

# City of San Diego

**CONTRACTOR'S NAME:** RECON

**ADDRESS:** 1927 Fifth Avenue, San Diego, CA 92101

**TELEPHONE NO.:** 619-308-9333

**FAX NO.:** 619-308-9334

**CITY CONTACT:** Michelle Muñoz, Contract Specialist, Email: MichelleM@sandiego.gov

Phone No. (619) 533-3482, Fax No. (619) 533-3633

M. Gonzalez / A. Rekani / mlw

## CONTRACT DOCUMENTS



## FOR ORIGINAL

**SOLE-SOURCE CONSTRUCTION CONTRACT WITH RECON FOR  
THE PURPOSE OF REVEGETATION, MAINTENANCE, AND  
MONITORING FOR EMERGENCY STORM DRAIN  
REPLACEMENT AT 4128 CASITA WAY**

**PROJECT NO.:** K-18-1595-SLS-1

**SAP NO. (WBS/IO/CC):** B-17107

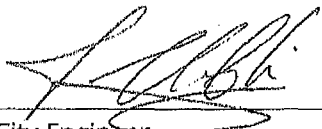
**CLIENT DEPARTMENT:** 2116

**COUNCIL DISTRICT:** 4

**PROJECT TYPE:** CA

# 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

7/12/17  
Date

Seal:



ORIGINAL

## TABLE OF CONTENTS

<b>DESCRIPTION</b>	<b>PAGE NUMBER</b>
1. GENERAL.....	4
2. AGREEMENT .....	10
3. ATTACHMENTS	
A. Scope of Work	
• Exhibit A – Proposal.....	16
• Exhibit B – Intentionally Left Blank.....	30
• Exhibit C – Notice of Exemption.....	31
• Exhibit D – Location Map .....	34
B. Intentionally Left Blank .....	36
C. Intentionally Left Blank .....	37
D. Prevailing Wages.....	38
E. Supplementary Special Provisions .....	42
4. CERTIFICATIONS AND FORMS .....	54

## GENERAL

### 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 project at the direction of the City Engineer.
- 1.2. The Work consists of but is not limited to the preparation of a revegetation exhibit and long-term monitoring for the Emergency Storm Drain Replacement at 4129 Casita Way. The revegetation exhibit will follow the City's Biology Guideline 2012 and Land Development Code (LDL) Landscape Regulations and Standards. The revegetation exhibit will provide recommendations for the stabilization and revegetation of the site, including site preparation, seed mix, maintenance, monitoring and reporting schedule; and annual success criteria. It is anticipated that revegetation will include hydroseed throughout all impacted areas of the site and recommendation for supplemental irrigation and weed maintenance. The exhibit will specify appropriate native container plants if needed. Biological monitoring will be performed for the revegetation installation, as well as long-term monitoring during the 120-day Plant Establishment Period (PEP), and through completion of the 25- month long-term maintenance, monitoring, and reporting period.
- 1.3. This solicitation is for a firm price with Lump Sum and Unit Price items to be paid in accordance with SECTION 9, "MEASUREMENT AND PAYMENT" of the Specifications.

2. **EQUAL OPPORTUNITY.** For the City's Equal Opportunity Program requirements see Part 10 of the City of San Diego 2015 Whitebook and Attachment E, Supplementary Special Provisions.

3. **CONTRACT TIME:** The Work, including the plant establishment period, shall be completed within **900 Calendar Days** from the date of issuance of the NTP unless extended by the Engineer.

4. **CONTRACT PRICE:** The Contract Price is **\$53, 563.72**. The Contractor shall not perform Work that exceeds this amount, excluding Allowances, without prior written notice from the Engineer that sufficient additional funding has been secured and the work is approved.

5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess the valid appropriate license at the time of award. The City has determined the following licensing classification for this contract to be: **C27**

6. **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.

6.1. **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.

**6.1.1.** 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.

**6.1.2.** 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.

**6.2. 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.

**6.3. 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.

**6.3.1.** 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.

- 6.4. 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.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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."
- 6.8. 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.
- 6.9. 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.

**6.9.1.** 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.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2015	PWPI070116-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-05
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI092816-07
<b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

**8. INSURANCE REQUIREMENTS:**

**8.1.** 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.

**8.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements.

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

**10. AWARD:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code §22.3007.

**10.1.** This contract is deemed to be awarded and effective only upon the signing of the Contract by the Mayor or his designee.

**11. 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.

**12. PROPOSAL FORMS:** The signature of each person signing shall be in longhand.

**13. AWARD OF CONTRACT:**

**13.1.** Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

**13.2.** The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest of the City.

**14. 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 **10 DAYS** 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.

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 who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 15. 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.
- 16. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - 16.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - 16.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - 16.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - 16.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - 16.5.** 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.
  - 16.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - 16.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

## **AGREEMENT**

### **FOR CONSTRUCTION SERVICES BETWEEN THE CITY OF SAN DIEGO AND RECON**

This sole-source construction services agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and RECON (Contractor), for the purpose of designing (when required) and constructing projects 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 project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Construction Services, as set forth in this agreement.
- C. The City has selected the Sole-Source Contractor 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 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**

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. This agreement incorporates the Standard Specifications for Public Works Construction (The 2015 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2015 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.
- D. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 10.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified number of Calendar Days stated in Section 3 herein, from the NTP 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 described herein.
- J. This contract is for a firm price including Lump Sum and Unit Price items. The City shall pay the Contractor for performance of the Work in accordance with Section 9, "Measurement and Payment" of the specifications.
- K. 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.
- L. Prior to the issuance of the NTP, or as required by the City, the Contractor shall:
  - a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted herein or as may be specified in the Supplemental Special Provisions, and
  - b) obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

