

City of San Diego

CONTRACTOR'S NAME: Anton's Service, Inc
ADDRESS: 8865 Winter Gardens Blvd, Lakeside, CA 92040
TELEPHONE NO.: (619) 579-9000 **FAX NO.:** (619) 749-5597
CITY CONTACT: Juan E. Espindola, **Contract Specialist, Email:** JEEspindola@sandiego.gov
Phone No. (619) 533-4491, **Fax No.** (619) 533-3633
C.Gascon/A.Rekani/egz

CONTRACT DOCUMENTS



FOR

ORIGINAL

EMERGENCY CONSTRUCTION SERVICES FOR: CHOLLAS CREEK CHANNEL EMERGENCY MAINTENANCE (MAP 71)

BID NO.: _____ K-16-6684-EMR-3
SAP NO. (WBS/IO/CC): _____ 21003729
CLIENT DEPARTMENT: _____ 2116
COUNCIL DISTRICT: _____ 4
PROJECT TYPE: _____ CA

Document No. C-16922
Filed JUN 13 2016
Office of the City Clerk
San Diego, California

ENGINEER OF WORK

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

Chris Gascon
For City Engineer

4/29/16
Date

Seal:



CITY OF SAN DIEGO, CALIFORNIA

GENERAL INSTRUCTIONS

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. The work of repair and reconstruction of approximately 830 feet of improved earthen storm drain drainage conveyance (channel) in Chollas Creek Channel between Aragon Drive and Rolando Boulevard, and the culvert under Aragon Drive in the Rolando community of San Diego identified as Map 71 in the StormWater Master Maintenance Program (MMP). Channel repair will be performed so as to return the channel to its as-built performance and condition and thereby restore the adequate storm flow capacity within the channel, and abate erosion and flooding. Construction and repairs will consist of clearing in-channel trees; removal and grubbing of shrubs and non-native vegetation; removal of trash, debris and rubble; excavation of excess sediment within the channel; and, site restoration; and, other action necessary to restore the flow line of the channel.
- 1.3. This solicitation is for a firm Bid with Lump Sum and Unit Price items to be paid in accordance with SECTION 9, "MEASUREMENT AND PAYMENT" of the Specifications.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **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. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 2.2. 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.

3. EQUAL OPPORTUNITY:

- 3.1. DELETE the entire Chapter 10, Sections D and E of the WHITEBOOK 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.

4. **CONTRACT TIME:** The Work shall be completed within **109** Working Days from the date of issuance of the Notice to Proceed.
5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$579,415.00**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.
6. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: **Class A**
7. **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.
 - 7.1. **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.
 - 7.1.1. 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.
 - 7.1.2. 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.

- 7.2. **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.
- 7.3. **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.
 - 7.3.1. 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.
- 7.4. **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.
- 7.5. **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.
- 7.6. **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.
- 7.7. **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."

7.8. 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.

7.9. 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.

7.9.1. 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.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	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

Title	Edition	Document Number
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		

9. INSURANCE REQUIREMENTS:

- 9.1. 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.
- 9.2. 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.

10. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.

11. PLANS AND SPECIFICATIONS: When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the, Public Works Contracts Branch, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, Telephone No. (619) 533-3450.

12. SAN DIEGO BUSINESS TAX CERTIFICATE: All Contractors, including 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, before the Contract can be executed.

13. PROPOSAL FORMS: The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor 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.

14. CITY'S RIGHTS RESERVED: The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.

15. AWARD OF CONTRACT OR REJECTION OF PROPOSALS:

- 15.1.** This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.
- 15.2.** The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.

16. THE CONTRACT: The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **1 Working Day** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Proposal.

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. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist or in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

17. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Contractor 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. The signing of the Contract shall be conclusive evidence that the Contractor 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 Contract Documents.

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

- 18.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 18.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 18.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 18.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- 18.5. 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.
- 18.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 18.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

James Nagelvoort, Director
Public Works Department

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
ANTON'S SERVICE, INC.**

This Emergency Construction Services Agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **Anton's Service, Inc.** (Contractor), for the purpose of designing (when required) and performing emergency construction services at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City had previously issued a Request for Qualifications (RFQ), via RFQ 5753, for on-call emergency construction services.
- D. In accordance with this RFQ, Contractors submitted Statements of Qualifications (SOQ) for these services from which the City established a pre-qualified list of the most highly qualified contractors to perform emergency construction services as directed by the City.
- E. In accordance with said RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

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:

AGREEMENT

THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", agrees to pay **Anton's Service, Inc.**, herein called "Contractor" for its time and materials used to construct **Chollas Creek Channel Emergency Maintenance (MAP 71)**; in the amount not to exceed Five Hundred Seventy-Nine Thousand Four Hundred and Fifteen Dollars 00/100 (\$579,415.00).

- A. The following are incorporated into this contract as though fully set forth herein:
 - 1. The attached Faithful Performance and Payment Bonds.
 - 2. The attached Proposal included in the Bid documents by the Contractor.
 - 3. Reference Standards listed in the General Instructions and the Supplementary Special Provisions (SSP).
 - 4. That certain documents entitled **Chollas Creek Channel Emergency Maintenance (MAP 71)**; on file in the office of the Public Works Department as Document No. 21003729, as well as all matters referenced therein.

- B. 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 **Chollas Creek Channel Emergency Maintenance (MAP 71)**, Bid Number **K-16-6684-EMR-3**, San Diego, California.

- C. 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.

- D. 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.

- E. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.

- F. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.

- G. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.

- H. The Contractor, including 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, before the Agreement can be executed.

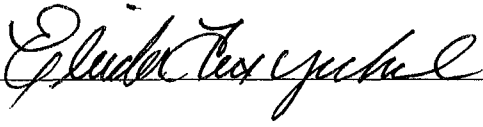
- I. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- J. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004. A sample provision is as follows:

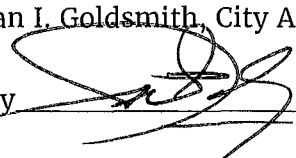
“Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”
- K. Pledge of Compliance may be downloaded at:
http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf
- L. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.
- O. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- P. Prior to NTP or as required by the City, the Contractor shall:
 - 1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
 - 2. Obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the emergency contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Jan I. Goldsmith, City Attorney
By 

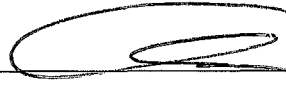
Print Name: Eleida Felix Yackel
Senior Contract Specialist
Public Works Department

Print Name: Davin A. Widgerow
Deputy City Attorney

Date: 5/31/2016

Date: 6-9-2016

CONTRACTOR Anton's Service, Inc.

By 

Print Name: Anton Botter II

Title: President

Date: 5/28/2016

City of San Diego License No.: B20120004410

State Contractor's License No.: 81069

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

_____ Anton's Service, Inc. _____, a corporation, as principal, and State National Insurance Company, Inc. Administered by: * _____, 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 SEVENTY NINE THOUSAND FOUR HUNDRED AND FIFTEEN DOLLARS AND ZERO CENTS (\$579,415.00) for the faithful performance of the annexed contract, and in the sum of FIVE HUNDRED SEVENTY NINE THOUSAND FOUR HUNDRED AND FIFTEEN DOLLARS AND ZERO CENTS (\$579,415.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Chollas Creek Channel Emergency Maintenance (MAP 71)**; Bid number **K-16-6684-EMR-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 Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

*Contractor Managing General Insurance Agency, Inc.

AGREEMENT (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 May 12th, 2016

Approved as to Form

Anton's Service Inc.
Principal

By 

Anton Botter II, President
Printed Name of Person Signing for
Principal

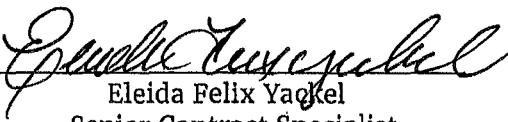
Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

State National Insurance Company, Inc. Administered by:
Contractor Managing General Insurance Agency, Inc.
Surety

By 
Attorney-in-fact
Stephanie Hope Shear

Approved:

By 
Eleida Felix Yaquel
Senior Contract Specialist
Public Works Department

20335 Ventura Blvd. Suite 426
Local Address of Surety

Woodland Hills, California 91364
Local Address (City, State) of Surety

(866)363-2642
Local Telephone No. of Surety

Premium \$ 12,588.00

Bond No. CDGP102773

Bond No: CDGP102773

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

Premium: \$12,588.00

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

(individually, jointly, or severally)

its true and lawful agent and attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds in an amount not to exceed:
Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The acknowledgement and execution of bond by said Attorney-in-Fact, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

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

This Power of Attorney shall remain in full force and effect until revoked by STATE NATIONAL INSURANCE COMPANY, INC. in a signed writing delivered to the foregoing Attorney-in-Fact.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7th day of August, 2015.

STATE NATIONAL INSURANCE COMPANY, INC.

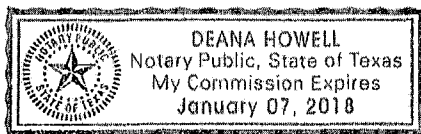
Terry L. Ledbetter, President

Trace Ledbetter, Secretary

STATE OF TEXAS
County of Tarrant

On this 7th day of August, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.



