

# City of San Diego

**CONTRACTOR'S NAME:** IO Environmental & Infrastructure, Inc.

**ADDRESS:** 2840 Adams Avenue, Suite 301, San Diego, California 92116

**TELEPHONE NO.:** 6192803278

**FAX NO.:**

**CITY CONTACT:** Abel Martinez, Contract Specialist, Email: [martinezabel@sandiego.gov](mailto:martinezabel@sandiego.gov)

Phone No. (619) 533-5270

A. Brewster / F. Kabro / R. Sigston

## BIDDING DOCUMENTS



FOR

## LOS PEÑASQUITOS CANYON PRESERVE PHASE II ENHANCEMENT PROJECT

BID NO.: L-24-2200-DBB-2-A

SAP NO. (WBS/IO/CC): 21005027

CLIENT DEPARTMENT: 2114

COUNCIL DISTRICT: 6

PROJECT TYPE: GG

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

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- COMPETITION RESTRICTED TO: SLBE-ELBE  or ELBE FIRMS ONLY
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP

**BID DUE DATE:**

**2:00 PM**

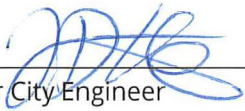
**NOVEMBER 14, 2023**

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

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

**ENGINEER OF WORK**

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

  
\_\_\_\_\_  
For City Engineer

10/3/23  
Date

Seal:



## TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	4
2. NOTICE INVITING BIDS.....	5
3. INSTRUCTIONS TO BIDDERS .....	7
4. PERFORMANCE AND PAYMENT BONDS .....	17
5. ATTACHMENTS:	
A. SCOPE OF WORK.....	20
B. RESERVED.....	23
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM .....	24
D. PREVAILING WAGE.....	44
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	49
1. Appendix A - Environmental Documents.....	81
2. Appendix B - Fire Hydrant Meter Program .....	82
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	96
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	98
5. Appendix E - Vicinity Map.....	101
6. Appendix F - Sample Archaeology Invoice.....	103
7. Appendix G - Sample of Public Notice .....	106
8. Appendix H - Performance Standards – Implementation and 120 Calendar Day PEP.....	108
F. RESERVED.....	113
G. CONTRACT AGREEMENT .....	114
6. CERTIFICATIONS AND FORMS.....	117

## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder’s attention is directed to the City’s Municipal Code §22.0807(d)(2) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5 PM 1 working day after bid opening	ALL BIDDERS
7.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
8.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
9.	Listing of “Other Than First Tier” Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Los Peñasquitos Canyon Preserve Phase II Enhancement Project**. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This solicitation is open only to City-certified **SLBE/ELBE** firms on the City's approved Prequalified Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$558,300**.
4. **BID DUE DATE AND TIME ARE: NOVEMBER 14, 2023 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT(S):** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A** or **C-27**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
  - 7.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
  - 7.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:  
  
**Total voluntary subcontractor participation percentage for this project is 10%.**
8. **PRE-BID SITE VISIT:** All those wishing to submit a bid are **ENCOURAGED** to visit the Work Site with the Project Manager. 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 Purchasing & Contracting Department, Public Works Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid Site Visit is scheduled as follows:  
  
**Time: 9:00 AM**  
**Date: October 17, 2023**  
**Location: 10961 Lopez Ridge Way, San Diego, CA 92121**  
**(The meeting location will be the cul-de-sac at the end of Lopez Ridge Way)**
9. **AWARD PROCESS:**
  - 9.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
  - 9.2. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the

date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.

- 9.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 9.4. The low Bid will be determined by the Base Bid.
- 9.5. Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

**10. SUBMISSION OF QUESTIONS:**

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

[martinezabel@sandiego.gov](mailto:martinezabel@sandiego.gov)

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

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

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

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



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

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

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

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

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

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

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

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

**4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

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

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) <a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	2014	ECPD081023-07
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, “Self-Performance”, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

**12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

**12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **“Subcontractors For Alternates”** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.

**13. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-6, “Trade Names” in The WHITEBOOK and as amended in the SSP.

**14. AWARD:**

**14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

- 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:  
Purchasing & Contracting Department, Public Works Division  
1200 3rd Ave., Suite 200, MS 56P  
San Diego, California, 92101  
To the Attention of the Contract Specialist on the Front Page of this solicitation.

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

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

**21. BID RESULTS:**

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

**22. THE CONTRACT:**

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

who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

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



Bond No. 0100442  
Premium: \$12,126  
Premium will be adjusted based  
on final contract amount

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

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

IO Environmental & Infrastructure, Inc., a corporation, as principal, and  
Developers Surety and Indemnity 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 THIRTY EIGHT THOUSAND NINE HUNDRED TWENTY NINE DOLLARS AND TWENTY  
SEVEN CENTS (\$538,929.27)** for the faithful performance of the annexed contract, and in the sum of  
**FIVE HUNDRED THIRTY EIGHT THOUSAND NINE HUNDRED TWENTY NINE DOLLARS AND TWENTY  
SEVEN CENTS (\$538,929.27)** for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

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

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

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

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

The Surety shall not utilize the Principal in completing the improvements and work specified  
in the Agreement in the event the City terminates the Principal for default.

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

**THE CITY OF SAN DIEGO**

By: *Stephen Samara*

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

Date: 2/15/2024

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney

By: *Chad Colton*

Print Name: Chad Colton  
Deputy City Attorney

Date: 2/22/2024

**CONTRACTOR**

IO Environmental & Infrastructure, Inc.

By: *Mary S Blodgett*

Print Name: Mary S Blodgett

Date: 11-29-23

**SURETY** Developers Surety and Indemnity Company

By: *Anne Wright*  
Attorney-In-Fact

Print Name: Anne Wright, Attorney-in-Fact

Date: November 27, 2023

Agent: 2355 Northside Drive, Suite 200, San Diego, CA 92108

Local Address of Surety

Agent: (619) 937-0164

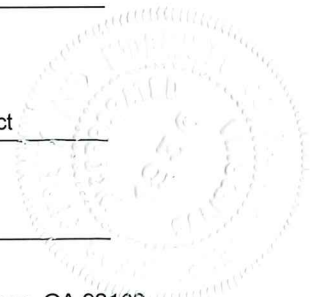
Local Phone Number of Surety

\$12,126

Premium

0100442

Bond Number



**POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212)220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Matt Gaynor, Anne Wright and Andy Roberts, of San Diego, CA

as its true and lawful Attorney, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective November 27, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on November 3, 2022.

RESOLVED, that Sam Zaza, Senior Vice President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this December 5, 2022.

By: [Signature]  
Printed Name: Sam Zaza  
Title: Senior Vice President, Surety



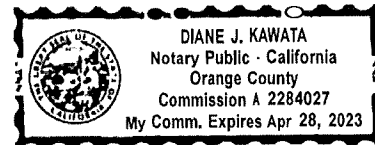
STATE OF California COUNTY OF Orange

On this 5<sup>th</sup> day of December, 2022 before me, Diane J. Kawata, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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: [Signature: Diane J. Kawata]



**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this 22 day of November, 2022.

DocuSigned by:  
[Signature: Barry W. Moses]  
By: 6B6416E7ADE64BC

Barry W. Moses, Assistant Secretary

POA No. \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California  
County of San Diego )

On November 27, 2023 before me, Lauren Craig, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



## ACKNOWLEDGMENT

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

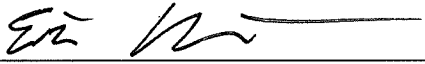
State of California  
County of San Diego )

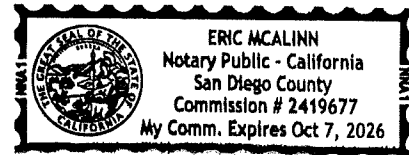
On November 29, 2023 before me, Eric McAlinn, Notary Public  
(insert name and title of the officer)

personally appeared Mike Bilodeau,  
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)



## ATTACHMENTS

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

## SCOPE OF WORK

### 1. SCOPE OF WORK:

The Contractor shall be responsible for the implementation of the project in conformance with the performance Standards, the Project Habitat Mitigation and Monitoring Plan (HMMP), the Project Exhibits, relevant regulatory agency permit requirements (provided in GSuite Link subsection 1.1.2 of this Attachment), and specifications herein.

Los Peñasquitos Canyon Preserve Phase II Enhancement Project consists of enhancement of riparian resources located within the Los Peñasquitos Canyon Preserve. Enhancement shall be conducted within the Primary Enhancement Area, a 20-ft wide buffer area, and within the parallel sewer easement as shown on Project Exhibits.

The Contractor will work in conjunction with the Qualified Biologist & Qualified Acoustician to delineate the project limits (primary enhancement area, weed-free buffer, & sewer easement), identify and designate the access routes and staging areas (in coordination with City), install and maintain enhancement project boundary fencing along perimeter, install and maintain erosion control best management practices (BMPs), and place site rehabilitation signage along the existing adjacent trails. The Contractor shall also be required to develop a Water Pollution Control Plan (WPCP) and install and maintain erosion control best management practices (BMPs) per the requirements of the WPCP.

This project involves removing and controlling a variety of non-native species and the treatment & removal of invasive species that may volunteer into the mitigation site (approximately 1.1 acres within the 29.26 acre primary enhancement area & 0.5 acre within the 20-ft weed-free buffer). The Contractor is responsible for conducting effective non-native plant treatment through non-native species eradication methods (pursuant to project's HMMP). The goal is to physically remove and/or treat targeted non-native species, so that the invasion of these species through seed and propagule sources can be reduced significantly within the site. This will allow native species to replace the non-native species through natural recruitment. In addition to natural recruitment, the project's HMMP includes potential planting (native plant cuttings or container plants) and/or seeding as an adaptive management strategy that can be implemented in areas where removal exceeds 0.1 acres (4,356 sq. ft) to assist with the habitat enhancement process. If planting (installation of container plants or native plant cuttings) is utilized as determined by the Qualified Biologist after the removal of non-native plants from the primary enhancement area, the Contractor will be responsible for hand watering (at time of installation until end of plant establishment period), weed eradication, and ensuring success of plants during the 120 Calendar Day Plant Establishment Period (PEP).

In addition to the removal of non-native plants, the Contractor will also remove all trash and inorganic debris from the primary enhancement area, 20 ft weed-free buffer, and sewer easement. The Contractor shall be responsible for the removal of trash that can be bagged and transported by personnel on foot or by a wheelbarrow or similar equipment.

Per the Environmental Document, the Contractor is required to provide a Qualified Biologist, a Qualified Acoustician, and an Archaeological and Native American Monitor for the duration



of the Project contract period. Biological services shall include monitoring, reporting, and assuring compliance with Project avoidance and minimization measures (HMMP) and permits. The Qualified Acoustician shall perform noise monitoring services and assist the project biologist to ensure compliance with project avoidance and minimization measures (HMMP) & permits. Archaeological & Native American monitor services shall include development of Cultural Resources and Treatment Plan (CRTP) & archaeological monitoring exhibit, monitoring, and additional measures as required by the CRTP.

