

City of San Diego

CONTRACTOR'S NAME: ARRIETA CONSTRUCTION

ADDRESS: PO Box 1299, El Cajon CA 92022

TELEPHONE NO.: (619) 448-7683 FAX NO.: (619) 448-1287

CITY CONTACT: Juan E. Espindola - Contract Specialist, Email: JEEspindola@sandiego.gov

Phone No. (619) 533-3491, Fax No. (619) 533-3633

J.Arcilla/J.Borja/Lad

CONTRACT DOCUMENTS



FOR

ORIGINAL

EMERGENCY CONSTRUCTION SERVICES FOR:
MIRAMAR TRUNK SEWER

RFQ NO.: 5753

BID NO.: K-18-1713-EMR-3

SAP NO. (WBS/IO/CC): B-18100


CLIENT DEPARTMENT: 2000

COUNCIL DISTRICT: 1

PROJECT TYPE: JB

DEPUTY CITY ENGINEER

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



Registered Engineer
For City Engineer

11/14/17

Date

JAVIER...

Seal:



TABLE OF CONTENTS

DESCRIPTION	PAGE NUMBER
1. GENERAL	4
2. AGREEMENT	12
3. EXHIBITS	
• Exhibit A – Drug-Free Workplace Certification	18
• Exhibit B – ADA Compliance Certification	20
• Exhibit C – Contractor Standards - Pledge of Compliance	22
• Exhibit D – Affidavit of Disposal	24
• Exhibit E – Non-Collusion Affidavit	26
• Exhibit F – Contractors Certification of Pending Actions	28
• Exhibit G – Equal Benefits Ordinance Certification of Compliance	30
Equal Pay Ordinance Certification	32
• Exhibit H – Forms	33
• Exhibit I – Supplementary Special Provisions (SSP)	36
• Exhibit J – Intentionally Left Blank	46
• Exhibit K – Contractor’s Compensation Rate Schedule	47
• Exhibit L – Programmatic Environmental Impact Report	49
• Exhibit M – Location Map	56
• Exhibit N – Storm Water Requirements Applicability Checklist	58
• Exhibit O – Advanced Metering Infrastructure (AMI) Device Protection	63

CITY OF SAN DIEGO, CALIFORNIA

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 emergency project at the direction of the City Engineer.
- 1.2. The Work consists of repair and reconstruction of a 24-inch concrete encased trunk sewer. The project will include excavation and repair the exterior encasement, bypass the sewer, and install a CIPP point repair.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 3-2.4, "Agreed Prices" of The GREENBOOK.
- 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 3-3, "EXTRA WORK" of The GREENBOOK and as modified by The WHITEBOOK.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
 - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in paragraph 8.9 of these "General Instructions".
 - 2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:
<https://pro.prismcompliance.com/default.aspx>.
 - 2.1.3. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

3. EQUAL OPPORTUNITY.

- 3.1. For the City's Equal Opportunity Program requirements see Part 10 of the City of San Diego 2015 Whitebook and Exhibit I, Supplementary Special Provisions.

4. **CONTRACT TIME:** The Work shall be completed within **60 Working Days** from the date of issuance of the Notice to Proceed.
5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$750,000.00**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.
6. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: **Class A.**
7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

7.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

7.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage

rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

7.2. Penalties for Violations. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

7.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

7.3.1. Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

7.4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

7.5. Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

7.6. Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7.7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

7.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that

underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

7.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

7.9.2. 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 for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

7.10. Stop Order. For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

7.11. List of all Subcontractors. The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.

7.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

7.12.1. Registration. The Contractor will not be required to register with the DIR

for small projects. (Labor Code section 1771.1

7.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

7.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

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

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

9. INSURANCE REQUIREMENTS:

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

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

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

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

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

13. SAN DIEGO BUSINESS TAX CERTIFICATE: All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.

14. PROPOSAL FORMS: The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

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

16. AWARD OF CONTRACT OR REJECTION OF PROPSALS:

16.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.

- 16.2. The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.
17. **THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **10 Working 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 included in the Bid.
18. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist or in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
19. **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.
20. **CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 20.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 20.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 20.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 20.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 20.5. 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.

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

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

James Nagelvoort, Director
Public Works Department

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
ARRIETA CONSTRUCTION**

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

RECITALS

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

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

AGREEMENT

THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", agrees to ARRIETA CONSTRUCTION, herein called "Contractor" for its time and materials used to construct Miramar Trunk Sewer project ; in the amount not to exceed **750,000.00** DOLLARS *00/100* (\$).

- A. The following are incorporated into this contract as though fully set forth herein:
 - 1. The attached Faithful Performance and Payment Bonds.
 - 2. The attached Proposal included in the Bid documents by the Contractor.
 - 3. Reference Standards listed in the General Instructions and the Supplementary Special Provisions (SSP).
 - 4. That certain documents entitled **Miramar Trunk Sewer** on file in the office of the Public Works Department as Document No. **B-18100** WBS as well as all matters referenced therein.
- B. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Miramar Trunk Sewer**, Bid Number **K-18-1713-EMR-3**, San Diego, California.
- C. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- D. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- E. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- F. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- G. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- H. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- I. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.