[Notary Stamp]

Signature of Notary

I, the undersigned, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto systematically set my hand and attested the seal of said Company this 12th day of May, 2016.

Trace Ledbetter, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

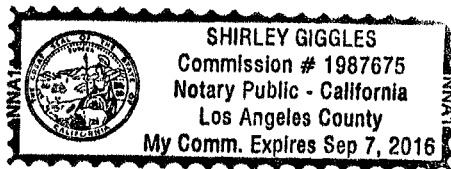
State of California)
County of LOS ANGELES)

On MAY 12 2016 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

State of California
County of San Diego } ss.

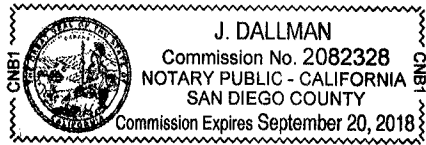
On 5-17-2016 before me, J. Dallman
Notary Public, personally appeared Anton Botto

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

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

WITNESS my hand and official seal.

[Signature]
Signature

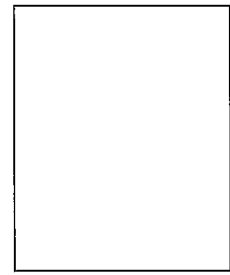


(seal)

OPTIONAL INFORMATION

Date of Document: 5-17-2016
Type or Title of Document: Agreement Payment \$ Performance Bond
Number of Pages in Document: 4
Document in a Foreign Language: NO

Thumbprint of Signer



Type of Satisfactory Evidence:
[X] Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

Capacity of Signer:
Trustee
Power of Attorney
CEO / CFO / COO
[X] President / Vice-President / Secretary / Treasurer
Other.

Check here if no thumbprint or fingerprint is available.

Other Information:

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: Chollas Creek Channel Emergency Maintenance (MAP 71)

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;

Anton's Service, 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

Anton Botter II

Title

President

EXHIBIT B

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

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Chollas Creek Channel Emergency Maintenance (MAP 71)

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;

Anton's Service, 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

Anton Botter II

Title

President

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

EXHIBIT C


CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Chollas Creek Channel Emergency Maintenance (MAP 71)

I declare under penalty of perjury that I am authorized to make this certification on behalf of Anton's Service, Inc., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 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 § 22.3004.

Dated this 6th Day of May, 2016.

Signed 

Printed Name Anton Botler

Title President

EXHIBIT D

AFFIDAVIT OF DISPOSAL

EXHIBIT D

AFFIDAVIT OF DISPOSAL

WHEREAS, on the 16 DAY OF May, 2016, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Chollas Creek Channel Emergency Maintenance (MAP 71)

as particularly described in said contract and identified as Bid No. K-16-6684-EMR-3; SAP No. (WBS/IO/CC) 21003729; 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:

Brush, trash, debris, and surplus materials

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)

Sycamore Landfill 8514 Mast Blvd, Santee, CA 92071
Edco (La Mesa) 8184 Commercial St La Mesa, CA 91942
8760 Winter Gardens Blvd., Lakeside, CA 92040

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

Dated this 16 DAY OF May, 2016.

[Signature] Contractor
by Anton Botteroff, President

ATTEST:

State of _____
County of _____

(Please see attached)

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

ACKNOWLEDGMENT

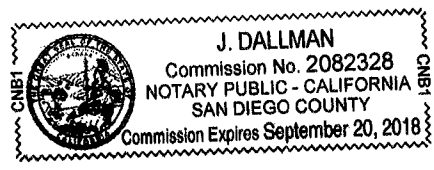
State of California
County of San Diego } ss.

On 5-16-16 before me, J. Dallman
Notary Public, personally appeared Anton Botter II

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

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

WITNESS my hand and official seal.



[Signature]
Signature

(seal)

OPTIONAL INFORMATION

Date of Document 5-16-16 Thumbprint of Signer

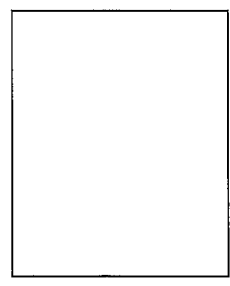
Type or Title of Document Affidavit of disposal

Number of Pages in Document 1

Document in a Foreign Language NO

- Type of Satisfactory Evidence:
[X] Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

- Capacity of Signer:
Trustee
Power of Attorney
CEO / CFO / COO
[X] President / Vice-President / Secretary / Treasurer
Other:



Check here if no thumbprint or fingerprint is available.

Other Information:

EXHIBIT E

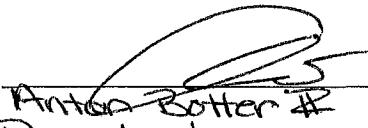
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC
CONTRACT CODE 7106**

EXHIBIT E

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

State of California)
County of San Diego) ss.

Anton Botter #, being first duly sworn, deposes and says that he or she is President 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: President

Subscribed and sworn to before me this _____ day of _____, 20__

(Please See Attached) Notary Public
(SEAL)

ACKNOWLEDGMENT

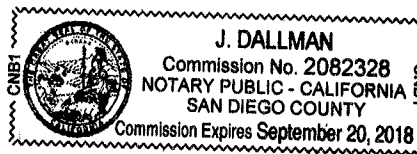
State of California
County of San Diego } ss.

On 5/16/2011 before me, J. Dallman
Notary Public, personally appeared Anton Botta II

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

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

WITNESS my hand and official seal.



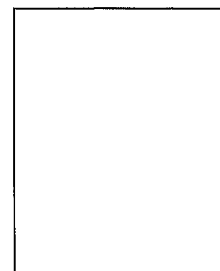
[Handwritten Signature]
Signature

(seal)

OPTIONAL INFORMATION

Date of Document 5-16-11
Type or Title of Document Non-Collusion Affidavit Chollas Creek
Number of Pages in Document 1
Document in a Foreign Language No

Thumbprint of Signer



Type of Satisfactory Evidence:
[X] Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

Capacity of Signer:
Trustee
Power of Attorney
CEO / CFO / COO
[X] President Vice-President / Secretary / Treasurer
Other:

Check here if no thumbprint or fingerprint is available.

Other Information:

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT F

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 ten 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: Anton's Service, Inc.

Certified By Anton Bolter Title President
Name

 Date 5-6-10
Signature

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT G

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**

EXHIBIT G



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: <u>Anton's Service, Inc.</u>	Contact Name: <u>Anton Botterz</u>
Company Address: <u>3805 Winter Gardens Blvd Lakeside, CA 92040</u>	Contact Phone: <u>619-579-9000</u>
	Contact Email: <u>anton@antonservice.com</u>

CONTRACT INFORMATION	
Contract Title: <u>Chollas Creek Channel Emergency</u>	Start Date:
Contract Number (if no number, state location): <u>K-10-1084-EMR-3</u>	End Date:

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.

Anton Botterz, President [Signature] 5/6/10
Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY			
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:

EXHIBIT H

FORMS

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>BSE Security</u> Address: <u>4452 Park Blvd #303</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92114</u> Phone: <u>619-488-1816</u> Email: _____	<i>Constructor</i>	<i>N/A</i>	<i>Security</i>	<i>15,540.00</i>	<i>DVBE</i>	<i>CA</i>	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	State of California's Department of General Services	CADoGS
City of Los Angeles	LA	State of California	CA
U.S. Small Business Administration	SBA		

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Charles King Company</u> Address: <u>2841 Gardina Avenue</u> City: <u>Signal Hill</u> State: <u>CA</u> Zip: <u>90755</u> Phone: <u>562-426-2974</u> Email: _____	<i>Supplies</i>	<i>42,095.80</i>	<i>Yes</i>	<i>No</i>	<i>N/A</i>	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	State of California's Department of General Services	CADoGS
City of Los Angeles	LA	State of California	CA
U.S. Small Business Administration	SBA		

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

EXHIBIT I

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:

The Normal Working Hours are 7:30 AM to 4:30 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>

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you shall not disturb survey monuments that “control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control” until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
2. Monument Preservation shall be performed by the City’s Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS shall do the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

SECTION 4 - CONTROL OF MATERIALS

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.

4-1.10 Foreign Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer’s testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

SECTION 5 – UTILITIES

5-2 PROTECTION. ADD the following:

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults. This includes any antenna installed through the meter box lid.
 - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
 - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
 - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
 - d) Do not change or modify the lid if the lid has an antenna drilled through it.
 - e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
 - f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

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 shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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 shall 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 shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

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

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

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

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 shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

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

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

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

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

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

7-4.1.1 **Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

7-8.6 **Water Pollution Control.** ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

ADD:

7-8.6.6 **Channel Stream Flow Bypass.**

1. The contractor shall bypass channel stream flow during construction operations in the channel. These bypass must be removed each day at the end of construction operations. The contractor shall provide the plan for the bypass to the Engineer prior to the commencement of in-stream construction activities.

7-8.8 **Payment.** To the City Supplement, ADD the following:

1. Installation of channel by pass equipment shall be paid on a lump sum basis for the duration of the project.
2. The Channel Stream Bypass Bid item shall be paid on a weekly basis for the duration of the project.