Per the Environmental Document, if work commences during the Light-footed Ridgeway's Rail (*Rallus longirostris levipes*) breeding season or if the species is identified onsite, the Contractor is required to provide a Agency-permitted Biologist to conduct focus surveys, daily pre-construction surveys, and report their findings. This Biologist will work in conjunction with the Project Biologist & Acoustician.

**1.1.** The Work shall be performed in accordance with:

**1.1.1.** The Notice Inviting Bids, **Appendix E – Vicinity Map, The Habitat Mitigation and Monitoring Plan, Project Exhibits, GIS Files, and Permits**, inclusive.

**1.1.2.** The **Habitat Mitigation and Monitoring Plan, Project Exhibits, GIS Files, and Permits** can be accessed via the following link:

<https://drive.google.com/drive/folders/1OZ4dhsS4cYFNGk7dP0OD37qz3pon1I22>

**2. LOCATION OF WORK:** The location of work is as follows:

The **Los Peñasquitos Canyon Preserve Phase II Enhancement Project** (Project) area includes wetland/riparian habitat and occurs within dedicated City of San Diego open space along Lopez Canyon Creek in the Los Peñasquitos Canyon Preserve (Preserve). It is located within the City's Multiple Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) boundaries.

See **Appendix E – Vicinity Map**.

Total project area: 1,685,336 sf. (38.69 ac.) which includes:

- Primary enhancement area 1,274,565 sf. (29.26 ac.)
  - **Non-native physical treatment estimated area: 1.1 acres**
- 20-foot wide buffer area: 293,594 sf (6.74 ac.)
  - **Non-native physical treatment estimated area: 0.5 acre**
- Sewer easement 117,176 sf. (2.69 ac.)

**3. CONTRACT TIME:** The Contract Time for completion of the Work, including the Implementation Phase (non-native vegetation removal & planting/seeding) and the Plant Establishment Period, shall be **148 Working Days**.

**ATTACHMENT B**

**RESERVED**

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

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

1. This document sets forth the following specifications:
  - a) The City's general EOCP requirements for all Construction Contracts.
  - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

#### B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

#### C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
  - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
  - b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

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

**1. Nondiscrimination in Contracting Ordinance.**

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree 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. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree 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. You, your Subcontractors, and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your 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 to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
  - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
  - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
  - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain 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.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that 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.

**F. SUBCONTRACTING.**

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer



subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
  - a) "Field Orders" and "City Contingency" Bid items.
  - b) Alternate Bid items.
  - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
  - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
    - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
    - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
    - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
    - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
    - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
  - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
  - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
  - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

**I. PROMPT PAYMENT.**

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

**K. CERTIFICATION.**

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
  - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
  - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
  - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
  - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
  - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

**L. CONTRACT RECORDS AND REPORTS.**

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

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

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

**THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.**

#### **A. GENERAL.**

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:  
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

## B.

### DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

**C. SUBCONTRACTOR PARTICIPATION.**

- 1. For the purpose of satisfying subcontracting participation requirements, only 1<sup>st</sup> tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
  - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
  - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
  - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
    - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.



- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
  - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
  - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

**D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.**

- 1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
  - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2.. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
  - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
  - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
  - 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
  - a) Detailed explanation of the financial contribution for each partner.
  - b) List of personnel and equipment used by each partner.
  - c) Detailed breakdown of the responsibilities of each partner.
  - d) Explanation of how the profits and losses will be distributed.
  - e) Description of the bonding capacity of each partner.
  - f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
  - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
  - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
  - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
  - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

**F. MAINTAINING PARTICIPATION LEVELS.**

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.

4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

**G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.**

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
  - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
  - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
  - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
  - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
  - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

**H. GOOD FAITH EFFORT DOCUMENTATION.**

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

**I. SUBCONTRACTOR SUBSTITUTION.**

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

**J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.**

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

**K. RESOURCES.**

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
-

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

## PREVAILING WAGE

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



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

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

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

## SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.

---

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

#### 1-2 **TERMS AND DEFINITIONS.** To the "WHITEBOOK":

To item 47, "Holiday", ADD the following:

<b>Holiday</b>	<b>Observed On</b>
Juneteenth	June 19

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

**Normal Working Hours:** Normal Working Hours shall be **7:00 AM to 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

### SECTION 2 - SCOPE OF THE WORK

#### 2-2 **PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

2. The City will obtain, at no cost to you, the following permits:
  - a) U.S. Army Corp of Engineers – APRM approval letter
  - b) California Coastal Commission – Coastal Development Permit (CDP) No. 06-20-0433.
  - c) City of San Diego – Substantial Conformance Review (SCR) for the HMMP with Exhibit C Habitat Mitigation Monitoring and Reporting Program (MMRP) Final Environmental Impact Report (FEIR) for the Municipal Waterways Maintenance Plan, Project No. 616992, SCH No. 2017071022

- d) California Department of Fish and Wildlife – Notification of Lake or Streambed Alteration, EPIMS Notification No. EPIMS-SDO-14981-R5, Los Peñasquitos Canyon Preserve Phase II Enhancement.

Contractor must have a copy of this Notification letter and all attachments available at all times at the work site.

The permits listed above are available for review and to print at the following link:

<https://drive.google.com/drive/folders/1OZ4dhsS4cYFNGk7dP0OD37qz3pon1I22?usp=sharing>

### SECTION 3 – CONTROL OF THE WORK

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

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

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

- 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a) Habitat Mitigation and Monitoring Plan dated May 2022 by Environmental Science Associates.
- 6. The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/1OZ4dhsS4cYFNGk7dP0OD37qz3pon1I22>

### SECTION 4 - CONTROL OF MATERIALS

**4-6 TRADE NAMES.** To the “WHITEBOOK”, ADD the following:

- 11. You shall submit your list of proposed substitutions for an “equal” item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City’s Product Submittal Form available at:

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

### SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

**5-4 INSURANCE.**

- 1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

#### **5-4.1**

#### **Policies and Procedures.**

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

#### **5-4.2**

#### **Types of Insurance.**

##### **5-4.2.1**

#### **General Liability Insurance.**

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

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

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

**5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.



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

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

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

**5-4.4 Evidence of Insurance.** You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**5-4.5 Policy Endorsements.**

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

**5-4.5.1.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

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

- 5-4.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.**
- 5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.
- 5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.
- 5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.
- 5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

## **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

- 6-1.1 Construction Schedule.** To the “WHITEBOOK”, ADD the following:
3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
  4. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

5. The Contractor shall provide and designate a **Project Manager**, who shall be the main point of contact for the City for this contract and shall provide as-needed updates (at least once a week) on the project's progress.
  - a. The Project Manager will be responsible for keeping the Project on schedule and budget and shall be responsible for the preparation of any change orders.
  - b. The Project Manager shall ensure work is completed in accordance with the Scope of Work, Project's Habitat Mitigation and Monitoring Plan, and the project's performance standards.
  - c. The Project Manager may be the Qualified Biologist.

**6-3.1 General.** To the "WHITEBOOK", ADD the following:

5. The work entailed in the Implementation Phase of the project shall be undertaken and completed within **60 Working Days**, including any additional work as a result of the Qualified Biologist's recommendation to plant or seed following the initial non-native plant removal.
6. Working days as a result of inclement weather or unacceptable working conditions on site will be credited by the City. The Contractor is expected to continue work after a delay for inclement weather as soon as site conditions permit, so long as the performance of that work will not result in adverse impacts to the site or work already performed.
7. The Contractor shall be responsible for the costs associated with the failure to complete the work associated with implementation phase within the designated Working Days, listed above. A Qualified Biologist shall determine the additional work needed, which may include additional biological surveys necessary to avoid impacts to sensitive species.
8. In consultation with the Contractor, the City may allocate working day credits where there are delays for the need to mobilize resources or materials to implement adaptive management. Adaptive management is defined as the process of making small adjustments to the additional procedures required, while performing the work to achieve the most optimal project outcomes. In the context of this project, adaptive management may include additional planting, seeding, watering, or other activities to ensure project success.

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego and State Regulators have prepared the following environmental documents, as referenced in the Contract Appendix. You shall comply with all requirements of the following listed environmental documents.

- a. The City of San Diego has prepared a CEQA Guidelines Section 15162 Consistency Evaluation Memorandum for The Los Peñasquitos Canyon Preserve Phase II Wetlands Enhancement, Project No. 616992, SCH No. 20107071022. You shall comply with all requirements of the CEQA Section 15162 Consistency Evaluation Memorandum.
- b. Exhibit C Mitigation Monitoring and Reporting Program (MMRP) Final Environmental Impact Report (FEIR) for the Municipal Waterways Maintenance Plan, Project No. 616992, SCH No. 2017071022, Dated May 2020.

For the above specified documents, refer to below link:

<https://drive.google.com/drive/folders/1OZ4dhsS4cYFNGk7dP0OD37qz3pon1I22?usp=sharing>

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

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

- 4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the City at least (2) Working Days before monitoring is required. See 3-5, "INSPECTION" for details.
- 5. The Qualified Archaeologist shall be responsible for preparing the Archaeological Monitoring Exhibit (AME), Consultant Site Visit Record, and preparation of a final monitoring report. See Appendix D Environmental Protocols & Mitigation Measures of the Project's Habitat Mitigation and Monitoring Plan (HMMP) for additional information on this requirement. The HMMP is included under the following link:

[https://drive.google.com/drive/folders/1J22fRhmdSC7xy3MQPPJ965h\\_G1NdFTHD](https://drive.google.com/drive/folders/1J22fRhmdSC7xy3MQPPJ965h_G1NdFTHD)

- 6. The Qualified Archaeologist shall be onsite during ground-disturbance activities including initial vegetation removal involving mechanical or hand tool methods, or planting.
- 7. The Qualified Archaeologist and Native American Monitor shall have the authority to stop work on the project in the event of a discovery.

**6-6.2.1.1. Payment.** To the "WHITEBOOK", ADD the following:

- 4. The Payment for Archaeological Monitoring Exhibit (AME), Consultant Site Visit Record, and preparation of a final monitoring report shall be included in Bid Item for **Archaeological and Native American Monitoring Program**.

**6-9 LIQUIDATED DAMAGES.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the

value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

<b>Contract Value</b>	<b>Liquidated Damages Daily Amount</b>
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

**SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.9**

**Field Orders.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the “**Field Orders**” Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9  
FIELD ORDER LIMITS**

<b>Contract Price</b>	<b>Maximum Each Field Order Work Amount</b>
Less than 1,000,001	\$10,000
1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

**7-3.11**

**Compensation Adjustments for Price Index Fluctuations.** To the “WHITEBOOK”, ADD the following:

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

## SECTION 300 – CONSTRUCTION METHODS

### 300-1.1

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

- 10 Contractor is responsible for the removal of all trash (inorganic debris) within the project area that can be bagged and transported by personnel on foot or by wheelbarrow or similar equipment. For trash that cannot be transported by these means, the Contractor is responsible to document and report the locations to the Project Biologist. See section 401-5 for information on non-native species removal.
11. The Contractor shall inspect equipment for leaks (e.g., hand-held equipment and vehicles parked in the project vicinity or within an approved staging area) in Los Peñasquitos Canyon Preserve daily. All leaks shall be repaired prior to equipment use. A spill kit for each piece of equipment shall be kept with the equipment or on-site and must be used in the event of a spill.

