

# City of San Diego

ORIGINAL

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S Bracci / B Doringo / LJI

## CONTRACT DOCUMENTS



## FOR

## EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT

VOLUME 1 OF 2

BID NO.: K-15-6195-DBB-3

SAP NO. (WBS/IO/CC): 21003616

CLIENT DEPARTMENT: 2116

COUNCIL DISTRICT: 1

PROJECT TYPE: CB

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

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

**BID DUE DATE:**

**2:00 PM**

**MAY 7, 2015**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTS**


**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

R- 309917

# ENGINEER OF WORK


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

  
1) Registered Engineer

4/2/2015  
Date

Seal:



  
2) For City Engineer

4/2/2015  
Date

Seal



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# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **El Cuervo Del Sur Wetlands Mitigation Project** (Project).
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **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.
4. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
  - 4.1. 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	2.2%
2. ELBE participation	4.4%
3. Total mandatory participation	6.6%
  - 4.2. The Bidders are **required** to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>
  - 4.3. The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:
    - 4.3.1. Attending the Pre-Bid Meeting.
    - 4.3.2. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

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

4.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

**5. PRE-BID MEETING:**

5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 at **10:00 A.M., on April 21, 2015.**

5.2. **The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend.** Bid will be declared **non-responsive** if the Bidder fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. **No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting.**

5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

**6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

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

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

6.2. 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.

7. **PRE-BID SITE VISIT:** The prospective Bidders are encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. A Pre-Bid Site Visit is offered when the details are provided as follows:

**Time:** 10am  
**Date:** April 21, 2015  
**Location:** Los Penasquitos Canyon Preserve

8. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
9. **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.
  - 9.1. **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.
    - 9.1.1. 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.
    - 9.1.2. 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.
  - 9.2. **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.

- 9.3. 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.
- 9.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 9.4. 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.
- 9.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 9.6. 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.
- 9.7. 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."
- 9.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

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

**9.9.1.** 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.

**10. INSURANCE REQUIREMENTS:**

**10.1.** 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.

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

**11. PREQUALIFICATION OF CONTRACTORS:**

**11.1.** Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of 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 will be deemed **non-responsive** and ineligible for award. Complete information and links to the online prequalification application are available at:

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

**11.2.** The completed application must be submitted online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

**12. 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")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

13. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
14. **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.
15. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
16. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
17. **AWARD PROCESS:**
- 17.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 17.2. 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.

- 17.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
18. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
19. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
20. **SUBMISSION OF QUESTIONS:**
- 20.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:
- Public Works Contracts  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101  
Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 20.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 20.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 20.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
21. **ELIGIBLE BIDDERS:** 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.

22. **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 with the Notice Inviting Bids and Contract forms.
23. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 23.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 23.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 23.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 23.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
24. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 24.1. 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.
- 24.2. 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.
- 24.3. 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.
- 24.4. A Bid received without the specified bid security may be rejected as **non-responsive**.

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

- 25.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 25.2. Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 25.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 25.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 25.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by Public Works Contracts no later than 10 days after the City’s announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”
- 25.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 25.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 25.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

**26. BID RESULTS:**

- 26.1. The Bid opening by the City 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 public announcement will be posted in the City’s web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.
- 26.2. To obtain Bid results, either attend Bid opening, review the results on the City’s web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

**27. THE CONTRACT:**

- 27.1.** 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.
- 27.2.** 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.
- 27.3.** 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.
- 27.4.** 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.
- 27.5.** 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. 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.

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

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

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

- 29.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 29.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 29.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 29.5. 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.
- 29.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 29.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**30. PRE-AWARD ACTIVITIES:**

- 30.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 30.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

**31. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring and emulsion aggregate slurry shall be signed by the BIDDER at the time of submission of the primary BID. The signed agreements shall be accompanied by the evidence of a bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

**31.1. 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 D.

**32. REQUIRED DOCUMENT SCHEDULE:**

- 32.1. 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.

32.2. 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	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractor's Experience and Past Project Documentation. See Section 700.
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>

<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance



**CONTRACT FORMS**  
**AGREEMENT**

# CONTRACT FORMS

---

## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Natures Image, Inc., herein called "Contractor" for construction of El Cuervo Del Sur Wetlands Mitigation Project; Bid No. K-15-6195-DBB-3; in the amount of Five Hundred Sixty-Nine Thousand Four Hundred Sixty-Four Dollars and .81/100 (\$569,464.81), 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 Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) Long Term Revegetation Maintenance Contract.
  - (e) That certain documents entitled **El Cuervo Del Sur Wetlands Mitigation Project**; on file in the office of the Public Works Department as Document No. **21003616**, 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 **El Cuervo Del Sur Wetlands Mitigation Project; Bid Number K-15-6195-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT FORMS (continued)**

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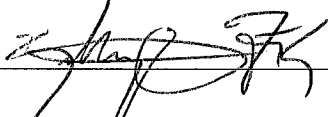
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to **Municipal Code 22.3107** authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Jan I. Goldsmith, City Attorney

By 

By 


Print Name: Stephen Samara,  
Principal Contract Specialist

Print Name: Kathryn F. Kriozere  
Deputy City Attorney

Date: 8-18-15

Date: \_\_\_\_\_

**CONTRACTOR**

By 

Print Name: STEVEN REINOGHL

Title: DIRECTOR

Date: June 10, 2015

City of San Diego License No.: 81997007394

State Contractor's License No.: 720513

# CONTRACT FORMS

## ATTACHMENTS

**CONTRACT FORMS ATTACHMENTS**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

---

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

Natures Image, Inc., a corporation, as principal, and  
The Ohio Casualty 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 Sixty-Nine Thousand Four Hundred Sixty-Four Dollars and .81/100 (\$569,464.81), for  
the faithful performance of the annexed contract, and in the sum of Five Hundred Sixty-Nine  
Thousand Four Hundred Sixty-Four Dollars and .81/100 (\$569,464.81), for the benefit of laborers  
and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **El Cuervo Del Sur Wetlands  
Mitigation Project**; Bid Number **K-15-6195-DBB-3**, 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 Chapter 3 of Division 5  
of Title I of the Government Code of the State of California or under the provisions of Section 3082  
et seq. 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.

**CONTRACT FORMS ATTACHMENTS (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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

Dated June 8th, 2015

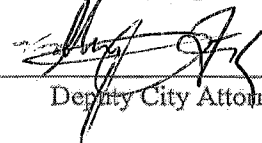
Approved as to Form

Natures Image, Inc.  
Principal


By 

Michelle Caruana, President  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By   
Deputy City Attorney

The Ohio Casualty Insurance Company  
Surety

By   
Attorney-in-fact Arturo Ayala

Approved:

By   
Stephen Samara, Principal Contract Specialist

790 The City Drive South, Suite 200  
Local Address of Surety

Orange, CA 92868  
Local Address (City, State) of Surety

(800) 763-9268  
Local Telephone No. of Surety

Premium \$12,624.00

Bond No. 024059601

**ACKNOWLEDGMENT**

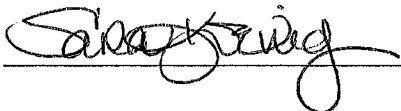
*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of California )  
County of Orange)

On **June 11, 2015** before me, **Sara Koenig**, Notary Public, personally appeared **Michelle Caruana** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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)



# CALIFORNIA ALL-PURPOSE 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.

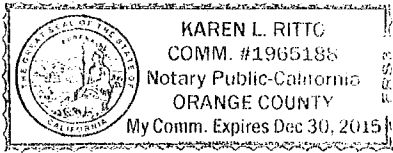
STATE OF CALIFORNIA

County of Orange }

On 6/8/15 before me, Karen L. Ritto, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Arturo Ayala  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public Karen L. Ritto

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Faithful Performance Bond and Labor and Materialmen's Bond

Document Date: 6/8/15 Number of Pages: Two

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6989968

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company Bond No. 024059601

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2015.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 19th day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

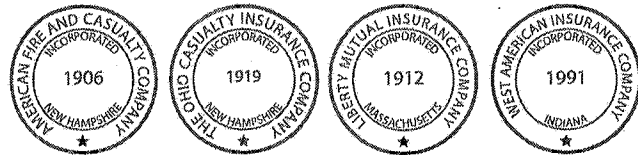
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of June, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

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

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

**PROJECT TITLE:** El Cuervo Del Sur Wetlands Mitigation Project

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

Natures Image, Inc.  
(Name under which business is conducted)

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.

Signed



Printed Name

STEVEN REINDEHL

Title

DIRECTOR

## CONTRACTOR CERTIFICATION

---

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

**PROJECT TITLE:** El Cuervo Del Sur Wetlands Mitigation Project

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

Natures Image, Inc.

(Name under which business is conducted)

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.

Signed



Printed Name

STEVEN REINOEHL

Title

DIRECTOR

## CONTRACTOR CERTIFICATION

---

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

**PROJECT TITLE:** El Cuervo Del Sur Wetlands Mitigation Project

---

I declare under penalty of perjury that I am authorized to make this certification on behalf of Natures Image, Inc., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 10 Day of June, 2015.

Signed



Printed Name

STEVEN REINÖEHL

Title

DIRECTOR

**AFFIDAVIT OF DISPOSAL**

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

**El Cuervo Del Sur Wetlands Mitigation Project**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-15-6195-DBB-3**; SAP No. (WBS/IO/CC) **21003616**, and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Contractor

by

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

Notary Public in and for said County and State

## ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** The project objective is to create wetlands mitigation site. The project involves furnishing all labor, materials, equipment, services and construction, which will include grading, installing native plants, installing temporary irrigation systems, fencing, and signage. Contractor to furnish all materials and build site to plan. Construction plans will be provided.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered 38074-1-D through 38074-17-D, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$890,000**.
3. **LOCATION OF WORK:** The location of the Work is along Los Penasquitos Creek along Sorrento Valley Blvd, between Vista Sorrento Pkwy and Sea Mist Way.
4. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **186 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate licenses at the time that the Bid is submitted. Failure to possess the specified licenses shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required licenses at the time of Bid.
  - 5.1. The City has determined the following licensing classifications for this contract:

Option	Classification(s)
1	CLASS A
2	CLASS C27

- 5.2. The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.



**ATTACHMENT B**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

### **D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

#### **1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**ATTACHMENT D**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

#### **1-2 TERMS AND DEFINITIONS.**

**Normal Working Hours.** To the City Supplement, ADD the following:(s)

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

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

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

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



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

The Product Submittal Form is available for download at:

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

**2-7 SUBSURFACE DATA.** ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

1. Geotechnical Survey Results Memorandum dated May 6, 2013 by URS.

5. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/>

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:

1. Habitat Mitigation and Monitoring Plan dated February 25, 2015 by URS and Helix Environmental Planning, Inc.

6. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

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

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

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

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

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

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

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

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

**6-2.1**            **Moratoriums.** To the City Supplement, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a)    [Entire project] from March 15 to September 15 (inclusive).

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

**7-3.1**           **Policies and Procedures.**

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

**7-3.2 Types of Insurance.**

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

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

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

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

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

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

**7-3.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

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

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

**7-3.5.1.3 Project General Aggregate Limit.**

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

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

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

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

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

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

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

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

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

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

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

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

**7-4.1.1 Waiver of Subrogation.**

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

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.** To the fourth paragraph, DELETE the second and third sentences and SUBSTITUTE with the following:

For each tree to remain, wrap a 1” blue vinyl tape flag around each tree trunk at 54” above the ground.

Sensitive plants will be identified and flagged in the field for avoidance, future salvage, and seed collection activity.

Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to written instructions of the certified arborist.

Remove and replace dead and damaged trees that the certified arborist determines to be incapable of restoring to a normal growth pattern.

1. Provide new trees of the same size and species as those being replaced for trees less than 6 inch caliper size.
2. Provide new trees of 6-inch caliper size and of a species selected by City of San Diego’s Representative when trees more than 6 inches in caliper size, measured 12 inches above grade, are required to be replaced.

Aerate surface soil, compacted during construction, 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch- diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of soil and sand.

**7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5’-3” trench width to read 1 ¾”.

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

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

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

**ADD:**  
**7-16**                    **COMMUNITY OUTREACH.**

**7-16.1**                **General.**

1.        To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2.        The Contractor will perform the community outreach activities required throughout the Contract Time. The Contractor shall assign a staff member who will perform the required community outreach services.
3.        The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project.

Example duties of the Contractor include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction Meeting, attending 2 community meetings, responding to community questions and complaints related to Contractor activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDSshare site:

<http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx>.

4.        The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
  - a)        The contact information for the Contractor is made available on any outreach materials or;
  - b)        The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
5.        Electronic Communication.

All inquiries and complaints will be logged in to the City's SDSshare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDSShare site within 24 hours.

Copies of email communications shall be saved, individually, on to the City's SDSShare site as an Outlook Message Format (\*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

**7-16.1.2 Quality Assurance.**

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

**7-16.1.3 Submittals.**

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
  - a) Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
  - b) After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
2. The Contractor will use the City's SDSShare site to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.



**7-16.2.1 Public Notice by Contractor.**

1. The Contractor shall post Project Identification Signs in accordance with section 7-10.6.2
2. The Contractor shall notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
3. The Contractor shall furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
  - a) Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
  - b) Within 5 days of the completion of your construction activities where work was performed, the Contractor shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
  - c) No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. The Contractor shall leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: The Contractor shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: The Contractor shall use Cougar by Domtar, Item Number 2834 or approved equal.
7. For all Work on private property, the Contractor shall contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, the Contractor shall re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

**7-16.2.2 Communications with the Public.**

1. The Contractor shall coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.

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

**7-16.2.3 Communications with Media.**

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event that media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.

**7-16.3 Exclusive Community Liaison Services.**

If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be to implement 7-16.2, "Community Outreach Services" and as follows:

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Prepare and present of materials in coordination with the Resident Engineer.
3. Respond to community questions and complaints related to Contractor activities.
4. Write, edit, update, or produce brochures, pamphlets and news releases.
5. Provide standard telephone inquiries and e-mail responses:
  - a) Respond to telephone calls and e-mails from the public.
  - b) Record calls and e-mails on the City's SDSShare site.
6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
8. Attendance at pre-construction, community and stakeholders meetings.

**7-16.3.2 Exclusive Community Liaison Work Plan.** The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) **as specified** within 15 days of the Award of the Contract.

**7-16.4 Payment.** The Payment for the Community Outreach Service is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."

