

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000008010
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Transportation&Storm Water Dept	DATE: 6/26/2015
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SUBJECT: Approving the plans and specifications and authorizing the execution of a construction contract for the implementation of the El Cuervo del Sur Wetlands Mitigation Project

PRIMARY CONTACT (NAME, PHONE): Travis Whitney,(619) 527-8058; MS 56	SECONDARY CONTACT (NAME, PHONE): Gene Matter, (619) 527-7506; MS 56
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	100000				
FUNCTIONAL AREA	OTHR-00000000-SH				
COST CENTER	2116121120				
GENERAL LEDGER ACCT	512059				
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$569,465.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE):

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Yousef, Hasan	07/02/2015
Liaison Office	CFO		
Financial Management	DEPUTY CHIEF	Gomez, Paz	07/09/2015
Comptroller	COO		
Equal Opportunity Contracting	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. The plans and specifications for construction of El Cuervo del Sur Wetlands Mitigation Project, as advertised by the Public Works Department, are approved; and
2. The Mayor or his designee is authorized to execute a construction contract with the lowest responsible and reliable bidder in an amount not to exceed \$569,465, contingent upon the Chief Financial Officer furnishing a

certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and,

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

STAFF RECOMMENDATIONS:
Approve Requested Actions

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S):	1
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COMMUNITY AREA(S):	Torrey Pines
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ENVIRONMENTAL IMPACT:	This activity is covered under the Master Storm Water System Maintenance Program (MMP) EIR (SCH No. 2004101032), certified on October 24, 2011. The activity is adequately addressed in the EIR and there is no change in circumstance, additional information, or project changes to warrant additional environmental review under Public Resources Code section 21166 or CEQA Guidelines section 15162. Because the prior EIR adequately covered this activity as part of the previously approved project, the activity is not a separate project for purposes of CEQA review per CEQA Guidelines Sections 15060(c)(3) and 15378(c).
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CITY CLERK INSTRUCTIONS:	
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COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 6/26/2015

ORIGINATING DEPARTMENT: Transportation&Storm Water Dept

SUBJECT: Approving the plans and specifications and authorizing the execution of a construction contract for the implementation of the El Cuervo del Sur Wetlands Mitigation Project

COUNCIL DISTRICT(S): 1

CONTACT/PHONE NUMBER: Travis Whitney/(619) 527-8058; MS 56

DESCRIPTIVE SUMMARY OF ITEM:

This item authorizes the Mayor to execute a contract with the lowest responsible bidder for the construction of the El Cuervo del Sur Wetlands Mitigation Project, and authorizes the Chief Financial Officer to expend an amount not to exceed \$569,465 from the Transportation & Storm Water Department FY 2016 General Fund to fund the construction contract.

STAFF RECOMMENDATION:

Approve Requested Actions

EXECUTIVE SUMMARY OF ITEM BACKGROUND: The City of San Diego's Transportation & Storm Water Department (T&SWD) manages the Master Storm Water System Maintenance Program (Master Maintenance Program or MMP) which outlines procedures that periodically remove sediment and (wetland) vegetation from City storm water facilities to allow them to more effectively convey storm water flows. Removal of wetland vegetation requires regulatory permits from a variety of resource agencies including the City, California Coastal Commission (CCC) through the Local Coastal Program and Coastal Development Permit (CDP), the United States Army Corps of Engineers (USACE), the California Department of Fish & Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB). Stipulations in these permits include compensatory habitat mitigation requirements for impacts to existing wetland habitat within the facilities maintained by the City.

The Transportation & Storm Water Department performed maintenance in the Soledad Canyon/Sorrento Creek Flintkote (MMP Map 9, 11 & 12) Channel in FY 2014 and FY 2015. The Mission Bay High School (MMP Map 36) and Pacific Beach Dr./ Olney St. (MMP Map 37) channels were maintained in FY 2015. Compensatory mitigation for maintenance performed at both channels is proposed at the El Cuervo Del Sur Wetlands Mitigation Project within the Los Peñasquitos Canyon Preserve. Successful completion of the El Cuervo Del Sur Wetlands Mitigation Project is required for compliance with a number of mandatory permit conditions related to maintenance performed in FY 2014 and 2015.

Permits require that the project completion occur outside of the bird breeding season (March 15 – September 15) and be completed within 18 months of the start of maintenance activities or an

increased mitigation implementation of 10% for each month of delay may be levied. To allow the work to be completed outside of the bird breeding season (between September 15 and March 15), the City is currently negotiating a short extension with the RWQCB extension with the RWQCB to comply with this permit condition. To allow for potential work stoppages due to inclement weather, it is imperative that all project approval components be in place to allow for construction to commence as soon after September 15, 2015 as possible. Pursuant to San Diego Municipal Code section 22.3106, the construction contract for the El Cuervo Del Sur Wetlands Mitigation Project (K-15-6195-DBB-3) was advertised for public bidding and the lowest responsible has been identified.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #3: Invest in infrastructure.

Objective #4: Foster services that improve quality of life.

Goal #3: Create and sustain a resilient and economically prosperous City.

Objective #1: Create dynamic neighborhoods that incorporate mobility, connectivity, and sustainability.

FISCAL CONSIDERATIONS: This item will authorize the expenditure of \$569,465 of the Fiscal Year 2016 General Fund (100000). Funds for this project have been budgeted in the FY 2016 Transportation & Storm Water Department Operating Budget.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee): None.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The Transportation & Storm Water Department presented the project to the Los Peñasquitos Canyon Citizens Advisory Committee on September 19, 2013. The Committee voted in support of the project. The project was also presented, for informational purposes, at the Community Planners Committee (CPC) meeting on March 24, 2015.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders are the Los Peñasquitos Canyon Citizens Advisory Committee and the City's Park and Recreation Department.

Yousef, Hasan

Originating Department

Gomez, Paz

Deputy Chief/Chief Operating Officer

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Clementina Giordano Contract Specialist, Email: Cgiordano@san-diego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
S Bracci / B Doringo / LJI

CONTRACT DOCUMENTS



FOR

EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT

VOLUME 1 OF 2

BID NO.: _____ **K-15-6195-DBB-3** _____
SAP NO. (WBS/IO/CC): _____ **2116121120** _____
CLIENT DEPARTMENT: _____ **2116** _____
COUNCIL DISTRICT: _____ **1** _____
PROJECT TYPE: _____ **CB** _____

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

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

ENGINEER OF WORK

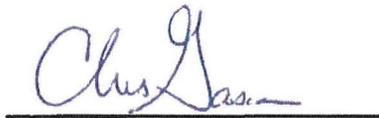
The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:


1) Registered Engineer

4/2/2015
Date

Seal:




2) For City Engineer

4/2/2015
Date

Seal



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **El Cuervo Del Sur Wetlands Mitigation Project** (Project).
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
4. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	2.2%
2. ELBE participation	4.4%
3. Total mandatory participation	6.6%
 - 4.2. The Bidders are **required** to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>
 - 4.3. The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:
 - 4.3.1. Attending the Pre-Bid Meeting.
 - 4.3.2. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

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

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

5. PRE-BID MEETING:

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

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

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

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

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

8. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.
9. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 9.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 9.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 9.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 9.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

- 9.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 9.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 9.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 9.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 9.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 9.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 9.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

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

9.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

10. INSURANCE REQUIREMENTS:

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

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

11. PREQUALIFICATION OF CONTRACTORS:

11.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award. Complete information and links to the online prequalification application are available at:

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

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

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

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

13. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
14. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
15. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
16. **SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.
17. **AWARD PROCESS:**
 - 17.1. The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
 - 17.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

- 17.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
18. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
19. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
20. **SUBMISSION OF QUESTIONS:**
- 20.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:
- Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 20.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 20.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 20.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
21. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

- 22. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- 23. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 23.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 23.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 23.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 23.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
- 24. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 24.1.** Bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 24.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 24.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 24.4.** A Bid received without the specified bid security may be rejected as **non-responsive**.

25. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

26. BID RESULTS:

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

27. THE CONTRACT:

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

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

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

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

- 29.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 29.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 29.4. The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 29.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 29.6. The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 29.7. The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 30. PRE-AWARD ACTIVITIES:**
- 30.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 30.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.
- 31. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring and emulsion aggregate slurry shall be signed by the BIDDER at the time of submission of the primary BID. The signed agreements shall be accompanied by the evidence of a bond (i.e., labor and materials) and insurance as specified in 2-4, “CONTRACT BONDS,” 7-3, “LIABILITY INSURANCE,” and 7-4 WORKERS’ COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.
- 31.1. **Partial Release of Performance Bond and Labor and Materialmen’s Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, Appendix D.
- 32. REQUIRED DOCUMENT SCHEDULE:**
- 32.1. The Bidder’s attention is directed to the City’s Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

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

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

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Natures Image, Inc., herein called "Contractor" for construction of El Cuervo Del Sur Wetlands Mitigation Project; Bid No. K-15-6195-DBB-3; in the amount of Five Hundred Sixty-Nine Thousand Four Hundred Sixty-Four Dollars and .81/100 (\$569,464.81), which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) Long Term Revegetation Maintenance Contract.
 - (e) That certain documents entitled **El Cuervo Del Sur Wetlands Mitigation Project**; on file in the office of the Public Works Department as Document No. **21003616**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **El Cuervo Del Sur Wetlands Mitigation Project**; Bid Number **K-15-6195-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By _____

By _____

Print Name: Stephen Samara,
Principal Contract Specialist (Acting)

Print Name: _____
Deputy City Attorney

Date: _____

Date: _____

CONTRACTOR

By 

Print Name: STEVEN REINÖEHL

Title: DIRECTOR

Date: 10 June 2015

City of San Diego License No.: B1997007394

State Contractor's License No.: 720513

**CONTRACT FORMS
ATTACHMENTS**

This Bond was Executed in
Three (3) Identical Counterparts

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

Bond No. 024059601
Premium: \$12,624.00

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Natures Image, Inc., a corporation, as principal, and
The Ohio Casualty Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
Five Hundred Sixty-Nine Thousand Four Hundred Sixty-Four Dollars and .81/100 (\$569,464.81), for
the faithful performance of the annexed contract, and in the sum of Five Hundred Sixty-Nine
Thousand Four Hundred Sixty-Four Dollars and .81/100 (\$569,464.81), for the benefit of laborers
and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **El Cuervo Del Sur Wetlands Mitigation Project; Bid Number K-15-6195-DBB-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

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

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

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

Dated June 8th, 2015

Approved as to Form

Natures Image, Inc.
Principal

By 

Michelle Caruana, President
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By _____
Deputy City Attorney

The Ohio Casualty Insurance Company
Surety

By 
Attorney-in-fact Arturo Ayala

Approved:

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

By _____
Stephen Samara, Principal Contract Specialist (Acting)

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

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

Premium \$12,624.00

Bond No. 024059601

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange }

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

personally appeared Arturo Ayala

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/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

Signature of Notary Public

Karen L. Ritto



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Document Date: 6/8/15

Number of Pages: Two

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

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

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

Certificate No. 6989970

American Fire and Casualty Company
The Ohio Casualty Insurance Company

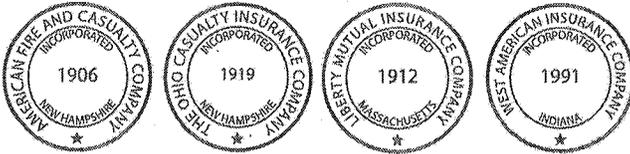
Liberty Mutual Insurance Company
West American Insurance Company Bond No. 024059601

POWER OF ATTORNEY

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

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

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



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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



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

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

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: El Cuervo Del Sur Wetlands Mitigation Project

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

Natures Image, Inc

(Name under which business is conducted)

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

Signed 

Printed Name STEVEN REINOEHL

Title DIRECTOR

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: El Cuervo Del Sur Wetlands Mitigation Project

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

Natures Image, Inc.

(Name under which business is conducted)

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

Signed



Printed Name

STEVEN REINÖEHL

Title

DIRECTOR

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: El Cuervo Del Sur Wetlands Mitigation Project

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

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

Dated this 10 Day of June, 2015.

Signed



Printed Name STEVEN REINÖEHL

Title DIRECTOR

AFFIDAVIT OF DISPOSAL

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

El Cuervo Del Sur Wetlands Mitigation Project

(Name of Project)

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

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

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

Dated this _____ DAY OF _____, _____.

_____ Contractor

by

ATTEST:

State of _____

County of _____

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

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

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

Option	Classification(s)
1	CLASS A
2	CLASS C27

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

ATTACHMENT B
INTENTIONALLY LEFT BLANK

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D
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ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

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

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

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

The Product Submittal Form is available for download at:

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

2-7 SUBSURFACE DATA. ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 1. Geotechnical Survey Results Memorandum dated May 6, 2013 by URS.
5. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

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

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 1. Habitat Mitigation and Monitoring Plan dated February 25, 2015 by URS and Helix Environmental Planning, Inc.
6. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

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

SECTION 4 - CONTROL OF MATERIALS

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

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

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

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

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

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

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

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

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

7-4.1.1 Waiver of Subrogation.

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

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

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

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

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

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

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

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

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

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

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

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

ADD:

7-16 **COMMUNITY OUTREACH.**

7-16.1 **General.**

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

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

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

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

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

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

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

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

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

7-16.1.2 Quality Assurance.

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

7-16.1.3 Submittals.

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

7-16.2.1 Public Notice by Contractor.

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

7-16.2.2 Communications with the Public.

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

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

7-16.2.3 Communications with Media.

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

7-16.3 Exclusive Community Liaison Services.

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

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

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

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

7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

9-3.7

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

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

212-2.1.3

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

All PVC pipe located on grade shall be UV resistant.

ADD:

212-2.1.7

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

212-2.2.7

Valve Boxes. ADD the following:

Valve boxes and covers shall be plastic.

212-2.2.10

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

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

ADD:

212-2.2.17

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

212-2.3

Backflow Preventer Assembly. ADD the following:

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

212-2.2.4

Remote Control Valves. ADD the following:

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

212-2.4

Sprinkler Equipment. ADD the following:

Sprinkler body shall be plastic.

212-3.3

Controller Unit. ADD the following:

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

SECTION 300 – EARTHWORK

300-1.1 General. ADD the following:

Use only hand methods for grubbing within protection zones.

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

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

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

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

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

ADD:

308-1.1 LANDSCAPE ARCHITECT SITE OBSERVATIONS.

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

ADD:

308-4.10

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

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

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

308-5.2.4 Copper Pipeline. ADD the following:

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

ADD:

308-5.2.5 Brass Pipeline. Cut copper piping by power hacksaw, circular cutting machine using an abrasive wheel, or hand hacksaw. No piping shall be cut with metallic wheel cutter of any description. Ream and remove rough edges of burrs so smooth and unobstructed flow is obtained.

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

ADD:

308-5.2.6 UVR-Polyvinyl Chloride Pipeline. Secure pipe to surface with anchors.

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

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

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

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

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

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

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

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

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

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

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

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

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

308-7 Payment. ADD the following:

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

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

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

SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING

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

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

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

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

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

ADD:

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

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

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

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

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

ADD:

700-1.8.5

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

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

700-1.9.1

General. To the City Supplement, ADD the following:

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

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

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

700-1.9.3

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

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

700-2.3

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

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

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

700-2.4 Finish Grading. ADD the following:

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

700-2.15 Payment.

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

SECTION 705 – WATER DISCHARGES

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

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

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

SECTION 707 – RESOURCE DISCOVERIES

**ADD:
707-1.1**

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

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

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

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
FIRE HYDRANT METER PROGRAM

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1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, If so, explain:		
Estimated Duration of Meter Use: <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:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

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

<input type="checkbox"/>	City Meter	<input type="checkbox"/>	Private Meter
Contract Acct #:		Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #		Meter Size: 05	Meter Make and Style: 6-7
Backflow #		Backflow Size:	Backflow Make and Style:
Name:		Signature:	Date:
El Cuervo Del Sur Wetlands Mitigation Project Appendix A - Fire Hydrant Meter Program			

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX B

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX C
SAMPLE CITY INVOICE

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

APPENDIX D

LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

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

RECITALS

- A. Concurrent with execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **El Cuervo Del Sur Wetlands Mitigation Project**, WBS/IO number **21003616**, Bid No. **K-15-6195-DBB-3**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **El Cuervo Del Sur Wetlands Mitigation Project** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

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

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTRMC by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.
- C. **Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in SECTION 700-2.11 of the Construction Contract, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOCP Section except as follows.
- E. **Partial Release of Payment Bond and Performance Bond**

1. **Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work involved in the original agreement as described in this agreement (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation Area after Phase 1 Work has been completed (“Phase 2 Work”).
2. **Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards (“Notice of Completion”).
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project, with the remaining value of each bond type to be set and maintained through the date of completion of Phase 2 Work at a value not less than _____ Percent (____%) of the Project's highest bond value for each bond type, but under no circumstances to be reduced to less than the actual cost of completion of all Phase 2 Work for this Project, whichever is higher (“Partial Bond Release”).
3. **No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default.

SECTION 1: MAINTENANCE CONTRACT SUMMARY

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

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in the written in Exhibit A, at the direction of the City.