## SECTION 401 – REMOVAL

### 401-5.1

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

7. Remove and treatment of non-native species located within the mitigation area and twenty (20)-foot buffer zone with a total of approximately two (2) acres within the 29.26 acre project area, including buffer zone. The buffer zone is a 20'-wide boundary around the project area. See Project Exhibits for reference.
8. Treatment of non-native species will mostly consist of cutting/removal with hand tools of above ground non-native plant material in addition to selective herbicide application. Methods for treatment of non-native species are cut-stump, girdling, and herbicide application (specifications listed below). Refer to Project HMMP for further information regarding specific treatment methods. The primary treatment methods for non-native & invasive species and other weed species are presented below:
  - a. *Hand-Held Manual Removal.* Pulling or hand grubbing non-native plants is most effective during the seedling and sapling growth stage of shrubs and trees. A Pulaski, mattock, weed wrench, or shovel are the safer and most effective tools for removing established plants; however, there is a limit to how large a plant can be before pulling or removal is infeasible. In such cases, larger shrubs may require herbicide treatments, while trees will require girdling combined with herbicide application as discussed above. To prevent resprouting, it is important to remove the entire crown and top section of the roots. If non-native species have been pulled from the ground, they must be disposed of off-site at a suitable location.
  - b. *Cut-Stump Method.* The cut-stump and herbicide application method can be used on any size of plant but is typically used for small to large trees. It is expected to be limited to trees that can be cut and felled without causing damage to adjacent native vegetation. This method

involves cutting the plants as close to the base as possible (within 6" of grade) with a machete, loppers, brush cutter, or chainsaw and applying a solution of herbicide to the cut surface as soon after cutting as possible (within 5 minutes of the initial cut). Cut stumps should be brushed clean of sawdust to maximize absorption of the herbicide. Follow-up herbicide treatment of resprouts or new shoots shall occur when new growth occurs and prior to exceeding 4' in height.

- c. *Girdling*. Girdling involves cutting a groove or notch into the trunk of a tree to interrupt the flow of sap between the roots and crown of the tree. The groove should encircle the trunk completely and should penetrate the wood to a depth of at least 0.5" on small trees, and up to 1.5" on larger trees. Girdling can be done with an ax, saw, or chainsaw. If using an axe, the groove is made by hitting the trunk from above and below to take out chunks of wood such that the chunk is deep enough to reach wood. The width of the notch can vary with the tree size and can be as small as 1-2" for a small tree to 6-8" for a large tree. The depth of the cut should be deep enough to go through the bark and expose wood. Once the cut has been made, a solution of herbicide should be applied to the exposed area. If a chainsaw is used, one horizontal cut should be made completely around the tree with an application of herbicide to the exposed area.
  - d. *Herbicide Application*. If weed ecology information indicates herbicide application is necessary to eradicate certain species, then it should be used judiciously just as needed via preferred direct application (i.e., daub or "paint") instead of foliar spray. Some foliar spray application may be conducted with approval of the Qualified Biologist. Depending on the species ecology (including perennial or annual species) and a species size and degree of maturity, often one or more follow-up applications of herbicide may be necessary to kill a non-native plant. For example, non-native tree species often resprout after cutting and herbicide application, such that follow-up treatment is required. Applying herbicide to plants in earlier stages of growth before a plant sends up its flower stalk typically kills the above-ground vegetative structures but often does not kill all the roots. In such cases the plant dies back, but a percentage of treated plants resprout in the same season and will require a secondary application. Transport of applied fluids is generally up the stems and leaves and less down to the roots in pre-bolting plants, sometimes preventing sufficient herbicide from reaching the roots. Only herbicides approved for aquatic uses shall be used in areas of saturated soils or standing water.
9. Some non-native species debris after treatment shall be removed from site only if approved by the Project Biologist in concurrence with the City Representative.
  10. The methods for treatment of non-native species shall be consistent with the approach and intent of the project HMMP, and specifications herein. The

Contractor in coordination with the Qualified Biologist, is provided some latitude on methods and means, as long as work is conducted in accordance with project permits, state and local requirements (for herbicide use, etc.) and does not impact wildlife species.

11. Some non-native species debris after treatment shall be left as organic material in the enhancement project area, only if approved by the Qualified Biologist in concurrence with the City Representative. Reasons for not leaving non-native species debris in the enhancement project area include presence of viable seed or live rhizomes, potential to reduce native plant natural recruitment, potential fire hazard, and potential for adversely affecting channel flow characteristics and/or transport of material downstream outside the enhancement project area. Refer to project HMMP and specifications herein for Implementation Phase performance standards for non-native species removal.
12. All non-native vegetation to be removed shall be collected, transported, and processed per the environmental protocols in the Project HMMP (EP-BIO-4: Handling of Non-Native Invasive Plant Species).
13. If treatment of non-native vegetation (e.g., cutting down a non-native tree) has the potential to damage adjacent native vegetation, the Contractor shall coordinate with the Qualified Biologist to determine a feasible and safe method that avoids or minimizes (i.e., minimum necessary to conduct project activities) any impact to native vegetation. Following this coordination and planning, activities that may impact native vegetation may only proceed with approval of the Qualified Biologist and with the concurrence of the City's representative. Native planting and/or seeding may be recommended by the Qualified Biologist as outlined in Section 5.5 of the HMMP.
14. All trash and debris removal shall be conducted under the supervision of the Qualified Biologist. Trash and inorganic debris removal shall include material imbedded or buried to a depth of 24-inches below ground surface. Trash and inorganic debris located within saturated soil/ponded water or amongst dense native vegetation shall require hand removal. If hand removal is determined to not be feasible, please notify Qualified Biologist or City Representative. The City, in consultation with the Project Biologist, may choose to leave trash or inorganic debris in place to avoid impacts to sensitive resources. All collected trash and inorganic material shall be removed from the site and transported to an approved waste facility.
  - a. The Contractor is only responsible for the removal of trash that can be bagged and transported by personnel on foot or by a wheelbarrow or similar equipment. For trash that cannot be transported by these means, the Contractor is responsible to document and report the locations to the Qualified Biologist.
  - b. As part of reporting and invoicing, the Contractor is required to document monthly the number of bags of trash collected and



disposed of at a permitted waste facility. Green waste shall be recycled at a permitted composting facility to the extent practicable.

15. Diseased Vegetation Treatment and Handling: If diseased non-native or native vegetation is detected in the project area by the Qualified Biologist, the City may request the Contractor separately handle and treat diseased vegetation on a time-and-materials basis. If diseased vegetation is detected by the Qualified Biologist, appropriate steps shall be taken in coordination with the Contractor.
  - a. Potential steps could include, but would not be limited to:
    - i. Sterilization of tools (e.g., 5% bleach, Lysol, or 70% ethanol) that could come in contact with fusarium.
    - ii. No offsite transport of diseased vegetation since plant material has the potential to spread Shot Hole Borer (SHB) and associated fungi.
    - iii. Onsite treatment of diseased material including potentially chipping to <1" using motorized equipment followed by solarizing under a clear tarp for several months during the PEP.
  - b. If vegetation is infected with another disease of concern, appropriate steps and actions will be developed by the Qualified Biologist and City for implementation by the Contractor.

## **SECTION 800 – MATERIALS**

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

**Type 9 Mulch** shall be 2 or 4 inches maximum in size.

**800-1.2.5. Mulch.** To the "WHITEBOOK", ADD the following:

4. Shredded bark or other weed free mulch shall be applied around container plants as specified by the Project Biologist.

**801-5.1 General.** To the "WHITEBOOK", ADD the following:

2. Watering shall be performed via water buffalo (staged at nearby location) or other approved method.
3. At all times, you shall comply with the requirements of the Project's Habitat Mitigation and Monitoring Plan, and on-site direction from the Project Biologist and the City.

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

**802-2            BIOLOGICAL RESOURCES PROTECTION DURING CONSTRUCTION.**

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

5. Contractor shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. The qualified Project Biologist shall have experience in the oversight of wetland and riparian habitat restoration installation and post-installation monitoring, including proficiency at native and non-native plant identification and ecology in Southern California.
6. Contractor shall coordinate activities and Schedule with the activities and schedules of the Project Biologist.
7. The Qualified Biologist shall be an individual or a group of qualified professionals that each have the following minimum qualifications:
  - a. A minimum of a bachelor’s degree in biology, environmental science, ecology, botany, horticulture, landscape architecture, or other applicable major.
  - b. Knowledge of the vegetation associations/habitat proposed for the enhancement/revegetation effort, including species identification, general composition, over-story species, understory species, and species ecological conditions.
  - c. Knowledge of native and non-native plant species present in the Preserve.
  - d. Practical experience or equivalent knowledge, including weeding, non-native species removals/treatment methods, herbicide treatment, pruning, plant installation, fertilization, irrigation, and pest control.
  - e. Knowledge of local wildlife including sensitive bird species.
8. All pre-construction delineations shall be complete and verified by the City prior to work.
9. The Qualified Biologist shall review and become familiar with the Contract Documents.
10. The Qualified Biologist shall be responsible for preparing the Biological Construction Mitigation/Monitoring Exhibit (BCME), Sensitive Species Avoidance Plan, Nesting Bird Survey Reports, Consultant Site Visit Records, and preparation of a final monitoring report per the environmental document.

11. The Qualified Biologist shall be qualified to conduct California Gnatcatcher & Least Bell's Vireo focused and protocol surveys, the Qualified Biologist must meet regulatory agency protocol qualifications and possess or obtain appropriate permits, prior to conducting the survey, where necessary.
  - a. Should work occur between February 1<sup>st</sup> to September 15<sup>th</sup>, the Qualified Biologist shall conduct the appropriate surveys (protocol & focus surveys) per the Environmental Document for the protected species listed above.

**ADD**

**802-2.1.1**

**Qualified Light-footed Ridgeway's Rail (*Rallus longirostris levipes*) Biologist.**

1. Contractor shall retain a qualified Biologist to perform Light-footed Ridgeway's Rail (*Rallus longirostris levipes*) monitoring and reporting for this Contract. The qualified Biologist shall have experience working with Light-footed Ridgeway's Rail and knowledge of avoidance strategies.
2. The Qualified Biologist shall an individual that has the following minimum qualifications:
  - a. A minimum of a bachelor's degree in biology, environmental science, ecology, botany, horticulture, landscape architecture, or other applicable major.
  - b. Contractor shall ensure that the qualified Biologist is permitted under the United States Fish and Wildlife Service (USFW) to conduct Ridgeway Rail (*Rallus longirostris levipes*) focus & protocol surveys.
  - c. The need for this survey will be required if work associated with Implementation Phase of the project occurs between March 15<sup>th</sup> to September 15<sup>th</sup>.

With regards to focused and protocol surveys, the Qualified Biologist must meet regulatory agency protocol qualifications and possess a 10[a][1][a] Recovery Permit, prior to conducting the survey, where necessary.