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

**THE CITY OF SAN DIEGO**

By 

Print Name: Michelle Muñoz  
Contract Specialist  
Public Works Department

Date: 9/20/17

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney

By 

Print Name: Devin A. Widgerow  
Deputy City Attorney

Date: 9-25-2017

**CONTRACTOR**

By 

Print Name: Peter J. Tomsovic

Title: Vice President & COO

Date: July 25, 2017

City of San Diego License No.: B1979052367

State Contractor's License No.: 986458

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

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

RECON Environmental, Inc. , a corporation, as principal, and  
International Fidelity Insurance Company , a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
jointly and severally, to The City of San Diego a municipal corporation in the sum of  
**Fifty Three Thousand Five Hundred Sixty Three Dollars and Seventy Two Cents (\$53,563.72)**  
for the faithful performance of the annexed contract, and in the sum of **Fifty Three Thousand  
Five Hundred Sixty Three Dollars and Seventy Two Cents (\$53,563.72)** for the benefit of laborers  
and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract with the 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.

**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND (Continued)**

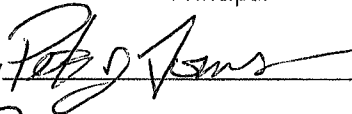
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated July 21, 2017

Approved as to Form

RECON Environmental, Inc.

Principal

By 

PETER J. TOMSOVIC

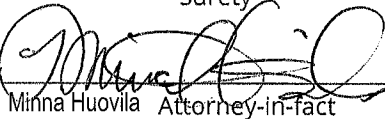
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By   
Deputy City Attorney

International Fidelity Insurance Company

Surety

By   
Minna Huovila Attorney-in-fact

Approved:

By:   
Michelle Muñoz  
Contract Specialist  
Public Works Department

2400 E. Katella Ave, Suite 250

Local Address of Surety

Anaheim, CA 92806

Local Address (City, State) of Surety

714-602-9170

Local Telephone No. of Surety

Premium \$ 1,590.00

Bond No. 0712226

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

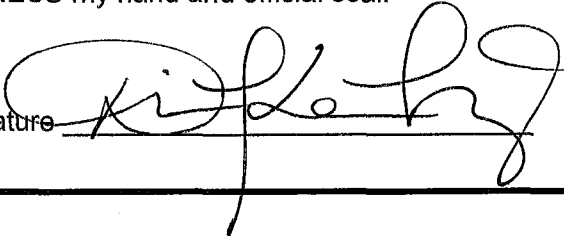
State of California  
County of San Diego)

On July 21, 2017 before me, Diana Kai Murphy, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**JOHN R. QUALIN, KYLE KING, TARA BACON, DALE HARSHAW, BRAD ORR, MINNA HUOVILA,  
GEOFFREY SHELTON**

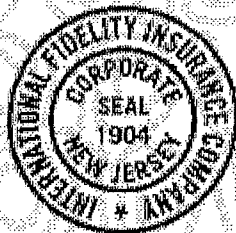
San Diego, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of Indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

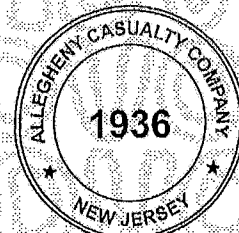
"RESOLVED, that: (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of Indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015:



STATE OF NEW JERSEY  
County of Essex

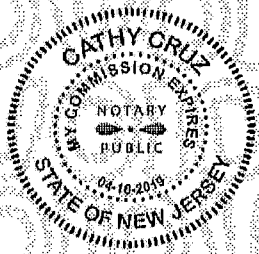
ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019



### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21st day of July 2017

MARIA BRANCO, Assistant Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California )

County of San Diego )

On July 25, 2017 before me, Stacey Higgins, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Peter J. Tomsovic
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Document Date: 07/21/17

Number of Pages: 1 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer -Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

Signer's Name:

Corporate Officer -Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

**ATTACHMENT A**

**SCOPE OF WORK**

**EXHIBIT A**

**PROPOSAL**

To the City of San Diego:

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

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

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

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

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

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

\_\_\_\_\_

Full Name and Character of partner

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

- (4) Place of Business (Street & Number) \_\_\_\_\_

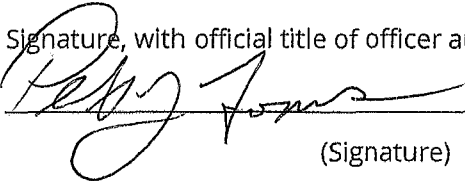
(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

- (1) Name under which business is conducted RECON Environmental, Inc.

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

  
\_\_\_\_\_  
(Signature)

Peter J. Tomsovic

(Printed Name)

Vice President & COO

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 1927 Fifth Avenue

(5) City and State San Diego, CA Zip Code 92101

(6) Telephone No. (619) 308-9333 Facsimile No. (619) 308-9334

**THE FOLLOWING SECTIONS MUST BE FILLED IN**

The Contractor holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION C-27 Landscaping

LICENSE NO. 986458 EXPIRES 8/31/2017

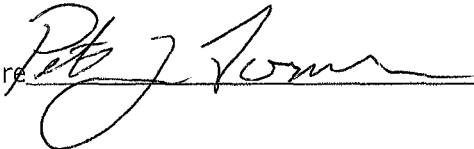
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004306

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: ptomsovic@reconenvironmental.com

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

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

Signature  Title Vice President & COO

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

Notary Public In and for the County of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_  
(NOTARIAL SEAL)

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1. ....

2. ....