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

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

- 1.3 Commencement of Work & Maintenance Period.** This LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with SECTION 700-2.11 of the Construction Contract and shall continue for **60** months. A copy of the approval form is attached as Exhibit B.

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

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

- a) C-27 State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a C-27 State Contractor's License.
- b) Pest Control Advisor's License. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
- c) Registration with the County Agriculture Commission.
- d) Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
- e) City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. See Exhibit C.

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

SECTION 2: ADMINISTRATION

- 2.1 Contract Administrator.** The Transportation & Storm Water Department/ Storm Water Division is the Contract Administrator for the LTRMC. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTRMC and the Contractor's performance of the Work rendered hereunder. When this LTRMC refers to communications to or with City, those communications shall be with the City, unless the City or this LTRMC specifies otherwise. Further, when this LTRMC requires an act or approval by City, that act or approval will be performed by the City.
- 2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this LTRMC with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3 Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4 Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this LTRMC.
- 2.5 Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

PART 3: WORK SITE MAINTENANCE

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

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

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

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides,

rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

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

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

- 3.3 Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTRMC.

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

SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this LTRMC shall not exceed **\$CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM REVEGETATION MAINTENANCE CONTRACT – TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE 2012 WHITEBOOK, SECTION 700-2.1.5, 5.** (Contract Price).

- 4.2 Wage Rates.** Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.

- 4.3 Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.

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

The item(s) of the work subject to this maintenance coverage as specified in Exhibit A (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTRMC.

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

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

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

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

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

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

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

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

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

SECTION 6: MISCELLANEOUS

- 6.1** **Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.
- 6.2** **City Standard Provisions.** This LTRMC is subject to the following standard provisions:
1. **WHITEBOOK, Section 7-13.3, Drug-Free Workplace** (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
 2. **WHITEBOOK, Section 7-13.2, Americans with Disabilities** (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act).
 3. **WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance** (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).
 4. **WHITEBOOK, Section 7-13.7, Notice of Labor Compliance Program Approval** (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).
 5. **WHITEBOOK, Section, 7-13.8, Apprentices on Public Works** (As adopted pursuant to Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts).
 6. **WHITEBOOK, Section 7-13.5, Equal Benefits** (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code).
 7. **WHITEBOOK, Section 2-17, Information Security Policy** (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63).
- 6.3** **Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTRMC.
- 6.4** **Assignment.** The Contractor shall not assign the obligations under this LTRMC, whether by express assignment or by sale of the company, nor any monies due or to become due, without

City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this LTRMC, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

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

AT LEAST 1 PARAGRAPH OF THIS LTRMC MUST BE ON SAME PAGE SIGNATURES.

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

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

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

THE CITY OF SAN DIEGO

By: _____
Mayor or designee

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

By: _____

Printed Name: _____

Title: _____

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

_____ day _____ of **INSERT YEAR**.

Jan I. Goldsmith, City Attorney

By: _____

Printed Name: _____
Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

I. Location of Work. The location of the Work to be performed (Revegetation Area) is shown on those Specifications and Drawings numbered 38074-1-D through 38074-17-D, (Specifications), which are incorporated into this contract by this reference as though fully set forth herein.

II. Description of Work. The Contractor shall maintain the Revegetation Area during the Maintenance and Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Maintenance and Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation system repairs and schedule adjustments, weed removal, dead plant replacement, pest management, and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Contractor shall coordinate activities and schedule with the Project Biologist. The Project Biologist will monitor Work performed by the Contractor under the Maintenance and Monitoring Program according to the schedule and methods specified in the Revegetation Plan.

III. Method of Performing Work.

A. Irrigation. Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.

2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:

- a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
 - e) Irrigation must be controlled to water between 6:00 pm and 10:00 am to adhere to drought watering restrictions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
 - b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, Contractor shall:
 - a) Not duplicate any coded City key furnished by City for access and operation of the controller;
 - b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
 - c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
 - d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.
6. Removal of Automatic Irrigation Controllers. The system of above grade piping and sprinklers with automatic control valves for the irrigation of seeded areas and replanted nature preserve areas for the purpose of establishing the new plantings shall be dismantled and removed no sooner than 24 months after the conclusion of the LTRMC.

B. Weed Removal. Non-native plant (weed) control requires constant diligence by the Contractor. The first two years of project establishment is the crucial period for weed control. Weed species encountered during maintenance visits will be removed immediately. Weeds reported by the Project Biologist in monitoring memos will be removed within two weeks of notification. Because of the critical nature of weed control at the beginning of the project, the Contractor will be required to reseed/replant if weeds are not controlled on a timely basis. At a minimum, the following weed removal methods should be included in the implementation specifications, as outlined in the Revegetation Plan:

1. Weed removal shall be performed predominantly by hand, but herbicides can be utilized under certain conditions to eradicate noxious weeds. An herbicide such as Rodeo® should be acceptable in most situations and shall be applied by a licensed applicator in the appropriate concentration.
2. Weed seedlings and sprouts within the creation area shall be continually removed before they attain 12 inches in height or before they produce seed, whichever is first.
3. The Contractor shall coordinate with the Project Biologist for monitoring of weed eradication and exotic species removal at all times throughout the year.

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

- C. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.
- 1) All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
 - 2) Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.
- D. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.
- 1) Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
 - 2) If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
 - 3) City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.
- E. Trash Removal. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTRMC. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
- 1) Contractor Generated Litter. All trash shall be removed by the Contractor from the Revegetation Area during each maintenance visit throughout the

maintenance period. Care shall be taken so that trash removal activities minimize or avoid impacts to plants in the mitigation. Dead limbs and tree fall will be left in place. Weed debris shall be removed from the project area and disposed of at an offsite City facility approved to handle such waste.

- 2) Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Revegetation Area.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE CITY SUPPLEMENT, SECTION 700-2.12

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: _____

Name of License Holder: _____

Expiration Date: _____

Pest Control Applicator's Name: _____

License Number: _____

Expiration Date: _____

Pest Control Advisor's Name: _____

License Number: _____

Expiration Date: _____

City of San Diego Business License Number: _____

Expiration Date: _____

ATTACHMENT F
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1

MC
License ✓
A, C27

City of San Diego

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

CONTRACT DOCUMENTS



FOR

EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT

VOLUME 2 OF 2

BID NO.: K-15-6195-DBB-3
 SAP NO. (WBS/IO/CC): _____
 CLIENT DEPARTMENT: 2116121120
 COUNCIL DISTRICT: 1
 PROJECT TYPE: CB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

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

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

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

1. Bid/Proposal..... 3
2. Bid Bond..... 6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 7
4. Contractors Certification of Pending Actions 8
5. Equal Benefits Ordinance Certification of Compliance..... 9
6. Proposal (Bid)..... 10
7. Form AA35 - List of Subcontractors 17
8. Form AA40 - Named Equipment/Material Supplier List 18

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

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

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

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

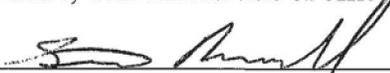
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

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

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



(Signature)

Steven Reinoehl

(Printed Name)

Director

(Title of Officer)

(Impress Corporate Seal Here)

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

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

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

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

(7) Email Address office@naturesimage.net

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A & C 27

LICENSE NO. 720513 EXPIRES 3/31/2016

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003271

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

TAX IDENTIFICATION NUMBER (TIN): 33-0689073

Email Address: office@naturesimage.net

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature  Title Director

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

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

see attached certificate
(NOTARIAL SEAL)

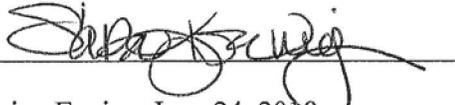
JURAT

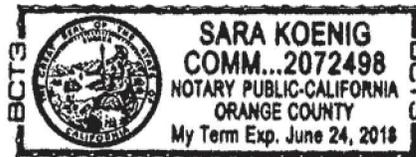
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

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

WITNESS my hand and official seal.

Signature  (Seal)
My Commission Expires June 24, 2018



BIDDING DOCUMENTS

Bond No. NATIM-105

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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

El Cuervo Del Sur Wetland, Mitigation Project

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

SIGNED AND SEALED, this 8th day of May, 2015

Natures Image, Inc. (SEAL)
(Principal)

The Ohio Casualty Insurance Company(SEAL)
(Surety)

By: [Signature]
(Signature)

By: [Signature]
Dwight Reilly (Signature) Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

ACKNOWLEDGMENT

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

State of California

County of Orange)

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

personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~
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.

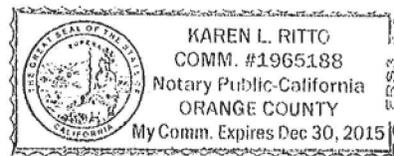
WITNESS my hand and official seal.

Signature



Karen L. Ritto

(Seal)



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

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

Certificate No. 6836021

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

Bond No. NATIM-105

POWER OF ATTORNEY

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

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

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



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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



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

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

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

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)
) ss.
County of Orange)

Steven Reinoehl, being first duly sworn, deposes and says that he or she is Director of 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.

Signed: 
Title: Director

Subscribed and sworn to before me this 18 day of May, 20 15
By Steven Reinoehl, proved to me on the basis of satisfactory evidence to be the person that appeared before me
See attached certificate
Notary Public

(SEAL)

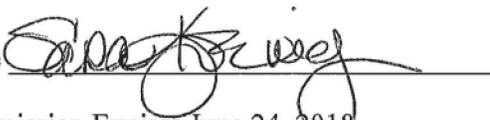
JURAT

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

State of California)
County of Orange)

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

WITNESS my hand and official seal.

Signature  (Seal)
My Commission Expires June 24, 2018



BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

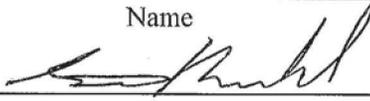
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of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

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

Contractor Name: Natures Image, Inc.

Certified By Steven Reinoehl Title Director

Name



Signature

Date May 18, 2015

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION

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

CONTRACT INFORMATION

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

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

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

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bond (Payment and Performance)	 	\$12,694.00
2	1	LS	561730	9-3.4.1	Mobilization	 	\$50,091.00
3	1	AL		9-3.5	Field Orders - Type II	 	\$25,000.00
4	1	LS	561730	700-2.15	Clearing and Grubbing	 	\$18,053.00
5	4,017	CY	238990	300-2.9	Unclassified Excavation and Export	\$ 38.13	\$ 153,168.21
6	815	CY	238990	7-5.3	Unclassified Fill	\$ 35.07	\$ 28,541.30
7	23,168	SF	561730	308-7	Herbaceous Wetland Seed Mix	\$ 0.09	\$ 2,085.12
8	50,026	SF	561730	308-7	Riparian Scrub Seed Mix	\$ 0.09	\$ 4,502.34
9	25,715	SF	561730	308-7	Riparian Transitional Seed Mix	\$ 0.09	\$ 2,314.35

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
10	48	EA	561730	308-7	Populus Fremontii (5 gal)	\$ 29.55	\$ 1,418.40
11	20	EA	561730	308-7	Salix Exigua (1 gal)	\$ 4.06	\$ 81.20
12	131	EA	561730	308-7	Salix Gooddingii (1 gal)	\$ 4.06	\$ 531.86
13	93	EA	561730	308-7	Salix Laevigata (1 gal)	\$ 4.06	\$ 377.58
14	197	EA	561730	308-7	Salix Lasiolepis (1 gal)	\$ 4.06	\$ 799.82
15	350	EA	561730	308-7	Baccharis Salicifolia (1 gal)	\$ 4.06	\$ 1,421.00
16	58	EA	561730	308-7	Iva Hayesiana (1 gal)	\$ 10.75	\$ 623.06 623.50 ^{MC}
17	58	EA	561730	308-7	Juncus Acutus SSP Leopoldii (1 gal)	\$ 10.75	\$ 623.50
18	30	EA	561730	308-7	Rosa Californica (1 gal)	\$ 10.75	\$ 322.50
19	103	EA	561730	308-7	Anemopsis Californica (1 gal)	\$ 11.60	\$ 1,194.80
20	103	EA	561730	308-7	Carex Praegracilis (1 gal)	\$ 10.75	\$ 1,107.25
21	58	EA	561730	308-7	Frankenia Salina (1 gal)	\$ 13.29	\$ 770.82
22	103	EA	561730	308-7	Juncus Mexicanus (1 gal)	\$ 12.02	\$ 1,238.06

BIDDING DOCUMENTS

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

BIDDING DOCUMENTS

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

BIDDING DOCUMENTS

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

JWC

BIDDING DOCUMENTS

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

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

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

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

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

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

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

Bidder: Natures Image, Inc.

Title: Corporation

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

Place of Business: Lake Forest, California

Place of Residence: Laguna Hills, CA

Signature: 

BIDDING DOCUMENTS

NOTES:

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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

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

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

Certified Minority Business Enterprise
 Certified Disadvantaged Business Enterprise
 Other Business Enterprise
 Certified Small Local Business Enterprise
 Woman-Owned Small Business
 Service-Disabled Veteran Owned Small Business

MBE
DBE
OBE
SLBE
WoSB
SDVOSB

0.2799
MC
WBE
DVBE
ELBE
SDB
HUBZone

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego
 California Public Utilities Commission
 State of California's Department of General Services
 State of California

State of California Department of Transportation
 San Diego Regional Minority Supplier Diversity Council
 City of Los Angeles
 U.S. Small Business Administration

CALTRANS
 SRMSDC
 LA
 SBA

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

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

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

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



THE CITY OF SAN DIEGO

December 15, 2014

Christine Rothman
City Of San Diego Transportation & Storm Water Department
2781 Caminito Chollas, MS 44
San Diego, CA 92105
CRothman@Sandiego.gov

Dear Ms. Rothman:

Subject: MBHS Channel Maintenance SCR- Substantial Conformance Review
Project No. 389568; Internal Order No. 21002863
SCR REVIEW: For channel maintenance under the MSWSMP and SDP No.
1134892, PEIR No. 42891

The Development Services Department has completed and **APPROVED** the Process 2 Substantial Conformance Review (SCR) Approval No. 1393267, for the proposed channel maintenance as described in your September 29, 2014, application to the Development Services Department. The SCR was determined to be **consistent** with the objectives, standards, guidelines and conditions under the Master Storm Water System Maintenance Program (MSWSMP) and Site Development Permit (SDP) No. 1134892 and Program Environmental Impact Report (PEIR) No. 42891.

The purpose of the MBHS Channel Maintenance Project is to maintain the existing storm water facility by restoring its original design capacity to provide public safety and protection of property. The City is proposing to routinely maintain the MBHS and PBO channels (MMP Maps 36 and 37) through periodic removal of trash, debris, vegetation and accumulated sediment. Maintenance of the MBHS and PBO channels has not been previously mitigated. Impacts are unavoidable and have been minimized to the maximum extent practical, and as such, one-time compensatory mitigation is proposed as outlined in the Los Peñasquitos Canyon Preserve Wetland Enhancement Plan and El Cuervo Del Sur Wetlands Mitigation Plan.

No equipment will be staged on site. All spoils will be immediately hauled by dump trucks to the Miramar landfill. The maintenance activities do not include any modification that changes the character, scope, or size of the original fill design and will not increase the conveyance capacity of any facility beyond its as-built condition.

Page 2
Christine Rothman
December 15, 2014

All applicable and relevant conditions and findings of approval as specified in the approved channel maintenance work program under the MSWSMP and SDP No. 1134892 shall remain in full effect for this site, unless otherwise specified by the Development Services Department.

If you have any questions, I may be reached by telephone at (619) 446-5223 or via e-mail at HMDeisher@sandiego.gov

Sincerely,



Helene M. Deisher
Development Project Manager

Enclosure:

1. Notice of Decision

cc: File & Digital File
CPG Chair
Reviewing Staff (letter only)
California Coastal Commission (Diana Lilly)



THE CITY OF SAN DIEGO

Date of Notice: November 25, 2014

REVISED NOTICE OF DECISION

DEVELOPMENT SERVICES DEPARTMENT
Internal Order No. 21002863

APPROVAL TYPE(S): Substantial Conformance Review (Process Two) under Master Storm Water System Maintenance Program, Site Development Permit (SDP) No. 1134892, Program Environmental Impact Report (PEIR) No. 42891

PROJECT NAME/NUMBER: MBHS Channel Maintenance SCR- 389568
APPLICANT: City Of San Diego Transportation & Storm Water Department- Christine Rothman

COMMUNITY PLAN AREA: PACIFIC BEACH
COUNCIL DISTRICT: 2

CITY PROJECT MANAGER: Helene Deisher, Development Project Manager
MAILING ADDRESS: 1222 First Avenue, MS: 302, San Diego, CA 92101-4153
PHONE NUMBER/E-MAIL: (619) 446-5223 email hmdeisher@sandiego.gov

On November 20, 2014, Development Services Staff **APPROVED** a Substantial Conformance Review (SCR) No. 1393267, for the proposed channel maintenance. The project will perform channel maintenance to restore and to maintain the existing Storm Water Facilities to their original capacities under the Master Storm Water System Maintenance Program (MSWSMP) and Site Development Permit (SDP) 1134892 and Program Environmental Impact Report (PEIR), Project 42891/SCH 2004101032. The project proposes work within two channels. One is a concrete lined channel adjacent to Mission Bay High School (MBHS) and the second is an earthen channel at Pacific Beach and Olney Drive. (PBO).

