

**ORIGINAL**

# City of San Diego

**CONTRACTOR'S NAME:** Arrieta Construction, Inc.  
**ADDRESS:** P.O. Box 1299, El Cajon, CA 92022-1299  
**TELEPHONE NO.:** 619-448-7683      **FAX NO.:** 619-448-1287  
**CITY CONTACT:** Michelle Muñoz, Contract Specialist, Email: MichelleM@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
C.Gascon/A. Rekani/mlw

## CONTRACT DOCUMENTS

### FOR

**EMERGENCY CONSTRUCTION SERVICES FOR:  
Emergency Storm Conveyance Maintenance and  
Cleaning on Hotel Circle Area**

**BID NO.:** K-16-6725-EMR-3  
**SAP NO. (WBS/IO/CC):** 21003729  
**CLIENT DEPARTMENT:** 2116  
**COUNCIL DISTRICT:** 7  
**PROJECT TYPE:** CA

Document No. C-16931  
Filed JUN 17 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:



For City Engineer

4/29/16

Date

Seal:



## TABLE OF CONTENTS

DESCRIPTION	PAGE NUMBER
1. GENERAL INSTRUCTIONS.....	4
2. AGREEMENT .....	14
3. EXHIBITS	
• Exhibit A – Drug-Free Workplace Certification .....	20
• Exhibit B – ADA Compliance Certification .....	22
• Exhibit C – Contractor Standards - Pledge of Compliance.....	24
• Exhibit D – Affidavit of Disposal .....	26
• Exhibit E – Non-Collusion Affidavit.....	28
• Exhibit F – Contractors Certification of Pending Actions.....	30
• Exhibit G – Equal Benefits Ordinance Certification of Compliance.....	32
• Exhibit H – Forms .....	34
• Exhibit I – Supplementary Special Provisions .....	37
• Exhibit J – Contractor’s Compensation Rate Schedule .....	52
• Exhibit K – Notice of Exemption/Application for Department of the Army Permit .....	55
• Exhibit L – Location Maps, Project Photos, and As-built Drawings .....	63

# 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. Furnish materials, labor and equipment to clear excess vegetation; clean, remove and haul sediment and debris in storm water pipe, headwall and conveyance at 901, 1565 & 2087 Hotel Circle South, 1333 Camino Del Rio and 1660 Hotel Circle North on an emergency basis.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 3-2.4, "Agreed Prices" of The GREENBOOK.
- 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 3-3, "EXTRA WORK" of The GREENBOOK and as modified by The WHITEBOOK.

### 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 **62 Working Days** from the date of issuance of the Notice to Proceed.
  5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$510,000**. 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 at the time of award. The City has determined the following licensing classification 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
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

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. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."

11. **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.

12. **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.

13. **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.
14. **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.
15. **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.
16. **AWARD OF CONTRACT OR REJECTION OF PROPOSALS:**
  - 16.1. 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.
  - 16.2. 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.
17. **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.

18. **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.
19. **CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - 19.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - 19.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 19.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - 19.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - 19.5. 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.
  - 19.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - 19.7. 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  
ARRIETA CONSTRUCTION, 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 **Arrieta Construction, 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 **Arrieta Construction, Inc.**, herein called "Contractor" for its time and materials used to construct **Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area**; in the amount not to exceed Five Hundred Ten Thousand Dollars 00/100 (\$510,000.00).

- 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 **Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area**; 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 **Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area**, Bid Number **K-16-6725-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](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 *Eleida Felix Yackel*

Jan I. Goldsmith, City Attorney  
By *[Signature]*

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

Print Name: Davin A. Widgeraw  
Deputy City Attorney

Date: 6/14/16

Date: 6-14-2016

CONTRACTOR - Arrieta Construction, Inc.

By *Wes Wise*

Print Name: Wes Wise

Title: President

Date: 6.2.16

City of San Diego License No.: B1974004060

State Contractor's License No.: 259145

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

---

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

Arrieta Construction, Inc., a corporation, as principal, and  
Liberty Mutual Insurance Company, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors  
and assigns, jointly and severally, to The City of San Diego a municipal corporation in the  
sum of FIVE HUNDRED TEN THOUSAND DOLLARS AND 00/100 (\$510,000.00) for the  
faithful performance of the annexed contract, and in the sum of FIVE HUNDRED TEN  
THOUSAND DOLLARS AND 00/100 (\$510,000.00) for the benefit of laborers and  
materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Emergency Storm  
Conveyance Maintenance and Cleaning on Hotel Circle Area**, Bid Number:  
**K-16-6725-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.

**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 June 1, 2016

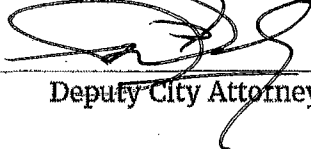
Approved as to Form

Arrieta Construction, Inc.  
Principal

By 

Wes Wise, President  
Printed Name of Person Signing for  
Principal


Jan I. Goldsmith, City Attorney

By   
Deputy City Attorney

Liberty Mutual Insurance Company  
Surety

By   
Dale G. Harshaw, Attorney-in-fact

Approved:

By:   
Elaida Felix-Yackel  
Senior Contract Specialist  
Public Works Department

790 The City Drive, Suite 200  
Local Address of Surety

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

714-634-5720  
Local Telephone No. of Surety

Premium \$ 5,202

Bond No. 024067645

**CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA }

COUNTY OF SAN DIEGO }

On June 2, 2016 before me, A. PARRAVANO, Notary Public,

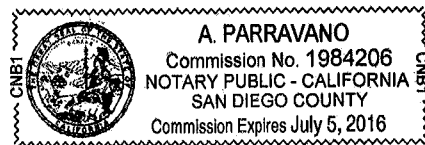
personally appeared Wes Wise

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: *A. Parravano* (Seal)



# 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 San Diego )

On June 1, 2016 before me, Tara Bacon, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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

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

Certificate No. 7239822

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

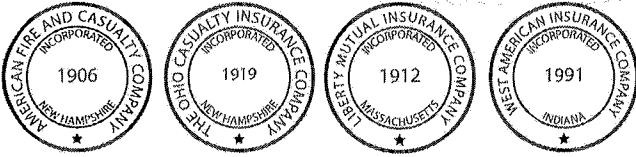
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley R. Orr; Dale G. Harshaw; Geoffrey Shelton; John R. Qualin; Kyle King; Tara Bacon

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of January, 2016.



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 14th day of January, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

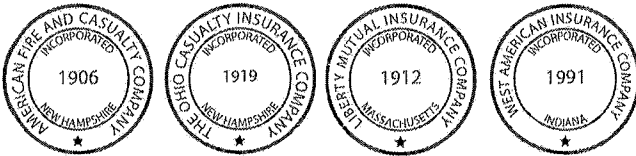
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact,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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of June, 2016.



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

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

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

**EXHIBIT A**

**DRUG-FREE WORKPLACE CERTIFICATION**

**EXHIBIT A**

**DRUG-FREE WORKPLACE**

**PROJECT TITLE: Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area**

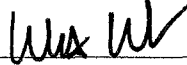
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

Arrieta Construction, 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 Wes Wise

Title President



**EXHIBIT B**

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

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION


PROJECT TITLE: Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area

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;

Arrieta Construction, 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 Wes Wise

Title President

**EXHIBIT C**

**CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

EXHIBIT C

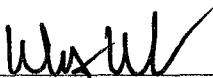
CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area

I declare under penalty of perjury that I am authorized to make this certification on behalf of Arrieta Construction, 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 2 Day of June, 2016.

Signed 

Printed Name Wes Wise

Title President

**EXHIBIT D**

**AFFIDAVIT OF DISPOSAL**

**EXHIBIT D**

**AFFIDAVIT OF DISPOSAL**

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

Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area  
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-6725-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:

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

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

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

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

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

\_\_\_\_\_  
Contractor  
by

**ATTEST:**

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

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

Notary Public in and for said County and State

**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.

Wes Wise, 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: Wes Wise, President, Arrieta Construction, Inc.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

(SEAL)





**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 N (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Arrieta Construction, Inc.

Certified By Wes Wise Title President

Name  
  
 Signature

Date 6-2-16

**USE ADDITIONAL FORMS AS NECESSARY**

**EXHIBIT G**

**EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE**

**EXHIBIT G**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION		
Company Name: Arrieta Construction, Inc.		Contact Name: Wes Wise
Company Address: P.O. Box 1299	619-448-7683	Contact Phone:
El Cajon, CA 92022	wes@arrietaconst.com	Contact Email:

CONTRACT INFORMATION	
Contract Title: Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area	Start Date:
Contract Number (if no number, state location): K-16-6725-EMR-3	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](http://www.sandiego.gov/administration).

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION		
Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.		
<input checked="" type="checkbox"/>	I affirm <b>compliance</b> with the EBO because my firm ( <i>contractor must select one reason</i> ):	
	<input checked="" type="checkbox"/> Provides equal benefits to spouses and domestic partners.	
	<input type="checkbox"/> Provides no benefits to spouses or domestic partners.	
	<input type="checkbox"/> Has no employees.	
	<input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.	
<input type="checkbox"/>	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.		
Wes Wise	President	
Name/Title of Signatory	Signature	Date
		6.2.16

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 ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

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

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

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

## NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

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

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

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



**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 3:30 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 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

**6-7.1 General.** To the City Supplement, ADD the following:

5. 30 Working Days shall be included in the stipulated Contract time for full depth asphalt final mill and resurfacing Work required per SDG-107.

## **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.**

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

**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.

**7-5 PERMITS, FEES, AND NOTICES.** To the City Supplement, ADD the following:

The City will obtain, at no cost to you, the following permits:

1. US Army Corps of Engineers RGP No. 63

**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.

**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.

**7-10.5.3 Steel Plate Covers.** Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1<sup>3</sup>/<sub>4</sub>".

**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.

**7-16.2 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.

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

1. Virtual Project Manager will be used on this contract.

## SECTION 9 - MEASUREMENT AND PAYMENT

- 9-3.2.5 Withholding of Payment.** To the City Supplement, item 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".

