

City of San Diego

ORIGINAL

CONTRACTOR'S NAME: A.B. Hashmi, Inc.
ADDRESS: 13066 Deer Canyon Court San Diego, CA 92131
TELEPHONE NO.: (760) 672-8059 FAX NO.: (858) 433-7215
CITY CONTACT: Clementina Giordano, Contract Specialist, Email: CGiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
L. Del Rosario/J.Borja/mlw

CONTRACT DOCUMENTS



FOR

**EMERGENCY CONSTRUCTION SERVICES FOR:
Emergency Storm Channel Debris & Sediment Clearing at
Smythe Channel Culverts**

BID NO.: K-16-6743-EMR-3
SAP NO. (WBS/IO/CC): 21003729
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 4
PROJECT TYPE: CA

Document No. C-16949
Filed AUG 31 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

5/2/2016

Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

GENERAL INSTRUCTIONS

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work consists of 1200 feet of sediment and debris removal within the storm water channel and culverts at the Smythe Channel.
- 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 Period shall be completed within **90 Calendar Days** from the date of issuance of the Notice to Proceed.
 5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$750,000**. 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(s) at the time of award. The City has determined the following licensing classification(s) for this contract: **Class A**.
 7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 7.1. **COMPLIANCE WITH PREVAILING WAGE REQUIREMENTS:** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

- 7.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
- 7.2. PENALTIES FOR VIOLATIONS:** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 7.3. PAYROLL RECORDS:** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 7.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4. APPRENTICES:** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. WORKING HOURS:** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours

per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

- 7.6. **REQUIRED PROVISIONS FOR SUBCONTRACTS:** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. **LABOR CODE SECTION 1861 CERTIFICATION:** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 7.8. **LABOR COMPLIANCE PROGRAM:** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. **CONTRACTOR AND SUBCONTRACTOR REGISTRATION REQUIREMENTS:** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
 - 7.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

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

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

9. **INSURANCE REQUIREMENTS:**

- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

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

12. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
13. **PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
14. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.
15. **AWARD OF CONTRACT OR REJECTION OF PROPOSALS:**
 - 15.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.
 - 15.2. The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.
16. **THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **1 Working Day** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Proposal.

The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist or in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
17. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the

character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.

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

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

18.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

18.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

18.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

18.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

18.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

18.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

James Nagelvoort, Director
Public Works Department

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
A.B. Hashmi, 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 **A.B. Hashmi, 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 has selected the Contractor through a sole-source process in accordance with Municipal Code § 22.3016 or § 22.3108 to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- D. 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 A.B. Hashmi, Inc. , herein called "Contractor" for its time and materials used to construct **Emergency Storm Channel Debris & Sediment Clearing at Smythe Channel Culverts**; in the amount not to exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS 00/100 (**\$750,000**).

- A. The following are incorporated into this contract as though fully set forth herein:
1. The attached Faithful Performance and Payment Bonds.
 2. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
 3. Reference Standards listed in the General Instructions and the Supplementary Special Provisions (SSP).
 4. That certain documents entitled **Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts**, 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 Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts**, Bid Number **K-16-6743-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 the Subcontractors whose subcontracts are greater than \$50,000 in value 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:
- K. “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.” Pledge of Compliance may be downloaded at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf
- L. The City received initial approval as a Labor Compliance Program on August 11, 2003. The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.
- M. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- N. 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.

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
Mayor or designee

Print Name: Davin A. Widgerow
Deputy City Attorney

Date: 7/13/14

Date: 8-29-2016

CONTRACTOR

By *R.H.*

Print Name: Atman Hashmi

Title: CEO

Date: 6/23/16

City of San Diego License No.: B2003008479

State Contractor's License No.: 798383

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

A.B. Hashmi, Inc. _____, a corporation, as principal, and
Old Republic Surety 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 **Seven Hundred Fifty Thousand Dollars and .00/100 (\$750,000.00)** for the faithful
performance of the annexed contract, and in the sum of **Seven Hundred Fifty Thousand
Dollars and .00/100 (\$750,000.00)** for the benefit of laborers and materialmen designated
below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Emergency Storm
Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts**,
Bid Number **K-16-6743-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 23, 2016

Approved as to Form

A.B. Hashmi, Inc.
Principal


By 

ATTAM HASHMI
Printed Name of Person Signing for
Principal

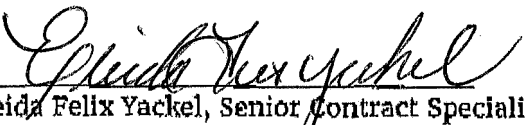
Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

Old Republic Surety Company
Surety

By 
Attorney-in-fact Brooke Lafrenz

Approved:

By 
Eleida Felix Yackel, Senior Contract Specialist
Public Works Department

15338 Central Ave. #106
Local Address of Surety

Chino, CA 91710
Local Address (City, State) of Surety

(909) 203-7939
Local Telephone No. of Surety

Premium \$ 11,000.00

Bond No. 2163019

ALL- PURPOSE CERTIFICATE OF 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 23 June 2016 before me, Audrey Rodriguez, Notary Public,
(Here insert name and title of the officer)

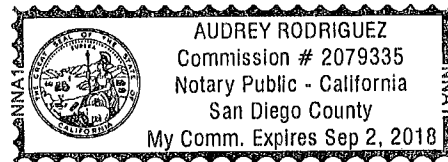
personally appeared Brooke Lafrenz,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Audrey Rodriguez
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BROOKE LAFRENZ, MICHAEL W THOMAS, GLADYS D ROGERS, AUDREY RODRIGUEZ, LARRY D. COGDILL, OF DEL MAR, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guaranties of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE

OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of MAY, 2015.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of MAY, 2015, personally came before me, Alan Pavlic and

Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0051

Signed and sealed at the City of Brookfield, WI this 23rd day of June 2016



James R. Chesney
Assistant Secretary

VENBROOK INSURANCE SERVICES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

A.B. Hashmi, Inc. _____, a corporation, as principal, and
Old Republic Surety 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 **Seven Hundred Fifty Thousand Dollars and .00/100 (\$750,000.00)** for the faithful
performance of the annexed contract, and in the sum of **Seven Hundred Fifty Thousand
Dollars and .00/100 (\$750,000.00)** for the benefit of laborers and materialmen designated
below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Emergency Storm
Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts,**
Bid Number **K-16-6743-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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

A.B. Hashmi, Inc. _____, a corporation, as principal, and
Old Republic Surety 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 **Seven Hundred Fifty Thousand Dollars and .00/100 (\$750,000.00)** for the faithful
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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.

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts

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;

A.B. Hashmi, Inc.
13066 Deer Canyon Court.
San Diego, CA 92131

A.B. Hashmi, Inc.
13066 Deer Canyon Court.
San Diego, CA 92131

(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 AHMAD HASHMI

Title CEO

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts

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;

A.B. Hashmi, Inc.
13066 Deer Canyon Court.
San Diego, CA 92131

(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.

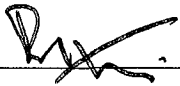
Signed 
Printed Name Altman Hashmi
Title CEO

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts

I declare under penalty of perjury that I am authorized to make this certification on behalf of A. B. HASHAMI, 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 23 Day of JUNE, 2016.

Signed 

Printed Name AHMAD HASHAMI

Title CEO

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 Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-6743-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 _____, _____.

by _____ Contractor

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

EXHIBIT E

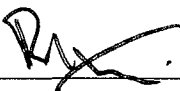
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH
BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

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.

AHMAD HASIMI, being first duly sworn, deposes and says that he or she is CEO 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: 6/23/16

See attached California All-Purpose Notary Acknowledgment

Notary Public

(SEAL)

ALL- PURPOSE CERTIFICATE OF 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 23 June 2016 before me, B. Lafrenz,
(Here insert name and title of the officer)

personally appeared Ahmad Hashmi,
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.

B. Lafrenz
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

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

Contractor Name: A. B. HASHMI, INC.

Certified By AHMAD HASHMI Title CEO
Name

 Date 6/23/16
Signature

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:	A.B. Hashmi, Inc.	Contact Name: AHMAD
Company Address:	13066 Deer Canyon Court. San Diego, CA 92131	Contact Phone: 760-672-2559
	info@abhashmi.com	Contact Email:

CONTRACT INFORMATION	
Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

AHMAD HASHMI / CEO _____ **R.A.** _____ **6/23/16**
 Name/Title of Signatory _____ Signature _____ Date _____

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

EXHIBIT H

FORMS

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: UNITED STORMWATER Address: 14000 E. VALLEY BL. City: CITY OF INDIANWELL CA Zip: 91746 Phone: 877-71-STORM Email: bobjonas@unitedpumping.com	C	617639	PUMP SERVICE	180000			
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 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 5:00 PM.**

SECTION 2 – SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

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

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

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

The Product Submittal Form is available for download at:

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

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

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

SECTION 4 - CONTROL OF MATERIALS

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

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

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

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related

testing shall be performed to all applicable specified US standards. Manufacturer's testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

SECTION 5 – UTILITIES

5-2 PROTECTION. ADD the following:

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1

Policies and Procedures.

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

7-3.2

Types of Insurance.

7-3.2.1

Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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.

7-8.6 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 bypasses shall 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 1³/₄".

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, Paragraph (4), Sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

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

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

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.

2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
 - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
 - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
 - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

.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.

7-20 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".

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:

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

ADD the following:

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

SECTION 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

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 a **Notice of Exemption (NOE)** for **Smythe Channel Emergency Maintenance (Map 130)** as reference in the Contract Exhibit. You must comply with all requirements of the Emergency Permit No. 1636384, CEQA NOE, US Army Corp RGP 63 as set forth in the Contract **Exhibit K**.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J

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.

