*

\_\_\_\_\_  
Carrie Purcell, Assistant Deputy Director

*1/29/21*

\_\_\_\_\_  
Date

Check One:

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

Date Received for Filing with County Clerk or OPR:

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

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.)

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 2 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

- 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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 4 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 5 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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.) Zip:	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:		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>			

<b>Fire Hydrant Meter Removal Request</b>	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: <b>\$ 936.00</b> Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b> Meter Make and Style: <b>6-7</b>
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. Water stops (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 down drains, 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 MAP**

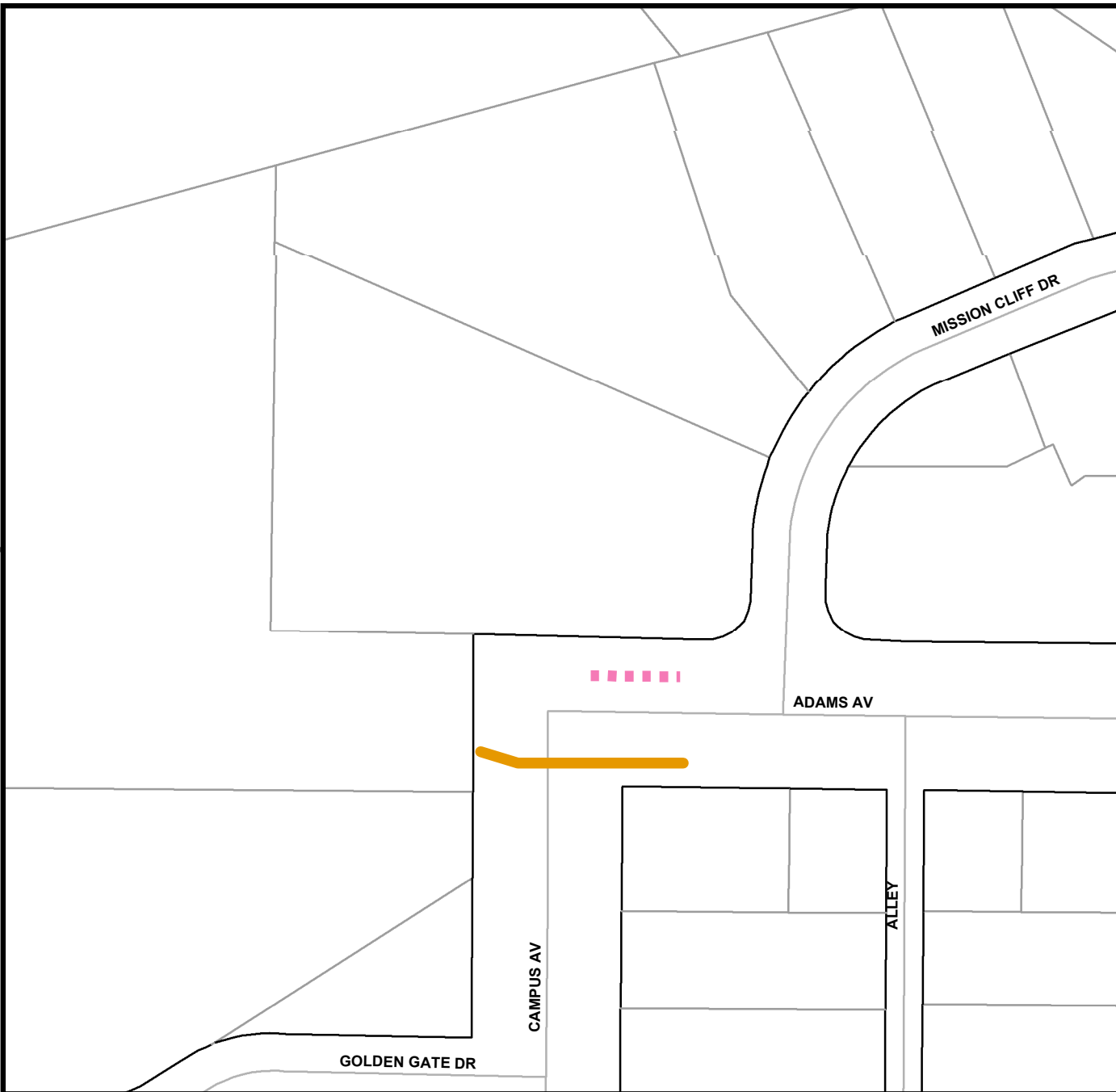
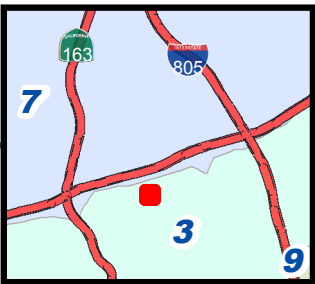
## Adams Ave (1620) Storm Drain Replacement

SENIOR ENGINEER  
ELHAM LOTFI  
(619)-533-5212

PROJECT MANAGER  
IKHLASS SHAMOUN  
(619)-533-4619

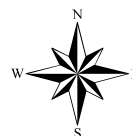
PROJECT ENGINEER  
SAMER ALSHAMI  
(619)-533-5149

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



### Legend

- Existing Storm Drain To Be Abandoned
- New Storm Drain



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**APPENDIX F**  
**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 **Adams Ave (1620) Storm Drain Replacement (Project)**, WBS number **B-13102**, Bid No. **K-22-2012-DBB-3-A**.
- 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 **Adams Ave (1620) Storm Drain Replacement** (Maintenance 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.**

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, aerification, 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.

### 3-5 - ADMINISTRATION

- 2.1. **Contract Administrator. Purchasing & Contracting Department, Public Works Division** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Purchasing & Contracting 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 **\$110,000.00**(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.

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

1.3.1 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.

1.3.2 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.

1.3.3 The Contractor has provided a final work summary report to the City.

1.3.4 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:

5.1.1. 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 Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution, and by Contractor.

Dated this 21st day of April, 2022.

THE CITY OF SAN DIEGO

By: 

Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

I HEREBY CERTIFY I can legally bind **New Century Construction, Inc** and that I have read this entire contract, this 15 day of February, 2022.

By: 

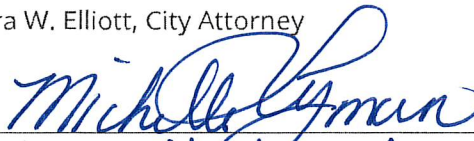
Printed Name: Lee Shellberg

Title: President

I HEREBY APPROVE the form of the foregoing Contract this

26th day of April of 2022.

Mara W. Elliott, City Attorney

By: 

Printed Name: Michelle Lyman  
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 and Drawings numbered **38318-01-D** through **38318-03-D, L-1 and L-2**, (Specifications), 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 passageways, 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 LTMMA. 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 Revegetation 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**

**EXHIBIT C**  
**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** A,B #614517

Name of License Holder: New Century Construction Inc.

Expiration Date: 09/30/2022

**City of San Diego Business License Number:** B1999008488

Expiration Date: 07/31/2022



**APPENDIX G**  
**SAMPLE OF PUBLIC NOTICE**



## CONSTRUCTION NOTICE

### PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

#### The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

#### How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

#### Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



## CONSTRUCTION NOTICE

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#### The work will consist of:

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- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

#### Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

To contact the City of San Diego:  Public Works  
619-533-4207 | [engineering@sandiego.gov](mailto:engineering@sandiego.gov) | [sandiego.gov/CIP](http://sandiego.gov/CIP)

To contact the City of San Diego:  Public Works  
619-533-4207 | [engineering@sandiego.gov](mailto:engineering@sandiego.gov) | [sandiego.gov/CIP](http://sandiego.gov/CIP)

## APPENDIX H

### 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 402-2, "Protection", of the 2018 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:



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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**

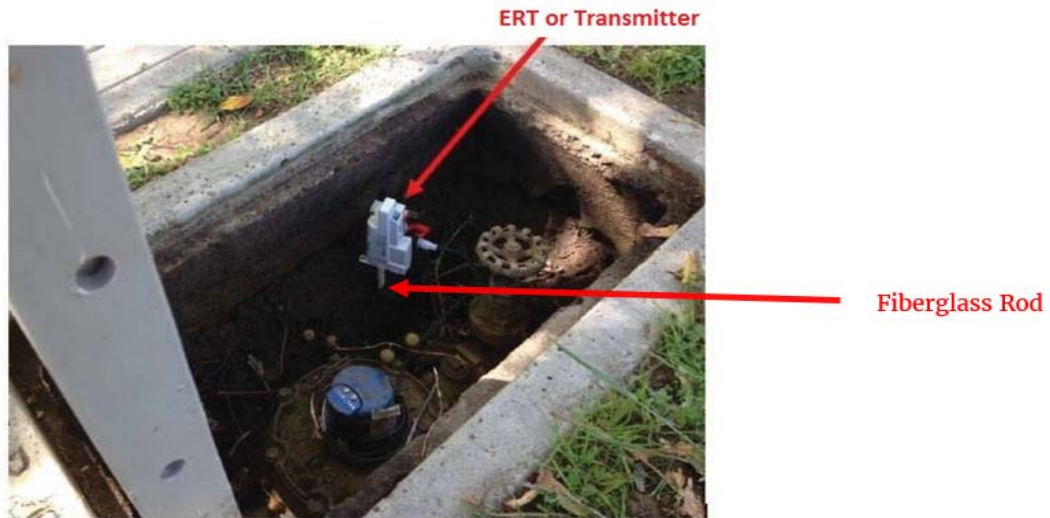


Photo 6 below is an example of disturbance that shall be avoided:

**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.**

**ATTACHMENT F**  
**RESERVED**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

---

### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and New Century Construction, Inc., herein called "Contractor" for construction of **Adams Ave (1620) Storm Drain Replacement**; Bid No. **K-22-2012-DBB-3-A**; in the total amount **Five Hundred Forty Seven Thousand Eight Hundred Ninety Dollars and Zero Cents (\$547,890.00)**, which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Long-Term Maintenance and Monitoring Agreement.
  - (e) That certain documents entitled **Adams Ave (1620) Storm Drain Replacement**, on file in the office of the Purchasing & Contracting Department as Document No. **B-13102**, 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 **Adams Ave (1620) Storm Drain Replacement**, Bid Number **K-22-2012-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By Stephen Samara

By Michelle Lyman

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Print Name: Michelle Lyman  
Deputy City Attorney

Date: 4/21/2022

Date: 4/26/22

CONTRACTOR

By Lee P. Shellberg II

Print Name: Lee Shellberg

Title: President

Date: 02/15/2022

City of San Diego License No.: B1999008488

State Contractor's License No.: 6014517

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000008527

## **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**

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### **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

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### 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**

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### **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.

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**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:

**Adams Ave (1620) Storm Drain Replacement**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-22-2012-DBB-3-A**, SAP No. (WBS) **B-13102** 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®	WHERE CERTIFIED®	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 <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
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**

**FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

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

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

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

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

Adams Ave (1620) Storm Drain Replacement, Invitation No. K-22-2012-DBB-3-A

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 10th day of December, 2021

New Century Construction, Inc. (SEAL)  
(Principal)

Markel Insurance Company (SEAL)  
(Surety)

By: *Lee P. Shelton*  
(Signature)

By: *Dwight Reilly*  
Dwight Reilly (Signature) Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

# ACKNOWLEDGMENT

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

State of California  
County of San Diego

On 12/13/2021 before me, Guadalupe Gonzalez, Public Notary  
(insert name and title of the officer)

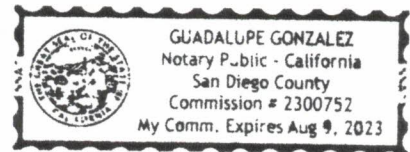
personally appeared Lee P. Shellberg II,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Orange

On 12/10/2021 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

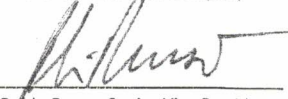
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August, 2020.

SureTec Insurance Company

By:   
Michael C. Keimig, President



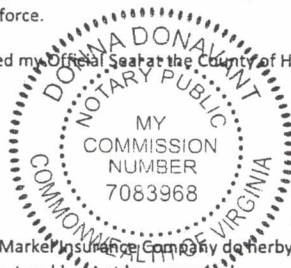
Markel Insurance Company


By:   
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 13th day of August, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By:   
Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

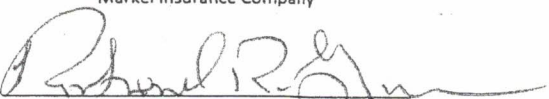
IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 10th day of December, 2021.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By:   
Richard R. Grinnan, Vice President and 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: New Century Construction Inc.

Certified By Lee P. Shellberg II Title President

Name  
  
Signature

Date 01/04/2022

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
New Century Construction Inc.		New Century Construction Inc.	
Street Address	City	State	Zip
9119 Emerald Grove Ave.	Lakeside	California	92040
Contact Person, Title		Phone	Fax
Lee P. Shellberg II, President		(619) 390-3300	(619) 390-3311

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.

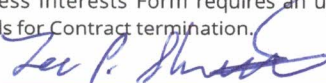
Name	Title/Position
Lee P. Shellberg II	President
City and State of Residence	Employer (if different than Bidder/Proposer)
Lakeside, CA	
Interest in the transaction	
100% owner of New Century Construction Inc.	

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.

Lee P. Shellberg II, President



01/04/2022

Print Name, Title

Signature

Date

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



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

**EFFECT OF DEBARMENT OR SUSPENSION**

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

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

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

NAME	TITLE
Lee P. Shellberg II	President

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

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: New Century Construction Inc.

Certified By Lee P. Shellberg II Title President

 Name \_\_\_\_\_ Date 01/04/2022

Signature

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

**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
Rebekah Loveless	COO, VP, Secretary
Brandon Linton	CEO, President, Treasurer
Loveless Linton, Inc.	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Greg Vasilieff	President
Robert Vasilieff	VP
Western Gardens Landscaping Inc.	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: New Century Construction Inc.

Certified By Lee P. Shellberg II Title President


  
Name

Date 01/04/2022

Signature

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

## Bid Results

### Bidder Details

**Vendor Name** New Century Construction, Inc.  
**Address** 9119 Emerald Grove Ave.  
Lakeside, California 92040  
United States  
**Respondee** Lee Shellberg  
**Respondee Title** President  
**Phone** 619-390-3300  
**Email** lee@newcenturyconstructioninc.org  
**Vendor Type** CADIR, CAU, ELBE, MALE, PQUAL, SDB  
**License #** 614517  
**CADIR** 1000008527

### Bid Detail

**Bid Format** Electronic  
**Submitted** 01/04/2022 1:53 PM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 276097

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Department and Suspension Certification - Subcontractors.pdf	Department and Suspension Certification - Subcontractors.pdf	Subcontractor - Debarment and Suspension
Debarment & Suspension Certification - Prime.pdf	Debarment & Suspension Certification - Prime.pdf	Prime - Debarment and Suspension
Mandatory Disclosure of Business Interests.pdf	Mandatory Disclosure of Business Interests.pdf	Mandatory Disclosure of Business Interests Form
Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

## Subcontractors

Showing 2 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Loveless Linton, Inc. Archaeological</b> 1421 W. Lewis St San Diego, California 92103	Item 16, 17, 18	NA	10000011264	\$20,100.00	DBE, MBE, CADIR, SDB, MALE, NAT, Local
<b>Western Gardens Landscaping, Inc.</b> 4616 Pannonia Rd. Carlsbad, California 92008	Item 16 and item 18	662550	1000004289	\$85,760.00	SLBE, CADIR, Local

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Main Bid</b>							<b>\$547,890.00</b>		
1	524126		Bonds (Payment and Performance)	LS	1	\$10,000.00	\$10,000.00	Yes	
2	237110		Mobilization	LS	1	\$7,000.00	\$7,000.00	Yes	
3			Field Orders - Type II	AL	1	\$50,000.00	\$50,000.00	Yes	
4	238910		Clearing & Grubbing	LS	1	\$50,000.00	\$50,000.00	Yes	
5	237310		Unclassified Fill & Borrow Excavation	LS	1	\$60,000.00	\$60,000.00	Yes	
6	237310		Asphalt Concrete Overlay	Ton	25	\$400.00	\$10,000.00	Yes	
7	237110		Curb Inlet Type A	EA	1	\$8,000.00	\$8,000.00	Yes	
8	237110		Cutoff Wall - SDS-115	EA	2	\$4,500.00	\$9,000.00	Yes	
9	237110		Storm Drain Clean Out (Type A-4)	EA	1	\$8,000.00	\$8,000.00	Yes	
10	237110		Concrete Energy Dissipator Per SDD-105	EA	1	\$55,000.00	\$55,000.00	Yes	
11	237310		Curb & Gutter (6 Inch Curb, Type G)	LF	67	\$100.00	\$6,700.00	Yes	
12	237310		Pedestrian Protective Railing and Handrail	LF	68	\$550.00	\$37,400.00	Yes	
13	237110		18 -Inch RCP Storm Drain w/ Watertight Joints	LF	85	\$750.00	\$63,750.00	Yes	
14	237310		Cold Milling Full Width	SF	2090	\$6.00	\$12,540.00	Yes	
15	541330		Traffic Control and Working Drawings	LS	1	\$5,500.00	\$5,500.00	Yes	
16	561730		120 Day Plant Establishment Period (Landscape and Irrigation)	LS	1	\$65,000.00	\$65,000.00	Yes	
17	541330		Biological Monitoring and Reporting	LS	1	\$30,000.00	\$30,000.00	Yes	
18	541330		25 Month Maintenance and Monitoring Program	LS	1	\$45,000.00	\$45,000.00	Yes	
19	541330		WPCP Development	LS	1	\$5,000.00	\$5,000.00	Yes	
20	237310		WPCP Implementation	LS	1	\$10,000.00	\$10,000.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid	\$547,890.00
Grand Total	\$547,890.00

**CONTRACTOR'S RESPONSIBILITIES**

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, (I.E., 69 KV & HIGHER)
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.

**CONSTRUCTION STORM WATER PROTECTION NOTES**

- TOTAL SITE DISTURBANCE AREA (ACRES): 0.33  
HYDROLOGIC UNIT & WATERSHED: SAN DIEGO HU/ SAN DIEGO RIVER WATERSHED  
HYDROLOGIC SUBAREA NAME & NO.: MISSION SAN DIEGO - 907.11
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE  
 MINOR WPCP  
 THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100  
 WPCP  
 THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100  
 SWPPP  
 THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT (CGP) ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ  
 TRADITIONAL: RISK LEVEL 1  2  3   
 LUP: RISK TYPE 1  2  3
- CONSTRUCTION SITE PRIORITY  
 ASBS  HIGH  MEDIUM  LOW

**PERMANENT STORM WATER BMP CATEGORY:**

- PRIORITY DEVELOPMENT PROJECT
- STANDARD DEVELOPMENT PROJECT
- PDP EXEMPT
- NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS

**MONUMENTATION SURVEY NOTES**

THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH COUNTY SURVEYOR. A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.