**7-20 ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

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

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

**ADD:**

**9-3.7**

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

**SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS**

**212-2.1.3**

**Plastic Pipe for Use with Solvent Wed Socket or Threaded Fittings.** ADD the following:

All PVC pipe located on grade shall be UV resistant.

**ADD:**

**212-2.1.7**

**Brass Pipe.** Brass pipe shall be IPS Standard weight 125 pounds, 85% red brass. Fittings shall also be IPS Standard weight 125 pounds, 85% red brass.

**212-2.2.7**

**Valve Boxes.** ADD the following:

Valve boxes and covers shall be plastic.

**212-2.2.10**

**Rain Sensing Device.** To the City Supplement, ADD the following:

Rain sensor shall be the latest model of the manufacturer. Wireless model is included as part of each new control system.

**ADD:**

**212-2.2.17**

**Spring Check Valves.** Spring check valves shall be constructed of heavy duty Type 1 PVC with stainless steel and neoprene internal parts. Valves shall be adjustable from 5 to 40 feet of head and shall prevent low head drainage quickly and positively after RCV shut-off. Valves shall have a female IPS threaded inlet and outlet.

**212-2.3**

**Backflow Preventer Assembly.** ADD the following:

The backflow preventer shall be brass, bronze, or epoxy coated cast iron bodies with all bronze or stainless steel trim and all moving parts of non-corrosive materials, and shall completely prevent back-siphoning of water. The assembly shall include inlet and discharge shutoff ball valves with all risers, connectors, and appurtenances of Class 1 red brass pipe, conforming to WW-P-351, and red brass fittings with pressure rating 1 conforming to WW-P-460.

**212-2.2.4**

**Remote Control Valves.** ADD the following:

Remote control valves shall be plastic and electrically operated and have a DC latching solenoid to work with the battery-operated controller.

**212-2.4**

**Sprinkler Equipment.** ADD the following:

Sprinkler body shall be plastic.

**212-3.3**

**Controller Unit.** ADD the following:

Controller shall be the latest model of the manufacturer. It shall be battery-operated and mounted in the valve box as shown in the detail.

## SECTION 300 – EARTHWORK

### 300-1.1 **General.** ADD the following:

Use only hand methods for grubbing within protection zones.

### 300-1.3.2 **Requirements.** To the City Supplement , Paragraph 3, ADD the following:

Chip removed tree branches must be disposed of off-site.

When excavation for new construction is required within the drip line of trees, hand clear to minimize damage to root system.

Relocate roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limited as required to bend and relocate them without breaking. If relocation is not practical, cut roots approximately 3 inches back from the new construction. Do not allow exposed roots to dry out before placing backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

## SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

### ADD:

#### 308-1.1 **LANDSCAPE ARCHITECT SITE OBSERVATIONS.**

In cases where the site observation visits of the irrigation work are required and/or where portions of the work are specified to be performed under the direction and/or site observation of the Landscape Architect of Record, the Contractor shall notify the Landscape Architect of Record at least three (3) working days in advance of the time such site observations and/or directions are required.

### ADD:

**308-4.10 Hand Seeding.** Implementation of the seeding in the wetland habitat restoration areas must be overseen by the Restoration Ecologist. Seeding of the upland areas using salvaged seed, collected seed, and seed produced from the seed bulking program should occur after the final grading is complete and approved by the USFWS and the City of San Diego. Seeding should be done after container plant installation. Seeding should be performed during of immediately prior to the winter rainy period to maximize success of the seed effort.

Tables 8, 10, 12 and 13 in the El Cuervo del Sur Conceptual Wetland Habitat Mitigation and Monitoring Plan (URS 2013) lists approximate amounts of seed that will either be collected or produced in the greenhouse seed bulking program. The Restoration Ecologist will verify that native seed is from a qualified local nursery or native seed provider and that the seed is genetically appropriate. In general, the seeding activity should be concentrated in the basins per the planting plan that have been graded or had some form of soil surface disturbance. All seeding will be accomplished using hand broadcast methods where seed is spread evenly over the graded areas, and lightly raked into the surface by hand.

Seeding should occur 24 hours before a predicted rainfall event to naturally wet the seed and lock it into the soil for germination, as well as reduce the amount of seed that is eaten by wildlife. Seeding can also occur using the irrigation system to supplement natural rainfall. If the restoration contractor washes a significant amount of seed off of the restoration areas by overwatering, the contractor will reseed the area even if that area shows some growth. If seed has been pretreated, the contractor is responsible for ensuring the seed is in a proper state before seeding. All bags of seed not identified by the supplier and by date of scarification will be rejected as recommended by the Restoration Ecologist. Any areas seeded with improperly stored or handled seed will be reseeded.

**308-5.2.4 Copper Pipeline.** ADD the following:

Cut copper piping by power hacksaw, circular cutting machine using an abrasive wheel, or hand hacksaw. No piping shall be cut with metallic wheel cutter of any description. Ream and remove rough edges of burrs so smooth and unobstructed flow is obtained.

**ADD:  
308-5.2.5**

**Brass Pipeline.** Cut copper piping by power hacksaw, circular cutting machine using an abrasive wheel, or hand hacksaw. No piping shall be cut with metallic wheel cutter of any description. Ream and remove rough edges of burrs so smooth and unobstructed flow is obtained.

Carefully and smoothly place thread lubricant on male thread only. Tighten screwed joints with tongs or wrenches. Caulking is not permitted.

**ADD:  
308-5.2.6**

**UVR-Polyvinyl Chloride Pipeline.** Secure pipe to surface with anchors.

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

Install no more than one valve per box. Set valve boxes perpendicular to plumb to adjacent hardscape and to each other. Set boxes 12" apart and 12" from adjacent hardscape areas. Heat brand valve number and controller letter on outside top of valve box lid to maximum 1/8" depth with 1 1/2" to 2" height text, readable from the side valve would be accessed.

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

For the inside surface of the cover of each Automatic Controller, prepare and mount a color-coded chart showing the valves, mainline, and systems serviced by that particular Controller. All valves shall be numbered to match the operation schedule and the drawings. Only those areas controlled by that Controller shall be shown. This chart shall be a plot plan, entire or partial, showing building, walks, roads, and walls. A photostatic print of this plan, reduced as necessary and legible in all details, shall be made to a size that will fit into the Controller enclosure. This print shall be approved by the Resident Engineer and shall be hermetically laminated with plastic. This shall then be placed inside the enclosure door.

Connections to control wiring shall be made within the pedestal of the controller or in junction boxes. All electrical equipment shall be NEMA Type 3, waterproofed for exterior installation. All electrical work shall conform to local codes and ordinances. Remote control wire shall be direct-burial AWG-UF type, sized according to manufacturer's specifications, and in no case smaller than 14 gage. Connections shall be either epoxy-sealed packet-type or Penn-Tite connectors. Common wires shall be white in color. (Where two or more controllers are used, the common wires shall be white with a different color stripe for each controller.) Control wires shall be black (where two or more controllers are used, the control wires shall be a different color for each controller.)

Electrical supply wiring shall be installed in a rigid metal conduit from controller to electrical outlet or power pedestal. The electrical supply shall be hard-wired without the use of pigtails or any other type of extension cord. A disconnect switch shall be included as part of this work.

**308-5.6.2 Pipeline Pressure Test.** First paragraph, last sentence, REVISE to read:

All PVC mains shall be subjected to a pressure test of existing line pressure for a period of four (4) hours and shall be watertight. All testing shall be in the presence of the Resident Engineer unless otherwise authorized. Testing will be done in sections as required. Liquid filled test gauges rated to a minimum 200 psi shall be used for testing purposes.

**308-5.7 Flow Sensing Devices Installation.** ADD the following:

Flow sensor wires shall be a continuous run between end connections of control system and sensor.

**308-5.10 Backflow Preventer Enclosure Installation.** ADD the following:

Plumb legs on backflow preventer with copper fittings and nipples. Provide reducing fittings directly upstream and downstream of backflow device assembly as needed. Install enclosure so that it swings free and clear of backflow preventer assembly. Provide solid, case hardened, keyed lock for each enclosure. Provide four (4) keys for each lock.

**308-7 GUARANTEE.** To the City Supplement, DELETE in its entirety.

**308-7 Payment.** ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

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

**SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING**

**700-1.7.2        Project Biologist.** The City will retain a qualified Project Biologist to perform biological monitoring work for this contract. The Contractor must coordinate construction activities and schedule with the activities and schedules of the Project Biologist. Further explanation of these requirements can be found in Appendix D, Exhibit A of this document.

**700-1.4           Construction Fencing.** To the City Supplement, ADD the following:

Deer Fence will be installed around perimeter of wetland mitigation area. The perimeter length of wetland area is approximately 3,500 linear feet. Posts or poles shall be placed every 10-15 feet and be placed directly into soil.

The fence must reach a minimum height 7', be stable and secure enough withstands winds and secured along the bottom at ground level. The fence will serve as a construction barrier as well as a deer exclusionary fence and will remain in place for the duration of construction and 120 day plant establishment period. Fencing will have one entry and exit point at 14' wide. This access point shall be made of the same fencing material and 7' in height with the ability to lock after the workday is complete.

"Keep Out Habitat Restoration Area" signs in English and Spanish will be installed every 200ft around the perimeter of the project area. The mesh for the fencing shall be green to blend into the natural settings. Install fence according to manufacture specifications.

**ADD:**

**700-1.81        On-Site Topsoil.** Obtain topsoil only from well-draining sites where soil occurs in depths of 4" or more. Do not obtain from bogs or marshes. Provide topsoil that is free of stones larger than 1" and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be fertile, friable, surface soil containing natural loam and complying with ASTM D5268.

**700-1.84        Seed.** ADD the following:

The seed shall be collected from the mitigation site. This will be supplemented with additional seed collected from on-site areas marked for preservation. Additional seed shall have the following restrictions:

1.        No more than 5% of the available seed may be collected for annual species.
2.        No more than 25% of the available seed may be collected for perennial species.

The collected seed will be cleaned, dried, and temporarily stored until the site preparation and grading are complete.



**ADD:**

**700-1.8.5**

**Container Plants.** Transplanting and planting of container plants shall be restricted to periods of cool, cloudy weather or as directed by the biologist. Plants shall be stored and cared for at the temporary off-site nursery until they are installed.

Commercially grown nursery stock shall not be used unless the seed to grow them was collected within a five (5) mile radius of the site.

**700-1.9.1**

**General.** To the City Supplement, ADD the following:

Prior to clearing and grubbing, the site will be mowed with a line trimmer and/or dethatched to remove exotic weed materials (thatch and seeds), if deemed necessary by the Restoration Ecologist. All non-native plants will be mowed to a height of no more than 3” to 4”. Prior to clearing and grubbing, salvage of existing biota and topsoil will be conducted at the site where feasible, consistent with the requirements of the Mitigation and Monitoring Plan.

Where utility trenches are required within drip line of trees, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.

Do not cut main lateral roots or taproots. Cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

**700-1.9.3**

**Storage of Existing Topsoil and Vegetation.** To the City Supplement, ADD the following:

Store soil materials and excavated soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Stockpile soil material away from the edge of excavation. Do not store within the drip line of remaining trees. Obtain Restoration Ecologist’s acceptance of stockpile location prior to creation.

**700-2.3**

**Earthwork and Topsoil Placement.** To the City Supplement, ADD the following:

4. Place backfill and fill soil materials in layers not more than 8” in loose depth for material to be compacted by heavy compaction equipment and not more than 4” in loose depth for material to be compacted by hand-operated tampers. Place soil during dry weather.
5. Where existing grade is 3” or less below the elevation of the finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevation.
6. Where existing grade is more than 3” but less than 12” below the elevation of the finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:

- a) Care Carefully place drainage fill against tree trunk approximately 2 inches above elevation of finish grade and extend not less than 18 inches from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches below elevation of grade.
- b) Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

**700-2.4 Finish Grading.** ADD the following:

- 5. Finish subgrades to required elevations withing +/- 1” tolerance.
- 6. Grading will occur only when the soil is dry to the touch at the surface and 1” below.
- 7. After a rain of greater than 0.2”, grading will occur only after the soil surface has dried sufficiently per #6 above and no sooner than 2 days (48 hours) after the rain event ends.
- 8. Grading will commence only when no rain is forecast during the anticipated grading period.
- 9. If rain occurs during grading, work will stop and resume only after soils are dry per #6 above.

**700-2.15 Payment.**

- a) The Bid item provided for construction fencing Work shall cover the Work described in 700-1.4, “Construction Fencing”.
- b) The lump sum bid item “Construction Fence” shall be full compensation for the furnishing all material necessary to install the Deer Fence around the perimeter of the wetland mitigation area.

**SECTION 705 – WATER DISCHARGES**

**705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”**

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

**705-2.6.3 Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”

## SECTION 707 – RESOURCE DISCOVERIES

**ADD:  
707-1.1**

**Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Environmental Impact Report for Master Storm Water System Maintenance Program, SCH No. 2004101032, as referenced in the Contract Appendix. You must comply with all requirements of the Mitigation, Monitoring, and Reporting Program included in Chapter 11.0 of the Environmental Impact Report as set forth in the Contract.

The report listed above is available for review by contacting the Contract Specialist or visiting:

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

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

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

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**  
**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.)

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

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

4. **POLICY**

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

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

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

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

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

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

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



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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

**Larry Gardner  
Water Department Director**

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

#### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

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:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter		
Contract Acct #:	Deposit Amount: <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 B**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## Materials Typically Accepted by Certificate of Compliance

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

**APPENDIX C**  
**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC):											
City Purchase Order No. :						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:		RE Fax#:				Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	%/QTY	Amount	%/QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	\$80,000.00	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
<b>CHANGE ORDERS</b>											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Increase bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			121,500								
Item 1 Deduct Bid Item 3			53	-\$500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-\$50,500.00	(\$50,500.00)						
<b>SUMMARY</b>							Total This	\$ -	Total Billed		\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

**APPENDIX D**

**LONG-TERM REVEGETATION MAINTENANCE AGREEMENT**

## LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) is made and entered into by and between the City of San Diego (City), a municipal corporation, and Nature's Image, Inc. (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A. Concurrent with execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **El Cuervo Del Sur Wetlands Mitigation Project**, WBS/IO number **21003730**, Bid No. **K-15-6195-DBB-3**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified evelopment(s) of **El Cuervo Del Sur Wetlands Mitigation Project** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

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 LTRMC by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.
- C. **Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in SECTION 700-2.11 of the Construction Contract, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract included in The GREENBOOK and The WHITEBOOK



i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOCB Section except as follows.