Contractor – A.B. Hashmi, Inc.			
Title/Classification	Standard Rate (\$)/hour	Overtime Rate(\$)/hour	Doubletime Rate (\$)/hour
Superintendent	125	187	250
Foreman	110	165	220
Operator Group 3	95	143	190
Operator Group 4	100	150	200
Operator Group 8	105	158	210
Laborer Group 1	80	120	160
Laborer Group 2	82	123	164
Confined Space Foreman	130	195	260
Confied Space Laborer	100	150	200
Confined Space Operator	120	180	240
Project Manager	150	n/a	n/a
Office/Admin	75	n/a	n/a

1. A.B. Hashmi, Inc. burdened wage rates for this project are to be incorporated into any agreement. A 20% markup per 2012 Whitebook will be added to these rates.
2. For owned equipment, Caltrans Equipment Rental rates in effect at time of work performed plus 15% markup allowed per 2012 Whitebook.
3. For rented equipment, the cost will be the rental invoice plus consumables (fuel, grease, etc.) plus a 15% markup per the 2012 Whitebook.
4. Materials & dump fees will be the amount invoiced plus a 15% markup per the 2012 Whitebook.
5. Subcontractor charges will be the amount invoiced plus 10% markup.

EXHIBIT K

**NOTICE OF EXEMPTION (NOE), EMERGENCY PERMIT, DEPARTMENT OF THE ARMY
REGIONAL GENERAL PERMIT NO. 63**

NOTICE OF EXEMPTION

FEB 10 2016

BY JISIP
DEPUTY

(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: **Smythe Channel Emergency Maintenance (Map 130)**

PROJECT LOCATION-SPECIFIC: The project is the emergency maintenance of an earthen channel located south of State Route 905, north of Shooting Star Drive, east of Del Sur Boulevard, and west of Picador Boulevard within the San Ysidro Community Planning Area, Council District 8.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The emergency action is for removal of dense vegetation and sediment and reestablishment of the as-built grade of the channel bottom and banks. This will allow positive flow within an approximately 1,392 linear foot (LF) earthen drainage channel. The channel expands from a bottom width of 20 feet to a top width of 47 feet. Access to the earthen channel would be from 1660 Picador Boulevard, immediately south of State Route 905. Access to the site would be just west of 3606 Shooting Star Drive. The staging and loading is immediately north of the channel, along an established dirt easement (developed area/disturbed habitat). If needed, a sandbag berm and pump will be deployed at the top of the channel and the water will be bypass pumped to an area within the channel where there is positive flow to the west. Vactor machines may be used to remove water from ponding areas within the project. A Dozer will push vegetation and sediment to a Gradall, which will be staged outside and above the northern rim of the channel. The Gradall will scoop out the materials from the channel and load the trucks. The materials will initially be hauled to an approved staging area (i.e., Staging Area 'B'), located at 2130 Monument Road, and later transported to the Miramar Landfill. This emergency work is expected to remove an estimated 2,760 cubic yards of material from the channel segments.

Land covers and vegetation impacted by emergency work include 0.62 acres of riparian scrub (southern willow scrub), 0.2 acres of riparian scrub (southern willow scrub – CDFW jurisdiction only), 0.04 acres of developed land, 0.01 acres of developed land – energy dissipator, 0.42 acres of disturbed land, 0.04 acres of non-native grassland, 0.06 acres of ornamental plantings, and 0.11 acres of freshwater marsh. Total impacts to jurisdictional areas are 0.73 acres (1,392 linear feet) of wetland waters of the U.S. The channel is not located within or adjacent to the Multi-Habitat Planning Area. All work will be monitored by a qualified biologist and all equipment and materials will be removed following completion of work. If needed, the work will be monitored by archaeological and Native American monitors during the maintenance activities. This emergency activity will require subsequent permit review pursuant to the modified Substantial Conformance Review Procedures as described in Chapter 7 of the Master Storm Water System Maintenance Program (MMP); and the City of San Diego's Land Development Code §143.0126 Emergency Authorization to Impact Environmentally Sensitive Lands. The application shall be submitted within 60 days of completion of the emergency work.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

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

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 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, which are exempt under Public Resources Code Section 21080(b)(2) and CEQA Guidelines Section 15269(b).

Transportation & Storm Water staff has determined that an imminent threat to properties adjacent to the channel exists. Inspections on November 13 and December 17, 2015 revealed that the channel cannot convey storm water as designed due to significant uneven build-up of sediment and vegetation (an average of 1.5 feet). Degradation of the banks on the south side of channel adjacent to private residences was also observed. The removal of approximately 1,392 LF of vegetation and sediment and smoothing of the channel bottom and banks is necessary to avoid or minimize the threat of loss or damage to life, property or essential public services. The work 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

January 26, 2016

SIGNATURE/TITLE

DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on FEB 10 2016

Posted FEB 10 2016 Removed MAR 28 2016

Returned to agency on MAR 28 2016



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

January 22, 2016

Mr. Hasan Yousef
City of San Diego
Transportation and Stormwater Division
1010 2nd Avenue, Ste. 800, MS 609
San Diego, California 92101

DEPARTMENT OF THE ARMY REGIONAL GENERAL PERMIT NO. 63

Dear Mr. Yousef:

I am responding to your request (SPL-2015-00942-RAG) for a Department of the Army permit for your proposed project, Smythe Channel Maintenance. The proposed project is located behind residences at 3684 Shooting Star Drive, City of San Diego, San Diego County, California (Latitude 32.56766°N and Longitude -117.0556°W) (Figures 1 and 2). Proposed work would include the removal of sediment and vegetation from the earthen-lined section of Smythe Channel. The maintenance would begin west of Picador Boulevard and end at the 8 foot by 8 foot culvert running under Del Sur Boulevard, as depicted in Figure 3.

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

I have determined construction of your proposed project, if constructed as described in your application, would comply with Regional General Permit (RGP) No. 63 - Repair and Protection Activities in Emergency Situations. Specifically, and as shown in Figure 3, you are authorized to:

1. Permanently impact approximately 0.73 acre (1,392 linear feet) of wetland waters of the U.S. within the earthen-lined section of Smythe Channel by excavating accumulated sediment and vegetation including:
 - a. The removal of riparian scrub (southern willow scrub) totaling approximately 0.62 acre.
 - b. The removal of freshwater marsh totaling approximately 0.11 acre.
 - c. This work would result in a channel bottom approximately 20 feet wide and a channel top of approximately 47 feet wide and would be approximately 1.5 to 3 feet in depth.
2. Temporarily impact 0.001 acre of non-wetland waters of the U.S. in Smythe Channel by placing fill in the channel consisting of a sandbag berm approximately 2 feet wide, 3 feet high, and 30 feet long and water pump during maintenance activities to prevent upstream

flows from entering the work area. The sandbag berm is to be placed in the location depicted in the figure titled, "Access and Staging Area".

For this RGP verification letter to be valid, you must comply with all of the terms and conditions of RGP No. 63 - Repair and Protection Activities in Emergency Situations, available at <http://www.spl.usace.army.mil/Missions/Regulatory/RegionalGeneralPermits.aspx>. Furthermore, you must comply with the following non-discretionary Special Conditions:

1. The work authorized by this RGP must be underway no later than fourteen (14) calendar days from date of issuance of this letter of verification. All work must be completed no later than 90 days from the date of this letter. If the Permittee is unable to complete the authorized work by this date, the Permittee must request, in writing, an extension from the U.S. Army Corps of Engineers (Corps) Regulatory Division prior to the deadline.
2. All work shall be monitored by a qualified biologist and the sandbag berm and all equipment removed within one week of completed work.
3. As directed in RGP No. 63, any work authorized by this RGP must be the minimum necessary to alleviate the immediate emergency, unless complete reconstruction does not result in significantly increased impacts to aquatic resources and logistical concerns. Indicate such reconstruction is as expedient considering the condition of the project site and is limited to in-kind replacement or refurbishment.
4. To mitigate for impacts to 0.73 acre of wetland waters of the U.S., the Permittee shall purchase mitigation credits at a Corps-approved mitigation bank at a minimum of a 3 to 1 ratio (i.e., 2.19 acre). Prior to purchasing the credits, the Permittee must receive approval of the mitigation bank and credit type proposed to be purchased. If credits are not available at a Corps-approved mitigation bank in the service area of the project and with the correct type of credit the Permittee shall provide a draft Habitat Mitigation and Monitoring Plan (HMMP) outlining the proposed mitigation within 90 days. The draft HMMP shall meet all the requirements outlined in 33 CFR 332, including providing justification for the site selection and how the mitigation addresses the needs of the watershed. The credits proposed for purchase or the draft HMMP must be submitted to the Corps within 45 days of project completion.
5. As directed in RGP No. 63, you shall provide a written report to this office (within 45 days of completing the project) after completion of any action conducted under this RGP. **PROVIDING THIS REPORT IS MANDATORY.** At a minimum the Report shall include the following:
 - a. The name, address, and telephone number of the applicant and the applicant's agent (if appropriate).
 - b. Full description of the activity including:
 - i. Description of the emergency and the potential for loss of life or property;
 - ii. Purpose of the activity;
 - iii. Final goal of the entire activity;

- iv. Location (e.g., latitude/longitude or UTM coordinates; section/township/range on appropriate USGS topographic map; Thomas Guide map, or other source to accurately portray project location);
 - v. Size and description of project area (include maps or drawings showing the areal and lineal extent of the project, and pre- and post-construction photographs); and
 - vi. Quantities of materials used.
- c. Information on receiving waterbody impacted including:
- i. Name of waterbody;
 - ii. Type of receiving waterbody (e.g., river/streambed, lake/reservoir, ocean/estuary/bay, riparian area, wetland type, etc.);
 - iii. Temporary/permanent adverse impact(s) in acres/cubic yards/linear feet;
 - iv. Compensatory mitigation in acres/cubic yards/linear feet; and
 - v. Other mitigation steps (to avoid, minimize, compensate).
- d. Information on federally listed or proposed endangered species or designated or proposed critical habitat including:
- i. Temporary/permanent adverse impacts;
 - ii. Compensatory mitigation; and
 - iii. Other mitigation steps (to avoid, minimize, compensate).