3. ....

4. ....

5. ....

6. ....

*Signature of Document Signer No. 1*                      *Signature of Document Signer No. 2 (if any)*

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

Subscribed and sworn to (or affirmed) before me

on this 25th day of July, 2017,

(1) Peter J. Tomsovic

and (2) \_\_\_\_\_

*Name(s) of Signer(s)*



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Stacey Higgins*

*Signature of Notary Public*

Seal  
Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Exhibit A: Proposal Document Date: \_\_\_\_\_

Number of Pages: 3 Signer(s) Other Than Named Above: \_\_\_\_\_

# RECON

*An Employee-Owned Company*

May 11, 2017

Ms. Megan Hickey  
Public Works Department  
City of San Diego  
525 B Street, Suite 750 MS 980A  
San Diego, CA 92101

Reference: Casita Way Emergency Storm Drain Replacement Revegetation Project (RECON P8677)

Dear Ms. Hickey:

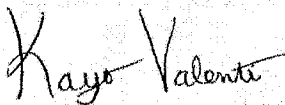
RECON Environmental, Inc. (RECON) is pleased to submit the enclosed scope of work and cost proposal to provide revegetation activities and biological revegetation monitoring services for the Casita Way Emergency Storm Drain Replacement Revegetation Project, located at 4128 Casita Way.

Tasks will include:

- Site Meeting
- Impact Assessment Site Visit and Report
- Revegetation Implementation, Monitoring, and Reporting Activities
- 120-Day Plant Establishment Period Maintenance, Monitoring, and Reporting Activities
- 25-Month Maintenance, Monitoring, and Reporting Activities
- Client Coordination/Meetings
- Contingency

The estimated total cost to complete these tasks is **\$53,563.72**. While we are providing a task by task budget breakdown for your convenience, the breakdown is for budgeting purposes only and RECON proposes to perform these services on a time and materials basis. Should unforeseen circumstances arise requiring additional time and, therefore, additional fees, we will notify you of these circumstances immediately. The estimated cost above does not include expenses such as printing or reproduction. If you would like us to proceed with the work, please issue the appropriate authorization and return to the attention of Gina Sisson, [gssisson@reconenvironmental.com](mailto:gssisson@reconenvironmental.com). Thank you and please call if you have any questions.

Sincerely,



Kayo Valenti  
Biologist

## SCOPE OF WORK

Casita Way Emergency Storm Drain Replacement Revegetation Project  
City of San Diego Public Works Department

RECON P8677  
Rev. May 11, 2017

# Scope of Work

This scope of work has been prepared for the Casita Way Emergency Storm Drain Replacement Project (project). Construction was completed on April 10, 2017, and the anticipated start of revegetation activities is in summer 2017.

## Task 1: Site Meeting

RECON attended an on-site meeting with City of San Diego (City) staff on March 2, 2017, to go over project planning questions. The approximately two-hour meeting was attended by one RECON biologist and one restoration biologist (four hours total).

**Cost: \$572.40**

## Task 2: Impact Assessment Site Visit and Report

Upon Notice to Proceed, a qualified RECON biologist will visit the site to quantify and record the perimeter of construction impacts. Current Best Management Practice (BMP) conditions will also be assessed and maintenance recommendations for additional measures will be provided to the City Biologist. Following the field visit, a brief post-impact memo will be prepared describing construction impacts and documenting post-impact site conditions. Additionally, the memo will provide basic recommendations for the stabilization and revegetation of the site, including site preparation; irrigation layout; seed mix; maintenance, monitoring and reporting schedule; and annual success criteria. The estimated cost includes approximately 35 hours of effort. The memo will be provided to the City Biologist electronically.

NOTE: A revegetation, erosion control, and irrigation plan sheet is not included in this scope.

**Cost: \$4,470.70**

## Task 3: Site Preparation and Hydroseed Installation, Monitoring, and Reporting Activities

Within 60 days of approval of the revegetation recommendations made in the post-impact memo described in Task 2, RECON will implement any revegetation recommendations included in the memo, under the direction of a qualified RECON biologist. It is anticipated that revegetation will include the installation of BMPs (i.e. fiber rolls) and application of hydroseed throughout all impacted areas of the site (approximately 0.2 acre); and recommendations for supplemental irrigation and weed maintenance. These assumed tasks have been included in this cost proposal.

**Implementation Assessment and Supervision** RECON will provide up to 26 hours to coordinate and supervise the activities of the field crew during revegetation implementation, including BMP installation and hydroseed application. The restoration biologist will verify that the field crew follows the approved recommendation from the post-impact memo described in Task 2.



SCOPE OF WORK

Casita Way Emergency Storm Drain Replacement Revegetation Project  
City of San Diego Public Works Department

RECON P8677  
Rev. May 11, 2017

**Site preparation.** RECON will provide up to 16 labor hours to install additional BMPs (approximately 8 fiber rolls) and remove existing materials (i.e. jute netting). Fiber rolls will be made of rice straw wrapped in jute and will biodegrade over time, therefore, their removal at the end of the project will not be required.

**Seeding.** RECON will subcontract with Hydrosprout (or another similar firm) to hydroseed the revegetation area. It is anticipated that seed will be purchased from S&S Seed. Approximately 10 pounds of seed (50 pounds of seed per acre) will be applied throughout the site.

**Biological Revegetation Monitoring and Reporting.** RECON will provide a Qualified Biological Monitor (QBM) to conduct part-time qualitative monitoring at the end of revegetation implementation. The QBM will conduct photo-documentation and note adequacy of BMPs and hydroseed, and any other issues such as vandalism or trash. RECON will prepare a revegetation implementation memo at the end of successful installation, estimated at approximately 16 hours of effort, to be submitted to the City Biologist electronically.