**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 plants contained within the Revegetation 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 guarantees provided by the Payment and Performance Bonds for this Project may be partially released, and thereby reduced to an amount sufficient to cover the Phase 2 Work on this Project. This remaining Payment and performance Bond value shall set at 100% of the value of the Phase 2 work and be maintained through the date of completion of Phase 2 Work. Under no circumstances shall the Bonds be reduced to less than the actual cost of completion of all Phase 2 Work for this Project.

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.

#### **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 the written in Exhibit A, at the direction of the City.

- 1.2 **Work Schedule.** After receiving notification from the City, the Contractor shall create a comprehensive schedule of Work for performance of this LTRMC (Schedule) for the City's approval. The Schedule shall include routine work and 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 LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with SECTION 700-2.11 of the Construction Contract and shall continue for **60** months. A copy of the approval form is attached as Exhibit B.

- 1.4 **Performance of Work.** The Work shall be performed in accordance with the manufacturer's recommendations for each piece of equipment used in performance by the Contractor of this LTRMC.

- 1.5 **License.** The Contractor shall hold the following licenses in good standing:

- a) C-27 State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a C-27 State Contractor's License.
- b) Pest Control Advisor's License. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
- c) Registration with the County Agriculture Commission.

- d) Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
- e) 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.

**1.6 Hours of Performance.** The Contractor shall perform the Work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to area residents, shall not begin before 7:00 a.m.

## **SECTION 2: ADMINISTRATION**

- 2.1 Contract Administrator.** The Transportation & Storm Water Department/ Storm Water Division is the Contract Administrator for the LTRMC. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTRMC and the Contractor's performance of the Work rendered hereunder. When this LTRMC refers to communications to or with City, those communications shall be with the City, unless the City or this LTRMC specifies otherwise. Further, when this LTRMC 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 competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this LTRMC with the City. 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 would 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 Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.

- 2.4 **Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this LTRMC.
- 2.5 **Contractor Inspections.** The Contractor shall perform inspections of the Work site and 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.

### **PART 3: WORK SITE MAINTENANCE**

- 3.1 **Use of Chemicals.** The Contractor shall submit to 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 City along with 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 instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor under this LTRMC, or other penalties.

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

responsibility of the Contractor, and may be deducted from the monthly payment to be made to the Contractor under this LTRMC.

- 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 LTRMC.
- 3.4 **Satisfactory Progression.** If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

#### **SECTION 4: COMPENSATION**

- 4.1 **Maximum Compensation.** The compensation for this LTRMC shall not exceed \$47,539.98. (Contract Price).
- 4.2 **Wage Rates.** Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.
- 4.3 **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 every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.
- 4.4 **Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

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 LTRMC.

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.

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 commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, 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.

A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that 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 LTRMC.

- 5.2 Insurance.** At all times during the term of this LTRMC, the Contractor shall maintain insurance coverage as specified in the Construction Contract, Section 7-3, "LIABILITY INSURANCE."

The Contractor shall not begin the Work under this LTRMC until it has complied with the following:

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Construction Contract , Section 7-3, "LIABILITY INSURANCE" for:
  1. Commercial General Liability
  2. Commercial Automobile Liability
  3. Worker's Compensation
- b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY 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 LTRMC.

## SECTION 6: MISCELLANEOUS

- 6.1** Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall 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 performance of any Work.
- 6.2** City Standard Provisions. This LTRMC is subject to the following standard provisions:
1. WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
  2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act).
  3. WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).
  4. WHITEBOOK, Section 7-13.7, Notice of Labor Compliance Program Approval (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).
  5. WHITEBOOK, Section, 7-13.8, Apprentices on Public Works (As adopted pursuant to 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).
  6. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code).
  7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63).

- 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 LTRMC.
- 6.4 Assignment.** The Contractor shall not assign the obligations under this LTRMC, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this LTRMC, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between 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 City. Any provisions of this LTRMC that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 6.6 Covenants and Conditions.** All provisions of this LTRMC 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, Venue, and Attorney's Fees.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTRMC, 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 LTRMC and all rights and obligations created by this LTRMC shall be in force and effect whether or not any Parties to this LTRMC have been succeeded by another entity, and all rights and obligations created by this LTRMC shall be vested and binding on any Party's successor in interest.
- 6.9 Integration.** This LTRMC and the exhibits, attachments, and references incorporated into this LTRMC fully express all understandings of the Parties concerning the matters covered in this LTRMC. No change, alteration, or modification of the terms or conditions of this LTRMC, 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 an amendment to this LTRMC agreed to by both Parties. All prior negotiations and agreements are merged into this LTRMC.
- 6.10 Counterparts.** This LTRMC may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.



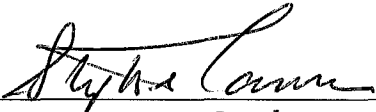
- 6.11 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this LTRMC, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTRMC, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this LTRMC, 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 LTRMC shall not render any other provision of this LTRMC unenforceable, invalid, or illegal.

**6.13 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

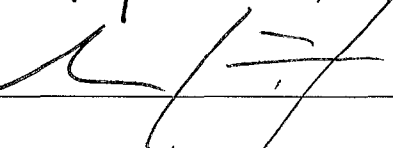
IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with Resolution No. R-309917, and by Contractor.

Dated this 5<sup>th</sup> day of MAY, 2017.

THE CITY OF SAN DIEGO

By:   
Stephen Samara  
Principal Contract Specialist  
Public Works Contracts

I HEREBY CERTIFY I can legally bind Nature's Image, Inc and that I have read this entire contract, this 2nd day of May, 2017.

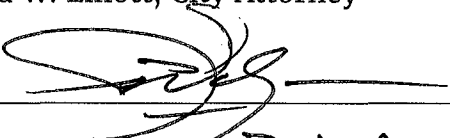
By:   
Printed Name: Andrew J. Fox

Title: Executive VP. + COO.

I HEREBY APPROVE the form and legality of the foregoing Contract this

23<sup>rd</sup> day May of 2017.

Mara W. Elliott, City Attorney

By:   
Printed Name: Devin A. Widgerow  
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 those Specifications and Drawings numbered 38074-1-D through 38074-17-D, (Specifications), which are incorporated into this contract by this reference as though fully set forth herein.
- II. **Description of Work.** The Contractor shall maintain the Revegetation Area during the Maintenance and Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Maintenance and Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation system repairs and schedule adjustments, weed removal, dead plant replacement, pest management, 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 Contractor shall coordinate activities and schedule with the Project Biologist. The Project Biologist will monitor Work performed by the Contractor under the Maintenance and Monitoring Program according to the schedule and methods specified in the Revegetation 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 LTRMC.
  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 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.
  - e) Irrigation must be controlled to water between 6:00 pm and 10:00 am to adhere to drought watering restrictions.
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 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) 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, 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.
6. Removal of Automatic Irrigation Controllers. The system of above grade piping and sprinklers with automatic control valves for the irrigation of seeded areas and replanted nature preserve areas for the purpose of establishing the new plantings shall be dismantled and removed no sooner than 24 months after the conclusion of the LTRMC.
- B. Weed Removal. Non-native plant (weed) control requires constant diligence by the Contractor. The first two years of project establishment is the crucial period for weed control. Weed species encountered during maintenance visits will be removed immediately. Weeds reported by the Project Biologist in monitoring memos will be removed within two weeks of notification. Because of the critical nature of weed control at the beginning of the project, the Contractor will be required to reseed/replant if weeds are not controlled on a timely basis. At a minimum, the following weed removal methods should be included in the implementation specifications, as outlined in the Revegetation Plan:
- 1. Weed removal shall be performed predominantly by hand, but herbicides can be utilized under certain conditions to eradicate

noxious weeds. An herbicide such as Rodeo® should be acceptable in most situations and shall be applied by a licensed applicator in the appropriate concentration.

2. Weed seedlings and sprouts within the creation area shall be continually removed before they attain 12 inches in height or before they produce seed, whichever is first.
3. The Contractor shall coordinate with the Project Biologist for monitoring of weed eradication and exotic species removal at all times throughout the year.

Weed species are divided between aggressive, invasive exotics, which can out-compete desirable native species if not controlled, and more benign weed species, which tend to fade away as native species become established. Invasive exotics (target exotic species) will be eradicated wherever they occur in or adjacent to (i.e., within 10 feet) the Revegetation Area. The Contractor shall coordinate with the Project Biologist to identify weed species that must be eradicated, in accordance with the Revegetation Plan.

- C. 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 City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, 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 City.
- 1) All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
  - 2) Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.
- D. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.

- 1) Contractor shall at no cost to 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 City.
  - 2) If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of 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.
  - 3) 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 City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.
- E. **Trash Removal.** 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 LTRMC. 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.** All trash shall be removed by the Contractor from the Revegetation Area during each maintenance visit throughout the maintenance period. Care shall be taken so that trash removal activities minimize or avoid impacts to plants in the mitigation. Dead limbs and tree fall will be left in place. Weed debris shall be removed from the project area and disposed of at an offsite City facility approved to handle such waste.
  - 2) **Third Party Generated Litter.** Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Revegetation Area.

**ATTACHMENT F**  
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# City of San Diego

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: cgiordano@sandigo.gov  
Phone No. (619) 533-3481, Fax No. (619) 533-3633

## ADDENDUM "A"

FOR



## EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT

BID NO.:	<u>K-15-6195-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>21003616</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>CB</u>

### BID DUE DATE:

**2:00 PM**  
**MAY 7, 2015**  
**CITY OF SAN DIEGO**  
**PUBLIC WORKS CONTRACTS**  
**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**  
**SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. VOLUME 1**

1. To NOTICE INVITING BIDS, page 5, Section 7, PRE-BID SITE VISIT, **DELETE** in its entirety and **SUBSTITUTE** with the following:

7. **PRE-BID SITE VISIT:** The prospective Bidders are encouraged to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. A Pre-Bid Site Visit is offered when the details are provided as follows:

**Time:** 12pm

**Date:** April 21, 2015

**Location:** Los Penasquitos Canyon Preserve

James Nagelvoort, Director  
Public Works Department

Dated: *April 9, 2015*  
San Diego, California

JN/BD/lji

# City of San Diego

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: Cgiordano@sandigo.gov  
Phone No. (619) 533-3481, Fax No. (619) 533-3633

## ADDENDUM "B"

FOR



## EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT

BID NO.:	<u>K-15-6195-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>21003616</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>CB</u>

### BID DUE DATE:

**2:00 PM**  
**MAY 13, 2015**  
**CITY OF SAN DIEGO**  
**PUBLIC WORKS CONTRACTS**  
**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**  
**SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

James Nagelvoort, Director  
Public Works Department

Dated: *April 16, 2015*  
San Diego, California

JN/BD/egz

# City of San Diego

CITY CONTACT: Clementina Giordano Contract Specialist, Email: Cgiordano@saniego.gov  
Phone No. (619) 533-3481, Fax No. (619) 533-3633

## ADDENDUM "C"

FOR



## EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT

BID NO.: K-15-6195-DBB-3  
SAP NO. (WBS/IO/CC): 21003616  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: 1  
PROJECT TYPE: CB

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**BID DUE DATE:**

**2:00 PM**

**MAY 19, 2015**

**CITY OF SAN DIEGO**


**PUBLIC WORKS CONTRACTS**

**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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


  
1) Registered Engineer

5/8/2015

Date

Seal:

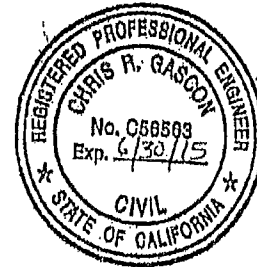


  
2) For City Engineer

5/8/2015

Date

Seal



**A. CHANGES TO CONTRACT DOCUMENTS**

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

**B. BIDDER'S QUESTIONS**

- Q1. Notes on page one under Grading & Geotechnical Specifications call out for testing by Civil Engineer or Geotechnical Engineer. Who pays for this Testing?
- A1. Testing not required. Bid as-is.
- Q2. Note 3 under Grading & Geotechnical Specifications calls for an As-Graded Geotechnical Report. Who pays for this report?
- A2. No additional As-Graded Geotechnical Report will be required. Bid as-is.
- Q3. Who is responsible for Survey of Site? If the Contractor is responsible what is the deliverable documentation that is required for substantial completion?
- A3. Construction survey will be performed by the City of San Diego, Public Works, Field Engineering Survey Section.
- Q4. Is there an available water source on site or is the contractor required to truck water?
- A4. It is the responsibility of the Contractor to obtain a temporary water service from the nearest existing potable water facility. (Appendix A of Volume 1).
- Q5. What is the total cubic yards of fill to be placed on site and or to be exported off site?
- A5. See revised bid list per this Addendum C.
- Q6. V.1, page 44, item #2 –If a staff member is to be assigned to the project for community outreach, in what item should the cost be listed?
- A6. Contractor will not be required to provide or hire staff for community outreach assistance. Bid as-is.
- Q7. Required Document Schedule, Item 11, requires Contractor's Experience and Past Project Documentation. In following the reference, under Section 700, and Appendix D, Exhibit A, we did not find the specific qualification requirements. Can you please elaborate on the Contractor's experience and past project documentation desired? Is an approach or scope of work required?

- A7. Refer to section 700 of the City's White Book for listed requirements as proof of experience.
- Q8. Note 1 under Grading & Geotechnical Specifications on Sheet 1-D states that "All grading shall be done under observation and testing by a qualified Civil Engineer or Geotechnical Engineer and if required both a qualified Civil Engineer or Geotechnical Engineer and an Engineering Geologist." Is the City paying the costs for these services? If the contractor is required to provide these services please provide detailed specifications for observation and testing required by the Engineering consultant.
- A8. See Answer A1.
- Q9. Reference Note 3 under Grading & Geotechnical Specifications on Sheet 1-D. Is the Contractor required to provide an As-graded Soils Report or As-Graded Geotechnical Report?
- A9. See Answer A1.
- Q10. Is the Contractor required to pay the cost of the Grading Permit?
- A10. No grading permit required. Bid as-is
- Q11. Will the City provide survey staking for grading and site delineation?
- A11. See Answer A3.
- Q12. Is the Contractor required to pay the cost of water for irrigation during construction and maintenance?
- A12. See Appendix A.
- Q13. The contract drawings require installation of 4' tall green mesh construction fence, while Section 700-1.4 of the specifications requires a 7' tall deer fence around the perimeter of the site. Which is the correct specification? Also, spec 700-1.4 requires installation of signs. What are the dimensions of the signs?
- A13. Bid as specified in Section 700-1.4. Sign shall read "Keep Out Habitat Restoration Area" in English and Spanish and large enough to allow for letters of 1" or greater in height.
- Q14. At the end of the maintenance period is the Contractor required to remove components of the irrigation system that are installed on-grade?
- A14. The Contractor shall remove all above ground irrigation components at the end of the maintenance period, per Appendix D, Exhibit A.
- Q15. Is a Plant Establishment Period required for this contract? If so, please add a bid item to the Proposal for Plant Establishment.
- A15. Yes, see Attachment A (Scope of Work) paragraph 4. Bid as-is.