**ABBREVIATIONS**

APN	ASSESSOR PARCEL NUMBER	GV	GATE VALVE
CC	COURT CASE	HGL	HYDRAULIC GRADE LINE
CFS	CUBIC FEET PER SECOND	HP	HIGH PRESSURE
CI	CURB INLET	IE	INVERT ELEVATION
CMP	CORRUGATED METAL PIPE	LF	LINEAR FEET
C	CENTER LINE	LS	LAND SURVEY
EX	EXISTING	OVHD	OVER HEAD
FG	FINISH GRADE	PL	PROPERTY LINE
FH	FIRE HYDRANT	PCR	POINT OF CURB RETURN
FL	FLOWLINE	POR	PORTION OF
FPS	FEET PER SECOND	RCP	REINFORCED CONCRETE PIPE
		TC	TOP OF CURB
		WTR	WATER

# ADAMS AVENUE STORM DRAIN REPLACEMENT

**SHEET INDEX**

SHEET NO.	DISCIPLINE	TITLE	LIMITS	PIPE		LENGTH (FT)
				SIZE (IN)	MATERIAL	
1	G-1	COVER SHEET				
2	C-1	ADAMS AVENUE	STA. 1+00 TO STA. 2+11.99	18	RCP	85
3	C-2	GRADING PLAN & CROSS SECTIONS	ADAMS AVENUE			
4-5	L-1 & L-2	LANDSCAPE & IRRIGATION	ADAMS AVENUE			

**DISCIPLINE CODE**

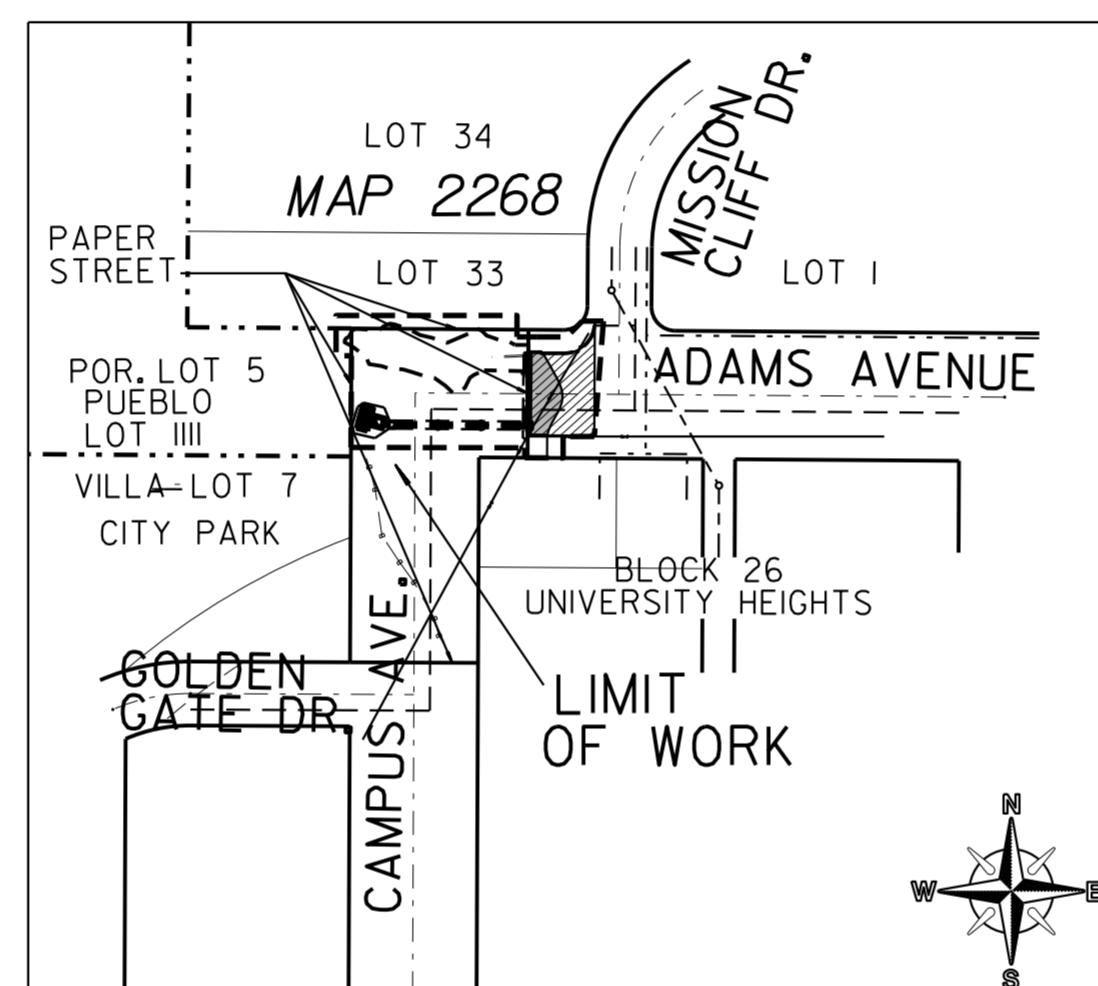
- G GENERAL
- C CIVIL
- L LANDSCAPE

**WORK TO BE DONE**

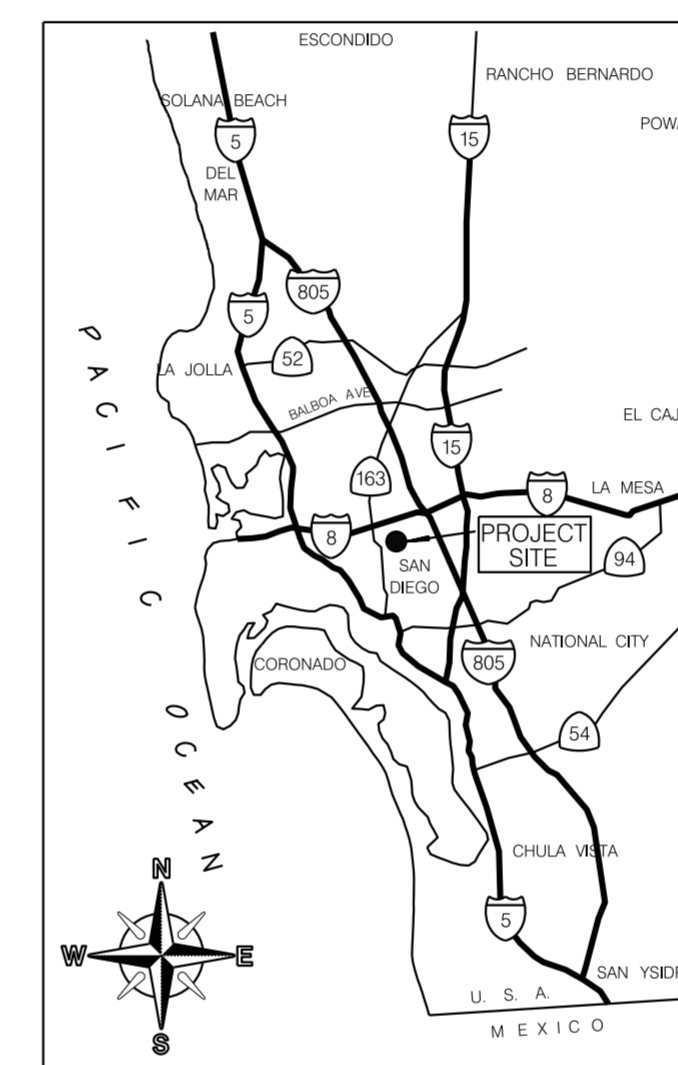
CONSTRUCTION OF ADAMS AVE STORM DRAIN REPLACEMENT INCLUDES THE INSTALLATION OF APPROXIMATELY 85 - LF OF STORM DRAIN REINFORCED CONCRETE PIPE (RCP) WEST OF ADAMS AVENUE AND MISSION CLIFF DR, AND GRADING ERODED SLOPE WITHIN THE CANYON.

**LEGEND**

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
CONTOUR		
STORM DRAIN	D-6I, SDD-110	
TYPE 'B' C.O.	D-9, SDD-114	
CONCRETE ENERGY DISSIPATOR	D-42, D-43A, D-43B, D-43C, SDD-105	
CURB INLET TYPE A	SDD-102, SDD-114, SDD-115, M-1	
GRADING LIMIT		
TEMPORARY CONTOURS		
6" TYPE 'G' CURB & GUTTER	SDG-151	
GUARDRAIL	SDM-130	
CUTOFF WALL	SDS-115	



**LOCATION MAP**  
NOT TO SCALE



**VICINITY MAP**  
NOT TO SCALE

**FIELD DATA**

TOPOGRAPHY SOURCE: BASED ON SURVEY PERFORMED BY CITY OF SAN DIEGO SURVEYING DIVISION ON 09/18/2013, WORK ORDER NO. B-13102.

FIELD NOTES: B-13102F.PDF, D.WATKINS/T.OCAMPO, 216-1722, 9/18/2013

BENCHMARK: SEBP MADISON AVE. AND FLORIDA STREET  
ELEV.: 335.242 NGVD 29

BASIS OF BEARINGS/COORDINATES:  
THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING GPS 17 AND GPS 1056 PER CITY OF SAN DIEGO GPS CONTROL AS SHOWN ON R.O.S. 14492, I.E. S03° 51'14"E, NAD 83.

REFERENCES:  
CITY OF SAN DIEGO PRELIMINARY SURVEY FIELD NOTES AND DRAWINGS; DWG. 3333-L, DWG. 9947-D, DWG. 9550-B, DWG. 9557-B, DWG. 10018-B, TPS 278

MAPS: 2268, LP 8-PC-36- UNIVERSITY HEIGHTS D'HEMERCOURT AMENDED MAP  
RECORD OF SURVEY & COURT CASE SURVEYS; ROS 802, ROS 10401, CC 13838- PUEBLO LOT IIII AMENDED- LS 167  
CORNER RECORDS: CR 3883, CR 26048, CR 31315, CR 31390

G-1

**PLANS FOR THE CONSTRUCTION OF  
ADAMS AVENUE  
STORM DRAIN REPLACEMENT  
COVER SHEET**

SPEC. NO. 2012	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 5 SHEETS	WBS: B-13102									
	APPROVED:  DATE: 04/05/2021 FOR: CITY ENGINEER ELHAM LOTFI PRINT DCE NAME: _____ RCE#: _____	SUBMITTED BY: IKHLASS SHAMOUN PROJECT MANAGER CHECKED BY: SAMER ALSHAM PROJECT ENGINEER									
	<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>BY</th> <th>APPROVED</th> <th>DATE</th> <th>FILMED</th> </tr> </thead> <tbody> <tr> <td>ORIGINAL</td> <td>IS/SA</td> <td></td> <td>04/05/2021</td> <td></td> </tr> </tbody> </table>	DESCRIPTION	BY	APPROVED	DATE	FILMED	ORIGINAL	IS/SA		04/05/2021	
DESCRIPTION	BY	APPROVED	DATE	FILMED							
ORIGINAL	IS/SA		04/05/2021								
CONTRACTOR _____ INSPECTOR _____	NTP DATE _____ NOC DATE _____	38318-01-D									

**AS-BUILT INFORMATION**

MATERIALS	MANUFACTURER
PIPE CL 235 (WATER)	-
PIPE SDR 35 (SEWER)	-
GATE VALVES	-
FIRE HYDRANTS	-
SEWER MANHOLES	-
REHABILITATE SEWER MANHOLES	-
REHABILITATE SEWER MAIN	-

**CONSTRUCTION CHANGE / ADDENDUM**

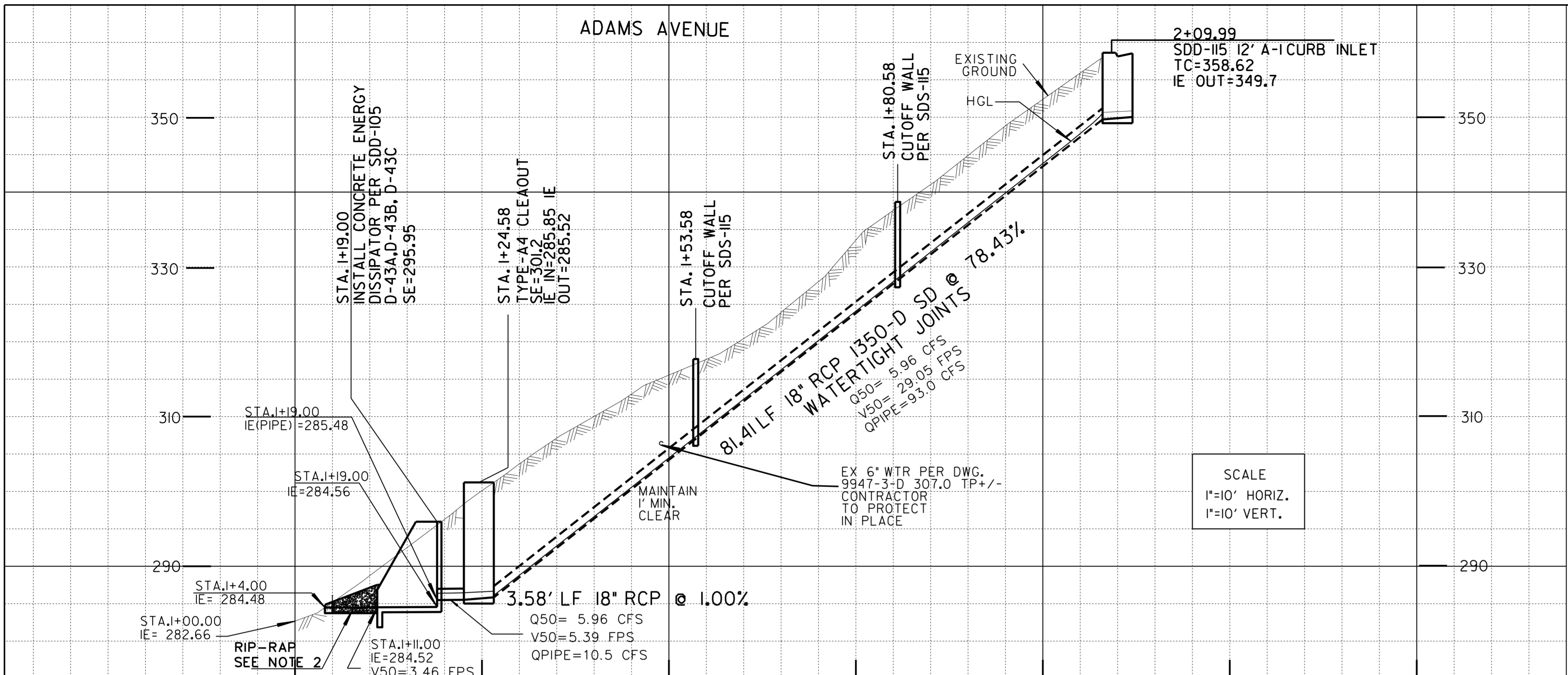
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

**WARNING**

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.



ADAMS AVENUE STORM DRAIN REPLACEMENT



NO.	NORTHING	EASTING
①	1858414.80	6285315.23
②	1858414.80	6285305.63
③	1858439.97	6285305.63
④	1858439.97	6285418.73
⑤	1858431.13	6285418.73
⑥	1858431.87	6285315.31

NO.	NORTHING	EASTING
①	1858414.80	6285315.23
②	1858414.80	6285305.63
③	1858439.97	6285305.63
④	1858439.97	6285418.73
⑤	1858431.13	6285418.73
⑥	1858426.58	6285418.73
⑦	1858426.58	6285449.81
⑧	1858436.47	6285459.53
⑨	1858436.47	6285472.76
⑩	1858364.36	6285467.04
⑪	1858364.33	6285447.55
⑫	1858350.92	6285447.55
⑬	1858350.92	6285423.56
⑭	1858357.30	6285423.56
⑮	1858357.52	6285314.98

NO.	NORTHING	EASTING	LENGTH	REMARKS
①	1858372.66	6285334.84	--	PROPOSED SDD-105
②	1858371.71	6285340.30	--	PROPOSED A-4 CLEANOUT
③	1858371.0	6285425.70	--	PROPOSED 12\"/>

NO.	BEARING	LENGTH	REMARKS
①	N89° 34' 17\"/>		

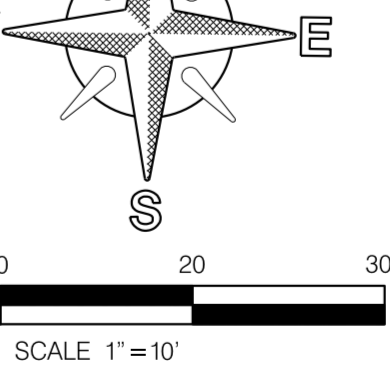
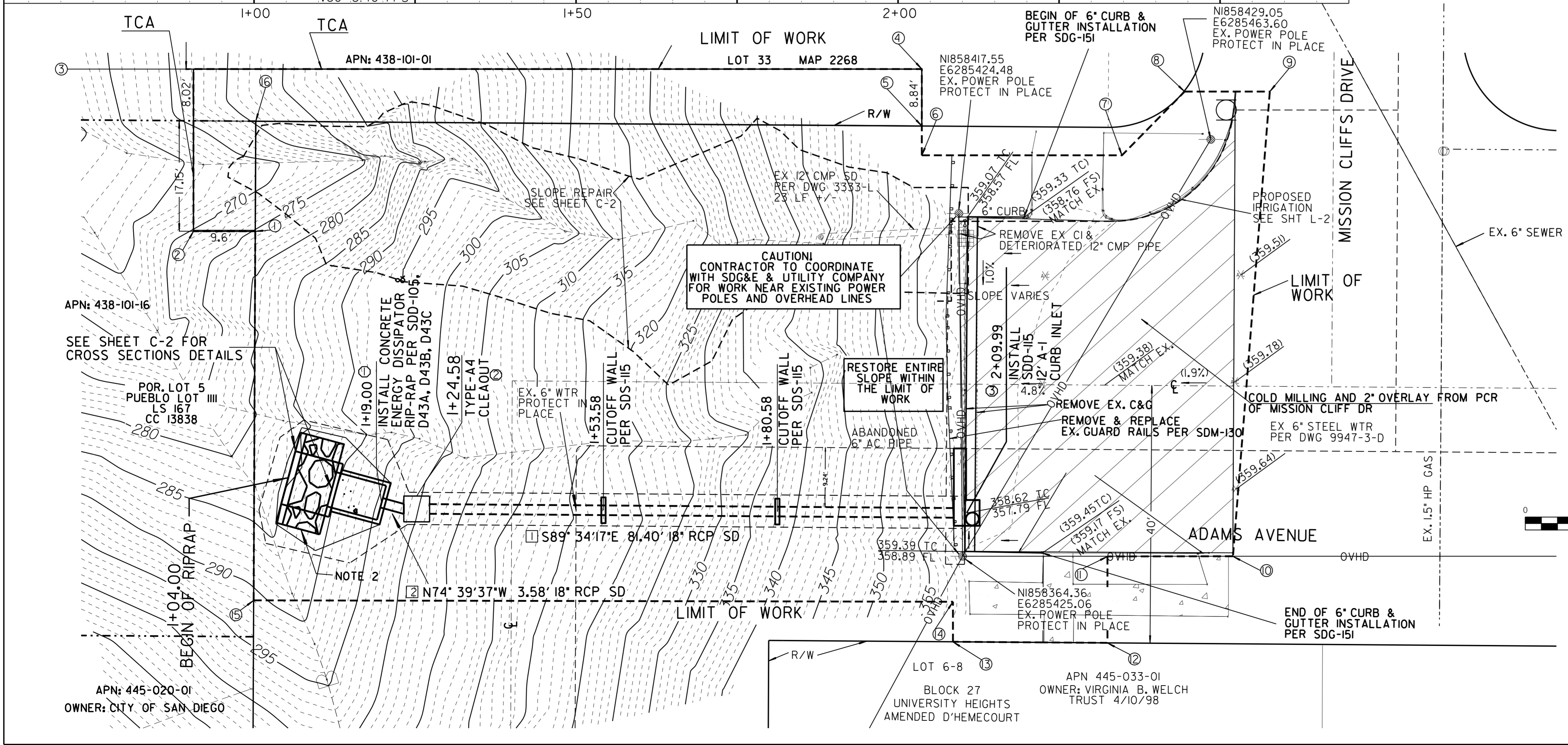
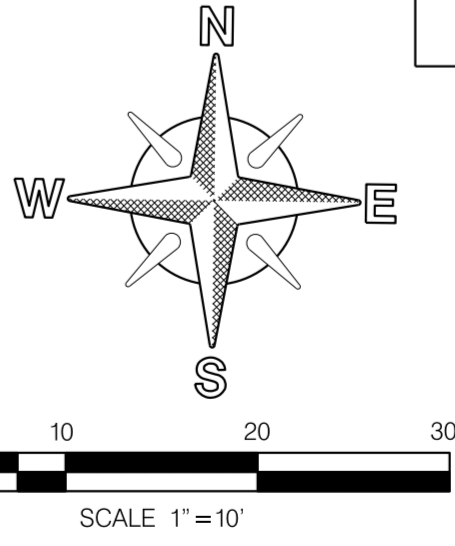
CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION

REFERENCE:  
 WATER: 9947-3-D  
 SEWER: N/A  
 STORM DRAIN: 3333-L  
 100' SCALE/FIELD BOOK: G18  
 PRESSURE ZONE: 390

RETIREMENTS:  
 21\"/>

- NOTES:
- A GEOTECHNICAL INVESTIGATION FOR FOR ADAMS AVENUE STORM DRAIN REPLACEMENT WAS PREPARED BY SOUTHERN CALIFORNIA SOIL AND TESTING ON JULY 16, 2015.
  - A. BEDDING MATERIAL SHALL CONSIST OF COARSE SAND HAVING A SAND EQUIVALENT OF NOT LESS THAN 30 OR 2-SACK SAND-CEMENT SLURRY. SEE SECTION ON SHT. C-2.
  - B. DUE TO THE NATURE OF THE COBBLE CONGLOMERATE, CONTRACTOR SHALL EMPLOY THE USE OF ROCK-BREAKER EQUIPMENT FOR STORM DRAIN CONSTRUCTION.
  2. ROCK CLASS FOR RIP-RAP SHALL BE NO. 2 BACKING, 1.10 FEET THICK OVER FILTER BLANKET OF 1/4\"/>