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

If you have any questions, please contact Rose Galer at 760-602-4835 or via e-mail at Rose.A.Galer@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

VAN
SANT.RICHARD.J.13885
94337

Digitally signed by VAN
SANT.RICHARD.J.1388594337
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=USA, cn=VAN
SANT.RICHARD.J.1388594337
Date: 2016.01.22 13:38:42 -08'00'

Richard J. Van Sant III
Acting Team Lead
South Coast Branch

Enclosures

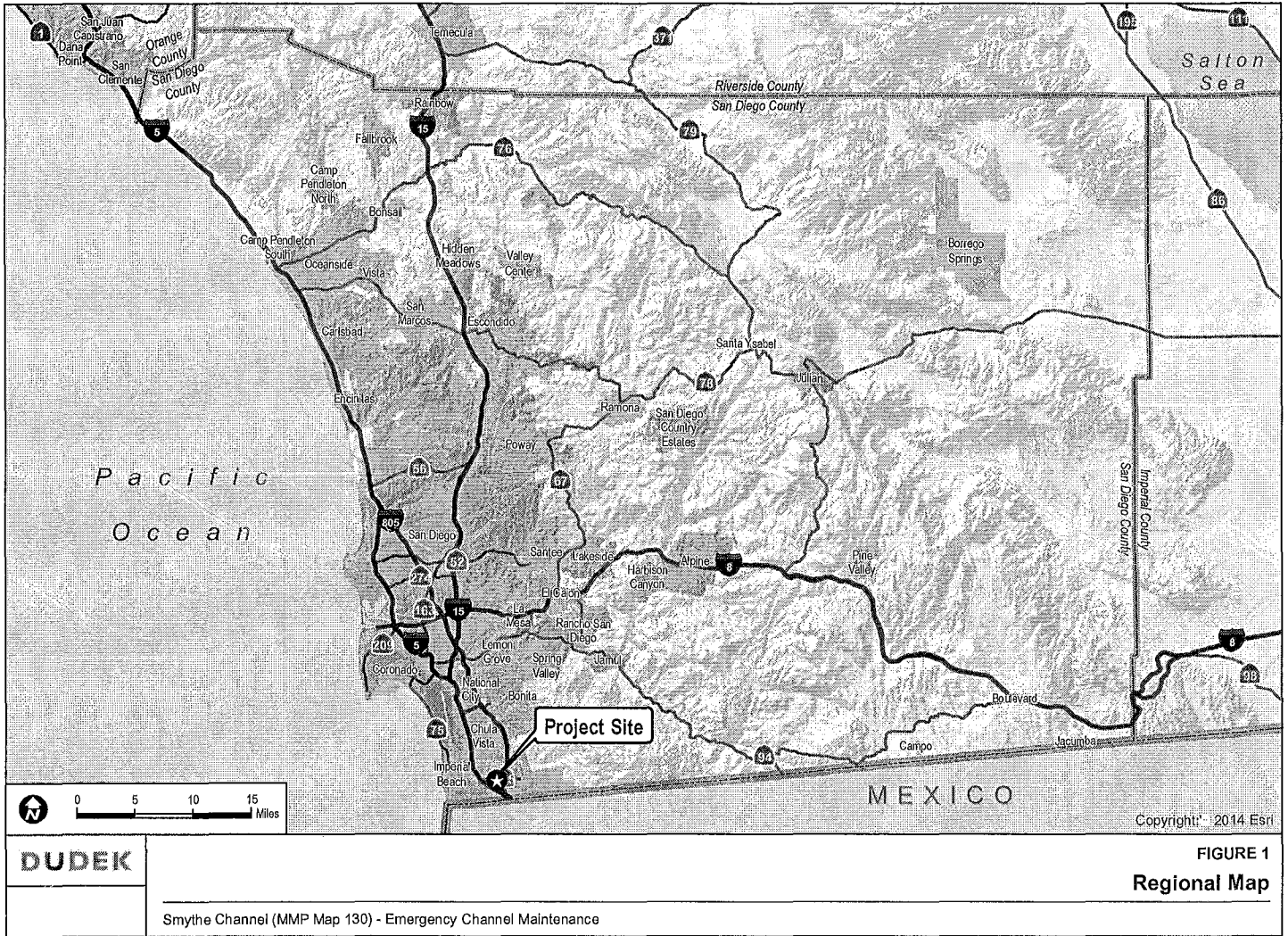
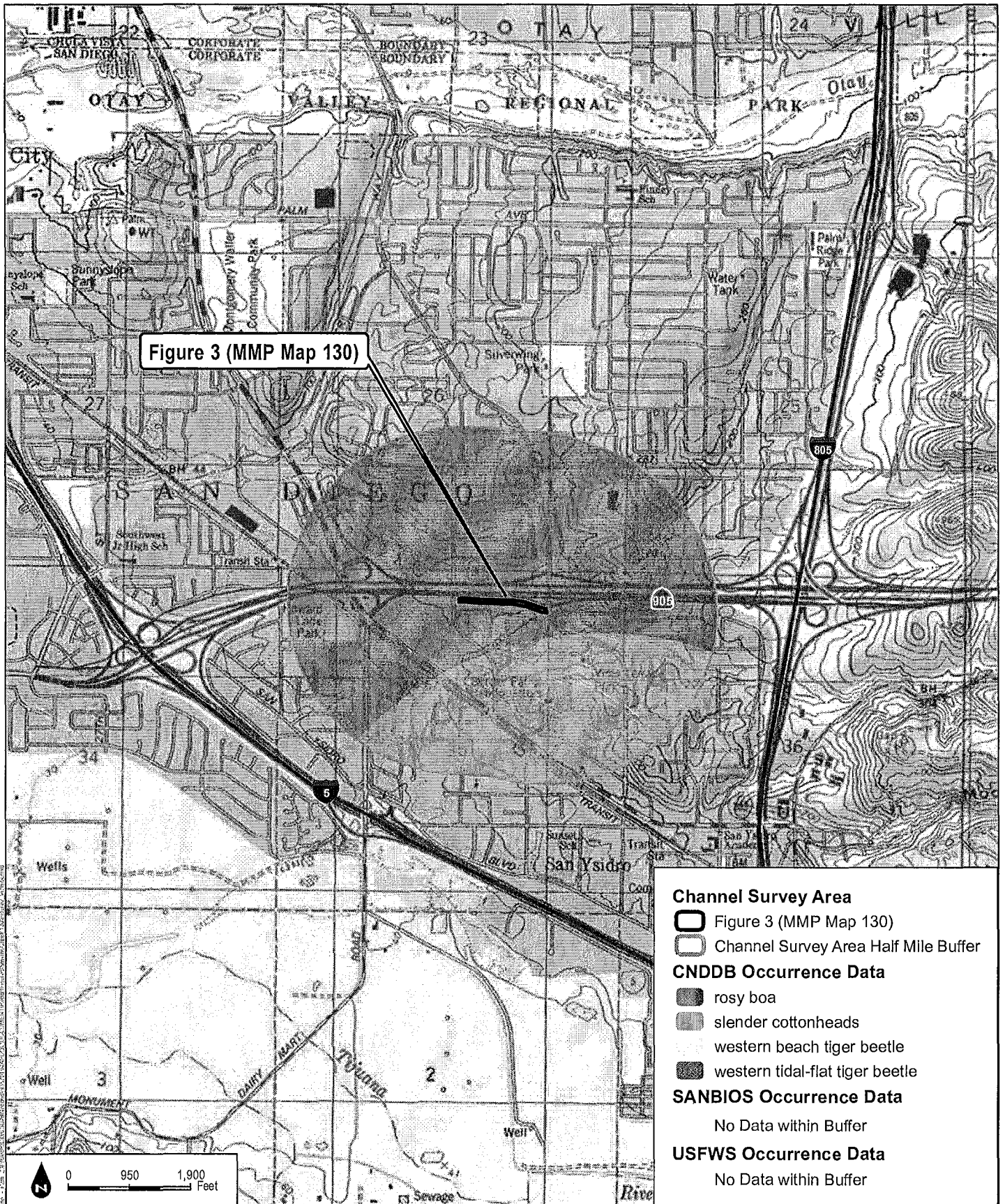


Exhibit K - NOE, Emergency Permit, Department of the Army Regional General Permit No. 63
 Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts



SOURCE: USGS 7.5-Minute Series - Imperial Beach Quadrangle; CNDDDB, 12/01/2015; SANBIOS, 03/20/2009; USFWS, 2015.