- Q16. Section 700-1.84 requires seed to be collected from the mitigation site. The mitigation site is primarily covered with invasive species and it is not be feasible to collect required amount of seed from this area. Will the City permit collecting on City property in additional areas? What is the maximum radius from the site that will be acceptable for seed source. Also, will this contract be awarded before summer, so seed collection can be conducted? If not, please consider the project completion schedule (186 working days including PEP) and revise the specification to state that seed will be purchased from a native seed supplier from sources that are available located closest to the site.
- A16. No seed collection without Right of Entry Permit and permission from City Dept of Park and Recreation. Refer to Section 4.6.2 (Seeding) of HMMP for seed collection requirements. Contract is anticipated for award no sooner than September 2015.
- Q17. Section 700-1.8.5 requires that seed to grow plants must is from within 5 miles of the site. The contract time for construction doesn't allow enough time to collect seed and then contract grow container plants. Please expand the acceptable area for seed source to within San Diego County.
- A17. See Section 308-4.10 of Volume1 and Section 4 of HMMP.
- Q18. Is the contractor required to install fiber rolls on the Fill Site slope?
- A18. Contractor is responsible for SWPPP development as specified in Section 701-13.8.4.
- Q19. Is the quantity of Unclassified Fill 815 CY or 4,017 CY as shown in the bid schedule (bid item 6)? Also, if 3,202 CY of soil export is required please add a bid item to the Proposal for this scope of work.
- A19. Bid item 6 has been corrected to 815 CY. The work associated with the export of the remaining 3,202 CY is included in the revised Bid item 5 which now reads, "Unclassified Excavation and Export".
- Q20. Are UVR fittings required for spray head assemblies and main/lateral lines installed on-grade?
- A20. Bid as-is per Sheet 14-D.
- Q21. Is the Contractor required to provide the services outlined in Section 7-16 Community Outreach (pages 44-48)?
- A21. See Answer A6.
- Q22. The HMMP and Geotechnical Survey are not uploaded on the FTP site. Please provide copies of these documents.

- A22. Files have been re-uploaded to FTP sites specified in bid specs.
- Q23. Concerning Bid Item 58, Revegetation Maintenance – 5 years: Can this bid item be broken down into 5 separate bid items (bid item for each year)? The level of effort and cost for maintenance declines as the project progresses, so the cost of the first year of maintenance is much more than the cost of year 5.
- A23. Years will not be broken out as separate bid items. Bid as-is.
- Q24. Will the Contractor be permitted to collect cuttings from areas adjacent to the site instead of providing 1-gal container plants for species listed with a \*\* in the plant pallet on sheet 12-D of the plans?
- A24. See Section 4.6.3 of HMMP.
- Q25. After reviewing the irrigation plans and specs, it has been noted that several of the line items do not match the plans (e.g. ball valves). The numbers depicted in the plans exceed the line item total, what interpretation is correct?
- A25. Bid Items 41, 42, 43, and 46 have been revised. Bid according to the revised bid list per this Addendum.
- Q26. On line items that mention “or greater” (e.g. PVC pipe size, manifold), is there a maximum dimension?
- A26. Refer to Plan sheets 15 and 16-D for recommended dimensions.
- Q27. The irrigation legend on sheet 14-D shows Hunter MP rotators installed on 12” pop-up Pro-Spray bodies. Please confirm that pop-up bodies are required. Spray heads will be installed on-grade with 12” risers, so pop-ups are not necessary. I recommend using Pro-Spray shrub bodies instead.
- A27. The rotary sprays shall be bid as shown on the plans.
- Q28. The Description for Bid Item 53 states “UV Resistant Class 315 PVC”. UVR pipe isn’t manufactured in Class 315. Please revise to state UVR Schedule 40.
- A28. Bid Item 53 was changed to UVR Schedule 40 – see revised bid list per this Addendum C.
- Q29. The Point of Connection detail on Sheet 16-D shows that the mainline for this project will be connected to an existing mainline in the road. A new water meter and backflow are shown at the location of the connection. The existing mainline already has a backflow and water meter at the POC off Sorrento Valley Blvd. Please confirm if we need to install a sub-meter and additional backflow. If additional backflow device is not required please delete Bid Items 41 & 42.
- A29. A new temporary meter and backflow shall be installed per the plans.

- Q30. In reference to the above and Supplemental Agreements (#31 on page 14), is the subcontract located on page 85 to be signed and submitted with the proposal?
- A30. The Long-Term Revegetation Maintenance Agreement is to be submitted by the apparent low bidder during the award process.
- Q31. As long as we are certified ELBE/SLBE by City of San Diego .Do we still have to sub out percentage to ELBE and SLBE as specified in the above mentioned contract.
- A31. Refer to the 2012 Whitebook, Chapter 11 – Equal Opportunity Contracting Program Subcontracting Requirements (SLBE-ELBE Only), Section D, SLBE-ELBE Subcontractor Participation Percentages, Item 2.
- Q32. On page 53 of Volume 1 (specs) for the above mentioned project, Section 700-1.4 Construction Fencing shows that a deer fence is to be installed with a minimum height of 7'. However on sheet 9 of the plans, it specifies a height of 4'. Can you please clarify?
- A32. Bid as specified in Section 700-1.4.

**C. VOLUME 1**

1. To Attachment E, Supplementary Special Provisions, page 56, Section 707 – Resource Discoveries, Section 707-1.1, **DELETE** the first paragraph and **SUBSTITUTE** with the following:
 

**707-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Environmental Impact Report for Master Storm Water System Maintenance Program, SCH No. 2004101032, as referenced in the Contract Appendix. You must comply with all requirements of the Mitigation, Monitoring, and Reporting Program included in Chapter 11.0 of the Environmental Impact Report as set forth in the Contract as Appendix E.
2. To Attachment E, Supplementary Special Provisions Appendices, **ADD** Appendix E, pages 9 through 40 of this Addendum:

**D. VOLUME 2**

1. To Bidding Documents, pages 10 through 16, Proposal (BID), **DELETE** in their entirety and **SUBSTITUTE** with pages 41 through 47 of this Addendum.

James Nagelvoort, Director  
Public Works Department

Dated: *May 8, 2015*  
San Diego, California

JN/BD/lji

**APPENDIX E**

**CHAPTER 11.0 MITIGATION MONITORING AND REPORTING PROGRAM**

## CHAPTER 11.0 MITIGATION MONITORING AND REPORTING PROGRAM

Section 21081.6 of the State of California Public Resources Code requires a Lead or Responsible Agency that approves or carries out a project where an environmental impact report (EIR) has identified significant environmental effects to adopt a "reporting or monitoring program for adopted or required changes to mitigate or avoid significant environmental effects." The City of San Diego is the lead Agency for the Master Program PEIR, and, therefore, is responsible for implementation of the MMRP. Because the PEIR recommends measures to mitigate these impacts, an MMRP is required to ensure that adopted mitigation measures are implemented.

As Lead Agency for the proposed project under CEQA, the City of San Diego will administer the MMRP for the following environmental issue areas: biological resources, historical resources, land use policies, paleontological resources, and water quality.

### GENERAL

**General Mitigation 1:** Prior to commencement of work, the ADD Environmental Designee of the Entitlements Division shall verify that mitigation measures for impacts to biological resources (Mitigation Measures 4.3.1 through 4.3.20), historical resources (Mitigation Measures 4.4.1 and 4.4.2), land use policy (Mitigation Measures 4.1.1 through 4.1.13), paleontological resources (Mitigation Measure 4.7.1), and water quality (Mitigation Measures 4.8.1 through 4.8.3) have been included in entirety on the submitted maintenance documents and contract specifications, and included under the heading, "Environmental Mitigation Requirements." In addition, the requirements for a Pre-maintenance Meeting shall be noted on all maintenance documents.

**General Mitigation 2:** Prior to the commencement of work, a Pre-maintenance Meeting shall be conducted and include, as appropriate, the MMC, SWD Project Manager, Biological Monitor, Historical Monitor, Paleontological Monitor, Water Quality Specialist, and Maintenance Contractor, and other parties of interest.

**General Mitigation 3:** Prior to the commencement of work, evidence of compliance with other permitting authorities is required, if applicable. Evidence shall include either copies of permits issued, letters of resolution issued by the Responsible Agency documenting compliance, or other evidence documenting compliance and deemed acceptable by the ADD Environmental Designee.

**General Mitigation 4:** Prior to commencement of work and pursuant to Section 1600 et seq. of the State of California Fish & Game Code, evidence of compliance with Section 1605 is required, if applicable. Evidence shall include either copies of permits issued, letters of resolution issued by the Responsible Agency documenting compliance, or other evidence documenting compliance and deemed acceptable by the ADD Environmental Designee.

## **BIOLOGICAL RESOURCES**

Potential impacts to biological resources would be reduced to below a level of significance through implementation of the following mitigation measures as well as Mitigation Measures 4.1-1 through 4.1-25.

***Mitigation Measure 4.3.1:*** Prior to commencement of any activity within a specific annual maintenance program, a qualified biologist shall prepare an IBA for each area proposed to be maintained. The IBA shall be prepared in accordance with the specifications included in the Master Program.

***Mitigation Measure 4.3.2:*** No maintenance activities within a proposed annual maintenance program shall be initiated before the City's Assistant Deputy Director (ADD) Environmental Designee and state and federal agencies with jurisdiction over maintenance activities have approved the IMPs and IBAs including proposed mitigation for each of the proposed activities. In their review, the ADD Environmental Designee and agencies shall confirm that the appropriate maintenance protocols have been incorporated into each IMP.

***Mitigation Measure 4.3.3:*** No maintenance activities within a proposed annual maintenance program shall be initiated until the City's ADD Environmental Designee and Mitigation Monitoring Coordinator (MMC) have approved the qualifications for biologist(s) who shall be responsible for monitoring maintenance activities which may impact sensitive biological resources.

***Mitigation Measure 4.3.4:*** Prior to undertaking any maintenance activity included in an annual maintenance program, a mitigation account shall be established to provide sufficient funds to implement all biological mitigation associated with the proposed maintenance activities. The fund amount shall be determined by the ADD Environmental Designee. The account shall be managed by the City's SWD, with quarterly status reports submitted to DSD. The status reports shall separately identify upland and wetland account activity. Based upon the impacts identified in the IBAs, money shall be deposited into the account, as part of the project submittal, to ensure available funds for mitigation.

***Mitigation Measure 4.3.5:*** Prior to commencing any activity that could impact wetlands, evidence of compliance with other permitting authorities is required, if applicable. Evidence shall include copies of permits issued, letters of resolution issued by the Responsible Agency documenting compliance, or other evidence documenting compliance and deemed acceptable by the ADD Environmental Designee.

***Mitigation Measure 4.3.6:*** Prior to commencing any activity where the IBA indicates significant impacts to biological resources may occur, a pre-maintenance meeting shall be held on site with the following in attendance: City's SWD Maintenance Manager (MM), MMC, and Maintenance Contractor (MC). The biologist selected to monitor the activities shall be present. At this meeting, the monitoring biologist shall identify and discuss the maintenance protocols that apply to the maintenance activities.

At the pre-maintenance meeting, the monitoring biologist shall submit to the MMC and MC a copy of the maintenance plan (reduced to 11"x17") that identifies areas to be protected, fenced, and monitored. This data shall include all planned locations and design of noise attenuation walls or other devices. The monitoring biologist also shall submit a maintenance schedule to the MMC and MC indicating when and where monitoring is to begin and shall notify the MMC of the start date for monitoring.

**Mitigation Measure 4.3.7:** Within three months following the completion of mitigation monitoring, two copies of a written draft report summarizing the monitoring shall be prepared by the monitoring biologist and submitted to the MMC for approval. The draft monitoring report shall describe the results including any remedial measures that were required. Within 90 days of receiving comments from the MMC on the draft monitoring report, the biologist shall submit one copy of the final monitoring report to the MMC.

**Mitigation Measure 4.3.8:** Within six months of the end of an annual storm water facility maintenance program, the monitoring biologist shall complete an annual report which shall be distributed to the following agencies: the City of San Diego DSD, CDFG, RWQCB, USFWS, and Corps. At a minimum, the report shall contain the following information:

- Tabular summary of the biological resources impacted during maintenance and the mitigation;
- Master table containing the following information for each individual storm water facility or segment which is regularly maintained;
- Date and type of most recent maintenance;
- Description of mitigation which has occurred; and
- Description of the status of mitigation which has been implemented for past maintenance activities.

**Mitigation Measure 4.3.9:** Wetland impacts resulting from maintenance shall be mitigated in one of the following ~~three~~two ways: (1) habitat creation, restoration, and/or enhancement ~~concurrent with maintenance,~~ (2) habitat creation, restoration, and/or enhancement prior to maintenance, or (3) mitigation credits. The amount of mitigation ~~When mitigation is proposed to be accomplished through concurrent creation, restoration or enhancement, the amount of planting shall be in accordance with ratios in Table 4.3-10 unless different mitigation ratios are required by state or federal agencies with jurisdiction over the impacted wetlands. In this event, the mitigation ratios required by these agencies will supersede, and not be in addition to, the ratios defined in Table 4.3-10. When previously created, restored or enhanced wetland habitat is proposed to be used for mitigation, the ratio shall be 1:1, provided the habitat has been determined to be successfully established by the ADD Environmental Designee in consultation with the Resource Agencies prior to commencing the maintenance activity. Mitigation credits may be used at a ratio of 1:1, provided the mitigation credits are from a mitigation bank which has been approved by the Resource Agencies.~~ No maintenance shall commence until the ADD Environmental Designee has



determined that mitigation proposed for a specific maintenance activity meets one of these three two options.