The purpose of the MBHS Channel Maintenance Project is to maintain the existing storm water facility by restoring its original design capacity to provide public safety and protection of property. The City is proposing to routinely maintain the MBHS and PBO channels through periodic removal of trash, debris, vegetation and accumulated sediment. Maintenance of the MBHS and PBO channels has not been previously mitigated. Impacts are unavoidable and have been minimized to the maximum extent practical, and as such, one-time compensatory mitigation is

proposed as outlined in the Los Peñasquitos Canyon Preserve Wetland Enhancement Plan and El Cuervo Del Sur Wetlands Mitigation Plan.

No equipment will be staged on site. All spoils will be immediately hauled by dump trucks to the Miramar landfill. The maintenance activities do not include any modification that changes the character, scope, or size of the original fill design and will not increase the conveyance capacity of any facility beyond its as-built condition.

If you have any questions about this project, the decision, or wish to receive a copy of the resolution approving or denying the project, contact the City Project Manager above.

The decision by staff can be appealed to the **City Council** no later than twelve (12) business days of the decision date. See Information Bulletin 505 "Appeal Procedure", available at www.sandiego.gov/development-services or in person at the Development Services Department, located at 1222 First Avenue, 3rd Floor, San Diego, CA 92101. Please do not e-mail your appeal as it will not be accepted. The decision of the City Council is final.

cc: Brian Curry, Chair of the Pacific Beach Planning Group at briancurry77@gmail.com



THE CITY OF SAN DIEGO

February 21, 2014

Anne Jarque
City Of San Diego Transportation & Storm Water Department
2781 Caminito Chollas, MS 44
San Diego, CA 92105
AJarque@Sandiego.gov

Dear Ms. Jarque:

Subject: Soledad/Sorrento/Flintkote SCR- Substantial Conformance Review
Project No. 344409; Internal Order No. 21002863
SCR REVIEW: For channel maintenance under the MSWSMP and SDP No.
1134892, PEIR No. 42891

The Development Services Department has completed and **APPROVED** the Process 2 Substantial Conformance Review (SCR) for the proposed channel maintenance as described in your October 28, 2013, application to the Development Services Department. The SCR was determined to be **consistent** with the objectives, standards, guidelines and conditions under the Master Storm Water System Maintenance Program (MSWSMP) and Site Development Permit (SDP) No. 1134892.

The project includes the removal of accumulated sediment, trash and debris within two concrete-lined facilities, known as the Soledad Canyon/Sorrento Creek and Flintkote channels, which would provide flood control for the protection of life and property. The channels are generally located in the vicinity of Flintkote Avenue and Roselle Street adjacent to properties located at 11055 Flintkote Ave and 10940-10586 Roselle Street within the IL-3-1 zone, Coastal Overlay Zone (Non-Appealable 1), 100-year Floodplain (Special Flood Hazard Area), MSCP and MHPA.

On December 17, 2013, the California Coastal Commission determined the project to be in substantial conformance with the Transportation & Storm Water Department's State-Issued Coastal Development Permit No. A-6-NOC-086, issued November 15, 2012.

Page 2
Anne Jarque
February 21, 2014

All applicable and relevant conditions and findings of approval as specified in the approved channel maintenance work program under the MSWSMP and SDP No. 1134892 shall remain in full effect for this site, unless otherwise specified by the Development Services Department.

If you have any questions, I may be reached by telephone at (619) 446-5223 or via e-mail at HMDeisher@sandiego.gov

Sincerely,



Helene M. Deisher
Development Project Manager

Enclosure:

1. Notice of Decision

cc: File & Digital File
Dennis E. Ridz, Chair of the Torrey Pines Community Planning Board (Via e-mail: dennisridz@hotmail.com)
Reviewing Staff (letter only)
S. Wayne Rosenbaum (via e-mail swrosenbaum@stoel.com)
Stoel Rives 12255 El Camino Real, STE. 100 San Diego 92130
Paul Draper-c/o Bio Med Realty 17190 Bernardo Center Drive San Diego 92128



THE CITY OF SAN DIEGO

Date of Notice: January 31, 2014

NOTICE OF DECISION

DEVELOPMENT SERVICES DEPARTMENT

Internal Order No. 21002863

APPROVAL TYPE(S): SUBSTANTIAL CONFORMANCE REVIEW, PROCESS 2
PROJECT NAME/NUMBER: SORRENTO/SOLEDAD/FLINTKOTE SCR /PTS 344409
APPLICANT: Anne Jarque, City of San Diego, Transportation & Storm Water Department

COMMUNITY PLAN AREA: TORREY PINES
COUNCIL DISTRICT: 1

CITY PROJECT MANAGER: Helene Deisher, Development Project Manager
MAILING ADDRESS: 1222 First Avenue, MS 302, San Diego, CA 92101-4153
PHONE NUMBER/E-MAIL: (619) 446-5223 E-Mail: HMdeisher@sandiego.gov

On January 31, 2014, Development Services Staff **APPROVED** an application for a substantial conformance review under the City's Master Storm Water System Maintenance Program (MSWSMP), Program Environmental Impact Report (PEIR) No. 42891, Site Development Permit No. 1134892, and State Issued Coastal Development Permit No. A-6-NOC-11-086. The project includes the removal of accumulated sediment, trash and debris within two concrete-lined facilities, known as the Soledad Canyon/Sorrento Creek and Flintkote channels, to provide flood control for the protection of life and property. The channels are generally located in the vicinity of Flintkote Avenue and Roselle Street adjacent to properties located at 11055 Flintkote Ave and 10940-10586 Roselle Street within the IL-3-1 zone, Coastal Overlay Zone (Non-Appealable 1), 100-year Floodplain (Special Flood Hazard Area), MSCP and MHPA. On December 17, 2013, the California Coastal Commission determined the project to be in substantial conformance with their State-Issued Coastal Development Permit No. A-6-NOC-086 issued November 15, 2012. This SCR application was "Deemed Complete" on October 28, 2013.

If you have any questions about this project, the decision, or wish to receive a copy of the resolution approving or denying the project, contact the City Project Manager above.

The decision by staff can be appealed to the **City Council** no later than *twelve (12)* business days of the decision date, See Information Bulletin 505 "Appeal Procedure", available at www.sandiego.gov/development-services or in person at the City Clerk's office, located at 202 "C" Street, 2nd Floor, San Diego, CA 92101. Please do not e-mail your appeal as it will not be accepted. The decision of the City Council is final.

This project is within the scope of Program Environmental Impact Report No. 42891/SCH No. 2004101032, Certified on October 24, 2011. This Program Environmental Impact Report adequately describes the activity for the purposes of CEQA.

This information will be made available in alternative formats for persons with disabilities upon request.

cc: Dennis E. Ridz, Chair of the Torrey Pines Community Planning Board

CONSTRUCTION BMP NOTES

- ALL BEST MANAGEMENT PRACTICES (BMPs) WILL BE IMPLEMENTED PRIOR TO OR CONCURRENT WITH CONSTRUCTION AND MAINTAINED THROUGHOUT THE PROJECT. A QUALIFIED CONTACT PERSON WILL BE RESPONSIBLE FOR IMPLEMENTING THE STORMWATER POLLUTION PREVENTION PLAN (SWPP). ALL WORK SHALL BE COMPLETED BETWEEN SEPTEMBER 15TH AND FEBRUARY 15TH UNLESS AN EXTENSION IS GRANTED IN CONFORMANCE WITH ALL APPLICABLE PERMITS.
- CONTRACTOR WILL LIMIT ALL CONSTRUCTION RELATED ACTIVITIES TO THE PROJECT FOOTPRINT.
- EXISTING VEGETATION TO BE PRESERVED IN PLACE SHALL BE CLEARLY MARKED WITH A BUFFER AREA FOLLOWING THE GUIDANCE OF BMP FACT SHEET EC-2.
- REMOVAL OF VEGETATION MUST OCCUR BY HAND, MECHANICALLY, OR USING U.S. ENVIRONMENTAL PROTECTION AGENCY APPROVED HERBICIDES DEPLOYED WITH APPLICABLE BMPs TO PREVENT IMPACTS TO BENEFICIAL USES OF WATERS OF THE U.S. AND/OR STATE. USE OF AQUATIC PESTICIDES MUST BE DONE IN ACCORDANCE WITH STATE WATER RESOURCES CONTROL BOARD WATER QUALITY ORDER NO. 2004-0009-DWQ, AND ANY SUBSEQUENT REISSUANCE AS APPLICABLE. REMOVAL OF VEGETATION MUST OCCUR OUTSIDE OF THE AVIAN NESTING SEASON (MARCH 15-AUGUST 31).
- REMOVAL AND DISPOSAL OF EXOTIC INVASIVE SPECIES SHALL BE DONE IN A MANNER THAT PREVENTS THE SPREAD OF EXOTIC INVASIVE SPECIES TO OTHER AREAS.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ADEQUATE WIND EROSION CONTROL IS AVAILABLE ONSITE FOLLOWING BMP FACT SHEET WE-1.
- STABILIZED CONSTRUCTION ROADWAYS AND ENTRANCE/EXITS WILL BE INSTALLED TO PREVENT TRACKING FOLLOWING THE GUIDANCE OF BMP FACT SHEET TC-1 AND TC-2.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF SILT AND MUD ON STREETS AND OTHER PAVED SURFACES DUE TO GRADING AND STOCKPILING ACTIVITIES. STREET SWEEPING AND VACUUMING WILL BE MANAGED FOLLOWING THE GUIDANCE OF BMP FACT SHEET SE-7.
- THE PERIMETER OF THE SITES SHALL BE PROTECTED AGAINST RUN-ON AND RUNOFF USING LINEAR SEDIMENT BARRIERS SUCH AS DRAINAGE SWALES, SILT FENCE, FIBER ROLLS, AND/OR GRAVEL BAG BERMS. THE SEDIMENT CONTROL BMPs MAY BE USED INTERCHANGEABLY BASED ON SITE CONDITIONS AND STORMWATER CONCENTRATION.
- CONTRACTOR TO PLACE LINEAR SEDIMENT BARRIERS AROUND WORK ZONE FOLLOWING THE GUIDANCE OF BMP FACT SHEETS SC-1, SC-5, SC-6 AND/OR SC-8. SC-1 OR SC-5 SHALL BE USED WHERE APPROPRIATE IN CONJUNCTION WITH FORREST GREEN CONSTRUCTION FENCE, WHICH WILL BE USED AS SUPPORT. FIBER ROLLS MUST BE ADEQUATELY SECURED SO THAT STORMWATER CANNOT GET AROUND OR UNDER THEM.
- GRAVEL BAG BERMS MAY BE USED TO FORM BARRIERS ACROSS SLOPES TO INTERCEPT RUNOFF AND RELEASE IT AS SHEET FLOW, PROVIDING SOME SEDIMENT REMOVAL. GRAVEL BAGS CAN BE USED WHERE FLOWS ARE MODERATELY CONCENTRATED, SUCH AS IN DITCHES AND SWALES. GRAVEL BAGS SHALL BE USED AS A LINEAR SEDIMENT BARRIER IF FLOW EXCEEDS THE ABILITY OF FIBER ROLLS TO CONTROL. GRAVEL BAG BERMS WILL BE IMPLEMENTED FOLLOWING THE GUIDANCE OF BMP FACT SHEET SE-6.
- FIBER ROLLS SHALL ALSO BE USED IN VEGETATED AREAS, ON SLOPES, AND TO FORM BERMS AROUND STOCKPILES. FIBER ROLLS SHALL BE IMPLEMENTED FOLLOWING THE GUIDANCE OF BMP FACT SHEET SC-5. SILT FENCE MAY ALSO BE USED AT TOES OF STOCKPILES.
- SOIL ROUGHENING CAN BE USED IN CONJUNCTION WITH HYDRAULICALLY APPLIED STABILIZATION METHODS, GEOTEXTILES, FIBER ROLLS, OR MULCH TO PROTECT, TEMPORARY STOCKPILES, OR SWALES FOLLOWING THE GUIDANCE OF BMP FACT SHEETS EC-4, EC-5, & EC-7.
- CONTRACTOR SHALL RESTORE ALL EROSION CONTROL DEVICES TO WORKING ORDER AFTER EACH RUNOFF-PRODUCING RAINFALL.
- TEMPORARY EROSION OR SEDIMENT CONTROL MEASURES WILL BE REMOVED UPON COMPLETION OF CONSTRUCTION UNLESS THEIR REMOVAL WOULD RESULT IN GREATER ENVIRONMENTAL IMPACT THAN LEAVING THEM IN PLACE.
- WASTE AND STOCKPILES SHALL BE MANAGED FOLLOWING THE GUIDANCE OF BMP FACT SHEETS WM-3, WM-5, WM-6, WM-7, AND WM-10. COMPOSTABLE GREEN WASTE MATERIALS SHALL BE TRANSPORTED TO AN APPROVED COMPOSTING FACILITY WHEN FEASIBLE.
- EXPOSED WASTE MATERIALS AND SOIL STOCKPILES SHALL BE TEMPORARILY STORED IN STAGING AREAS UNTIL REMOVAL TO A PERMITTED DISPOSAL FACILITY. EXPOSED WASTE MATERIALS AND SOIL STOCKPILES SHALL BE PROTECTED IN PLACE USING SILT FENCE, FIBER ROLLS, GRAVEL BAGS, PLASTIC COVERS, AND/OR DRAINAGE SWALES FOLLOWING THE GUIDANCE OF BMP FACT SHEETS SE-1, SE-5, SE-6, EC-7 AND/OR EC-9. MANAGEMENT OF STOCKPILES TEMPORARILY MUST ALSO COMPLY WITH R9-2007-0104, CONDITIONAL WAIVERS OF WASTE DISCHARGE REQUIREMENTS FOR SPECIFIC TYPES OF DISCHARGE WITHIN THE SAN DIEGO REGION, CONDITIONAL WAIVER 8.
- HAZARDOUS MATERIALS USED DURING CONSTRUCTION WILL NOT BE STORED WITHIN 50 FEET FROM STORM WATER FACILITIES. HAZARDOUS MATERIALS SHALL BE MANAGED AND STORED IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. A REGISTERED FIRST-RESPONSE, PROFESSIONAL HAZARDOUS MATERIALS CLEAN-UP/REMEDATION SERVICE SHALL BE LOCALLY AVAILABLE ON CALL.
- CONSTRUCTION-RELATED TRASH WILL BE STORED IN AN APPROPRIATE RECEPTACLE WITH A COVER IN THE STAGING AREAS AT LEAST 150 FEET FROM STORM WATER FACILITIES, AND TRASH RECEPTACLES WILL BE EMPTIED/REMOVED REGULARLY (AT LEAST ONCE PER WEEK).
- SANITARY FACILITIES WILL BE PROVIDED ONSITE FOR THE USE OF PERSONNEL AND WILL BE PROPERLY MAINTAINED, INCLUDING BEING EQUIPPED WITH SECONDARY CONTAINMENT FOLLOWING THE GUIDANCE OF BMP FACT SHEET WM-9.
- SPILLS SHALL BE MANAGED FOLLOWING THE GUIDANCE OF BMP FACT SHEET WM-4. SPILL CLEANUP MATERIALS SHALL BE AVAILABLE ONSITE AT ALL TIMES.
- MATERIAL USE, DELIVERY AND STORAGE SHALL BE MANAGED FOLLOWING THE GUIDANCE OF BMP FACT SHEETS WM-1 AND WM-2.
- WATER SHALL BE CONSERVED FOLLOWING THE GUIDANCE OF BMP FACT SHEET NS-1 SO AS NOT TO ALLOW UNAUTHORIZED NON-STORMWATER DISCHARGES.
- BMP MATERIAL SHALL BE STORED ONSITE TO PROVIDE COMPLETE PROTECTION OF EXPOSED AREAS AND PREVENT OFFSITE SEDIMENT TRANSPORT.
- VEHICLE AND EQUIPMENT FUELING/CONSTRUCTION SHALL BE MANAGED FOLLOWING THE GUIDANCE OF BMP FACT SHEETS NS-9 AND NS-10. THE FUELING AREA SHALL BE

- LOCATED AT LEAST 150 FEET AWAY FROM THE CHANNELS. NO ROUTINE CONSTRUCTION AND NO STORAGE OF PETROLEUM PRODUCTS OR CHEMICALS ARE PERMITTED ONSITE. RE-FUELING WILL BE RESTRICTED TO HEAVY EARTH MOVING EQUIPMENT (NOT DUMP TRUCKS). EQUIPMENT WILL BE INSPECTED DAILY FOR FLUID LEAKS AND PROMPTLY CLEANED UP.
- THE CONTRACTOR SHALL PROVIDE EQUIPMENT NECESSARY TO EXTINGUISH SMALL BRUSH FIRES (FROM SPARKING VEHICLES, ETC.) ON-SITE DURING ALL PHASES OF PROJECT ACTIVITIES, ALONG WITH TRAINED PERSONNEL FOR USE OF SUCH EQUIPMENT.
 - SAMPLING AND ANALYSIS, MONITORING AND REPORTING, AND POST-CONSTRUCTION MANAGEMENT OF THE PROJECT SHALL BE CONDUCTED AS DETERMINED NECESSARY BY THE CITY OF SAN DIEGO.
 - CONTRACTOR SHALL PROVIDE TRAINING FOR ALL PERSONNEL RESPONSIBLE FOR THE PROPER INSTALLATION, INSPECTION, AND CONSTRUCTION OF ONSITE BMPs.
 - PREVIOUSLY UNDISTURBED STAGING AREAS WILL BE REVEGETATED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION ACTIVITIES. THE REVEGETATED AREAS WILL BE MONITORED FOR A PERIOD OF NOT LESS THAN 25 MONTHS AFTER PLANTING.