## SECTION 700 - EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING

- 700-1.7.2 Project Biologist.** To the City Supplement, ADD the following:

The City will retain a qualified Project Biologist to perform biological monitoring work for this contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

## SECTION 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.

## SECTION 705 - WATER DISCHARGES

- 705-2.6.1 General.** To the City Supplement, item 3, CORRECT reference to Section 803 to read "Section 703".

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

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

#### **SECTION 707 – RESOURCE DISCOVERIES**

**ADD:**

**707-1.1 Environmental Document.** The City of San Diego Planning Department has prepared Notice of Exemptions (NOE) for **Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area**, as referenced in **Exhibit K**. You must comply with all requirements of the NOE as set forth in the **Exhibit K**.

Compliance with the City's environmental document shall be included in the Contract Price.

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

**EXHIBIT J**

**CONTRACTOR'S COMPENSATION RATE SCHEDULE**



## **EXHIBIT J**

### **CONTRACTOR'S COMPENSATION RATE SCHEDULE**

The following Compensation Rate Schedule shall constitute the maximum rates (e.g., labor, direct costs, etc.) for Extra Work, if any, provided by the Contractor during the term of this agreement.

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 3-2.4, "Agreed Prices."



**LABOR RATES SHEET FOR "Hotel Circle Emergency Storm Drain Cleaning"**

Labor Classification	Regular Time	Overtime	Doubletime
SUPERINTENDENT or PROJECT MANAGER	\$124.00	\$164.00	\$217.00
FOREMAN	\$115.00	\$147.00	\$183.00
OPERATOR (Operator Group 8)	\$108.00	\$143.00	\$177.00
PIPELAYER (Labor Group 4)	\$80.00	\$105.00	\$130.00
LABORER (Labor Group 1)	\$77.00	\$101.00	\$125.00
TRUCK DRIVER (Teamster Group 4)	\$81.00	\$100.00	\$125.00

Labor Rate Sheet Dated: 1,12,16

Labor Rates include Mark-Up

Mark Ups are per Whitebook City of San Diego

1. Materials-Vendors-Rentals = Cost plus 15% mark-up
2. Company Owned Equipment = Caltrans Equipment Rates plus 15% mark-up
3. Subcontractors = Cost plus 5% mark-up
4. Labor Rates = Per table on this sheet (Same labor rates as used on current City of SD Emergency jobs)

**EXHIBIT K**

**NOTICE OF EXEMPTION/APPLICATION FOR DEPARTMENT OF THE ARMY  
PERMIT**

## 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.: N/A

PROJECT TITLE: 2087 Hotel Circle South Drainage Emergency  
Maintenance

PROJECT LOCATION-SPECIFIC: The project is the emergency maintenance of approximately 100-foot concrete lined and 50-foot earthen canyon drainage located south of Interstate 8, east of Interstate 5, behind 2087 Hotel Circle South within the Mission Valley Community Planning Area, Council District 3. The canyon drainage is located partially within the Multi-Habitat Planning Area (MHPA).

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

### DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT:

Maintenance involved excavation of the sediment, cobble, and debris from two debris fences and a headwall within a canyon drainage. The area of removal was approximately 20 feet wide by 150 linear feet long (i.e., 100 linear feet of concrete-lined and 50 linear feet of earthen drainage). One holly-leaf cherry and one non-native shrub were removed and minor trimming of overhanging vegetation occurred. Where water flow had rerouted around the partially obstructed debris fences, on-site material was pushed back to restore the historical drainage pattern. Two debris fences were also repaired. Access to the drainage was along the existing brow ditch located perpendicular to the north end of the drainage. The brow ditch was temporarily covered with steel plates to provide equipment access to the maintenance area and equipment was staged in an adjacent hotel parking lot, next to the brow ditch. An excavator and skid-steer were the primary equipment used in the maintenance. The skid-steer transported the material down the slope to haul trucks and the material was taken to the Miramar landfill. The maintenance removed an estimated 200-400 tons of material.

All work was monitored by a qualified biologist and all equipment and materials were removed following completion of work. The emergency maintenance area impacts were limited to 0.05 acres of concrete-lined drainage and 0.02 acres of natural drainage. Total impacts to jurisdictional areas were 0.07 acres (150 LF) of non-wetland Waters of the U.S. No permanent loss of wetland or non-wetland Waters of the U.S. occurred.

A bird nesting survey was completed by Helix Environmental Planning, Inc. prior to maintenance activities and no nesting birds or nesting raptors were documented during the survey within 500 feet of the proposed work area. In addition, a records search was completed and the work area surveyed for cultural resources. No cultural or historic resources were observed within the maintenance area or the immediate vicinity, and none have been previously recorded in the immediate vicinity of the project site.

Temporary and permanent erosion, sedimentation, and water pollution control measures shall be installed, monitored, maintained, and revised, as appropriate, to ensure their effectiveness and compliance with the City's Storm Water Management Ordinance.

This emergency activity will be submitted for subsequent permit review pursuant the City of San Diego's Land Development Code (LDC) §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 EXEMPTION: (Sec. 15269)

REASONS WHY PROJECT IS EXEMPT: This emergency exemption is based on the expert opinion and findings by the Transportation & Storm Water Department. This emergency activity meets the criteria set forth in Public Resources Code Section 21080(b)(4) and Section 15269(c) of the CEQA Guidelines, which allow for actions necessary to prevent or mitigate an emergency. The work may also include emergency repairs to public or private facilities necessary to maintain service essential to the public health, safety, or welfare, which are exempt under Public Resources Code Section 21080(b)(2) and CEQA Guidelines Section 15269(b).]

Inspections by City staff revealed that there was a significant build-up of sediment, cobble, and debris against several debris fences and that a headwall leading to the underground conveyance system was blocked. In addition, a hotel that backs onto the canyon had reported damage due to erosion of the hillside during the January 2016 rains. The City made the determination that immediate, specific action was necessary to avoid or minimize a threat of loss or damage to life, property or essential public services.


The National Weather Service forecast immediately preceding the work indicated two storm events occurring on Sunday and Monday (March 6 and March 7, 2016) with total precipitation of 0.75 to 1.5 inches in coastal and valley areas. The exemption is appropriate given the significant risk to life and property posed by the conditions of the drainage, the storms that were forecasted prior to commencement of the work, and the high likelihood of additional major rain events occurring imminently due to El Niño. This work was the minimum necessary to prevent and mitigate the emergency and will have no more than a minimal and temporary effect on the aquatic environment.

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



SIGNATURE/TITLE

April 5, 2016

DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

## 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 AVE, 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.: *PENDING*      PROJECT TITLE: **1660 Hotel Circle North Outfall Emergency Maintenance**

PROJECT LOCATION-SPECIFIC: This facility is a storm water outfall located at the north edge parking lot at 1660 Hotel Circle North in the Mission Valley Community Planning Area; Council District 7; Lower San Diego watershed.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Emergency maintenance for the removal of cobble and sediment obstructing an 80-inch and a 48-inch drainpipe outlet. A Gradall/Excavator will be staged above the culvert in a disturbed area to the north of the outfall drainage. The Gradall/Excavator will excavate materials from within the drainage easement and load it into dump trucks for legal disposal. All staging would occur within the paved parking lot and aforementioned disturbed area to the north, with access through a City-owned gate. The blocked culvert significantly diminished the ability of the drainage to safely convey storm water in the event of a major rainfall event by blocking the flow of water into the earthen drainage between Riverwalk Golf Course and the office parking lot at 1660 Hotel Circle North. Based on the forecasted El Niño-influenced weather patterns bringing heavier than normal rainfall to the San Diego region during the winter of 2015-2016, accounts of recent flooding of the adjacent office parking lot, T&SW has concluded there is an imminent threat to public health and safety from the sediment and debris that is blocking the outfall.

The outfalls flow into a vegetated area that consists of a mix of disturbed southern willow scrub, non-native vegetation, disturbed habitat, and developed land occurring within and adjacent to an existing unnamed stream channel. Immediately outside the outfall there is no vegetation. It consists of rock and cobble. No sensitive plant or animal species was observed or detected during the pre-maintenance survey, therefore no permanent impacts to sensitive vegetation would occur. A qualified biologist would monitor all work, and complete a pre-maintenance nesting survey to protect all nesting birds from direct impacts during the avian breeding season. Temporary and permanent erosion, sedimentation, and water pollution control measures shall be installed, monitored, maintained, and revised, as appropriate, to ensure their effectiveness and comply with the City's Storm Water Management Ordinance. An archaeologist and a Kumeyaay Native American monitor will be on hand to observe the removal of soil from the culvert. This emergency activity will require subsequent permit review pursuant the City of San Diego's Land Development Code (LDC) §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

Exhibit K - Notice of Exemption/Application for Department of the Army Permit  
Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area

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. This emergency activity meets the criteria set forth in Public Resources Code Section 21080(b)(4) and Section 15269(c) of the CEQA Guidelines, which allow for actions necessary to prevent or mitigate an emergency. The work may also include emergency repairs to public or private facilities necessary to maintain service essential to the public health, safety, or welfare, which are exempt under Public Resources Code Section 21080(b)(2) and CEQA Guidelines Section 15269(b). The buildup of cobble and sediment has obstructed storm water flows exiting the culvert outfalls causing the potential for flooding of adjacent properties. Immediate, specific action is necessary to avoid or minimize a threat of loss or damage to life, property or essential public services. This emergency activity meets the criteria set forth in Public Resources Code Section 21080(b)(4) and Section 15269(c) of the CEQA Guidelines, which allow for actions necessary to prevent or mitigate an emergency, as well as Public Resources Code Section 21080(b)(2) and Guidelines Section 15269(b), which apply to emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety, or welfare. The exemption is appropriate given the significant risk to life and property posed by the changed conditions in the channel and the high likelihood of major rain events occurring imminently due to El Niño. The excavation of no more than 75 cubic yards of sediment and debris is the minimum necessary to prevent and mitigate the emergency and will have no more than a minimal and temporary effect on the aquatic environment.