**ADD**

**802-2.1.2**

**Project Acoustician.**

1. The Contractor shall retain a qualified Acoustician to conduct noise analyses prior to the start of work and to perform noise monitoring work for this Contract. The qualified Acoustician shall have experience with noise monitoring, noise attenuation methodologies, and have proficiency with native and sensitive bird species identification in Southern California.

2. Contractor shall coordinate activities and Schedule with the activities and schedules of the Project Acoustician (in conjunction with Project Biologist).
3. The Qualified Acoustician shall be an individual or a group of qualified professionals that have the following minimum qualifications:
  - a. Possess a current noise engineer license or registration with monitoring noise level experience with listed animal species.
  - b. Knowledge of sensitive bird species that are present in the Preserve.
  - c. Knowledge of local, state, and federal noise-related regulations.
4. All pre-construction sensitive species delineations shall be complete and verified by the City prior to work.
5. The Qualified Acoustician shall review and become familiar with the Contract Documents, including the Environmental Document.
6. The Qualified Acoustician shall be responsible for preparing a Pre-Construction Noise Analysis, the Noise Mitigation/Monitoring Exhibit (NME) that includes the delineation of noise buffers of sensitive species habitats (nests, etc.) if present, Monitoring Site Visit Records, and assisting with the preparation of a final monitoring report per the environmental document.

**802-2.1.3 Noise Monitoring & Reporting.** To the "WHITEBOOK", ADD the following:

The Contractor shall perform an analysis showing that noise generated by construction activities would not exceed 60 dB(A) hourly average at the edge of occupied habitat which must be completed by a Qualified Acoustician. This analysis shall be approved by the Mitigation and Monitoring Coordination (MMC) team at least 2 weeks prior to the commencement of construction activities. Prior to the commencement of construction activities during the avian breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist.

Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the level of construction 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 Project Biologist and MMC, 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 construction equipment and the simultaneous use of equipment.

**802-2.3 Construction Fencing.** To the "WHITEBOOK", ADD the following:

2. Provide surveys for restoration boundary and weed free buffer limits. Install and maintain temporary T-post and rope fencing as needed around the

perimeter of active work areas of the Enhancement Areas as prescribed in the notes and special provisions in the Project's Habitat Mitigation and Monitoring Plan.

3. Install and maintain a minimum of six (16) metal site rehabilitation signs on metal T-posts approximately every five hundred (500) feet along edge of trail, plus one sign at each trail intersection and trail access location. The metal signs will be produced by the City to inform the public about the project and include City contact information. Signs shall remain in place after the work and PEP have been completed. The Contractor will be responsible for the cost of metal posts and labor to install the posts and signs. Replacement signs (if needed) will be provided by the City.

**802-2.4 Working in Unpaved Areas.** To the "WHITEBOOK", ADD the following:

7. No motorized vehicular equipment is allowed in the site to protect existing natural resources and due to a lack of vehicular access roads. Hand-held equipment shall be used and non-vehicular equipment such as wheelbarrows is permitted.

**802-2.5 Access Routes.** To the "WHITEBOOK", ADD the following:

5. Crew shall use existing trails for access as prescribed in the notes and special provisions in the Project's Habitat Mitigation and Monitoring Plan.
  - i. The project has also been designed to protect public recreational uses of the Los Peñasquitos Canyon Preserve during enhancement activities. There are existing designated (official) and unofficial dirt trails/paths adjacent to and within the project area which will remain open during the project. Therefore, the performance of the project will require the Contractor's personnel walking into and out of the site (carrying hand-tools, non-vehicular equipment, materials, and non-native plant debris) using existing trails/paths but not creating new trails/paths to and from the site. Once in the site, the Contractor is free to move about on foot to conduct project activities.
6. At project completion, Contractor shall restore all access points and routes located outside of the enhancement area to pre-project condition.

**ADD:**

**802-2.6 Construction Staging.**

1. Potential staging areas are shown on the Project Exhibits and are outlined in the Project's Habitat Mitigation and Monitoring Plan and must be agreed upon with the City's representative. Potential Primary Staging Areas include:
  - a. Preserve Parking Lot
  - b. End of Lopez Ridge Way
  - c. Lopez Canyon Parking Lot
2. Prior to commencement of construction activities, the project biologist shall meet with the crew supervisor and maintenance crew and clarify acceptable staging areas.

3. Upon completion of use, all Contractor temporary staging areas shall be stabilized and restored to pre-project condition. This shall include application of a combination of seed and mulch (to be approved by the Qualified Biologist and City).

**802-3**

**RE-VEGETATION & RESTORATION.** To the "WHITEBOOK", ADD the following:

5. If the Qualified Biologist ( in consultation with the City) determines that native planting and/or seeding should be conducted in one or more locations during the Implementation Phase, the Contractor shall coordinate with the City to confirm the locations and quantities to be installed.
6. Enhancement & Re-vegetation work to be conducted shall be as shown & described in the Project Exhibits, Project's Habitat Mitigation Monitoring Plan & specifications herein.
  - a. Delineate project limits (enhancement project area and weed-free buffer).
  - b. Identify and designate access routes and staging areas (with approval from Qualified Biologist & in coordination with City).
  - c. Install and maintain enhancement project area boundary markers and perimeter signage (rope and posts with City signs).
  - d. Apply treatment and/or remove non-native species (killed in-place or complete removal) from Enhancement Project Area and Weed Free Buffer.
  - e. Treat and dispose of all vegetation removed from the Enhancement Project Area and Weed Free Buffer at the Project staging areas (per shot-hole borer best practices).
  - f. Remove and dispose of trash and inorganic debris from the Enhancement Project Area.
  - g. Install and maintain erosion control best management practices (as directed by Qualified Biologist or City).
  - h. Conduct regular weed control from the Enhancement Project Area and Weed Free Buffer for the duration of the contract period.
  - i. Install native container plants, cuttings, or seed in specified areas greater than 0.1 acres (as determined necessary by Qualified Biologist).
  - j. Hand water container plants or cuttings at installation and to the end of the maintenance and monitoring period (as determined by Qualified Biologist).
  - k. Upon installation completion, conduct 120 Calendar Day Plant Establishment Period.

- l. If shot-hole borer is present, dispose of stockpiled vegetation at the end of 120 Calendar Day Plant Establishment Period if approved by City. May be adjusted based on seasonal conditions and effectiveness of treatment. Duration of solarization is at the discretion of the Project Biologist and City (per shot-hole borer best practices).
- 7. For Seeding, Container Plants and Cuttings Contractor shall obtain written confirmation from the City prior to beginning work.
- 8. No grading will take place as part of this Project.
- 9. The native seed mix, container plant palette, and southern willow scrub pole cutting plant palette (which can be modified by the Qualified Biologist based on project needs and ecological settings within the site) are provided in the HMMP.

**802-3.4.3 Weed and Invasive Plant Eradication.** To the “WHITEBOOK”, ADD the following:

- 7. All weed and invasive plant eradication shall be as shown on and as prescribed in the Project’s Habitat Mitigation and Monitoring Plan and Project Exhibits.
- 8. The location, size and quantity of vegetation removal shown on the Project Exhibits is approximate. The City and Project Biologist may adjust these limits based on percent infestation of invasive vegetation required for removal.
- 9. Herbicide application shall be conducted in accordance with manufacturer’s label instructions and under the direction of a state-certified Qualified Pest Control Applicator. Only herbicides approved for aquatic uses shall be used in saturated soils or standing water.
- 10. The following criteria must be met for the Implementation Phase to be considered successful:
  - a. All non-native targeted species shall be removed or killed in place and resulting in less than 2% cover.
  - b. Other non-native species (non-targeted non-native species) controlled per direction of Qualified Biologist and less than 5% cover.
  - c. Mitigation Areas free of trash, inorganic debris, and diseased vegetation, unless the City chooses to leave trash or inorganic debris in place to avoid impacts to sensitive resources as specified by the Qualified Biologist and in concurrence with the City.
  - d. No erosion (beyond natural riverine channel and floodplain scour) or inorganic trash, through implementation of BMPs.
  - e. As directed by the City, in coordination with the Project Biologist, diseased vegetation will be handled as specified herein and on the Habitat Mitigation and Monitoring Plan.

- f. All native vegetation shall be avoided and protected during work activities.

**802-3.5 Seed.** To the “WHITEBOOK”, ADD the following:

- 4. Seeding shall be as shown on and as prescribed in the Project’s Habitat Mitigation and Monitoring Plan.
  - a. Source of Material
    - 1. Seed material shall be provided from a supplier certified by the California Crop Improvement Association.
    - 2. Seed shall be collected from the Project vicinity (within the same watershed) to the extent feasible or be from coastal San Diego County sources approved by the Qualified Biologist.
    - 3. Commercial seed shall be delivered to the site in sealed and labeled packaging along with a California State Agricultural Code seed certification including the supplier’s name, geographic location, and collection date. Seed will be labeled with the species, purity, germination, percent live seed, and quantity of seed in pounds. The Qualified Biologist will inspect the seed prior to its application on site and shall reject seed lacking certified tags or not conforming to specifications.
  - b. Seed Installation
    - 1. If the Qualified Biologist, in agreement with the City, determines seeding should be conducted in one or more locations during the period of performance, the Contractor shall coordinate with the City to confirm the locations and quantities to be installed.
    - 2. Prior to seeding, the Qualified Biologist will confirm that the seed bed is properly prepared including light raking to loosen and roughen (i.e., scarification) of the soil surface if needed.
    - 3. Seed shall be applied after site preparation has been completed and approved by the Qualified Biologist. Seed shall be applied using a seed grinder type applicator and hand raking will be performed as needed to incorporate the seed into the top 1” of soil. Refer to Section 5.5.1 of the Project HMMP.
    - 4. Successful completion of hand seeding will be assessed and determined by the Qualified Biologist (based on verification of provision of specified and healthy plant material and proper seeding methods in correct locations in the field).



**802-3.6**

**Container Stock.** To the "WHITEBOOK", ADD the following:

6. Container stock planting shall be as shown on and as prescribed in the Project's Habitat Mitigation and Monitoring Plan.
7. Container plant material shall be provided from a licensed nursery. Container plants shall be propagated from material sourced/collected from the Project vicinity (within the same watershed) to the extent feasible or be from coastal San Diego County sources approved by the Qualified Biologist.
  - a. Container plant materials shall be adequate size and shape for their container. Root bound, or poorly rooted plants will not be accepted.
  - b. All plants shall be free of pests and diseases and shall be in a healthy and vigorous condition.
  - c. The Qualified Biologist will inspect all container plants delivered to the site for signs of diseases, particularly *Phytophthora ramorum*, which may express dark spots of foliage, dieback of stems and twigs, signs of other stress or lack of vigor.
  - d. All materials rejected by the Qualified Biologist shall be promptly removed from site and replaced in-kind by the Contractor.
8. Based on the Qualified Biologist recommendation, the City will determine if planting should be conducted in one or more locations during the Implementation Phase, the Contractor shall coordinate with the City to confirm the locations and quantities to be installed.
9. Standard planting procedures will be employed for installing container plants as specified herein and in the Project HMMP.
  - a. Holes approximately twice the width of the root ball of the plant and the same depth will be dug.
  - b. If insufficient soil moisture is present, holes will be filled with water and allowed to drain immediately prior to planting.
  - c. Backfill soil will be placed in every planting hole following soaking, and container plants will be installed so that the root ball is below grade with the crown 1 inch above grade.
  - d. Plants will be thoroughly watered in at the time of planting to settle backfill around the plant root ball.
  - e. Shredded bark or other weed free mulch shall be applied around the container plants as specified by the Qualified Biologist.