NOTE: Maintenance labor cost is estimated at state prevailing wages.

Cost: \$9,611.78

Table 1 Proposed Task 3 Effort Breakdown for Revegetation Implementation, Monitoring, and Reporting Activities	
Task 3 Effort Breakdown	Cost
<b>Labor Effort</b>	
Implementation Assessment and Supervision	\$3,206.10
Site Preparation	\$1,231.00
Biological Monitoring and Reporting	\$2,452.90
<i>Total Labor Cost</i>	<b>\$6,890.00</b>
<b>Expenses</b>	
Site Preparation	\$216.00
Seeding	\$2,505.78
<i>Total Expense Cost</i>	<b>\$2,721.78</b>
<b>Total Cost</b>	<b>\$9,611.78</b>

**Task 4: 120-Day Plant Establishment Period Maintenance, Monitoring, and Reporting Activities**

**Weed Maintenance.** RECON will provide monthly weed maintenance (4 visits, totaling up to 48 labor hours) through the 120-day Plant Establishment Period (PEP). Weed maintenance will include manual and/or chemical treatment. Manual treatment will include cutting, dethatching, and removing herbaceous non-native vegetation; and will be accomplished by hand crews using line trimmers and rakes. Chemical treatment will involve application of herbicide to kill unwanted vegetation and exotic weeds from the

SCOPE OF WORK

Casita Way Emergency Storm Drain Replacement Revegetation Project  
 City of San Diego Public Works Department

RECON P8677  
 Rev. May 11, 2017

project site. This cost includes herbicide. RECON will provide up to 4 additional hours for coordination and supervision of field crew activities.

**Hand Watering.** RECON will apply supplemental irrigation via water truck and hoses throughout the site to support native species that germinate from the hydroseed application. Watering will occur as-needed to supplement natural rainfall after native plant germination has been observed. RECON will provide up to two watering visits (16 labor hours total). RECON will provide up to 4 additional hours for planning, checking weather forecasts, and coordination and supervision of field crew activities.

**Erosion Control Maintenance.** RECON will provide erosion control maintenance in conjunction with weed maintenance visits. Accumulated sediment will be removed from behind fiber rolls, and non-functioning or damaged fiber rolls will be repaired or replaced. Minor rills or gullies caused by erosion will be repaired using on-site materials. Substantial erosion damage resulting from factors beyond RECON's control may require use of contingency funds.

**Biological Revegetation Monitoring and Reporting.** RECON will provide QBM(s) to conduct biological monthly monitoring during the PEP. The QBM will conduct photo documentation and note native and non-native plant species and cover, germination of native plants, and any other issues such as vandalism, trash, or site protection needs. In addition, the biologist will provide direction to the maintenance crew supervisor for weed control and irrigation needs. RECON will prepare a Site Observation Report (SOR) at the end of the PEP discussing successful completion of the PEP. SOR will be submitted to the City Biologist electronically. This scope assumes 8 hours of monitoring (four 2-hour days), 8 hours for SOR preparation, plus 3 hours of coordination time.

**Cost: \$9,502.42**

Table 2 Proposed Task 4 Effort Breakdown for 120-Day PEP Maintenance, Monitoring, and Reporting Activities	
Task 4 Effort Breakdown	Cost
<b>Labor Effort</b>	
Weed Maintenance and Erosion Control Maintenance	\$4,732.96
Hand Watering	\$1,911.56
Biological Monitoring and Reporting	\$2,533.90
<i>Total Labor Cost</i>	<b>\$9,178.42</b>
<b>Expenses</b>	
Weed Maintenance and Erosion Control Maintenance	\$74.00
Hand Watering	\$250.00
<i>Total Expense Cost</i>	<b>\$324.00</b>
<b>Total Cost</b>	<b>\$9,502.42</b>

## SCOPE OF WORK

Casita Way Emergency Storm Drain Replacement Revegetation Project  
City of San Diego Public Works Department

RECON P8677  
Rev. May 11, 2017

### **Task 5: 25-Month Maintenance, Monitoring, and Reporting Activities**

**Weed Maintenance.** RECON will provide weed maintenance quarterly or as needed during the 25-month Maintenance period. Scheduling of weed maintenance visits will be weather dependent and will be conducted based on the results of qualitative monitoring. Weed maintenance will include manual and/or chemical treatment. This cost includes herbicide and assumes 8 visits, totaling up to 192 hours of labor, plus up to 8 additional hours for coordination and supervision of field crew activities.

**Hand Watering.** RECON will apply supplemental irrigation throughout the site, as needed and depending on weather conditions. RECON will provide up to 40 labor hours (approximately 5 visits) to hand water the site using a water truck and hoses. Watering will only be conducted during the first 12 months of the 25-month Maintenance period and will be conducted to support native species germinating from the hydroseed application. RECON will provide up to an additional 10 hours for planning, checking weather forecasts, and coordination and supervision of field crew activities.

**Erosion Control Maintenance.** RECON will provide a maintenance crew to repair or replace BMPs as needed. Accumulated sediment will be removed from behind fiber rolls and damaged or non-functioning fiber rolls will be repaired or replaced. Minor rills and gullies will be repaired using on-site materials. Substantial erosion damage resulting from factors beyond RECON's control may require use of contingency funds. This effort includes a total of up to 16 labor hours, plus an additional 1 hour for coordination and supervision of field crew activities.