ADD:

7-9.4 **Channel Access and Access Restoration.** At the direction of the Engineer, the contractor shall prepare an access for equipment and material into the channel. The channel shall be constructed so as to minimize the area of disturbance adjacent to, and within the channel. At the completion of construction operation, at the direction of the Engineer, the contractor shall restore the grades and perform grading to restore the access into the channel impacted by construction activities.

7-9.4.1 **Payment.** Channel Access and Access Restoration areas shall be provided by the Engineer. The Channel Access and Access Restoration shall be paid on a lump sum basis.

ADD:

7-10.4.1.8 **Site Security and Fencing.** The contractor shall be responsible for site security to include signage, barricades to restrict access to the site and work areas. You shall install minimum 6' high secured temporary chain link fencing around all project staging and or access areas for the duration of the project at the direction of the Engineer. These enclosures shall be secured during non-working hours so as to restrict errant access to the site. Construction fencing shall be installed at minimum of 3 feet (0.9 m) high and shall be staked at no less than 10 feet (3m) on center with metal fence stakes. The material shall be fastened with a minimum of two nylon ties at each stake across or around active work areas during work hours for the duration of the project so as to restrict errant access to the work.

Payment for site security, construction and chaining fencing shall be included in the lump sum bid item for Site Security and Fencing.

7-10.5.3 **Steel Plate Covers.** Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1³/₄".

7-15 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, Paragraph (4), Sentence (3), 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 SUBSTITUTE 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 shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
4. Your example duties 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 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 your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
 - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
 - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).

- d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

7-16.1.1 Quality Assurance.

1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, and etc.) on your behalf 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 your employee.
 - c) Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

7-16.1.2 Submittals.

1. You 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, you 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, you 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. You shall use the City's internal public contact tracking system to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's internal public contact tracking system copies of all written, electronic, and verbal communications and conversations with the public.

7-16.1.3 Weekly Updates Recipients. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least 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, you 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. 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: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, 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. Coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.

2. You shall provide updates on construction impacts to the Resident Engineer. You 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. You 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, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within the 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, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, 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), you 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. You shall report all visits from members of the media 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, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

7-16.4 Payment.

1. The payment for the community outreach services shall be included in the Contract Price.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplement, item 1, subsection 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. To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.

ADD the following:

- e) 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

ADD:

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, "Warning/Identification Tape Installation".

SECTION 702 - CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

ADD:

702-8 Storage and Handling. To the City Supplement, ADD the following:

10. Hauling and Disposal of Sediment and Debris. Materials containing sediment mixed with vegetation and other organics excavated from the channel which has been deemed to be unsatisfactory for backfill onsite by the Engineer shall be loaded and hauled and disposed of at a California Class III Sanitary Landfill.

11. Hauling and Disposal of Clean Sediment. Excess clean sediment from the channel absent of organics which have been determined to be not required on site for backfill by the Engineer shall be loaded and hauled to a suitable location for backfill or other reuse. You shall provide documentation to the Engineer of the proposed location the material will be taken for approval.
12. Hauling and Disposal of Trash and Other Miscellaneous Debris. Trash, debris, and other refuse gathered from the channel and adjacent areas during the course of the project shall be hauled and disposed of in a California Class III Sanitary Landfill. These materials can be stored on site in a covered and secured 40-cubic yard capacity metal refuse disposal bin within a secured fenced area until they are at capacity.

702-9 Payment. To the City Supplement, ADD the following:

3. The payment of Hauling and Disposal of Sediment and Debris shall be on a per ton basis as indicated on landfill disposal tickets.
4. The payment of Hauling and Disposal of Clean Sediment shall be on a per ton basis as indicated on weight tickets.
5. Hauling and Disposal of Trash and Other Miscellaneous Debris on a per 40 cubic-yard container as indicated on landfill disposal tickets.
6. The contractor may be compensated on a per incident change for fees charged by disposal site operators to open disposal facilities and begin operations for the disposal of soils excavated from the project site. These fees must be as a result on request by the Engineer for work on Saturdays and Sundays as is necessary to meet the stipulations of the regulatory or resource agency permits. These fees will be paid at actual cost per day.

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Planning Department has prepared a **Notice of Exemption** and an **Emergency Permit Department of the Army Regional General Permit No. 63 for Chollas Creek Channel Emergency Maintenance (Map 71)**, as referenced in the Contract Exhibit. You must comply with all requirements of the Notice of Exemption as set forth in the Contract **Exhibit L**.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J
PROPOSAL

EXHIBIT J

PROPOSAL

To the City of San Diego:

In accordance with the Contractors proposal, the specifications and requirements on file with the City Clerk and the Contract documents, 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. _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

(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. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Anton's Service, Inc.

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



(Signature)

Anton Botter

(Printed Name)

President

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 8805 Winter Gardens Blvd.

(5) City and State Lakeside, CA Zip Code 92040

(6) Telephone No. 619-579-9000 Facsimile No. 619-749-5597

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the terms set forth herein, 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-21, C-41, D-49, C-12, B

LICENSE NO. 861019 EXPIRES 6-30-2017

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: anton@antonservice.com

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 President
Anton Botter II

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL) (Please see attached)

ACKNOWLEDGMENT

State of California
County of San Diego } ss.

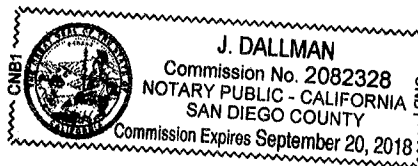
On 5-6-2016 before me, J. Dallman
Notary Public, personally appeared Anton Botter Jr

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

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

WITNESS my hand and official seal.

[Handwritten Signature]
Signature



(seal)

OPTIONAL INFORMATION

Date of Document 5-6-2016 Thumbprint of Signer
Type or Title of Document Proposal
Number of Pages in Document 3
Document in a Foreign Language No

Type of Satisfactory Evidence:
[X] Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

Capacity of Signer:
Trustee
Power of Attorney
CEO / CFO / COO
[X] President / Vice-President / Secretary / Treasurer
Other:

Check here if no thumbprint or fingerprint is available.

Other Information:

PROPOSAL

The Bidder agrees to the construction of **Chollas Creek Channel Emergency Maintenance (MAP 71)**, for the city of San Diego, in accordance with these contract documents for the prices listed below.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	237990	9-3.4.1	Mobilization	 	\$15,000.00
2	1	AL		9-3.5	Field Orders - Type II	 	\$15,000.00
3	237	EA	237990	300-1.4	Tree Removal	\$800.00	\$189,600.00
4	2,500	TON	237990	702-9	Hauling and Disposal of Sediment and Debris	\$85.00	\$212,500.00
5	500	TON	237990	702-9	Hauling and Disposal of Clean Sediment	\$27.00	\$13,500.00
6	7	LOAD	237990	702-9	Hauling and Disposal of Trash & Other Misc Debris	\$1,600	\$11,200.00
7	50	DAY	237990	9-3.4.1	Daily Site Maintenance Per Direction	\$250.00	\$12,500.00
8	1	LS	237990	7-8.8	Installation of Channel Bypass Equipment	 	\$14,635.00
9	8	WEEK	237990	7-8.8	Channel Stream Flow Bypass	\$6,060.00	\$48,480.00
10	1	LS	237990	701-13.9.5	Channel and Embankment Erosion Control	 	\$5,000.00
11	1	LS	237990	7-10.4.1.8	Site Security and Fencing	 	\$3,000.00
12	150	HOURL	237990	7-9.4.1	Channel Access and Access Restoration	\$260.00	\$39,000.00
TOTAL BASE BID:							\$579,415.00

TOTAL BID PRICE FOR BID (Items 1 through 12 inclusive) amount written in words:

Five Hundred and Seventy-Nine Thousand Four Hundred and Fifteen Dollars and 00/100 cents

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

Anton Botter II, President

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


Bidder: Anton's Service, Inc.

Title: President

Business Address: 8865 Wintergardens Blvd. Lakeside, CA 92040

Place of Business: 8865 Wintergardens Blvd. Lakeside, CA 92040

Place of Residence: 8740 Wintergardens Blvd. Lakeside, CA 92040

Signature:  Anton Botter ~~II~~, President

- A. 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.
- B. 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.
- C. 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.

EXHIBIT K

NOTICE OF EXEMPTION

and

**EMERGENCY PERMIT DEPARTMENT OF THE ARMY
REGIONAL GENERAL PERMIT NO. 63**

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
PLANNING DEPARTMENT
1010 SECOND AVENUE, SUITE 1200
EAST TOWER, MS 413
SAN DIEGO, CA 92101

 OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT No.: 463704 PROJECT TITLE: **Chollas Creek Channel Emergency Maintenance (Map 71)**

PROJECT LOCATION-SPECIFIC: The project is emergency maintenance of an earthen bottom riprap channel located between Vista Grande Drive and University Avenue, to the east of Rolando Boulevard; within the Mid-City Eastern Community Plan; in the Pueblo San Diego Watershed; City Council District 4.