	APPROX. LIMITS OF COLD MILLING AND 2\"/>
--	--



**C-1**

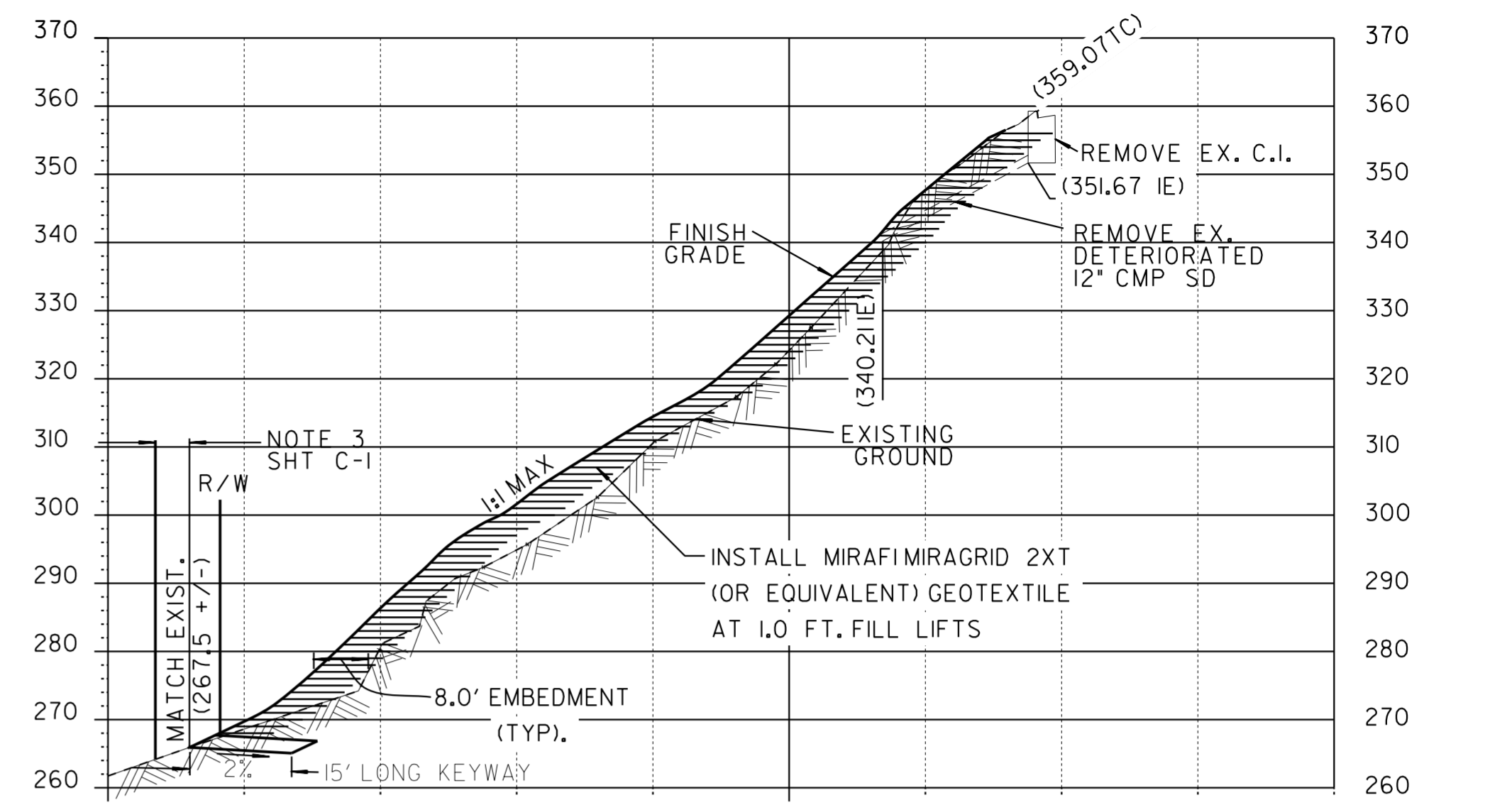
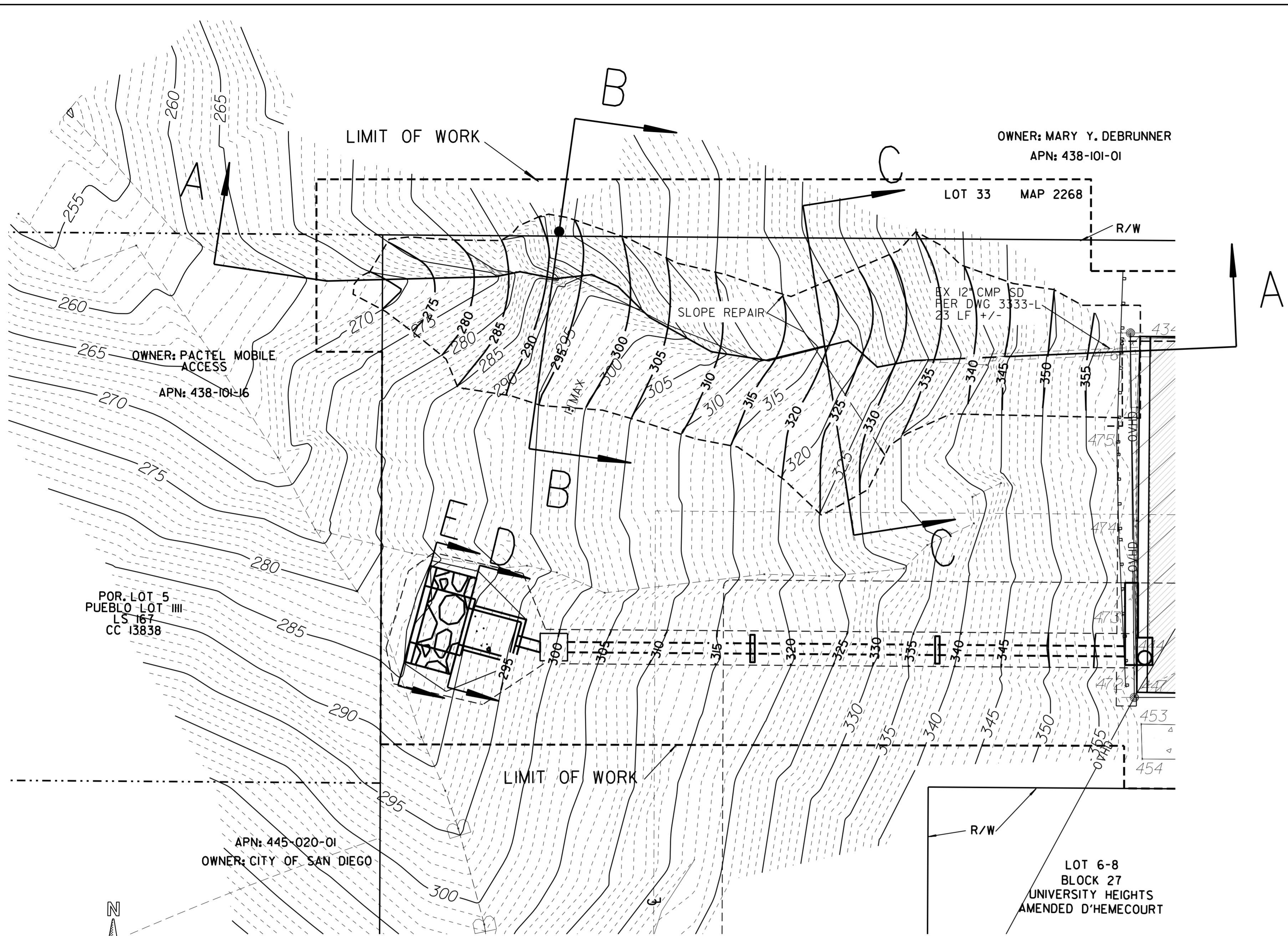
**ADAMS AVENUE  
STORM DRAIN REPLACEMENT  
ADAMS AVENUE  
STA. 1+00 TO STA. 2+11.99**

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS SHEET 2 OF 5 SHEETS		WBS: B-13102
DATE: 04/05/2021		SUBMITTED BY: IKHLASS SHAMOUN PROJECT MANAGER
FOR CITY ENGINEER: ELHAM LOTFI PRINT DCE NAME		CHECKED BY: SAMER ALSHAMI PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	IS/SA	[Signature]
DATE: 04/05/2021		FILMED
214-1719		CCS27 COORDINATE
1858371-6285369		CCS83 COORDINATE
CONTRACTOR: _____ DATE STARTED: _____		38318-02-D
INSPECTOR: _____ DATE COMPLETED: _____		

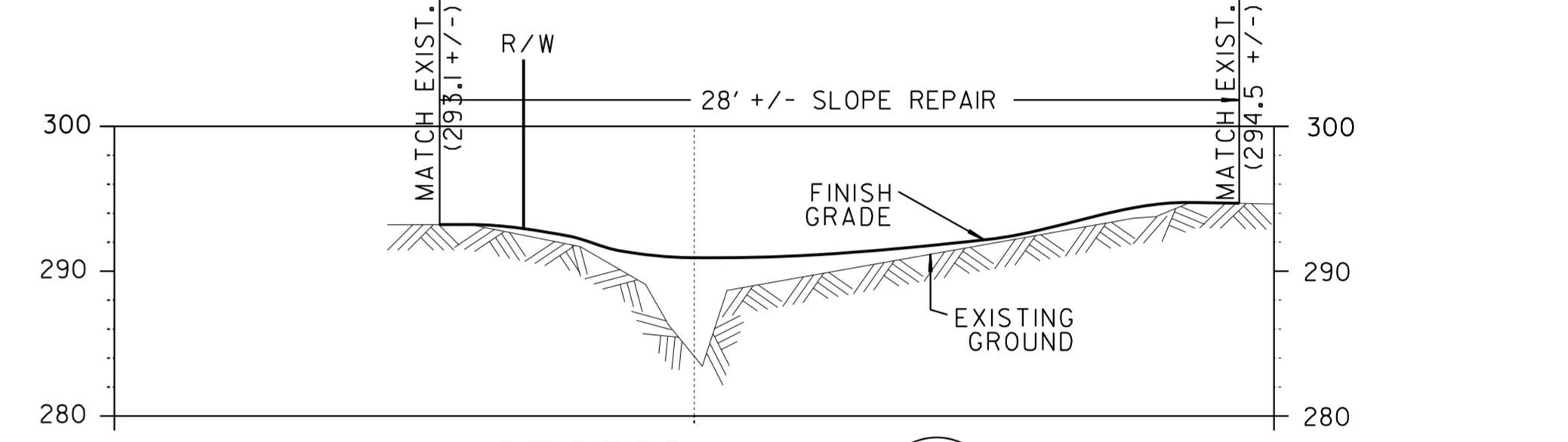


ADAMS AVENUE

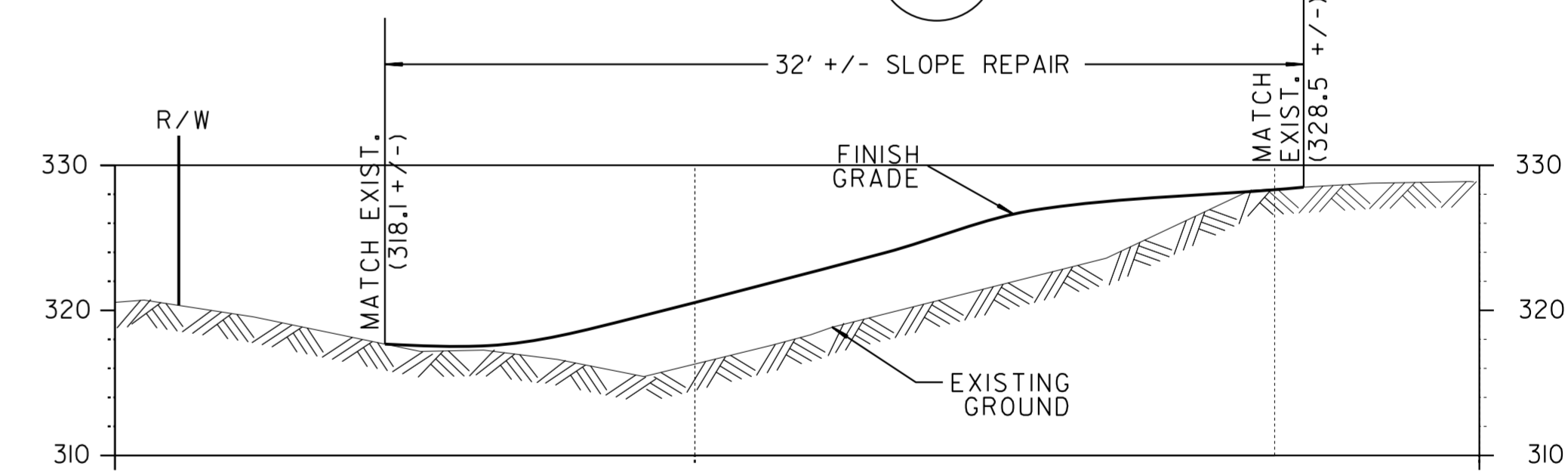




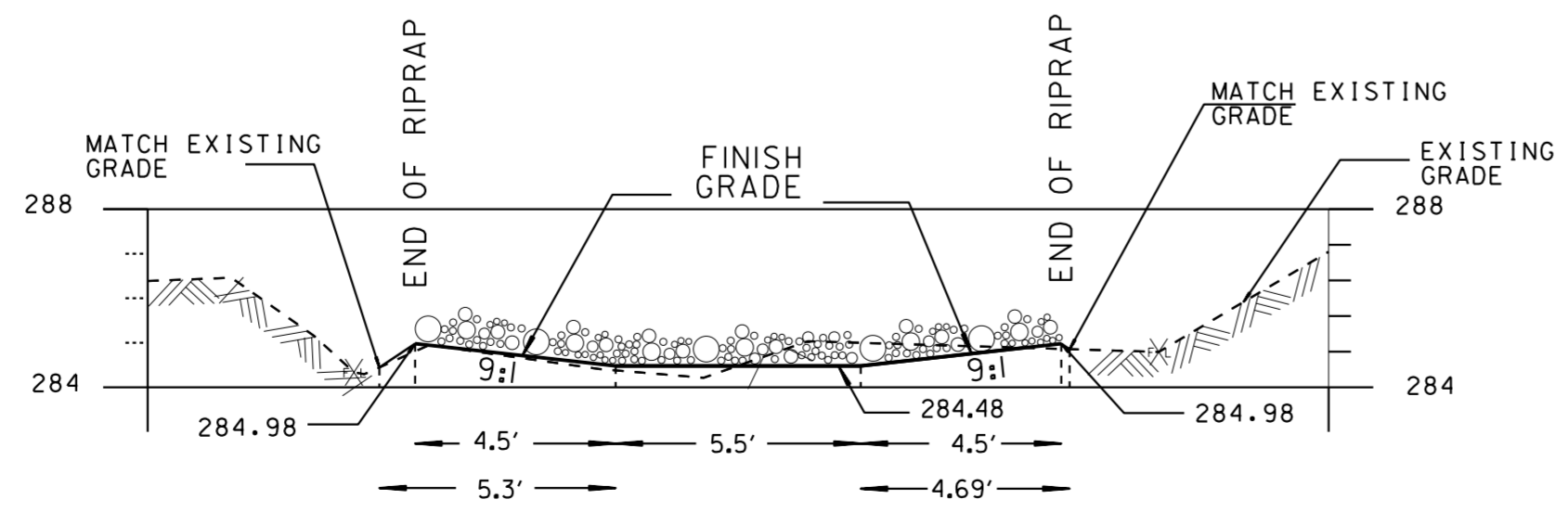
SECTION - EX. FLOWLINE @ SLOPE REPAIR



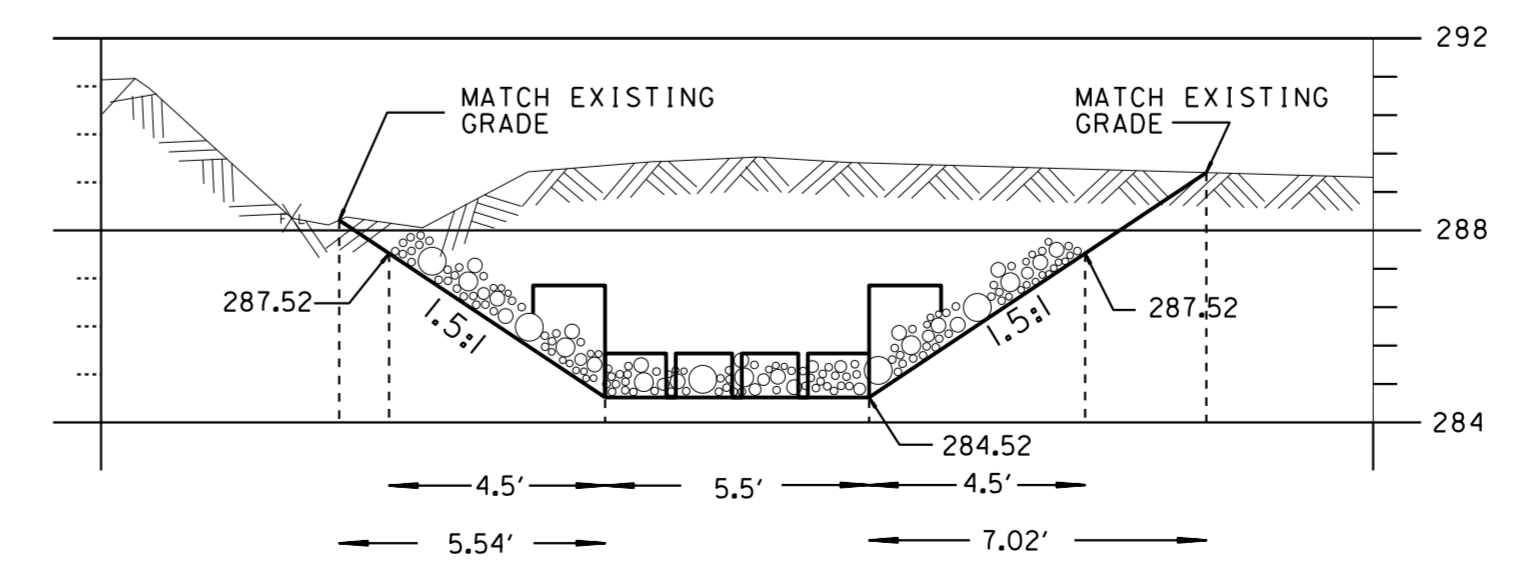
SECTION B



SECTION C



SECTION - END OF RIPRAP @ GRADING LIMITS



SECTION - START OF THE RIPRAP @ GRADING LIMITS

- NOTES:
- SEE GEOTECHNICAL INVESTIGATION FOR ADAMS AVENUE STORM DRAIN REPLACEMENT, PREPARED BY SOUTHERN CALIFORNIA SOIL & TESTING DATED JULY 16, 2015 FOR ADDITIONAL DETAILS.
  - TRADITIONAL SHORING METHODS SHALL BE UTILIZED, SHORING SHALL CONFORM TO OSHA STANDARDS. TRENCH BACKFILL SHALL BE FREE OF ORGANIC DEBRIS AND ROCKS GREATER THAN 4" MAX. BACKFILL SHOULD BE PLACED IN LIFTS 8 INCHES OR LESS IN LOOSE THICKNESS, MOISTURE CONDITIONED TO OPTIMUM MOISTURE CONTENT OR SLIGHTLY ABOVE AND MECHANICALLY COMPACTED TO AT LEAST 90% RELATIVE COMPACTION BASED ON ASTM D 1557.



<b>ADAMS AVENUE STORM DRAIN REPLACEMENT</b> GRADING PLAN & CROSS SECTIONS			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS SHEET 3 OF 5 SHEETS		WBS: B-13102	
FOR CITY ENGINEER <b>ELHAM LOTFI</b> PRINT DCE NAME		DATE: 04/05/2021	
SUBMITTED BY: <b>IKHLASS SHAMOUN</b> PROJECT MANAGER		CHECKED BY: <b>SAMER ALSHAM</b> PROJECT ENGINEER	
DESCRIPTION ORIGINAL	BY IS/SA	APPROVED 	DATE 04/05/2021
		214-1719 CCS27 COORDINATE	
		1858371-6285369 CCS83 COORDINATE	
CONTRACTOR INSPECTOR		DATE STARTED DATE COMPLETED	
		<b>38318-03-D</b>	

GRADING PLANS AND CROSS SECTIONS

Image Source: Nearmap ( flown September 2020)



COASTAL SAGE SCRUB CONTAINERPLANT MATERIALS FOR REVEGETATION SLOPE AREA (0.21 ACRE*)			
SCIENTIFIC NAME	COMMON NAME	UNIT SIZE	QUANTITY**
<i>ACMISPON GLABER</i>	DEERWEED	1-GALLON	30
<i>ADENOSTOMA FASCICULATUM</i>	CHAMISE	1-GALLON	10
<i>ARTEMISIA CALIFORNICA</i>	CALIFORNIA SAGEBRUSH	1-GALLON	30
<i>ATRIPLEX CANESCENS</i>	FOUR-WING SALTBUUSH	1-GALLON	12
<i>ENCELIA CALIFORNICA</i>	CALIFORNIA ENCELIA	1-GALLON	30
<i>ERIOGONUM FASCICULATUM</i>	CALIFORNIA BUCKWHEAT	1-GALLON	30
<i>HAZARDIA SQUARROSA</i>	SAW-TOOTHED GOLDENBUSH	1-GALLON	20
<i>HETEROMELES ARBUTIFOLIA</i>	TOYON	1-GALLON	10
<i>ISOCOMA MENZIESII</i>	COASTAL GOLDENBUSH	1-GALLON	24
<i>MALOSMA LAURINA</i>	LAUREL SUMAC	1-GALLON	10
<i>PSEUDOGNAPHALUM BIOLETTII</i>	BICOLOR CUDWEED	1-GALLON	24
<i>QUERCUS BERBERIDIFOLIA</i>	SCRUB OAK	1-GALLON	10
<i>RHAMNUS ILLICIFOLIA</i>	HOLLYLEAF REDBERRY	1-GALLON	10
<i>RHUS INTEGRIFOLIA</i>	LEMONADE BERRY	1-GALLON	10
<i>STIPA LEPIDA</i>	FOOTHILL NEEDLE GRASS	ROSE POT	20
<i>SALVIA MELLIFERA</i>	BLACK SAGE	1-GALLON	25
<i>XYLOCOCCUS BICOLOR</i>	MISSION MANZANITA	1-GALLON	10
TOTAL			315

\*ACTUAL REVEGETATION ACREAGE MAY VARY BASED ON FINAL PROJECT IMPACTS TO BE DETERMINED DURING CONSTRUCTION  
 \*\*BASED ON 1,500 CONTAINER PLANTS PER ACRE

COASTAL SAGE SCRUB SEED MIX FOR REVEGETATION SLOPE AREA (0.21 ACRE)		
SCIENTIFIC NAME	COMMON NAME	QUANTITY* (POUNDS)
<i>ACMISPON GLABER</i>	DEERWEED	1.2
<i>ARTEMISIA CALIFORNICA</i>	CALIFORNIA SAGEBRUSH	1.2
<i>DEINANDRA FASCICULATA</i>	FASCICLED TARWEED	1
<i>ESCHSCHOLZIA CALIFORNICA</i>	CALIFORNIA POPPY	1.3
<i>ENCELIA CALIFORNICA</i>	CALIFORNIA ENCELIA	1.3
<i>ERIOGONUM FASCICULATUM</i>	CALIFORNIA BUCKWHEAT	1.3
<i>ISOCOMA MENZIESII</i>	COASTAL GOLDENBUSH	0.8
<i>LUPINUS TRUNCATUS</i>	BLUNT LEAVED LUPINE	1.2
<i>PLANTAGO ERECTA</i>	DOT-SEED PLANTAIN	1.3
<i>STIPA LEPIDA</i>	FOOTHILL NEEDLE GRASS	1.0
<i>TRIFOLIUM WILLDENOVII</i>	TOMCAT CLOVER	1.0
TOTAL		12.6

\*BASED ON 60 POUNDS OF SEED PER ACRE

TABLE 1: SUCCESS CRITERIA		
MILESTONE	SUCCESS CRITERIA	REMEDIAL MEASURES
INSTALLATION	ALL REVEGETATION AREAS SEEDED OR PLANTED. EROSION CONTROL BMPs IN PLACE AND FUNCTIONAL.	RESEED BARE AREAS, REPAIR EROSION, INSTALL BMPs AS REQUIRED.
120 DAYS (END OF PEP)	80% SURVIVAL OF CONTAINER PLANTS. LESS THAN 10% WEED COVER, AND NO INVASIVE EXOTIC WEED GROWTH. NO EROSION, AND EROSION CONTROL BMPs IN PLACE AND FUNCTIONAL.	REPLACE DEAD CONTAINER PLANTS TO MEET 80% SURVIVAL, RESEED BARE AREAS, INTENSIFY WEED CONTROL, REPAIR EROSION AND/OR BMPs.
YEAR 1 (12 MONTHS)	AT LEAST 30% NATIVE COVER. LESS THAN 10% WEED COVER**, AND NO INVASIVE EXOTIC WEED SPECIES. NO EROSION, AND EROSION CONTROL BMPs IN PLACE AND FUNCTIONAL.	RESEED BARE AREAS, REPLACE DEAD CONTAINER PLANTS, INTENSIFY WEED CONTROL, REPAIR EROSION AND/OR BMPs.
YEAR 2 (25 MONTHS)	AT LEAST 60% NATIVE COVER. LESS THAN 5% WEED COVER**, AND NO INVASIVE EXOTIC WEED SPECIES. NO EROSION, AND EROSION CONTROL BMPs IN PLACE AND FUNCTIONAL.	SAME AS ABOVE.