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

March 4, 2016

SIGNATURE/TITLE

DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

**U.S. ARMY CORPS OF ENGINEERS  
APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT**  
33 CFR 325. The proponent agency is CECW-CO-R.

*Form Approved -  
OMB No. 0710-0003  
Expires: 30-SEPTEMBER-2015*

Public reporting for this collection of information is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Executive Services and Communications Directorate, Information Management Division and to the Office of Management and Budget, Paperwork Reduction Project (0710-0003). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity.

**PRIVACY ACT STATEMENT**

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

**(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)**


1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
--------------------	----------------------	------------------	------------------------------

**(ITEMS BELOW TO BE FILLED BY APPLICANT)**

5. APPLICANT'S NAME First - Gene                      Middle -                      Last - Matter Company - City of San Diego Storm Water Department E-mail Address - rmatter@sandiego.gov	8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required) First - Christine                      Middle -                      Last - Rothman Company - City of San Diego Storm Water Department E-mail Address - crothman@sandiego.gov
6. APPLICANT'S ADDRESS: Address- 2781 Caminito Chollas, MS 44 City - San Diego                      State - CA                      Zip - 92105                      Country -US	9. AGENT'S ADDRESS: Address- 2781 Caminito Chollas, MS 44 City - San Diego                      State - CA                      Zip - 92105                      Country -US
7. APPLICANT'S PHONE NOS. w/AREA CODE a. Residence                      b. Business                      c. Fax 619-527-7506                      619-527-7445	10. AGENTS PHONE NOS. w/AREA CODE a. Residence                      b. Business                      c. Fax 619-527-3470                      619-527-7445

**STATEMENT OF AUTHORIZATION**

11. I hereby authorize, Christine Rothman to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

  
 \_\_\_\_\_                      3.3.16  
 SIGNATURE OF APPLICANT                      DATE

**NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY**

12. PROJECT NAME OR TITLE (see instructions) 2087 Hotel Circle South	
13. NAME OF WATERBODY, IF KNOWN (if applicable) N/A (upland canyon drainage)	14. PROJECT STREET ADDRESS (if applicable) Address 2087 Hotel Circle South
15. LOCATION OF PROJECT Latitude: +N 32.75734                      Longitude: -W -117.18195	City - San Diego                      State- CA                      Zip- 92108
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions) State Tax Parcel ID 44304038 - 44304025                      Municipality San Diego; Landgrant; Pueblo Lands of San Diego Section - N/A                      Township -                      N/A                      Range - N/A	



17. DIRECTIONS TO THE SITE

From I-8 West, take Exit 3 for Taylor Street/Hotel Circle and turn left onto Hotel Circle South. Continue on Hotel Circle South for almost a half mile to the Hampton Inn San Diego/Mission Valley located on the right (at 2151 Hotel Circle South). Enter the parking lot and drive south to the back of the hotel where the parking lot abuts the hillside canyon. (See Figures 1, 2 and 3 in Attachment A.)

18. Nature of Activity (Description of project, include all features)

Maintenance will involve excavation of the sediment, cobble, and debris from debris fences using a excavator, bobcat and/or skid steer. Maintenance will reach an approximate width of 20 feet including 100 feet of concrete-lined and 50 feet of earthen drainage (Figure 3). Two debris fences will be repaired. Where water flow has rerouted around the debris fences, on-site material will be moved back to restore the historical drainage pattern. Access to the drainage will be along the existing brow ditch located perpendicular to the north end of the drainage. The brow ditch will be temporarily covered with steel plates to provide equipment access to the proposed maintenance area. The maintenance is estimated to remove 200-400 tons of material. An excavator will be located outside of the drainage and will load a skid-steer with material. The skid-steer will transport the material down the slope and will load haul trucks to be taken off-site to the Miramar Landfill. While crews are removing material from the drainage, the inside of the pipes will also be flushed out, if needed. No permanent loss of wetland or non-wetland Waters of the U.S. will occur.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The project purpose is to remove the built-up sediment and cobble against the existing debris fences along the drainage. This sediment and cobble is restricting the capacity of the existing drainage and has covered a downstream pipe preventing the flows from entering the underground conveyance system. Removal of 150 feet of sediment and cobble from the drainage is the minimum necessary to alleviate the emergency.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

On January 11, 2016, the City of San Diego's Storm Water staff received an email and letter from the attorney for the Extended Stay America Hotel, located at 2085/2087 Hotel Circle South. During the week of the January 4, 2016 rains the property sustained damage which they attribute to a canyon drainage causing erosion of the hillside. With heavy El Niño storm events forecasted this winter, the City has determined that storm water from the upstream area will continue to exceed the capacity of the drainage ditch and pose a threat to the adjacent hotel properties. The maintenance would restore the ability of the debris fences and associated drainage to restrict the flow of storm water into the downstream brow ditch and reduce flooding which has impacted the adjacent hotels.

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type	Type	Type
Amount in Cubic Yards	Amount in Cubic Yards	Amount in Cubic Yards
333 cubic yards (sediment & cobble)		

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres Not applicable  
or  
Linear Feet Not applicable

23. Description of Avoidance, Minimization, and Compensation (see instructions)

Impacts to adjacent native vegetation will be avoided. Access to the maintenance area will be via the brow ditch through ornamental landscaping. Minimal vegetation trimming from native shrubs (e.g., lemonadeberry) that overhang the drainage will occur. Straw wattle will be placed along the west side of the access route to protect the slope from erosion during maintenance. All work will be monitored by a qualified biologist and all equipment will be removed following completion of work.

24. Is Any Portion of the Work Already Complete?  Yes  No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- Extended Stay America San Diego, 2087 Hotel Circle South

City - San Diego State - CA Zip - 92108

b. Address- Hampton Inn San Diego/Mission Valley, 2151 Hotel Circle South

City - San Diego State - CA Zip - 92108

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

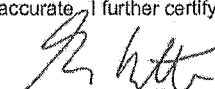
City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

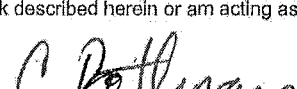
AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
RWQCB	401 Certification		Concurrent		
City of San Diego	Emergency SDP		Concurrent		
CDFW	SAA		TBD		

\* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

  
 \_\_\_\_\_  
 SIGNATURE OF APPLICANT

3/3/16  
 \_\_\_\_\_  
 DATE

  
 \_\_\_\_\_  
 SIGNATURE OF AGENT

3/3/16  
 \_\_\_\_\_  
 DATE

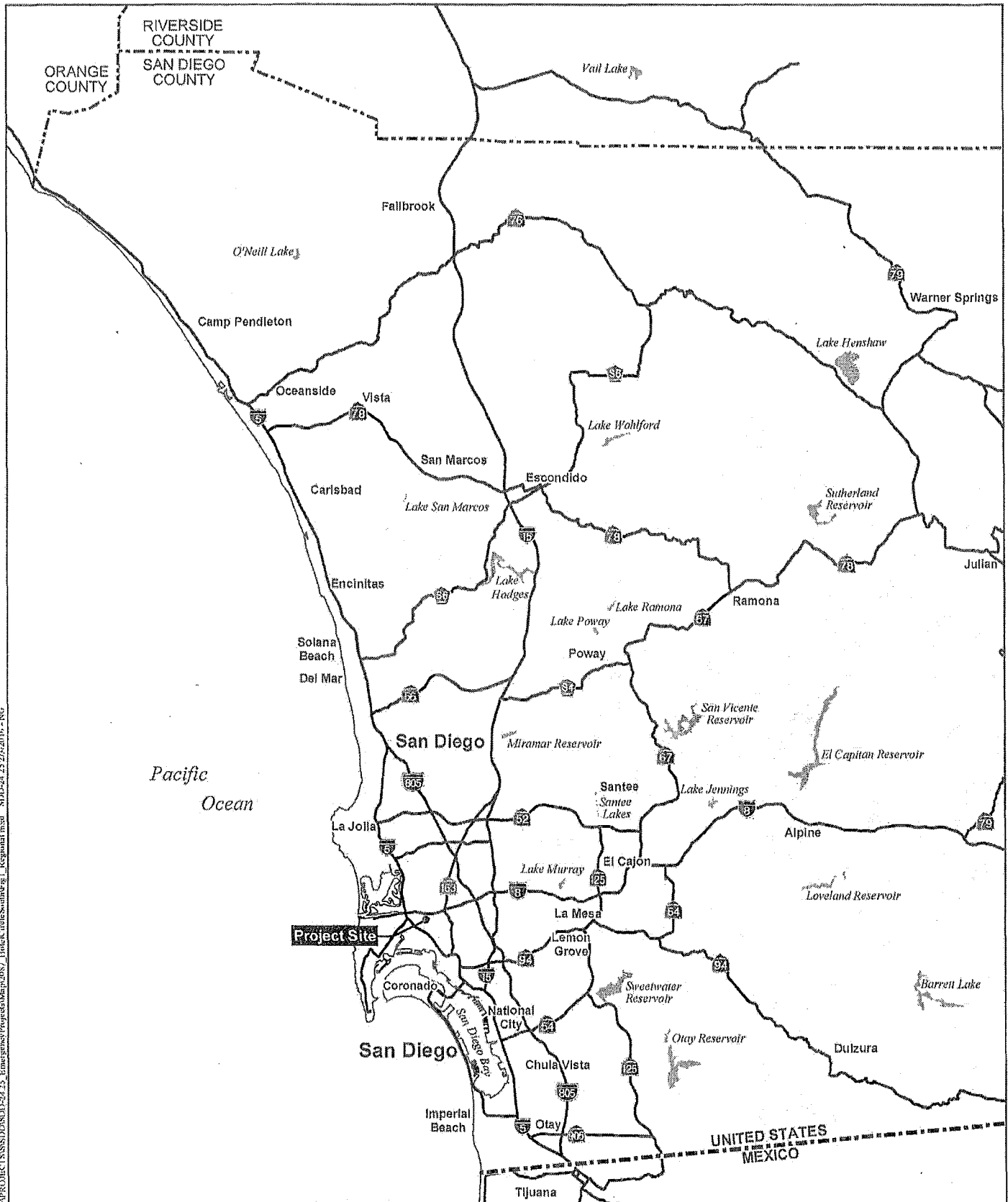
The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