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

“Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

- K. Pledge of Compliance may be downloaded at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf

- L. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.

- O. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

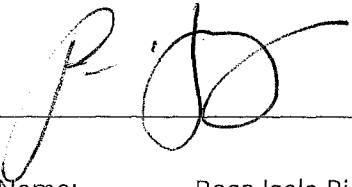
- P. Prior to NTP or as required by the City, the Contractor shall:

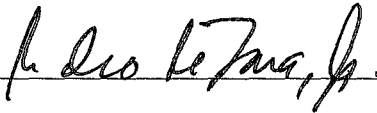
1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
2. Obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By  _____

Mara W. Elliott, City Attorney
By  _____

Print Name: Rosa Isela Riego
Senior Contract Specialist
Public Works Department

Print Name: Pedro De Lara, Jr.
Deputy City Attorney

Date: 01/19/18

Date: 1/22/18

CONTRACTOR

By  _____

Print Name: Wes Wise

Title: President

Date: 01/16/18

City of San Diego License No.: B1974004060

State Contractor's License No.: 259145

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Arrieta Construction, a corporation, as principal, and
Liberty Mutual Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) for the faithful
performance of the annexed contract, and in the sum of **Seven Hundred Fifty Thousand Dollars**
and Zero Cents (\$750,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Miramar Trunk Sewer**, Bid
Number **K-18-1713-EMR-3**, San Diego, California then the obligation herein with respect to a
faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit
of all persons, firms and corporations entitled to file claims under the provisions of Article 2.
Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil
Code of the State of California.

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


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

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

Dated November 30, 2017

Approved as to Form

Arrieta Construction, Inc.
Principal

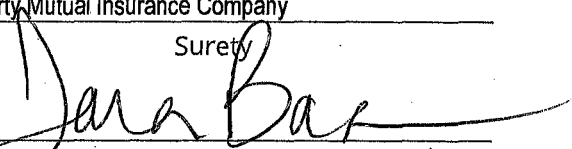
By 

Wes Wise, President
Printed Name of Person Signing for Principal

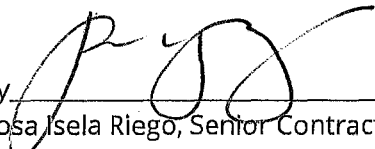
Mara W. Elliott, City Attorney

By 
Deputy City Attorney

Liberty Mutual Insurance Company
Surety

By 
Tara Bacon, Attorney-in-fact

Approved:

By 
Rosa Isela Riego, Senior Contract Specialist
Public Works Department

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

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

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

Premium \$ 6,925.00

Bond No. 024067707

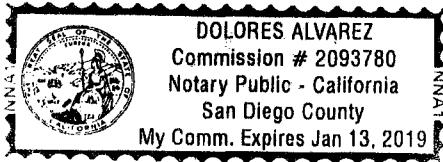
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On 11-30-2017 before me, Dolores Alvarez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared WESLEY WISE
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ whose name ~~(X)~~ is/a ~~(X)~~ subscribed to the within instrument and acknowledged to me that he/~~s~~/~~he~~/~~she~~/~~it~~ executed the same in his/~~h~~/~~er~~/~~their~~ authorized capacity ~~(ies)~~, and that by his/~~h~~/~~er~~/~~their~~ signature ~~(s)~~ on the instrument the person ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ 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 Dolores Alvarez

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

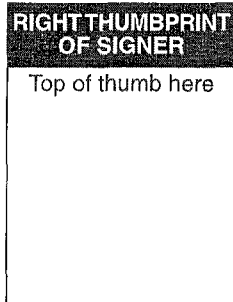
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

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.

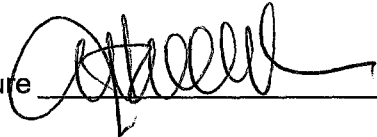
State of California
County of San Diego)

On November 30, 2017 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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

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

Certificate No. 7552524

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

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of November, 2016.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of November, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: Miramar Trunk Sewer

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

Arrieta Construction, Inc.

(Name under which business is conducted)

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

Signed Wes Wise

Printed Name Wes Wise

Title President

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Miramar Trunk Sewer

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

Arrieta Construction, Inc.
(Name under which business is conducted)

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

Signed Wes Wise

Printed Name Wes Wise

Title President

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

[Faint, illegible handwritten text]

EXHIBIT C

CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE

PROJECT TITLE: Miramar Trunk Sewer

I declare under penalty of perjury that I am authorized to make this certification on behalf of Arrieta Construction, Inc., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, "Contractor Standards", of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

Dated this 16th Day of January, 2018.

Signed 

Printed Name Wes Wise

Title President

EXHIBIT D

AFFIDAVIT OF DISPOSAL

EXHIBIT D

AFFIDAVIT OF DISPOSAL

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

Miramar Trunk Sewer

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-18-1713-EMR-3**; SAP No. (WBS/IO/CC) **B-18100**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

_____ Contractor

by

ATTEST:

State of _____

County of _____

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

Notary Public in and for said County and State

EXHIBIT E

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

EXHIBIT E

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

State of California)
County of San Diego) ss.