\*PERCENT COVER INCLUDES COVERAGE BY SEEDED, PLANTED, OR RECRUITING NATIVE SPECIES. COVER OF LARGE WOODY SHRUBS SHALL NOT COMPRISE MORE THAN 50% TOTAL COVER AT ANY TIME.  
 \*\*CRITERION MAY BE ADJUSTED AT PROJECT BIOLOGIST RECOMMENDATION BASED ON EROSION CONTROL NEEDS OF THE SITE.

TABLE 2: SUMMARY AND SCHEDULE FOR PROJECT MAINTENANCE, MONITORING, AND REPORTING*			
PERIOD	MAINTENANCE	MONITORING	REPORTING
INSTALLATION	SHALL BE INITIATED WITHIN 30 DAYS OF CONSTRUCTION PROJECT COMPLETION.	AS NEEDED DURING PLANT INSTALLATION AND SEEDING.	FOLLOWING INSTALLATION, A SITE OBSERVATION REPORT (SOR) WILL BE SUBMITTED TO RECOMMEND APPROVAL OF THE INSTALLATION.
120-DAY PEP	WEEDING SHALL OCCUR ONCE DURING THE PEP OR AS DIRECTED BY THE PROJECT BIOLOGIST. IRRIGATION SHALL OCCUR IN ACCORDANCE WITH A PROPOSED IRRIGATION SCHEDULE.	BI-WEEKLY (EVERY 2 WEEKS) FOR FIRST 2 MONTHS, ONCE MONTHLY FOR MONTHS 3 AND 4.	AT THE END OF THE PEP, AN SOR WILL BE SUBMITTED TO RECOMMEND APPROVAL OF THE PEP.
YEAR 1 (12 MONTHS)	WEEDING SHALL OCCUR EVERY 6 MONTHS OR AS DIRECTED BY THE PROJECT BIOLOGIST. IRRIGATION SHALL OCCUR IN ACCORDANCE WITH A PROPOSED IRRIGATION SCHEDULE.	ONCE EVERY 3 MONTHS.	AN SOR WILL BE SUBMITTED AT THE END OF YEAR 1.
YEAR 2 (25 MONTHS)	WEEDING SHALL OCCUR EVERY 6 MONTHS OR AS DIRECTED BY THE PROJECT BIOLOGIST. IRRIGATION SHALL OCCUR IN ACCORDANCE WITH A PROPOSED IRRIGATION SCHEDULE.	ONCE EVERY 3 MONTHS.	AN SOR WILL BE SUBMITTED AT THE END OF YEAR 2.

\*IF 25-MONTH SUCCESS CRITERIA ARE NOT MET, THE MAINTENANCE AND MONITORING PERIOD WILL BE EXTENDED AS REQUIRED, QUARTERLY MAINTENANCE AND MONITORING WITH YEARLY REPORTING SHALL CONTINUE AS NEEDED.

**GENERAL REVEGETATION NOTES:**

- ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE 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.
- THE MAJORITY OF THE PROJECT AREA IS WITHIN A 100-FOOT BRUSH MANAGEMENT ZONE (BMZ); THEREFORE THE CONTRACTOR MUST COMPLY WITH THE CITY'S BRUSH MANAGEMENT GUIDELINES FOR THE DURATION OF THE PROJECT.
- THE UPPER EIGHT INCHES (8") OF TOPSOIL FROM THE SITE, OR AS DIRECTED BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST, SHALL BE SALVAGED AND STOCKPILED. THE PROJECT BIOLOGIST SHALL ENSURE THAT SOIL WILL BE STOCKPILED ON-SITE, NO MORE THAN THREE FEET (3') HIGH WHEN POSSIBLE. BEST MANAGEMENT PRACTICES (BMPs), SILT FENCING, AND/OR AN APPROPRIATE COVER SHALL BE INSTALLED AROUND THE STOCKPILE TO PREVENT EROSION AND AS A BARRIER TO PRECLUDE ANY CONTAMINATION OR UNAUTHORIZED ACCESS, OR AS RECOMMENDED BY THE PROJECT BIOLOGIST.
- SEEDED, PLANTED, AND VOLUNTEER NATIVE PLANTS SHALL ACHIEVE SOIL COVERAGE EQUAL TO THE NATIVE SPECIES PRESENT IN THE ADJACENT AREA OR 60 PERCENT, WHICHEVER IS GREATER (OR AS APPROVED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE BASED ON SITE CONDITIONS IF LESSER PERCENT COVERAGE), WITHIN 25 MONTHS OF BEING INSTALLED AFTER THE 120-DAY PLANT ESTABLISHMENT PERIOD (PEP), BECAUSE THE MAJORITY OF THE SITE OCCURS WITHIN A 100-FOOT BMZ, THE COVER OF LARGE WOODY SHRUBS SHALL ACHIEVE A MAXIMUM OF 50 PERCENT.
- REVEGETATION OF MANUFACTURED SLOPES AND OTHER DISTURBED AREAS ADJACENT TO AREAS OF NATIVE VEGETATION SHALL BE ACCOMPLISHED IN A MANNER SO AS TO PROVIDE VISUAL AND HORTICULTURAL COMPATIBILITY WITH THE INDIGENOUS NATIVE PLANT MATERIALS.
- INVASIVE PLANT SPECIES INCLUDING BUT NOT LIMITED TO THOSE LISTED IN THE CITY'S LANDSCAPE STANDARDS SHALL BE REMOVED IN ALL REVEGETATION AREAS BY THE CONTRACTOR, AND ONLY NATIVE PLANT SPECIES SHALL BE PLANTED IN REVEGETATION AREAS. IF PERSISTENT ENCROACHMENT OF TREE TOBACCO (*NICOTIANA GLAUCOA*) IS OBSERVED DURING THE 25-MONTH MAINTENANCE AND MONITORING PERIOD, WEED CONTROL MEASURES MAY BE EXTENDED INTO AN APPROXIMATELY 10-FOOT BUFFER OFF-SITE, OR AT A DISTANCE APPROVED BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST.
- ALL REQUIRED REVEGETATION AND EROSION CONTROL SHALL BE COMPLETED WITHIN 30 CALENDAR DAYS OF THE COMPLETION OF GRADING OR DISTURBANCE, OR AS NECESSARY TO PREVENT EROSION DURING ANY FORECASTED RAIN EVENT, OR AS RECOMMENDED BY THE CITY REPRESENTATIVE AND THE PROJECT BIOLOGIST.
- BMPs SHALL BE INSTALLED AS DIRECTED BY THE PROJECT BIOLOGIST AND RE, AND/OR AN EROSION CONTROL SPECIALIST. ALL SLOPES 3:1 OR GREATER SHALL REQUIRE BIODEGRADABLE EROSION CONTROL NETTING, FIBER ROLLS, OR OTHER SLOPE PROTECTION METHODS AS RECOMMENDED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE OR AN EROSION CONTROL SPECIALIST. EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL FINAL ACCEPTANCE OF REVEGETATION BY THE CITY REPRESENTATIVE AND THE PROJECT BIOLOGIST. ALL EROSION CONTROL MATERIALS ARE TO BE PROVIDED BY THE CONTRACTOR.
- ALL MULCH GROUND COVER USED SHALL BE CLEAN, FREE FROM WEEDS, NON-NATIVE SEEDS, AND DEBRIS AS CERTIFIED BY THE SUPPLIER. ALL HAY/STRAW PRODUCTS SHALL BE UNDECAYING, CLEAN AND FREE OF WEEDS, SEEDS, AND DEBRIS.
- THE CONTRACTOR SHALL CORRECT ALL SOIL EROSION, AND SHALL REPAIR AND/OR REPLACE ALL ABOVEGROUND EROSION CONTROL BMPs DAMAGED DURING THE 120-DAY PEP. EROSION CONTROL SHALL OCCUR AS NEEDED, AT THE RECOMMENDATION OF THE PROJECT BIOLOGIST AND RE, AND WITHOUT SUBSTANTIAL DAMAGE TO THE SITE THROUGHOUT THE 25-MONTH MAINTENANCE AND MONITORING PERIOD. ANY ABOVEGROUND EROSION CONTROL MEASURES, SUCH AS BUT NOT LIMITED TO SILT FENCING, GRAVEL BAGS, AND/OR FIBER ROLLS SHALL BE REMOVED BY THE CONTRACTOR FOLLOWING ACCEPTANCE OF THE 25-MONTH MAINTENANCE AND MONITORING PERIOD BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST.
- THE CONTRACTOR SHALL REMOVE ALL TRASH AND/OR DEBRIS PRIOR TO REVEGETATION INSTALLATION, AND UNTIL THE END OF THE 25-MONTH MAINTENANCE AND MONITORING PERIOD. THE CONTRACTOR SHALL REMOVE AND Haul OFF SITE ALL TEMPORARY IRRIGATION LINES AND APPURTENANCES FOLLOWING ACCEPTANCE OF REVEGETATION BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST.

**TEMPORARY IRRIGATION:**

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

- NO PERMANENT OR AUTOMATIC IRRIGATION SYSTEM WILL BE INSTALLED. THE PROJECT BIOLOGIST SHALL RECOMMEND ALTERATIONS IN TEMPORARY IRRIGATION FREQUENCY AS NEEDED. THE CONTRACTOR SHALL PROPOSE METHODS OF IRRIGATION AND SHALL PROVIDE IRRIGATION LINES AND COMPONENTS. MANUAL IRRIGATION VIA A SOFT HOSE OR MANUALLY CONTROLLED ABOVE GRADE TEMPORARY IRRIGATION LINES WITH LOW VOLUME HUNTER MP 1000 ROTOR HEADS IS ACCEPTABLE.
- HYDROSEED AND/OR CONTAINER PLANTS SHALL BE IRRIGATED PER THE IRRIGATION PLAN. THE CONTRACTOR SHALL PROVIDE ALL IRRIGATION LINES AND APPURTENANCES IN ACCORDANCE WITH THE PLAN AND MAKE ANY ADJUSTMENTS NECESSARY TO MEET THE SUCCESS CRITERIA (TABLE 1) PER PROJECT BIOLOGIST RECOMMENDATIONS.
- TEMPORARY IRRIGATION VIA IRRIGATION LINES AND APPURTENANCES (OR ALTERNATE METHOD APPROVED BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST) SHALL BE PROVIDED BY THE CONTRACTOR FOR THE PERIOD SUFFICIENT TO ESTABLISH PLANT MATERIALS AND TO PROVIDE VEGETATIVE COVER THAT PREVENTS SOIL EROSION. THE IRRIGATION QUANTITY AND SCHEDULE SHALL BE DETERMINED BASED ON SITE CONDITIONS BY THE PROJECT BIOLOGIST AND CONTRACTOR.
- IRRIGATION SHALL BE APPLIED IN A MANNER AND AT A RATE THAT AVOIDS EROSION, RUNOFF, SEEPAGE, AND OVERSPRAY ONTO ADJACENT PROPERTIES, NON-IRRIGATED AREAS, WALLS, ROADWAYS, OR STRUCTURES.
- 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 "A" OF THE CITY'S LANDSCAPE STANDARDS.
- OVERWATERING AS EVIDENCED BY SOGGY SOILS, STANDING WATER, RILLS, RUNOFF, AND OTHER SIMILAR CONDITIONS SHALL BE MANAGED AND PREVENTED.
- IF ALTERNATIVE IRRIGATION METHODS ARE IMPLEMENTED, ALL VEHICLES SHALL BE LIMITED TO EXISTING ROADS AND IRRIGATION SHALL NOT EXTEND BEYOND THE REVEGETATION BOUNDARY.

**SEED MIX:**

- THE SEED MIX (SEE SEED MIX TABLE OF THIS REVEGETATION PLAN) SHALL BE APPLIED AT A MINIMUM RATE OF 60 POUNDS PER ACRE, VIA HYDROSEED METHODS, AND MUST BE APPLIED AS EVENLY AS POSSIBLE. IF SUFFICIENT DETERMINATION IS NOT ACHIEVED WITHIN THE 120-DAY PEP, ADDITIONAL SEED MAY BE APPLIED BY HAND OR VIA HYDROSEED METHODS AS DIRECTED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE. THE ADDITIONAL SEED MIX SHALL BE APPROVED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE PRIOR TO APPLICATION. BECAUSE THE MAJORITY OF THE SITE OCCURS WITHIN A BMZ, NO SEED OF CACTUS, YUCCA, POISON OAK, OR RARE PLANT SPECIES SHALL BE USED.
- ALL SEED SHALL ORIGINATE FROM WITHIN THE PROJECT VICINITY (E.G., 25-MILE RADIUS) OF THE PROJECT SITE. IF SUCH LOCAL SEED IS NOT AVAILABLE, THE CONTRACTOR IS TO PROVIDE EVIDENCE TO THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST WHO WILL SUGGEST ALTERNATIVE COMPLIANCE. THE CONTRACTOR SHALL RETAIN AND SUBMIT ALL SEED TAGS FOR SEED PRODUCTS TO BE USED TO THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST PRIOR TO APPLICATION.

**SEEDING PROCEDURES:**

- SEEDING SHALL OCCUR ONLY AFTER THE PROJECT BIOLOGIST HAS OBSERVED AND APPROVED PROPER SITE PREPARATION.
- TYPE 9 MULCH (WOOD FIBER) OR BONDED FIBER MATRIX SHALL BE APPLIED AT THE MINIMUM RATE OF 1,500 POUNDS PER ACRE, EXCEPT WHEN USED IN CONJUNCTION WITH STRAW MULCH, WHEN IT SHALL BE APPLIED AT A MINIMUM RATE OF 400 POUNDS PER ACRE.
- BONDED FIBER MATRIX OR WOOD FIBER SHALL BE UNIFORMLY SPREAD AND 'TACKED' WITH A TYPE 10 MULCH (STABILIZER) OR BONDED FIBER MATRIX AT A MINIMUM RATE OF 150 POUNDS PER ACRE. THE BINDER SHALL BE AN ORGANIC DERIVATIVE OR PROCESSED ORGANIC ADHESIVE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
- A WETTING AGENT CONSISTING OF 95 PERCENT ALKYL POLYETHYLENE GLYCOL ETHER MAY BE APPLIED IF RECOMMENDED BY THE CITY REPRESENTATIVE AND PROJECT 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.

**CONTAINER PLANT PROCEDURES:**

- THE CONTRACTOR SHALL SUPPLY AND PLANT A MINIMUM OF 1,500 CONTAINER PLANTS PER ACRE OF NATIVE PLANTS (SEE CONTAINER PLANT MATERIALS TABLE OF THIS REVEGETATION PLAN) AT THE RECOMMENDATION AND UNDER THE DIRECTION OF THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST. THE CONTRACTOR SHALL SUPPLY ADDITIONAL CONTAINER PLANTS IF NECESSARY TO MEET THE SUCCESS CRITERIA (SEE TABLE 1) OF THE 120-DAY PEP, 12-MONTH MAINTENANCE AND MONITORING PERIOD, AND 25-MONTH MAINTENANCE AND MONITORING PERIOD PER THE RECOMMENDATION OF THE PROJECT BIOLOGIST. BECAUSE THE MAJORITY OF THE SITE OCCURS WITHIN A BMZ, NO CACTUS, YUCCA, POISON OAK, OR RARE PLANT SPECIES SHALL BE INSTALLED.
- CONTAINER PLANTS SHALL BE PROCURED FROM A NURSERY QUALIFIED TO PROPAGATE AND CARE FOR PLANT SPECIES SOURCE FOR ANY NATIVE PLANT MATERIALS SHALL ORIGINATE WITHIN 25 MILES OF THE PROJECT VICINITY WITHIN SAN DIEGO COUNTY. IF SUCH LOCAL PLANTS ARE NOT AVAILABLE, THE CONTRACTOR IS TO PROVIDE EVIDENCE TO THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST WHO WILL SUGGEST ALTERNATIVE COMPLIANCE.

- CONTAINER PLANT MATERIAL MUST BE CLEARLY LABELED AND DELIVERED TO THE PROJECT SITE AT THE APPROPRIATE TIME, IN A HEALTHY AND VIGOROUS CONDITION. THE PROJECT BIOLOGIST WILL REJECT PLANT MATERIAL DELIVERED PRIOR TO ITS PLANTING DATE, OR ANY SPECIMENS SHOWING EVIDENCE OF DISEASE, MISHANDLING, DEFECTS OR DAMAGE, OVER OR UNDER-WATERING, OR OTHER DEFICIENCY AT THE TIME OF DELIVERY.
- CONTAINER PLANTS WILL BE ARRANGED BY THE CONTRACTOR IN A NATURALLY RANDOM MANNER. SHRUBS SHALL BE PLANTED AT A MINIMUM DENSITY OF ONE PLANT PER 25 SQUARE FEET OF DISTURBED AREA ON ALL SLOPES 3:1 OR GREATER, IN ACCORDANCE WITH THE LATEST LANDSCAPE STANDARDS. THE PLACEMENT SHALL BE REVIEWED AND APPROVED BY THE PROJECT BIOLOGIST.

**MAINTENANCE REQUIREMENTS:**

- ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE LANDSCAPE CONTRACTOR. LANDSCAPE AND IRRIGATION AREAS IN THE PUBLIC RIGHT-OF-WAY SHALL BE MAINTAINED BY THE LANDSCAPE CONTRACTOR. THE LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER, AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.
- REVEGETATION AREA SHALL BE MAINTAINED FOR A PERIOD OF NOT LESS THAN 25 MONTHS (TABLE 2) OR AS DETERMINED BY THE CITY REPRESENTATIVE 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 FOLLOWS SEED APPLICATION AND PLANT INSTALLATION. THE START OF PEP AND 25-MONTH MAINTENANCE, AS WELL AS FINAL PROJECT ACCEPTANCE, WILL BE DETERMINED BY CITY REPRESENTATIVE IN CONSULTATION WITH PROJECT BIOLOGIST.
- PRIOR TO FINAL APPROVAL, CORRECTIVE ACTION INCLUDING BUT NOT LIMITED TO WEED ERADICATION AND REMOVAL, REPLANTING, THE MODIFICATION OF IRRIGATION SYSTEMS, AND THE REPAIR OF ANY SOIL EROSION OR SLOPE SLIPPAGE, MAY BE REQUIRED BY THE PROJECT BIOLOGIST AND/OR CITY REPRESENTATIVE.
- WEEDING, HERBICIDE, AND/OR PESTICIDE APPLICATION SHALL BE PERFORMED AS NEEDED BY THE CONTRACTOR. WEEDING SHALL BE CONDUCTED AT A MINIMUM OF ONCE DURING THE 120-DAY PEP, AND A MINIMUM OF ONCE EVERY SIX MONTHS THROUGHOUT THE 25 MONTHS OF MAINTENANCE, OR AS DIRECTED BY THE PROJECT BIOLOGIST. DUE TO THE STEEPNESS OF THE SITE, CAUTION SHALL BE TAKEN TO MINIMIZE DISTURBANCE DURING WEED TREATMENT. TO REDUCE DISTURBANCE TO THE HYDROMULCH LAYER AND BMPs, WEED CONTROL ACTIVITIES SHOULD BE LIMITED TO ONLY WHAT IS NECESSARY TO MEET SUCCESS CRITERIA. ADAPTIVE WEED CONTROL MEASURES MAY BE IMPLEMENTED UPON REQUEST BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE. WEEDS SHALL BE PROPERLY DISPOSED OFFSITE.
- THE 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 OF CALIFORNIA GUIDELINES. THE CONTRACTOR MUST POSSESS A PEST CONTROL BUSINESS LICENSE AND HAVE A QUALIFIED APPLICATOR LICENSE TO SUPERVISE HERBICIDE APPLICATIONS.
- THE CONTRACTOR SHALL CONTROL WEEDS IDENTIFIED BY THE PROJECT BIOLOGIST BEFORE THEY EXCEED TWELVE INCHES (12") IN HEIGHT AND BEFORE THEY SET SEED.
- IF ANY REQUIRED LANDSCAPE INDICATED ON THE APPROVED CONSTRUCTION DOCUMENT PLANS IS DAMAGED OR REMOVED, IT SHALL BE REPAIRED AND/OR REPLACED IN KIND AND EQUIVALENT SIZE PER THE APPROVED DOCUMENTS TO THE SATISFACTION OF THE DEVELOPMENT SERVICED DEPARTMENT WITHIN 30 DAYS OF DAMAGE.