ENVIRONMENTAL MITIGATION REQUIREMENTS:

- A. GENERAL REQUIREMENTS
- PRE-CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT. THE PERMIT HOLDER IS RESPONSIBLE TO ARRANGE AND PERFORM THIS MEETING BY CONTACTING THE CITY RESIDENT ENGINEER (RE) OF THE FIELD ENGINEERING DIVISION, CITY STAFF FROM MITIGATION MONITORING COORDINATION (MMC), AND CITY STAFF FROM PARK AND RECREATION OPEN SPACE. ATTENDEES MUST ALSO INCLUDE THE PERMIT HOLDER'S REPRESENTATIVE(S), JOB SITE SUPERINTENDENT AND ENVIRONMENTAL CONSULTANTS.
NOTE: FAILURE OF ALL RESPONSIBLE PERMIT HOLDER'S REPRESENTATIVES AND CONSULTANTS TO ATTEND SHALL REQUIRE AN ADDITIONAL MEETING WITH ALL PARTIES PRESENT.
CONTACT INFORMATION:
a) THE PRIMARY POINT OF CONTACT IS THE RE AT THE FIELD ENGINEERING DIVISION AT 858-627-3200.
b) IT IS ALSO REQUIRED TO CALL THE RE AND MMC AT 858-627-3360 FOR CLARIFICATION OF ENVIRONMENTAL REQUIREMENTS.
 - MMRP COMPLIANCE: THIS PROJECT, "MASTER STORM WATER SYSTEM MAINTENANCE PROGRAM FINAL RECIRCULATED PROGRAM ENVIRONMENTAL IMPACT REPORT," PROJECT TRACKING SYSTEM (PTS) #362552, SHALL CONFORM TO THE MITIGATION REQUIREMENTS CONTAINED IN THE ASSOCIATED ENVIRONMENTAL DOCUMENT AND SHALL BE IMPLEMENTED TO THE SATISFACTION OF DSD'S ENVIRONMENTAL DESIGNEE (MMC) AND THE RE. THE REQUIREMENTS MAY NOT BE REDUCED OR CHANGED BUT MAY BE ANNOTATED (I.E. TO EXPLAIN WHEN AND HOW COMPLIANCE IS BEING MET AND LOCATION OF VERIFYING PROOF, ETC.). ADDITIONAL CLARIFYING INFORMATION MAY ALSO BE ADDED TO OTHER RELEVANT PLAN SHEETS AND/OR SPECIFICATIONS AS APPROPRIATE (E.G. SPECIFIC LOCATIONS, TIMES OF MONITORING, METHODOLOGY, ETC.).
NOTE: PERMIT HOLDER'S REPRESENTATIVES MUST ALERT THE RE AND MMC IF THERE ARE ANY DISCREPANCIES IN THE PLANS, NOTES OR ANY CHANGES DUE TO FIELD CONDITIONS. ALL CONFLICTS MUST BE APPROVED BY THE RE AND MMC BEFORE THE WORK IS PERFORMED.
 - OTHER AGENCY REQUIREMENTS: EVIDENCE OF COMPLIANCE WITH ALL OTHER AGENCY REQUIREMENTS OR PERMITS SHALL BE SUBMITTED TO THE RE AND MMC FOR REVIEW AND ACCEPTANCE PRIOR TO THE BEGINNING OF WORK OR WITHIN ONE (1) WEEK OF THE PERMIT HOLDER OBTAINING DOCUMENTATION OF THOSE PERMITS OR REQUIREMENTS. EVIDENCE SHALL INCLUDE COPIES OF PERMITS, LETTERS OF RESOLUTION OR OTHER DOCUMENTATION ISSUED BY THE RESPONSIBLE AGENCY.
 - MONITORING EXHIBITS: ALL CONSULTANTS ARE REQUIRED TO SUBMIT TO THE RE AND MMC, A MONITORING EXHIBIT ON A 11"x17" REDUCTION OF THE APPROPRIATE CONSTRUCTION PLAN, SUCH AS SITE PLAN, GRADING, LANDSCAPE, ETC. MARKED TO CLEARLY SHOW THE SPECIFIC AREAS INCLUDING THE LIMIT OF WORK, SCOPE OF THAT DISCIPLINE'S WORK, AND NOTES INDICATING WHEN IN THE CONSTRUCTION SCHEDULE THAT WORK WILL BE PERFORMED. WHEN NECESSARY FOR CLARIFICATION, A DETAILED METHODOLOGY OF HOW THE WORK WILL BE PERFORMED SHALL BE INCLUDED.
NOTE: SURETY AND COST RECOVERY - WHEN DEEMED NECESSARY BY THE DEVELOPMENT SERVICES DIRECTOR OR CITY MANAGER, THEY MAY REQUIRE ADDITIONAL SURETY INSTRUMENTS OR BONDS FROM THE PERMIT HOLDER TO ENSURE THE LONG TERM PERFORMANCE OR IMPLEMENTATION OF REQUIRED MITIGATION MEASURES OR PROGRAMS. THE CITY IS AUTHORIZED TO RECOVER ITS COST TO OFFSET THE SALARY, OVERHEAD, AND EXPENSES FOR CITY PERSONNEL AND PROGRAMS TO MONITOR QUALIFYING PROJECTS.
 - THE FOLLOWING ENVIRONMENTAL DOCUMENT CONTAINS THE APPROPRIATE ENVIRONMENTAL REQUIREMENTS FROM THE MMRP: MASTER STORM WATER SYSTEM MAINTENANCE PROGRAM ENVIRONMENTAL IMPACT REPORT NO. 42891/SCH NO.2004101032; CITY OF SAN DIEGO SITE DEVELOPMENT PERMIT NO. 1134892; COASTAL DEVELOPMENT PERMIT NO. A-6-NOC-11-086.
 - OTHER SUBMITTALS AND INSPECTIONS: THE PERMIT HOLDER'S REPRESENTATIVES SHALL SUBMIT ALL REQUIRED DOCUMENTATION, VERIFICATION LETTERS, AND REQUESTS FOR ALL ASSOCIATED INSPECTIONS TO THE RE AND MMC FOR APPROVAL PER THE FOLLOWING SCHEDULE:

ISSUE AREA DOCUMENT SUBMITTAL ASSOC INSPECTION /APV NOTES

PATH: J:\7676000_50 STORMWATER_MITIGATION PLANS\012_CAD\005\DWG\SHEETS\CC-0102.DWG
 PLOT DATE: 3/25/2015 10:50 AM
 BR: SERRA, ROLL


 DANIEL A. LEE P.E.
 R.C.E. NO. 38396
 EXP. 03-31-17
 3-5-15
 DATE



CITY CONTRACT

GRADING PLANS FOR EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT

A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST

CITY OF SAN DIEGO, CALIFORNIA
SHEET 2 OF 17 SHEETS

PROJECT NO. 362552
I.O. NO. 21003616

DESIGNED BY: *Chris Gascon* DATE: 3/13/15
CHECKED BY: DANIEL A. LEE
DATE: 3/13/15

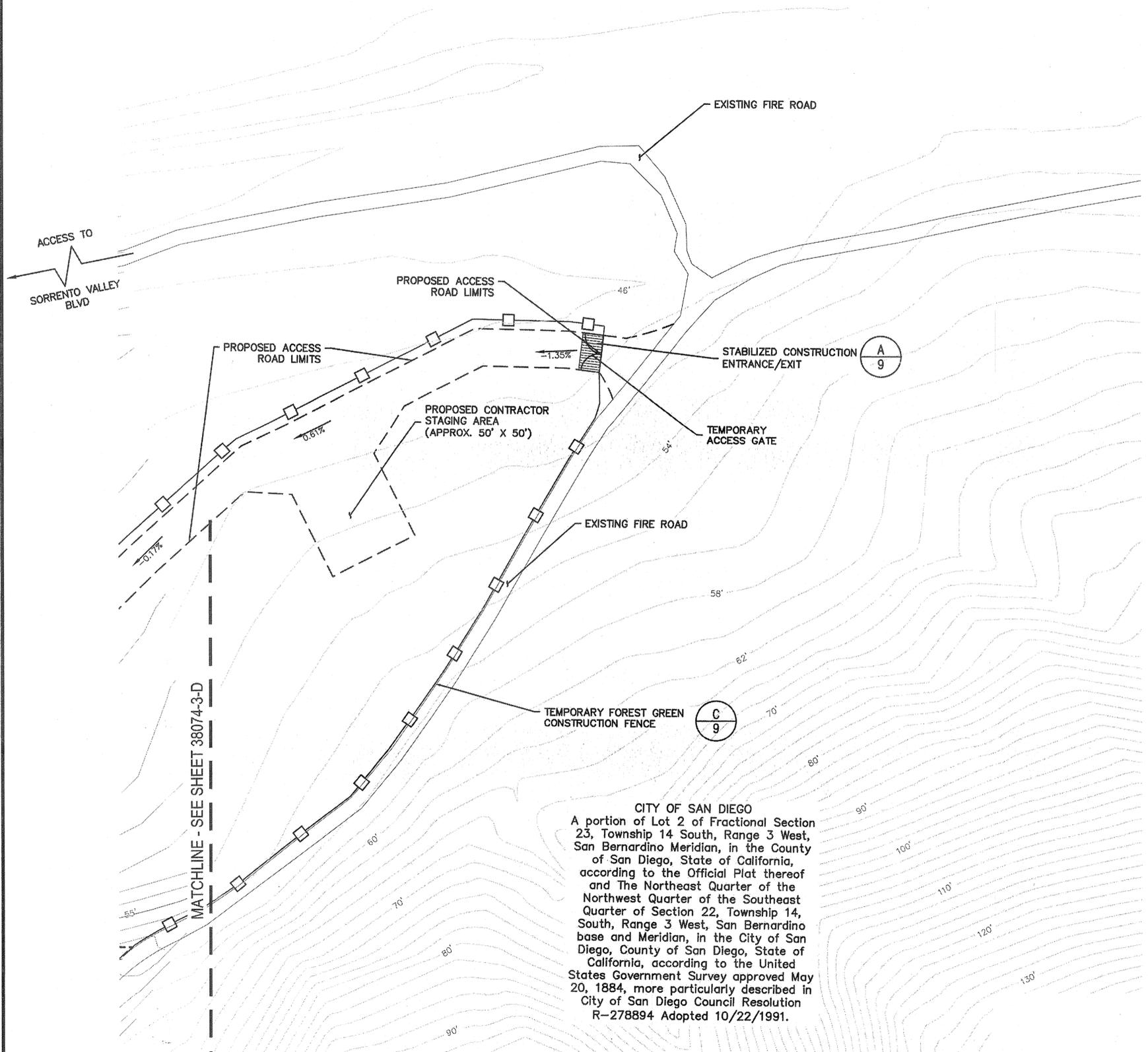
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	URS			

AS-BUILTS

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

38074-2-D

PARTIAL SITE PLAN FOR WETLANDS MITIGATION PLANS FOR LOT 2, SUBDIVISION PLANS 012, 008085(C) SHEETS C-6801, D-6801, E-6801, F-6801, G-6801, H-6801, I-6801, J-6801, K-6801, L-6801, M-6801, N-6801, O-6801, P-6801, Q-6801, R-6801, S-6801, T-6801, U-6801, V-6801, W-6801, X-6801, Y-6801, Z-6801, AA-6801, AB-6801, AC-6801, AD-6801, AE-6801, AF-6801, AG-6801, AH-6801, AI-6801, AJ-6801, AK-6801, AL-6801, AM-6801, AN-6801, AO-6801, AP-6801, AQ-6801, AR-6801, AS-6801, AT-6801, AU-6801, AV-6801, AW-6801, AX-6801, AY-6801, AZ-6801, BA-6801, BB-6801, BC-6801, BD-6801, BE-6801, BF-6801, BG-6801, BH-6801, BI-6801, BJ-6801, BK-6801, BL-6801, BM-6801, BN-6801, BO-6801, BP-6801, BQ-6801, BR-6801, BS-6801, BT-6801, BU-6801, BV-6801, BV-6801, BW-6801, BX-6801, BY-6801, BZ-6801, CA-6801, CB-6801, CC-6801, CD-6801, CE-6801, CF-6801, CG-6801, CH-6801, CI-6801, CJ-6801, CK-6801, CL-6801, CM-6801, CN-6801, CO-6801, CP-6801, CQ-6801, CR-6801, CS-6801, CT-6801, CU-6801, CV-6801, CW-6801, CX-6801, CY-6801, CZ-6801, DA-6801, DB-6801, DC-6801, DD-6801, DE-6801, DF-6801, DG-6801, DH-6801, DI-6801, DJ-6801, DK-6801, DL-6801, DM-6801, DN-6801, DO-6801, DP-6801, DQ-6801, DR-6801, DS-6801, DT-6801, DU-6801, DV-6801, DW-6801, DX-6801, DY-6801, DZ-6801, EA-6801, EB-6801, EC-6801, ED-6801, EE-6801, EF-6801, EG-6801, EH-6801, EI-6801, EJ-6801, EK-6801, EL-6801, EM-6801, EN-6801, EO-6801, EP-6801, EQ-6801, ER-6801, ES-6801, ET-6801, EU-6801, EV-6801, EW-6801, EX-6801, EY-6801, EZ-6801, FA-6801, FB-6801, FC-6801, FD-6801, FE-6801, FF-6801, FG-6801, FH-6801, FI-6801, FJ-6801, FK-6801, FL-6801, FM-6801, FN-6801, FO-6801, FP-6801, FQ-6801, FR-6801, FS-6801, FT-6801, FU-6801, FV-6801, FW-6801, FX-6801, FY-6801, FZ-6801, GA-6801, GB-6801, GC-6801, GD-6801, GE-6801, GF-6801, GG-6801, GH-6801, GI-6801, GJ-6801, GK-6801, GL-6801, GM-6801, GN-6801, GO-6801, GP-6801, GQ-6801, GR-6801, GS-6801, GT-6801, GU-6801, GV-6801, GW-6801, GX-6801, GY-6801, GZ-6801, HA-6801, HB-6801, HC-6801, HD-6801, HE-6801, HF-6801, 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CITY OF SAN DIEGO
 A portion of Lot 2 of Fractional Section 23, Township 14 South, Range 3 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof and The Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 22, Township 14, South, Range 3 West, San Bernardino base and Meridian, in the City of San Diego, County of San Diego, State of California, according to the United States Government Survey approved May 20, 1884, more particularly described in City of San Diego Council Resolution R-278894 Adopted 10/22/1991.