**Biological Revegetation Monitoring and Reporting.** RECON will provide QBM(s) to conduct quarterly qualitative biological monitoring during the 25-month maintenance and monitoring period. The QBM will conduct photo documentation and note native and non-native plant species and cover, germination of native plants, and any other issues such as vandalism, trash, or site protection needs. In addition, the biologist will provide direction to the maintenance crew supervisor for weed control and irrigation needs. RECON will prepare quarterly SORs during the 25-month maintenance and monitoring period (eight total). The final SOR submitted will include discussion of the successful completion of the project. SORs will be submitted to the City Biologist electronically. This scope assumes 16 hours of monitoring (eight 2-hour days), 24 hours for SOR preparation (3 hours each), plus 4 hours of coordination time.

Notes: This revegetation maintenance and monitoring cost assumes revegetation success at the end of the 25-month maintenance and monitoring period. If success has not been achieved, the maintenance and monitoring period would be extended until success has been obtained. Additional quarterly maintenance, monitoring, and reporting will be required.

**Cost: \$23,500.19**

SCOPE OF WORK

Casita Way Emergency Storm Drain Replacement Revegetation Project  
 City of San Diego Public Works Department

RECON P8677  
 Rev. May 11, 2017

<b>Table 3</b>	
<b>Proposed Task 5 Effort Breakdown for</b>	
<b>25-Month Maintenance, Monitoring, and Reporting Activities</b>	
<b>Task 4 Effort Breakdown</b>	<b>Cost</b>
<b>Labor Effort</b>	
Weed Maintenance	\$10,963.32
Hand Watering	\$4,778.91
Erosion Control Maintenance	\$1,000.56
Biological Monitoring and Reporting	\$5,988.40
<i>Total Labor Cost</i>	<b>\$22,731.19</b>
<b>Expenses</b>	
Weed Maintenance	\$90.00
Hand Watering	\$625.00
Erosion Control Maintenance	\$54.00
<i>Total Expense Cost</i>	<b>\$769.00</b>
<b>Total Cost</b>	<b>\$23,500.19</b>

**Task 6: Client Coordination/Meetings**

RECON will provide up to 8 hours to attend meetings or provide communication with City staff during project revegetation.

**Cost: \$1,036.80**

**Task 7: Contingency**

A contingency assuming 10 percent of the budget has been allocated to cover unanticipated tasks that might arise. These may include, but are not limited to additional Client coordination, site meetings, unexpected erosion control maintenance, or additional biological monitoring. Contingency costs are intended to be utilized for any additional tasks that are required for the success of the project, but have been specifically structured to include the following task in the event that it is required or recommended by the City:

**Native Container Plant Installation.** If additional vegetative coverage is required, up to 120 one-gallon native container plantings may be installed within the previously impacted areas of the site between the months of November through February of the year following the initial hydroseed application. Native container plantings installed will be irrigated during the maintenance visits performed in conjunction with Task 5 above. Native container plantings will be spaced at approximate eight foot centers in areas that require additional vegetative cover. This cost is estimated at \$3,954.33 and included within the contingency budget.

**Cost: \$4,869.43**

SCOPE OF WORK

Casita Way Emergency Storm Drain Replacement Revegetation Project  
City of San Diego Public Works Department

RECON P8677  
Rev. May 11, 2017

### Total Cost

RECON's estimated total cost to complete these tasks is **\$53,563.72**, including the contingency fund and expenses. The estimated cost excluding the Contingency is \$48,694.29. Work will be performed on a time and materials basis. A detailed breakdown of our cost is provided in Table 4.

<b>Table 4 Proposed Cost Breakdown</b>	
<b>Task</b>	<b>Cost</b>
<b>Labor Effort</b>	
Task 1: Site Meeting	\$572.40
Task 2: Impact Assessment Site Visit and Report	\$4,470.70
Task 3: Revegetation Implementation, Monitoring, and Reporting Activities	\$6,890.00
Task 4: 120-Day Plant Establishment Period Maintenance, Monitoring, and Reporting Activities	\$9,178.42
Task 5: 25-Month Maintenance, Monitoring, and Reporting Activities	\$22,731.19
Task 6: Client Coordination/Meeting	\$1,036.80
<i>Total Labor Cost</i>	<b>\$44,879.51</b>
<b>Expenses</b>	
Task 3: Expense	\$2,721.78
Task 4: Expense	\$324.00
Task 5: Expense	\$769.00
<i>Total Expense Cost</i>	<b>\$3,814.78</b>
Task 7: Contingency	\$4,869.43
<b>Total Cost:</b>	<b>\$53,563.72</b>

### Deliverables

- Post-impact Memo (electronic submittal)
- Revegetation Installation Memo (electronic submittal)
- 120-day PEP Monitoring Monthly Site Observation Reports (SORs) (electronic submittal; includes 1 report)
- 25-month Maintenance and Monitoring Period Quarterly SORs (electronic submittal; includes 8 reports)

Please note that some electronic files will be made available via a file transfer site (FTP) due to the size of figures and report files.

## Schedule

The current anticipated start of implementation is in summer 2017.