FIGURE 2
Vicinity Map

DUDEK

Smythe Channel (MMP Map 130) - Emergency Channel Maintenance



Channel Survey Area

Impacts

- Channel Maintenance Impact Area
- Access/Staging Area

Jurisdictional Delineation

- ACOE/RWQCB/CDFW
- CDFW Only
- Vegetation Communities

DEV, Developed

DEV_ED, Developed Land (Energy Dissipator)

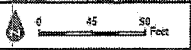
DL, Disturbed Lands

FWM, Fresh Water Marsh

NNG, Non-Native Grassland

ORN, Ornamental Plantings

RS_SWS, Riparian Scrub (Southern Willow Scrub)



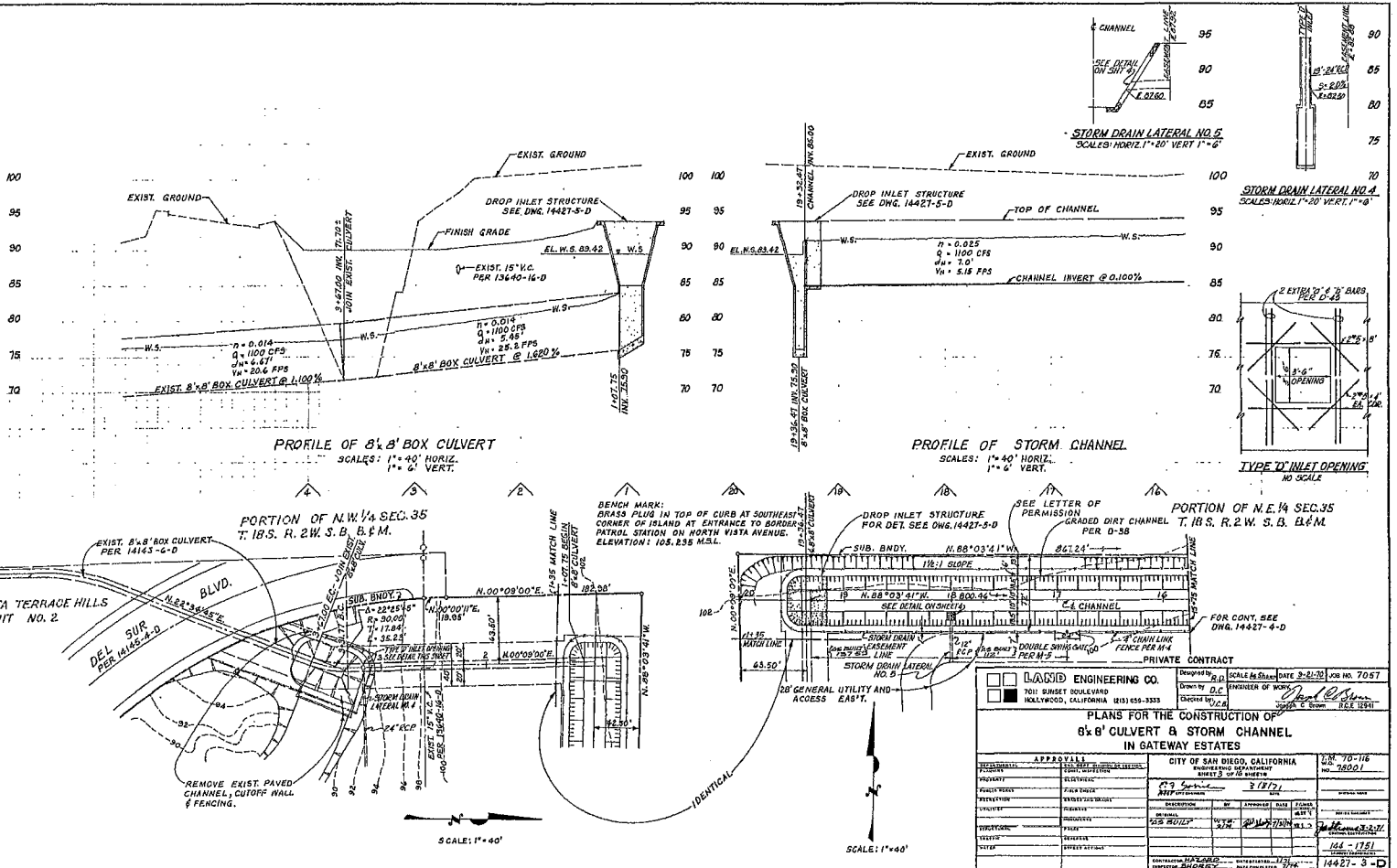
SOURCE: SCANLON Images 2015; H&M 2015; City of San Diego 2015

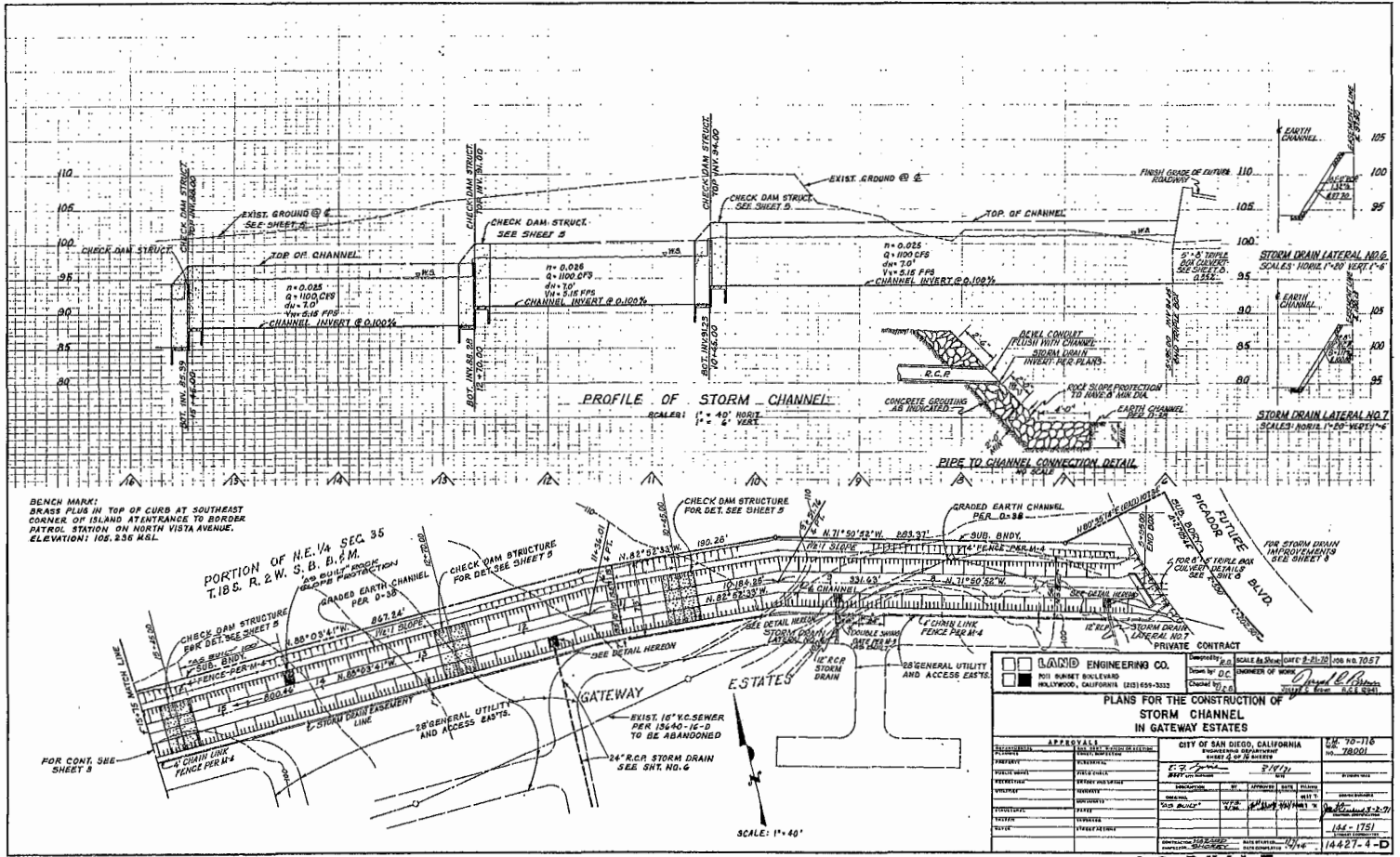
DUDEK

Smythe Channel (MMP Map 130) - Emergency Channel Maintenance

MMP Map 130; Figure 3

Biological Resources and Impacts





BENCH MARK:
 BRASS PLUS IN TOP OF CURB AT SOUTHEAST
 CORNER OF ISLAND AT ENTRANCE TO BORDER
 PATROL STATION ON NORTH VISTA AVENUE.
 ELEVATION: 106.236 MSL.

<input type="checkbox"/> LAND ENGINEERING CO. 101 BURDET GULFBLVD HOLLYWOOD, CALIFORNIA (213) 694-3333		PRIVATE CONTRACT SHEET NO. 100-70-116 SHEET NO. 78001	
PLANS FOR THE CONSTRUCTION OF STORM CHANNEL IN GATEWAY ESTATES			
APPROVALS PROJECT: [] DESIGNER: [] CHECKER: [] DATE: []	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT 1444 T ST. S. SAN DIEGO, CALIF. 92161	PROJECT NO.: 100-70-116 SHEET NO.: 78001	DATE: [] SCALE: []

AS BUILT

ATTACHMENT A

Smythe Channel Emergency Maintenance, MMP Map 130

Photograph Log

Photograph 1: Looking towards Access/Staging area and vegetation in the east end of the proposed maintenance area located just west of Picador Blvd. (MMP Map 130; Figure 3).



(November 13, 2015; 8:24am)

Photograph 2: Looking west from within the channel just west of Picador Blvd. at vegetation (willows and vines) growing up in the channel (MMP Map 130; Figure 3).



(November 13, 2015; 8:30am)

Photograph 3: Looking upstream from within the channel just west of Picador Blvd. at vegetation (willows and vines) growing up in the channel (MMP Map 130; Figure 3).



(November 13, 2015)

Photograph 4: Evidence of flooding and degradation of banks on south side of channel adjacent to private residence 3770 Shooting Star Dr. (MMP Map 130; Figure 3).



(November 13, 2015)

Photograph 5: Looking upstream from the east end of the proposed maintenance area at the disturbed land and riparian scrub (southern willow scrub) within the channel (MMP Map 130; Figure 3).



(November 13, 2015; 11:19am)

Photograph 6: Looking at one of the three concrete energy dissipators installed along the north end of the channel (MMP Map 130; Figure 3).



(November 13, 2015; 11:29am)

Photograph 7: Looking south from the north side of the channel near the center of MMP Map 130; Figure 3 towards the homes that are located on the south side of the channel (Attachment B).



(November 13, 2015; 11:19am)

Photograph 8: Looking south into the channel at a section of freshwater marsh habitat near the western end of the maintenance area (MMP Map 130; Figure 3).