Wes Wise, being first duly sworn, deposes and says that he or she is President of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed: *Wes Wise*

Title: Wes Wise, President

Subscribed and sworn to before me this 16th day of January, 2018

Dolores Alvarez
Dolores Alvarez, Notary Public

(SEAL)

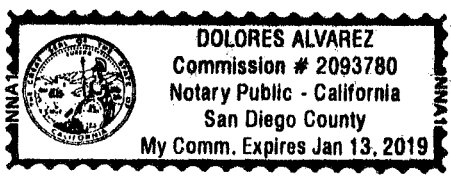


EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

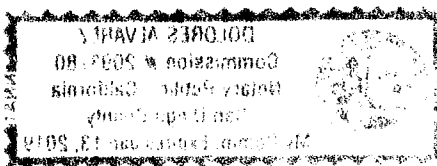


EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Arrieta Construction, Inc.

Certified By Wes Wise Title President

Name

Wes Wise

Signature

Date 01/16/18

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT G

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION		
Company Name: Arrieta Construction, Inc.	Contact Name: Dolores Alvarez	
Company Address: P.O. Box 1299, El Cajon, CA 92022	Contact Phone: 619-590-0929	
	Contact Email:	
CONTRACT INFORMATION		
Contract Title: Miramar Trunk Sewer	Start Date: 10/30/17	
Contract Number (if no number, state location): K-18-1713-EMR-3	End Date: 12/01/17	
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS		
The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:		
<ul style="list-style-type: none"> ■ Contractor shall offer equal benefits to employees with spouses and employees with domestic partners. <ul style="list-style-type: none"> ▪ Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit. ▪ Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner. ■ Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods. ■ Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. ■ Contractor shall submit <i>EBO Certification of Compliance</i>, signed under penalty of perjury, prior to award of contract. 		
NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration .		
CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION		
Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.		
<p><input checked="" type="checkbox"/> I affirm compliance with the EBO because my firm (<i>contractor must select one reason</i>):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Provides equal benefits to spouses and domestic partners. <input type="checkbox"/> Provides no benefits to spouses or domestic partners. <input type="checkbox"/> Has no employees. <input type="checkbox"/> Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired. <p><input type="checkbox"/> I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.</p>		
It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]		
Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.		
Wes Wise, President		01/16/18
Name/Title of Signatory	Signature	Date

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

rev 02/15/2011

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

EXHIBIT H

FORMS

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	DIR Registration Number	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Tunnelworks Services, Inc.</u> Address: <u>13502-H Whittier Blvd 165</u> City: <u>Whittier</u> State: <u>CA</u> Zip: <u>90605</u> Phone: <u>562-201-4036</u> Email: <u>tunnelworksservices@gmail.com</u>	1000020031	Constructor	963734	CIPP	\$6,800.00	None		
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	DIR Registration Number	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ⓐ As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

- ⓑ As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

EXHIBIT I

ATTACHMENT E SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT I

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:
 - a) General Provisions (A) for all Contracts.

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 7:00 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 **AND** 50% of any alternates.

ADD:

- 2-10 AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

- 2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 5 - UTILITIES

5-6 COOPERATION. To the "GREENBOOK", **ADD the following:**

1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-8.3 Warranty. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

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.

7-3.2.3

Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for

cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

- a) Ongoing operations performed by you or on your behalf,
- b) your products, or
- c) premises owned, leased, controlled, or used by you.

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to 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:

Workers' Compensation _____ Statutory Employers Liability

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.

7-5 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

2. The City will obtain, at no cost to you, the following permits:
 - a) CalTrans Permit, after construction
 - b) MTS/NCTD Permit

7-13.4 Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
4. You may access the Pledge of Compliance at:
http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf
5. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004: The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8 Equal Pay Ordinance.

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

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 exhibit, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

**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)

EXHIBIT J

INTENTIONALLY LEFT BLANK

EXHIBIT K

CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT K

CONTRACTOR'S COMPENSATION RATE SCHEDULE



LABOR RATES SHEET FOR "MIRAMAR TRUNK SEWER EMERGENCY REPAIR PROJECT"

Labor Classification	Regular Time	Overtime	Doubletime
SUPERINTENDENT / PROJECT MANAGER	\$121.00	\$167.00	\$219.00
FOREMAN	\$117.00	\$156.00	\$195.00
OPERATOR / OILER	\$115.00	\$152.00	\$189.00
PIPELAYER / LABORER	\$85.00	\$111.00	\$138.00
TRUCK DRIVER	\$86.00	\$105.00	\$123.00

Labor Rate Sheet Dated: 11.8.17

Labor Rates Include Mark-Up

EXHIBIT L

PROGRAMMATIC ENVIRONMENTAL IMPACT REPORT

CITY OF SAN DIEGO
MEMORANDUM

DATE: October 30, 2017

TO: Dirk Smith, Senior Planner, Public Utilities Department

SUBJECT: Consistency Review Approval for the – **Rose Canyon Emergency Sewer Repair** – (Project), under the Canyon Sewer Cleaning Program and Long Term Sewer Maintenance Program (Program) Master Site Development Permit (SDP) No. 13507/Coastal Development Permit (CDP) No. 13506, and Programmatic Environmental Impact Report (PEIR) No. 42-0077.