<b>Table 5 Proposed Schedule</b>	
Task	Schedule
Task 1: Site Meeting	Conducted on March 2, 2017.
Task 2: Impact Assessment Site Visit and Report	Site visit to be conducted within two weeks of the Notice to Proceed (NTP). Post-impact memo to be submitted within three weeks following the site visit.
Task 3: Site Preparation and Hydroseed Installation, Monitoring, and Reporting Activities	Anticipated to begin activities within 60 days of approval of the revegetation recommendations of the post-impact memo.  Part time biological qualitative monitoring visit will occur following revegetation installation.  Revegetation implementation memo will be submitted at the end of successful installation.
Task 4: 120-day Plant Establishment Period Maintenance, Monitoring, and Reporting Activities	Weed control will occur monthly.  Hand watering will occur as needed, two visits anticipated.  Other necessary maintenance activities (erosion control) will occur monthly or as needed.  Biological qualitative monitoring visits will occur monthly during the PEP.  SOR will be submitted at the end of the PEP.
Task 5: 25-Month Maintenance, Monitoring, and Reporting Activities	Weed control will occur quarterly.  Hand watering will occur as needed and depending on weather conditions, five visits assumed during the first 12 months.  Other necessary maintenance activities (erosion control and irrigation system repair) will occur quarterly or as needed.  Biological qualitative monitoring visits will occur quarterly during years 1 and 2.  SORs will be submitted quarterly during years 1 and 2.
Task 6: Client Coordination/Meetings	RECON will provide up to 8 hours to attend meetings or provide communication with City staff

SCOPE OF WORK

Casita Way Emergency Storm Drain Replacement Revegetation Project  
City of San Diego Public Works Department

RECON P8677  
Rev. May 11, 2017

<b>Table 5 Proposed Schedule</b>	
<b>Task</b>	<b>Schedule</b>
	during revegetation of the site.
Task 7: Contingency	Contingency funds will be used as needed with approval from client, and may include installation of up to 120 one-gallon native container plantings if additional vegetative coverage is required.

**PROPOSAL**

The contractor agrees to the construction of **Revegetation, Maintenance, and Monitoring for Emergency Storm Drain Replacement of 4128 Casita Way**, for the City of San Diego, in accordance with these contract documents for the prices listed below.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS			Task 1: Site Meeting	<del> </del>	\$572.40
2.	1	LS			Task 2: Impact Assessment Site Visit and Report	<del> </del>	\$4,470.70
3.	1	LS			Task 3: Reveg Implementation, Monitoring, and Reporting Activities	<del> </del>	\$6,890.00
4.	1	LS			Task 4: 120-Day Plant Establishment Maintenance, Monitoring, and Reporting Activities	<del> </del>	\$9,178.42
5.	1	LS			Task 5: 25-Month Maintenance, Monitoring, and Reporting Activities	<del> </del>	\$22,731.19
6.	1	LS			Task 6: Client Coordination/Meeting	<del> </del>	\$1,036.80
7.	1	LS			Task 7: Contingency	<del> </del>	\$4,869.43
						TOTAL BASE PRICE:	\$53,563.72



TOTAL PRICE (Items 1 through 7 inclusive) amount written in words:

Fifty-three thousand, five hundred, sixty-three dollars and seventy-two cents

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

Robert Hobbs, Principal

Michael Page, Principal

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


Contractor: RECON Environmental, Inc.

Title: Robert T. MacAller, President & CEO

Business Address: 1927 Fifth Avenue, San Diego, CA 92101

Place of Business: San Diego, CA

Place of Residence: \_\_\_\_\_

Signature: 

- A. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- B. All extensions of the unit prices will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- C. In the case of inconsistency or conflict, between the sums of the Extensions and the total, the sum of the Extensions shall govern.

**EXHIBIT B**

**INTENTIONALLY LEFT BLANK**

**EXHIBIT C**

**NOTICE OF EXEMPTION**

NOTICE OF EXEMPTION

(Check one or both)

TO:  Recorder/County Clerk  
P.O. Box 1750, MS A-33  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101-2400

FROM: City of San Diego  
Public Works Department  
525 B Street, Suite 750, MS908A  
San Diego, CA 92101

Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

Project/WBS No.: 16000025

Project Title: Casita Way Storm Drain Emergency Repair

Project Location-Specific: 4128 and 4132 Casita Way, San Diego, CA 92115

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: A 24-inch diameter corrugated metal pipe (CMP) storm drain has failed and formed a sink hole (measuring 19 feet deep, 18 feet wide, and 20 feet long) spanning the rear yards of the single-family residences located at 4128 and 4132 Casita Way in the Mid-City Communities: Eastern Community Planning Area (Council District 4). There is evidence of the sink hole moving closer to the habitable structures and, unless this storm drain is repaired immediately, there is potential for property damage. Work will include, but is not limited to, geotechnical evaluation, replacement of 210 linear feet (LF) of damaged CMP storm drain (from the inlet at 4128 Casita Way to the cleanout located within the Joan Crock Center) with reinforced concrete pipe (RCP) storm drain, and installation of a new cleanout. All replacement will occur within the existing alignment (previously disturbed soils). The sink hole will be filled to pre-emergency grade and compaction. The contractor will be tasked with diverting any storm water flow throughout the duration of repair work. All staging activities would occur within the developed, public right-of-way. Only non-native ornamental vegetation would be impacted. The project will not impact any environmentally sensitive lands or resources.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego, Public Works Department  
Manuel Gonzalez, Project Manager  
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101  
(619) 533-3471

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c))

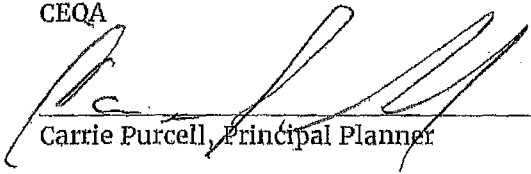
Reasons why project is exempt: The emergency repairs are required in order to protect public health, safety and property. This determination is supported by the expert opinion of the City Engineer. The City of San Diego conducted an environmental review which determined that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section (SEC. 21080(b)(4); 15269 (b)(c)).