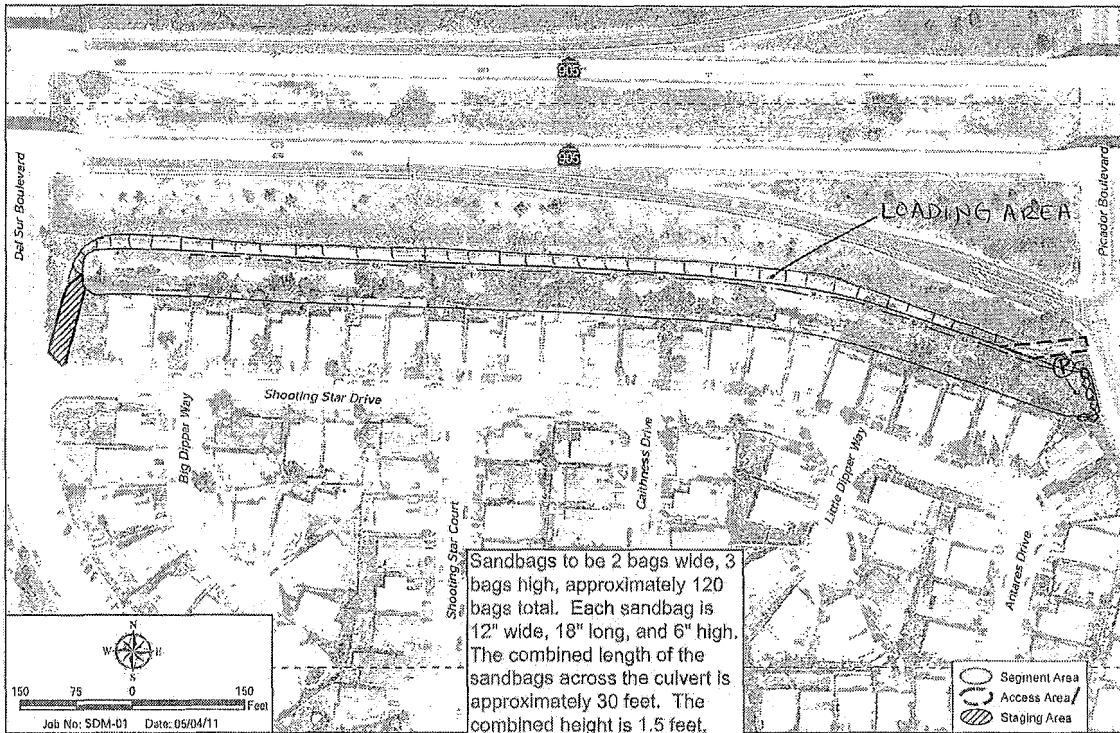


(November 13, 2015; 11:34am)

Photograph 9: Looking down at culvert inlet at the western end of the proposed maintenance area that runs west under Del Sur Blvd. within MMP Map 130; Figure 3.



(November 13, 2015; 11:37am)



Sandbags to be 2 bags wide, 3 bags high, approximately 120 bags total. Each sandbag is 12" wide, 18" long, and 6" high. The combined length of the sandbags across the culvert is approximately 30 feet. The combined height is 1.5 feet. By-pass pump to be placed at top of channel. By-pass hose to be placed along top of channel and discharge to downstream end. The total length of the hose is approximately 1,200 feet.

○○○○○ = sandbags
 ⊕ = pump(s)
 --- = dewatering pipes

Access and Staging Areas
 STORMWATER SYSTEM MAINTENANCE PROGRAM
 Map 130

EXHIBIT L

LOCATION MAP AND AS-BUILT DRAWINGS

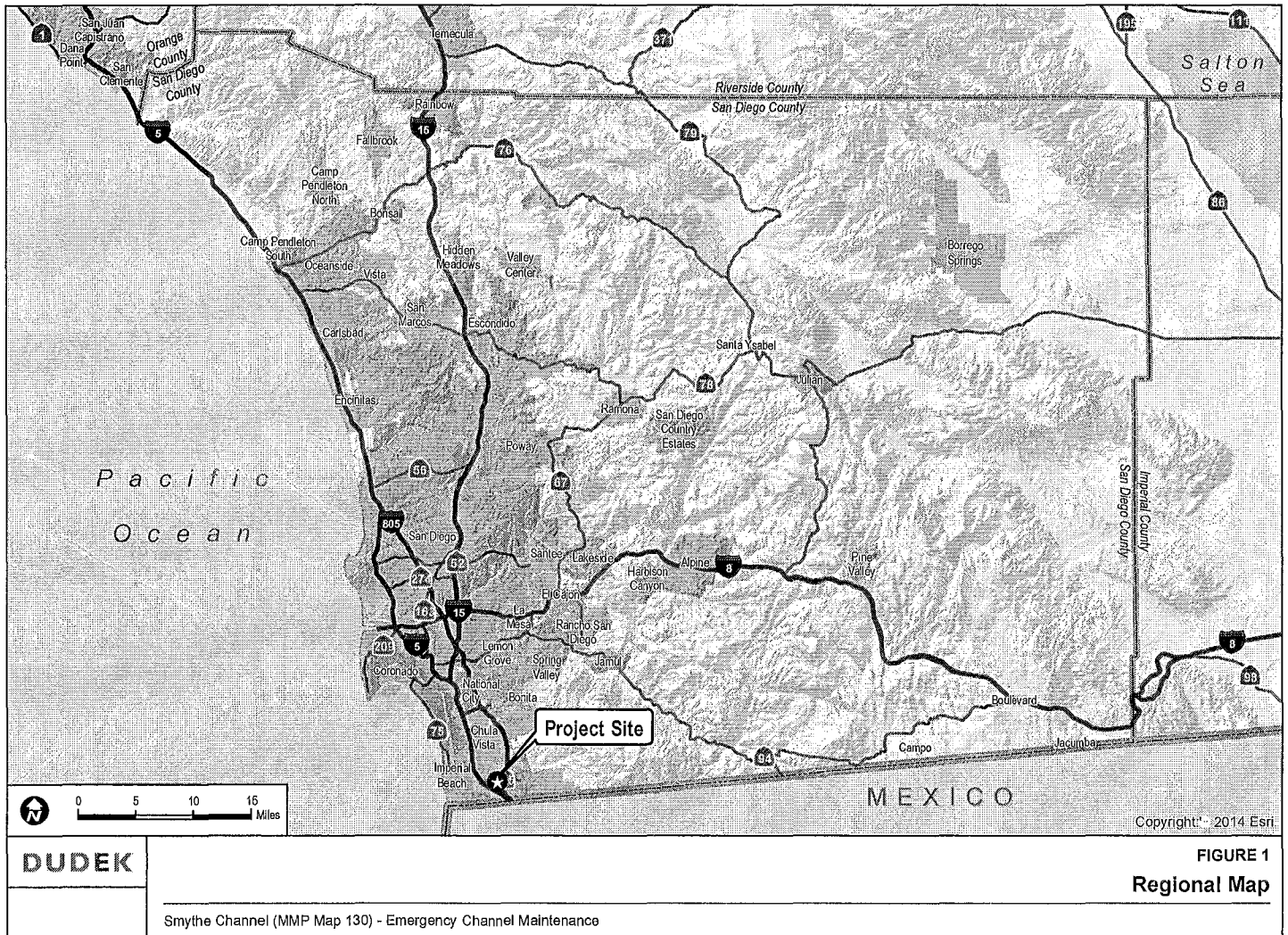


Exhibit L - Location Map and As-Built Drawing
 Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts

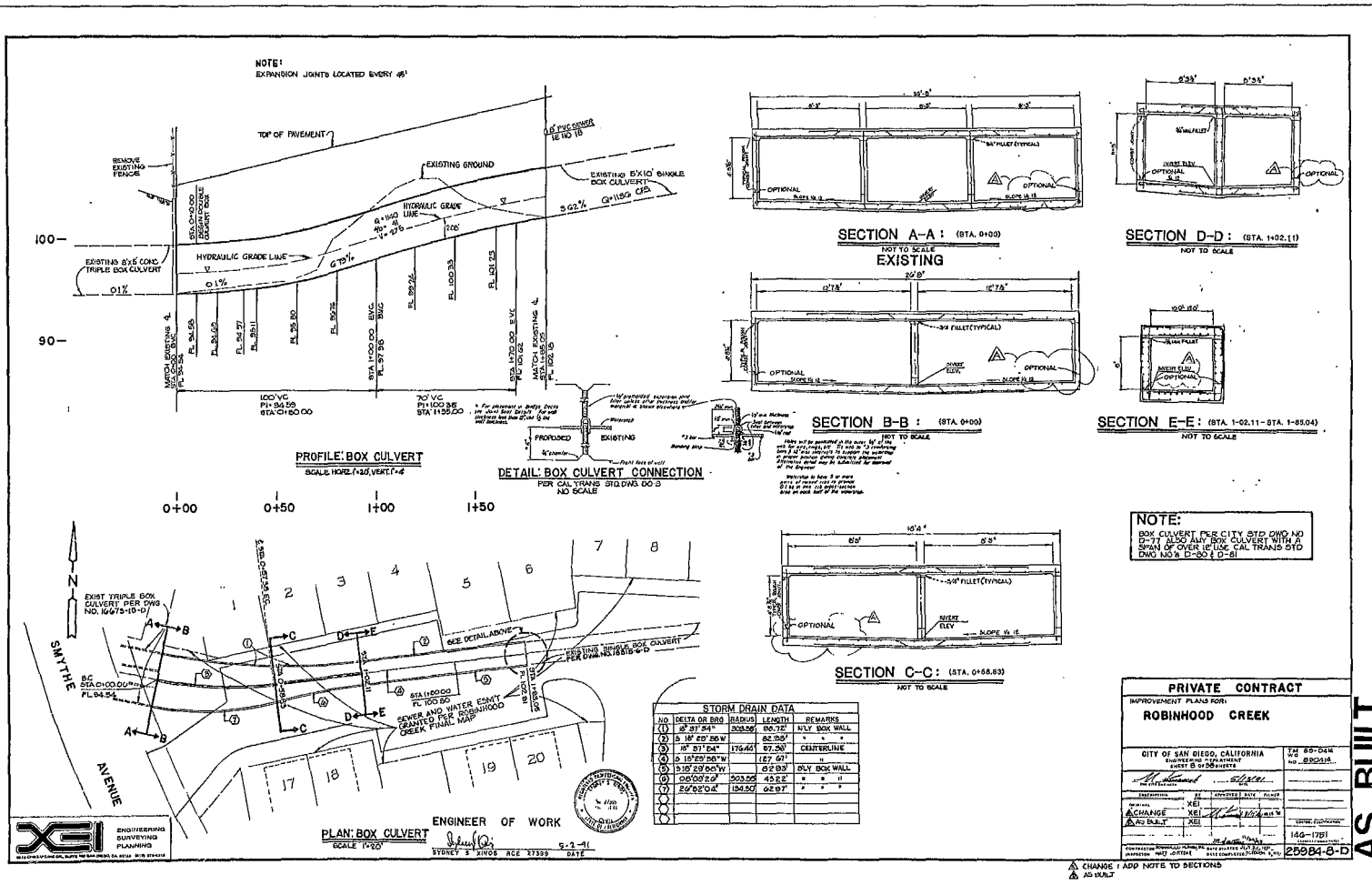


Exhibit L - Location Map and As-Built Drawing
Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts

PRIVATE CONTRACT
IMPROVEMENT PLANS FOR:
ROBINHOOD CREEK

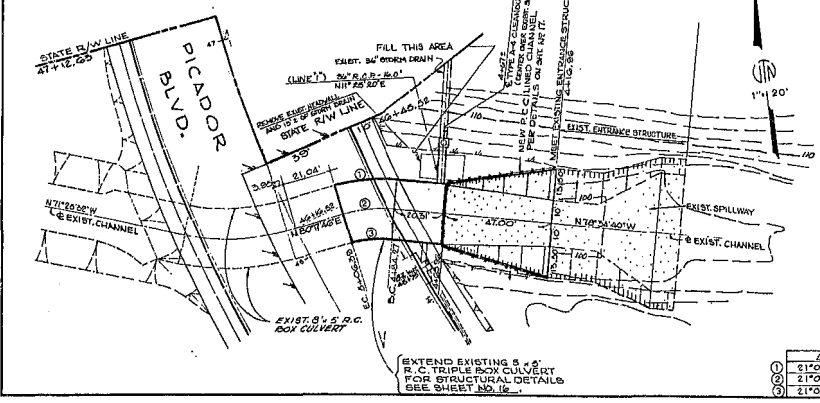
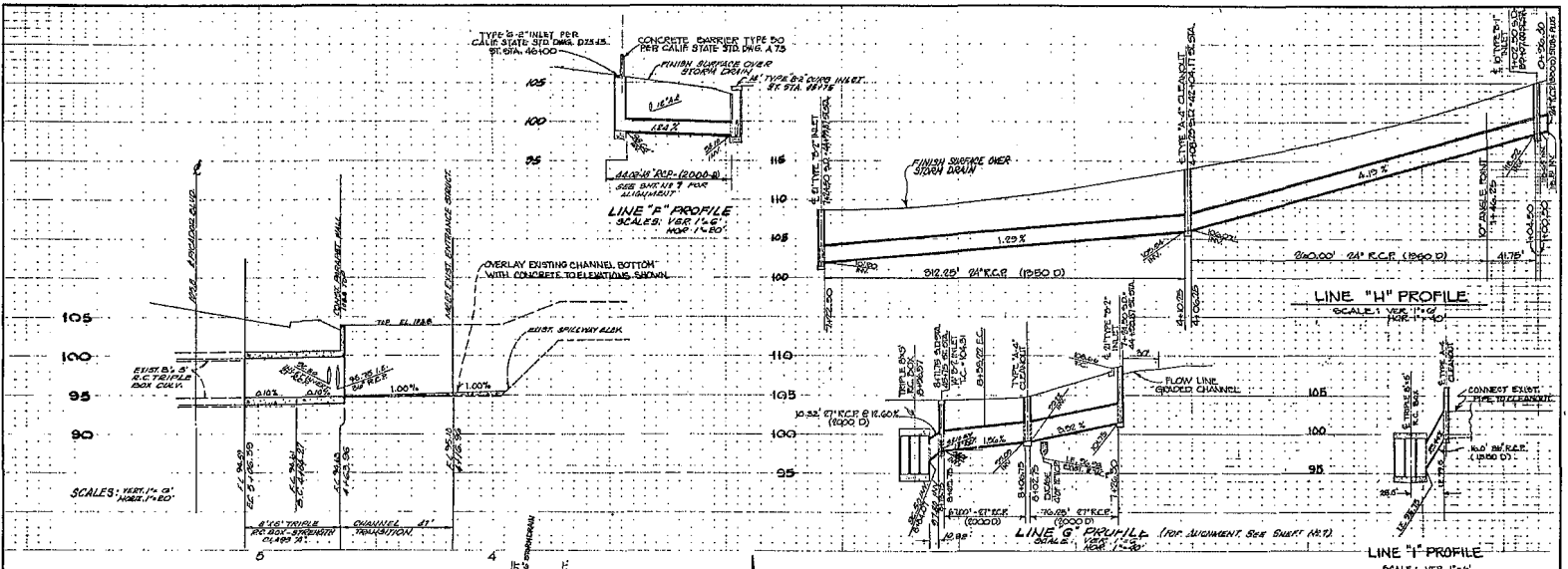
CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING DEPARTMENT
LARRY B. GARDNER

DATE 05-02-11
NO. 890316

14G-1781

250B4-G-D

AS BUILT



CURVE DATA

Station	Δ	R	T
1	21°07'54"	72.50'	24.94'
2	21°07'54"	60.00'	22.12'
3	21°07'54"	47.50'	17.11'

VDM
 VILLAGE DESIGN & DEVELOPMENT, INC.
 1400 S. GARDEN ST., SUITE 100, ANAHEIM, CALIF. 92805
 PHONE: (714) 944-1100 FAX: (714) 944-1101

IMPROVEMENT PLANS FOR:
R.C. BOX CULVERT IN PICADOR BLVD.
STA. 46+10.52 - 46+10.52 STOP/DRAIN PROFILES

CITY OF ANAHEIM, CALIFORNIA
 PROJECT NO. 15613-15-D
 DATE: 11/15/15

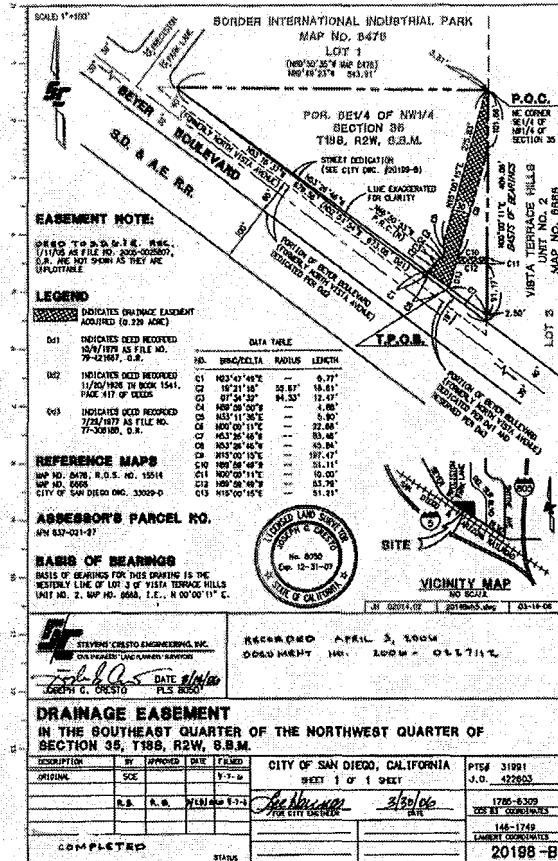
JK Wilson, CE, LSW, T-2027
 Project Engineer

DATE: 11/15/15

15613-15-D

AS BUILT

Exhibit L - Location Map and As-Built Drawing
 Emergency Storm Drain Channel Debris & Sediment Clearing at Storm Channel Culverts



PLANNED FROM THE ORIGINAL, BEST QUALITY AVAILABLE. EXCESSIVE GRAY BACKGROUND MAY CAUSE A POSSIBLY REPRODUCTION.

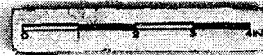


Exhibit L - Location Map and As-Built Drawing
 Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts

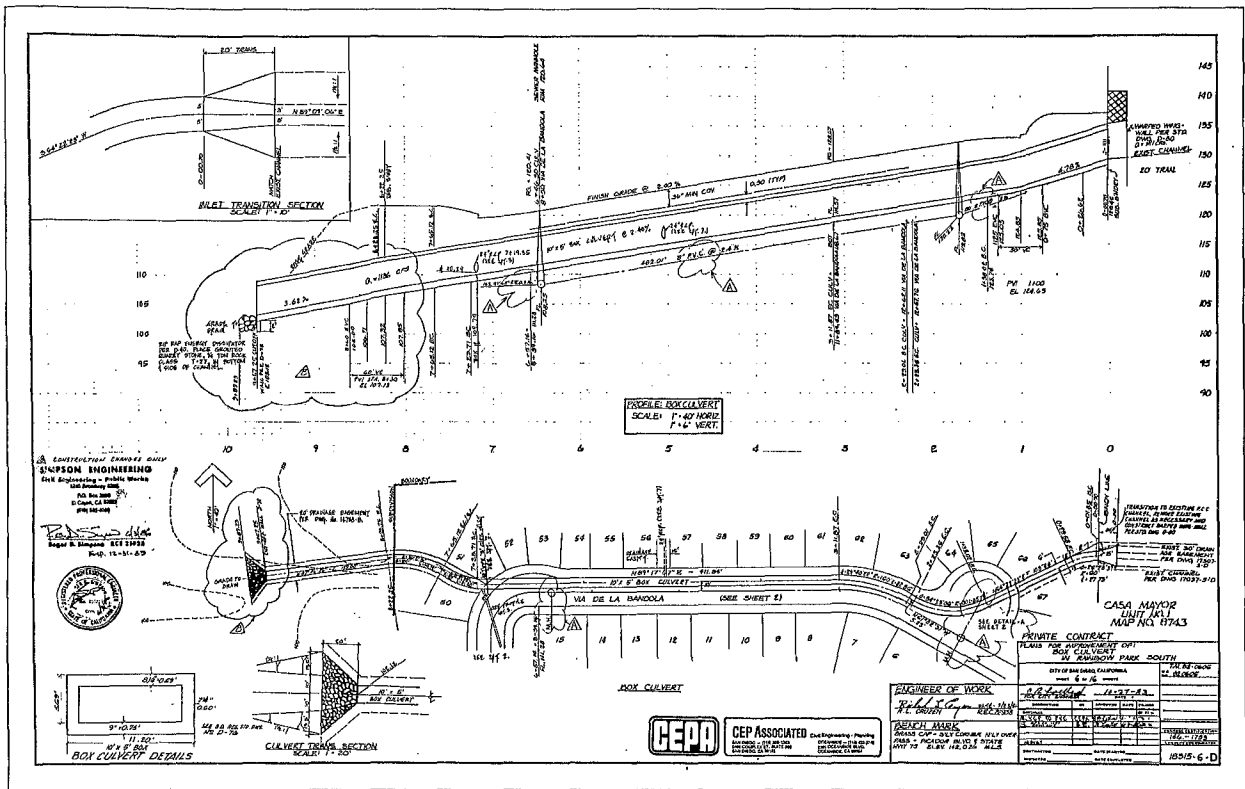


TABLE 1 - Location Map and As-Built Drawing
Emergency Storm Drain Channel Details & Sediment Clearing at Siphon Channel Culverts

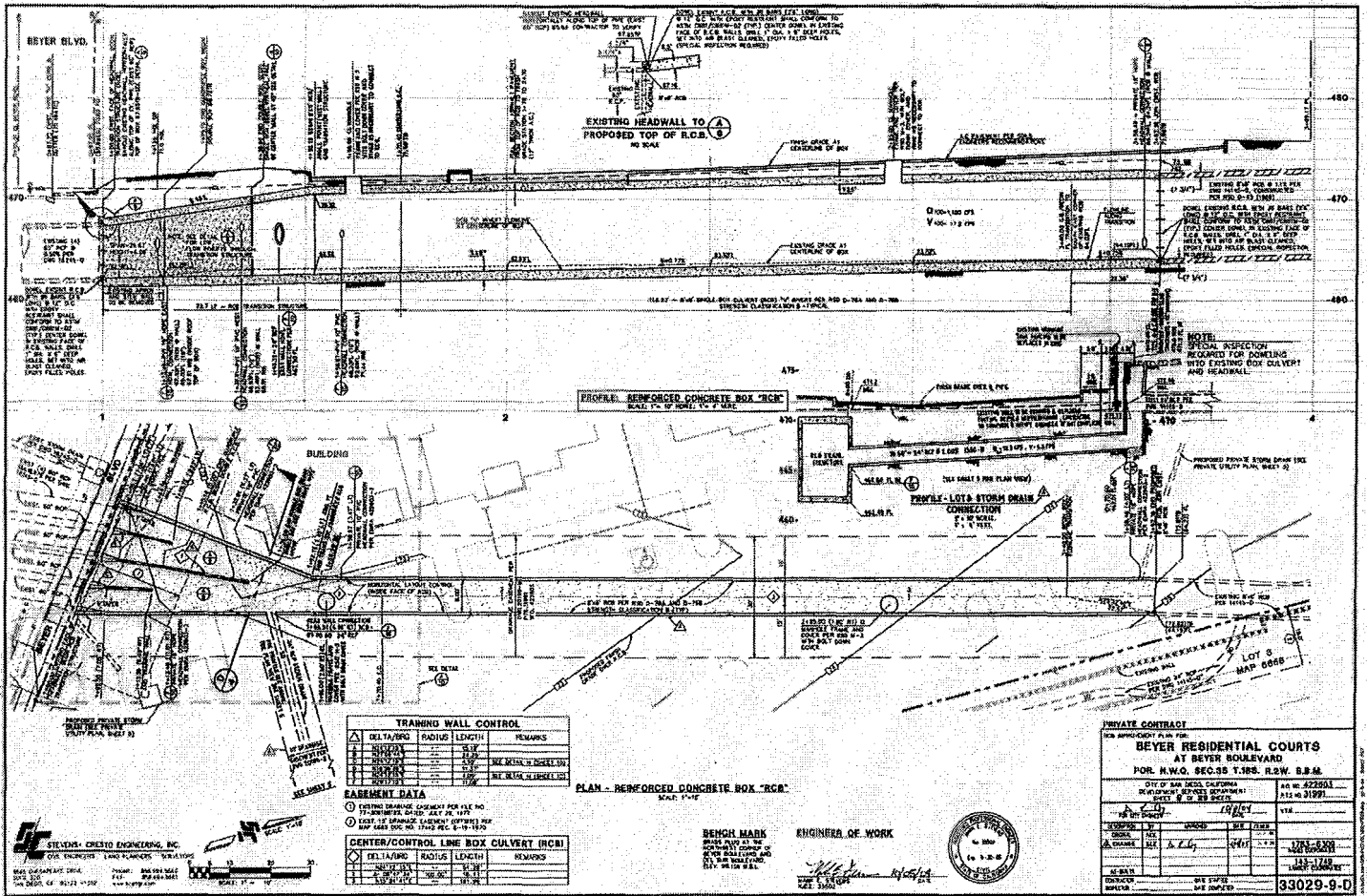


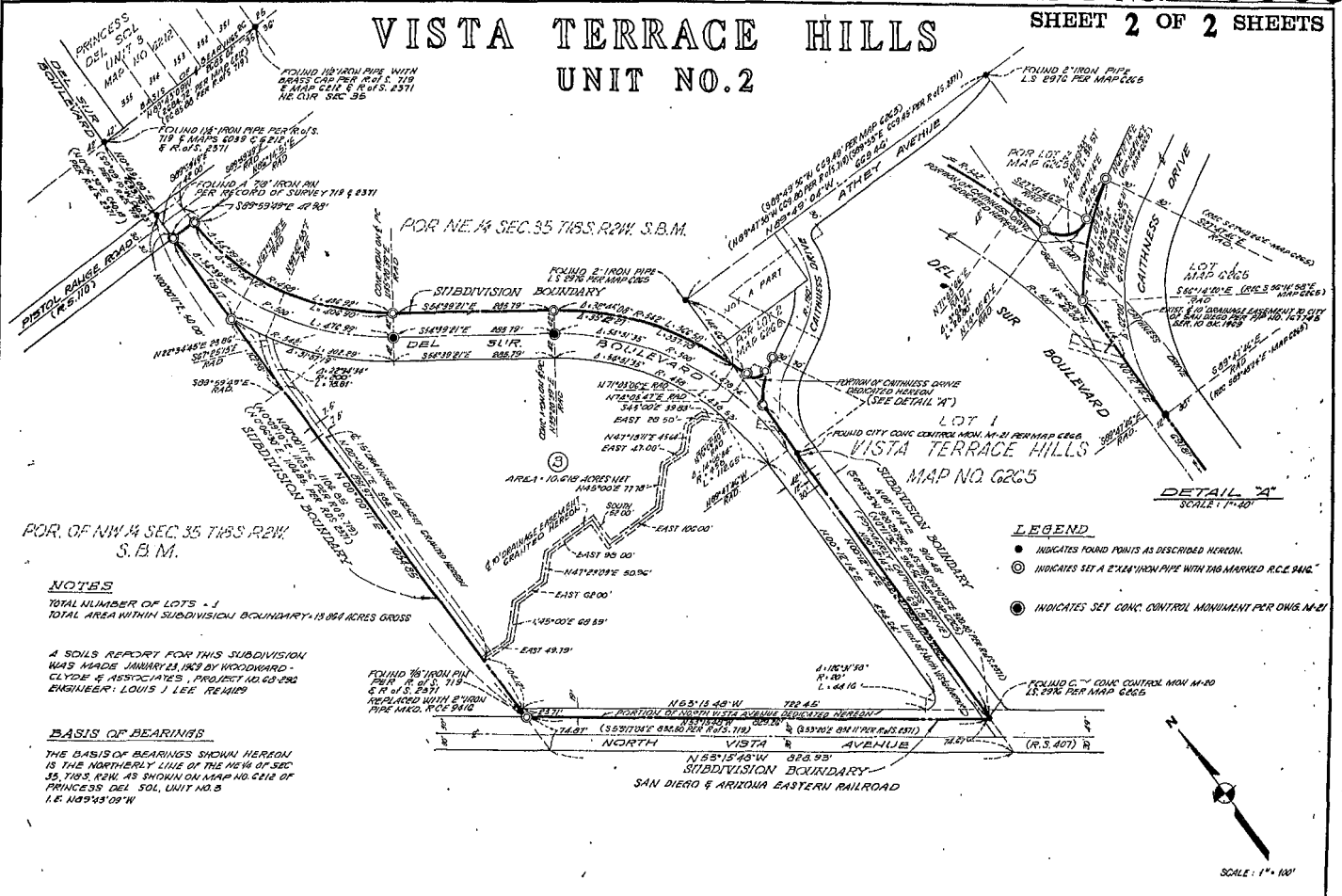
Exhibit L - Location Map and As-Built Drawing
Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts

PLEASE PRINT ALL ORIGINALS. KEEP COPIES FOR RECORDS. REPRODUCIBLE COPY AVAILABLE FOR \$10.00 PER COPY. PHOTOGRAPHY: \$10.00 PER COPY.