PROJECT LOCATION-CITY/COUNTY: City of San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The emergency action is for the removal of dense vegetation and accumulated sediment from approximately 800 linear feet (LF) in a segment of the Chollas Creek drainage channel. The earthen channel bottom width is 15 feet with a top width of 40 feet. Sediment has built up just west of 6523 University Avenue, and continues downstream to the inlet that runs under Rolando Boulevard. Maintenance ingress/egress to the channel will be from a vacant lot west of 4181 Vista Grande Drive. A Loader will enter from the permanent access point and push material within the channel to a Gradall/Excavator to be scooped and loaded into dump trucks. Once the debris is loaded into dump trucks, it will be taken to the Miramar Landfill for disposal. The emergency work is expected to remove an estimated 4,266 cubic yards (1000-1500 tons) of material.

Land covers and vegetation to be removed include 0.02 acres of riparian scrub (disturbed southern willow scrub), 0.06 acres of natural flood channel, 0.11 acres of disturbed wetland (palm dominated), and 0.02 acres of disturbed land. Total impacts to jurisdictional areas are 0.21 acres (800 LF) of wetland and non-wetland waters of the U.S. The emergency project is not located within or adjacent to the Multi-Habitat Planning Area. This emergency activity will require subsequent permit review pursuant to the modified Substantial Conformance Review Procedures as described in Chapter 7 of the Master Storm Water System Maintenance Program (MMP); and the City of San Diego's Land Development Code §143.0126 Emergency Authorization to Impact Environmentally Sensitive Lands. The application shall be submitted within 60 days of completion of the emergency work.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Gene Matter 619.527.7506
Transportation & Storm Water Division, Operations and Maintenance, 2781 Caminito Chollas, MS 44, San Diego, CA 92105

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (Sec. 21080 (b) (1); 15268);
- DECLARED EMERGENCY (Sec. 21080 (b) (3); 15269(a));
- EMERGENCY PROJECT [Sec. 21080(b)(2),(4); 15269(b),(c)]**
- CATEGORICAL EXEMPTION: (Sec. 15301)
- STATUTORY EXEMPTIONS: (Sec. 15269)


REASONS WHY PROJECT IS EXEMPT: This emergency exemption is based on the expert opinion and findings by the Transportation & Storm Water Department (T&SWD). This emergency activity meets the criteria set forth in section 21080(b)(4) of the Public Resources Code and CEQA Guidelines section 15269(c) which allow for specific actions necessary to prevent or mitigate an emergency. The work may also include emergency repairs to public service facilities necessary to maintain service, which are exempt under Public Resources Code §21080(b)(2) and §15269(b) of the CEQA guidelines. Based on an assessment conducted on November 19, 2015 which revealed that sediment and vegetation have accumulated to a depth of approximately 7 feet within the Chollas Creek Channel (Map 71), the T&SWD determined that an imminent threat exists to properties adjacent to the channel. The risk of flooding in this channel is considered extremely high posing an immediate threat to adjacent properties due to sediment constricting the downstream flow capacity and the accumulation of vegetation which precludes the flow of storm water through the channel. Heavy predicted rains expected with the upcoming El Niño storm season increases the potential to dislodge several large palm trees and accumulated vegetation within the channel, putting downstream culverts at risk of clogging, causing severe flooding of upstream sections of the channel as well as adjacent properties. The buildup of sediment and vegetation have obstructed storm water flows within the channel during rains earlier this year, causing recent flooding of adjacent roadways and properties. The removal of approximately 800 LF of vegetation, sediment and debris is necessary to avoid or minimize the threat of loss or damage to life, property or essential public services. Because this segment of the channel is earthen, removal of sediment, vegetation and debris would result in temporary impacts to wetland and non-wetland resources; however, this work is the minimum necessary to prevent and mitigate the emergency in order prevent damage to public & private property and downstream resources.

LEAD AGENCY CONTACT PERSON: Myra Herrmann, Senior Planner, Planning Department, Telephone: (619) 446-5372

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
 YES NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA



 SENIOR PLANNER
 SIGNATURE/TITLE

December 23, 2015

 DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
 SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

EMERGENCY PERMIT

1. City of San Diego Transportation Storm Water Department 12-23-15
(Name) (Date)

2. 2781 Caminito Chollas MS 44
(Street Name & No.)

3. San Diego, CA 92105
(City, State, Zip)

4. PTS 463704 Chollas Creek Emergency Maintenance Map # 71, Permit No. 1622406
(PTS and Emergency Permit Number)

5. **Project Location-** Work within the Chollas Creek drainage channel west of 6523 University Avenue, and continues downstream to the inlet that runs under Rolando Boulevard.

6. **SCOPE-**Emergency action for the removal of dense vegetation and accumulated sediment from approximately 800 linear feet (LF) in a segment of the Chollas Creek drainage channel. The earthen channel bottom width is 15 feet with a top width of 40 feet. Sediment has built up just west of 6523 University Avenue, and continues downstream to the inlet that runs under Rolando Boulevard. Maintenance ingress/egress will be from a vacant lot west of 4181 Vista Grande Drive.

Dear Ms. Rothman:

This letter constitutes approval of the emergency work you or your representative have requested to be done at the location listed above. Based on the submitted information and staff's site inspection an unexpected geotechnical occurrence requiring immediate action to prevent or mitigate loss or damage to life, health, property or essential public services.

- a. An emergency exists which requires action more quickly than permitted by the procedures for acquiring a Coastal and/or Site Development Permit; and

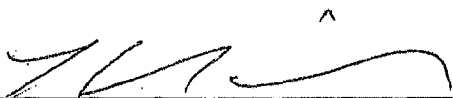
- b. Public comment on the proposed emergency action has been solicited and reviewed to the extent feasible; and

The work is hereby approved, subject to the following conditions:

1. **Only** that work specifically requested as described above, described within the CEQA document and for the specific property listed above is authorized. Any additional work requires separate authorization from the City Manager.
2. The permittee shall apply for a Public Project Assessment to determine if a follow-up permit is needed **or** submit for a regular Coastal and/or Site Development Permit to have the emergency work be considered permanent.
3. **This permit does not eliminate the need to obtain necessary authorizations and/or permits from other agencies.**

If you have any questions about the provisions of this authorization, please call the City of San Diego, Development Services Department.

EMERGENCY PERMIT APPROVED:



Helene Deisher, Development Project Manager

JOB ORDER NUMBER: 21003732



Approval

THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

12/23/15 4:14 pm

Page 1 of 1

L64A-005

Project Information

Project Nbr: **463704** Title: Chollas Creek Emergency Map 71
Project Mgr: Deisher, Helene (619)446-5223 hmdeisher@sandiego.gov



Approval Information

Approval Nbr: 16 22406	Type: Emergency Authorization-ESL	Status: Issued	
Issued: 12/23/2015 4:12 pm	Issued By: Deisher, Helene	Permit Holder: Rothman, Christine - Transportation Stormwater	
Completed:	Completed By:	Owner Occupied: <input type="checkbox"/>	Overridden: <input type="checkbox"/>
Extension Qty: 0	Extended By:	Cancel Reason:	
Scope: removal of dense vegetation and accumulated sediment from approximately 800 linear feet (LF) in a segment of the Chollas Creek drainage channel. The earthen channel bottom width is 15 feet with a top width of 40 feet. Sediment has built up just west of 6523 University Avenue, and continues downstream to the inlet that runs under Rolando Boulevard. Maintenance ingress/egress will be from a vacant lot west of 4181 Vista Grande Drive.		Precancel Status:	
		Land Doc Type:	
		Recorded Map No.:	
		Recorded Date:	

Job Location (6523 UNIVERSITY AV)

<u>Address</u>	<u>Assessor Parcel</u>
6523 UNIVERSITY AV	473-240-0400



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
5900 LA PLACE COURT, SUITE 100
CARLSBAD, CALIFORNIA 92008

December 29, 2015

Mr. Gene Matter
City of San Diego
Storm Water Division
2781 Caminito Chollas, MS 44
San Diego, California 92105

DEPARTMENT OF THE ARMY REGIONAL GENERAL PERMIT NO. 63

Dear Mr. Matter:

I am responding to your request (SPL-2015-00924-MG) for a Department of the Army permit for your proposed project, Chollas Creek Channel Maintenance, specific to the section depicted in the enclosed Figure 3. The proposed project is located near 4181 Vista Grande Drive, in the City of San Diego, San Diego County, California (Latitude 32.75419°N and Longitude -117.05697°W). The proposed project involves channel maintenance to remove accumulated sediment, vegetation, and debris from Chollas Creek using mechanized equipment along with a temporary dewatering berm. Excavated material will be loaded into dump trucks located in the Access/Staging area (see enclosed figures) and taken to the Miramar Landfill for disposal.

Because this project would result in a discharge of dredged and/or fill material into waters of the United States a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330).

I have determined construction of your proposed project, if constructed as described in your application, would comply with Regional General Permit (RGP) No. 63 - Repair and Protection Activities in Emergency Situations. Specifically, and as shown in the enclosed figures, you are authorized to:

1. Permanently impact approximately 800 linear feet (0.21 acre) of the earthen lined section of Chollas Creek (depicted in Figure 3) by excavating accumulated sediment, vegetation and debris.
2. Temporarily impact Chollas Creek by placing fill consisting of a sand bag berm approximately 2.5 feet wide, 3 feet high, and 15 feet long during maintenance activities to prevent upstream flows from entering the work area. The sandbag berm is to be placed in the location depicted in Figure 4.