**EXHIBIT L**

**LOCATION MAPS, PROJECT PHOTOS, AND AS-BUILT DRAWINGS**

# Attachment A



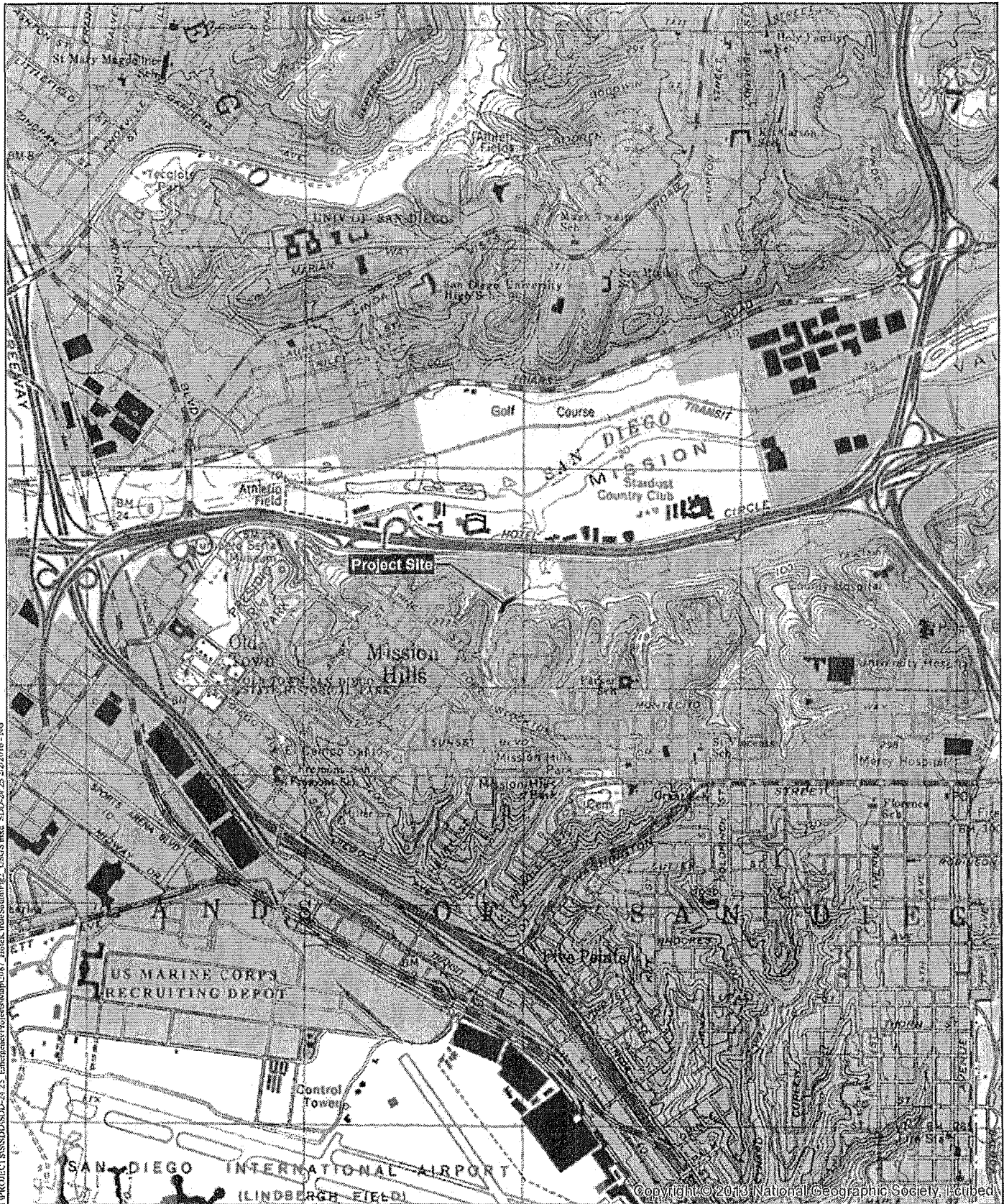
E:\PROJECTS\SSS\SDSD\2011-11-Emergency\Projects\Map\2087\_HotelCircleSouth\Fig\_1\_Regional.mxd NDD-24.25.2020/16-NG