GRADING PLAN
 SCALE: 1"=30'

Daniel A. Lee
DANIEL A. LEE, P.E.
 R.C.E. NO. 38396
 EXP. 03-31-17

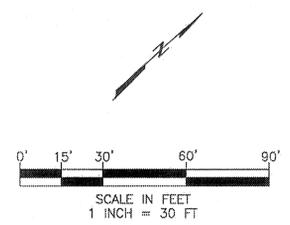
3-5-15
 DATE

URS
 URS CORPORATION
 4225 EXECUTIVE SQUARE, SUITE 1800
 SAN DIEGO, CA 92131
 TEL: (858) 812-8292
 FAX: (858) 812-9293



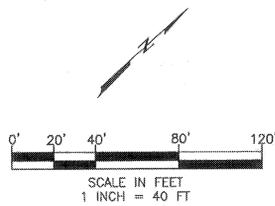
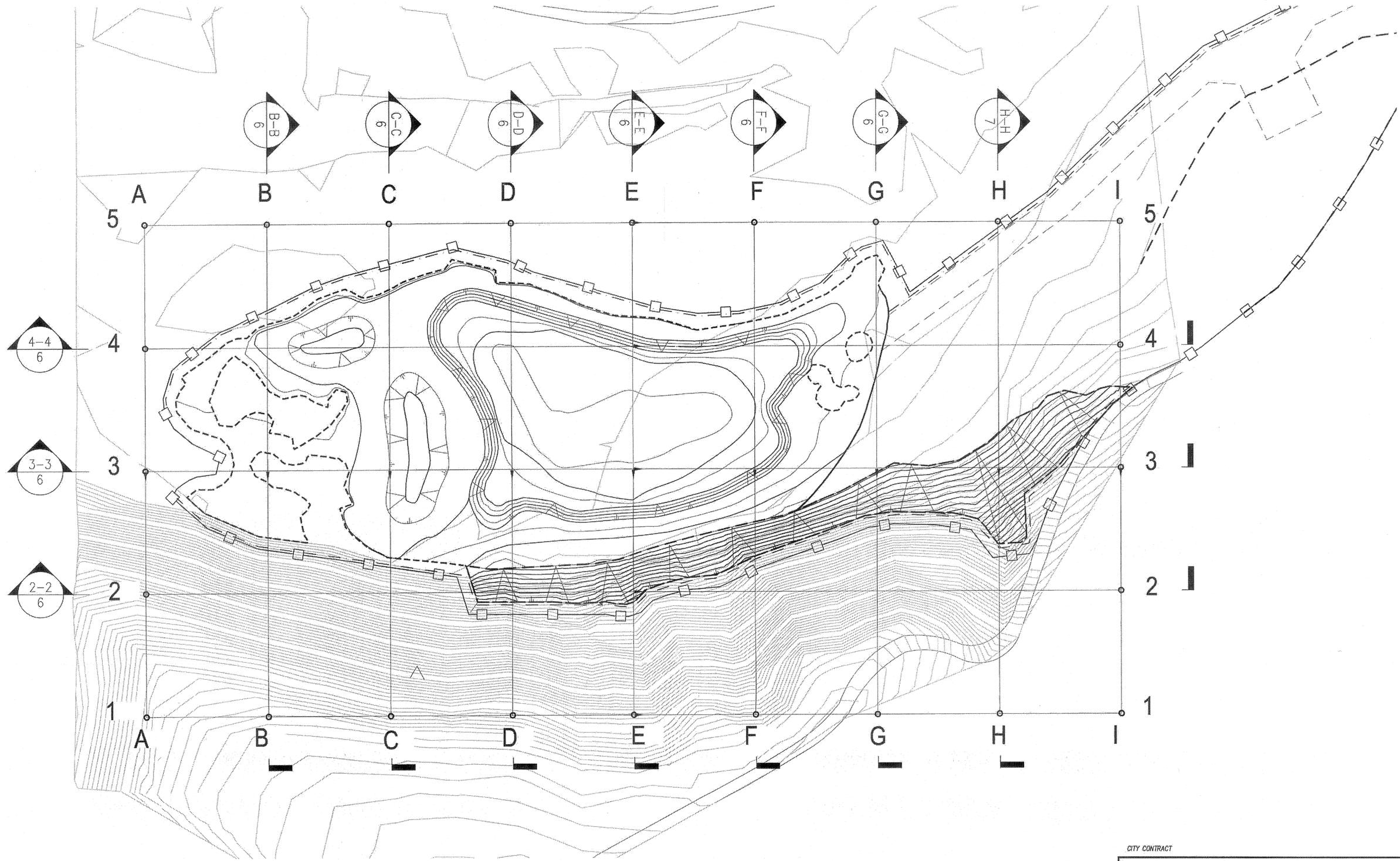
GENERAL NOTES

- THIS AREA IS WITHIN THE MHPA LINE LIMITS. REFER TO LAND USE ADJACENCY GUIDELINES ON LANDSCAPE SHEET 10.



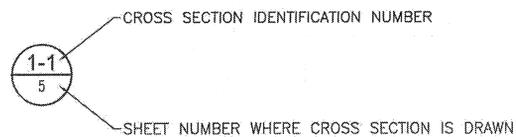
CITY CONTRACT			
GRADING PLANS FOR			
EL CUERVO DEL SUR			
WETLANDS MITIGATION PROJECT			
A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST			
CITY OF SAN DIEGO, CALIFORNIA		I.O. NO. 21003616	
SHEET 4 OF 17 SHEETS		PROJECT NO. 362552	
<i>Chris Brown</i>		DATE 3/13/15	
FOR CIVIL ENGINEER		DRAWN BY DANIEL A. LEE	
DESCRIPTION	BY	APPROVED	DATE FILMED
ORIGINAL	URS		
AS-BUILTS			
CONTRACTOR	DATE STARTED	38074-4-D	
INSPECTOR	DATE COMPLETED		

PATH: \\AZ28570001.SD.STORMWATER\A_LOBS TO ARCHIVE\10-20 LPO MITIGATION PLANS\012_DODGERS\040\SHEETS\C-CROSS.DWG
 PLOT DATE: 3/5/2015 9:47 AM
 SCALE:



CROSS SECTIONS PLAN

SCALE: 1"=40'



DANIEL A. LEE P.E.
 R.C.E. NO. 38396
 EXP. 03-31-17

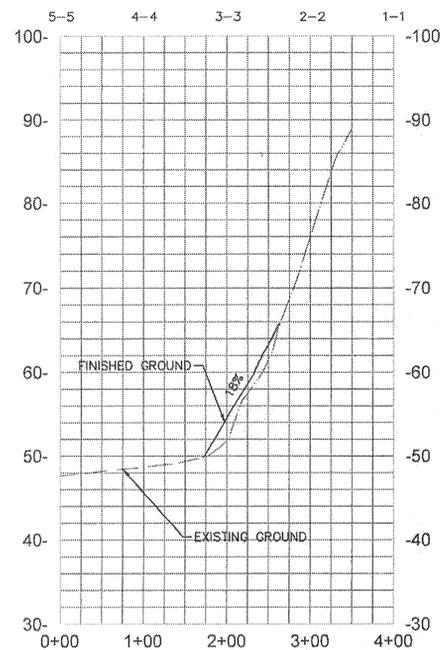
3-5-15
 DATE

URS
 URS CORPORATION
 4225 EXECUTIVE SQUARE, SUITE 1600
 SAN DIEGO, CA 92037
 TEL: (858) 812-9292
 FAX: (858) 812-9293

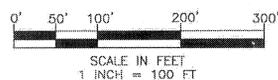


CITY CONTRACT			
GRADING PLANS FOR EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT <small>A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST</small>			
CITY OF SAN DIEGO, CALIFORNIA		I.O. NO. 21003616	
SHEET 5 OF 17 SHEETS		PROJECT NO. 382552	
 FOR CITY ENGINEER		3/13/15 DATE	
DESCRPTION BY APPROVED DATE FILED		DRAFTED BY: DANIEL A. LEE <small>PROJECT MANAGER</small>	
ORIGINAL	URS		
AS-BUILTS			
CONTRACTOR		DATE STARTED	
INSPECTOR		DATE COMPLETED	
		38074-5-D	

PATH: A:\27679002\SDI STORMWATER\A-0385 10 ARCH\10-70 LPO MITIGATION PLANS\012_CAD\GIS\CA\A\SHEETS\C-CROSS DWG
 PLOT DATE: 3/5/2015 8:48 AM
 BY: SERRA, RVAL



SECTION H-H



CROSS SECTIONS

HORZ. SCALE: 1" = 100'
 VERT. SCALE: 1" = 10'

Daniel A. Lee
 DANIEL A. LEE P.E.
 R.C.E. NO. 38396
 EXP. 03-31-17

3-5-15
 DATE



URS CORPORATION
 4225 EXECUTIVE SQUARE, SUITE 1800
 SAN DIEGO, CA 92131
 TEL: (858) 812-8292
 FAX: (858) 812-9293

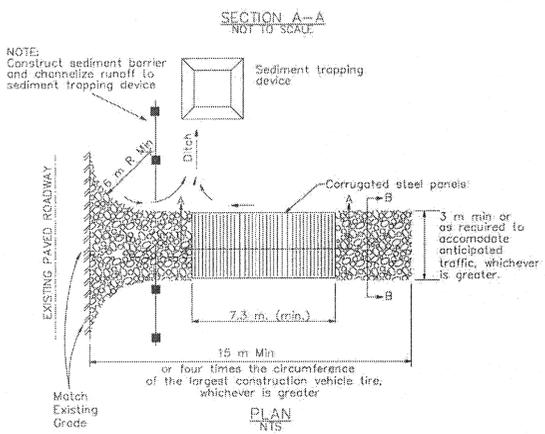
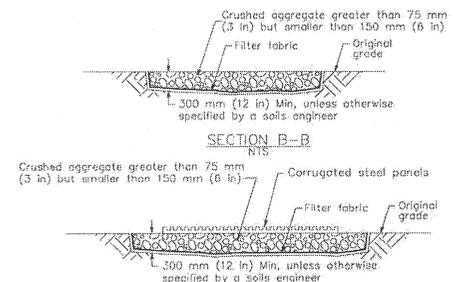


CITY CONTRACT

**GRADING PLANS FOR
 EL CUERVO DEL SUR
 WETLANDS MITIGATION PROJECT**
 A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST

CITY OF SAN DIEGO, CALIFORNIA SHEET 7 OF 17 SHEETS		I.O. NO. 21003616 PROJECT NO. 362552	
FOR CITY ENGINEER: <i>Chris...</i>		DATE: 3/13/15	
DESIGNER: DANIEL A. LEE		DRAWN BY: DANIEL A. LEE	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	URS		
AS-BUILTS			
CONTRACTOR	DATE STARTED	6267-1911 NAD83 COORDINATES	
INSPECTOR	DATE COMPLETED	202-1761 LAMBERT COORDINATES	
		38074-7-D	

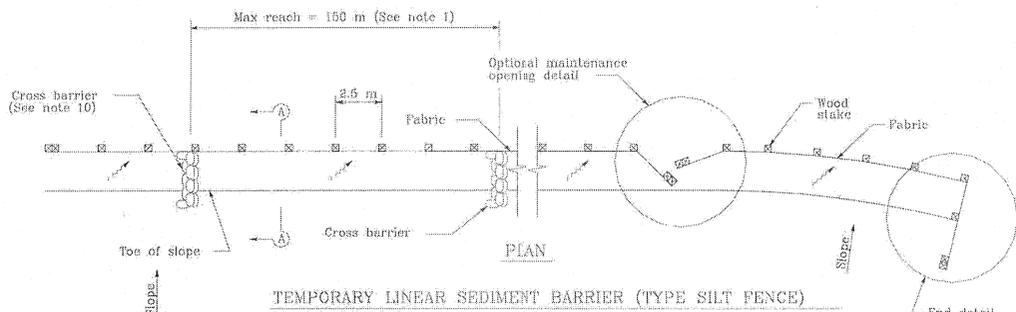
Stabilized Construction Entrance/Exit TC-1



Stabilized Construction Entrance/Exit (Type 2)

Caltrans Storm Water Quality Handbooks
Construction Site Best Management Practices Manual
March 1, 2003
Section 6
Stabilized Construction Entrance/Exit TC-1
4 of 4

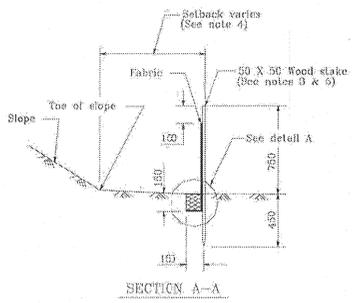
A STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC-1
N.T.S.



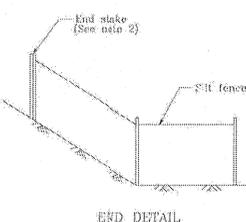
TEMPORARY LINEAR SEDIMENT BARRIER (TYPE SILT FENCE)

NOTES

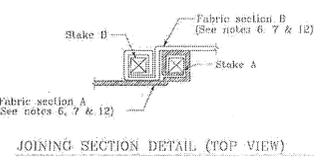
1. Construct the length of each reach so that the change in base elevation along the reach does not exceed 1/3 the height of the linear barrier. In no case shall the reach length exceed 150m.
2. The last 2.5 m of fence shall be turned up slope.
3. Stake dimensions are nominal.
4. Dimension may vary to fit field condition.
5. Stakes shall be spaced at 2.5 m maximum and shall be positioned on downstream side of fence.
6. Stakes to overlap and fence fabric to fold around each stake one full turn. Secure fabric to stake with 4 staples.
7. Stakes shall be driven tightly together to prevent potential flow-through of sediment at joint. The tops of the stakes shall be secured with wire.
8. For end stake, fence fabric shall be folded around two stakes one full turn and secured with 4 staples.
9. Minimum 4 staples per stake. Dimensions shown are typical.
10. Cross barriers shall be a minimum of 1/3 and a maximum of 1/2 the height of the linear barrier.
11. Maintenance openings shall be constructed in a manner to ensure sediment remains behind silt fence.
12. Joining sections shall not be placed at sump locations.
13. Sandbag rows and layers shall be offset to eliminate gaps.
14. Gravel bags shall be placed adjacent to fence line.



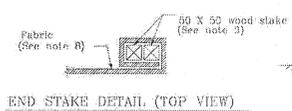
SECTION A-A



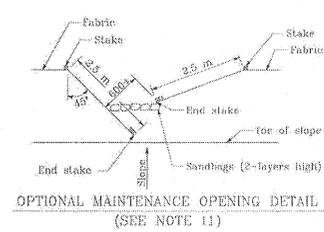
END DETAIL



JOINING SECTION DETAIL (TOP VIEW)

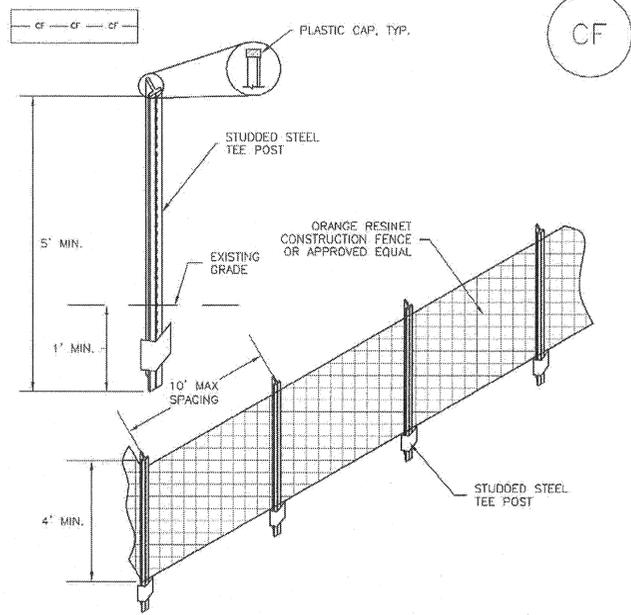


END STAKE DETAIL (TOP VIEW)



OPTIONAL MAINTENANCE OPENING DETAIL (SEE NOTE 11)

B SILT FENCE
SC-1
N.T.S.



CF-1. PLASTIC MESH CONSTRUCTION FENCE

CONSTRUCTION FENCE INSTALLATION NOTES

1. SEE PLAN VIEW FOR: -LOCATION OF CONSTRUCTION FENCE.
2. CONSTRUCTION FENCE SHOWN SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
3. CONSTRUCTION FENCE SHALL BE COMPOSED OF ORANGE, CONTRACTOR-GRADE MATERIAL THAT IS AT LEAST 4' HIGH. METAL POSTS SHOULD HAVE A PLASTIC CAP FOR SAFETY.
4. STUDDED STEEL TEE POSTS SHALL BE UTILIZED TO SUPPORT THE CONSTRUCTION FENCE. MAXIMUM SPACING FOR STEEL TEE POSTS SHALL BE 10'.
5. CONSTRUCTION FENCE SHALL BE SECURELY FASTENED TO THE TOP, MIDDLE, AND BOTTOM OF EACH POST.

C TEMPORARY CONSTRUCTION FENCE
N.T.S.