- f. All container plants must be planted within 10 working days following delivery to the site. You shall be responsible for watering, maintaining in optimal condition and protecting all plants and materials stored on-site.
  - g. Planting shall only occur when environmental conditions are favorable for such activities, based on standard horticultural practices. Planting shall not take place if temperatures are unreasonably high, or if the site is excessively wet or muddy.
  - h. Prior to planting, the Qualified Biologist shall provide a sample layout for container plant placement. Container plants shall be located by you per the Qualified Biologist's direction. Layout shall mimic natural plant distribution and should not be planted in uniform rows. Once all the container plants have been spotted in place, you shall acquire final approval from the Qualified Biologist prior to excavating planting holes.
  - i. Successful completion of planting will be assessed and determined by the Qualified Biologist (based on verification of provision of specified and healthy plant material properly installed in correct locations in the field).
10. Based on the Qualified Biologist recommendations, the City will determine if cuttings should be installed in one or more locations during the Implementation Phase, the Contractor shall coordinate with the City to confirm the location of the sourced material, installation locations, and quantities to be installed. Refer to Section 5.5.2 and 5.5.3-5.7 of the HMMP.
- a. Cuttings shall be taken from mule fat and willows for use as pole cuttings for installation within adequately wet portions of the site, where deemed appropriate by the Qualified Biologist.
  - b. Source material for the cuttings will be from mature shrubs and trees found within or adjacent to the enhancement project area within the Preserve in locations approved by City Representative and the Qualified Biologist.
  - c. Stem cutting procedures include taking cuttings that are as straight as possible and at least 3 feet long, and between 0.5- and 1-inch in diameter.
  - d. The bottom of the stems shall be cut at an angle for identification, and so that the bottom of the cutting goes into the ground. The top of the cutting shall be cut flat (i.e., 90-degree angle) to allow for gentle hammering of the cutting into the ground, as needed.
  - e. Small cuttings will be stripped of leaves to keep the cutting from drying out.

- f. Cuttings will be installed so that 50–60% of their total length is below grade and near saturated soil.
- g. Cuttings should be installed right away after collection or temporarily kept in water before installation to avoid desiccation.
- h. At the discretion of the Qualified Biologist, larger diameter pole cuttings could be used individually, or as a pole cutting cluster (fascine).
- i. Cuttings will be thoroughly watered in at the time of planting.
- j. Successful completion of cutting installation will be assessed and determined by the Qualified Biologist (based on verification of provision of specified and healthy plant material properly installed in correct locations in the field).

**802-3.10.2 120 Calendar Day PEP.** To the “WHITEBOOK”, ADD the following:

- 8. The 120 Calendar Day Plant Establishment Period shall be as prescribed in the notes and special provisions in the Project’s Habitat Mitigation and Monitoring Plan.
- 9. As-Built acreage and location for Enhancement Areas shall be recorded by the Project Biologist, using GPS, to verify locations and acreages of mitigation polygon types. The recorded As-Built acreage and locations will be utilized for developing record drawings and shall serve as the maintenance area for the 120 Calendar Day Plant Establishment and Maintenance Period. The record shall be submitted in an 8.5”X11” PDF format for review and approval by the City before entering the 120 Calendar Day Plant Establishment and Maintenance Period.
- 10. Post-installation measures for planted areas shall include maintenance visits consisting of watering of container plants and cuttings and weeding within and around planting basins.
- 11. If container plants are installed, maintenance & watering events shall provide 2-gallons per plant. Watering shall be performed via water buffalo (staged at a nearby location) or other approved method.
- 12. Hand-seeded areas will not be watered (Refer to Section 5.3 of the HMMP, Table 12 in Section 5.7 for maintenance schedule).
- 13. The following criteria must be met for the 120 Calendar Day Plant Establishment Period to be considered successful:
  - a. All non-native target invasive species removed or killed in place and invasive cover not exceeding 0-1%.
  - b. Other non-native species (non-target invasive species) controlled per direction of Qualified Biologist and less than 5% cover.

- c. Mitigation Areas free of trash, inorganic debris, and diseased vegetation, unless the City chooses to leave trash or inorganic debris in place to avoid impacts to sensitive resources as specified by the Qualified Biologist and in concurrence with the City.
- d. No erosion (beyond natural riverine channel and floodplain scour) or inorganic trash, through implementation of BMPs.
- e. If revegetation is deemed necessary by City Representative or Qualified Biologist, planting shall be based on the seed mix and plant palette in the HMMP (refer to Table 9-Seeding, Table 10-Cutting Plant Palette, and Table 11-Container Plant Palette). The Qualified Biologist shall prepare and submit this information for review and approval by City Representative prior to commencing work.
- f. If planting occurs, 95% survival of all container plants and cuttings shall be achieved 120 Calendar Day after installation. (Note: no vegetation cover standard is provided for seeded areas since they will not be irrigated and germination coverage over 120 Calendar Day cannot be reasonably quantified).
- g. As directed by the City, in coordination with the Project Biologist, diseased vegetation will be handled as specified herein and on the Habitat Mitigation and Monitoring Plan.
- h. All native vegetation (both existing and newly recruited) shall be avoided and protected during work activities.

Work Task	1-30 Days	31-60 Days	61-90 Days	91-120 Days
Weed Abatement	-	X	X	X
Plant Replacement	-	-	-	X
Supplemental Water	As-Needed	As-Needed	As-Needed	As-Needed
Erosion Control	X	X	X	X
Non-Weed Pest Control	X	X	X	X
Site Cleanup and Maintenance	X	X	X	X

**ADD:**

**802-3.10.4 As-Built / Completion Report.**

1. In addition to the Final As-Builts upon completion of non-native vegetation removal and prior to purchasing planting materials, you will provide As-Built maps, and associated GIS files of the removal work that will include the following information.
  - a. Areas of weed and invasive plant eradication (locations and quantity), treatment techniques, and species removed;
  - b. Any work not performed as indicated on the plans;
  - c. Extent of enhancement treatment areas to receive revegetation planting; and
  - d. The exact quantities and locations of container plant installation as deemed necessary by Project Biologist.

**802-3.10.4.1 Record Drawings.**

1. You shall provide and keep up to date at all times, a complete set of full size, bond print record Project Exhibits, which shall be corrected daily and show every change during the re-vegetation and restoration, and plant establishment maintenance work. The Project Exhibits shall also show the exact revegetation locations, sizes, and kinds of materials and equipment used during the plant establishment maintenance. Project Exhibits shall be retained on the site.
2. Based on actual construction, the record drawings shall show As-Built conditions for the following:
  - a) A legend listing all materials used;
  - b) Any features installed as results from change orders or field instructions;
  - c) Any known areas not installed as designed;
  - d) Record of any areas that wildlife activity was noticed;
  - e) Areas of weed and invasive plant eradication (locations and quantity), treatment techniques, and species removed;
  - f) Plantings, indicated by species container size, and number of plants installed;
  - g) Percentage of plant survival and provided information of areas that required remedial actions; and

3. Record progress sheets shall be updated daily as the work proceeds, showing the work as actually installed, and shall be the basis for measurement and payment for work completed. Record progress sheets shall be available at all times for observation and shall be kept in a location easily accessible to the City. In the event that the progress sheets are not available for review or not current at the time of any site visit by the City, it will be assumed that no work has been completed and you shall be assessed the cost of that site visit at the current billing rate of the City. No other site observations shall take place without prior payment of this assessment.
4. Make neat and legible notations on the record progress drawings/sheets. The relocated equipment and dimensions shall then be transferred to the final record drawings at the proper time.
5. Before the date of the Final Project Acceptance, transfer all information from the progress sheets to final record drawings prepared as “red-lined” mark-ups on the original contract drawings; said record drawings shall be submitted to the City for approval. Address any comments and make any revisions to the record drawings before the Final Project Acceptance.
6. On or before the date of the Final Project Acceptance, deliver the corrected and completed record drawings and associated GIS files to the City. Delivery of the record drawings will not relieve you of the responsibility of furnishing required information that may have been omitted from the record drawings.
7. The final record drawings shall be to scale and reproducible.

#### **802-3.10.4.2 Plant Establishment Reports.**

1. Plant establishment activities and other remedial measures shall be recorded on a weekly basis in conjunction with the weekly site observations for watering and any irrigation, weed and invasive plant eradication, replanting and other maintenance and remedial actions. The records shall be submitted as a report in an 8.5”X11” PDF format for review and approval by the City before Final Project Acceptance.

#### **802-4 PAYMENT.** To the “WHITEBOOK”, ADD the following:

2. For the Los Peñasquitos Canyon Preserve Phase II Enhancement Project, the payment for each Bid Item includes work and materials to complete the work as described below:
  - a. Bid Item for **“Non-Native Species Treatment and Removal”** Cut to Grade Vegetation Invasive Removal: the Contractor is responsible for the complete removal of all trash, inorganic debris, non-native vegetation and diseased native vegetation located within the mitigation treatment project limits. Removal shall be as indicated by the Project Exhibits in the Habitat Maintenance and Monitoring Plan (HMMP) or as identified in the field by the Project Biologist.

- b. Bid Item for **“Tree Removal and Disposal – Palm Trees”** The Contractor is responsible for the complete removal and disposal of all palms located within the mitigation treatment project limits. Removal methodology and locations shall be as indicated by the Project’s Habitat Mitigation and Monitoring Plan (HMMP) as well as on the Project exhibits or as identified in the field by the Project Biologist. If the Project Biologist identifies signs of shot hole borer in the remaining stumps, additional stump grinding, or grubbing of the root ball and removal from the site will be required in accordance to the HMMP.
- c. Bid Item for **“Seeding (10 lbs of Seed)”** This Bid Item shall include the cost of labor and non-seed material only. If seeding is determined necessary by the Qualified Biologist, the cost of the seed shall be covered in Bid Item (11). The work for this bid item shall be completed to the specifications in the Habitat Maintenance and Monitoring Plan.
- d. Bid Item for **“Shrub (1 Gallon)”** This Bid Item shall include the costs of 1 Gallon Shrubs, Mulch (Section 800-1.2.5.3) & seed material (Section 802-3.5). The work for this bid item shall be completed to the specifications in the Habitat Maintenance and Monitoring Plan.
- e. Bid Item for **“Construction Fencing”** This Bid Item shall include the costs for labor and materials associated with this task. The work for this bid item shall be completed to the specifications in the Habitat Maintenance and Monitoring Plan.
- f. Bid Item for **“Metal Sign Installation”** The metal signs (16 in total) will be produced by the City to inform the public about the project and include City contact information. This bid item consists of the cost of metal posts and labor to install the posts and signs. Replacement signs if needed will be provided by the City.
- g. Bid Item for **“120 Calendar Day PEP”** This Bid Item shall include payment for work described in Section 802-3.10.2. The 120 Calendar Day Plant Establishment Period Maintenance Schedule shall follow the Construction Plans for weed abatement, plant replacement, supplemental watering, erosion control, and site maintenance and clean up.
- h. Bid Item for **“Record Drawings”** This Bid Item shall cover the costs associated with Section 802-3.10.4 *As-Built/Completion Report*.
- i. Bid Item for **“Noise Monitoring and Reporting”** This Bid Item shall cover the costs associated with Section 802-2.1.2 *Project Acoustician & Section 802-2.1.3 Noise Analysis and Monitoring*.