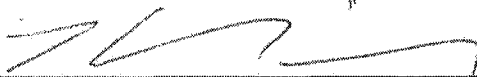
Under the authority of the CEQA Authority MOU (July 30, 2015) the Public Utilities Department has completed a consistency review for the subject project, and has determined, in accordance with CEQA Section 15162, the Project is consistent with the general intent, terms, and conditions of the Program PEIR No. 42-0077. All applicable and relevant conditions and findings of approval as specified in the approved PEIR No. 42-0077, shall remain in full effect for this site, unless otherwise specified. All project issues and mitigation for significant impacts have been adequately addressed pursuant to CEQA for the proposed project.



Signature

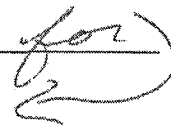
Keli Balo, Project Officer
Public Utilities Department

The Development Services Department has completed a consistency review for the Project, and has determined, the Project is consistent with the general intent, terms, and conditions of the Master SDP No. 13507/ CDP No. 13506. In addition, the Development Services Department has determined the Project is consistent with other applicable regulations, development standards and guidelines of the Municipal Code in effect for the site. All applicable and relevant conditions and findings of approval as specified in the approved Master SDP No. 13507/CDP No. 13506, shall remain in full effect for this site, unless otherwise specified by the Development Services Department.



Signature

Angela Nazareno, Development Project Manager
Development Services Department



HELENE DESYER

MEMORANDUM
Request for Consistency Review

The Public Utilities Department requests the preparation of a Consistency Review for the Rose Canyon Emergency Sewer Repair Project under the Master Canyon Sewer Permit 013507 and Canyon Sewer Program PEIR No. 42-0077.

Please see the following project description and attached project information (map and photos) to assist you in preparation of the analysis.

Project Location

The Rose Canyon Emergency Sewer Repair Project is located in Rose Canyon, University Community Planning area and on MCAS Miramar Land, in the vicinity of I-805 (repair just west of and access just east of the freeway), San Diego, California (Council District 1, Thomas Bros. Guide Page 1228 F4, Sewer Field Book Page E08S). Most access and repair activities are not in but may occur within the MHPA.

Project Description

A SDG&E contractor created a hole in the 24-inch Miramar Trunk Sewer pipe (FSN 16523) while drilling to install a new electrical pole on 10/24/17. The 24-inch pipe is vitrified clay, lined (CIPP), and concrete encased and was hit by an eight-inch auger bit 31 feet upstream of manhole 58. The pipe is operational, however, emergency work to repair the pipe will begin the week of 10/30/17 because sewage could exit the hole at any time. If sewage exits the hole it would enter Rose Canyon Creek and possibly Mission Bay. If sewage reaches Rose Canyon Creek and Mission Bay (public water) it could cause a significant environmental impact, threatening wildlife habitat, and public health and safety.

The work will be completed by a City of San Diego contractor and may take approximately one-month to complete. The work entail excavating and repairing the exterior encasement, bypassing the sewer, and installing a CIPP point repair. The estimated size of the trench to repair the exterior/encasement is approximately four to six-feet wide by 16 to 18-feet long all occurring in the previous disturbed area of the Miramar Trunk Sewer. In addition to the trench area needed to repair the pipe, an additional approximate 30-feet by 40-feet area will be needed to place/stockpile spoils from the trench to the south or uphill of the trench/work area.

Environmental monitoring will occur to help avoid and minimize impacts to the adjacent habitat and from any cultural resources in the course of the work.

Methods

A site visit was performed by City staff and Rocks Biological on 10/25/17, monitoring occurred for access path improvements by Rocks Biological on 10/26/27, a site visit by City staff and Helix Environmental occurred on 10/27/17, and then site assessments by Helix and Rocks

occurred on 10/30/17 to analyze current conditions and potential impacts to environmental resources within and adjacent to the project area before the emergency repair work began. Both Helix and Rocks will provide on-site biological monitoring and Helix will provide archaeology monitoring (if necessary) for all the days monitoring is necessary for the work that is being performed.

Existing Conditions

The project area is located in a canyon that contains the work site and a sewer infrastructure access path and both have been previously disturbed by human activity from the original installation of the sewer line and other utilities in the area with the exception of native vegetation (Coastal Sage Scrub and Scrub Oak Chaparral) for the spoils area.

Impacts

It is anticipated that temporary impacts would occur to both the Coastal Sage Scrub and Scrub Oak Chaparral from the emergency work that would occur mostly from deposition of spoils. Monitoring will be performed to document any impact from the work whether it is related to biology or archaeology.

Mitigation and Restoration

A post impact biological assessment and possibly an archaeological assessment be prepared and submitted that will discuss in detail all the repair work, all associated impact, and required mitigation.