**MULTI-HABITAT PLANNING AREA:**

MSCP LAND USE ADJACENCY GUIDELINES MINIMIZE DIRECT AND INDIRECT IMPACTS AND MAINTAIN THE FUNCTION OF THE MHPA. THE PROJECT IS LOCATED APPROXIMATELY 100 FEET FROM THE MHPA. THEREFORE, THE FOLLOWING LAND USE ADJACENCY GUIDELINES APPLY.

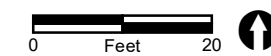
- DRAINAGE - ALL NEW AND PROPOSED PARKING LOTS AND DEVELOPED AREAS IN AND ADJACENT TO THE PRESERVE MUST NOT DRAIN DIRECTLY INTO THE MHPA. ALL DEVELOPED AND PAVED AREAS MUST PREVENT THE RELEASE OF TOXINS, CHEMICALS, PETROLEUM PRODUCTS, EXOTIC PLANT MATERIALS, AND OTHER ELEMENTS THAT MIGHT DEGRADE OR HARM THE NATURAL ENVIRONMENT OR ECOSYSTEM PROCESSES WITHIN THE MHPA.
- TOXICS - LAND USES, SUCH AS RECREATION, URBAN LANDSCAPING, AND AGRICULTURE, THAT USE CHEMICALS OR GENERATE BY-PRODUCTS, SUCH AS PESTICIDES, HERBICIDES, ANIMAL WASTE, OILS, FUELS, AND OTHER SUBSTANCES, THAT ARE POTENTIALLY TOXIC OR IMPACTIVE TO WILDLIFE, SENSITIVE SPECIES, HABITAT, OR WATER QUALITY NEED TO INCORPORATE MEASURES TO REDUCE IMPACTS CAUSED BY APPLICATION OR DRAINAGE OF SUCH MATERIALS INTO THE MHPA.
- LIGHTING - LIGHTING OF ALL DEVELOPED AREAS WITHIN AND ADJACENT TO THE MHPA SHALL BE DIRECTED AWAY FROM THE MHPA, WHERE NECESSARY, DEVELOPMENT SHOULD PROVIDE ADEQUATE SHIELDING WITH NON-INVASIVE PLANT MATERIALS (PREFERABLY NATIVE), BERMING, AND/OR OTHER METHODS TO PROTECT THE MHPA AND SENSITIVE SPECIES FROM NIGHT LIGHTING.
- CONSTRUCTION NOISE - USES IN OR ADJACENT TO THE MHPA SHOULD BE DESIGNED TO MINIMIZE NOISE IMPACTS. BERMS OR WALLS SHOULD BE CONSTRUCTED ADJACENT TO COMMERCIAL AREAS, RECREATIONAL AREAS, AND OTHER USES THAT MAY INTRODUCE NOISES THAT COULD IMPACT OR INTERFERE WITH WILDLIFE UTILIZATION OF THE MHPA. EXCESSIVELY NOISY USES OR ACTIVITIES ADJACENT TO BREEDING AREAS MUST INCORPORATE NOISE REDUCTION MEASURES AND BE CURTAILED DURING THE BREEDING SEASON OF SENSITIVE SPECIES. ADEQUATE NOISE REDUCTION MEASURES SHOULD ALSO BE INCORPORATED FOR THE REMAINDER OF THE YEAR.
- BARRIERS/UNAUTHORIZED ACCESS - NEW DEVELOPMENT WITHIN OR ADJACENT TO THE MHPA MAY BE REQUIRED TO PROVIDE BARRIERS (E.G., NON-INVASIVE VEGETATION, ROCKS/BOULDERS, FENCES, WALLS, AND/OR SIGNAGE) ALONG THE MHPA BOUNDARIES TO DIRECT PUBLIC ACCESS TO APPROPRIATE LOCATIONS AND REDUCE DOMESTIC ANIMAL PREDATION. ACCESS TO THE MHPA, IF ANY, SHOULD BE DIRECTED TO MINIMIZE IMPACTS AND REDUCE IMPACTS ASSOCIATED WITH DOMESTIC PET PREDATION.
- INVASIVE SPECIES - NO INVASIVE NON-NATIVE PLANT SPECIES SHALL BE INTRODUCED INTO AREAS ADJACENT TO THE MHPA.
- BRUSH MANAGEMENT - NEW DEVELOPMENT LOCATED ADJACENT TO THE MHPA MUST BE SET BACK TO INCORPORATE ZONE 1 BRUSH MANAGEMENT AREAS ON THE DEVELOPMENT PAD AND OUTSIDE OF THE MHPA. ZONE 2 MAY BE LOCATED IN THE MHPA EXCEPT WHERE NARROW WILDLIFE CORRIDORS REQUIRE IT TO BE LOCATED OUTSIDE THE MHPA. VEGETATION CLEARING SHALL BE DONE CONSISTENT WITH CITY STANDARDS AND SHALL AVOID/MINIMIZE IMPACTS TO COVERED SPECIES TO THE MAXIMUM EXTENT POSSIBLE.
- GRADING/LAND DEVELOPMENT - MANUFACTURED SLOPES ASSOCIATED WITH SITE DEVELOPMENT SHALL BE INCLUDED WITH THE DEVELOPMENT FOOTPRINT FOR PROJECTS WITHIN OR ADJACENT TO THE MHPA.

  Brian Parker Associate Biologist 06-29-2021	<b>PLANS FOR THE CONSTRUCTION OF          ADAMS AVENUE          STORM DRAIN REPLACEMENT          REVEGETATION PLAN</b>	
	<b>L-1</b>	WBS: B-13102

Image Source: Neerman, (flown September 2020)



- Project Footprint/ Limit of Work
- Upland Erosion Control Seeding and Planting - 0.21 acre
- Permanent Impacts
- Right-of-Way



**IRRIGATION LEGEND**

SYMBOL	DESCRIPTION	NOTES
☒	POINT OF CONNECTION - CITY OF SAN DIEGO HYDRANT	LOCATED ON THE NORTHWEST CORNER OF ADAMS AVE AND MISSION CLIFF DR.
⊙	1 1/2" CITY OF SAN DIEGO CONSTRUCTION WATER METER	CONTACT CITY OF SAN DIEGO METER SHOP FOR INSTALLATION: 619-527-7449
-----	1 1/2" FIRE HOSE CONNECTION (SOFT CONNECTION)	CONNECT AT EVERY WATERING EVENT
▲	1 1/2" BRASS SWIVEL ADAPTER	TO CONNECT FIRE HOSE TO MAINLINE
●	HUNTER MP ROTATOR (PROS-06-PRS40-CV-MP2000)	2000 SERIES MP ROTATOR NOZZLE ON PRS40-06 SHRUB BODY WITH 6" POP-UP.
.....	1 1/2" SCHEDULE 40 PVC MAINLINE	DOWNSIZE MAINLINE AS NEEDED TO ENSURE PROPER PRESURE. STAKE MAINLINE EVERY 20' WITH REBAR J-HOOKS TO SECURE TO GROUND.
———	1", 3/4" AND 1/2" SCHEDULE 40 SUPPLY LINE	SIZE PIPE AS NECESSARY TO ACHIEVE PROPER PRESSURE. STAKE PIPE WITH REBAR J-HOOKS EVERY 20' TO SECURE TO GROUND.


**PROJECT SPECIFIC NOTES:**

1. REFER TO CITY OF SAN DIEGO STANDARD DRAWINGS FOR INSTALLATION DETAILS.
2. THE IRRIGATION PLAN IS DIAGRAMATIC AND THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL INFORMATION PRIOR TO INSTALLATION.
3. THE CONTRACTOR SHALL FURNISH ALL IRRIGATION COMPONENTS, MAINLINE AND SUPPLY LINES. THE CONTRACTOR SHALL FACTOR IN THE COST OF WATER INTO THE OPERATION/MAINTENANCE COST.
4. THE IRRIGATION SYSTEM IS INTENTIONALLY NOT AUTOMATED DUE TO THE THE STEEPNESS OF THE SLOPE AND THE HIGH POTENTIAL FOR SEVERE EROSION.
5. THE IRRIGATION SYSTEM SHALL BE SUPERVISED AT EVERY WATERING EVENT TO AVOID ANY BROKEN/VANDALIZED EQUIPMENT THAT MAY CAUSE EROSION TO THE BANK.
6. THIS IS A TEMPORARY ON GRADE IRRIGATION SYSTEM AND IS INTENDED FOR PLANT ESTABLISHMENT DURING THE PEP AND MAINTENANCE PERIOD. DO NOT INSTALL BELOW GRADE.
7. CONTACT THE CITY OF SAN DIEGO FOR CONSTRUCTION METER INSTALLATION.
8. A SOFT CONNECTION VIA 1 1/2" FIRE HOSE SHALL BE MADE FROM THE POINT OF CONNECTION AT THE HYDRANT TO THE IRRIGATION MAINLINE.
9. THE MAINLINE SHALL BE INSTALLED ON THE WESTSIDE OF THE GUARDRAIL AWAY FROM THE CURB.
10. THE FIRE HOSE SHALL CONNECT TO THE MAINLINE VIA A BRASS 1 1/2" MALE PIPE THREAD X FEMALE HOSE THREAD SWIVEL ADAPTER.
11. THE FIRE HOSE CONNECTION SHALL BE INSTALLED AND REMOVED AT EACH WATERING VISIT.
12. SPRAY HEADS TO BE INSTALLED ON 18" RISERS AND SECURED TO 24" #3 REBAR STAKE.
13. IRRIGATION HEADS SHOULD UTILIZE HUNTER MP ROTATOR NOZZLES; BLACK, GREEN, AND RED NOZZLES SHALL BE USED TO ENSURE PROPER COVERAGE.
14. ALL SPRAY SHALL BE DIRECTED INTO THE REVEGETATION AREA, WITH NO OVERSPRAY ONTO ADJACENT PROPERTIES.
15. DOWNSIZE MAINLINE AND SUPPLY LINES AS NEEDED TO ACHIEVE PROPER PRESSURE AT FARTHEST IRRIGATION HEAD.
16. SECURE MAINLINE AND SUPPLY LINE WITH REBAR J-HOOKS AT 20' ON CENTER.
17. CAP MAINLINE AT THE END OF EACH USE TO AVOID WILDLIFE ENTERING AND BEING TRAPPED.

**GENERAL NOTES**

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

1. 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 "A" OF THE CITY'S LANDSCAPE STANDARDS.
2. THE PROJECT BIOLOGIST AND LANDSCAPE CONTRACTOR SHALL DETERMINE IRRIGATION SCHEDULE. IRRIGATION SHALL BE PERFORMED IN A MANNER THAT PREVENTS EROSION, RUNOFF, SEEPAGE, AND OVERSPRAY. TO PREVENT EROSION, WATER DELIVERY RATE SHALL BE MATCHED TO THE SLOPE GRADIENT AND PERCOLATION RATE OF SOIL.
3. IRRIGATION RATES MAY BE ADJUSTED AT THE DIRECTION OF THE PROJECT BIOLOGIST BASED ON SITE CONDITIONS.
4. TEMPORARY IRRIGATION LINES AND APPURTENANCES SHALL BE MAINTAINED BY THE CONTRACTOR FOR A PERIOD SUFFICIENT TO ESTABLISH PLANT MATERIAL AND TO PROVIDE VEGETATIVE COVER THAT PREVENTS SOIL EROSION.

 Brian Parker Associate Biologist 06-29-2021	<b>PLANS FOR THE CONSTRUCTION OF ADAMS AVENUE STORM DRAIN REPLACEMENT IRRIGATION PLAN</b>	
	<b>L-2</b>	WBS: B-13102

# City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

## ADDENDUM A



## FOR

## ADAMS AVE (1620) STORM DRAIN REPLACEMENT

BID NO.: K-22-2012-DBB-3-A  
SAP NO. (WBS/IO/CC): B-13102  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: 3  
PROJECT TYPE: CA

---

### **BID DUE DATE:**

**2:00 PM**  
**JANUARY 4, 2022**

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

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

## A. CHANGES TO CONTRACT DOCUMENTS

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

## B. BIDDER'S QUESTIONS

Q1. The link to Technical studies and subsurface data on page 36 of contract docs doesn't seem to be working.

A1. Update as part of this addendum.

Q2. In order to restore the slope grade, does the city have an estimate on the quantity of import material required?

A2. Bid per plans and contract documents.

Q3. What bid item pays for the import material required to restore the slope grade?

A3. Bid per plans and contract documents.

## C. SUPPLEMENTARY SPECIAL PROVISIONS

1. To SECTION 3 – Control of Work, Sub-section 3-9, Technical Studies and Subsurface Data, page 36, Item 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

6. The reports listed above are included in the link below.

[https://drive.google.com/drive/folders/1NYeNKjRoaN\\_0kgQBHA3vbB9FGtsvgsvs](https://drive.google.com/drive/folders/1NYeNKjRoaN_0kgQBHA3vbB9FGtsvgsvs)

James Nagelvoort, Director  
Engineering & Capital Projects Department

Dated: *December 20, 2021*  
San Diego, California

JN/AJ/BR

**CONTRACTOR'S RESPONSIBILITIES**

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES, (I.E., 69 KV & HIGHER)
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POthOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.

**CONSTRUCTION STORM WATER PROTECTION NOTES**

- TOTAL SITE DISTURBANCE AREA (ACRES): 0.33  
HYDROLOGIC UNIT & WATERSHED: SAN DIEGO HU/ SAN DIEGO RIVER WATERSHED  
HYDROLOGIC SUBAREA NAME & NO.: MISSION SAN DIEGO - 907.11
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE  
 MINOR WPCP  
 THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100  
 WPCP  
 THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100  
 SWPPP  
 THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT (CGP) ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ  
 TRADITIONAL: RISK LEVEL 1  2  3   
 LUP: RISK TYPE 1  2  3
- CONSTRUCTION SITE PRIORITY  
 ASBS  HIGH  MEDIUM  LOW

**PERMANENT STORM WATER BMP CATEGORY:**

- PRIORITY DEVELOPMENT PROJECT
- STANDARD DEVELOPMENT PROJECT
- PDP EXEMPT
- NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS

**MONUMENTATION SURVEY NOTES**

THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH COUNTY SURVEYOR. A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.

**ABBREVIATIONS**

APN	ASSESSOR PARCEL NUMBER	GV	GATE VALVE
CC	COURT CASE	HGL	HYDRAULIC GRADE LINE
CFS	CUBIC FEET PER SECOND	HP	HIGH PRESSURE
CI	CURB INLET	IE	INVERT ELEVATION
CMP	CORRUGATED METAL PIPE	LF	LINEAR FEET
C	CENTER LINE	LS	LAND SURVEY
EX	EXISTING	OVHD	OVER HEAD
FG	FINISH GRADE	PL	PROPERTY LINE
FH	FIRE HYDRANT	PCR	POINT OF CURB RETURN
FL	FLOWLINE	POR	PORTION OF
FPS	FEET PER SECOND	RCP	REINFORCED CONCRETE PIPE
		TC	TOP OF CURB
		WTR	WATER

# ADAMS AVENUE STORM DRAIN REPLACEMENT

**SHEET INDEX**

SHEET NO.	DISCIPLINE	TITLE	LIMITS	PIPE		LENGTH (FT)
				SIZE (IN)	MATERIAL	
1	G-1	COVER SHEET				
2	C-1	ADAMS AVENUE	STA. 1+00 TO STA. 2+11.99	18	RCP	85
3	C-2	GRADING PLAN & CROSS SECTIONS	ADAMS AVENUE			
4-5	L-1 & L-2	LANDSCAPE & IRRIGATION	ADAMS AVENUE			

**DISCIPLINE CODE**

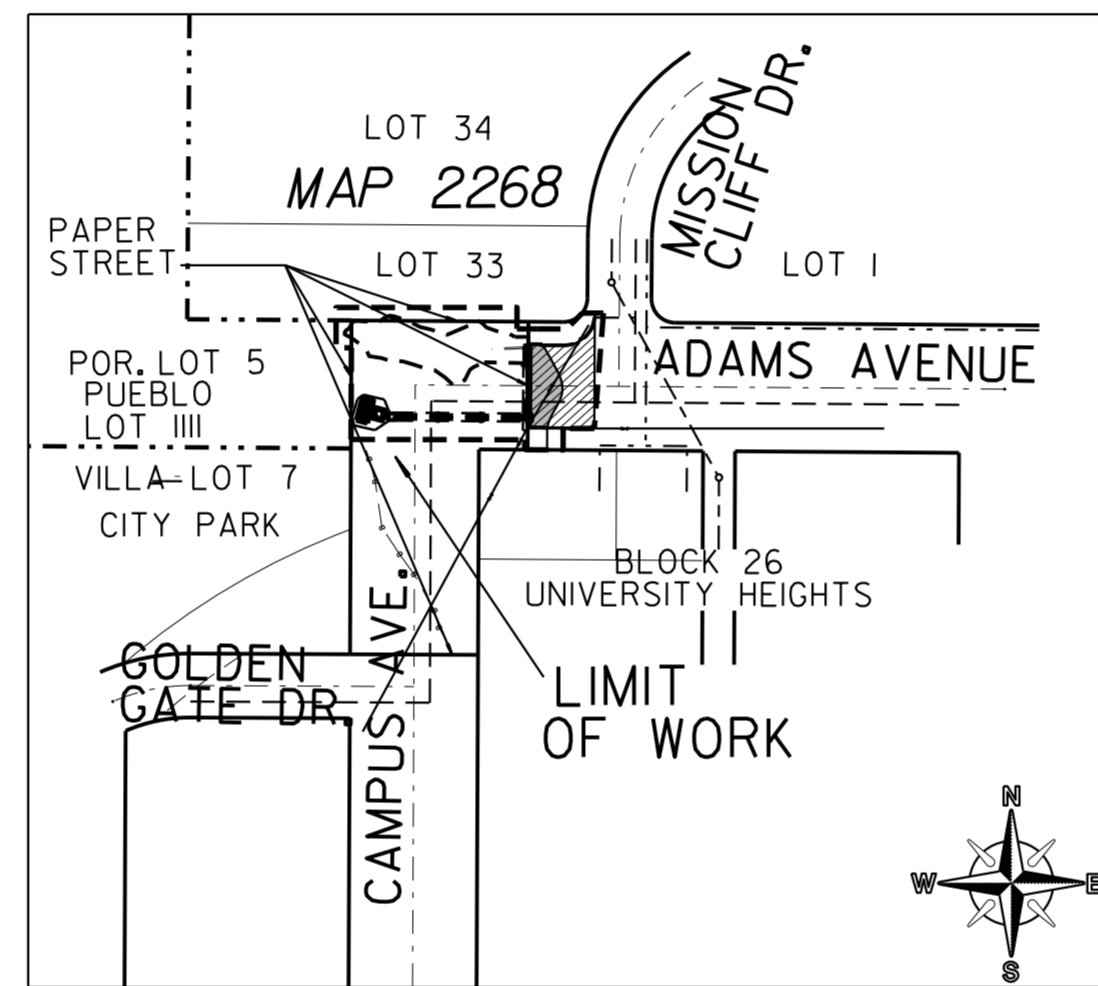
- G GENERAL
- C CIVIL
- L LANDSCAPE

**WORK TO BE DONE**

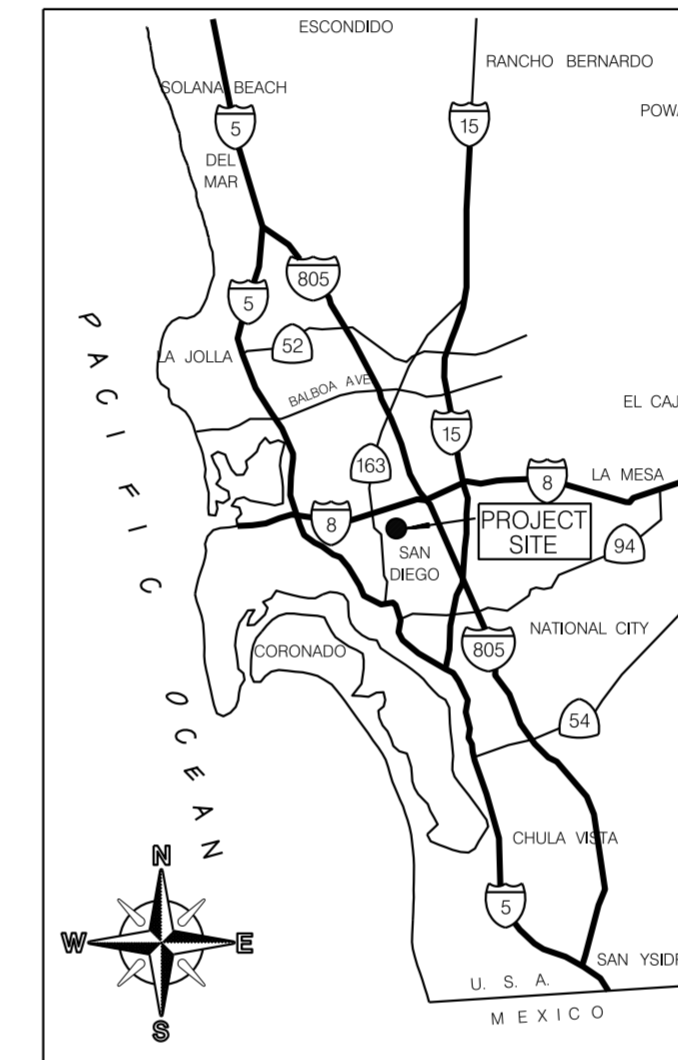
CONSTRUCTION OF ADAMS AVE STORM DRAIN REPLACEMENT INCLUDES THE INSTALLATION OF APPROXIMATELY 85 - LF OF STORM DRAIN REINFORCED CONCRETE PIPE (RCP) WEST OF ADAMS AVENUE AND MISSION CLIFF DR, AND GRADING ERODED SLOPE WITHIN THE CANYON.