- j. Bid Item for “**Light-footed Ridgeway's Rail Biological Monitoring**”  
This Bid Item shall cover the costs associated with Section 802-2.1.1  
*Qualified Ridgeway's Rail (Rallus longirostris levipes) Biologist.*

**ADD:  
802-5**

**AVOIDANCE OF SENSITIVE BIOLOGICAL RESOURCES.** To the “WHITEBOOK”, ADD the following:

1. The Contractor shall perform the work and maintain the site so as to prevent, reduce, or eliminate the impact to sensitive species within and adjacent to the project areas in accordance with Federal, State, and local regulations.
  - a. Notifications  

If a threatened or endangered species are detected within or adjacent to the project site by the Qualified Biologist or another reputable source, the Contractor, and regulatory agencies (as appropriate) will be informed with concurrence from the City's Representative, and appropriate measures will be taken immediately and documented to protect sensitive species during project activities.
2. Sensitive species known to the City are as follows:
  - a. Two sensitive species have been documented within the primary enhancement area, the Southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*, Species of Special Concern) and the California gnatcatcher (*Polioptila californica californica*, federally Threatened Species of Special Concern) (Project Exhibits), both of which are MSCP-covered species.
  - b. Five sensitive species were documented in the Project vicinity within the Preserve along Los Peñasquitos Creek. These species' locations are also shown in the Project Exhibits and consist of San Diego barrel cactus (*Ferocactus viridescens*, California Rare Plant Rank [CRPR] 2B.1), southern mule deer (*Odocoileus hemionus fuliginata*), Nuttall's scrub oak (*Quercus dumosa*, CRPR 1B.1), grasshopper sparrow (*Ammodramus savannarum*), and white-tailed kite (*Elanus leucurus*). Of these species, only the San Diego barrel cactus and the southern mule deer are MSCP-covered species.
  - c. San Diego barrel cactus was mapped in upland habitat north of the primary enhancement area and has low potential to occur due to lack of suitable habitat. Southern mule deer was also mapped in upland habitat areas and has high potential to occur within the primary enhancement area. Nuttall's scrub oak was mapped north of the primary enhancement area, past Sorrento Valley Boulevard. This species is a slow-growing perennial evergreen shrub, which typically grows in sandy, clay loam of closed-cone coniferous forest, chaparral,



and coastal scrub habitat communities. Therefore, this species has low potential to occur within the primary enhancement area. Grasshopper sparrow was detected north of the project area, past Sorrento Valley Boulevard and has low potential to occur within the primary enhancement area due to lack of suitable habitat. White-tailed kite was detected just north of the primary enhancement area and has a high potential to occur within the project area.

- d. Willoway monardella (*Monardella viminea*), a federal- and state-listed endangered species and a CRPR 1B species, has been mapped within and adjacent to the previous enhancement area upstream. San Diego marsh elder (*Iva hayesiana*), a CRPR 2 species, has also been detected adjacent to the previous enhancement area upstream. While not currently known to occur within the primary enhancement area, there is a low potential for both of these species to occur within the area in the future. Southwestern spiny rush (*Juncus acutus* ssp. *leopoldii*), a CRPR 4 species, has moderate potential to occur.
  - e. Light-footed Ridgway's Rail (*Rallus longirostris levipes*) and Least Bell's Vireo (*Vireo bellii pusillus*) have been documented in other parts of the Preserve along Los Peñasquitos Creek. Light-footed Ridgway's rail has low potential to occur in the primary enhancement area due to a lack of suitable habitat in Lopez Creek; however, Least Bell's vireo has high potential to occur within the primary enhancement area.
3. Edge effects such as maintenance-related noise into suitable habitat shall be avoided or minimized to greatest degree possible through measures that will be implemented during the breeding season of avian species, from January 15 to September 15.

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

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

- 8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.
- 9. You shall be required to develop and implement a Water Pollution Control Plan that includes the installation and maintenance of all BMPs identified in the Plan, the Project permits, and the City of San Diego Storm Water Standards for the duration of the contract period. The WPCP shall be prepared, implemented, and maintained according to the notes and special provisions within the Project Habitat Mitigation and Monitoring Plan.
  - a. BMPs shall be constructed of biodegradable materials and certified weed free, as practicable (e.g. fiber rolls, erosion control blankets, mulch, gravel bags). Use of non-biodegradable materials shall require

written approval of the Qualified Biologist and submitted to the City for its concurrence.

- b. In accordance with the project HMMP, native planting and/or seeding may be conducted if recommended by the Qualified Biologist for stabilization and erosion control.
  - c. All BMPs and potential staging areas shall be removed or decommissioned when no longer utilized. Biodegradable BMPs may be left to decompose in place if approved by the Qualified Biologist and found agreeable to the City Representative.
  - d. The Contractor shall monitor the five-day weather forecast. In the event of any forecasted precipitation, the Contractor is required to secure the site, to prevent any materials (e.g., cut non-native plant debris, tools, liquids [gas, oil, herbicide, etc.], unsecured BMPs, etc.) from entering or being washed into Lopez Creek. During periods of precipitation, no implementation activities may occur, except for activities involving securing the project limits and preventing onsite materials from being washed downstream or entering the creek.
-

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

## **APPENDIX A**

### **ENVIRONMENTAL DOCUMENTS**

Refer to Below Link:

<https://drive.google.com/drive/folders/1OZ4dhsS4cYFNGk7dP0OD37qz3pon1I22?usp=sharing>

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

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 3 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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



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

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

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

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

<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 6 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

<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 7 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

<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 8 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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.

<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 9 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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.

<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 10 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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



**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## **APPENDIX C**

### **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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

**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**

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

**Project Name:**

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

**Contractor's Name:**

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

**Invoice No.**

**Invoice Date:**

Billing Period: ( To )

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	<b>Field Orders</b>				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
	<b>CHANGE ORDER No.</b>				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	<b>Total Billed</b>	\$ -

**SUMMARY**

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

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

Resident Engineer

Construction Engineer

**Retention and/or Escrow Payment Schedule**

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

Contractor Signature and Date: \_\_\_\_\_

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

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

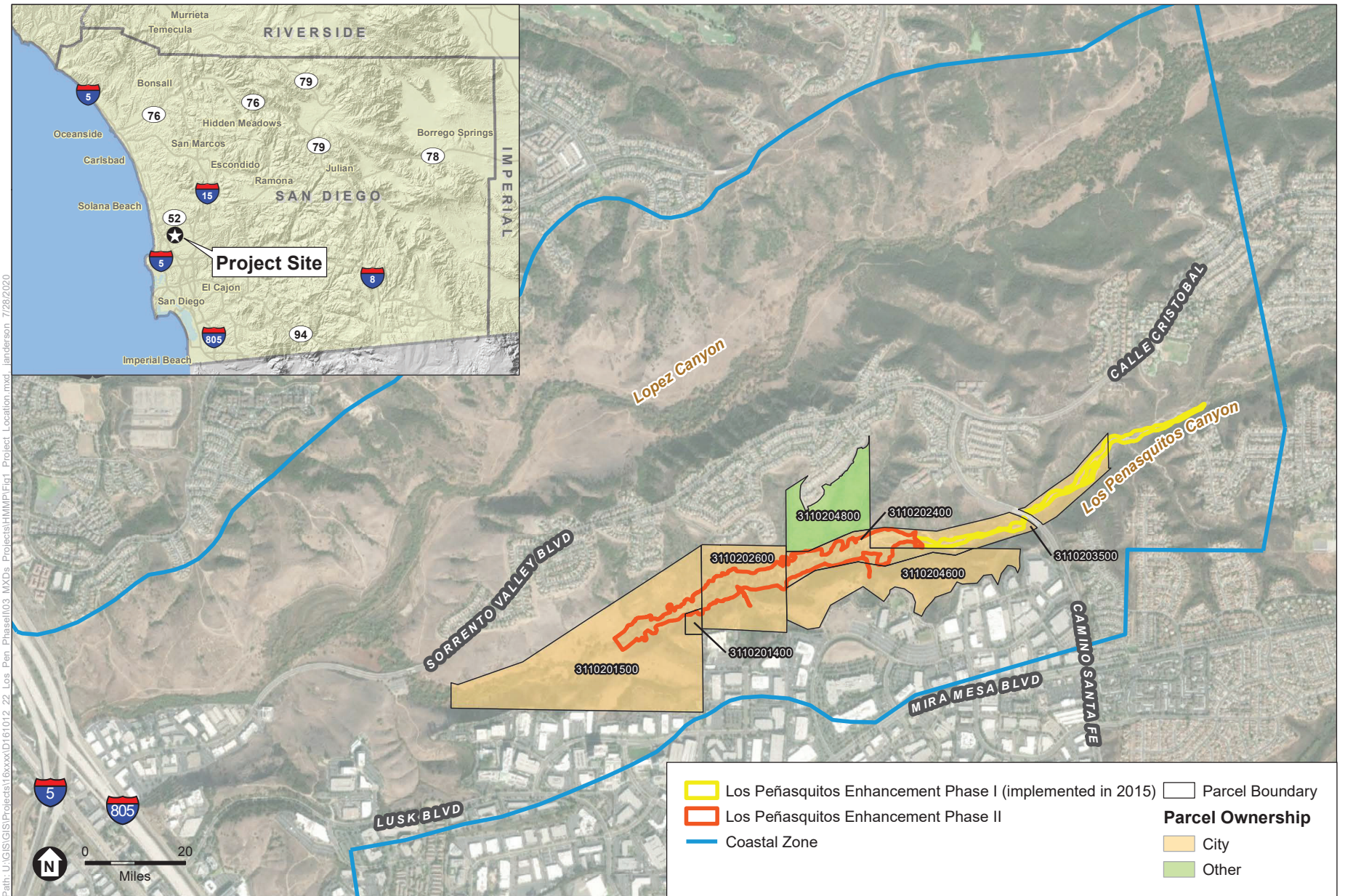
Construction Cash Flow Forecast  
 "Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

**APPENDIX E**  
**VICINITY MAP**





SOURCE: ESRI, 2019; San Diego County, 2019; ESA, 2020.