MAP NO. 6668

SHEET 2 OF 2 SHEETS

VISTA TERRACE HILLS UNIT NO. 2



FOR NE 1/4 SEC. 35 T18S. R21W. S.B.M.

NOTES
TOTAL NUMBER OF LOTS - 1
TOTAL AREA WITHIN SUBDIVISION BOUNDARY - 19.964 ACRES GROSS

A SOILS REPORT FOR THIS SUBDIVISION WAS MADE JANUARY 12, 1969 BY WOODWARD-CLYDE & ASSOCIATES, PROJECT NO. 63-292. ENGINEER: LOUIS J. LEE, REMIER

BASIS OF BEARINGS
THE BASIS OF BEARINGS SHOWN HEREON IS THE NORTHERLY LINE OF THE NE 1/4 OF SEC. 35, T18S. R21W. AS SHOWN ON MAP NO. 6212 OF PRINCESS DEL SOL, UNIT NO. 2. I.E. N 69° 43' 02" W

LEGEND

- INDICATES FOUND POINTS AS DESCRIBED HEREON.
- ⊙ INDICATES SET A 2" IRON PIPE WITH TAG MARKED R.C.E. 2142.
- ⊙ INDICATES SET CONC. CONTROL MONUMENT PER DWG. M-21

DETAIL "A"
SCALE 1" = 30'

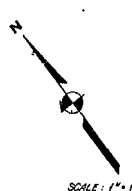
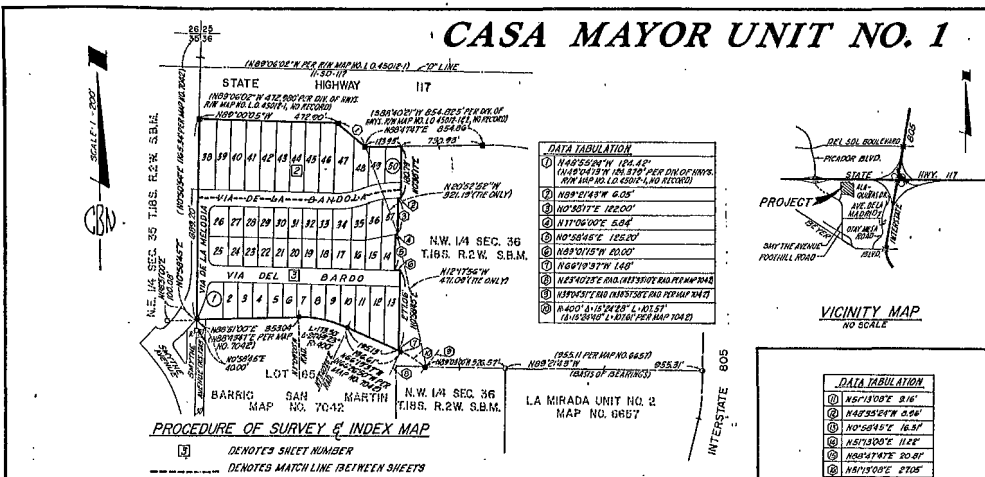


Exhibit L - Location Map and As-Built Drawing
Emergency Storm Drain, Channel, Inlets & Sediment Collector at Stryker Channel Culverts

MAP NO. 8743

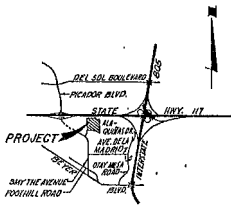
SHEET 2 OF 3 SHEETS

CASA MAYOR UNIT NO. 1



LEGEND

- INDICATES WILL SET CITY CONTROL MONUMENT MARKED L.S. 2819 PER STD. DWG. M-81.
- INDICATES WILL SET 2" X 1/4" IRON PIPE WITH BRASS DISC MARKED L.S. 2818.
- INDICATES FOUND 2" IRON PIPE MARKED R.C.E. 13702 PER MAP NO. 7042.
- INDICATES FOUND 2" IRON PIPE MARKED R.C.E. 18010 PER MAP NO. 6657.
- INDICATES FOUND 1" IRON PIPE MARKED DIV. OF HIGHWAYS PER DIV. OF H.W.S. R.W. MAP NO. L.O. 45012-1, NO RECORD.
- INDICATES 3/4" IRON PIPE MARKED L.S. 2818, REFERENCE POINT SET PRIOR TO RECORDED MAP.
- INDICATES ADJUTERS RIGHTS OF ACCESS RELINQUISHED PER DEED RECORDED OCT. 23, 1970, AS FILE NO. 194028, O.R.



VICINITY MAP

NO SCALE

1	N6°13'08" E 8.16'
2	N48°24'24" W 0.58'
3	N0°58'45" E 16.57'
4	N87°30'00" E 11.25'
5	N89°57'00" E 20.81'
6	N89°57'00" E 27.08'

- UNLESS OTHERWISE SHOWN ON THIS MAP:
- ALL INTERIOR LOT CORNERS WILL BE MONUMENTED BY 1/2 INCH SQUARE BY 1/2 INCH LONG WOOD PIN MARKED L.S. 2818.
 - FRONT LOT CORNERS AND LOT CORNERS ALONG DEDICATED RIGHT OF WAY WILL BE MONUMENTED BY A DISC, MARKED L.S. 2818, SET AT AN OFFSET OF 7 FEET IN THE SIDEWALK. THE OFFSET SHALL BE MEASURED RADIALLY OR AT RIGHT ANGLES, TO FRONT PROPERTY LINE ALONG AN EXTENSION OF THE LOT LINE.
 - ALL POINTS OF CURVE OF THE SIDELINES OF DEDICATED STREETS WILL BE MONUMENTED BY A DISC, MARKED L.S. 2818, SET AT AN OFFSET OF 7 FEET IN THE SIDEWALK; THE OFFSET SHALL BE MEASURED RADIALLY.

① 50 INDICATES FIRST AND LAST LOT NUMBER
 TOTAL NUMBER OF LOTS..... 50
 GROSS AREA..... 10.799 ACRES

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTHERLY LINE OF LA MIRADA UNIT NO. 2, ACCORDING TO MAP NO. 6657, L.S. N89°21'43" W.

SOILS REPORT

A SOIL & GEOLGIC REPORT WAS PREPARED FOR THIS SUBDIVISION BY WOODWARD - CLYDE CONSULTANTS DATED OCTOBER 1, 1976. THE ENGINEER AND GEOLOGIST PREPARING THIS REPORT WAS LOUIS J. LEE, P.C.E. 14129 AND CHARLES J. PHURNEY, C.E.G. 103.

ORANGE, MULTIPLE & NOTWORKER JOB NO. 1540-1

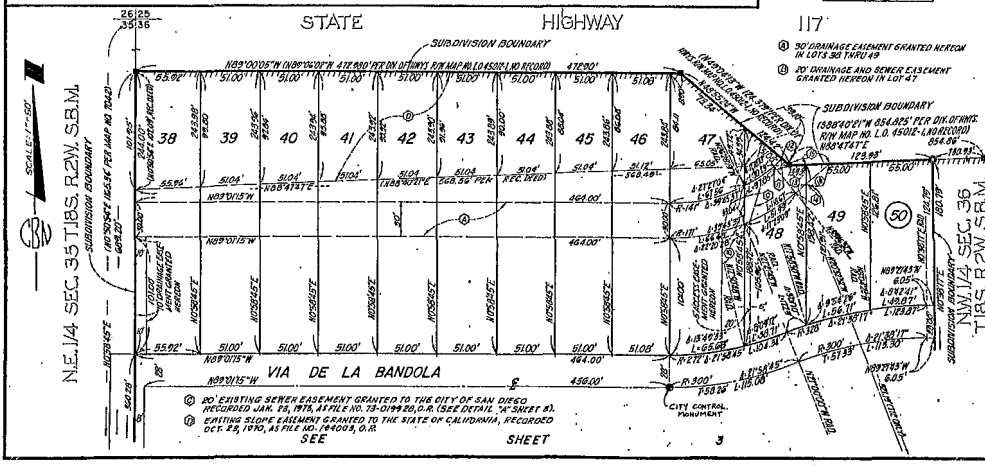


Exhibit L - Location Map and As-Built Drawing
 Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Outlets

MAP SEARCH

Address Owner APN

Enter Address, Owner OR APN

3778 Shooting Star

Search

Parcels Foreclosures Legend: Pre-Foreclosure Auction REO Short Sale For Sale Tags: Values

Print Map

Search Tools

905

2A

905

Del Sur Blvd

Shooting Star

Property Information - Report Options

3606 Shooting Star Dr
San Diego CA 92173-1407
Owner: Luna

Basic Reports	AVM's	Mortgage Analytics
<input checked="" type="checkbox"/> Property Detail		<input type="checkbox"/> Flood Map
<input type="checkbox"/> Comparables		<input type="checkbox"/> Document Image
<input type="checkbox"/> Street Map Plus		<input checked="" type="radio"/> Most Current Transfer
<input type="radio"/> Street Map		<input checked="" type="radio"/> Most Current 1 st Mtg
<input checked="" type="radio"/> Aerial Map		<input type="checkbox"/> Neighborhood Information
<input type="checkbox"/> Lien360 Suite		<input type="checkbox"/> Demographics
<input type="checkbox"/> Transaction History		<input type="checkbox"/> School
<input type="checkbox"/> Legal & Vesting		<input type="checkbox"/> Local Business
<input type="checkbox"/> Voluntary Lien		<input type="checkbox"/> Crime
<input type="checkbox"/> Voluntary & Involuntary Lien		<input type="checkbox"/> Listing and Market Activity
<input type="checkbox"/> Parcel Map		<input type="checkbox"/> Property Listing History
		<input type="checkbox"/> Foreclosure Activity

View/Buy Reports

Exhibit L - Location Map and As-Built Drawing

Emergency Storm Drain Channel Debris & Sediment Clearing at Smythe Channel Culverts

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