DRAWN BY: J. B. BROWN, 650 S. GARDEN AVENUE, SUITE 100, SAN ANTONIO, TEXAS 78205, TEL: 214-343-7315, FAX: 214-343-7315, DATE: 02/27/15, SCALE: AS SHOWN, BY: SIERRA, 6030

Daniel A. Lee
DANIEL A. LEE P.E.
R.C.E. NO. 36396
EXP. 03-31-17
DATE 3-5-15
URS CORPORATION
4225 EXECUTIVE SQUARE, SUITE 1600
SAN DIEGO, CA 92131
TEL: (619) 812-9292
FAX: (619) 812-9293



CITY CONTRACT

EROSION CONTROL & CONSTRUCTION DETAILS
EL CUERVO DEL SUR
WETLANDS MITIGATION PROJECT
A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST

CITY OF SAN DIEGO, CALIFORNIA
SHEET 9 OF 17 SHEETS
I.O. NO. 2100361E
PROJECT NO. 362552

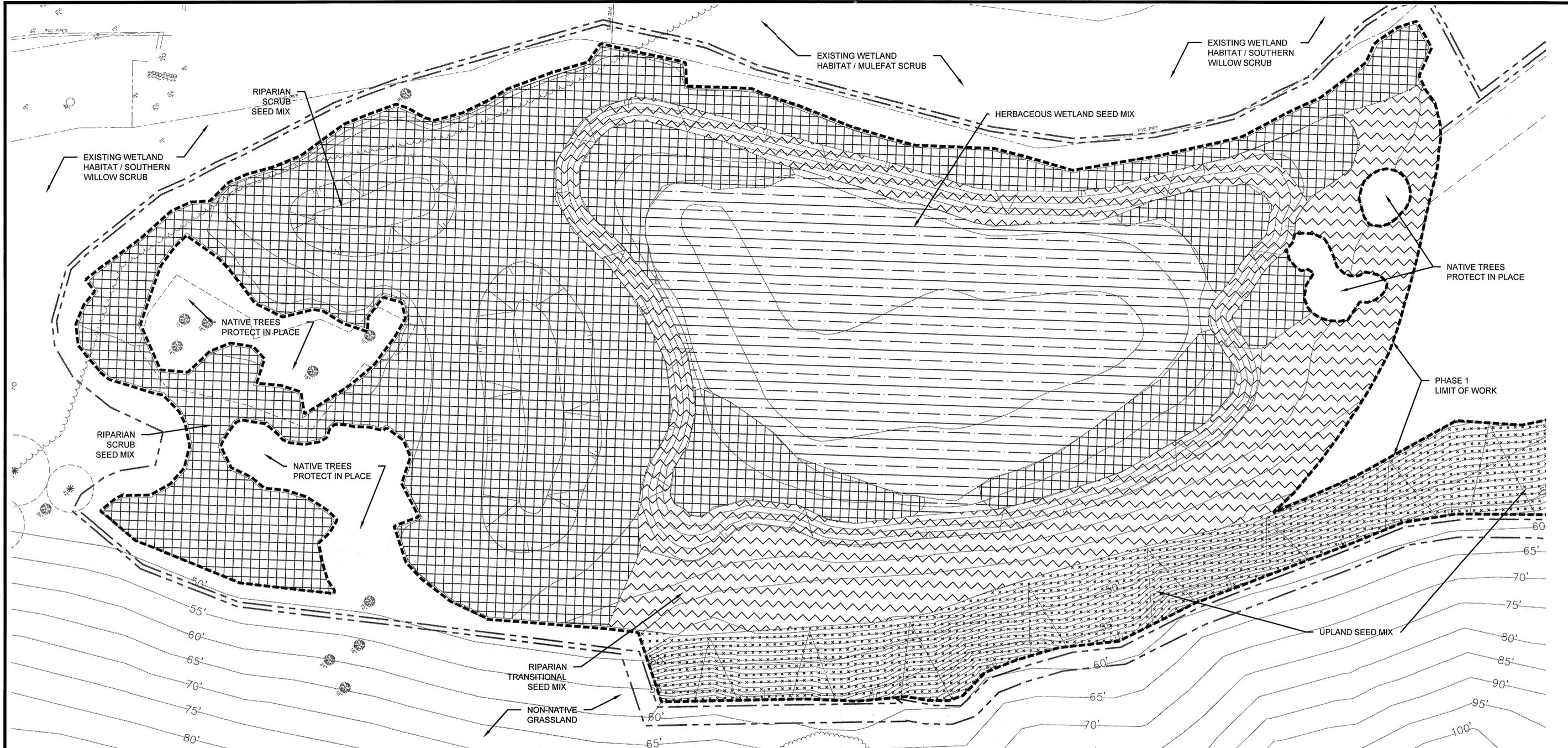
DATE 3/13/15
DRAWN BY DANIEL A. LEE
FOR CITY ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	URS			
AS-BUILTS				

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

5267-1911
NAD83 COORDINATES
202-1761
LAMBERT COORDINATES

38074-9-D



HERBACEOUS WETLAND SEED MIX

Botanical name	Common Name	LBS/ACRE	Purity/ Germination	Pounds of Pure Live Seed (PLS) per Acre
<i>Ambrosia psilostachya</i>	Western ragweed	2.0	20 / 30	0.12
<i>Artemisia douglasiana</i>	Douglas' mugwort	2.0	15 / 50	0.15
<i>Carex praegracilis</i>	Clusters' field sage	1.0	80 / 80	0.75
<i>Carex spissa</i>	San Diego sage	1.0	95 / 70	1.36
<i>Cressa truxillensis</i>	Alkali weed	3.0	10 / 70	0.42
<i>Eleocharis macrostachya</i>	Common spikerush	1.0	90 / 70	1.29
<i>Juncus mexicanus</i>	Mexican rush	1.0	-	1.0
<i>Mimulus guttatus</i>	Seep monkey flower	1.0	10 / 60	0.06
<i>Pluchea odorata</i>	Marsh fleabane	2.0	20 / 50	0.80
<i>Scirpus acutus</i>	Viscid bulrush	1.0	98 / 60	1.63
<i>Scirpus americanus</i>	Olney's bulrush	1.0	90 / 60	1.50
Total LBS/AC		16.0		9.08

RIPARIAN SCRUB SEED MIX

Botanical name	Common Name	LBS/ACRE	Purity/ Germination	Pounds of Pure Live Seed (PLS) per Acre
<i>Ambrosia psilostachya</i>	Western ragweed	1.0	20 / 30	0.06
<i>Artemisia douglasiana</i>	Douglas' mugwort	2.0	15 / 50	0.15
<i>Artemisia palmieri</i>	San Diego sagewort	1.0	80 / 80	0.75
<i>Elymus triticoides</i>	Beardless wild ryegrass	3.0	90 / 80	2.16
<i>Juncus mexicanus</i>	Mexican rush	1.0	-	1.0
<i>Lotus scoparius</i>	Deerweed	1.0	95 / 80	0.76
<i>Lupinus truncatus</i>	Collar lupine	2.0	95 / 85	1.62
<i>Mimulus guttatus</i>	Seep monkey flower	1.0	10 / 60	0.06
<i>Muhlenbergia rigens</i>	Deergrass	3.0	80 / 70	1.68
<i>Oenothera elata hookerii</i>	Evening primrose	1.0	98 / 80	0.78
Total LBS/AC		16.0		9.27

RIPARIAN TRANSITIONAL SEED MIX

Botanical name	Common Name	LBS/ACRE	Purity/ Germination	Pounds of Pure Live Seed (PLS) per Acre
<i>Ambrosia psilostachya</i>	Western ragweed	1.0	20 / 30	0.06
<i>Artemisia dracunculoides</i>	Tarragon	1.5	10 / 60	0.09
<i>Baccharis pilularis</i>	Coyote bush	0.5	2 / 40	<0.01
<i>Elymus condensatus</i>	Giant wild rye	3.0	80 / 80	1.92
<i>Elymus triticoides</i>	Beardless wild ryegrass	4.0	90 / 80	2.88
<i>Isocoma menziesii</i>	Coastal goldenbush	0.5	40 / 30	0.06
<i>Lotus scoparius</i>	Deerweed	0.5	95 / 80	0.38
<i>Lupinus truncatus</i>	Collar lupine	2.0	95 / 85	1.62
<i>Muhlenbergia rigens</i>	Deergrass	4.0	80 / 70	2.24
Total LBS/AC		17.0		19.26

UPLAND SEED MIX

Botanical name	Common Name	LBS/ACRE	Purity/ Germination	Pounds of Pure Live Seed (PLS) per Acre
<i>Ambrosia psilostachya</i>	Western ragweed	1.0	20 / 30	0.06
<i>Artemisia californica</i>	California sagebrush	4.0	15 / 60	0.36
<i>Baccharis pilularis</i>	Coyote bush	2.0	2 / 40	0.02
<i>Elymus condensatus</i>	Giant wild rye	2.0	80 / 80	1.28
<i>Encelia californica</i>	Bush sunflower	4.0	40 / 60	0.96
<i>Eriogonum fasciculatum</i>	California buckwheat	6.0	50 / 20	0.60
<i>Isocoma menziesii</i>	Coastal goldenbush	1.0	40 / 30	0.12
<i>Lotus scoparius</i>	Deerweed	1.0	95 / 80	0.76
<i>Lupinus truncatus</i>	Collar lupine	2.0	95 / 85	1.62
<i>Nassella pulchra</i>	Purple needlegrass	3.0	90 / 80	2.16
Total LBS/AC		26.0		7.94

Note: This seed mix will be used on soil disposal areas.

SEED MIX LEGEND

SYMBOL	DESCRIPTION
[Grid pattern]	HERBACEOUS WETLAND SEED MIX
[Cross-hatch pattern]	RIPARIAN SCRUB SEED MIX
[Diagonal lines]	RIPARIAN TRANSITIONAL SEED MIX
[Dashed line]	UPLAND SEED MIX

- NOTES:**
- THIS AREA IS WITHIN THE MHPA LINE LIMITS. REFER TO LAND USE ADJACENCY GUIDELINES ON SHEET 11.
 - PROVIDE GREEN MESH CONSTRUCTION FENCE AT LIMIT OF WORK LINE.

PLANTING PLAN, PHASE 1 - SEED MIX
SCALE: 1"=20'



Patricia Trauth
PATRICIA TRAUTH, LLA
NO. 3247
EXP. NOV-2015

3/12/15
DATE



CITY CONTRACT

PLANTING PLANS FOR EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT
A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST

CITY OF SAN DIEGO, CALIFORNIA SHEET 11 OF 17 SHEETS		I.O. NO. 21003616 PROJECT NO. 362552
FOR CITY ENGINEER	DATE 3/13/15	DESIGNED BY DANIEL A. LEE
DESCRIPTION	BY	APPROVED
ORIGINAL	URS	
AS-BUILTS		
CONTRACTOR	DATE STARTED	DATE COMPLETED
INSPECTOR		

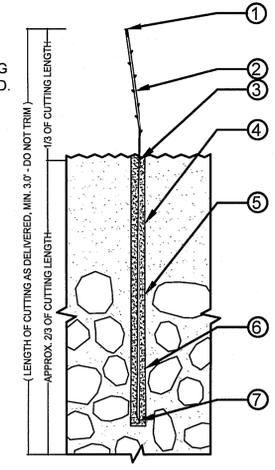
6267-1911
NAD83 COORDINATES
202-1761
LAMBERT COORDINATES

38074-11-D

PATH: \\A:\2769000_SD_STORMWATER\JOBS TO ARCHIVE\10-70_LPD_MITIGATION_PLANS\012_CAD\GIS\CAD\SHEETS\L-PP01.DWG
 FOR DATE: 3/12/2015 11:45 AM
 BY: GARDEN-SYBER, ANIELL

LEGEND

- ① TOP END IS PRE-CUT @ 90°, DO NOT CUT. INSTALL AS DELIVERED.
- ② INSTALL ONE POLE CUTTING PER PLANTING PIT IN AREAS AND DENSITIES AS INDICATED.
- ③ STRETCH OPENING IN ECF. DO NOT CUT FABRIC STRANDS.
- ④ PROBE THROUGH FABRIC AND SOIL TO LOCATED DEEP ROCK VOIDS SUITABLE FOR POLE CUTTING INSTALLATION.
- ⑤ PLANT CUTTINGS INTO SLIGHTLY OVERSIZED PRE-PUNCHED HOLES. DO NOT HAMMER IN. DO NOT USE SPLIT END, PEELED BARK OR OTHERWISE DAMAGED CUTTINGS.
- ⑥ BACKFILL PLANTING PIT WITH SLURRY OF AG SOIL AND WATER. LIGHTLY FOOT TAMP TO REMOVE ALL AIR POCKETS AROUND POLE CUTTING.
- ⑦ INSTALL POLE CUTTING WITH BOTTOM END (CUT AT 45°) IN GROUND - TYP.



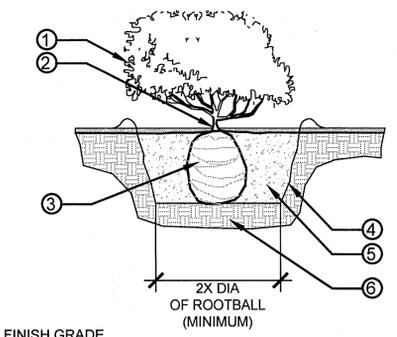
POLE CUTTING INSTALLATION

N.T.S. pole_cutting 3

LEGEND

- ① CONTAINER PLANT
- ② PLANT CROWN 1" ABOVE FINISH GRADE
- ③ ROOTBALL
- ④ PLANT PIT WITH ROUGHENED SIDES
- ⑤ BACKFILL MIX (PUDDLE, SETTLE AND ELIMINATE AIR POCKETS)
- ⑥ UNDISTURBED NATIVE SOIL UNDER ROOTBALL

NOTE: REMOVE WATER RETENTION BERM AND PLANT FLUSH WITH GRADE.

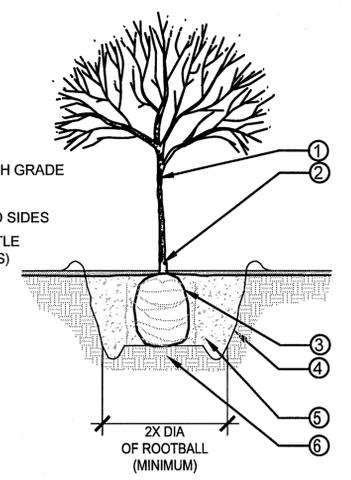


SHRUB PLANTING

N.T.S. shrub_planting 2

LEGEND

- ① TREE TRUNK
- ② TREE CROWN 1" ABOVE FINISH GRADE
- ③ ROOTBALL
- ④ PLANT PIT WITH ROUGHENED SIDES
- ⑤ BACKFILL MIX (PUDDLE, SETTLE AND ELIMINATE AIR POCKETS)
- ⑥ UNDISTURBED NATIVE SOIL UNDER ROOTBALL



TREE PLANTING

N.T.S. tree_planting_noroot 1

PATH: A:\2769000_SD STORMWATER_A_JOBS TO ARCHIVE\70_LPD MITIGATION PLANS\012_CAD\GIS\CAD\SHETS\L-PP03.DWG
 PLOT DATE: 3/12/2015 11:46 AM
 BY: CAROLINUS-VITERI, ANABEL

PATRICIA TRAUTH, LLA
 NO. 3247
 EXP. NOV-2015

3/12/15
 DATE

URS
 URS CORPORATION
 4225 EXECUTIVE SQUARE, SUITE 1600
 SAN DIEGO, CA 92107
 TEL: (858) 512-9292
 FAX: (858) 812-9293



CITY CONTRACT				
PLANTING DETAILS FOR				
EL CUERVO DEL SUR				
WETLANDS MITIGATION PROJECT				
A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST				
CITY OF SAN DIEGO, CALIFORNIA			I.O. NO. 21003616	
SHEET 13 OF 17 SHEETS			PROJECT NO. 362552	
FOR CITY ENGINEER		DATE		3/13/15
SUBMITTED BY		DATE		DANIEL A. LEE
PROJECT MANAGER				
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	URS			
AS-BUILTS		DATE STARTED		
CONTRACTOR		DATE COMPLETED		38074-13-D
INSPECTOR				

IRRIGATION NOTES

- PLANS ARE DIAGRAMMATIC AND APPROXIMATE. ALL VALVES AND OTHER IRRIGATION EQUIPMENT SHALL BE LOCATED IN HABITAT CREATION PLANTING AREAS, AND WITHIN THE RESPECTIVE PROPERTIES.
- CONTRACTOR SHALL REVIEW IRRIGATION SPECIFICATIONS PRIOR TO BEGINNING WORK REFER TO TECHNICAL SPECIFICATIONS AND CONSTRUCTION DETAILS FOR INSTALLATION PROCEDURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH OTHER TRADES.
- CONTRACTOR SHALL CHECK AND VERIFY ALL EXISTING SITE CONDITIONS, UTILITIES, AND SERVICES PRIOR TO TRENCHING, AND SHALL NOTIFY THE RESTORATION SPECIALIST OF ANY DISCREPANCIES IMMEDIATELY.
- CONTRACTOR SHALL VERIFY STATIC WATER PRESSURE, HYDRANT, METER SIZE, ETC. PRIOR TO BEGINNING WORK, AND SHALL NOTIFY RESTORATION SPECIALIST OF ANY DISCREPANCIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PLUMBING PERMIT AND ALL NECESSARY PERMITS PRIOR TO COMMENCING INSTALLATION.
- THE CONTRACTOR SHALL INSTALL SYSTEMS THAT ARE COMPLETE AND FUNCTIONING PROPERLY IN EVERY WAY.
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE GOVERNING AGENCIES.
- CONTRACTOR SHALL BE FAMILIAR WITH EXISTING CONDITIONS PRIOR TO BIDDING PROJECT.
- POINTS OF CONNECTION AS SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND CONNECTIONS.
- INSTALL ONLY ONE REMOTE CONTROL VALVE PER VALVE BOX. GROUP TOGETHER, PARALLEL TO EACH OTHER, AND OUTSIDE OF HEAD SPRAY WHERE EVER POSSIBLE. BOXES SHALL BE SET 1 INCH ABOVE FINISH GRADE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SLEEVES AND CHASES UNDER PAVING, THROUGH WALLS, ETC, UNLESS OTHERWISE NOTED.
- ALL PIPING UNDER EXISTING OR FUTURE ROADS SHALL BE INSTALLED IN CLASS 215 PVC SLEEVES 2x PIPE DIAMETER. SLEEVE SHALL EXTEND 2' OUTSIDE EDGE OF PAVING. NO TEES, ELLS, OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER PAVING UNLESS PLANS NOTE OTHERWISE.
- CONTRACTOR SHALL ADJUST ALL IRRIGATION HEADS TO FULLY COVER ALL PLANTING AREAS.
- FLUSH ALL PIPE CLEAN PRIOR TO INSTALLING IRRIGATION HEADS.
- ALL SPRAY IRRIGATION MUST BE FULLY INSTALLED AND OPERATIONAL PRIOR TO INSTALLATION OF PLANT MATERIAL.
- EXISTING TREES AND/OR SHRUBS TO REMAIN TAKE PRECEDENCE OVER IRRIGATION LINES. STAKE ALL EXISTING TREE AND/OR SHRUB LOCATIONS, UNDER DIRECTION OF RESTORATION SPECIALIST.
- ALL IRRIGATION LINES ABOVE GRADE SHALL BE UV RESISTANT.