**LEGEND**

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
CONTOUR		
STORM DRAIN	D-6I, SDD-110	
TYPE 'B' C.O.	D-9, SDD-114	
CONCRETE ENERGY DISSIPATOR	D-42, D-43A, D-43B, D-43C, SDD-105	
CURB INLET TYPE A	SDD-102, SDD-114, SDD-115, M-1	
GRADING LIMIT		
TEMPORARY CONTOURS		
6" TYPE 'G' CURB & GUTTER	SDG-151	
GUARDRAIL	SDM-130	
CUTOFF WALL	SDS-115	



**LOCATION MAP**  
NOT TO SCALE



**VICINITY MAP**  
NOT TO SCALE

**FIELD DATA**

TOPOGRAPHY SOURCE: BASED ON SURVEY PERFORMED BY CITY OF SAN DIEGO SURVEYING DIVISION ON 09/18/2013, WORK ORDER NO. B-13102.

FIELD NOTES: B-13102F.PDF, D.WATKINS/T.OCAMPO, 216-1722, 9/18/2013

BENCHMARK: SEBP MADISON AVE. AND FLORIDA STREET  
ELEV.: 335.242 NGVD 29

BASIS OF BEARINGS/COORDINATES:  
THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING GPS 17 AND GPS 1056 PER CITY OF SAN DIEGO GPS CONTROL AS SHOWN ON R.O.S. 14492, I.E. S03° 51'14"E, NAD 83.

REFERENCES:  
CITY OF SAN DIEGO PRELIMINARY SURVEY FIELD NOTES AND DRAWINGS; DWG. 3333-L, DWG. 9947-D, DWG. 9550-B, DWG. 9557-B, DWG. 10018-B, TPS 278

MAPS: 2268, LP 8-PC-36- UNIVERSITY HEIGHTS D'HEMERCOURT AMENDED MAP  
RECORD OF SURVEY & COURT CASE SURVEYS; ROS 802, ROS 10401, CC 13838- PUEBLO LOT IIII AMENDED- LS 167  
CORNER RECORDS: CR 3883, CR 26048, CR 31315, CR 31390

G-1

**PLANS FOR THE CONSTRUCTION OF  
ADAMS AVENUE  
STORM DRAIN REPLACEMENT  
COVER SHEET**

SPEC. NO. 2012	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 5 SHEETS	WBS: B-13102			
	APPROVED:  DATE: 04/05/2021	SUBMITTED BY: IKHLASS SHAMOUN PROJECT MANAGER			
	FOR CITY ENGINEER: ELHAM LOTFI PRINT DCE NAME: RCE#	CHECKED BY: SAMER ALSHAM PROJECT ENGINEER			
	DESCRIPTION	BY	APPROVED	DATE	FILMED
	ORIGINAL	IS/SA		04/05/2021	
CONTRACTOR	NTP DATE				
INSPECTOR	NOC DATE				
		38318-01-D			

**AS-BUILT INFORMATION**

MATERIALS	MANUFACTURER
PIPE CL 235 (WATER)	-
PIPE SDR 35 (SEWER)	-
GATE VALVES	-
FIRE HYDRANTS	-
SEWER MANHOLES	-
REHABILITATE SEWER MANHOLES	-
REHABILITATE SEWER MAIN	-

**CONSTRUCTION CHANGE / ADDENDUM**

CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

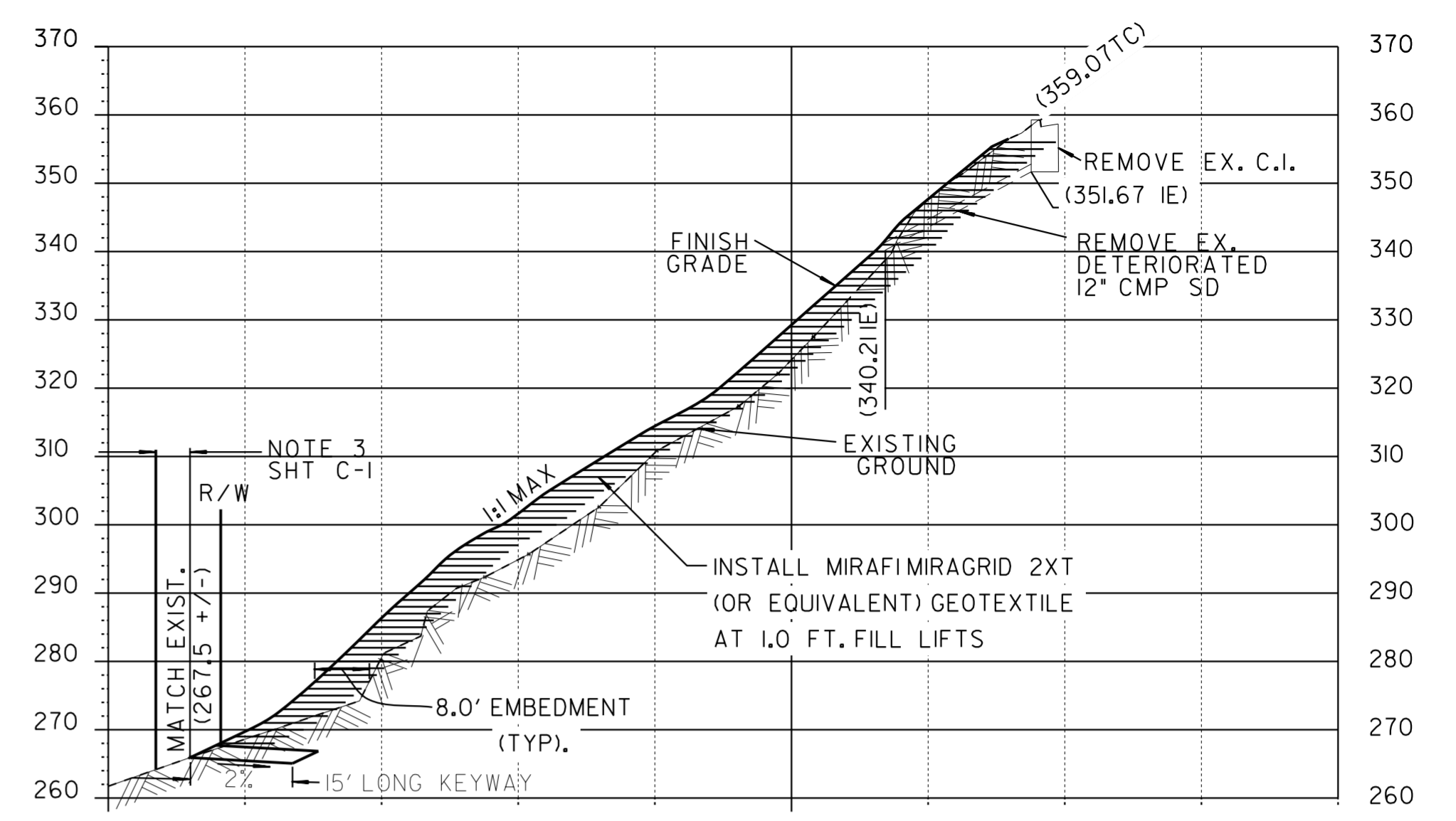
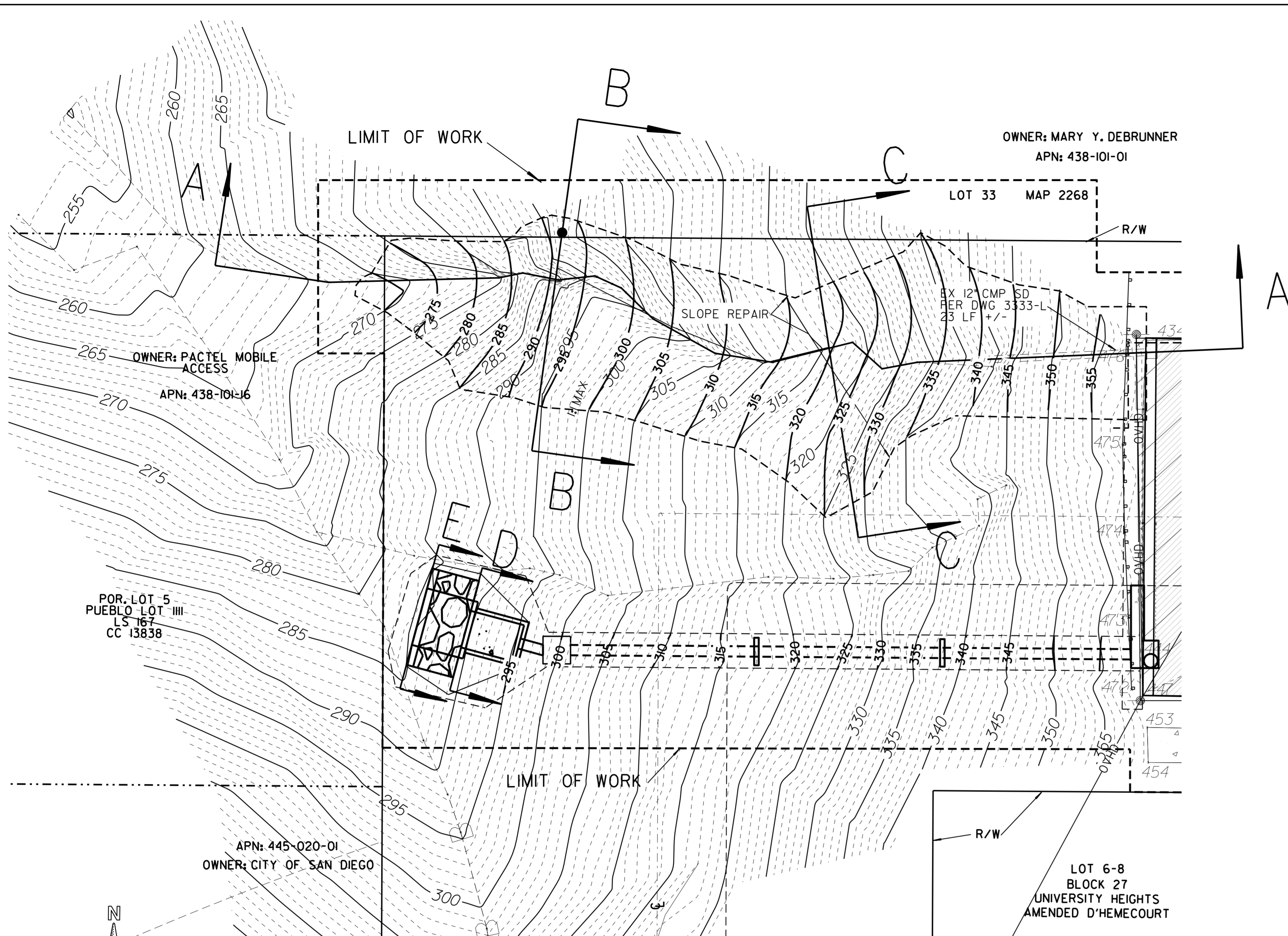
**WARNING**

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

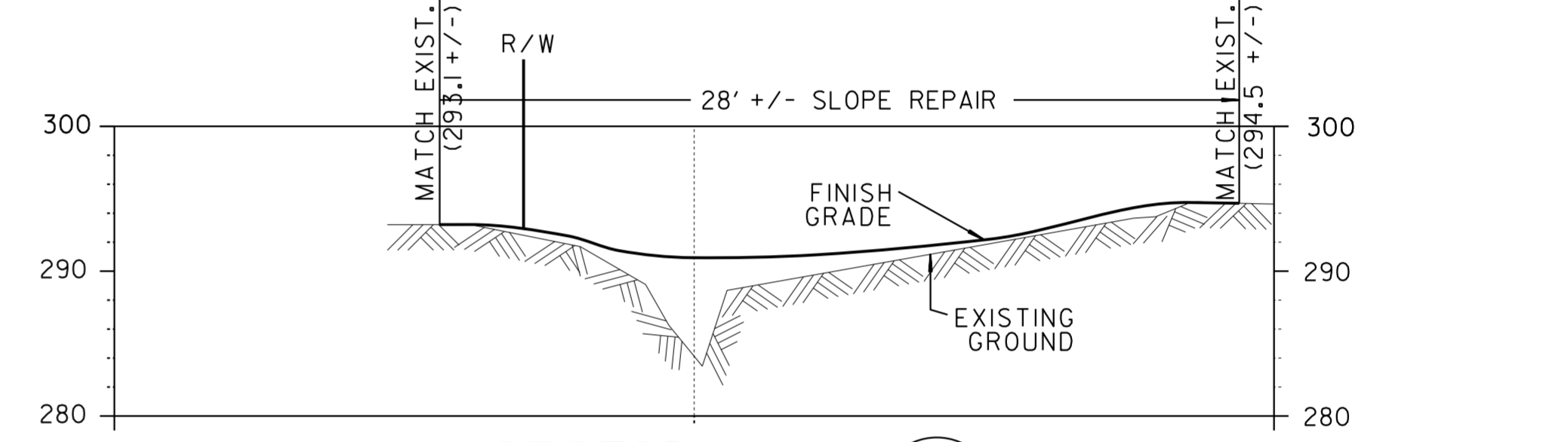


ADAMS AVENUE STORM DRAIN REPLACEMENT

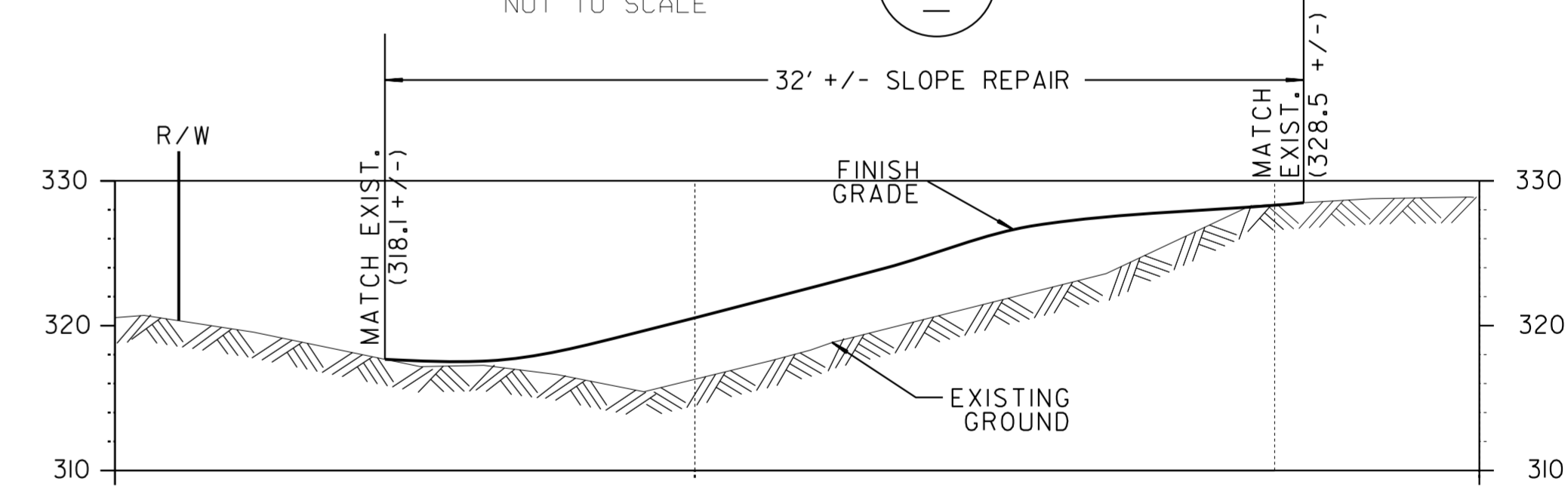




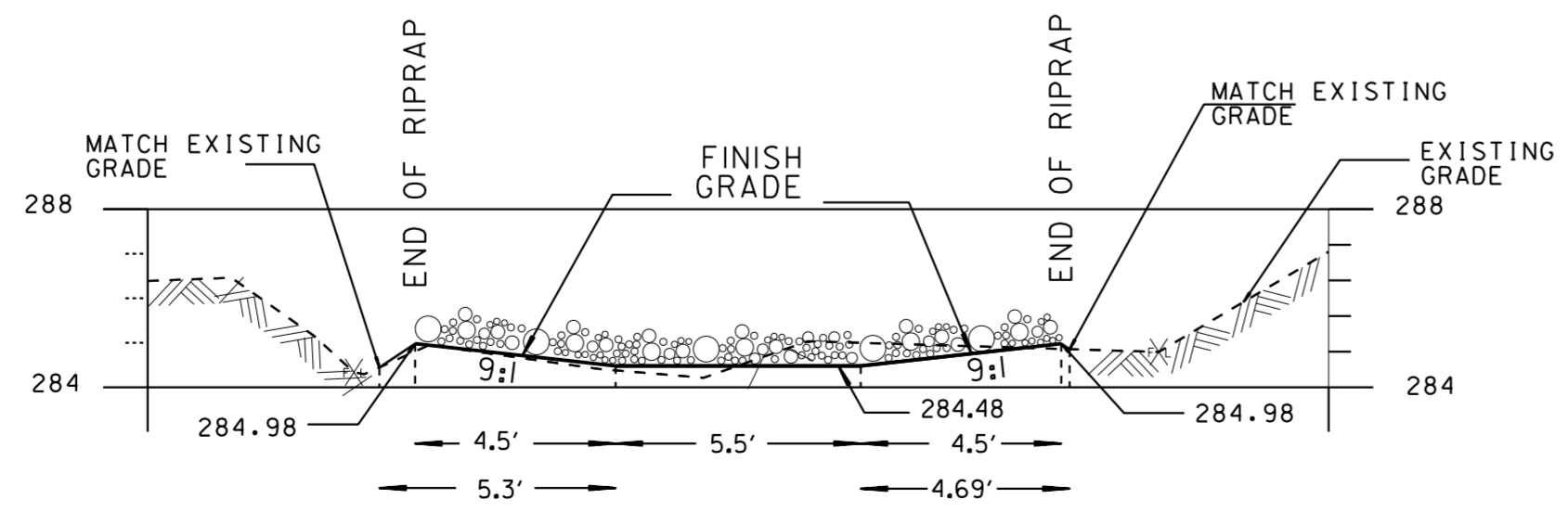
SECTION - EX. FLOWLINE @ SLOPE REPAIR



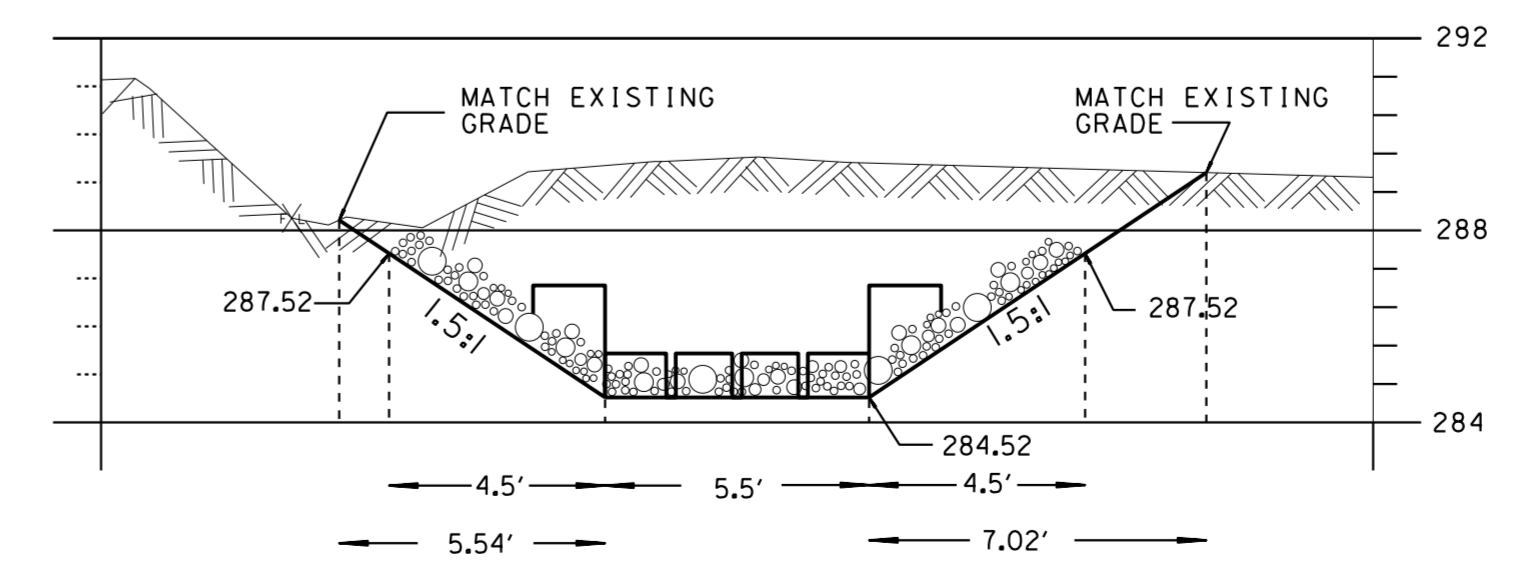
SECTION B



SECTION C



SECTION - END OF RIPRAP @ GRADING LIMITS



SECTION - START OF THE RIPRAP @ GRADING LIMITS

- NOTES:
- SEE GEOTECHNICAL INVESTIGATION FOR ADAMS AVENUE STORM DRAIN REPLACEMENT, PREPARED BY SOUTHERN CALIFORNIA SOIL & TESTING DATED JULY 16, 2015 FOR ADDITIONAL DETAILS.
  - TRADITIONAL SHORING METHODS SHALL BE UTILIZED, SHORING SHALL CONFORM TO OSHA STANDARDS. TRENCH BACKFILL SHALL BE FREE OF ORGANIC DEBRIS AND ROCKS GREATER THAN 4" MAX. BACKFILL SHOULD BE PLACED IN LIFTS 8 INCHES OR LESS IN LOOSE THICKNESS, MOISTURE CONDITIONED TO OPTIMUM MOISTURE CONTENT OR SLIGHTLY ABOVE AND MECHANICALLY COMPACTED TO AT LEAST 90% RELATIVE COMPACTION BASED ON ASTM D 1557.