For this RGP verification letter to be valid, you must comply with all of the terms and conditions of RGP No. 63 - Repair and Protection Activities in Emergency Situations, available

at <http://www.spl.usace.army.mil/Missions/Regulatory/RegionalGeneralPermits.aspx>.

Furthermore, you must comply with the following non-discretionary Special Conditions:

1. The work authorized by this RGP must be underway no later than fourteen (14) calendar days from date of issuance of this letter of verification. All work must be completed no later than 90 days from the date of this letter. If the Permittee is unable to complete the authorized work by this date, the Permittee must request, in writing, an extension from the U.S. Army Corps of Engineers (Corps) Regulatory Division prior to the deadline.
2. The sandbag berm and all equipment shall be removed within one week of completed work.
3. All work shall be monitored by a qualified biologist.
4. As directed in RGP No. 63, any work authorized by this RGP must be the minimum necessary to alleviate the immediate emergency, unless complete reconstruction does not result in significantly increased impacts to aquatic resources and logistical concerns indicate such reconstruction is as expedient considering the condition of the project site and is limited to in-kind replacement or refurbishment.
5. As directed in RGP No. 63, you shall provide a written report to this office (within 45 days of completing the project) after completion of any action conducted under this RGP.
PROVIDING THIS REPORT IS MANDATORY. At a minimum the Report shall include the following:


- a. The name, address, and telephone number of the applicant and the applicant's agent (if appropriate).
- b. Full description of the activity including:
 - i. Description of the emergency and the potential for loss of life or property;
 - ii. Purpose of the activity;
 - iii. Final goal of the entire activity;
 - iv. Location (e.g., latitude/longitude or UTM coordinates; section/township/range on appropriate USGS topographic map; Thomas Guide map, or other source to accurately portray project location);
 - v. Size and description of project area (include maps or drawings showing the areal and lineal extent of the project, and pre- and post-construction photographs); and
 - vi. Quantities of materials used.
- c. Information on receiving waterbody impacted including:
 - i. Name of waterbody;
 - ii. Type of receiving waterbody (e.g., river/streambed, lake/reservoir, ocean/estuary/bay, riparian area, wetland type, etc.);
 - iii. Temporary/permanent adverse impact(s) in acres/cubic yards/linear feet;
 - iv. Compensatory mitigation in acres/cubic yards/linear feet; and
 - v. Other mitigation steps (to avoid, minimize, compensate).

- d. Information on federally listed or proposed endangered species or designated or proposed critical habitat including:
 - i. Temporary/permanent adverse impacts;
 - ii. Compensatory mitigation; and
 - iii. Other mitigation steps (to avoid, minimize, compensate).

A general permit does not grant any property rights or exclusive privileges. Also, it does not authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, State, or local authorizations required by law.

If you have any questions, please contact Meris Guerrero at 760-602-4836 or via e-mail at Meris.Guerrero@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