irrigation system pressure requirements

worst case operation/friction loss calculation

PROJECT NAME:	El Cuervo				
PROJECT NUMBER:	4				
VALVE NO	4				
LATERAL PIPE SECTION (Sch. 40)	PIPE SIZE	SECTION LENGTH	SECTION GPM FLOW	SECTION MULTI. FACTOR	SECTION PRESSURE FRICTION LOSS
	1. 3/4"	191	8.00	0.0512	9.78
	2. 1"	0	12.00	0.0239	0.00
	3. 1-1/4"	45	22.00	0.0271	1.22
	4. 1-1/2"	85	30.00	0.0234	1.99
	5. 2"	100	31.00	0.0089	0.89
	6. 2-1/2"	0	0.00	0	0.00
TOTAL LATERAL LINE LOSS					13.88
MAINLINE PIPE SECTION (CL.315)	PIPE SIZE	SECTION LENGTH	SECTION GPM FLOW	SECTION MULTI. FACTOR	SECTION PRESSURE FRICTION LOSS
	1. 2-1/2"	2721	35	0.0039	10.61
TOTAL MAINLINE LOSS					10.61
TOTAL IRRIGATION LINE LOSS					24.49

SYSTEM PRESSURE LOSS CALCULATION

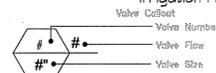
METER 'B'	
METER SIZE	2"
STATIC PRESSURE AT POC	120.00
Elevation @ METER	50.0
Elevation @ LAST HEAD	46.0
ELEVATION PSI GAIN / LOSS	4.0
WATER METER LOSS	4.90
BACKFLOW PREVENTER LOSS	12.00
MASTER VALVE LOSS	5.40
MAIN LINE LOSS	10.61
REMOTE CONTROL VALVE LOSS	5.60
LATERAL LINE LOSS	13.88
FRICITION LOSS SUBTOTAL =	52.39
FITTING LOSSES 10%	2.45
ELEVATION GAIN / LOSS	1.72
MINIMUM OPERATIONAL PSI	40.00
FRICITION LOSS SUBTOTAL	52.39
SYSTEM OPERATIONAL TOTAL =	93.12
STATIC PSI	120.00
SYSTEM OPERATIONAL REQ.	93.12
RESIDUAL PSI =	26.88

Note: Irrigation system is temporary and will be cut and capped at the end of the maintenance/monitoring period. The City of San Diego must be notified prior to system disconnection. Follow City's direction for recording the system disconnection, whether via letter or via site visit with the City representative.

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	DETAIL
⊙ ⊙ ⊙	Hunter MP1000 PRO5-12-FRS40-CV Shrub Rotator, 12" (30.48 cm) pop-up with check valve, pressure regulated to 40 psi (2.76 bar), MP Rotator nozzle. M=Maroon adj arc 90 to 210, L=Light Blue 210 to 270 arc, O=Olive 360 arc on FRS40 body.	193	40	D/16
⊙ ⊙ ⊙	Hunter MP2000 PRO5-12-FRS40-CV Shrub Rotator, 12" (30.48 cm) pop-up with check valve, pressure regulated to 40 psi (2.76 bar), MP Rotator nozzle. M=Maroon adj arc 90-210, G=Green adj arc 210-270, R=Red 360 arc on FRS40 body.	60	40	D/16
⊙ ⊙ ⊙	Hunter MP3000 PRO5-12-FRS40-CV Shrub Rotator, 12" (30.48 cm) pop-up with check valve, pressure regulated to 40 psi (2.76 bar), MP rotary nozzle. B=Blue adj arc 90-210, Y=Yellow adj arc 210-270, A=Gray 360 arc on FRS40 body.	120	40	D/16
⊙	Hunter MP3500 PRO5-12-FRS40-CV Shrub Rotator, 12.0" Pop-up with factory installed Check Valve, pressure regulated to 40 psi (2.76 bar), MP Rotator nozzle. LB=Light Brown, Adjustable Arc, 90-210, on FRS40 body.	17	40	D/16
⊙	Hunter MP Corner PRO5-12-FRS40-CV Shrub Rotator, 12" (30.48 cm) pop-up with factory installed check valve, pressure regulated to 40 psi (2.76 bar), MP Rotator nozzle. T=Turquoise adj arc 45-105 on FRS40 body.	9	40	D/16

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
⊙	Rain Bird FEB-FRS-D 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Pressure Regulator Module.	18	B/16
⊙	Rain Bird 44-LRG 1" Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Thermoplastic Rubber Cover, and 2-Piece Body.	3	H/16
⊙	Matco-Norca TTOS PVC White Ball Valve for Sch 40 and Sch 80 Pipe, solvent slip ends with "T" Handle, same size as mainline. 1/2" to 4".	9	A/16
⊙	Griswold Isolator BV Brass DWS Valve with Ball Valve. Sizes 1/2" through 2-1/2", same size as irrigation line. 100 mesh stainless steel strainer and packing gland ball valve are ideal for dirty water applications.	1	A/16
⊙	Rain Bird FEB 2" 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.	1	B/16
C1	Rain Bird TBO52-CM4 and TBO52-FTU5 Battery-Operated Controller available in 4 models: 1, 2, 4, and 6. 4 stations, with TBO52-FTU5 field transmitter.	1	B/16
C2	Rain Bird TBO52-CM4 and TBO52-FTU5 Battery-Operated Controller available in 4 models: 1, 2, 4, and 6. 4 stations, with TBO52-FTU5 field transmitter.	1	B/16
C3	Rain Bird TBO52-CM4 and TBO52-FTU5 Battery-Operated Controller available in 4 models: 1, 2, 4, and 6. 4 stations, with TBO52-FTU5 field transmitter.	1	B/16
C4	Rain Bird TBO52-CM4 and TBO52-FTU5 Battery-Operated Controller available in 4 models: 1, 2, 4, and 6. 4 stations, with TBO52-FTU5 field transmitter.	1	B/16
C5	Rain Bird TBO52-CM4 and TBO52-FTU5 Battery-Operated Controller available in 4 models: 1, 2, 4, and 6. 4 stations, with TBO52-FTU5 field transmitter.	1	B/16
C6	Rain Bird TBO52-CM2 and TBO52-FTU5 Battery-Operated Controller available in 4 models: 1, 2, 4, and 6. 2 stations, with TBO52-FTU5 field transmitter.	1	B/16
⊙	Backflow Wilkens 975XL RP	1	F/16
⊙	Rain Bird RSD-BEX Rain Sensor, with metal latching bracket, extension wire.	1	I/16
M	Water Meter 2" City of San Diego	1	
---	Irrigation Lateral Line: PVC Schedule 40 PVC Schedule 40 irrigation pipe. Only lateral transition pipe sizes 1" and above are indicated on the plan, with all others being 3/4" in size.	9,934 l.f.	
---	Irrigation Mainline: PVC Class 315 SDR 13.5	2,917 l.f.	



HELIX
Environmental Planning
7578 El Cajon Blvd
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La Mesa, CA 91942
T 619-462-1515
F 619-462-0552



CITY CONTRACT

IRRIGATION PLANS FOR EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT
A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST

CITY OF SAN DIEGO, CALIFORNIA
SHEET 14 OF 17 SHEETS

I.O. NO. 11003023
PROJECT NO. 362552

3/13/15

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	URS			

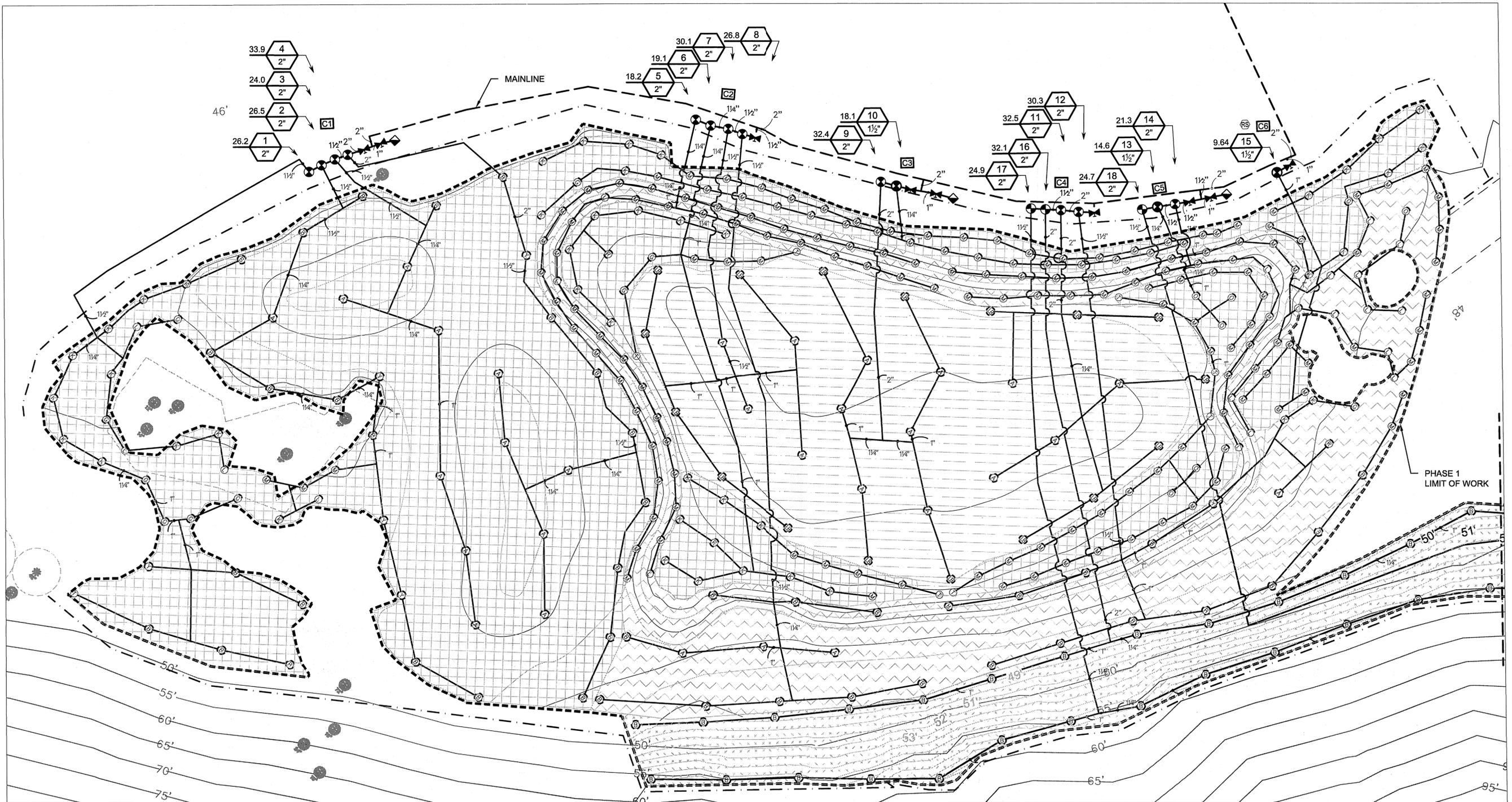
6267-1911
NAD83 COORDINATES

202-1766
LAMBERT COORDINATES

AS-BUILTS

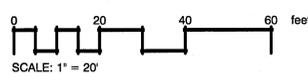
CONTRACTOR: DATE STARTED: 38074-14-D
INSPECTOR: DATE COMPLETED:

FOR MAINLINE CONTINUATION SEE SHEET 16



FOR CONTINUATION SEE SHEET 16

IRRIGATION PLAN, PHASE 1
SCALE: 1" = 20'



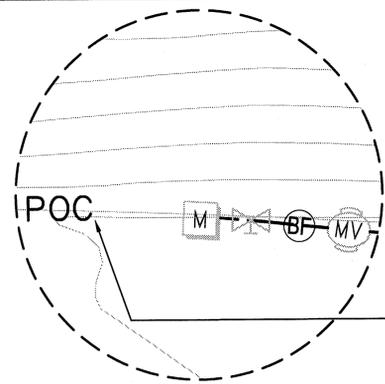
- NOTES:
1. THIS AREA IS WITHIN THE MHPA LINE LIMITS. REFER TO LAND USE ADJACENCY GUIDELINES ON SHEET 11.
 2. PROVIDE GREEN MESH CONSTRUCTION FENCE AT LIMIT OF WORK LINE.

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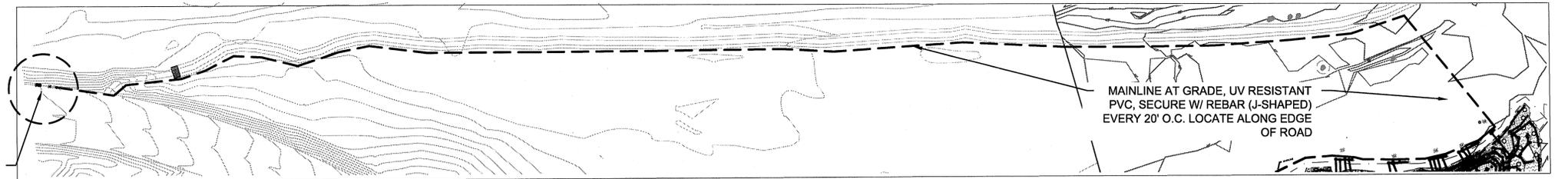
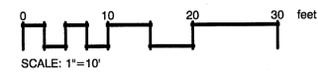
IRRIGATION PLANS FOR EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT <small>A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST</small>				CITY CONTRACT CITY OF SAN DIEGO, CALIFORNIA SHEET 15 OF 17 SHEETS	I.O. NO. 11003023 PROJECT NO. 362552
FOR CITY ENGINEER DESCRIPTION BY ORIGINAL URS		APPROVED DATE 3/13/15	DATE FILMED	V.T.M.	6267-1911 NAD83 COORDINATES 202-1766 LAMBERT COORDINATES
AS-BUILTS CONTRACTOR INSPECTOR		DATE STARTED DATE COMPLETED	38074-15-D		

DATE PLOTTED: 3/17/2015 1:53 PM
 PROJECT: 362552-04-0001-15-D-REV-DWG
 BY: KATHLEEN BRAND



P.O.C. CONNECT TO EX. MAINLINE IN ROAD. VERIFY LOCATION & CONDITION IN THE FIELD

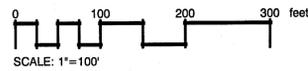
ENLARGEMENT: POINT OF CONNECTION
SCALE: 1" = 10'



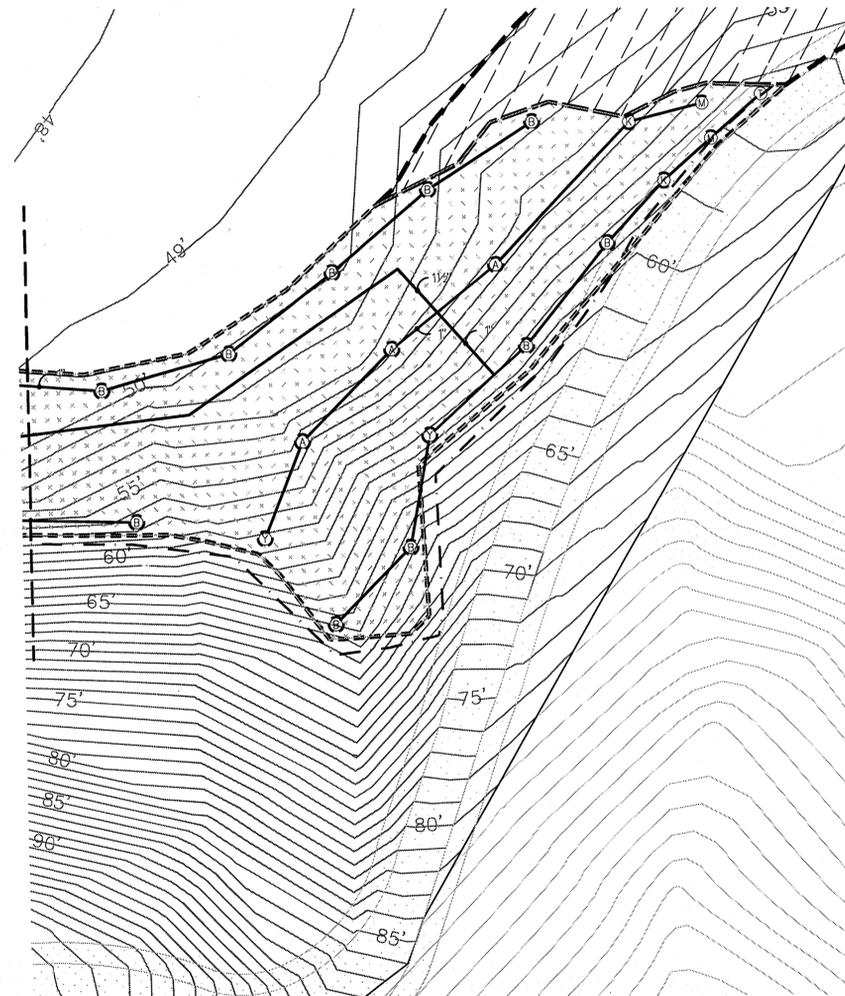
MAINLINE AT GRADE, UV RESISTANT PVC, SECURE W/ REBAR (J-SHAPED) EVERY 20' O.C. LOCATE ALONG EDGE OF ROAD

FOR CONTINUATION SEE SHEET 15

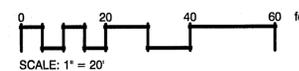
MAINLINE
SCALE: 1" = 100'



FOR CONTINUATION SEE SHEET 15



IRRIGATION PLAN, PHASE 1
SCALE: 1" = 20'



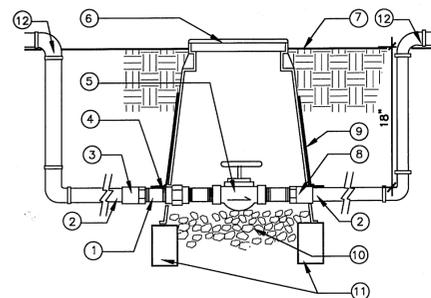
NOTES:

1. THIS AREA IS WITHIN THE MHPA LINE LIMITS. REFER TO LAND USE ADJACENCY GUIDELINES ON SHEET 11.
2. PROVIDE GREEN MESH CONSTRUCTION FENCE AT LIMIT OF WORK LINE.