Table 4.3-10 WETLAND MITIGATION RATIOS	
WETLAND TYPE	MITIGATION RATIO <sup>†</sup>
Southern riparian forest	3:1
Southern sycamore riparian woodland	3:1
Riparian woodland	3:1
Coastal saltmarsh	4:1
Coastal brackish marsh	4:1
Southern willow scrub	2:1
Mule fat scrub	2:1
Riparian scrub <sup>1</sup>	2:1
Freshwater marsh <sup>2</sup>	<del>4</del> :1
Cismontane alkali marsh	4:1
Disturbed wetland	<del>4</del> :1
Streambed/natural flood channel	NA <del>2</del> :1

<sup>1</sup> Mitigation ratio within the Coastal Zone will be 3:1

<sup>2</sup> Mitigation ratio within the Coastal Zone will be 4:1<sup>†</sup> Mitigation done in advance or through purchase of mitigation credits would be at a 1:1 ratio.

Mitigation locations for wetland impacts shall be selected using the following order of preference, based on the best mitigation value to be achieved.

1. Within impacted watershed, within City limits.
2. Within impacted watershed, outside City limits on City-owned or other publicly-owned land.
3. Outside impacted watershed, within City limits.
4. Outside impacted watershed, outside City limits on City-owned or other publically-owned land.

In order to mitigate for impacts in an area outside the limits of the watershed within which the impacts occur, the SWD must demonstrate to the satisfaction of the ADD Environmental Designee in consultation with the Resource Agencies that no suitable location exists within the impacted watershed.

**Mitigation Measure 4.3.10:** Whenever maintenance will impact wetland vegetation, a wetland mitigation plan shall be prepared in accordance with the Conceptual Wetland Restoration Plan contained in Appendix H of the Biological Technical Report, included as Appendix D.3 of the PEIR.

Mitigation which involves habitat enhancement, restoration or creation shall include a wetland mitigation plan containing the following information:

- Conceptual planting plan including planting zones, grading, and irrigation;
- Seed mix/planting palette;
- Planting specifications;
- Monitoring program including success criteria; and
- Long-term maintenance and preservation plan.

Mitigation which involves habitat acquisition and preservation shall include the following:

- Location of proposed acquisition;
- Description of the biological resources to be acquired including support for the conclusion that the acquired habitat mitigates for the specific maintenance impact; and
- Documentation that the mitigation area would be adequately preserved and maintained in perpetuity.

Mitigation which involves the use of mitigation credits shall include the following:

- Location of the mitigation bank;
- Description of the credits to be acquired including support for the conclusion that the acquired habitat mitigates for the specific maintenance impact; and
- Documentation that the credits are associated with a mitigation bank which has been approved by the appropriate Resource Agencies.

**Mitigation Measure 4.3.11:** Upland impacts shall be mitigated through payment into the City's Habitat Acquisition Fund, acquisition and preservation of specific land, or purchase of mitigation credits in accordance with the ratios identified in Table 4.3-11. Upland mitigation shall be completed within six months of the date the related maintenance has been completed.

Vegetation Type	Tier	Location of Impact with Respect to the MHPA	
		Inside	Outside
Coast live oak woodland	I	2:1	1:1
Scrub oak chaparral	I	2:1	1:1
Southern foredunes	I	2:1	1:1
Beach	I	2:1	1:1
Diegan coastal sage scrub	II	1:1	1:1
Coastal sage-chaparral scrub	II	1:1	1:1
Broom baccharis scrub	II	1:1	1:1
Southern mixed chaparral	IIA	1:1	0.5:1
Non-native grassland	IIIB	1:1	0.5:1
Eucalyptus woodland	IV	--	--
Non-native vegetation/ornamental	IV	--	--
Disturbed habitat/ruderal	IV	--	--
Developed	IV	--	--

<sup>1</sup>Assumes mitigation occurs within an MHPA

**Mitigation Measure 4.3.12:** Loss of habitat for the coastal California gnatcatcher shall be mitigated through the acquisition of suitable habitat or mitigation credits at a ratio of 1:1. Mitigation shall take place within the MHPA, and shall be accomplished within six months of the date maintenance is completed.

**Mitigation Measure 4.3.13:** Prior to commencing any maintenance activity which may impact sensitive biological resources, the monitoring biologist shall verify that the following actions have been taken, as appropriate:

- Fencing, flagging, signage, or other means to protect sensitive resources to remain after maintenance have been implemented;
- Noise attenuation measures needed to protect sensitive wildlife are in place and effective; and/or
- Nesting raptors have been identified and necessary maintenance setbacks have been established if maintenance is to occur between January 15 and August 31.

The designated biological monitor shall be present throughout the first full day of maintenance, whenever mandated by the associated IBA. Thereafter, through the duration of the maintenance activity, the monitoring biologist shall visit the site weekly to confirm that measures required to protect sensitive resources (e.g., flagging, fencing, noise barriers) continue to be effective. The monitoring biologist shall document monitoring events via a Consultant Site Visit Record. This record shall be sent to the MM each month. The MM will forward copies to MMC.

**Mitigation Measure 4.3.14:** Whenever off-site mitigation would result in a physical disturbance to the proposed mitigation area, the City will conduct an environmental review of the proposed mitigation plan in accordance with CEQA. If the off-site mitigation would have a significant impact on biological resources associated with the mitigation site, mitigation measures will be identified and implemented in accordance with the MMRP resulting from that CEQA analysis.

**Mitigation Measure 4.3.15:** Impacts to listed or endemic sensitive plant species shall be offset through implementation of one or a combination of the following actions:

- Impacted plants would be salvaged and relocated;
- Seeds from impacted plants would be collected for use at an off-site location;
- Off-site habitat that supports the species impacted shall be enhanced and/or supplemented with seed collected on site; and/or
- Comparable habitat at an off-site location shall be preserved.

Mitigation which involves relocation, enhancement or transplanting sensitive plants shall include the following:

- Conceptual planting plan including grading and, if appropriate, temporary irrigation;
- Planting specifications;
- Monitoring Program including success criteria; and
- Long-term maintenance and preservation plan.

**Mitigation Measure 4.3.16:** Maintenance activities shall not occur within the following areas:

- 300 feet from any nesting site of Cooper's hawk (*Accipiter cooperii*);
- 1,500 feet from known locations of the southern pond turtle (*Clemmys marmorata pallida*);
- 900 feet from any nesting sites of northern harriers (*Circus cyaneus*);
- 4,000 feet from any nesting sites of golden eagles (*Aquila chrysaetos*); or
- 300 feet from any occupied burrow or burrowing owls (*Athene cunicularia*).

**Mitigation Measure 4.3.17:** If evidence indicates the potential is high for a listed species to be present, based on historical records or site conditions, then clearing, grubbing, or grading (inside and outside the MHPA) shall be restricted during the breeding season where development may impact the following species:

- Light-footed clapper rail (between February 15 and August 15);
- Western snowy plover (between March 1 and September 15);
- Least tern (between April 1 and September 15);
- Cactus wren (between February 15 and August 15); or
- Tricolored black bird (between March 1 and August 1.

When other sensitive species, including, but not limited to, the arroyo toad, burrowing owl, or Quino checkerspot butterfly are known or suspected to be present all appropriate protocol surveys and mitigation measures shall be implemented.

**Mitigation Measure 4.3.18:** If a subject species is not detected during the protocol survey, the qualified biologist shall submit substantial evidence to the ADD Environmental Designee and an applicable resource agency which demonstrates whether or not mitigation measures such as noise walls are necessary between the dates stated above for each species. If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

**Mitigation Measure 4.3.19:** If the SWD chooses not to do the required surveys, then it shall be assumed that the appropriate avian species are present and all necessary protection and mitigation measures shall be required as described in Mitigation Measure 4.3.21

**Mitigation Measure 4.3.20:** If no surveys are completed and no sound attenuation devices are installed, it will be assumed that the habitat in question is occupied by the appropriate species and that maintenance activities would generate more than 60dB(A)  $L_{eq}$  within the habitat requiring protection. All such activities adjacent to the protected habitat shall cease for the duration of the breeding season of the appropriate species and a qualified biologist shall establish a limit of work.

**Mitigation Measure 4.3.21:** If maintenance occurs during the raptor breeding season (January 15 to August 31), a pre-maintenance survey for active raptor nests shall be conducted in areas supporting suitable habitat. If active raptor nests are found, maintenance shall not occur within 300 feet of a Cooper's hawk nest, 900 feet of a northern harrier's nest, or 500 feet of any other raptor's nest until any fledglings have left the nest.

**Mitigation Measure 4.3.22:** If removal of any eucalyptus trees or other trees used by raptors for nesting within a maintenance area is proposed during the raptor breeding season (January 15 through August 31), a qualified biologist shall ensure that no raptors are nesting in such trees. If

maintenance occurs during the raptor breeding season, a pre-maintenance survey shall be conducted and no maintenance shall occur within 300 feet of any nesting site of Cooper's hawk or other nesting raptor until the young fledge. Should the biologist determine that raptors are nesting, the trees shall not be removed until after the breeding season. In addition, if removal of grassland or other habitat appropriate for nesting by northern harriers, a qualified biologist shall ensure that no harriers are nesting in such areas. If maintenance occurs during the raptor breeding season, a pre-maintenance survey shall be conducted and no maintenance shall occur within 900 feet of any nesting site of northern harrier until the young fledge.

**Mitigation Measure 4.3.23:** If maintenance activities would occur at known localities for listed fish species or within suitable habitat for other highly sensitive aquatic species (i.e., southwestern pond turtle), avoidance or minimization measures (i.e., exclusionary fencing, dewatering of the activity area, live-trapping, and translocation to suitable habitat) must be implemented.

**Mitigation Measure 4.3.24:** If maintenance activities will occur within areas supporting listed and/or narrow endemic plants, the boundaries of the plant populations designated sensitive by the resource agencies will be clearly delineated with flagging or temporary fencing that must remain in place for the duration of the activity.

**Mitigation Measure 4.3.25:** In order to avoid impacts to nesting avian species, including those species not covered by the MSCP, maintenance within or adjacent to avian nesting habitat shall occur outside of the avian breeding season (January 15 to August 31) unless postponing maintenance would result in a threat to human life or property.

## **HISTORICAL RESOURCES**

Potential impacts to historical resources would be reduced to below a level of significance through implementation of the following mitigation measures.

**Mitigation Measure 4.4.1:** Prior to commencement of the first occurrence of maintenance activity within a drainage facility included in the Master Program, an archaeologist, meeting the qualifications specified by the City's HRG, shall determine the potential for significant historical resources to occur in the maintenance area. If the archaeologist determines that the potential is moderate to high, an IHA shall be prepared. Based on the IMP for the proposed maintenance activity, the archaeologist shall determine the APE, which shall include access, staging, and maintenance areas. The IHA shall include a field survey of the APE with a Native American monitor, using the standards of the City's HRG. In addition, the archaeologist shall request a record search from the SCIC. Based on the results of the field survey and record search, the archaeologist shall conduct an archaeological testing program for any identified historical resources, using the standards of the City's HRG. If significant historical resources are identified, they shall be taken to the Historical Resources Board for designation as Historic Sites. Avoidance or implementation of an Archaeological Data Recovery Program (ADRP) and Archaeological Monitoring Program shall be required to mitigate project impacts to significant historical resources. The archaeologist shall prepare a report in accordance with City guidelines. At a minimum, the IHA report shall include:

- Description of maintenance to be performed, including length, width, and depth;

- Prehistory and History Background Discussion;
- Results of Record Search;
- Survey Methods;
- Archaeological Testing Methods;
- Impact Analysis; and
- Mitigation Recommendations, including avoidance or implementation of an ADRP and archaeological monitoring program.

In the event that the IHA indicates that no significant historical resources occur within the APE, or have the potential to occur within the APE, no further action shall be required.

**Mitigation Measure 4.4.2:** Prior to initiating any maintenance activity where the IHA identifies existing significant historical resources within the APE, the following actions shall be taken.

**4.4.2.1** The Storm Water Department shall select a Principal Investigator (PI), who shall be approved by the ADD Environmental Designee. The PI must meet the requirements of the City's HRG.

**4.4.2.2** Mitigation recommendations from the IHA shall be incorporated into the IMP to the satisfaction of the PI and the ADD Environmental Designee. Typical mitigation measures shall include but not be limited to: delineating resource boundaries on maintenance plans; implementing protective measures such as fencing, signage or capping; and selective monitoring during maintenance activities.

**4.4.2.3** If impacts to significant historical resources cannot be avoided, the PI shall prepare an Archaeological Research Design and Data Recovery Program (ARDDRP) for the affected resources, with input from a Native American consultant, and the ARDDRP shall be approved by the ADD Environmental Designee. Based on the approved research design, a phased excavation program shall be conducted, which will include the participation of a Native American. The sample size to be excavated shall be determined by the PI, in consultation with City staff. The sample size shall vary with the nature and size of the archaeological site, but need not exceed 15 percent of the overall resource area. The area involved in the ARDDRP shall be surveyed, staked and flagged by the archaeological monitor, prior to commencing maintenance activities which could affect the identified resources.

**4.4.2.4** A pre-maintenance meeting shall be held on-site prior to commencing any maintenance that may impact a significant historical resource. The meeting shall include representatives from the PI, the Native American consultant, Storm Water Department, Mitigation Monitoring Coordinator (MMC), Resident Engineer (RE), and Maintenance

Contractor (MC). The PI shall explain mitigation measures which must be implemented during maintenance. The PI shall also confirm that all protective measures (e.g. fencing, signage or capping) are in place.

**4.4.2.5** If human remains are discovered in the course of conducting the ARDDRP, work shall be halted in that area and the following procedures set forth in the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) will be taken:

- The PI shall notify the RE, and the MMC. The MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS).
- The PI shall notify the Medical Examiner, after consultation with the RE, either in person or via telephone.
- Work will be redirected away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner, in consultation with the PI, concerning the provenience of the remains.
- The Medical Examiner, in consultation with the PI, shall determine the need for a field examination to determine the provenience.
- If a field examination is not warranted, the Medical Examiner shall determine, with input from the PI, if the remains are or are most likely to be of Native American origin.
- If Human Remains are determined to be Native American, the Medical Examiner shall notify the Native American Heritage Commission (NAHC). The NAHC shall contact the PI within 24 hours after the Medical Examiner has completed coordination. The NAHC will identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information. The PI will coordinate with the MLD for additional coordination. If (1) the NAHC is unable to identify the MLD, or the MLD fails to make a recommendation within 24 hours after being notified by the Commission; or (2) the landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, then the landowner or their authorized representative shall re-inter the human remains and all associated grave goods with appropriate dignity, on the property in a location not subject to subsurface disturbance. Information on this process will be provided to the NAHC.
- If Human Remains are not Native American, the PI shall contact the Medical Examiner and notify them of the historic era context of the burial. The Medical Examiner shall determine the appropriate course of action with the PI and City staff (PRC 5097.98). If the remains are of historic origin, they shall be appropriately removed and conveyed to the Museum of Man for analysis. The decision for reinterment of the human remains shall be made in consultation with MMC, EAS, the landowner, and the Museum.