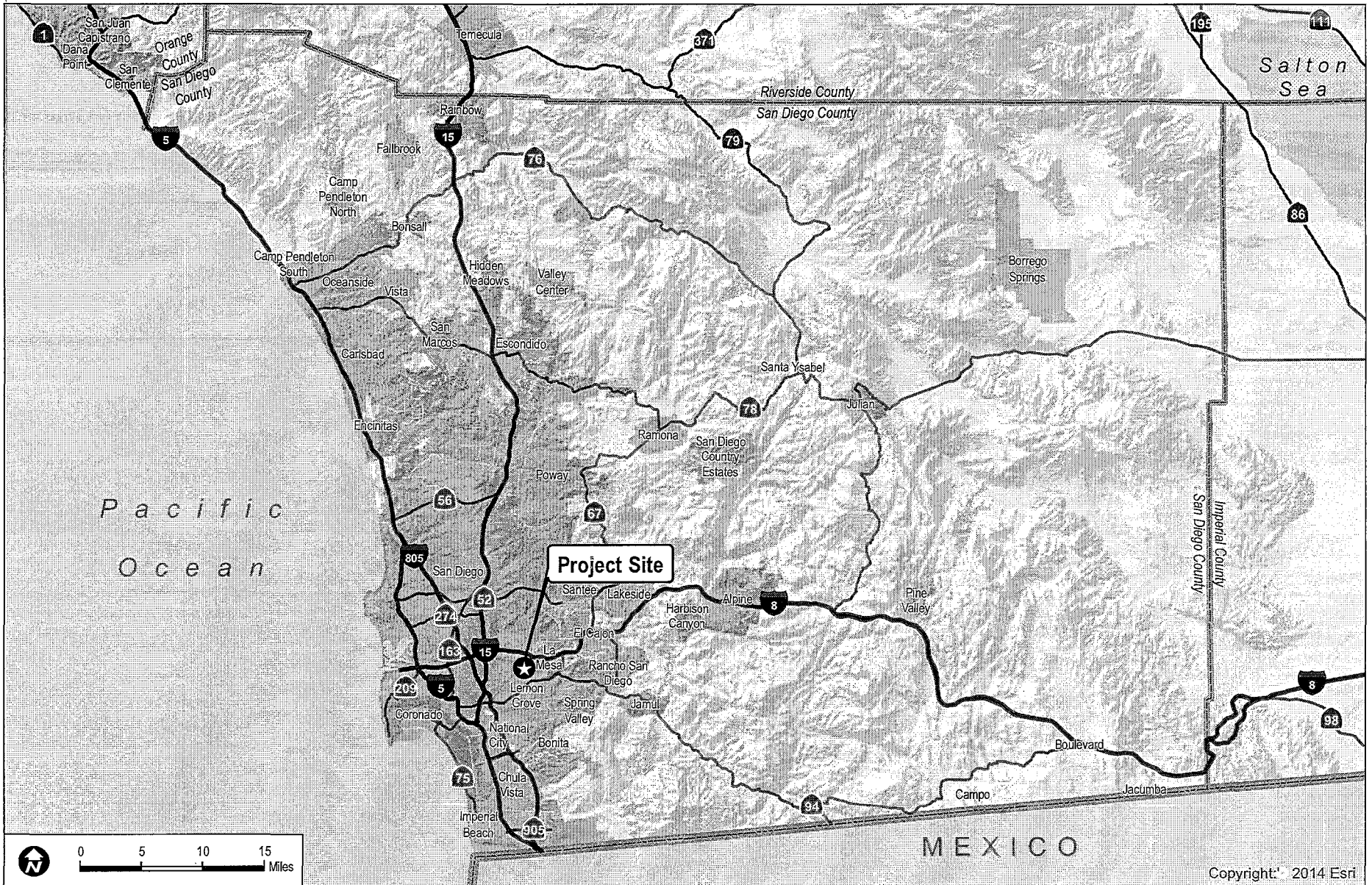


Robert Smith
Acting Team Lead
South Coast Branch

Enclosures

EXHIBIT L

LOCATION MAPS, PROJECT PHOTOS, AND AS-BUILT DRAWINGS



DUDEK

Chollas Creek Channel (MMP Map 71) - Emergency Channel Maintenance

Copyright: © 2014 Esri

FIGURE 1
Regional Map

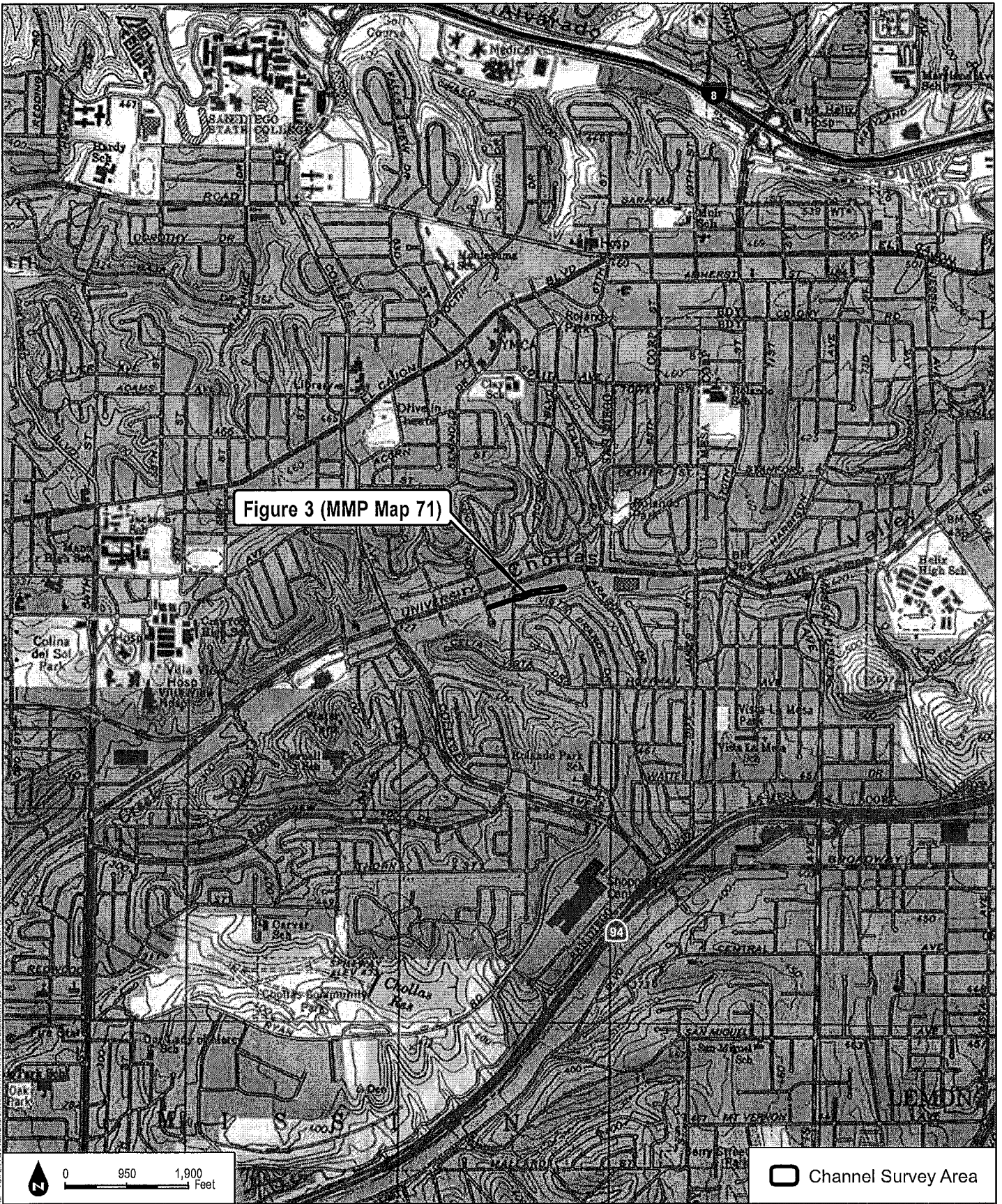



Figure 3 (MMP Map 71)

 Channel Survey Area

SOURCE: USGS 7.5-Minute Series - La Mesa Quadrangle.

FIGURE 2
Vicinity Map

DUDEK

Chollas Creek Channel (MMP Map 71) - Emergency Channel Maintenance



SOURCE: SANDAG Imagery 2015; Helix 2015; City of San Diego 2015

DUDEK

Chollas Creek Channel (MMP Map 71) - Emergency Channel Maintenance

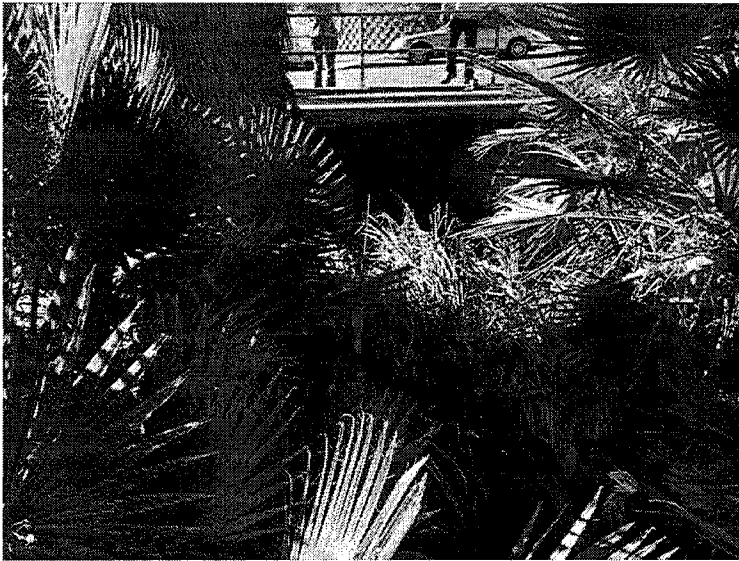
MMP Map 71; Figure 3
 Biological Resources and Impacts

ATTACHMENT A

Chollas Creek Channel (Section 1) Emergency Channel Maintenance, MMP Map 71

Photograph Log

Photograph 1: Looking west towards the culvert that carries flows west under Rolando Blvd. (MMP Map 71; Figure 3).



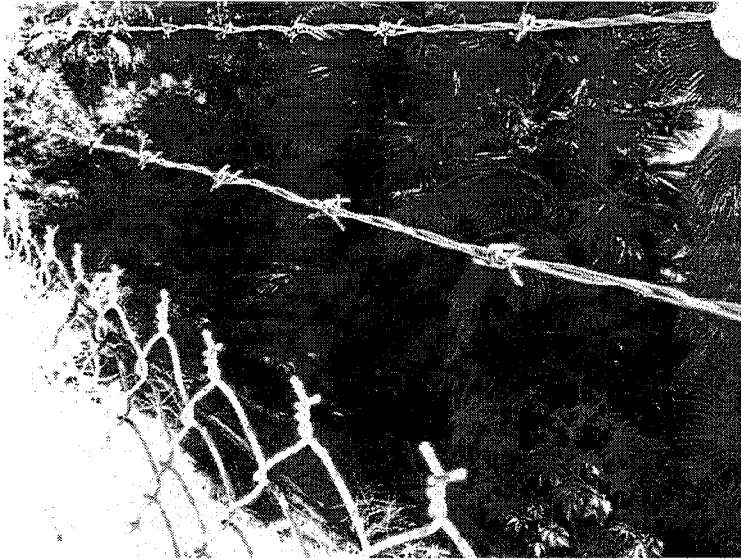
(November 19, 2015; 1:20pm)

Photograph 2: Looking at the west end of the channel beneath the disturbed wetland (palm-dominated) within MMP Map 71; Figure 3.



(November 19, 2015; 2:34pm)

Photograph 3: Looking upstream from the north side of the channel at vegetation (exotic) growing up in the channel (MMP Map 71; Figure 3).



(November 19, 2015; 1:34pm)

Photograph 4: From the eastern end of the proposed maintenance area, looking south at vegetation (willows and palms) within the channel (MMP Map 71; Figure 3).



(November 19, 2015; 1:47pm)

Photograph 5: Looking south into the palm-dominated vegetation near the west end of the channel (MMP Map 71; Figure 3).



(November 19, 2015; 2:54pm)

Photograph 6: Looking at the vegetation and sediment built up in the eastern end of the proposed maintenance area within MMP Map 71; Figure 3).



(November 19, 2015; 1:47pm)