Lead Agency Contact Person: Jerry Jakubauskas, Senior Planner Telephone: (619)533-3755

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

  
\_\_\_\_\_  
Carrie Purcell, Principal Planner

2/2/2017  
\_\_\_\_\_  
Date

Check One:  
 Signed By Lead Agency  
 Signed by Applicant

Date Received for Filing with County Clerk or OPR:

**EXHIBIT D**  
**LOCATION MAP**

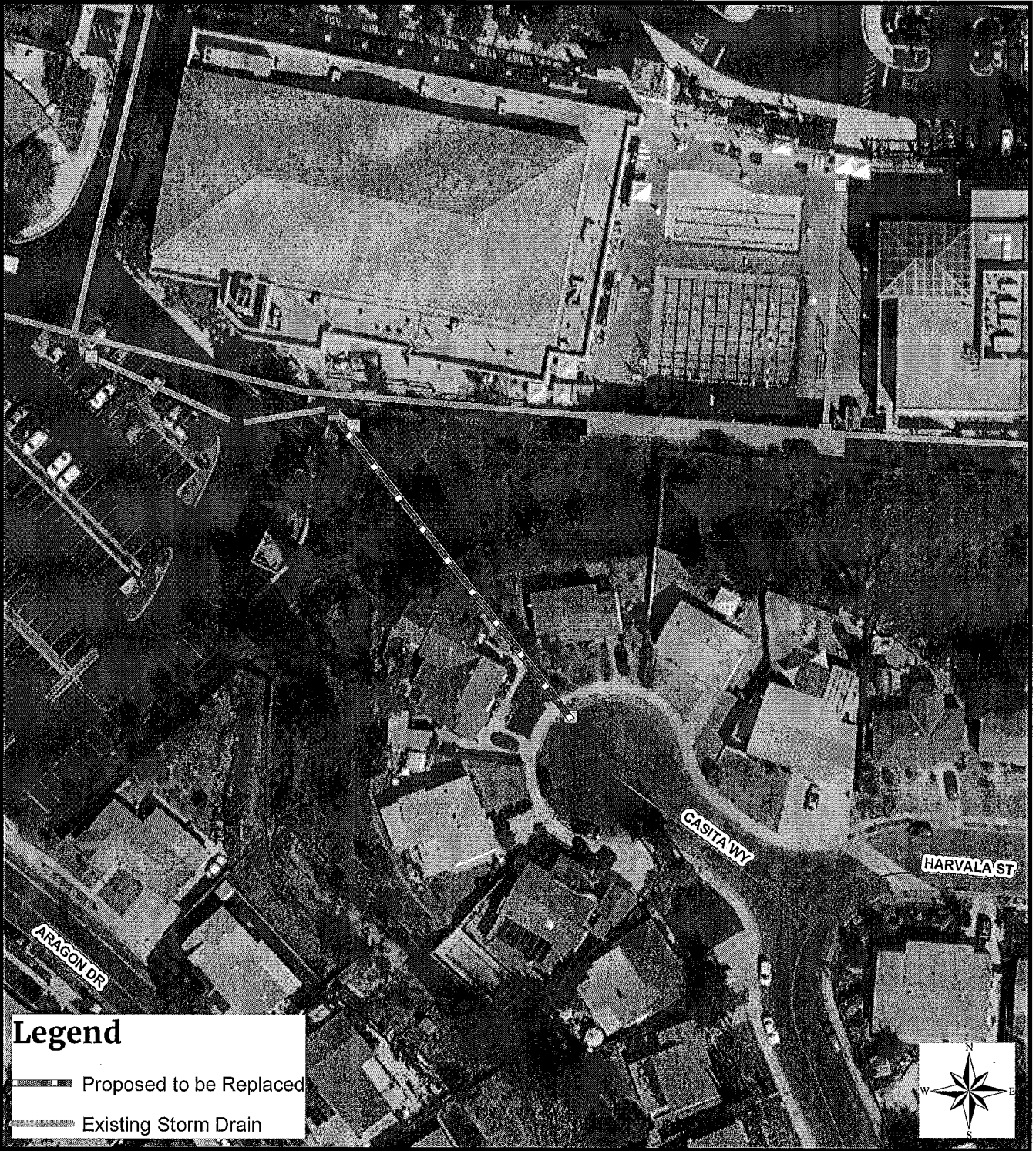
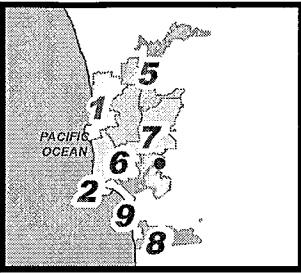
The City of  
**SAN DIEGO** Public Works

**Emergency Storm Drain replacement  
 at 4128 Casita Way**



SENIOR ENGINEER  
 Kris Shackelford  
 619-533-4121

PROJECT MANAGER  
 Manuel Gonzalez  
 619-533-3471

FOR QUESTIONS ABOUT THIS PROJECT  
 Call: 619-533-4207  
 Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

-  Proposed to be Replaced
-  Existing Storm Drain

COMMUNITY NAME: Rolando Park

COUNCIL DISTRICT: 4

SAP ID: B-17107

Date: February 6, 2017

Revegetation, Maintenance and Monitoring for Emergency Storm Drain Replacement of 4128 Casita Way



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**ATTACHMENT B**

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**ATTACHMENT C**

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**ATTACHMENT D**

**PREVAILING WAGES**

## ATTACHMENT D

### PREVAILING WAGES

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

- 1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** 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.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on 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.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**1.9. 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.

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

**ATTACHMENT E**

**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

- 1) The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2) The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  1. General Provisions (A) for all Contracts.

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### **SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:  
The **Normal Working Hours** are 7:30 AM to 3:30 PM.