**4.4.2.6** The PI shall be responsible for ensuring: (1) that all cultural materials collected are cleaned, catalogued and permanently curated with an appropriate institution; (2) that a letter of acceptance from the curation institution has been submitted to MMC; (3) that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; (4) that faunal material is identified as to species; and (5) that specialty studies are completed, as appropriate. Curation of artifacts associated with the survey, testing and/or data recovery for this project shall be completed in consultation with LDR and the Native American representative, as applicable.

**4.4.2.7** The Archaeologist shall be responsible for updating the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B associated with the ARDDRP in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the SCIC with the Final Results Report.

**4.4.2.8** The PI shall prepare a Draft Results Report (even if negative) that describes the results, analysis and conclusions of the ARDDRP (with appropriate graphics). The MMC shall return the Draft Results Report to the PI for revision or for preparation of the Final Report. The PI shall submit the revised Draft Results Report to MMC for approval. The MMC shall provide written verification to the PI of the approved report. The MMC shall notify the RE of receipt of all Draft Result Report submittals and approvals. The MMC shall notify the RE of receipt of the Final Results Report.

**Mitigation Measure 4.4.3:** Prior to initiating any maintenance activity where the IHA identifies a moderate to high potential for the occurrence of significant historical resources within the APE, the following actions shall be taken:

**4.4.3.1 Prior to Permit Issuance or Bid Opening/Bid Award**

**A. Entitlements Plan Check**

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable maintenance documents through the plan check process.

**B. Letters of Qualification have been submitted to ADD**

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.

3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

#### **4.4.3.2 Prior to Start of Maintenance**

##### **A. Verification of Records Search**

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 1/4 mile radius.

##### **B. PI Shall Attend Pre-maintenance Meetings**

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Pre-maintenance Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Maintenance Manager (MM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Pre-maintenance Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Maintenance Manager and/or Grading Contractor.
  - a. If the PI is unable to attend the Pre-maintenance Meeting, the Applicant shall schedule a focused Pre-maintenance Meeting with MMC, the PI, RE, MM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored  
Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate maintenance documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.  
The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).  
MMC shall notify the PI that the AME has been approved.

4. When Monitoring Will Occur
  - a. Prior to the start of any work, the PI shall also submit a maintenance schedule to MMC through the RE indicating when and where monitoring will occur.
  - b. The PI may submit a detailed letter to MMC prior to the start of work or during maintenance requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final maintenance documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Maintenance Schedule

After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Maintenance Schedule from the MM.

#### ***4.4.3.3 During Maintenance***

- A. Monitor Shall be Present During Grading/Excavation/Trenching
  1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Maintenance Manager is responsible for notifying the RE, PI, and MMC of changes to any maintenance activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
  2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Sections 4.4.3.3.B-C and 4.4.3.4-A-D shall commence.
  3. The PI may submit a detailed letter to MMC during maintenance requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
  4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the MM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section 4.4.3.4 below.
  - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
  - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, MM and RE. ADRP and any mitigation must be approved by MMC, RE and/or MM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
    - (1).Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
  - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
    - (1).Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
    - (2).Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

1. Procedures for documentation, curation and reporting
  - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
  - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section 4.4.3.6-A.
  - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
  - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

**4.4.3.4 Discovery of Human Remains**

*If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:*

A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.

3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
  2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
  3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
  4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
  5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
    - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
    - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
    - c. To protect these sites, the landowner shall do one or more of the following:
      - (1) Record the site with the NAHC;
      - (2) Record an open space or conservation easement; or
      - (3) Record a document with the County.
    - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 4.4.3.5.c., above.
- D. If Human Remains are **NOT** Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
  2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
  3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

#### 4.4.3.5 Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
  - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the Pre-maintenance meeting.
  - 2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections 4.4.3.3 - During Maintenance, and 4.4.3.4 - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
    - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Sections 4.4.3.3 During Maintenance and 4.4.3.4- Discovery of Human Remains shall be followed.
    - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section 4.4.3.3-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of maintenance
  - 1. The Maintenance Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

#### 4.4.3.6 Post Maintenance

- A. Submittal of Draft Monitoring Report
  - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
  - b. Recording Sites with State of California Department of Parks and Recreation  
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  4. MMC shall provide written verification to the PI of the approved report.
  5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued.
  2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
  2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section 4.4.3.4 – Discovery of Human Remains, Subsection C.
  3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.



D. Final Monitoring Report(s)

1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

**LAND USE**

Potential impacts to land use policies in the City's General Plan would be reduced to below a level of significance through implementation of the following mitigation measures.

***Mitigation Measure 4.1.1:*** Prior to commencing maintenance on any storm water facility within, or immediately adjacent to, a Multi-Habitat Planning Area (MHPA), the ADD Environmental Designee shall verify that all MHPA boundaries and limits of work have been delineated on all maintenance documents.

***Mitigation Measure 4.1.2:*** A qualified biologist (possessing a valid Endangered Species Act Section 10(a)(1)(a) recovery permit) shall survey those habitat areas inside and outside the MHPA suspected to serve as habitat (based on historical records or site conditions) for the coastal California gnatcatcher, least Bell's vireo and/or other listed species. Surveys for the appropriate species shall be conducted pursuant to the protocol survey guidelines established by the U.S. Fish and Wildlife Service. When other sensitive species, including, but not limited to, the arroyo toad, burrowing owl, or Quino checkerspot butterfly are known or suspected to be present all appropriate protocol surveys and mitigation measures identified in Subchapter 4.3, Biological Resources, required shall be implemented.

***Mitigation Measure 4.1.3:*** If a listed species is located within 500 feet of a proposed maintenance activity and maintenance would occur during the associated breeding season, an analysis of the noise generated by maintenance activities shall be completed by a qualified acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the ADD Environmental Designee. The analysis shall identify the location of the 60 dB(A)  $L_{eq}$  noise contour on the maintenance plan. The report shall also identify measures to be undertaken during maintenance to reduce noise levels.

***Mitigation Measure 4.1.4:*** Based on the location of the 60 dB(A)  $L_{eq}$  noise contour and the results of the protocol surveys, the Project Biologist shall determine if maintenance has the potential to impact breeding activities of listed species. If one or more of the following species are determined to be significantly impacted by maintenance, then maintenance (inside and outside the MHPA) shall avoid the following breeding seasons unless it is determined that maintenance is needed to protect life or property.

- Coastal California gnatcatcher (between March 1 and August 15 inside the MHPA only; no restrictions outside MHPA);

- Least Bell's vireo (between March 15 and September 15); and
- Southwestern willow flycatcher (between May 1 and September 1).

**Mitigation Measure 4.1.5:** If maintenance is required during the breeding season for a listed bird to protect life or property, then the following conditions must be met:

- At least two weeks prior to the commencement of maintenance activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from maintenance activities shall not exceed 60 dB(A) hourly average at the edge of occupied habitat. Concurrent with the commencement of maintenance activities and the maintenance of necessary noise attenuation facilities, noise monitoring shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 dB(A) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated maintenance activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season of the subject species, as noted above.
- Maintenance noise shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the maintenance activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the ADD, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of maintenance equipment and the simultaneous use of equipment.
- Prior to the commencement of maintenance activities that would disturb sensitive resources during the breeding season, the biologist shall ensure that all fencing, staking and flagging identified as necessary on the ground have been installed properly in the areas restricted from such activities.
- If noise attenuation walls or other devices are required to assure protection to identified wildlife, then the biologist shall make sure such devices have been properly constructed, located and installed.

**Mitigation Measure 4.1.6:** A pre-maintenance meeting shall be held with the Maintenance Contractor, City representative and the Project Biologist. The Project Biologist shall discuss the sensitive nature of the adjacent habitat with the crew and subcontractor. Prior to the pre-maintenance meeting, the following shall be completed:

- The Storm Water Division (SWD) shall provide a letter of verification to the Mitigation Monitoring Coordination Section stating that a qualified biologist, as defined in the City of San Diego Biological Resources Guidelines, has been retained to implement the

projects MSCP monitoring Program. The letter shall include the names and contact information of all persons involved in the Biological Monitoring of the project. At least thirty days prior to the pre-maintenance meeting, the qualified biologist shall submit all required documentation to MMC, verifying that any special reports, maps, plans and time lines, such as but not limited to, revegetation plans, plant relocation requirements and timing, MSCP requirements, avian or other wildlife protocol surveys, impact avoidance areas or other such information has been completed and updated.

- The limits of work shall be clearly delineated. The limits of work, as shown on the approved maintenance plan, shall be defined with orange maintenance fencing and checked by the biological monitor before initiation of maintenance. All native plants or species of special concern, as identified in the biological assessment, shall be staked, flagged and avoided within Brush Management Zone 2, if applicable.

**Mitigation Measure 4.1.7:** Maintenance plans shall be designed to accomplish the following.

- Invasive non-native plant species shall not be introduced into areas adjacent to the MHPA. Landscape plans shall contain non-invasive native species adjacent to sensitive biological areas, as shown on the approved maintenance plan.
- All lighting adjacent to, or within, the MHPA shall be shielded, unidirectional, low pressure sodium illumination (or similar) and directed away from sensitive areas using appropriate placement and shields. If lighting is required for nighttime maintenance, it shall be directed away from the preserve and the tops of adjacent trees with potentially nesting raptors, using appropriate placement and shielding.
- All maintenance activities (including staging areas and/or storage areas) shall be restricted to the disturbance areas shown on the approved maintenance plan. The project biologist shall monitor maintenance activities, as needed, to ensure that maintenance activities do not encroach into biologically sensitive areas beyond the limits of work as shown on the approved maintenance plan.
- No trash, oil, parking or other maintenance-related activities shall be allowed outside the established maintenance areas including staging areas and/or storage areas, as shown on the approved maintenance plan. All maintenance related debris shall be removed off-site to an approved disposal facility.
- Access roads through MHPA-designated areas shall comply with the applicable policies contained in the “Roads and Utilities Construction and Maintenance Policies” identified in Section 1.4.2 of the City’s Subarea Plan.

**Mitigation Measure 4.1.8:** Prior to commencing any maintenance in, or within 500 feet of any area determined to support coastal California gnatcatchers, the ADD Environmental Designee shall verify that the MHPA boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the maintenance plans:

NO MAINTENANCE ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE ADD ENVIRONMENTAL DESIGNEE:

- a. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO MAINTENANCE NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY MAINTENANCE. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
  1. BETWEEN MARCH 1 AND AUGUST 15, MAINTENANCE OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND
  2. BETWEEN MARCH 1 AND AUGUST 15, NO MAINTENANCE ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE MAINTENANCE ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY MAINTENANCE ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF MAINTENANCE ACTIVITIES. PRIOR TO THE COMMENCEMENT OF MAINTENANCE ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR
  3. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF MAINTENANCE ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g.,

BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM MAINTENANCE ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF MAINTENANCE ACTIVITIES AND THE MAINTENANCE OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING\* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED MAINTENANCE ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

\* Maintenance noise shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the maintenance activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the ADD environmental designee, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of maintenance equipment and the simultaneous use of equipment.

b. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:

1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

## **PALEONTOLOGICAL RESOURCES**

Potential impacts to paleontological resources would be reduced to below a level of significance through implementation of the following mitigation measures.

**Mitigation Measure 4.7.1:** Prior to initiating any maintenance activity where significant paleontological resources may occur within the APE, the following actions shall be taken.

### ***4.7.1.1 Prior to Permit Issuance or Bid Opening/Bid Award***

- A. Entitlements Plan Check
  - 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate maintenance documents.
  
- B. Letters of Qualification have been submitted to ADD
  - 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
  - 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
  - 3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

### ***4.7.1.2 Prior to Start of Maintenance***

- A. Verification of Records Search
  - 1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
  - 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
  
- B. PI Shall Attend Pre-maintenance Meetings
  - 1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Pre-maintenance Meeting that shall include the PI, Maintenance Manager (MM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Pre-maintenance Meetings to make comments and/or

suggestions concerning the Paleontological Monitoring program with the Maintenance Manager and/or Grading Contractor.

- a. If the PI is unable to attend the Pre-maintenance Meeting, the Applicant shall schedule a focused Pre-maintenance Meeting with MMC, the PI, RE, MM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate maintenance documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
  - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
  - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
  - a. Prior to the start of any work, the PI shall also submit a maintenance schedule to MMC through the RE indicating when and where monitoring will occur.
  - b. The PI may submit a detailed letter to MMC prior to the start of work or during maintenance requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final maintenance documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Maintenance Schedule  
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Maintenance Schedule from the MM.

#### **4.7.1.3 During Maintenance**

- A. Monitor Shall be Present During Grading/Excavation/Trenching
  1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Maintenance Manager is responsible for notifying the RE, PI, and MMC of changes to any maintenance activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**

2. The PI may submit a detailed letter to MMC during maintenance requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
  3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the MM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
  2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
    - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or MM before ground disturbing activities in the area of discovery will be allowed to resume.
      - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
    - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
    - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
      - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.



- (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting
  - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
  - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section 4.7.1.1-A.
  - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
  - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

**4.7.1.4 Night and/or Weekend Work**

- A. If night and/or weekend work is included in the contract
  1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the Pre-maintenance meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVr and submit to MMC via the RE via fax by 8AM on the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Section 4.7.1.3 - During Maintenance.
    - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section 4.7.1.3 - During Maintenance shall be followed.
    - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section 4.7.1.3-

B, unless other specific arrangements have been made.

- B. If night and/or weekend work becomes necessary during the course of maintenance
  - 1. The Maintenance Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

#### **4.7.1.5 Post Maintenance**

- A. Preparation and Submittal of Draft Monitoring Report
  - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
    - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
    - b. Recording Sites with the San Diego Natural History Museum  
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
  - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  - 4. MMC shall provide written verification to the PI of the approved report.
  - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
  - 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
  - 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
  - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall

return to PI with copy submitted to MMC.

4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)

1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

**WATER QUALITY**

Potential impacts to water quality would be reduced to below a level of significance through implementation of the following mitigation measures.