Justification Under Program

This emergency repair project is covered under the EIR and consistent with the Program and Master SDP objectives to *provide for the long-term maintenance of canyon sewer infrastructure, recognizing that availability of access to the infrastructure is essential for an effective long-term program, in accordance with Council Policy 400-13.*"

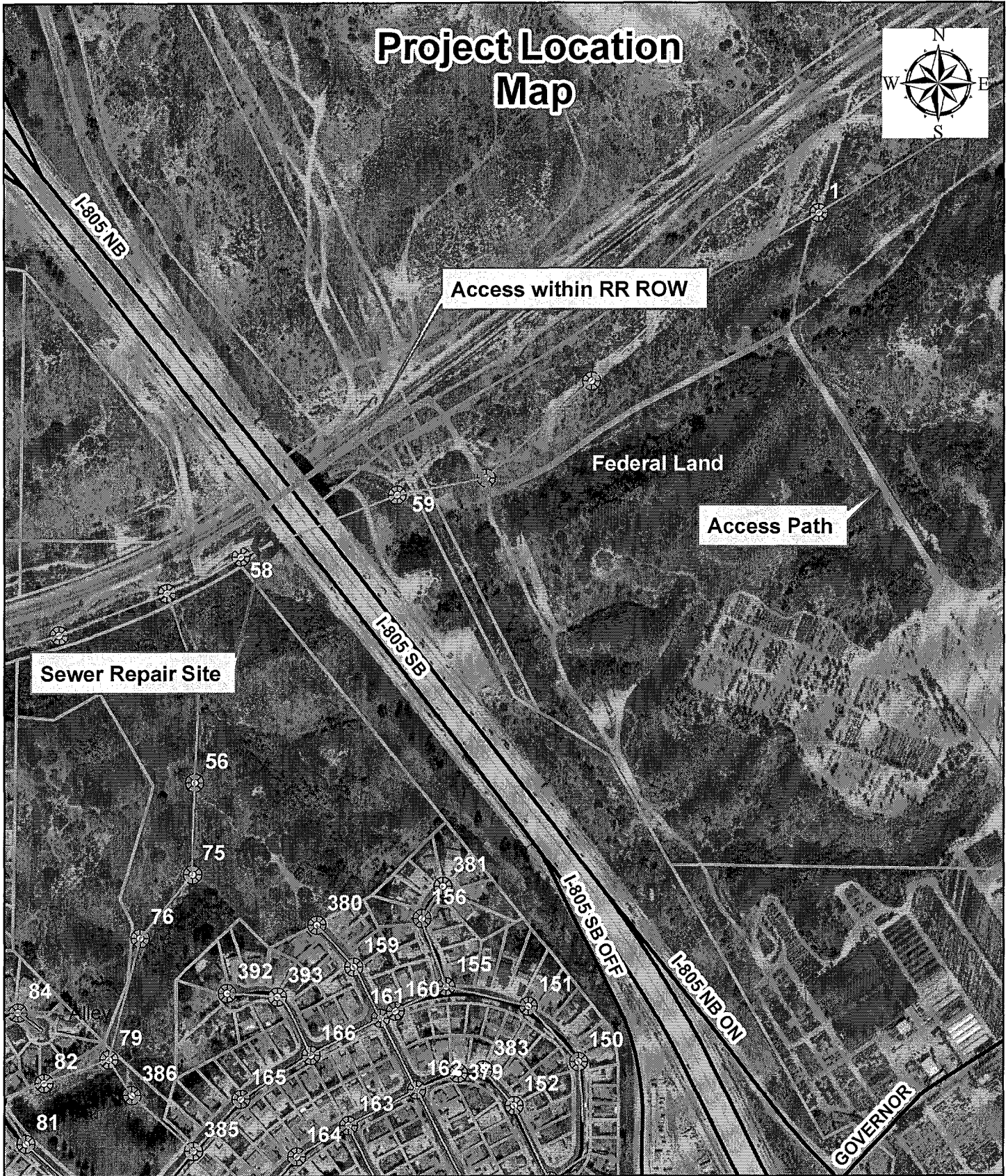
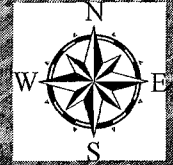
If you have any questions or need additional information, please call me at (858) 614-5277.