## Regional Location Map

2087 HOTEL CIRCLE SOUTH



Figure 1

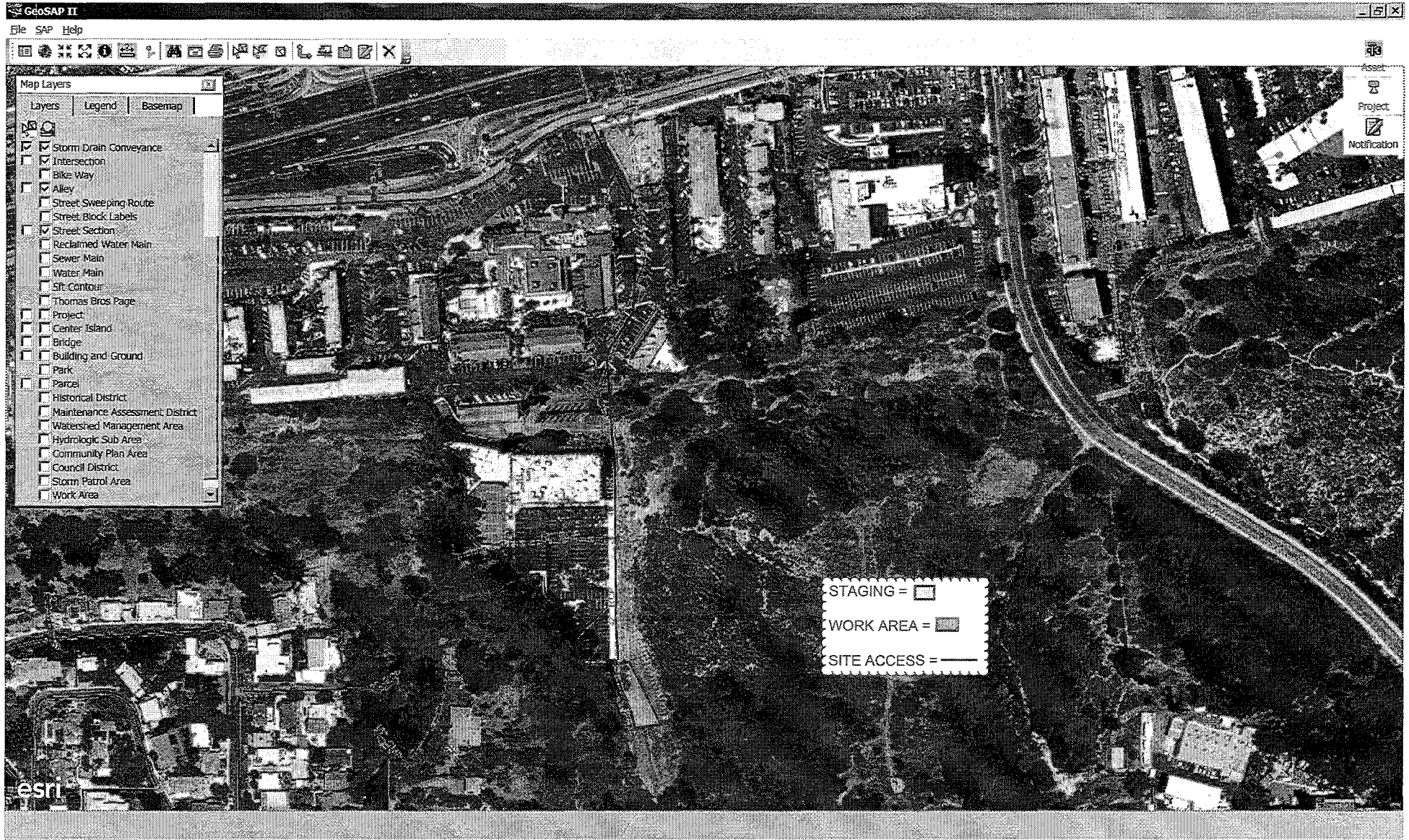


**Project Vicinity (USGS Topography)**

2087 HOTEL CIRCLE SOUTH



Figure 2



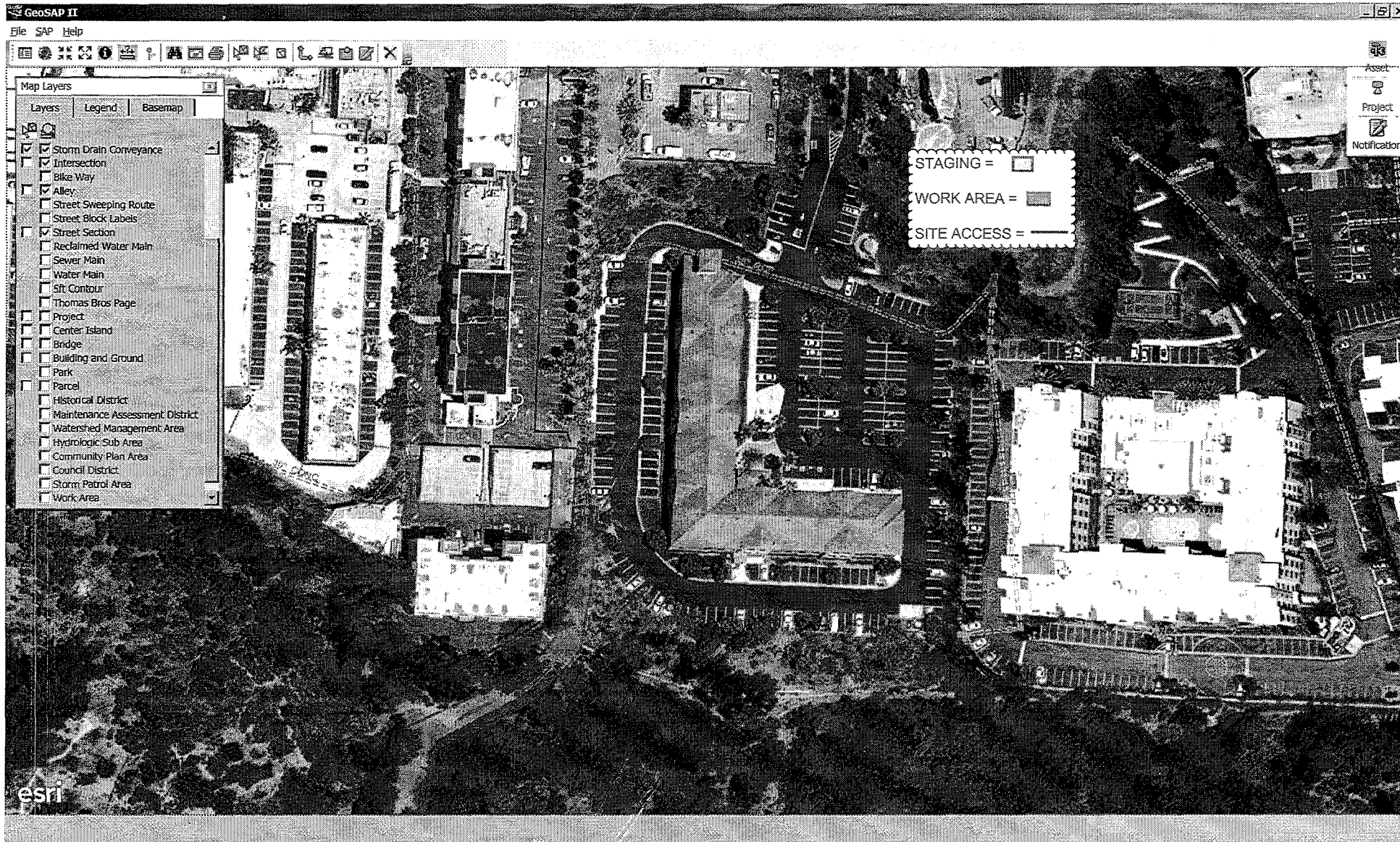


Exhibit L - Location Maps, Project Photos, and As-built Drawings  
 Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area

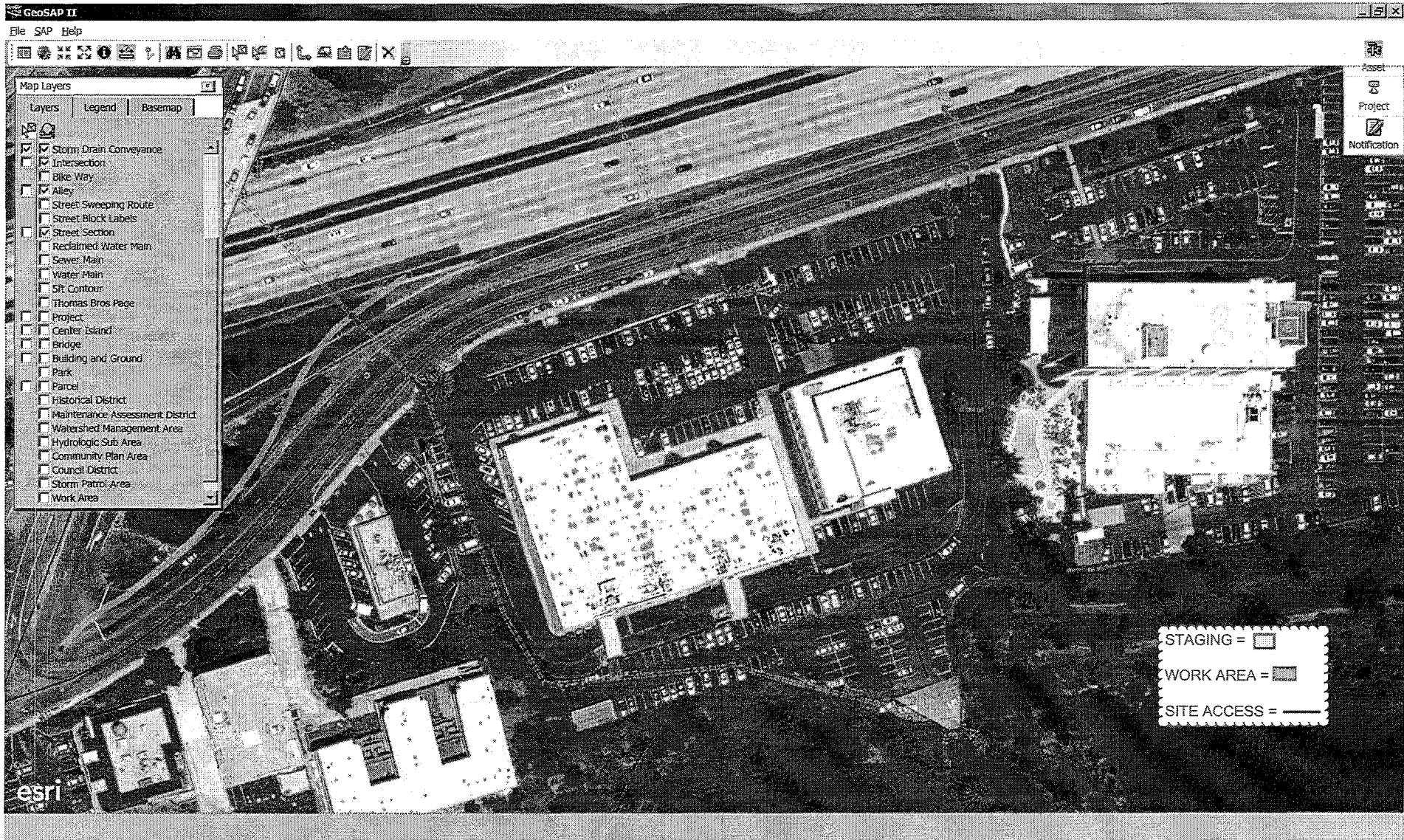
















Exhibit L - Location Maps, Project Photos, and As-built Drawings  
 Emergency Storm Conveyance Maintenance and Cleaning on Hotel Circle Area





-  Brow Ditch
-  Access Route
-  Straw Wattle
-  Concrete-lined Streambed
-  Earthen-bottom Streambed
-  Staging Area
-  Proposed Maintenance Area
-  MHPA
- Vegetation**
-  Coast Live Oak Woodland - Disturbed
-  Diegan Coastal Sage Scrub
-  Diegan Coastal Sage Scrub - Disturbed
-  Disturbed Habitat
-  Eucalyptus Woodland
-  Non-native Vegetation



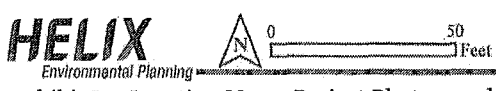
I:\PROJECTS\SDSD\SD-24-25\_Emergency Stormwater Project\Map\2087\_HotelCircle\_South\010101\_Veg\_1\_ID\_Map.mxd, SDD-24-25\_V429(1)-MG