Los Peñasquitos Canyon Preserve Phase II Enhancement Project

**Figure 1**  
Project Location

**APPENDIX F**  
**SAMPLE ARCHAEOLOGY INVOICE**

**(FOR ARCHAEOLOGY ONLY)**

**Company Name**  
**Address, telephone, fax**

**Date:** Insert Date

**To:** Name of Resident Engineer  
City of San Diego  
Construction Management and  
Field Services Division  
9573 Chesapeake Drive  
San Diego, CA 92123-1304

**Project Name:** Insert Project Name

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

**Drawing Number:** Insert Drawing Number

**Invoice period:** Insert Date to Insert Date

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

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

Summary of charges:

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

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

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

Summary of charges:

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

**Total this invoice:** \$ \_\_\_\_\_

**Total invoiced to date:** \$ \_\_\_\_\_

Note 1:

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

Note 2:

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

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

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

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



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

## **APPENDIX H**

### **PERFORMANCE STANDARDS – IMPLEMENTATION AND 120 CALENDAR DAY PEP**

# Los Peñasquitos Canyon Preserve Phase II Enhancement Project

## Performance Standards

### 1. IMPLEMENTATION PERIOD PERFORMANCE

The following criteria must be met for the implementation period to be considered successful:

- All non-native target invasive species removed or killed in place.
- Other non-native species (non-target invasive species) controlled per direction of Qualified Biologist and less than 5% cover.
- Areas free of non-native plant debris specified for removal by the Qualified Biologist.
- No erosion (beyond natural riverine channel and floodplain scour) or inorganic trash, through implementation of BMPs.

Note: Other criteria for potential treatment of diseased vegetation may be developed in coordination with the Contractor during the contract period.

### 2. 120-DAY MAINTENANCE PERIOD PERFORMANCE

The following criteria must be met for the 120-day maintenance period to be considered successful:

- All non-native target invasive species removed or killed in place and invasive cover not exceeding 0-1%.
- Other non-native species (non-target invasive species) controlled per direction of Qualified Biologist and less than 5% cover.
- Areas free of non-native plant debris as specified for removal by the Qualified Biologist.
- No erosion (beyond natural riverine channel and floodplain scour) or inorganic trash, through implementation of BMPs.
- If planting occurs (as-needed task), 95% survival of all container plants and cuttings shall be achieved 120-days after installation. (Note: no vegetation cover standard is provided for seeded areas since they will not be irrigated and germination coverage over 120-days cannot be reasonably quantified)

Note: Other criteria for potential treatment of diseased vegetation may be developed in coordination with the Contractor during the contract period.

#### A. POST INSTALLATION 120-DAY MAINTENANCE SCHEDULE

A 120-day maintenance schedule is shown in the table below.



Work Task	1-30 Days	31-60 Days	61-90 Days	91-120 Days
Weed Abatement		X	X	X
Plant Replacement				X*
Supplemental Water	As-Needed	As-Needed	As-Needed	As-Needed
Erosion Control	X	X	X	X
Non-Weed Pest Control	X	X	X	X
Site Cleanup and Maintenance	X	X	X	X
* Potential replacement planting and timing will be determined by the Qualified Biologist, and replacement costs will be the responsibility of the Contractor.				

### 3. Seeding and Planting Standards

If revegetation is deemed necessary by City Representative or Qualified Biologist, planting shall be based on the following seed mix and plant palette. The Qualified Biologist shall prepare and submit information for review and approval by City Representative prior to commencing work.

#### ENHANCEMENT AREA NATIVE SEED MIX

Species*	Common Name	Bulk Application Rate (lbs/acre)	Purity/ Germination	Pounds of Pure Live Seed (PLS) per Acre
<i>Ambrosia psilostachya</i>	western ragweed	2.0	45/45	0.41
<i>Artemisia douglasiana</i>	Douglas' mugwort	2.0	15/40	0.10
<i>Eleocharis macrostachya</i>	common spikerush	1.0	95/60	0.57
<i>Elymus triticoides</i>	Beardless wild-rye	1.0	90/80	0.72
<i>Lupinus truncatus</i>	collar lupine	2.0	95/85	1.62
<i>Muhlenbergia rigens</i>	deergrass	1.0	80/70	0.56
<i>Pluchea odorata</i>	marsh fleabane	1.0	20/50	0.10
<b>Total</b>		<b>10.0</b>		<b>4.08</b>

\* The seed mix may be adjusted and tailored for different locations (ecological conditions) within the enhancement area as recommended by Qualified Biologist.

**SOUTHERN WILLOW SCRUB AND MULEFAT SCRUB CONTAINER PLANT PALETTE**

Container Plants					
<i>Botanical Name</i>	<i>Common Name</i>	<i>Container Plants</i>	<i>% Approximate Composition</i>	<i>Average Spacing (feet on center)</i>	<i>Number of Individuals</i>
<i>Artemisia douglasiana</i>	Douglas mugwort	1 gallon	2	4	20
<i>Artemisia dracunculus</i>	Tarragon	1 gallon	2	4	20
<i>Baccharis salicifolia</i>	Mulefat	1 gallon	10	6	100
<i>Juncus acutus ssp. leopoldii</i>	Spiny rush	1 gallon	6	4	60
<i>Juncus mexicanus</i>	Mexican rush	1 gallon	3	2	30
<i>Platanus racemosa</i>	Western sycamore	deep 1 gallon	10	20	100
<i>Salix laevigata</i>	Red willow	deep 1 gallon	15	15	150
<i>Salix lasiolepis</i>	Arroyo willow	deep 1 gallon	25	12	250
<i>Sambucus nigra ssp. caerulea</i>	Blue elderberry	deep 1 gallon	15	18	150
<i>Pluchea sericea</i>	Arrow weed	1 gallon	4	6	40
<i>Ribes speciosum</i>	Fuchsia flowered gooseberry	1 gallon	8	4	80
<b>Total Individuals</b>					<b>1,000*</b>

NOTES:

\* Example of potential composition of species for 1,000 plants. May be adjusted as recommended by the Qualified Biologist.

**SOUTHERN WILLOW SCRUB POLE CUTTING PLANT PALETTE**

Cuttings <sup>1</sup>				
<i>Botanical Name</i>	<i>Common Name</i>	<i>Cutting Length</i>	<i>% Approximate Composition</i>	<i>Number of Individuals</i>
<i>Baccharis salicifolia</i>	Mule fat	3ft	60%	600
<i>Salix laevigata</i>	Red willow	3 ft.	20%	200
<i>Salix lasiolepis</i>	Arroyo willow	3 ft.	20%	200
<b>Total Individuals</b>				<b>1,000*</b>

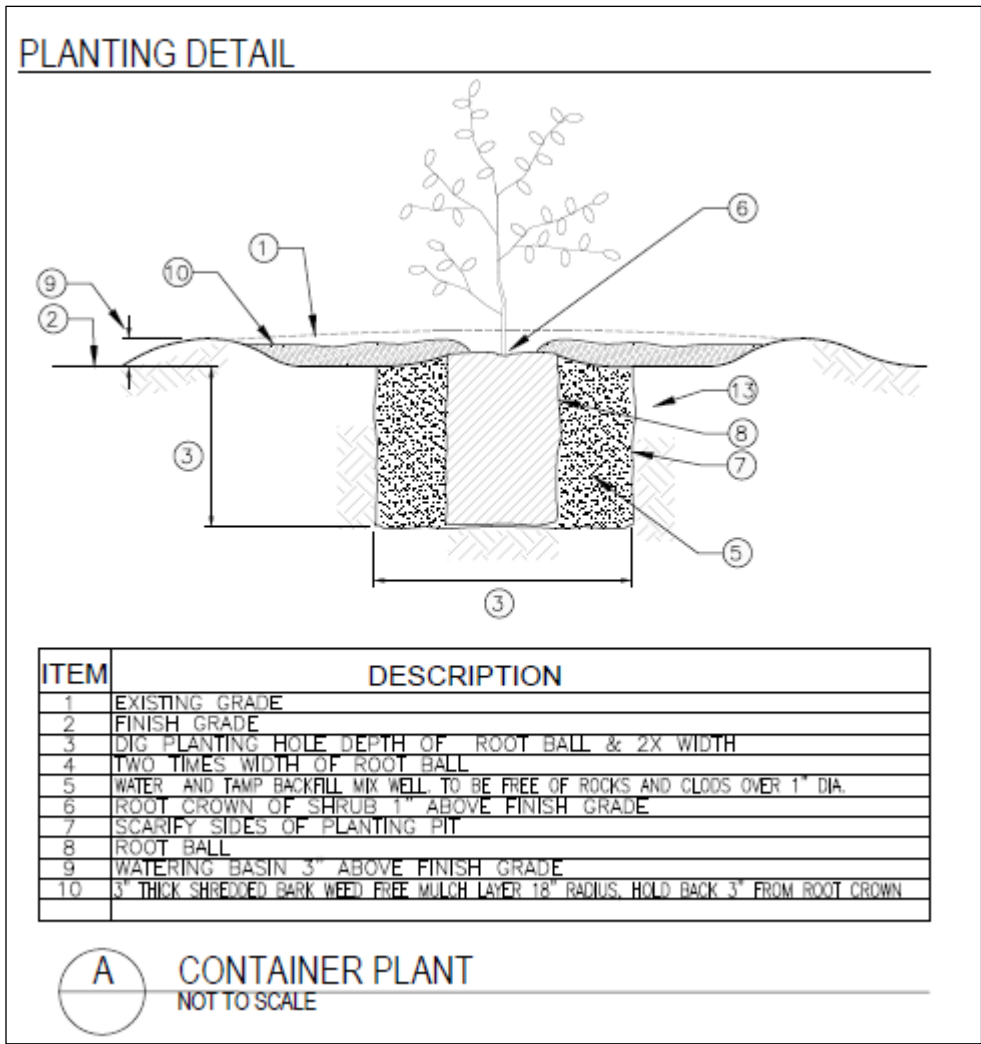
**Cuttings<sup>1</sup>**

Botanical Name	Common Name	Cutting Length	% Approximate Composition	Number of Individuals
----------------	-------------	----------------	---------------------------	-----------------------

NOTES:

<sup>1</sup> Mule fat and willow species should be prepared from locally collected cuttings. If cuttings are collected from the Los Peñasquitos Canyon Preserve, it is required this be conducted in coordination with City Parks and Recreation staff.

\* Example of potential composition of species for 1,000 cuttings. May be adjusted as recommended by the Qualified Biologist.



**ATTACHMENT F**

**RESERVED**

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

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

---

**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **IO Environmental & Infrastructure, Inc.**, herein called "Contractor" for construction of **Los Peñasquitos Canyon Preserve Phase II Enhancement Project**; Bid No. **L-24-2200-DBB-2-A**; in the total amount **FIVE HUNDRED THIRTY EIGHT THOUSAND NINE HUNDRED TWENTY NINE DOLLARS AND TWENTY SEVEN CENTS (\$538,929.27)**.