**Mitigation Measure 4.8.1:** Prior to commencement of any activity within a specific annual maintenance program, a qualified water quality specialist shall prepare an IWQA for each area proposed to be maintained. The IWQA shall be prepared in accordance with the specifications included in the Master Program. If the IWQA indicates that maintenance would impact a water pollutant where the existing level for that pollutant exceeds or is within 25 percent of the standard established by the San Diego Basin Plan, mitigation measures identified in Table 4.8-8 shall be incorporated into the IMP to reduce the impact to within the established standard for that pollutant.

**Table 4.8-8  
MITIGATION MEASURES FOR REDUCED POLLUTANT REMOVAL CAPACITY**

<b><u>Mitigation Measure</u></b>	<b><u>Pollutant Type</u></b>						
	<b><u>Bacteria</u></b>	<b><u>Metals</u></b>	<b><u>Nutrients</u></b>	<b><u>Pesticides</u></b>	<b><u>Sediment</u></b>	<b><u>TDS/ Chloride Sulfates</u></b>	<b><u>Trash</u></b>
<u>Remove kelp on beaches</u>					● —	● —	
<u>Sweep streets</u>	● —	● —	● —	● —	● —	● —	● —
<u>Retrofit residential landscaping to reduce runoff</u>	● —	● —	● —		● —		
<u>Install artificial turf</u>	● —	● —	● —	● —	● —		● —
<u>Install inlet devices on storm drains</u>		● —	● —		● —		
<u>Replace impermeable surfaces with permeable surfaces</u>		● —	● —		● —		● —

**Table 4.8-8 (cont.)**  
**MITIGATION MEASURES FOR REDUCED POLLUTANT REMOVAL CAPACITY**

<b><u>Mitigation Measure</u></b>	<b><u>Pollutant Type</u></b>						
	<b><u>Bacteria</u></b>	<b><u>Metals</u></b>	<b><u>Nutrients</u></b>	<b><u>Pesticides</u></b>	<b><u>Sediment</u></b>	<b><u>TDS/ Chloride Sulfates</u></b>	<b><u>Trash</u></b>
<u>Install modular storm water filtration systems</u>		● —	● —	● —	● —	● —	● —
<u>Install storm water retention basins</u>		● —	● —	● —	● —	● —	● —
<u>Install catch basin media filters</u>		● —	● —		● —	● —	● —
<u>Create vegetated swales</u>	● —	● —	● —	● —	● —	● —	● —
<u>Restore wetlands</u>	● —	● —	● —	● —	● —	● —	● —
<u>Install check dams</u>		● —			● —		● —

**Mitigation Measure 4.8.2:** No maintenance activities within a proposed annual maintenance program shall be initiated before the City’s ADD Environmental Designee and state and federal agencies with jurisdiction over maintenance activities have approved the IMPs and IWQAs including proposed mitigation and BMPs for each of the proposed activities. In their review, the ADD Environmental Designee and agencies shall also confirm that the appropriate maintenance protocols have been incorporated into each IMP.

**Mitigation Measure 4.8.3:** Prior to commencing any activity where the IWQA indicates significant water quality impacts may occur, a pre-maintenance meeting shall be held on site with following in attendance: City’s SWD, MM, MMC, and MC. A qualified water quality specialist shall also be present. At this meeting, the water quality specialist shall identify and discuss mitigation measures, protocols and BMPs identified in the IWQA that must be carried out during maintenance. After the meeting, the water quality specialist shall provide DSD with a letter indicating that the applicable mitigation measures, protocols and BMPs identified in the IWQA have been appropriately implemented.

**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **El Cuervo Del Sur Wetlands Mitigation Project**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
<b>BASE BID</b>							
1	1	LS	524126	2-4.1	Bond (Payment and Performance)	<del> </del>	\$
2	1	LS	561730	9-3.4.1	Mobilization	<del> </del>	\$
3	1	AL		9-3.5	Field Orders - Type II	<del> </del>	\$25,000.00
4	1	LS	561730	700-2.15	Clearing and Grubbing	<del> </del>	\$
5	4,017	CY	238990	300-2.9	Unclassified Excavation and Export	\$	\$
6	815	CY	238990	7-5.3	Unclassified Fill	\$	\$
7	23,168	SF	561730	308-7	Herbaceous Wetland Seed Mix	\$	\$
8	50,026	SF	561730	308-7	Riparian Scrub Seed Mix	\$	\$
9	25,715	SF	561730	308-7	Riparian Transitional Seed Mix	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
10	48	EA	561730	308-7	Populus Fremontii (5 gal)	\$	\$
11	20	EA	561730	308-7	Salix Exigua (1 gal)	\$	\$
12	131	EA	561730	308-7	Salix Gooddingii (1 gal)	\$	\$
13	93	EA	561730	308-7	Salix Laevigata (1 gal)	\$	\$
14	197	EA	561730	308-7	Salix Lasiolepis (1 gal)	\$	\$
15	350	EA	561730	308-7	Baccharis Salicifolia (1 gal)	\$	\$
16	58	EA	561730	308-7	Iva Hayesiana (1 gal)	\$	\$
17	58	EA	561730	308-7	Juncus Acutus SSP Leopoldii (1 gal)	\$	\$
18	30	EA	561730	308-7	Rosa Californica (1 gal)	\$	\$
19	103	EA	561730	308-7	Anemopsis Californica (1 gal)	\$	\$
20	103	EA	561730	308-7	Carex Praegracilis (1 gal)	\$	\$
21	58	EA	561730	308-7	Frankenia Salina (1 gal)	\$	\$
22	103	EA	561730	308-7	Juncus Mexicanus (1 gal)	\$	\$

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
23	58	EA	561730	308-7	Salicornia Virginica (1 gal)	\$	\$
24	58	EA	561730	308-7	Scirpus Acutus (1 gal)	\$	\$
25	58	EA	561730	308-7	Scirpus Americanus (1 gal)	\$	\$
26	2	EA	561730	308-7	Platanus Racemosa (5 gal)	\$	\$
27	2	EA	561730	308-7	Quercus Agrifolia (5 gal)	\$	\$
28	16	EA	561730	308-7	Sambucas Mexicana (5 gal)	\$	\$
29	10	EA	561730	308-7	Heteromeles Arbutifolia (1 gal)	\$	\$
30	79	EA	561730	308-7	Hunter MP3000 / Blue (90° - 210°)	\$	\$
31	8	EA	561730	308-7	Hunter MP3000/ Yellow (210° - 270°)	\$	\$
32	33	EA	561730	308-7	Hunter MP3000/ Gray (360°)	\$	\$
33	45	EA	561730	308-7	Hunter MP2000/ Black (90° - 210°)	\$	\$
34	12	EA	561730	308-7	Hunter MP2000/ Green (210° - 270°)	\$	\$
35	3	EA	561730	308-7	Hunter MP2000/ Red (360°)	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
36	166	EA	561730	308-7	Hunter MP1000/ Maroon (90°-210°)	\$	\$
37	21	EA	561730	308-7	Hunter MP1000 Blue (210° - 270°)	\$	\$
38	6	EA	561730	308-7	Hunter MP1000/ Olive (360°)	\$	\$
39	17	EA	561730	308-7	Hunter MP3500/ Light Brown (90° - 210°)	\$	\$
40	9	EA	561730	308-7	Hunter MP Corner/ Turquoise (45° - 105°)	\$	\$
41	1	EA	561730	308-7	Backflow Enclosure	\$	\$
42	1	EA	561730	308-7	Backflow Prevention Device (Wilkens 975XL RP)	\$	\$
43	1	EA	561730	308-7	Master Valve (Rainbird PEB 2")	\$	\$
44	5	EA	561730	308-7	Rainbird TBOS-CM4/4 Station Battery Operated Controller w/TBOS 2-FTUS Field Transmitter	\$	\$
45	1	EA	561730	308-7	Rainbird TBOS-CM2/2 Station Battery Operated Controller w/TBOS 2-FTUS Field Transmitter	\$	\$
46	9	EA	561730	308-7	PVC Ball Valve (Matco-Norco 770S)	\$	\$
47	1	EA	561730	308-7	Ball Valve (Griswold Isolator BV)	\$	\$
48	18	EA	561730	308-7	Rainbird PEB-PRS-D/Remote Control Valves w/Latching Solenoid	\$	\$



**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
49	1	EA	561730	308-7	Rainbird RSD-BEx/Rain Sensor with Pole, Footing and Mount	\$	\$	
50	3	EA	561730	308-7	Rainbird 44-LRC/Quick Couplers	\$	\$	
51	20,590	SF	561730	308-7	Upland Seed Mix	\$	\$	
52	9,934	LF	561730	308-7	UV Resistant Schedule 40 PVC/Lateral Lines ¾" and Larger	\$	\$	
53	2,917	LF	561730	308-7	UV Resistant Schedule 40 PVC/Mainline 1½" and Larger	\$	\$	
54	600	EA	561730	308-7	#4 Rebar J-hooks Spaced 20' on Center	\$	\$	
55	32	EA	561730	308-7	Wire Connector (Sears dri-splice #DS-100)	\$	\$	
56	1,000	LF	561730	308-7	Electrical wire for irrigation system	\$	\$	
57	1	LS	561730	700-2.15	Construction Fence	<del>    </del>	\$	
58	1	LS	561730	700-2.15	Revegetation Maintenance - 5 years	<del>    </del>	\$	
59	1	LS	541330	701-13.8.4	SWPPP Development (CGP Risk Level 2)	<del>    </del>	\$	
60	1	LS	561730	701-13.8.4	SWPPP Implementation (CGP Risk Level 2)	<del>    </del>	\$	
61	1	AL	541330	701-13.8.4	Permit Fee - Type I	<del>    </del>	\$5,000.00	
<b>ESTIMATED TOTAL BASE BID:</b>							<b>\$</b>	

**BIDDING DOCUMENTS**

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TOTAL BID PRICE FOR BID (Items 1 through 61 inclusive) amount written in words:

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The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: \_\_\_\_\_

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

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**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.

Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Signature: \_\_\_\_\_

## BIDDING DOCUMENTS

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### NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

1

MC  
License ✓  
A, C27

# City of San Diego

CONTRACTOR'S NAME: Natures Image, Inc.  
 ADDRESS: 20361 Hermana Circle, Lake Forest, CA 92630  
 TELEPHONE NO.: (949) 680-4400 FAX NO.: (949) 680-4450  
 CITY CONTACT: Clementina Giordano Contract Specialist, Email: Cgiordano@sanidiego.gov  
Phone No. (619) 533-3481, Fax No. (619) 533-3633  
S. Bracci /B Doringo / LJI

## CONTRACT DOCUMENTS



## FOR

## EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT

VOLUME 2 OF 2

BID NO.: K-15-6195-DBB-3  
 SAP NO. (WBS/IO/CC): 21003616  
 CLIENT DEPARTMENT: 2116  
 COUNCIL DISTRICT: 1  
 PROJECT TYPE: CB

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

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

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1. Bid/Proposal..... 3

2. Bid Bond ..... 6

3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 ..... 7

4. Contractors Certification of Pending Actions ..... 8

5. Equal Benefits Ordinance Certification of Compliance..... 9

6. Proposal (Bid) ..... 10

7. Form AA35 - List of Subcontractors ..... 17

8. Form AA40 - Named Equipment/Material Supplier List ..... 18

**BIDDING DOCUMENTS**

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**PROPOSAL**

**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.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature (Given and surname) of proprietor \_\_\_\_\_
- (3) Place of Business (Street & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_
- (6) Email Address \_\_\_\_\_

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_

**BIDDING DOCUMENTS**

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(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

\_\_\_\_\_  
\_\_\_\_\_

(3) Signature (Note: Signature must be made by a general partner)

\_\_\_\_\_

Full Name and Character of partner

\_\_\_\_\_  
\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

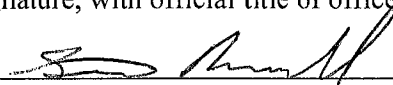
(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted Natures Image, Inc.

(2) Signature, with official title of officer authorized to sign for the corporation:

  
\_\_\_\_\_

(Signature)

Steven Reinoehl

(Printed Name)

Director

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of California

(4) Place of Business (Street & Number) 20361 Hermana Circle

(5) City and State Lake Forest, CA Zip Code 92630

(6) Telephone No. (949) 680-4400 Facsimile No. (949) 680-4450

(7) Email Address office@naturesimage.net

**BIDDING DOCUMENTS**

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**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A & C 27

LICENSE NO. 720513 EXPIRES 3/31/2016

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003271

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

Email Address: office@naturesimage.net

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature  Title Director

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 18 DAY OF May, 2015.

Notary Public in and for the County of Orange, State of California

see attached certificate  
(NOTARIAL SEAL)



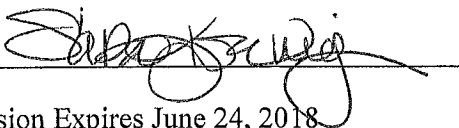
**JURAT**

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)

Subscribed and sworn to (or affirmed) before me on this **18th day of May 2015**, by **Steven Reinoehl**,  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature  (Seal)  
My Commission Expires June 24, 2018



**BIDDING DOCUMENTS**

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Bond No. NATIM-105

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That Natures Image, Inc. as Principal, and The Ohio Casualty 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

El Cuervo Del Sur Wetland, Mitigation Project

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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 8th day of May, 2015

Natures Image, Inc. (SEAL)  
(Principal)

The Ohio Casualty Insurance Company(SEAL)  
(Surety)

By:   
(Signature)

By:   
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 Orange )

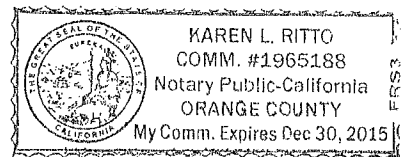
On May 8th, 2015 before me, Karen L. Ritto, Notary Public  
(insert name and title of the officer)

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  (Seal)  
Karen L. Ritto



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6835021

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

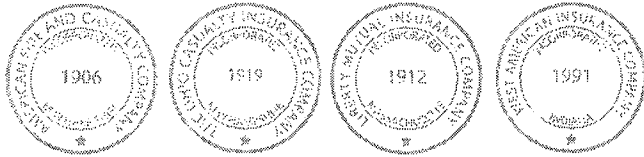
Bond No. NATIM-105

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2015.