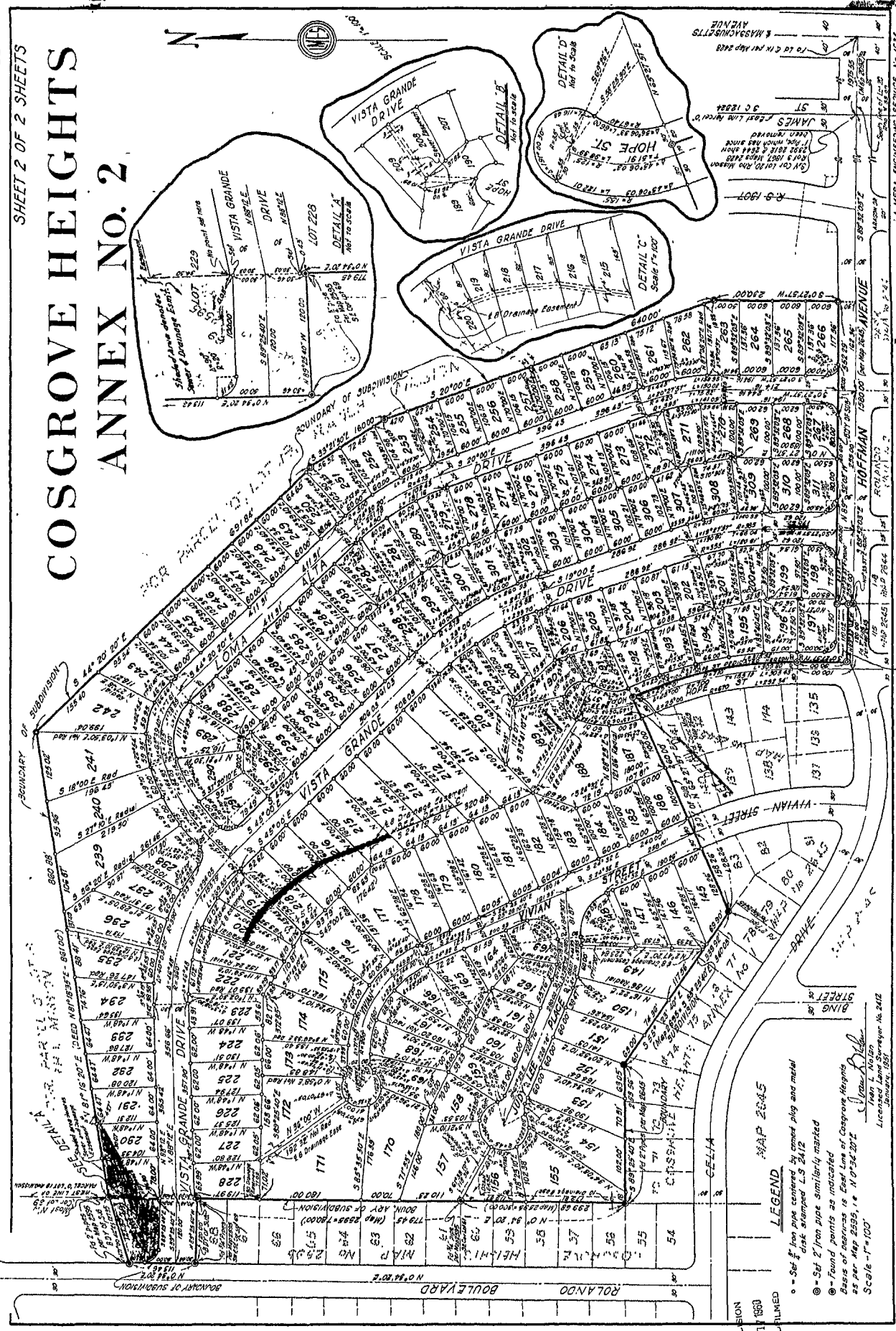
UNRECORDED AT
F2
F4

15:1 REDUCTION

MAP NO. 2762

SHEET 2 OF 2 SHEETS

COSGROVE HEIGHTS ANNEX NO. 2



PRECISION
FEB 17 1960
MICROFILMED

MAP 2762-5

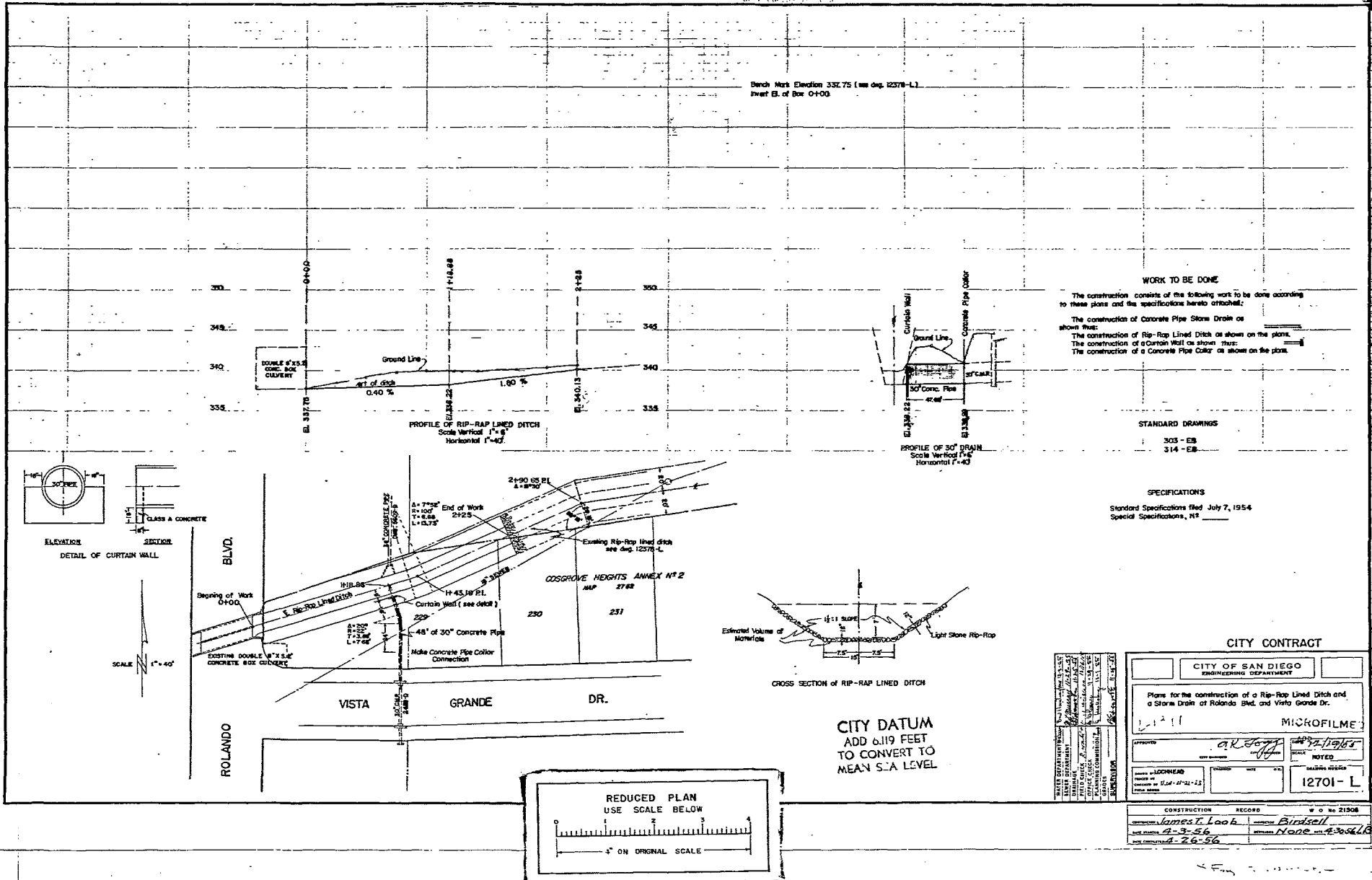
LEGEND

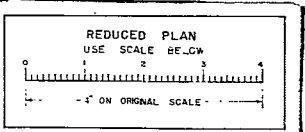
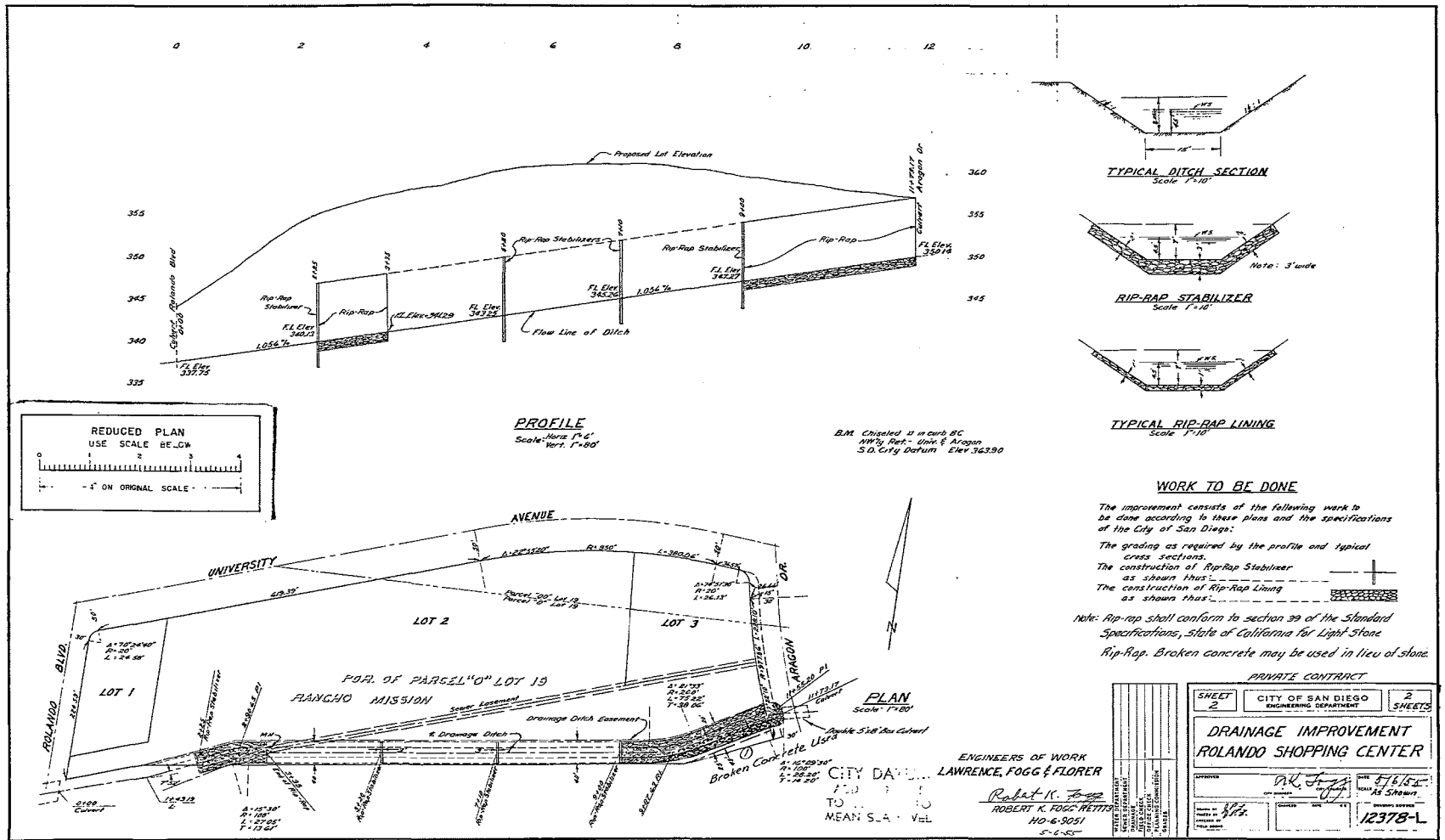
- - Set 3" iron pipe covered by cement plug and metal disk stamped L.S. 2412
- ⊙ - Set 2" iron pipe similarly marked
- ⊗ - Found points as indicated