SANDAG Technical Services - GIS

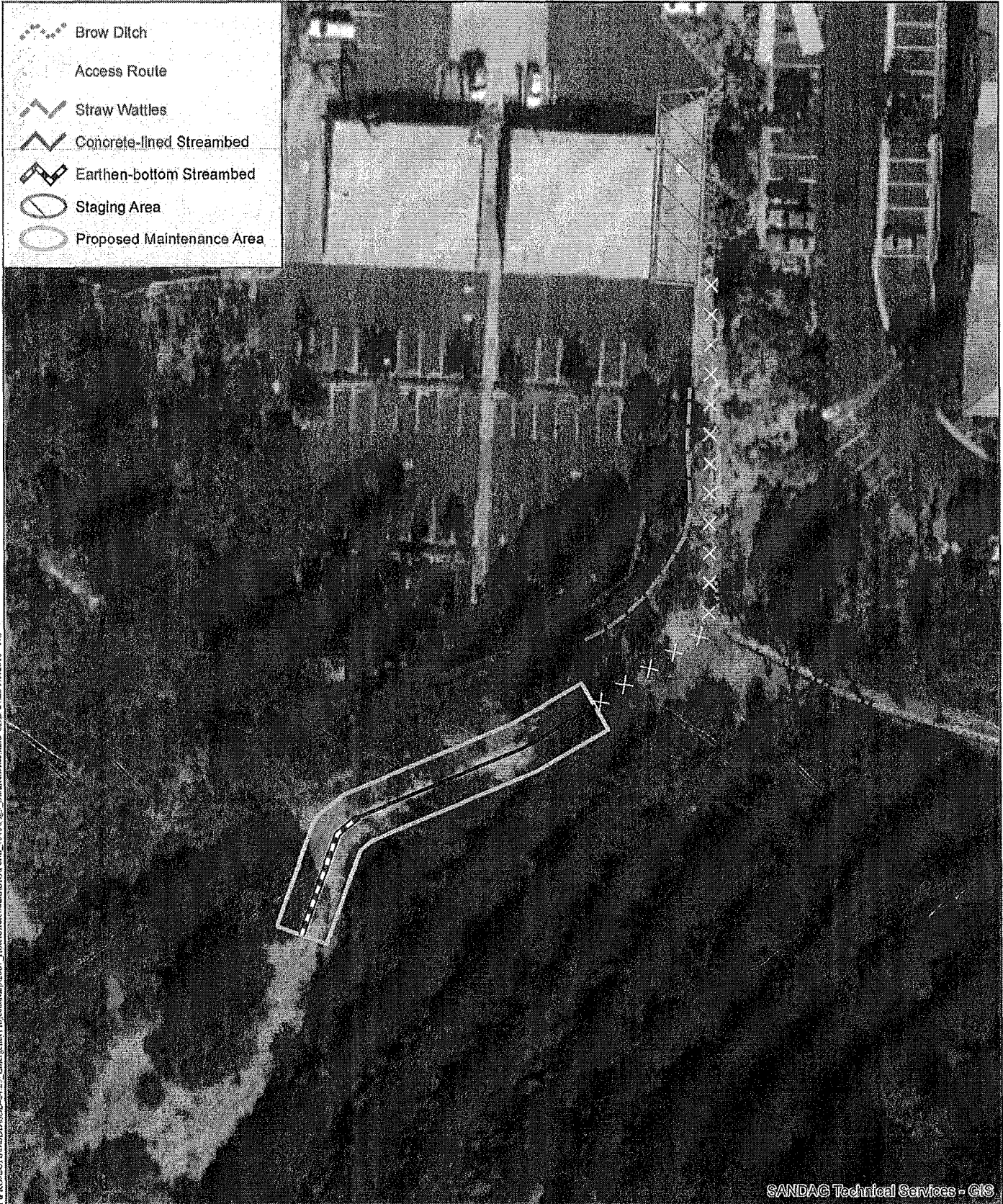
## Vegetation

2087 HOTEL CIRCLE SOUTH

Figure 3



# Attachment C



I:\PROJECTS\SSSD\DD-24-25\_EmergencyStormConveyanceMap2087\_HotelCircleSouth\GIS\Map\_4349\Fig3\_Maintenance.mxd, SET:24-24-15/2016-NG

SANDAG Technical Services - GIS

## Maintenance Plan

2087 HOTEL CIRCLE SOUTH

**HELIX**

Environmental Planning

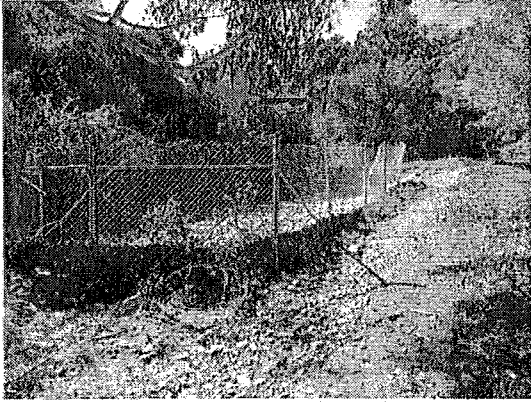


0 50 Feet

## ATTACHMENT B

### 2087 Hotel Circle South Emergency Maintenance Photograph Log

**Photograph 1:** Looking southwest (upstream) toward the debris fence above the brow ditch.



(May 21, 2015; 9:49am)

**Photograph 2:** Looking north (downstream) toward series of debris fences.



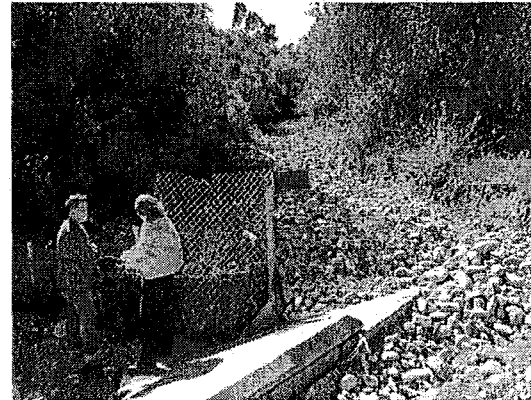
(May 21, 2015; 9:49am)

**Photograph 3:** Looking north (downstream) from where drainage meets brow ditch.



(February 1, 2016; 12:39pm)

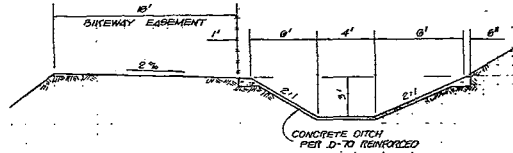
**Photograph 4:** Looking southwest (upstream) at two debris fences and the earthen-bottom drainage.



(February 1, 2016; 12:34pm)

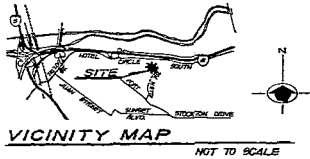
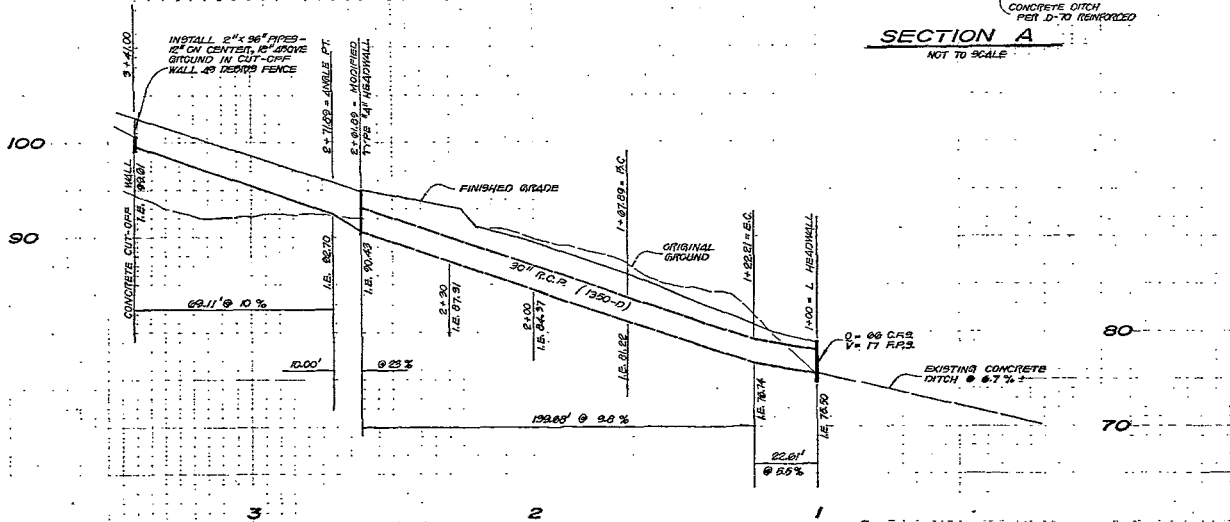
**STORM DRAIN PROFILE**

SCALE: 1" = 20' HORIZ.  
1" = 6' VERT.



**SECTION A**

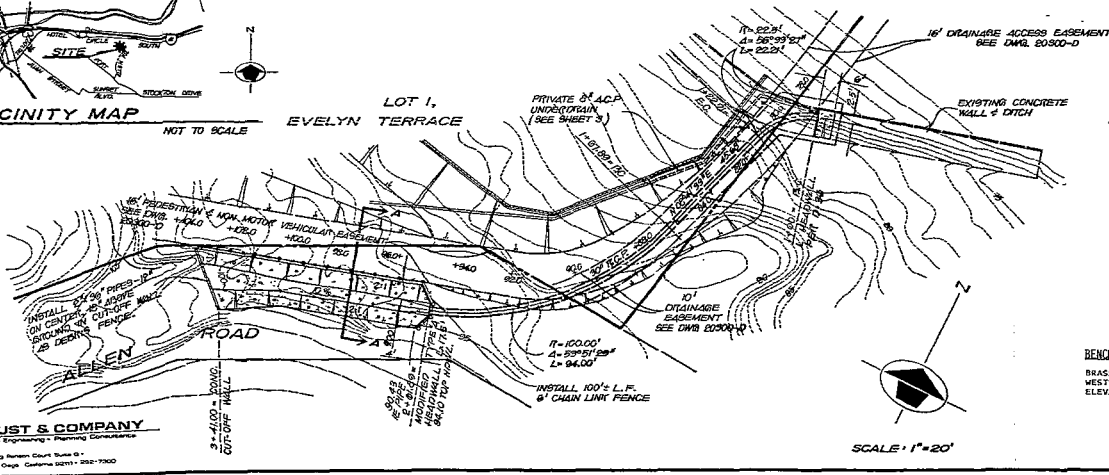
NOT TO SCALE



**VICINITY MAP**

NOT TO SCALE

LOT 1,  
EVELYN TERRACE



**BENCH MARK**

BRASS PLUG IN LIGHT STANDARD 1250 L 2503  
WESTERLY OVERPASS HOTEL CIRCLE NORTH  
ELEVATION: 22.575 R.S.L. DATUM

SCALE: 1" = 20'

DEVIATION OR CHANGES FROM THESE SIGNED PLANS WILL NOT BE ALLOWED  
UNLESS A CONSTRUCTION CHANGE APPROVED BY THE CITY ENGINEER IS  
RECEIVED BY THE CITY INSPECTOR.