Dirk Smith
Senior Planner

Attachments: Project Map
Photographs

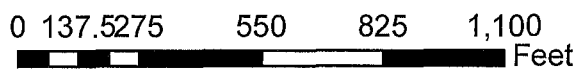
Project Location Map



Legend

- SANGIS.S_MAIN
 - SANGIS.S_MANHOLE
 - SANGIS.ROADS_ALL
 - SANGIS.PARCELS_ALL
- Miramar Trunk Sewer

Rose Canyon Emergency Sewer Repair



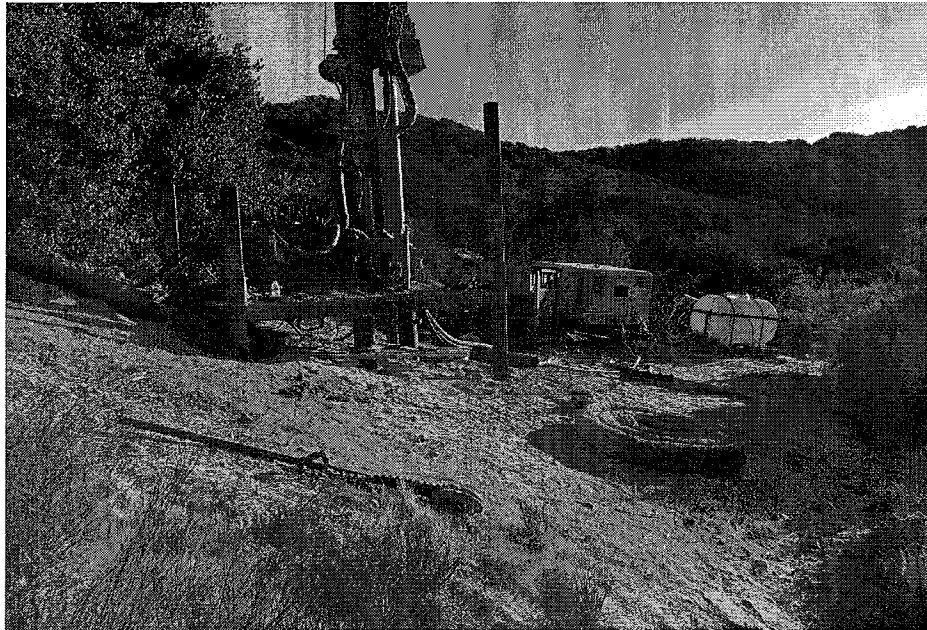


Photo 1 (10/25/17): looking southwest at repair site with drill equipment still in place that damaged the 21-inch Miramar Trunk Sewer pipe. This same area will be used to excavate and repair the pipe. The spoils area is just south of the drill equipment in native vegetation.

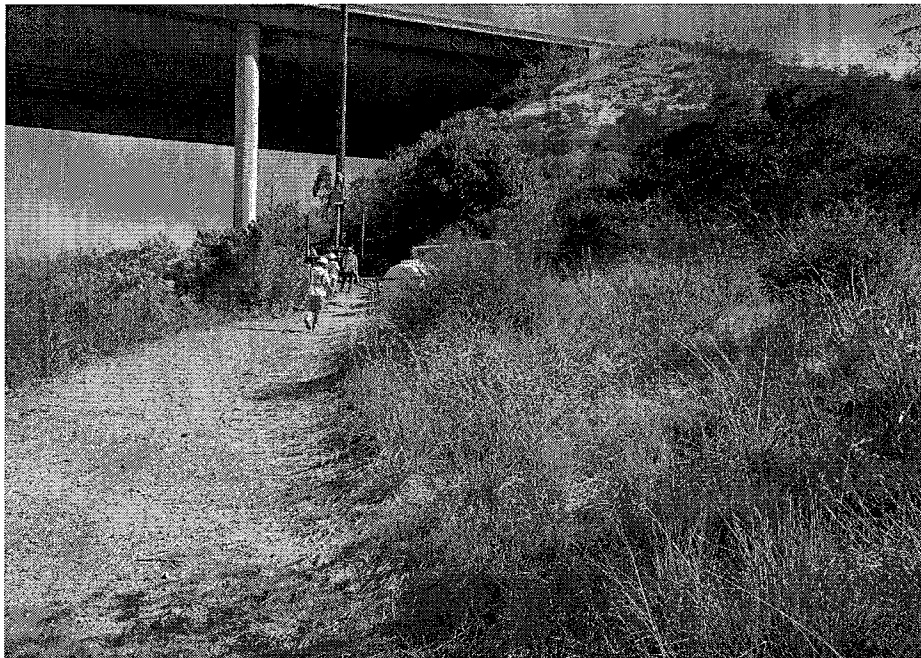


Photo 2 (10/27/17): looking east at the spoils area (to the right and south of the access path) before impact. Rose Creek is to the left and just north of the access path.