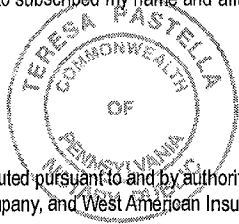
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12th day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of May, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

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



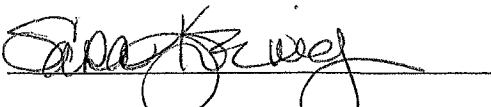
**JURAT**

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)

Subscribed and sworn to (or affirmed) before me on this **18th day of May 2015**, by **Steven Reinoehl**, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature  (Seal)  
My Commission Expires June 24, 2018



**BIDDING DOCUMENTS**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

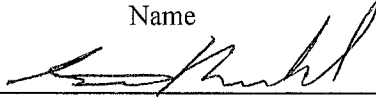
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated 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: Natures Image, Inc.

Certified By Steven Reinoehl Title Director  
Name  
  
Signature Date May 18, 2015

**USE ADDITIONAL FORMS AS NECESSARY**

**BIDDING DOCUMENTS**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
 202 C Street, MS 9A, San Diego, CA 92101  
 Phone (619) 533-3948 Fax (619) 533-3220

**COMPANY INFORMATION**

Company Name: Natures Image, Inc.	Contact Name: John Scatton
Company Address: 20361 Hermana Circle	Contact Phone: 949-680-4400
Lake Forest, CA 92630	Contact Email: 949-680-4450

**CONTRACT INFORMATION**

Contract Title: El Cuervo Del Sur Wetlands Mitigation Project	Start Date: TBD
Contract Number (if no number, state location): K-15-6195-DBB-3	End Date: TBD

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

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

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

John Scatton, Contoller		5/15/2015
Name/Title of Signatory	Signature	Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_  Approved  Not Approved – Reason: \_\_\_\_\_

(Rev 02/15/2011)



**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **El Cuervo Del Sur Wetlands Mitigation Project**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
<b>BASE BID</b>							
1	1	LS	524126	2-4.1	Bond (Payment and Performance)	<del> </del>	\$12,694.00
2	1	LS	561730	9-3.4.1	Mobilization	<del> </del>	\$50,091.00
3	1	AL		9-3.5	Field Orders - Type II	<del> </del>	\$25,000.00
4	1	LS	561730	700-2.15	Clearing and Grubbing	<del> </del>	\$18,053.00
5	4,017	CY	238990	300-2.9	Unclassified Excavation and Export	\$ 38.13	\$ 153,168.21
6	815	CY	238990	7-5.3	Unclassified Fill	\$ 35.02	\$ 28,541.30
7	23,168	SF	561730	308-7	Herbaceous Wetland Seed Mix	\$ 0.09	\$ 2,085.12
8	50,026	SF	561730	308-7	Riparian Scrub Seed Mix	\$ 0.09	\$ 4,502.34
9	25,715	SF	561730	308-7	Riparian Transitional Seed Mix	\$ 0.09	\$ 2,314.35

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
10	48	EA	561730	308-7	Populus Fremontii (5 gal)	\$ 29.55	\$ 1,418.40
11	20	EA	561730	308-7	Salix Exigua (1 gal)	\$ 4.06	\$ 81.20
12	131	EA	561730	308-7	Salix Gooddingii (1 gal)	\$ 4.06	\$ 531.86
13	93	EA	561730	308-7	Salix Laevigata (1 gal)	\$ 4.06	\$ 377.58
14	197	EA	561730	308-7	Salix Lasiolepis (1 gal)	\$ 4.06	\$ 799.82
15	350	EA	561730	308-7	Baccharis Salicifolia (1 gal)	\$ 4.06	\$ 1,421.00
16	58	EA	561730	308-7	Iva Hayesiana (1 gal)	\$ 10.75	\$ <del>623.50</del> <sup>Mc</sup> 623.50
17	58	EA	561730	308-7	Juncus Acutus SSP Leopoldii (1 gal)	\$ 10.75	\$ 623.50
18	30	EA	561730	308-7	Rosa Californica (1 gal)	\$ 10.75	\$ 322.50
19	103	EA	561730	308-7	Anemopsis Californica (1 gal)	\$ 11.60	\$ 1,194.80
20	103	EA	561730	308-7	Carex Praegracilis (1 gal)	\$ 10.75	\$ 1,107.25
21	58	EA	561730	308-7	Frankenia Salina (1 gal)	\$ 13.29	\$ 770.82
22	103	EA	561730	308-7	Juncus Mexicanus (1 gal)	\$ 12.02	\$ 1,238.06

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
23	58	EA	561730	308-7	Salicornia Virginica (1 gal)	\$ 13.29	\$ 770.82
24	58	EA	561730	308-7	Scirpus Acutus (1 gal)	\$ 13.29	\$ 770.82
25	58	EA	561730	308-7	Scirpus Americanus (1 gal)	\$ 13.29	\$ 770.82
26	2	EA	561730	308-7	Platanus Racemosa (5 gal)	\$ 29.55	\$ 59.10
27	2	EA	561730	308-7	Quercus Agrifolia (5 gal)	\$ 38.02	\$ 76.04
28	16	EA	561730	308-7	Sambucas Mexicana (5 gal)	\$ 29.55	\$ 472.80
29	10	EA	561730	308-7	Heteromeles Arbutifolia (1 gal)	\$ 11.60	\$ 116.00
30	79	EA	561730	308-7	Hunter MP3000 / Blue (90° - 210°)	\$ 49.53	\$ 3,912.87
31	8	EA	561730	308-7	Hunter MP3000/ Yellow (210° - 270°)	\$ 49.53	\$ 396.24
32	33	EA	561730	308-7	Hunter MP3000/ Gray (360°)	\$ 49.53	\$ 1,634.49
33	45	EA	561730	308-7	Hunter MP2000/ Black (90° - 210°)	\$ 48.19	\$ 2,168.55
34	12	EA	561730	308-7	Hunter MP2000/ Green (210° - 270°)	\$ 48.19	\$ 578.28
35	3	EA	561730	308-7	Hunter MP2000/ Red (360°)	\$ 48.19	\$ 144.57

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
36	166	EA	561730	308-7	Hunter MP1000/ Maroon (90°-210°)	\$ 48.19	\$ 7,999.54
37	21	EA	561730	308-7	Hunter MP1000 Blue (210° - 270°)	\$ 48.19	\$ 1,011.99
38	6	EA	561730	308-7	Hunter MP1000/ Olive (360°)	\$ 48.19	\$ 289.14
39	17	EA	561730	308-7	Hunter MP3500/ Light Brown (90° - 210°)	\$ 48.19	\$ 819.23
40	9	EA	561730	308-7	Hunter MP Corner/ Turquoise (45° - 105°)	\$ 48.19	\$ 433.71
41	1	EA	561730	308-7	Backflow Enclosure	\$ 1,128.00	\$ 1,128.00
42	1	EA	561730	308-7	Backflow Prevention Device (Wilkins 975XL RP)	\$ 2,400.00	\$ 2,400.00
43	1	EA	561730	308-7	Master Valve (Rainbird PEB 2")	\$ 470.00	\$ 470.00
44	5	EA	561730	308-7	Rainbird TBOS-CM4/4 Station Battery Operated Controller w/TBOS 2-FTUS Field Transmitter	\$ 543.00	\$ 2,715.00
45	1	EA	561730	308-7	Rainbird TBOS-CM2/2 Station Battery Operated Controller w/TBOS 2-FTUS Field Transmitter	\$ 611.00	\$ 611.00
46	9	EA	561730	308-7	PVC Ball Valve (Matco-Norco 770S)	\$ 171.00	\$ 1,539.00
47	1	EA	561730	308-7	Ball Valve (Griswold Isolator BV)	\$ 1,119.00	\$ 1,119.00
48	18	EA	561730	308-7	Rainbird PEB-PRS-D/Remote Control Valves w/Latching Solenoid	\$ 527.00	\$ 9,486.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
49	1	EA	561730	308-7	Rainbird RSD-BEx/Rain Sensor with Pole, Footing and Mount	\$ 832.00	\$ 832.00	
50	3	EA	561730	308-7	Rainbird 44-LRC/Quick Couplers	\$ 299.00	\$ 897.00	
51	20,590	SF	561730	308-7	Upland Seed Mix	\$ 0.07	\$ 1,441.30	
52	9,934	LF	561730	308-7	UV Resistant Schedule 40 PVC/Lateral Lines ¾" and Larger	\$ 1.50	\$ 14,901.00	
53	2,917	LF	561730	308-7	UV Resistant Schedule 40 PVC/Mainline 1½" and Larger	\$ 2.93	\$ 8,546.81	
54	600	EA	561730	308-7	#4 Rebar J-hooks Spaced 20' on Center	\$ 6.90	\$ 4,140.00	
55	32	EA	561730	308-7	Wire Connector (Sears dri-splice #DS-100)	\$ 5.44	\$ 174.08	
56	1,000	LF	561730	308-7	Electrical wire for irrigation system	\$ 2.07	\$ 2,070.00	
57	1	LS	561730	700-2.15	Construction Fence	<del>                    </del>	\$ 25,540.00	
58	1	LS	561730	700-2.15	Revegetation Maintenance - 5 years	<del>                    </del>	\$ 111,512.00	
59	1	LS	541330	701-13.8.4	SWPPP Development (CGP Risk Level 2)	<del>                    </del>	\$ 2,596.00	
60	1	LS	561730	701-13.8.4	SWPPP Implementation (CGP Risk Level 2)	<del>                    </del>	\$ 42,962.00	
61	1	AL	541330	701-13.8.4	Permit Fee - Type I	<del>                    </del>	\$5,000.00	
<b>ESTIMATED TOTAL BASE BID:</b>								\$ 569,464.81

✓ MC

**BIDDING DOCUMENTS**

TOTAL BID PRICE FOR BID (Items 1 through 61 inclusive) amount written in words:

Five Hundred Sixty-Nine Thousand, Four Hundred Sixty-Four and Eighty One Cents

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: A, B, and C

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

Michelle Caruana-President and Secretary; John Caruana-Vice President and Treasurer

Steven Reinoehl-Director; Craig Zaich-Chief Performance Officer; John Scatton-Controller

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.

Bidder: Natures Image, Inc.

Title: Corporation

Business Address: 20361 Hermana Circle, Lake Forest, CA 92630

Place of Business: Lake Forest, California

Place of Residence: Laguna Hills, CA

Signature: 

## BIDDING DOCUMENTS

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### NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Trinity Grading, Inc.</u> Address: <u>P.O Box 1122</u> City: <u>Fallbrook</u> State: <u>CA</u> Zip: <u>92088</u> Phone: <u>(760) 728-2981 ext. 106</u> Email: <u>tlackey@trinitygrading.com</u>	Constructor	CSLB #847643  DIR# 1000000055	Clearing & Grubbing (Partial)  Grading	\$146,100.00	ELBE #11TG0438	CITY	✓
Name: <u>Summit Erosion Control</u> Address: <u>12600 Stowe Dr., #5</u> City: <u>Poway</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>(858) 679-2100</u> Email: <u>info@summiterosion.com</u>	Constructor	CSLB #968404  DIR #1000000425	SWPPP Implementation (Partial)	\$13,300.00	OBE	N/A	✓

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 |  |         |

0.2799  
MC

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   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| 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

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: <u>Imperial Sprinkler Supply</u> Address: <u>1485 N. Manassero St.</u> City: <u>Anaheim</u> State: <u>CA</u> Zip: <u>92807</u> Phone: <u>(714) 792-2920</u> Email: <u>alexanderp@imperialsprinkler.com</u>	Irrigation Parts	\$30,055.00	Yes	No	OBE	N/A
Name: <u>S&amp;S Seeds</u> Address: <u>6155 Carpinteria Ave.</u> City: <u>Carpinteria</u> State: <u>CA</u> Zip: <u>93013</u> Phone: <u>(805) 684-0436</u> Email: <u>gilbertbarajas@ssseeds.com</u>	Seed Material	\$3,010.00	Yes	No	OBE	N/A

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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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.**

*Item 102*  
(R-2016-54)  
*8-4-15*

RESOLUTION NUMBER R- 309917

DATE OF FINAL PASSAGE AUG 07 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO APPROVING AND AUTHORIZING THE  
EXECUTION OF CONSTRUCTION CONTRACT FOR THE EL  
CUERVO DEL SUR WETLANDS MITIGATION PROJECT.

WHEREAS, the Transportation & Storm Water Department performed maintenance in the Soledad Canyon/Sorrento Creek Flintkote Channel in FY 2014 and FY 2015 and the Mission Bay High School and Pacific Beach Dr./Olney Street channels were maintained in FY 2015; and

WHEREAS, compensatory mitigation for maintenance performed at both channels is proposed at the El Cuervo Del Sur Wetlands Mitigation Project within the Los Penasquitos Canyon Preserve; and

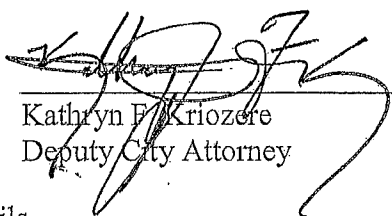
WHEREAS, successful completion of the El Cuervo Del Sur Wetlands Mitigation is required for compliance with a number of mandatory permit conditions related to maintenance performed in FY 2014 and 2015; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the plans and specifications for construction of El Cuervo del Sur Wetlands Mitigation Project, as advertised by the Public Works Department are approved.

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to execute a construction contract with the lowest responsible and reliable bidder in an amount not to exceed \$569,465, contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$569,465 from Fund 100000 – General Fund, Transportation & Storm Water Department – Storm Water Division operating budget, for the purpose of implementing the El Cuervo del Sur Wetlands Mitigation Project, contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: JAN I. GOLDSMITH, City Attorney

By   
Kathryn F. Kriozere  
Deputy City Attorney

KFK:jl  
July 16, 2015  
Or.Dept:[Dept]  
CC No. 3000008010  
Doc. No.: 1063967

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of AUG 04 2015.

ELIZABETH S. MALAND  
City Clerk

By   
Deputy City Clerk

Approved: 8/6/15  
(date)

  
KEVIN L. FAULCONER, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

The City of San Diego  
 COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO.: CC 3000008010  
2116

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_

Purpose: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$569,465.00

Vendor: Natures Image, Inc.

Purpose: E1472 - To authorize the expenditures of funds not to exceed \$569,465.00 to Natures Image, Inc for the implementation of the El Cuervo del Sur Wetlands Mitigation Project.

Date: July 9, 2015 By: Van Nguyen

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
001		100000		512059	OTHR-00000000-SH	2116	2116121120		\$569,465.00
TOTAL AMOUNT									\$569,465.00

FUND OVERRIDE

CC 3000008010

Passed by the Council of The City of San Diego on AUG 4 2015, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage AUG 07 2015.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

(Seal)

By *Mary Fernandez*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 309917