**PRIVATE CONTRACT**  
**PLANS FOR THE IMPROVEMENT OF**  
**STORM DRAIN**  
IN LOTS 1 AND 2 OF EVELYN TERRACE  
AND WITHIN ALLEN ROAD

CITY OF SAN DIEGO, CALIFORNIA  
ENGINEERING DEPARTMENT  
SHEET 2 OF 5 SHEET

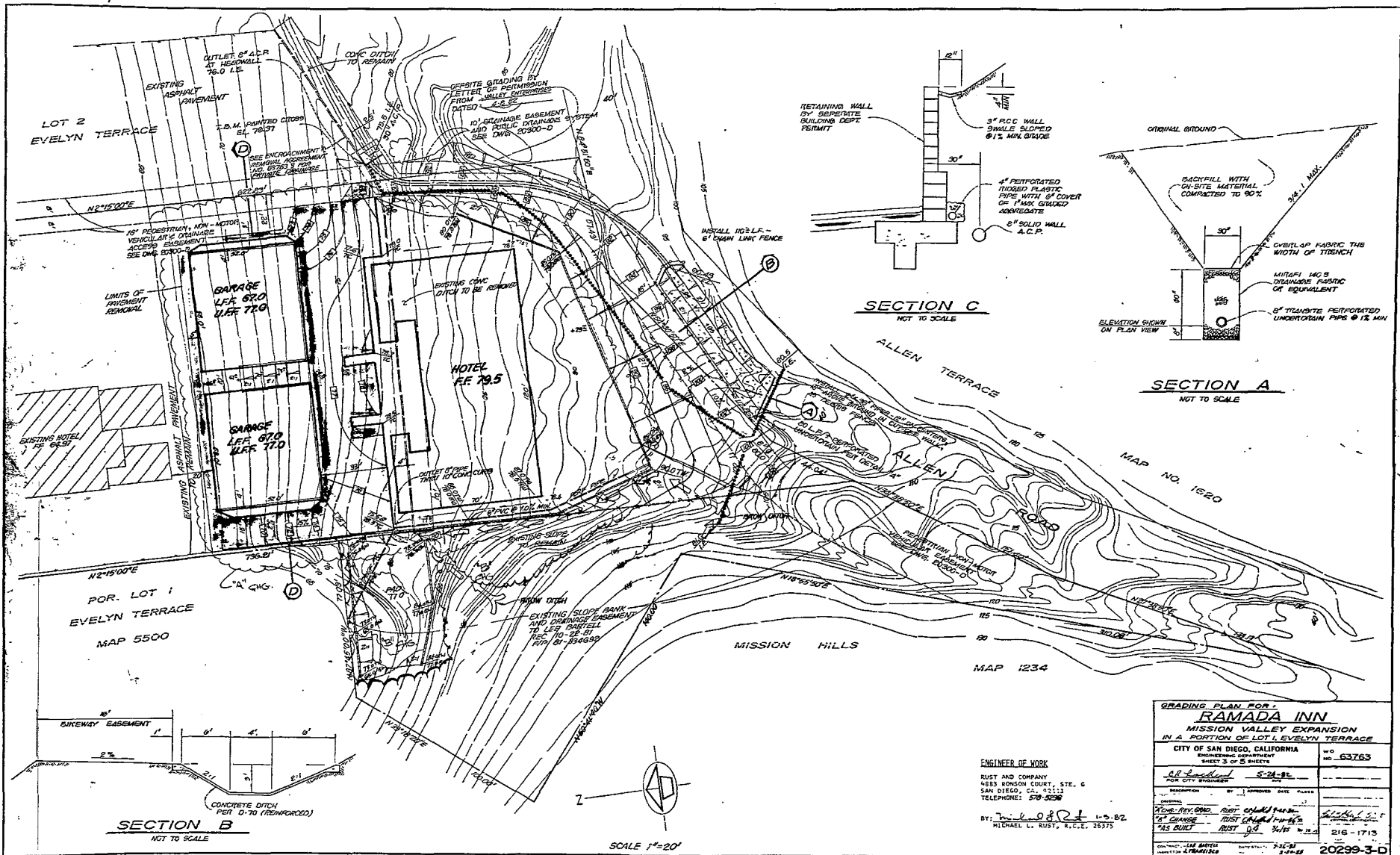
W.D. NO. 63763

DESIGNER	BY	APPROVED	DATE	PLANNED
AS-BUILT	RUST	DA	2/1/82	

BY: *Michael L. Rust*  
MICHAEL L. RUST,  
R.C.E. 26375 1-5-82

CONTRACT NO. 20299-2-D  
DATE STARTED: 7-24-81  
DATE COMPLETED: 2-27-82

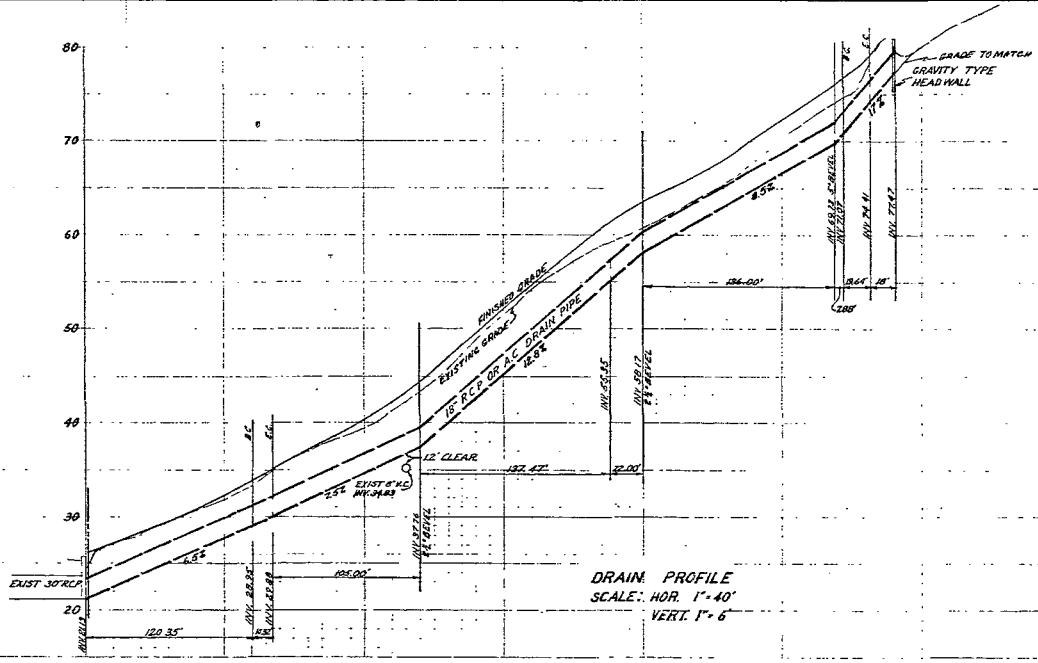
**RUST & COMPANY**  
Civil Engineering & Planning Consultants  
4883 Roman Court, Suite 200  
San Diego, California 92111 • 952-7900



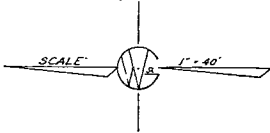
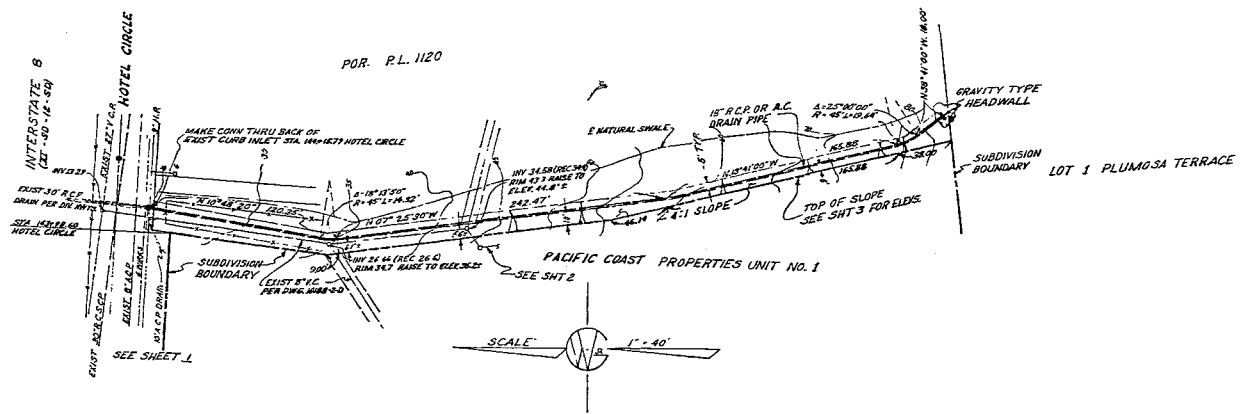
GRADING PLAN FOR:		<b>RAMADA INN</b>	
MISSION VALLEY EXPANSION		IN A PORTION OF LOT 1, EVELYN TERRACE	
CITY OF SAN DIEGO, CALIFORNIA		ENGINEERING DEPARTMENT	
SHEET 3 OF 5 SHEETS		NO. 53763	
DATE: 5-24-82		BY: [Signature]	
CHECKED: [Signature]		DATE: 5-24-82	
APPROVED: [Signature]		DATE: 5-24-82	
PROJECT NO. 216-1713		SHEET NO. 3 OF 5	
DATE: 5-24-82		PROJECT NO. 20299-3-D	
BY: [Signature]		DATE: 5-24-82	
PROJECT NO. 216-1713		SHEET NO. 3 OF 5	
DATE: 5-24-82		PROJECT NO. 20299-3-D	

ENGINEER OF WORK  
 RUST AND COMPANY  
 4833 ROBINSON COURT, STE. G  
 SAN DIEGO, CALIF. 92111  
 TELEPHONE: 578-2288  
 BY: [Signature] 1-5-82  
 MICHAEL L. RUST, P.E. 28375

RUST & COMPANY



DRAIN PROFILE  
SCALE: HOR. 1"=40'  
VERT. 1"=6'



PRIVATE CONTRACT  
ENGINEER OF WORK *W. Winton Jr.*  
WYNTON JR. R.G.E. 9490

PLANS FOR STORM DRAIN IMPROVEMENT  
FOR  
PACIFIC COAST PROPERTIES UNIT NO. 1

APPROVALS		CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 4 OF 5 SHEETS		SEALED NO. 70-282 NO. 78291
DESIGNER	DATE	DESIGNED BY	DATE	
PLANNING		CHECKED BY	DATE	
PROPERTY		ELECTRICAL		
PUBLIC WORKS		FIELD CHECK		
SEWERAGE		ENGINEER'S CHECK		
TRADING		APPROVED	DATE	
FUNCTIONAL		DESIGNED		
TELEPHONE		CONTRACTOR		
WATER		STREET WORKS		