**ADAMS AVENUE  
STORM DRAIN REPLACEMENT**

GRADING PLAN & CROSS SECTIONS

CITY OF SAN DIEGO, CALIFORNIA  
ENGINEERING AND CAPITAL PROJECTS  
SHEET 3 OF 5 SHEETS

WBS: B-13102

FOR CITY ENGINEER: ELHAM LOTFI  
DATE: 04/05/2021

PROJECT MANAGER: IKHLASS SHAMOUN  
PROJECT ENGINEER: SAMER ALSHAMI

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	IS/SA	[Signature]	04/05/2021	

CONTRACTOR: \_\_\_\_\_ DATE STARTED: \_\_\_\_\_  
INSPECTOR: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

214-1719  
CCS27 COORDINATE  
1858371-6285369  
CCS83 COORDINATE  
38318-03-D

GRADING PLANS AND CROSS SECTIONS



Image Source: Nearsmap (flown September 2020)



COASTAL SAGE SCRUB CONTAINERPLANT MATERIALS FOR REVEGETATION SLOPE AREA (0.21 ACRE*)			
SCIENTIFIC NAME	COMMON NAME	UNIT SIZE	QUANTITY**
<i>ACMISPON GLABER</i>	DEERWEED	1-GALLON	30
<i>ADENOSTOMA FASCICULATUM</i>	CHAMISE	1-GALLON	10
<i>ARTEMISIA CALIFORNICA</i>	CALIFORNIA SAGEBRUSH	1-GALLON	30
<i>ATRIPLEX CANESCENS</i>	FOUR-WING SALTBUCH	1-GALLON	12
<i>ENCELIA CALIFORNICA</i>	CALIFORNIA ENCELIA	1-GALLON	30
<i>ERIOGONUM FASCICULATUM</i>	CALIFORNIA BUCKWHEAT	1-GALLON	30
<i>HAZARDIA SQUARROSA</i>	SAW-TOOTHED GOLDENBUSH	1-GALLON	20
<i>HETEROMELES ARBUTIFOLIA</i>	TOYON	1-GALLON	10
<i>ISOCOMA MENZIESII</i>	COASTAL GOLDENBUSH	1-GALLON	24
<i>MALOSMA LAURINA</i>	LAUREL SUMAC	1-GALLON	10
<i>PSEUDOGNAPHALUM BIOLETTII</i>	BICOLOR CUDWEED	1-GALLON	24
<i>QUERCUS BERBERIDIFOLIA</i>	SCRUB OAK	1-GALLON	10
<i>RHAMNUS ILICIFOLIA</i>	HOLLYLEAF REDBERRY	1-GALLON	10
<i>RHUS INTEGRIFOLIA</i>	LEMONADE BERRY	1-GALLON	10
<i>STIPA LEPIDA</i>	FOOTHILL NEEDLE GRASS	ROSE POT	20
<i>SALVIA MELLIFERA</i>	BLACK SAGE	1-GALLON	25
<i>XYLOCOCCUS BICOLOR</i>	MISSION MANZANITA	1-GALLON	10
TOTAL			315

\*ACTUAL REVEGETATION ACREAGE MAY VARY BASED ON FINAL PROJECT IMPACTS TO BE DETERMINED DURING CONSTRUCTION  
 \*\*BASED ON 1,500 CONTAINER PLANTS PER ACRE

COASTAL SAGE SCRUB SEED MIX FOR REVEGETATION SLOPE AREA (0.21 ACRE)		
SCIENTIFIC NAME	COMMON NAME	QUANTITY* (POUNDS)
<i>ACMISPON GLABER</i>	DEERWEED	1.2
<i>ARTEMISIA CALIFORNICA</i>	CALIFORNIA SAGEBRUSH	1.2
<i>DEINANDRA FASCICULATA</i>	FASCICLED TARWEED	1
<i>ESCHSCHOLZIA CALIFORNICA</i>	CALIFORNIA POPPY	1.3
<i>ENCELIA CALIFORNICA</i>	CALIFORNIA ENCELIA	1.3
<i>ERIOGONUM FASCICULATUM</i>	CALIFORNIA BUCKWHEAT	1.3
<i>ISOCOMA MENZIESII</i>	COASTAL GOLDENBUSH	0.8
<i>LUPINUS TRUNCATUS</i>	BLUNT LEAVED LUPINE	1.2
<i>PLANTAGO ERECTA</i>	DOT-SEED PLANTAIN	1.3
<i>STIPA LEPIDA</i>	FOOTHILL NEEDLE GRASS	1.0
<i>TRIFOLIUM WILLDENOVII</i>	TOMCAT CLOVER	1.0
TOTAL		12.6

\*BASED ON 60 POUNDS OF SEED PER ACRE

TABLE 1: SUCCESS CRITERIA		
MILESTONE	SUCCESS CRITERIA	REMEDIAL MEASURES
INSTALLATION	ALL REVEGETATION AREAS SEEDED OR PLANTED. EROSION CONTROL BMPs IN PLACE AND FUNCTIONAL.	RESEED BARE AREAS, REPAIR EROSION, INSTALL BMPs AS REQUIRED.
120 DAYS (END OF PEP)	80% SURVIVAL OF CONTAINER PLANTS. LESS THAN 10% WEED COVER, AND NO INVASIVE EXOTIC WEED GROWTH. NO EROSION, AND EROSION CONTROL BMPs IN PLACE AND FUNCTIONAL.	REPLACE DEAD CONTAINER PLANTS TO MEET 80% SURVIVAL, RESEED BARE AREAS, INTENSIFY WEED CONTROL, REPAIR EROSION AND/OR BMPs.
YEAR 1 (12 MONTHS)	AT LEAST 30% NATIVE COVER. LESS THAN 10% WEED COVER**, AND NO INVASIVE EXOTIC WEED SPECIES. NO EROSION, AND EROSION CONTROL BMPs IN PLACE AND FUNCTIONAL.	RESEED BARE AREAS, REPLACE DEAD CONTAINER PLANTS, INTENSIFY WEED CONTROL, REPAIR EROSION AND/OR BMPs.
YEAR 2 (25 MONTHS)	AT LEAST 60% NATIVE COVER. LESS THAN 5% WEED COVER**, AND NO INVASIVE EXOTIC WEED SPECIES. NO EROSION, AND EROSION CONTROL BMPs IN PLACE AND FUNCTIONAL.	SAME AS ABOVE.

\*PERCENT COVER INCLUDES COVERAGE BY SEEDED, PLANTED, OR RECRUITING NATIVE SPECIES. COVER OF LARGE WOODY SHRUBS SHALL NOT COMPRISE MORE THAN 50% TOTAL COVER AT ANY TIME.  
 \*\*CRITERION MAY BE ADJUSTED AT PROJECT BIOLOGIST RECOMMENDATION BASED ON EROSION CONTROL NEEDS OF THE SITE.

TABLE 2: SUMMARY AND SCHEDULE FOR PROJECT MAINTENANCE, MONITORING, AND REPORTING*			
PERIOD	MAINTENANCE	MONITORING	REPORTING
INSTALLATION	SHALL BE INITIATED WITHIN 30 DAYS OF CONSTRUCTION PROJECT COMPLETION.	AS NEEDED DURING PLANT INSTALLATION AND SEEDING.	FOLLOWING INSTALLATION, A SITE OBSERVATION REPORT (SOR) WILL BE SUBMITTED TO RECOMMEND APPROVAL OF THE INSTALLATION.
120-DAY PEP	WEEDING SHALL OCCUR ONCE DURING THE PEP OR AS DIRECTED BY THE PROJECT BIOLOGIST. IRRIGATION SHALL OCCUR IN ACCORDANCE WITH A PROPOSED IRRIGATION SCHEDULE.	BI-WEEKLY (EVERY 2 WEEKS) FOR FIRST 2 MONTHS, ONCE MONTHLY FOR MONTHS 3 AND 4.	AT THE END OF THE PEP, AN SOR WILL BE SUBMITTED TO RECOMMEND APPROVAL OF THE PEP.
YEAR 1 (12 MONTHS)	WEEDING SHALL OCCUR EVERY 6 MONTHS OR AS DIRECTED BY THE PROJECT BIOLOGIST. IRRIGATION SHALL OCCUR IN ACCORDANCE WITH A PROPOSED IRRIGATION SCHEDULE.	ONCE EVERY 3 MONTHS.	AN SOR WILL BE SUBMITTED AT THE END OF YEAR 1.
YEAR 2 (25 MONTHS)	WEEDING SHALL OCCUR EVERY 6 MONTHS OR AS DIRECTED BY THE PROJECT BIOLOGIST. IRRIGATION SHALL OCCUR IN ACCORDANCE WITH A PROPOSED IRRIGATION SCHEDULE.	ONCE EVERY 3 MONTHS.	AN SOR WILL BE SUBMITTED AT THE END OF YEAR 2.

\*IF 25-MONTH SUCCESS CRITERIA ARE NOT MET, THE MAINTENANCE AND MONITORING PERIOD WILL BE EXTENDED AS REQUIRED, QUARTERLY MAINTENANCE AND MONITORING WITH YEARLY REPORTING SHALL CONTINUE AS NEEDED.

**GENERAL REVEGETATION NOTES:**

- ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE 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.
- THE MAJORITY OF THE PROJECT AREA IS WITHIN A 100-FOOT BRUSH MANAGEMENT ZONE (BMZ); THEREFORE THE CONTRACTOR MUST COMPLY WITH THE CITY'S BRUSH MANAGEMENT GUIDELINES FOR THE DURATION OF THE PROJECT.
- THE UPPER EIGHT INCHES (8") OF TOPSOIL FROM THE SITE, OR AS DIRECTED BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST, SHALL BE SALVAGED AND STOCKPILED. THE PROJECT BIOLOGIST SHALL ENSURE THAT SOIL WILL BE STOCKPILED ON-SITE, NO MORE THAN THREE FEET (3') HIGH WHEN POSSIBLE. BEST MANAGEMENT PRACTICES (BMPs), SILT FENCING, AND/OR AN APPROPRIATE COVER SHALL BE INSTALLED AROUND THE STOCKPILE TO PREVENT EROSION AND AS A BARRIER TO PRECLUDE ANY CONTAMINATION OR UNAUTHORIZED ACCESS, OR AS RECOMMENDED BY THE PROJECT BIOLOGIST.
- SEEDED, PLANTED, AND VOLUNTEER NATIVE PLANTS SHALL ACHIEVE SOIL COVERAGE EQUAL TO THE NATIVE SPECIES PRESENT IN THE ADJACENT AREA OR 60 PERCENT, WHICHEVER IS GREATER (OR AS APPROVED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE BASED ON SITE CONDITIONS IF LESSER PERCENT COVERAGE), WITHIN 25 MONTHS OF BEING INSTALLED AFTER THE 120-DAY PLANT ESTABLISHMENT PERIOD (PEP), BECAUSE THE MAJORITY OF THE SITE OCCURS WITHIN A 100-FOOT BMZ, THE COVER OF LARGE WOODY SHRUBS SHALL ACHIEVE A MAXIMUM OF 50 PERCENT.
- REVEGETATION OF MANUFACTURED SLOPES AND OTHER DISTURBED AREAS ADJACENT TO AREAS OF NATIVE VEGETATION SHALL BE ACCOMPLISHED IN A MANNER SO AS TO PROVIDE VISUAL AND HORTICULTURAL COMPATIBILITY WITH THE INDIGENOUS NATIVE PLANT MATERIALS.
- INVASIVE PLANT SPECIES INCLUDING BUT NOT LIMITED TO THOSE LISTED IN THE CITY'S LANDSCAPE STANDARDS SHALL BE REMOVED IN ALL REVEGETATION AREAS BY THE CONTRACTOR, AND ONLY NATIVE PLANT SPECIES SHALL BE PLANTED IN REVEGETATION AREAS. IF PERSISTENT ENCROACHMENT OF TREE TOBACCO (*NICOTIANA GLAUCOA*) IS OBSERVED DURING THE 25-MONTH MAINTENANCE AND MONITORING PERIOD, WEED CONTROL MEASURES MAY BE EXTENDED INTO AN APPROXIMATELY 10-FOOT BUFFER OFF-SITE, OR AT A DISTANCE APPROVED BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST.
- ALL REQUIRED REVEGETATION AND EROSION CONTROL SHALL BE COMPLETED WITHIN 30 CALENDAR DAYS OF THE COMPLETION OF GRADING OR DISTURBANCE, OR AS NECESSARY TO PREVENT EROSION DURING ANY FORECASTED RAIN EVENT, OR AS RECOMMENDED BY THE CITY REPRESENTATIVE AND THE PROJECT BIOLOGIST.
- BMPs SHALL BE INSTALLED AS DIRECTED BY THE PROJECT BIOLOGIST AND RE, AND/OR AN EROSION CONTROL SPECIALIST. ALL SLOPES 3:1 OR GREATER SHALL REQUIRE BIODEGRADABLE EROSION CONTROL NETTING, FIBER ROLLS, OR OTHER SLOPE PROTECTION METHODS AS RECOMMENDED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE OR AN EROSION CONTROL SPECIALIST. EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL FINAL ACCEPTANCE OF REVEGETATION BY THE CITY REPRESENTATIVE AND THE PROJECT BIOLOGIST. ALL EROSION CONTROL MATERIALS ARE TO BE PROVIDED BY THE CONTRACTOR.
- ALL MULCH GROUND COVER USED SHALL BE CLEAN, FREE FROM WEEDS, NON-NATIVE SEEDS, AND DEBRIS AS CERTIFIED BY THE SUPPLIER. ALL HAY/STRAW PRODUCTS SHALL BE UNDECAYING, CLEAN AND FREE OF WEEDS, SEEDS, AND DEBRIS.
- THE CONTRACTOR SHALL CORRECT ALL SOIL EROSION, AND SHALL REPAIR AND/OR REPLACE ALL ABOVEGROUND EROSION CONTROL BMPs DAMAGED DURING THE 120-DAY PEP. EROSION CONTROL SHALL OCCUR AS NEEDED, AT THE RECOMMENDATION OF THE PROJECT BIOLOGIST AND RE, AND WITHOUT SUBSTANTIAL DAMAGE TO THE SITE THROUGHOUT THE 25-MONTH MAINTENANCE AND MONITORING PERIOD. ANY ABOVEGROUND EROSION CONTROL MEASURES, SUCH AS BUT NOT LIMITED TO SILT FENCING, GRAVEL BAGS, AND/OR FIBER ROLLS SHALL BE REMOVED BY THE CONTRACTOR FOLLOWING ACCEPTANCE OF THE 25-MONTH MAINTENANCE AND MONITORING PERIOD BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST.
- THE CONTRACTOR SHALL REMOVE ALL TRASH AND/OR DEBRIS PRIOR TO REVEGETATION INSTALLATION, AND UNTIL THE END OF THE 25-MONTH MAINTENANCE AND MONITORING PERIOD. THE CONTRACTOR SHALL REMOVE AND Haul OFF SITE ALL TEMPORARY IRRIGATION LINES AND APPURTENANCES FOLLOWING ACCEPTANCE OF REVEGETATION BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST.

**TEMPORARY IRRIGATION:**

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

- NO PERMANENT OR AUTOMATIC IRRIGATION SYSTEM WILL BE INSTALLED. THE PROJECT BIOLOGIST SHALL RECOMMEND ALTERATIONS IN TEMPORARY IRRIGATION FREQUENCY AS NEEDED. THE CONTRACTOR SHALL PROPOSE METHODS OF IRRIGATION AND SHALL PROVIDE IRRIGATION LINES AND COMPONENTS. MANUAL IRRIGATION VIA A SOFT HOSE OR MANUALLY CONTROLLED ABOVE GRADE TEMPORARY IRRIGATION LINES WITH LOW VOLUME HUNTER MP 1000 ROTOR HEADS IS ACCEPTABLE.
- HYDROSEED AND/OR CONTAINER PLANTS SHALL BE IRRIGATED PER THE IRRIGATION PLAN. THE CONTRACTOR SHALL PROVIDE ALL IRRIGATION LINES AND APPURTENANCES IN ACCORDANCE WITH THE PLAN AND MAKE ANY ADJUSTMENTS NECESSARY TO MEET THE SUCCESS CRITERIA (TABLE 1) PER PROJECT BIOLOGIST RECOMMENDATIONS.
- TEMPORARY IRRIGATION VIA IRRIGATION LINES AND APPURTENANCES (OR ALTERNATE METHOD APPROVED BY THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST) SHALL BE PROVIDED BY THE CONTRACTOR FOR THE PERIOD SUFFICIENT TO ESTABLISH PLANT MATERIALS AND TO PROVIDE VEGETATIVE COVER THAT PREVENTS SOIL EROSION. THE IRRIGATION QUANTITY AND SCHEDULE SHALL BE DETERMINED BASED ON SITE CONDITIONS BY THE PROJECT BIOLOGIST AND CONTRACTOR.
- IRRIGATION SHALL BE APPLIED IN A MANNER AND AT A RATE THAT AVOIDS EROSION, RUNOFF, SEEPAGE, AND OVERSPRAY ONTO ADJACENT PROPERTIES, NON-IRRIGATED AREAS, WALLS, ROADWAYS, OR STRUCTURES.
- 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 "A" OF THE CITY'S LANDSCAPE STANDARDS.
- OVERWATERING AS EVIDENCED BY SOGGY SOILS, STANDING WATER, RILLS, RUNOFF, AND OTHER SIMILAR CONDITIONS SHALL BE MANAGED AND PREVENTED.
- IF ALTERNATIVE IRRIGATION METHODS ARE IMPLEMENTED, ALL VEHICLES SHALL BE LIMITED TO EXISTING ROADS AND IRRIGATION SHALL NOT EXTEND BEYOND THE REVEGETATION BOUNDARY.

**SEED MIX:**

- THE SEED MIX (SEE SEED MIX TABLE OF THIS REVEGETATION PLAN) SHALL BE APPLIED AT A MINIMUM RATE OF 60 POUNDS PER ACRE, VIA HYDROSEED METHODS, AND MUST BE APPLIED AS EVENLY AS POSSIBLE. IF SUFFICIENT GERMINATION IS NOT ACHIEVED WITHIN THE 120-DAY PEP, ADDITIONAL SEED MAY BE APPLIED BY HAND OR VIA HYDROSEED METHODS AS DIRECTED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE. THE ADDITIONAL SEED MIX SHALL BE APPROVED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE PRIOR TO APPLICATION. BECAUSE THE MAJORITY OF THE SITE OCCURS WITHIN A BMZ, NO SEED OF CACTUS, YUCCA, POISON OAK, OR RARE PLANT SPECIES SHALL BE USED.
- ALL SEED SHALL ORIGINATE FROM WITHIN THE PROJECT VICINITY (E.G., 25-MILE RADIUS) OF THE PROJECT SITE. IF SUCH LOCAL SEED IS NOT AVAILABLE, THE CONTRACTOR IS TO PROVIDE EVIDENCE TO THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST WHO WILL SUGGEST ALTERNATIVE COMPLIANCE. THE CONTRACTOR SHALL RETAIN AND SUBMIT ALL SEED TAGS FOR SEED PRODUCTS TO BE USED TO THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST PRIOR TO APPLICATION.

**SEEDING PROCEDURES:**

- SEEDING SHALL OCCUR ONLY AFTER THE PROJECT BIOLOGIST HAS OBSERVED AND APPROVED PROPER SITE PREPARATION.
- TYPE 9 MULCH (WOOD FIBER) OR BONDED FIBER MATRIX SHALL BE APPLIED AT THE MINIMUM RATE OF 1,500 POUNDS PER ACRE, EXCEPT WHEN USED IN CONJUNCTION WITH STRAW MULCH, WHEN IT SHALL BE APPLIED AT A MINIMUM RATE OF 400 POUNDS PER ACRE.
- BONDED FIBER MATRIX OR WOOD FIBER SHALL BE UNIFORMLY SPREAD AND 'TACKED' WITH A TYPE 10 MULCH (STABILIZER) OR BONDED FIBER MATRIX AT A MINIMUM RATE OF 150 POUNDS PER ACRE. THE BINDER SHALL BE AN ORGANIC DERIVATIVE OR PROCESSED ORGANIC ADHESIVE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
- A WETTING AGENT CONSISTING OF 95 PERCENT ALKYL POLYETHYLENE GLYCOL ETHER MAY BE APPLIED IF RECOMMENDED BY THE CITY REPRESENTATIVE AND PROJECT 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.