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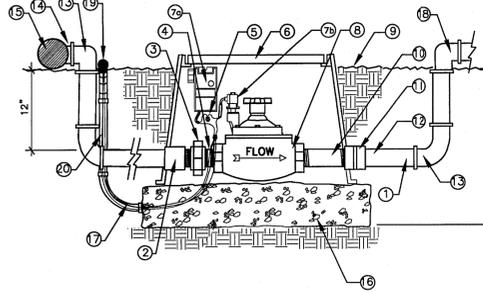
CITY CONTRACT				
IRRIGATION PLANS FOR EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT				
<small>A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST</small>				
CITY OF SAN DIEGO, CALIFORNIA SHEET 16 OF 17 SHEETS			I.O. NO. 11003023 PROJECT NO. 362552	
FOR CITY ENGINEER		DATE		V.T.M.
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	URS			
AS-BUILTS				
CONTRACTOR		DATE STARTED		
INSPECTOR		DATE COMPLETED		38074-16-D



LEGEND:

- ① THREADED PVC SCH 80 NIPPLES (NO CLOSE NIPPLES, TYP.)
- ② PRESSURIZED PVC MAINLINE
- ③ PVC FEMALE 8XT ADAPTER
- ④ PVC SCH 80 UNION
- ⑤ VALVE AS SPECIFIED ON PLANS POSITION VALVE IN BOX SO THAT HANDLE IS FREE TO OPERATE.
- ⑥ 10 INCH ROUND PLASTIC VALVE BOX WITH LOCKING LID & B.V. HEAT BRANDED INTO TOP. INSTALL 1 INCH ABOVE FINISHED GRADE
- ⑦ FINISHED GRADE
- ⑧ PVC FEMALE ADAPTER
- ⑨ FILTER FABRIC AROUND VALVE BOX. FABRIC SHALL COVER ALL OPENINGS.
- ⑩ FEA GRAVEL 1/2" DIAMETER, 4" DEPTH MIN. (APPROX. 1 CU. FT.)
- ⑪ BRICK SUPPORT FOR VALVE BOX
- ⑫ MAINLINE OUT TO ON-GRADE LOCATION

A BALL VALVE NO SCALE

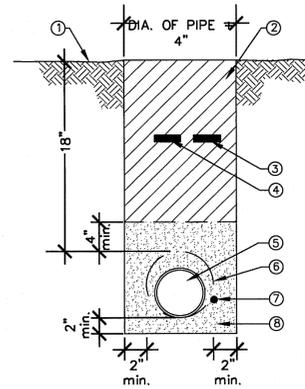


LEGEND:

- ① PVC LATERAL LINE, SIZE PER PLAN.
- ② P.V.C. ADAPTER, FIPT x 8LIP
- ③ SCH. 80 P.V.C. UNION (TXT) O-RING TYPE LABCO OR EQUAL
- ④ SCH80 P.V.C. NIPPLE, SAME SIZE AS VALVE
- ⑤ DRY SPFLICE WITH WATER PROOF CONNECTORS
- ⑥ LARGE RECTANGULAR PLASTIC VALVE BOX WITH LOCKING LID & R.C.V. HEAT BRANDED INTO TOP AND CONTROLLER/STATION ID PAINTED ON COVER. INSTALL 1 INCH ABOVE FINISHED GRADE
- ⑦ RAINBIRD T80S CONTROLLER, ONE PER VALVE GROUPING AS SHOWN ON PLANS
- ⑧ RAINBIRD T80S SOLENOID, ONE PER EACH VALVE ON T80S SYSTEM
- ⑨ REMOTE CONTROL ELECTRIC VALVE WITH FLOW CONTROL
- ⑩ FINISH GRADE
- ⑪ SCH40 P.V.C. NIPPLE
- ⑫ SCH40 P.V.C. PIPE
- ⑬ SCH40 P.V.C. ELL (6x6)
- ⑭ SCH40 P.V.C. TEE
- ⑮ MAINLINE (6x6x6) PER LEGEND
- ⑯ 1 CUBIC FOOT FEA GRAVEL MIN. SUPPORTING VALVE BOX
- ⑰ CONTROL WIRES IN OR OUT TO OTHER VALVES
- ⑱ LATERAL LINE OUT TO ON-GRADE PER LEGEND
- ⑳ CONTROL WIRE CONDUIT FOR ON-GRADE MAINLINE PER DETAIL, THIS SHEET
- ㉑ CONTROL WIRE CONDUIT RISER

NOTE:
A. ALL THREADED PIPE CONNECTIONS WILL BE SEALED WITH OVERLAPPING WRAPS OF TEFLON TAPE AS REQUIRED TO PREVENT LEAKAGE. TAPE SHALL OVERLAP MINIMUM 50%.

B REMOTE CONTROL VALVE WITH BATTERY OPERATED CONTROLLER NO SCALE

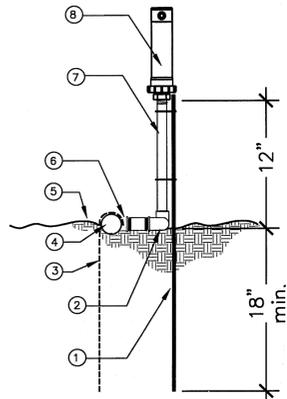


IRRIGATION SYSTEM IS A TEMPORARY, ON-GRADE SYSTEM SLEEVE MAINLINE UNDER ROADS/PATHS WHERE NECESSARY

LEGEND:

- ① FINISHED GRADE
 - ② NATIVE SOIL FREE OF ROCK AND DEBRIS
 - ③ RED PLASTIC TRENCH MARKER TAPE FOR CONTROL WIRE
 - ④ 3" WIDE BLUE METALLIC TRENCH MARKER OVER MAINLINE
 - ⑤ PVC PIPE PER IRRIGATION LEGEND
 - ⑥ SLEEVE FOR MAINLINE IN STREET, 2x SIZE OF PIPE
 - ⑦ CONTROL WIRES
 - ⑧ SAND, AS APPROVED BY AGENCY
- NOTES:**
A. BACKFILL MATERIAL SHALL BE COMPACTED.
B. ALL PVC PIPE SHALL LAY FREE IN THE TRENCH WITH NO INDUCED STRAIN AND WITH SUFFICIENT ALLOWANCE FOR EXPANSION AND CONTRACTION AS RECOMMENDED BY THE MANUFACTURER.
C. ALL PVC PIPE UNDER PAVEMENT SHALL BE INSTALLED IN A CLASS 318 SLEEVE TWICE THE DIAMETER OF THE PIPE.
D. TEFLON TAPE 3/4" WIDE SHALL BE USED ON ALL THREADED CONNECTIONS WITH 50% OVERLAP.

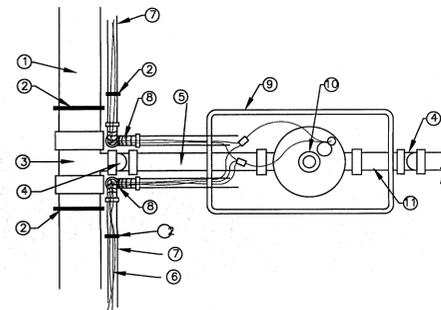
C MAINLINE PIPE SLEEVE NO SCALE



LEGEND:

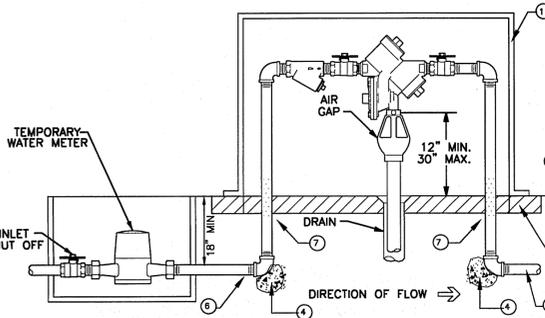
- ① #4 REBAR, ATTACH TO RISER WITH CLAMPS, INSERT MIN. 18 INCHES, OR INTO FIRMY SOIL
 - ② (2) MARLEX STREET ELLS
 - ③ SECURE LATERAL LINE TO FINISHED GRADE WITH #4 REBAR J-HOOK AT 10" ON CENTER TYPICAL, INSERT MIN. 18 INCHES, OR INTO FIRMY SOIL
 - ④ PVC LATERAL LINE PER PLAN
 - ⑤ FINISH GRADE
 - ⑥ SCH. 40 PVC TEE (6x6XT) OR ELL (6xT)
 - ⑦ SCH. 80 PVC RISER (12" LENGTH)
 - ⑧ ROTOR HEAD PER LEGEND
- NOTE:**
A. PVC RISER SHALL BE THE SAME SIZE AS THE INLET OF THE SPRINKLER HEAD PER PLAN.

D ON-GRADE SPRAYHEAD NO SCALE



- ① ON-GRADE MAINLINE
- ② J-HOOKS
- ③ SCH. 40 PVC TEE
- ④ SCH. 40 PVC ELL (2x)
- ⑤ MAINLINE TO VALVE
- ⑥ CONTROL WIRES
- ⑦ CONTROL WIRE CONDUIT
- ⑧ PVC CONDUIT 6-INCH ELL (2x)
- ⑨ VALVE BOX
- ⑩ REMOTE CONTROL VALVE WITH ACTUATOR
- ⑪ PVC LATERAL

E CONDUIT FOR IRRIGATION CONTROL WIRE NO SCALE

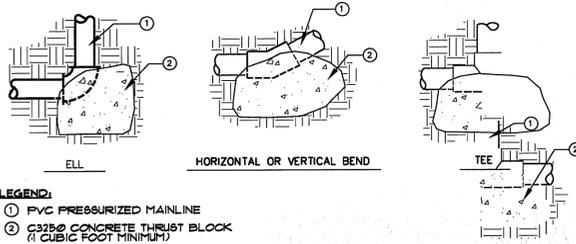


LEGEND:

- ① PROTECTIVE ENCLOSURE PER PLANS. INSTALL PER MANUFACTURER'S SPEC'S.
- ② FINISH GRADE, COMPACT ALL BACKFILL.
- ③ P.V.C. MAINLINE PER PLANS
- ④ CONCRETE THRUST BLOCKS, 1 CUBIC FT. MIN.
- ⑤ 4" NOM. CONCRETE PAVING (12" CLEAR ALL SIDES)
- ⑥ P.V.C. MAINLINE PER PLANS FROM METER
- ⑦ WRAP FITTING WITH 20 MIL. PIPE WRAP TAPE

NOTES:
A. ALL VALVES, FITTINGS & PIPES SHOWN ARE TO BE LINE SIZED EXCEPT WHERE INDICATED.
B. INSTALLATION SPECIFICATIONS SHOWN ARE SCHEMATIC AND DO NOT SUPERCEDE OR REPLACE ANY CITY OR STATE REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE CODES.
C. ALL THREADED CONNECTIONS SHALL BE SEALED WITH OVERLAPPING TURNS OF TEFLON TAPE SUFFICIENT TO PREVENT LEAKAGE.

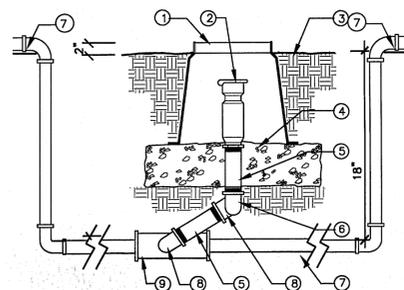
F BACKFLOW PREVENTER ASSEMBLY NO SCALE



LEGEND:

- ① PVC PRESSURIZED MAINLINE
- ② C3250 CONCRETE THRUST BLOCK (1 CUBIC FOOT MINIMUM)

G CONCRETE THRUST BLOCKS NO SCALE



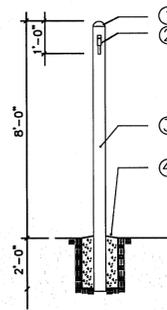
LEGEND:

- ① 10 INCH ROUND PLASTIC VALVE BOX WITH LOCKING COVER AND 'Q.C.' HEAT BRANDED INTO TOP. INSTALL 1 INCH ABOVE FINISHED GRADE
- ② QUICK COUPLER VALVE (NON-POTABLE) WITH ACME THREADS PER PLANS
- ③ FINISH GRADE, ALLOW 2 INCH DEPTH FOR TOP MULCH
- ④ ONE CUBIC FOOT FEA GRAVEL
- ⑤ SCH80 P.V.C. NIPPLE
- ⑥ P.V.C. ELL (TXT)
- ⑦ SCH. 40 PVC MAINLINE
- ⑧ MARLEX STREET ELLS (2) REQUIRED PER QUICK COUPLER
- ⑨ SCH40 P.V.C. TEE (6x6XT)

NOTES:
A. ALL P.V.C. FITTINGS SHALL BE SCH. 40 EXCEPT WHERE NOTED.
B. ALL SCH80 P.V.C. THREADS SHALL BE WRAPPED WITH TEFLON TAPE.

H QUICK COUPLER NO SCALE

SECTION



LEGEND:

- ① POST CAP
- ② RAIN SENSOR MOUNTED PER MANF. SPECIFICATIONS
- ③ 2" DIA. METAL FENCE POST W/ CAP
- ④ SLOPE TOP OF FOOTING 1% AWAY FROM POST TYP.

I RAIN SENSOR MOUNTING NO SCALE

HELIX
Environmental Planning
7578 El Cajon Blvd
Suite 200
La Mesa, CA 91942
T 619-462-1515
F 619-462-0552



CITY CONTRACT

IRRIGATION DETAILS FOR EL CUERVO DEL SUR WETLANDS MITIGATION PROJECT
A PORTION OF LOT 3 OF FRACTIONAL SECTION 23, TOWNSHIP 14 SOUTH, RANGE 3 WEST

CITY OF SAN DIEGO, CALIFORNIA SHEET 17 OF 17 SHEETS		I.O. NO. 11003023 PROJECT NO. 362552	
FOR CITY ENGINEER		DATE	
DESIGNED BY	APPROVED	DATE	FILMED
ORIGINAL	URS		
AS-BUILTS		LAMBERT COORDINATES	
CONTRACTOR		DATE STARTED	
INSPECTOR		DATE COMPLETED	
		38074-17-D	



DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

July 8, 2015

SUBJECT: Authorizing Actions for the Implementation of the El Cuervo del Sur Wetlands Mitigation Project

GENERAL CONTRACT INFORMATION

Recommended Consultant: Natures Image Inc. (WBE, F Cauc)

Amount of this Action: \$ 569,465

Funding Source: City of San Diego

Goal: 6.60% Mandatory SLBE/ELBE

SUBCONSULTANT PARTICIPATION

	<u>This Action</u>	<u>Percent</u>
Trinity Grading Inc (ELBE, F Asian)	\$ 146,100	25.66%
Summit Erosion Control (Not Certified, M Cauc)	\$ 13,300	2.33%
Imperial Sprinkler (Not Certified, M Cauc)	\$ 30,055	5.28%
S&S Seeds (Not Certified, M Cauc)	\$ 3,010	0.53%
Total Certified Participation	\$ 146,100	25.66%
Total Not Certified Participation	\$ 46,365	7.94%
Total Subcontracting Participation	\$ 192,465	33.60%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Natures Image, Inc. submitted a Work Force Report for their Orange County employees dated February 2, 2015 indicating 16 employees in their Administrative Work Force and 82 in their Trade Work Force.

The Administrative Work Force indicates under representation in the following categories:

Female in Profession and Administrative Support

The Trade Work Force indicates under representation in the following categories:

Filipino and Female in Construction Laborers

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

(K-15-6195-DBB-3)

RW

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000008010
 DEPT. NO.: 2116

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

Amount: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

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

Not to Exceed: \$569,465.00

Vendor: Natures Image, Inc.

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

Date: July 9, 2015

By: Van Nguyen

COMPTROLLER'S DEPARTMENT

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

FUND OVERRIDE