Based on reference to East Lot of Cosgrove Heights as per Map 2595, 1st N 0° 24' 20" E

Iron L. Nelson
Surveyor
Licensed Land Surveyor - No. 2412
Sandy, Utah

Exhibit L - Location Maps, Project Photos, and As-built Drawings Chollas Creek Channel Emergency Maintenance (MAP 71)





PROFILE
 Scale: 1" = 40'

B.M. Chiseler 2 in curb BC
 N.P.G. Ref. - Univ. & Aragon
 S.O. City Datum Elev. 363.90

TYPICAL DITCH SECTION
 Scale 1" = 10'

RIP-RAP STABILIZER
 Scale 1" = 10'

TYPICAL RIP-RAP LINING
 Scale 1" = 10'

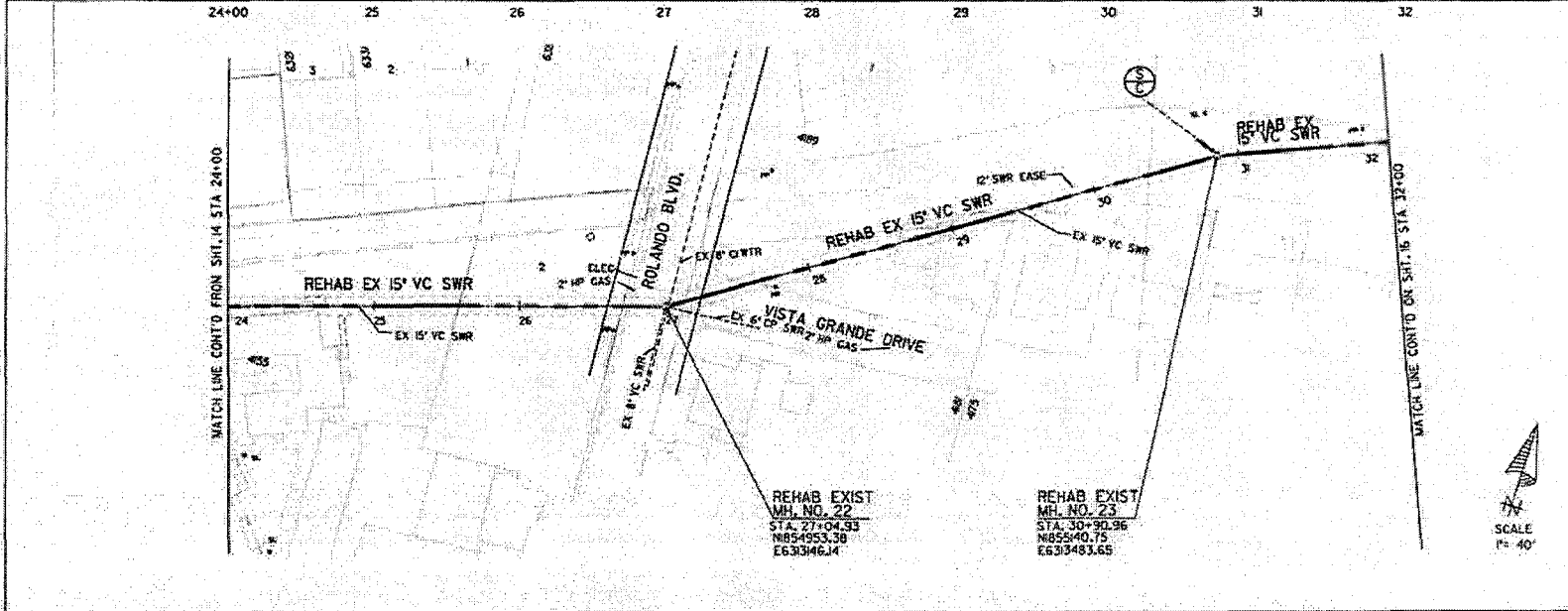
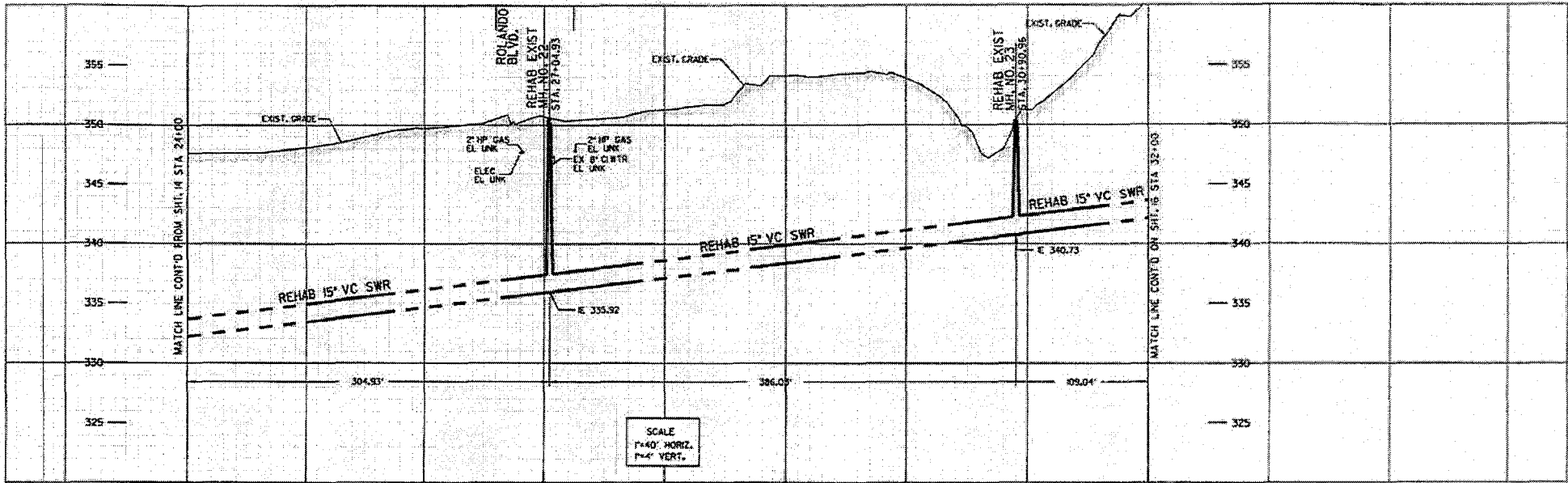
WORK TO BE DONE

The improvement consists of the following work to be done according to these plans and the specifications of the City of San Diego:
 The grading as required by the profile and typical cross sections.
 The construction of Rip-Rap Stabilizer as shown thus.
 The construction of Rip-Rap Lining as shown thus.
 Note: Rip-rap shall conform to section 39 of the Standard Specifications, State of California for Light Stone.
 Rip-rap. Broken concrete may be used in lieu of stone.

PRIVATE CONTRACT	
SHEET 2	CITY OF SAN DIEGO ENGINEERING DEPARTMENT 2 SHEETS
DRAINAGE IMPROVEMENT ROLANDO SHOPPING CENTER	
DATE: 8/15/52	BY: AS SHOWN
PROJECT NO. 12378-L	

ENGINEERS OF WORK
LAWRENCE, FOGG & FLORES
 Robert K. Fogg
 ROBERT K. FOGG & FLORES
 HO-6-5051
 5-6-52

CONSTRUCTION RECORD	W. O. No. 23967
Contractor: Gillman Grading Co.	Inspector: W. J. ...
DATE: 8-15-52	TIME: 10:00 AM
BY: ...	BY: ...



REFERENCES:
 BENCH MARK: SERP COLLEGE & UNIV
 ELEV: 379.57
 FIELD NOTES: DODOS 6-3-97 17224 INDEX 1042-6299

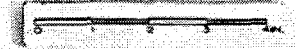
WATER: 6899-2-R, 6899-3-W
SEWER: 2428-2-D, 1230-L, 1254A-L
STORM DRAIN: 360-0
GAS: 550
ELECTRIC: 24-1749B
CABLE: TYS 24-149
TELEPHONE: 3032
IMPROVEMENTS: 260-B, 1260+5, 2527-8-D, 1888-L
WATER FIELD BOOK: L-18
SEWER FIELD BOOK: L-16
100' SCALE: 24-1749
THOMAS BROS.: 12701-04

RETIREMENTS:
 NONE

CHOLLAS VALLEY TRUNK SEWER PHASE I EASEMENT			
STA. 24+00 TO STA. 32+00			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT		1749	
<i>(See Sheet 204)</i>		DATE	12/15/99
ORIGINAL	BY	DATE	12/15/99
APPROVED		DATE	12/15/99
DRAWN BY		DATE	12/15/99
CHECKED BY		DATE	12/15/99
SCALE		1"=40'	
PROJECT NUMBER		29351-15-D	

AS-BUILT

PLANNED FROM THE ORIGINAL SURVEY QUALITY
 UNAVAILABLE. EXISTING DATA BACKGROUND
 MAY SHOW A HIGHER QUALITY REPRESENTATION.



EASEMENT