Photo 3 (10/27/17): looking west from repair site at Rose Creek

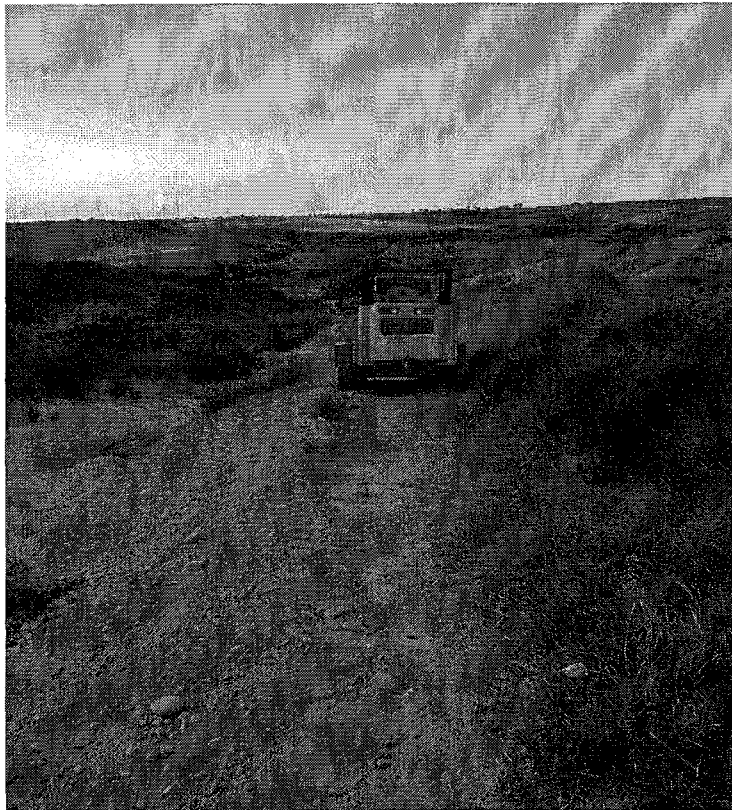


Photo 4 (10/25/17): looking north at access path from the Village Nursey. Improvements to path were conducted on 10/25/17 and 10/26/17 so the CCTV truck and construction equipment can access the repair site.

EXHIBIT M

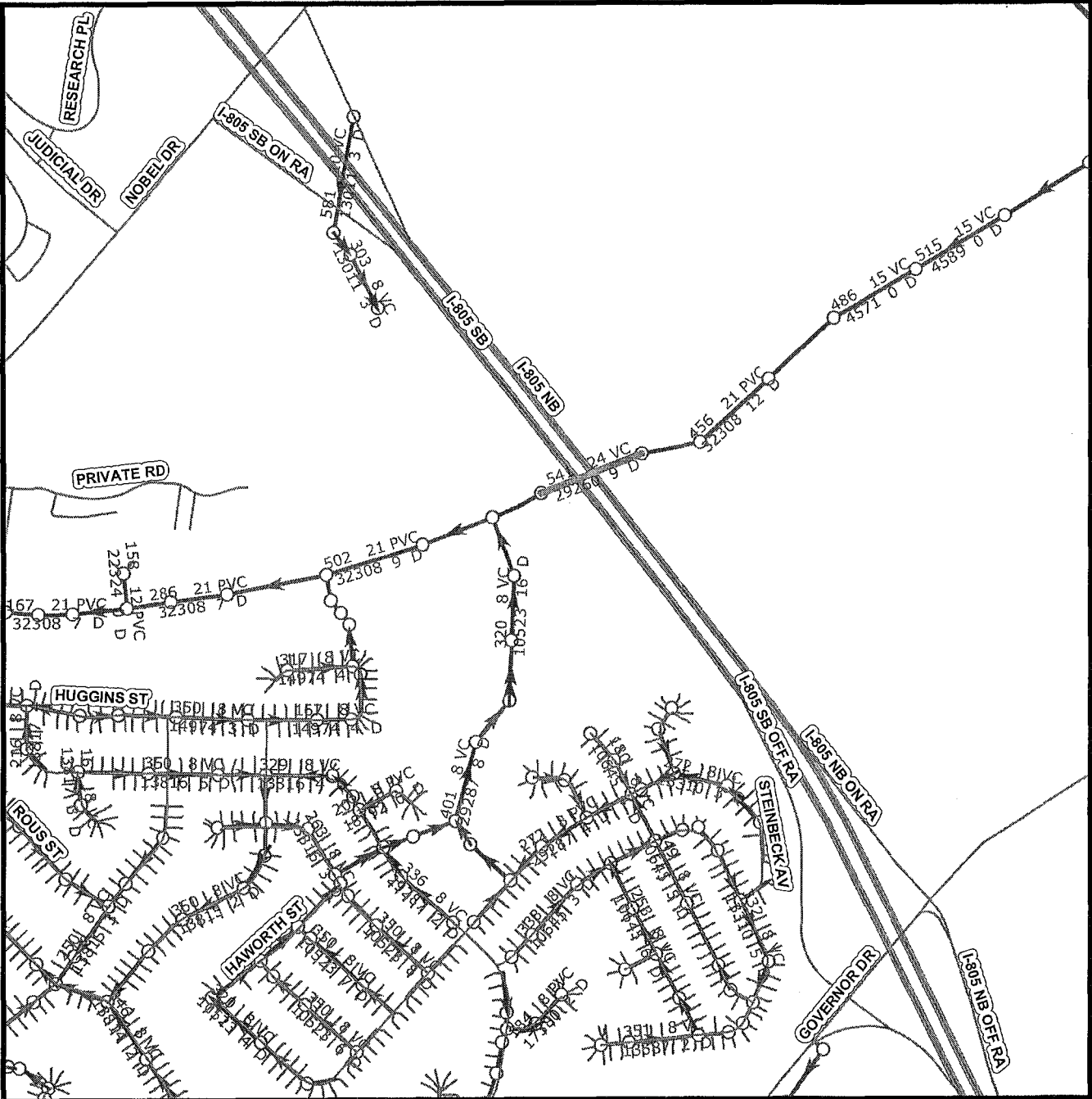
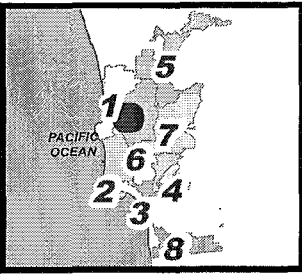
LOCATION MAP