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


1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Los Peñasquitos Canyon Preserve Phase II Enhancement Project**, on file in the office of the Purchasing & Contracting Department as Document No. **21005027**, 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 **Los Peñasquitos Canyon Preserve Phase II Enhancement Project**, Bid Number **L-24-2200-DBB-2-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

**CONTRACT AGREEMENT (continued)**

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney  
By Chad Colton

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

Print Name: Chad Colton  
Deputy City Attorney

Date: 2/15/2024

Date: 2/22/2024

**CONTRACTOR**

By 

Print Name: Mike Bilodeau

Title: CEO

Date: 21 Nov 2023

City of San Diego License No.: B2006012023

State Contractor's License No.: 957419

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001765

## **CERTIFICATIONS AND FORMS**

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



## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## **CONTRACTOR CERTIFICATION**

---

### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

---

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

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

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

## **CONTRACTOR CERTIFICATION**

---

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

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

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

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



**AFFIDAVIT OF DISPOSAL**

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

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

**Los Peñasquitos Canyon Preserve Phase II Enhancement Project**  
\_\_\_\_\_  
(Project Title)

as particularly described in said contract and identified as Bid No. **L-24-2200-DBB-2-A** ; SAP No. (IO) **21005027**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

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

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

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

By: \_\_\_\_\_  
Contractor

**ATTEST:**

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

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

Notary Public in and for said County and State

**LIST OF SUBCONTRACTORS**

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

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

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

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

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

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

## **ELECTRONICALLY SUBMITTED FORMS**

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

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

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

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

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That IO Environmental And Infrastructure, Inc. as Principal,  
and Developers Surety and Indemnity 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

LOS PEÑASQUITOS CANYON PRESERVE PHASE II ENHANCEMENT Project, Bid No. L-24-2200-DBB-2-A

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

SIGNED AND SEALED, this 3rd day of November, 2023

IO Environmental And Infrastructure, Inc. (SEAL)  
(Principal)

Developers Surety and Indemnity Company (SEAL)  
(Surety)

By: [Signature]  
(Signature)

By: [Signature]  
(Signature)  
Anne Wright, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212)220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Matt Gaynor, Anne Wright and Andy Roberts, of San Diego, CA

as its true and lawful Attorney, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed This Power of Attorney is effective November 3, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on November 3, 2022.

RESOLVED, that Sam Zaza, Senior Vice President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this December 5, 2022.

By: [Signature]  
Printed Name: Sam Zaza  
Title: Senior Vice President, Surety



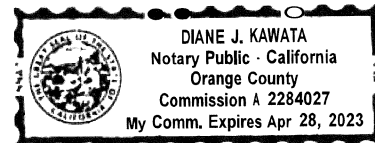
STATE OF California COUNTY OF Orange

On this 5<sup>th</sup> day of December, 20 22 before me, Diane J. Kawata personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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 [Signature]



**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this 22 day of November, 2022.

DocuSigned by:  
[Signature]  
By: 6B6415E7ADE54BC

Barry W Moses, Assistant Secretary

POA No. \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California  
County of San Diego )

On November 3, 2023 before me, Lauren Craig, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



## ACKNOWLEDGMENT

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

State of California

County of SAN DIEGO)

On NOVEMBER 3, 2023 before me, ERIC MCALINN, Notary Public  
(insert name and title of the officer)

personally appeared MICHAEL Bodeau,  
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.

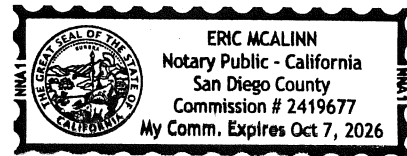
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**


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

CHECK ONE BOX ONLY.

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

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

Contractor Name: IO Environmental & Infrastructure Inc

Certified By Mike Bilodeau Title CEO  
Name  
  
Signature Date 14 Nov 2023

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
IO Environmental & Infrastructure Inc			
Street Address	City	State	Zip
2840 Adams Ave. Ste. 301		California	92116
Contact Person, Title		Phone	Fax
Mike Bilodeau CEO		619-280-3278	619-677-5648

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

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Eric McAlinn	Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	
Interest in the transaction	
Proposal oversight and submission	

Name	Title/Position
Mike Bilodeau	CEO
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	
Interest in the transaction	
Owner of IO Environmental & Infrastructure Inc; IOEI is 100% Employee owned	

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

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

Mike Bilodeau CEO

14 Nov 2023

Print Name, Title
Signature
Date

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

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

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

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

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

NAME	TITLE
Mike Bilodeau	CEO

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

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

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

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

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

Contractor Name: IO Environmental & Infrastructure Inc

Certified By Mike Bilodeau Title CEO

 Name \_\_\_\_\_ Date 14 Nov 2023

Signature

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

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

**ECORP Consulting, Inc.**

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Bjorn T. Gregersen	President/CEO
Harold V. Freeman	Vice President/CFO
Peter S. Balfour	Vice President
Donald R. Mitchell	Vice President/Secretary/CCO

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Dave E. Krolick	Vice President/COO
Anne J. Surdzial	Vice President/Director of CEQA/NEPA Services
Lisa D. Westwood	Vice President/Director of Cultural Resources

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: IO Environmental & Infrastructure Inc

Certified By Mike Bilodeau Title CEO


  
 Name \_\_\_\_\_ Date 14 Nov 2023

Signature

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

# City of San Diego

CITY CONTACT: Abel Martinez, Contract Specialist, Email: [martinezabel@sandiego.gov](mailto:martinezabel@sandiego.gov)  
Phone No. (619) 533-5270

## ADDENDUM A



**FOR**

## LOS PEÑASQUITOS CANYON PRESERVE PHASE II ENHANCEMENT PROJECT

BID NO.:	<u>L-24-2200-DBB-2-A</u>
SAP NO. (WBS/IO/CC):	<u>21005027</u>
CLIENT DEPARTMENT:	<u>2114</u>
COUNCIL DISTRICT:	<u>6</u>
PROJECT TYPE:	<u>GG</u>

### **BID DUE DATE:**

**2:00 PM  
NOVEMBER 14, 2023**

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

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

## **A. CHANGES TO CONTRACT DOCUMENTS**

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

## **B. BIDDER'S QUESTIONS**

Q1. Please confirm if contractor is responsible for removal of all trash and inorganic debris from the full 29.26 acre primary enhancement area and 20 ft wide weed free buffer and sewer easement or just the 1.1 acres within the larger primary enhancement area?

A1. For information regarding the removal of all trash and inorganic debris, please refer to Attachment E, "Supplementary Special Provisions", Section 300, "Construction Methods", subsection 300-1.1, "General", item 10, page 59 and Attachment E, "Supplementary Special Provisions", Section 401, "Removal", subsection 401-5.1, "General", item 14, page 61.

Q2. Please provide the location of the sewer easement mentioned in Scope of Work.

A2. The location of the Sewer Easement can be found via the Google Drive link under Attachment A, "Scope of Work", Section 1.1.2, page 22. For ease of access to the file that outlines the Sewer Easement, please refer to the additional link below:

[https://drive.google.com/file/d/13a79mcD7ur53n6Tz-lhPRPUlb5b4j2PB/view?usp=drive\\_link](https://drive.google.com/file/d/13a79mcD7ur53n6Tz-lhPRPUlb5b4j2PB/view?usp=drive_link)

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *November 3, 2023*  
San Diego, California

RA/FK/rs

## Bid Results

### Bidder Details

**Vendor Name** IO Environmental & Infrastructure, Inc.  
**Address** 2840 Adams Avenue, Suite 301  
 San Diego, California 92116  
 United States  
**Respondee** Eric McAlinn  
**Respondee Title** Manager  
**Phone** 619-280-3278  
**Email** ericm@iosdv.com  
**Vendor Type** DVBE, CAU, SLBE, SDVSB, MALE, CADIR  
**License #** 957419  
**CADIR** 1000001765

### Bid Detail

**Bid Format** Electronic  
**Submitted** 11/14/2023 12:03 PM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 353366

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
IOEI Contractors Certification of Pending Actions 20231009141228498 L-24-2200-DBB-2-A.pdf	IOEI Contractors Certification of Pending Actions 20231009141228498 L-24-2200-DBB-2-A.pdf	Contractor's Certification of Pending Action
IOEI Mandatory Disc of Bus Interests 20231009141228498 L-24-2200-DBB-2-A.pdf	IOEI Mandatory Disc of Bus Interests 20231009141228498 L-24-2200-DBB-2-A.pdf	Mandatory Disclosure of Business Interests
IOEI Prime Debarment and Suspension Form 20231009141228498 L-24-2200-DBB-2-A.pdf	IOEI Prime Debarment and Suspension Form 20231009141228498 L-24-2200-DBB-2-A.pdf	Prime Debarment & Suspension Form
IOEI Subcontractor Debarment and Suspension Form 20231009141228498 L-24-2200-DBB-2-A.pdf	IOEI Subcontractor Debarment and Suspension Form 20231009141228498 L-24-2200-DBB-2-A.pdf	Subcontractors Debarment & Suspension Form
Los Penasquitos Cyn Phase II - FE Bid Bond.pdf	Los Penasquitos Cyn Phase II - FE Bid Bond.pdf	Bid Bond

## Subcontractors

*Showing 1 Subcontractor*

Name & Address	Desc	License Num	CADIR	Amount	Type
ECORP Consulting, Inc. 3838 Camino Del Rio North Suite 370 San Diego, California 92108	Constructor, Consulting, biomonitoring, reporting	985426	1000012875	\$181,700.00	CADIR, Local



## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							<b>Main Bid</b>		
							<b>\$538,929.27</b>		
1	524126		Bonds (Payment and Performance)	LS	1	\$8,500.00	\$8,500.00	Yes	
2	541690		Archaeological and Native American Monitoring Program	LS	1	\$20,000.00	\$20,000.00	Yes	
3	541690		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$3,300.00	\$3,300.00	Yes	
4	238910		Mobilization	LS	1	\$6,022.17	\$6,022.17	Yes	
5			Field Orders (EOC Type II)	AL	1	\$50,000.00	\$50,000.00	Yes	
6	238910		Clearing and Grubbing (Trash Removal)	LS	1	\$59,815.84	\$59,815.84	Yes	
7	238910		Non-Native Species Treatment & Removal	AC	2.5	\$23,341.00	\$58,352.50	Yes	
8	238910		Tree Removal and Disposal - Palm Trees	EA	40	\$1,587.32	\$63,492.80	Yes	
9	561730		Seeding (10 lbs of Seed)	EA	1	\$5,224.47	\$5,224.47	Yes	
10	561730		Shrub (1 Gallon)	EA	200	\$46.54	\$9,308.00	Yes	
11	238910		Construction Fencing	LS	1	\$8,688.90	\$8,688.90	Yes	
12	238910		Metal Sign Installation	LS	1	\$1,361.46	\$1,361.46	Yes	
13	561730		120 Calendar Day PEP	LS	1	\$45,459.46	\$45,459.46	Yes	
14	561730		Record Drawings	LS	1	\$8,500.00	\$8,500.00	Yes	
15	541330		Biological Monitoring and Reporting (EOC Type I)	AL	1	\$75,000.00	\$75,000.00	Yes	
16	541330		WPCP Development	LS	1	\$3,894.17	\$3,894.17	Yes	
17	561730		WPCP Implementation	LS	1	\$7,009.50	\$7,009.50	Yes	
18	541330		Noise Monitoring and Reporting (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
19	541330		Light-Footed Ridgeway's Rail Biological Monitoring (EOC Type I)	AL	1	\$55,000.00	\$55,000.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid	\$538,929.27
Grand Total	\$538,929.27