CONTRACTOR: *W. Winton Jr.*  
DATE OF PLAN: 11/12/11  
DATE OF FIELD CHECK: 11/12/11  
DATE OF ENGINEER'S CHECK: 11/12/11  
DATE OF APPROVAL: 11/12/11  
145014-D

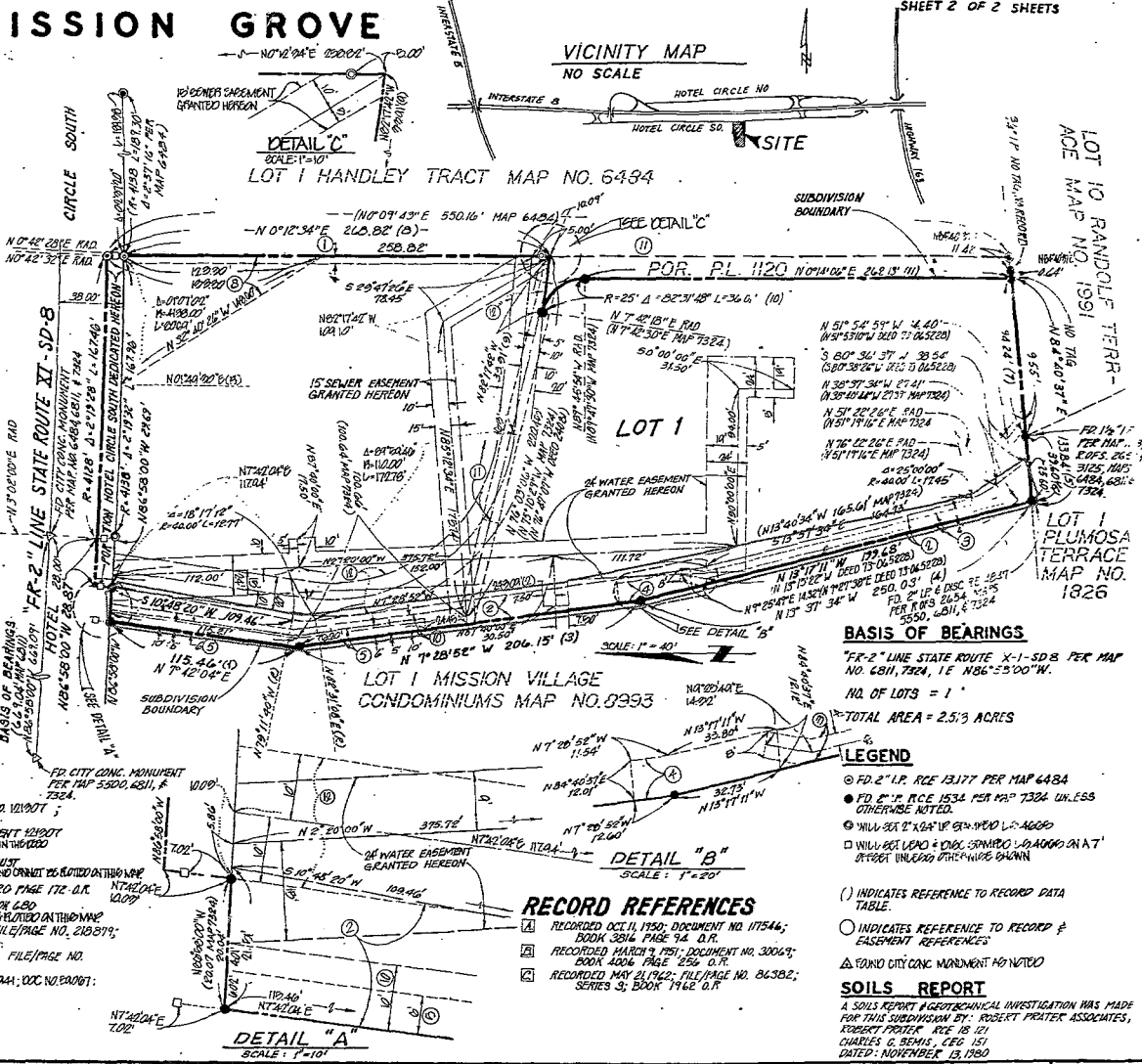
MISSION GROVE

LINE	A OR BEG.	RADIUS	LENGTH OR DIST	NOTES
(1)			115.45'	MAP 7324 & 8993
(2)	N 7° 49' 39" W		242.70'	MAP 7324
(3)	N 7° 23' 33" W		204.11'	MAP 7324
	S 7° 19' 35" E		210.84'	(4) E
	N 7° 15' 00" W		206.36'	E. OF S. 2654
	N 7° 56' 00" W			(5)
	N 7° 25' 30" W		204.15'	MAP 6811
	S 7° 19' 45" E		204.05'	MAP 8993
(4)	N 13° 40' 34" W		250.02'	MAP 7324
	N 13° 40' 00" W		250.08'	E. OF S. 2654
	N 13° 44' 17" E		249.92'	(4) B
	N 13° 20' 00" W		250.10'	(5)
	S 13° 25' 03" E		250.02'	MAP 6811
(5)	N 84° 42' 00" E		250.97'	MAP 8993
	N 84° 32' 42" E		134.04'	MAP 6811
	N 84° 42' 00" E			R. OF S. 2654
	N 84° 39' 43" E			R. OF S. 5125
	S 84° 31' 33" W			MAP 6484
(6)			39.68'	MAP 7324
			39.78'	MAP 6811
			39.85'	R. OF S. 2654
(7)			94.36'	MAP 7324
(8)	N 0° 9' 33" E			MAP 7324
(9)	N 82° 15' 30" W			MAP 7324
(10)	S 82° 55' 00" W		34.00'	MAP 7324
(11)	N 0° 12' 30" E		242.15'	MAP 7324

EASEMENT REFERENCES

- ① 1/4" SPECIFIC TELEPHONE CO EASEMENT RECORDED JUNE 12, 1970; FILE NO. 2585; BOOK 1970 O.R.
- ② 0.7' OF SAN DIEGO STORM DRAIN EASEMENT RECORDED AUG. 27, 1971; FILE NO. 17435; BOOK 1971 O.R.
- ③ 0.8' D.G. & E. FACILITIES EASEMENT RECORDED MARCH 13, 1973; FILE/PAGE NO. 73-065228; BOOK 1973 O.R.
- ④ 3.0' D.G. & E. FACILITIES EASEMENT RECORDED OCT. 7, 1973; FILE/PAGE NO. 73-065228; BOOK 1973 O.R.
- ⑤ 0.6' S.D.G. & E. FACILITIES EASEMENT RECORDED OCT. 4, 1973; DOCUMENT NO. 101901; BOOK 1973 PAGE 204 O.R.
- ⑥ CITY OF SAN DIEGO SEWER EASEMENT RECORDED APRIL 22, 1966; DOCUMENT 52407 NO. 24964; BOOK 1975 PAGE 244 OF DEEDS. NO LOCATION GIVEN IN THE DEED AND CANNOT BE LOCATED ON PLANS.
- ⑦ WELL EASEMENT TO 46" DIA. WELL ON PLUMBING RECORDED AUGUST 29, 1987; BOOK 79 PAGE 44 OF DEEDS. UNSPECIFIED LOCATIONS AND CANNOT BE LOCATED ON PLANS.
- ⑧ 5.6' FACILITIES EASEMENT RECORDED APRIL 4, 1974; DOCUMENT NO. 45553; BOOK 1970 PAGE 172 O.R.
- ⑨ 3.0' FACILITIES EASEMENT RECORDED JUNE 2, 1975; DOCUMENT NO. 10419; BOOK 1980 PAGE 337 OF DEEDS. NO LOCATION GIVEN IN THE DEED AND CANNOT BE LOCATED ON PLANS.
- ⑩ CITY OF SAN DIEGO SEWER EASEMENT RECORDED DECEMBER 13, 1964; FILE/PAGE NO. 210319; SERIES 2; BOOK 1964 O.R.
- ⑪ CITY OF SAN DIEGO SEWER EASEMENT RECORDED FEBRUARY 9, 1962; FILE/PAGE NO. 24081; SERIES 2; BOOK 1962 O.R.
- ⑫ 1.0' ACCESS EASEMENT TO 6" DIA. WELLS ON PLUMBING REC. 09/12/1944; DOC. NO. 00001; PAGE 170; BOOK 1940 O.R.

BURKETT & WONG ENGINEERS JOB # 2326V



BASIS OF BEARINGS

"FR-2" LINE STATE ROUTE X-1-SD-8 PER MAP NO. 6811, 7324, 1E N 86° 53' 00" W.  
 NO. OF LOTS = 1  
 TOTAL AREA = 2.53 ACRES

LEGEND

- FD-2 "I.P." R.C.E. 13177 PER MAP 6484
- FD-2 "I.P." R.C.E. 1534 PER MAP 7324 UNLESS OTHERWISE NOTED.
- WILL NOT BE A DIOC. SPANNO L.O. AGOOD
- WILL NOT BE A DIOC. SPANNO L.O. AGOOD ON A T. DIOC. UNLESS OTHERWISE NOTED

( ) INDICATES REFERENCE TO RECORD DATA TABLE.

○ INDICATES REFERENCE TO RECORD # EASEMENT REFERENCES

▲ FOUND CITY CONC. MONUMENT AS NOTED

SOILS REPORT

A SOILS REPORT & GEOTECHNICAL INVESTIGATION WAS MADE FOR THIS SUBDIVISION BY: ROBERT PRATER ASSOCIATES, ROBERT PRATER, RCE 15 121 CHARLES C. BEMIS, CEG 151 DATED: NOVEMBER 15, 1980

C.M. 01-257  
 W.D. 71497  
 L.C. 216-1713