**CONTAINER PLANT PROCEDURES:**

- THE CONTRACTOR SHALL SUPPLY AND PLANT A MINIMUM OF 1,500 CONTAINER PLANTS PER ACRE OF NATIVE PLANTS (SEE CONTAINER PLANT MATERIALS TABLE OF THIS REVEGETATION PLAN) AT THE RECOMMENDATION AND UNDER THE DIRECTION OF THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST. THE CONTRACTOR SHALL SUPPLY ADDITIONAL CONTAINER PLANTS IF NECESSARY TO MEET THE SUCCESS CRITERIA (SEE TABLE 1) OF THE 120-DAY PEP, 12-MONTH MAINTENANCE AND MONITORING PERIOD, AND 25-MONTH MAINTENANCE AND MONITORING PERIOD PER THE RECOMMENDATION OF THE PROJECT BIOLOGIST. BECAUSE THE MAJORITY OF THE SITE OCCURS WITHIN A BMZ, NO CACTUS, YUCCA, POISON OAK, OR RARE PLANT SPECIES SHALL BE INSTALLED.
- CONTAINER PLANTS SHALL BE PROCURED FROM A NURSERY QUALIFIED TO PROPAGATE AND CARE FOR PLANT SPECIES SOURCE FOR ANY NATIVE PLANT MATERIALS SHALL ORIGINATE WITHIN 25 MILES OF THE PROJECT VICINITY WITHIN SAN DIEGO COUNTY. IF SUCH LOCAL PLANTS ARE NOT AVAILABLE, THE CONTRACTOR IS TO PROVIDE EVIDENCE TO THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST WHO WILL SUGGEST ALTERNATIVE COMPLIANCE.

- CONTAINER PLANT MATERIAL MUST BE CLEARLY LABELED AND DELIVERED TO THE PROJECT SITE AT THE APPROPRIATE TIME, IN A HEALTHY AND VIGOROUS CONDITION. THE PROJECT BIOLOGIST WILL REJECT PLANT MATERIAL DELIVERED PRIOR TO ITS PLANTING DATE, OR ANY SPECIMENS SHOWING EVIDENCE OF DISEASE, MISHANDLING, DEFECTS OR DAMAGE, OVER OR UNDER-WATERING, OR OTHER DEFICIENCY AT THE TIME OF DELIVERY.
- CONTAINER PLANTS WILL BE ARRANGED BY THE CONTRACTOR IN A NATURALLY RANDOM MANNER. SHRUBS SHALL BE PLANTED AT A MINIMUM DENSITY OF ONE PLANT PER 25 SQUARE FEET OF DISTURBED AREA ON ALL SLOPES 3:1 OR GREATER, IN ACCORDANCE WITH THE LATEST LANDSCAPE STANDARDS. THE PLACEMENT SHALL BE REVIEWED AND APPROVED BY THE PROJECT BIOLOGIST.

**MAINTENANCE REQUIREMENTS:**

- ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE LANDSCAPE CONTRACTOR. LANDSCAPE AND IRRIGATION AREAS IN THE PUBLIC RIGHT-OF-WAY SHALL BE MAINTAINED BY THE LANDSCAPE CONTRACTOR. THE LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER, AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.
- REVEGETATION AREA SHALL BE MAINTAINED FOR A PERIOD OF NOT LESS THAN 25 MONTHS (TABLE 2) OR AS DETERMINED BY THE CITY REPRESENTATIVE 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 FOLLOWS SEED APPLICATION AND PLANT INSTALLATION. THE START OF PEP AND 25-MONTH MAINTENANCE, AS WELL AS FINAL PROJECT ACCEPTANCE, WILL BE DETERMINED BY CITY REPRESENTATIVE IN CONSULTATION WITH PROJECT BIOLOGIST.
- PRIOR TO FINAL APPROVAL, CORRECTIVE ACTION INCLUDING BUT NOT LIMITED TO WEED ERADICATION AND REMOVAL, REPLANTING, THE MODIFICATION OF IRRIGATION SYSTEMS, AND THE REPAIR OF ANY SOIL EROSION OR SLOPE SLIPPAGE, MAY BE REQUIRED BY THE PROJECT BIOLOGIST AND/OR CITY REPRESENTATIVE.
- WEEDING, HERBICIDE, AND/OR PESTICIDE APPLICATION SHALL BE PERFORMED AS NEEDED BY THE CONTRACTOR. WEEDING SHALL BE CONDUCTED AT A MINIMUM OF ONCE DURING THE 120-DAY PEP, AND A MINIMUM OF ONCE EVERY SIX MONTHS THROUGHOUT THE 25 MONTHS OF MAINTENANCE, OR AS DIRECTED BY THE PROJECT BIOLOGIST. DUE TO THE STEEPNESS OF THE SITE, CAUTION SHALL BE TAKEN TO MINIMIZE DISTURBANCE DURING WEED TREATMENT. TO REDUCE DISTURBANCE TO THE HYDROMULCH LAYER AND BMPs, WEED CONTROL ACTIVITIES SHOULD BE LIMITED TO ONLY WHAT IS NECESSARY TO MEET SUCCESS CRITERIA. ADAPTIVE WEED CONTROL MEASURES MAY BE IMPLEMENTED UPON REQUEST BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE. WEEDS SHALL BE PROPERLY DISPOSED OFFSITE.
- THE 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 OF CALIFORNIA GUIDELINES. THE CONTRACTOR MUST POSSESS A PEST CONTROL BUSINESS LICENSE AND HAVE A QUALIFIED APPLICATOR LICENSE TO SUPERVISE HERBICIDE APPLICATIONS.
- THE CONTRACTOR SHALL CONTROL WEEDS IDENTIFIED BY THE PROJECT BIOLOGIST BEFORE THEY EXCEED TWELVE INCHES (12") IN HEIGHT AND BEFORE THEY SET SEED.
- IF ANY REQUIRED LANDSCAPE INDICATED ON THE APPROVED CONSTRUCTION DOCUMENT PLANS IS DAMAGED OR REMOVED, IT SHALL BE REPAIRED AND/OR REPLACED IN KIND AND EQUIVALENT SIZE PER THE APPROVED DOCUMENTS TO THE SATISFACTION OF THE DEVELOPMENT SERVICED DEPARTMENT WITHIN 30 DAYS OF DAMAGE.

**MULTI-HABITAT PLANNING AREA:**

- MSCP LAND USE ADJACENCY GUIDELINES MINIMIZE DIRECT AND INDIRECT IMPACTS AND MAINTAIN THE FUNCTION OF THE MHPA. THE PROJECT IS LOCATED APPROXIMATELY 100 FEET FROM THE MHPA. THEREFORE, THE FOLLOWING LAND USE ADJACENCY GUIDELINES APPLY.
- DRAINAGE - ALL NEW AND PROPOSED PARKING LOTS AND DEVELOPED AREAS IN AND ADJACENT TO THE PRESERVE MUST NOT DRAIN DIRECTLY INTO THE MHPA. ALL DEVELOPED AND PAVED AREAS MUST PREVENT THE RELEASE OF TOXINS, CHEMICALS, PETROLEUM PRODUCTS, EXOTIC PLANT MATERIALS, AND OTHER ELEMENTS THAT MIGHT DEGRADE OR HARM THE NATURAL ENVIRONMENT OR ECOSYSTEM PROCESSES WITHIN THE MHPA.
  - TOXICS - LAND USES, SUCH AS RECREATION, URBAN LANDSCAPING, AND AGRICULTURE, THAT USE CHEMICALS OR GENERATE BY-PRODUCTS, SUCH AS PESTICIDES, HERBICIDES, ANIMAL WASTE, OILS, FUELS, AND OTHER SUBSTANCES, THAT ARE POTENTIALLY TOXIC OR IMPACTIVE TO WILDLIFE, SENSITIVE SPECIES, HABITAT, OR WATER QUALITY NEED TO INCORPORATE MEASURES TO REDUCE IMPACTS CAUSED BY APPLICATION OR DRAINAGE OF SUCH MATERIALS INTO THE MHPA.
  - LIGHTING - LIGHTING OF ALL DEVELOPED AREAS WITHIN AND ADJACENT TO THE MHPA SHALL BE DIRECTED AWAY FROM THE MHPA, WHERE NECESSARY, DEVELOPMENT SHOULD PROVIDE ADEQUATE SHIELDING WITH NON-INVASIVE PLANT MATERIALS (PREFERABLY NATIVE), BERMING, AND/OR OTHER METHODS TO PROTECT THE MHPA AND SENSITIVE SPECIES FROM NIGHT LIGHTING.
  - CONSTRUCTION NOISE - USES IN OR ADJACENT TO THE MHPA SHOULD BE DESIGNED TO MINIMIZE NOISE IMPACTS. BERMS OR WALLS SHOULD BE CONSTRUCTED ADJACENT TO COMMERCIAL AREAS, RECREATIONAL AREAS, AND OTHER USES THAT MAY INTRODUCE NOISES THAT COULD IMPACT OR INTERFERE WITH WILDLIFE UTILIZATION OF THE MHPA. EXCESSIVELY NOISY USES OR ACTIVITIES ADJACENT TO BREEDING AREAS MUST INCORPORATE NOISE REDUCTION MEASURES AND BE CURTAILED DURING THE BREEDING SEASON OF SENSITIVE SPECIES. ADEQUATE NOISE REDUCTION MEASURES SHOULD ALSO BE INCORPORATED FOR THE REMAINDER OF THE YEAR.
  - BARRIERS/UNAUTHORIZED ACCESS - NEW DEVELOPMENT WITHIN OR ADJACENT TO THE MHPA MAY BE REQUIRED TO PROVIDE BARRIERS (E.G., NON-INVASIVE VEGETATION, ROCKS/BOULDERS, FENCES, WALLS, AND/OR SIGNAGE) ALONG THE MHPA BOUNDARIES TO DIRECT PUBLIC ACCESS TO APPROPRIATE LOCATIONS AND REDUCE DOMESTIC ANIMAL PREDATION. ACCESS TO THE MHPA, IF ANY, SHOULD BE DIRECTED TO MINIMIZE IMPACTS AND REDUCE IMPACTS ASSOCIATED WITH DOMESTIC PET PREDATION.
  - INVASIVE SPECIES - NO INVASIVE NON-NATIVE PLANT SPECIES SHALL BE INTRODUCED INTO AREAS ADJACENT TO THE MHPA.
  - BRUSH MANAGEMENT - NEW DEVELOPMENT LOCATED ADJACENT TO THE MHPA MUST BE SET BACK TO INCORPORATE ZONE 1 BRUSH MANAGEMENT AREAS ON THE DEVELOPMENT PAD AND OUTSIDE OF THE MHPA. ZONE 2 MAY BE LOCATED IN THE MHPA EXCEPT WHERE NARROW WILDLIFE CORRIDORS REQUIRE IT TO BE LOCATED OUTSIDE THE MHPA. VEGETATION CLEARING SHALL BE DONE CONSISTENT WITH CITY STANDARDS AND SHALL AVOID/MINIMIZE IMPACTS TO COVERED SPECIES TO THE MAXIMUM EXTENT POSSIBLE.
  - GRADING/LAND DEVELOPMENT - MANUFACTURED SLOPES ASSOCIATED WITH SITE DEVELOPMENT SHALL BE INCLUDED WITH THE DEVELOPMENT FOOTPRINT FOR PROJECTS WITHIN OR ADJACENT TO THE MHPA.

<p>Brian Parker Associate Biologist 06-29-2021</p>	<b>PLANS FOR THE CONSTRUCTION OF ADAMS AVENUE STORM DRAIN REPLACEMENT REVEGETATION PLAN</b>	
	<b>L-1</b>	<b>WBS: B-13102</b>

Image Source: Neerman, (flown September 2020)



- Project Footprint/ Limit of Work
- Upland Erosion Control Seeding and Planting - 0.21 acre
- Permanent Impacts
- Right-of-Way



**IRRIGATION LEGEND**

SYMBOL	DESCRIPTION	NOTES
⊠	POINT OF CONNECTION - CITY OF SAN DIEGO HYDRANT	LOCATED ON THE NORTHWEST CORNER OF ADAMS AVE AND MISSION CLIFF DR.
⊙	1 1/2" CITY OF SAN DIEGO CONSTRUCTION WATER METER	CONTACT CITY OF SAN DIEGO METER SHOP FOR INSTALLATION: 619-527-7449
-----	1 1/2" FIRE HOSE CONNECTION (SOFT CONNECTION)	CONNECT AT EVERY WATERING EVENT
▲	1 1/2" BRASS SWIVEL ADAPTER	TO CONNECT FIRE HOSE TO MAINLINE
●	HUNTER MP ROTATOR (PROS-06-PRS40-CV-MP2000)	2000 SERIES MP ROTATOR NOZZLE ON PRS40-06 SHRUB BODY WITH 6" POP-UP.
.....	1 1/2" SCHEDULE 40 PVC MAINLINE	DOWNSIZE MAINLINE AS NEEDED TO ENSURE PROPER PRESURE. STAKE MAINLINE EVERY 20' WITH REBAR J-HOOKS TO SECURE TO GROUND.
—	1", 3/4" AND 1/2" SCHEDULE 40 SUPPLY LINE	SIZE PIPE AS NECESSARY TO ACHIEVE PROPER PRESSURE. STAKE PIPE WITH REBAR J-HOOKS EVERY 20' TO SECURE TO GROUND.

**PROJECT SPECIFIC NOTES:**


1. REFER TO CITY OF SAN DIEGO STANDARD DRAWINGS FOR INSTALLATION DETAILS.
2. THE IRRIGATION PLAN IS DIAGRAMATIC AND THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL INFORMATION PRIOR TO INSTALLATION.
3. THE CONTRACTOR SHALL FURNISH ALL IRRIGATION COMPONENTS, MAINLINE AND SUPPLY LINES. THE CONTRACTOR SHALL FACTOR IN THE COST OF WATER INTO THE OPERATION/MAINTENANCE COST.
4. THE IRRIGATION SYSTEM IS INTENTIONALLY NOT AUTOMATED DUE TO THE THE STEEPNESS OF THE SLOPE AND THE HIGH POTENTIAL FOR SEVERE EROSION.
5. THE IRRIGATION SYSTEM SHALL BE SUPERVISED AT EVERY WATERING EVENT TO AVOID ANY BROKEN/VANDALIZED EQUIPMENT THAT MAY CAUSE EROSION TO THE BANK.
6. THIS IS A TEMPORARY ON GRADE IRRIGATION SYSTEM AND IS INTENDED FOR PLANT ESTABLISHMENT DURING THE PEP AND MAINTENANCE PERIOD. DO NOT INSTALL BELOW GRADE.
7. CONTACT THE CITY OF SAN DIEGO FOR CONSTRUCTION METER INSTALLATION.
8. A SOFT CONNECTION VIA 1 1/2" FIRE HOSE SHALL BE MADE FROM THE POINT OF CONNECTION AT THE HYDRANT TO THE IRRIGATION MAINLINE.
9. THE MAINLINE SHALL BE INSTALLED ON THE WESTSIDE OF THE GUARDRAIL AWAY FROM THE CURB.
10. THE FIRE HOSE SHALL CONNECT TO THE MAINLINE VIA A BRASS 1 1/2" MALE PIPE THREAD X FEMALE HOSE THREAD SWIVEL ADAPTER.
11. THE FIRE HOSE CONNECTION SHALL BE INSTALLED AND REMOVED AT EACH WATERING VISIT.
12. SPRAY HEADS TO BE INSTALLED ON 18" RISERS AND SECURED TO 24" #3 REBAR STAKE.
13. IRRIGATION HEADS SHOULD UTILIZE HUNTER MP ROTATOR NOZZLES; BLACK, GREEN, AND RED NOZZLES SHALL BE USED TO ENSURE PROPER COVERAGE.
14. ALL SPRAY SHALL BE DIRECTED INTO THE REVEGETATION AREA, WITH NO OVERSPRAY ONTO ADJACENT PROPERTIES.
15. DOWNSIZE MAINLINE AND SUPPLY LINES AS NEEDED TO ACHIEVE PROPER PRESSURE AT FARTHEST IRRIGATION HEAD.
16. SECURE MAINLINE AND SUPPLY LINE WITH REBAR J-HOOKS AT 20' ON CENTER.
17. CAP MAINLINE AT THE END OF EACH USE TO AVOID WILDLIFE ENTERING AND BEING TRAPPED.

**GENERAL NOTES**

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

1. 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 "A" OF THE CITY'S LANDSCAPE STANDARDS.
2. THE PROJECT BIOLOGIST AND LANDSCAPE CONTRACTOR SHALL DETERMINE IRRIGATION SCHEDULE. IRRIGATION SHALL BE PERFORMED IN A MANNER THAT PREVENTS EROSION, RUNOFF, SEEPAGE, AND OVERSPRAY. TO PREVENT EROSION, WATER DELIVERY RATE SHALL BE MATCHED TO THE SLOPE GRADIENT AND PERCOLATION RATE OF SOIL.
3. IRRIGATION RATES MAY BE ADJUSTED AT THE DIRECTION OF THE PROJECT BIOLOGIST BASED ON SITE CONDITIONS.
4. TEMPORARY IRRIGATION LINES AND APPURTENANCES SHALL BE MAINTAINED BY THE CONTRACTOR FOR A PERIOD SUFFICIENT TO ESTABLISH PLANT MATERIAL AND TO PROVIDE VEGETATIVE COVER THAT PREVENTS SOIL EROSION.

IRRIGATION PLAN

 Brian Parker Associate Biologist 06-29-2021	<b>PLANS FOR THE CONSTRUCTION OF ADAMS AVENUE STORM DRAIN REPLACEMENT IRRIGATION PLAN</b>	
	<b>L-2</b>	WBS: B-13102

Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	New Century Construction, Inc. - Unit Price	New Century Construction, Inc. - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$10,000.00	\$10,000.00
2	Main Bid	237110	Mobilization	7-3.4.1	LS	1	\$7,000.00	\$7,000.00
3	Main Bid		Field Orders - Type II	7-3.9	AL	1	\$50,000.00	\$50,000.00
4	Main Bid	238910	Clearing & Grubbing	300-1.4	LS	1	\$50,000.00	\$50,000.00
5	Main Bid	237310	Unclassified Fill & Borrow Excavation	300-4.10	LS	1	\$60,000.00	\$60,000.00
6	Main Bid	237310	Asphalt Concrete Overlay	302-5.9	Ton	25	\$400.00	\$10,000.00
7	Main Bid	237110	Curb Inlet Type A	303-1.12	EA	1	\$8,000.00	\$8,000.00
8	Main Bid	237110	Cutoff Wall - SDS-115	303-1.12	EA	2	\$4,500.00	\$9,000.00
9	Main Bid	237110	Storm Drain Clean Out (Type A-4)	303-1.12	EA	1	\$8,000.00	\$8,000.00
10	Main Bid	237110	Concrete Energy Dissipator Per SDD-105	303-1.12	EA	1	\$55,000.00	\$55,000.00
11	Main Bid	237310	Curb & Gutter (6 Inch Curb, Type G)	303-5.9	LF	67	\$100.00	\$6,700.00
12	Main Bid	237310	Pedestrian Protective Railing and Handrail	304-2.4	LF	68	\$550.00	\$37,400.00
13	Main Bid	237110	18 -Inch RCP Storm Drain w/ Watertight Joints	306-15.1	LF	85	\$750.00	\$63,750.00
14	Main Bid	237310	Cold Milling Full Width	404-12	SF	2090	\$6.00	\$12,540.00
15	Main Bid	541330	Traffic Control and Working Drawings	601-7	LS	1	\$5,500.00	\$5,500.00
16	Main Bid	561730	120 Day Plant Establishment Period (Landscape and Irrigation)	801-9	LS	1	\$65,000.00	\$65,000.00
17	Main Bid	541330	Biological Monitoring and Reporting	802-4	LS	1	\$30,000.00	\$30,000.00
18	Main Bid	541330	25 Month Maintenance and Monitoring Program	802-4	LS	1	\$45,000.00	\$45,000.00
19	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$5,000.00	\$5,000.00
20	Main Bid	237310	WPCP Implementation	1001-4.2	LS	1	\$10,000.00	\$10,000.00
							Subtotal	\$547,890.00
							Total	\$547,890.00

## COVID-19 VACCINATION ORDINANCE

CONTRACTOR INFORMATION	
Company Name: <u>New Century Construction Inc.</u>	
Company Address: <u>9119 Emerald Grove Ave Lakeside CA 92040</u>	
Company Contact Name: <u>Lee Shellberg</u>	Contact Phone: <u>619-390-3300</u>
CONTRACT INFORMATION	
Contract Number (if none, purchase order number):	Start Date:
Contract Title (or description):	End Date:
TERMS OF COMPLIANCE	

The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires **ALL** City of San Diego (City) contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close Contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. Contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. Contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
6. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

**Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.**

CONTRACTOR CERTIFICATION	
By signing, I <u>Lee Shellberg</u> , who is an authorized signatory of contractor <u>New Century Construction Inc</u> , certify under penalty of perjury under the laws of the State of California, compliance with the City's Mandatory COVID-19 Vaccination Policy.	
<u>Lee Shellberg</u> Name of Signatory	<u>President</u> Title of Signatory
<u>Lee P. Shellberg #</u> Signature	<u>03/14/22</u> Date

FOR OFFICIAL CITY USE ONLY		
Date of Receipt:	P&C Staff:	Contract Number:
Date of Receipt:	Compliance Dept. Staff:	