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

- 2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid.
- 2-5.3.4 Supporting Information.** To the "WHITEBOOK", ADD the following:
2. For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 Days of the NTP.
- 2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

### **SECTION 3 - CHANGES IN WORK**

- 3-5.1 Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**ADD:**

- 3-5.1 Claims.**
1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.

2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

**3-5.1.1 Initiation of Claim.**

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

**3-5.1.1.1 Claim Certification Submittal.**

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
  - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
  - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
  - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
  - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

**3-5.1.2 Initial Determination.**

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.



**3-5.1.3 Settlement Meeting.**

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

**3-5.1.7 City's Final Determination.**

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

**3-5.1.8 Mandatory Assistance.**

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
  - a) Providing professional consultations.
  - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

**3-5.1.8.1 Compensation for Mandatory Assistance.**

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

**3-5.2.3 Selection of Mediator.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.

2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
  - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
  - b) A preference for available dates.
  - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

**3-5.3 Forum of Litigation.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

#### **SECTION 4 - CONTROL OF MATERIALS**

**4-1.3.2 Inspection by the Agency.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

**4-1.3.3 Inspection of Items Not Locally Produced.** To the "WHITEBOOK", DELETE in its entirety.

**ADD:**

**4-1.3.3 Inspection of Items Not Locally Produced.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.

2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
  - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
  - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
  - c) Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

**4-1.3.6 Preapproved Materials.** To the "WHITEBOOK", 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.

**4-1.6 Trade Names or Equals.** To the "WHITEBOOK", ADD the following:

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

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

**SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

**6-1.1 Construction Schedule.** To the "WHITEBOOK", item 20, ADD the following:

The 120 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

**ADD:**

**6-3.2.1.1 Environmental Document.**

1. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Notice of Exemption (NOE)** for **Casita Way Storm Drain Emergency Repair**, as referenced in the Contract Exhibit. You shall comply with all requirements of the **NOE** as set forth in **Exhibit C**.

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

**7-3 INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**7-3 INSURANCE.**

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

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

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

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

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

**7-3.4**

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

**7-3.5**

**Policy Endorsements.**

**7-3.5.1**

**Commercial General Liability Insurance.**

**7-3.5.1.1**

**Additional Insured.**

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

**7-3.5.1.2**

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

- 7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.
- 7-3.5.2 Commercial Automobile Liability Insurance.**
- 7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- 7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 7-3.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- 7-4 NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 7-4 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 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.** To the "WHITEBOOK", ADD the following:

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

**7-20 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

**7-21.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

**ADD:**

**9-3.7 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK" ADD the following:

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



**SECTION 217 - BEDDING AND BACKFILL MATERIALS**

**217-2.2 Stones, Boulders, and Broken Concrete.** To the "GREENBOOK", Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

**TABLE 217-2.2**

<b>Zone</b>	<b>Zone Limits</b>	<b>Maximum Size (greatest dimension)</b>	<b>Backfill Requirements in Addition to 217-2.1</b>
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

**SECTION 304 -METAL FABRICATION AND CONSTRUCTION**

**304-5 PAYMENT.** To the "WHITEBOOK", REVISE section "304-5" to "304-6".

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A - GENERAL REQUIREMENTS**

**4.1 Nondiscrimination in Contracting Ordinance.** To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

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

**CERTIFICATIONS AND FORMS**

## CONTRACTOR CERTIFICATION

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### DRUG-FREE WORKPLACE

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

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

## CONTRACTOR CERTIFICATION

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

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

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

## CONTRACTOR CERTIFICATION

---

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 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.

## CONTRACTOR CERTIFICATION

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### Equal Benefits Ordinance Certification

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

**AFFIDAVIT OF DISPOSAL**

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

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

\_\_\_\_\_  
(Name of Project or Task)

as particularly described in said contract and identified as Contract No. **K-18-1595-SLS-1**; SAP No. (WBS/IO/CC) **B-17107**; 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

COMPANY LETTERHEAD  
**CERTIFICATE OF COMPLIANCE**

---

**Materials and Workmanship Compliance**

For Contract or Task \_\_\_\_\_

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for \_\_\_\_\_, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

**Material Description:**

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_



N/A

**City of San Diego  
Public Works Department, Field Division**

**NOTICE OF MATERIALS TO BE USED**

To: \_\_\_\_\_  
Resident Engineer

Date: \_\_\_\_\_, 20\_\_

You are hereby notified that the materials required for use under Contract No. \_\_\_\_\_  
for construction of \_\_\_\_\_

\_\_\_\_\_ in the City of San Diego, will be obtained from sources herein designated.

<b>CONTRACT ITEM NO. (Bid Item)</b>	<b>KIND OF MATERIAL (Category)</b>	<b>NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)</b>

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

\_\_\_\_\_  
Signature of Supplier

\_\_\_\_\_  
Address

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

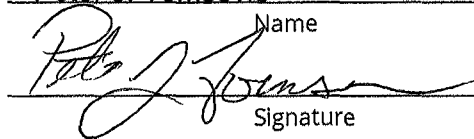
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated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

CHECK ONE BOX ONLY.

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

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

Contractor Name: RECON Environmental, Inc.

Certified By Peter J. Tomsovic Title Vice President & COO  
Name  
  
Signature Date July 25, 2017

**USE ADDITIONAL FORMS AS NECESSARY**

## 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.

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 SDVOSBO	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Hydrospout, Inc.</u> Address: <u>460-A Corporate Dr.</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760.432.8146</u> Email: <u>info@hydrospout.com</u>		C-27: 582303	hydroseed	\$2,505.78	WMBE	CA	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							