**MIRAMAR TRUNK SEWER REPAIR
EMERGENCY PROJECT**

SENIOR ENGINEER
JONG CHOI
(619) 533-5493

PROJECT MANAGER
JESS ARCILLAS
(619) 533-4625

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

— Miramar_Trunk_Sewer_Repair

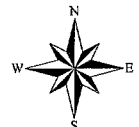


EXHIBIT N

STORM WATER REQUIREMENTS APPLICABILITY CHECKLIST



City of San Diego
Development Services
1222 First Ave., MS-302
San Diego, CA 92101
(619) 446-5000

Storm Water Requirements Applicability Checklist

FORM
DS-560
OCTOBER 2016

Project Address: **805 freeway and Governor Dr**

Project Number (for City Use Only):

SECTION 1. Construction Storm Water BMP Requirements:

All construction sites are required to implement construction BMPs in accordance with the performance standards in the Storm Water Standards Manual. Some sites are additionally required to obtain coverage under the State Construction General Permit (CGP)¹, which is administered by the State Water Resources Control Board.

For all projects complete PART A: If project is required to submit a SWPPP or WPCP, continue to PART B.

PART A: Determine Construction Phase Storm Water Requirements.

1. Is the project subject to California's statewide General NPDES permit for Storm Water Discharges Associated with Construction Activities, also known as the State Construction General Permit (CGP)? (Typically projects with land disturbance greater than or equal to 1 acre.)

Yes; SWPPP required, skip questions 2-4 No; next question

2. Does the project propose construction or demolition activity, including but not limited to, clearing, grading, grubbing, excavation, or any other activity resulting in ground disturbance and contact with storm water runoff?

Yes; WPCP required, skip 3-4 No; next question

3. Does the project propose routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility? (Projects such as pipeline/utility replacement)

Yes; WPCP required, skip 4 No; next question

4. Does the project only include the following Permit types listed below?

- Electrical Permit, Fire Alarm Permit, Fire Sprinkler Permit, Plumbing Permit, Sign Permit, Mechanical Permit, Spa Permit.
- Individual Right of Way Permits that exclusively include only ONE of the following activities: water service, sewer lateral, or utility service.
- Right of Way Permits with a project footprint less than 150 linear feet that exclusively include only ONE of the following activities: curb ramp, sidewalk and driveway apron replacement, pot holing, curb and gutter replacement, and retaining wall encroachments.

Yes; no document required

Check one of the boxes below, and continue to PART B:

- If you checked "Yes" for question 1, a **SWPPP is REQUIRED. Continue to PART B**
- If you checked "No" for question 1, and checked "Yes" for question 2 or 3, a **WPCP is REQUIRED**. If the project proposes less than 5,000 square feet of ground disturbance AND has less than a 5-foot elevation change over the entire project area, a Minor WPCP may be required instead. **Continue to PART B.**
- If you checked "No" for all questions 1-3, and checked "Yes" for question 4 **PART B does not apply and no document is required. Continue to Section 2.**
- Minor WPCP

1. More information on the City's construction BMP requirements as well as CGP requirements can be found at: www.sandiego.gov/stormwater/regulations/index.shtml

Printed on recycled paper. Visit our web site at www.sandiego.gov/development-services.

Upon request, this information is available in alternative formats for persons with disabilities.

DS-560 (10-16)

PART B: Determine Construction Site Priority

This prioritization must be completed within this form, noted on the plans, and included in the SWPPP or WPCP. The city reserves the right to adjust the priority of projects both before and after construction. Construction projects are assigned an inspection frequency based on if the project has a "high threat to water quality." The City has aligned the local definition of "high threat to water quality" to the risk determination approach of the State Construction General Permit (CGP). The CGP determines risk level based on project specific sediment risk and receiving water risk. Additional inspection is required for projects within the Areas of Special Biological Significance (ASBS) watershed. **NOTE:** The construction priority does **NOT** change construction BMP requirements that apply to projects; rather, it determines the frequency of inspections that will be conducted by city staff.

Complete PART B and continued to Section 2

1. **ASBS**
a. Projects located in the ASBS watershed.
2. **High Priority**
a. Projects 1 acre or more determined to be Risk Level 2 or Risk Level 3 per the Construction General Permit and not located in the ASBS watershed.
b. Projects 1 acre or more determined to be LUP Type 2 or LUP Type 3 per the Construction General Permit and not located in the ASBS watershed.
3. **Medium Priority**
a. Projects 1 acre or more but not subject to an ASBS or high priority designation.
b. Projects determined to be Risk Level 1 or LUP Type 1 per the Construction General Permit and not located in the ASBS watershed.
4. **Low Priority**
a. Projects requiring a Water Pollution Control Plan but not subject to ASBS, high, or medium priority designation.

SECTION 2. Permanent Storm Water BMP Requirements.

Additional information for determining the requirements is found in the Storm Water Standards Manual.

PART C: Determine if Not Subject to Permanent Storm Water Requirements.

Projects that are considered maintenance, or otherwise not categorized as "new development projects" or "redevelopment projects" according to the Storm Water Standards Manual are not subject to Permanent Storm Water BMPs.

If "yes" is checked for any number in Part C, proceed to Part F and check "Not Subject to Permanent Storm Water BMP Requirements".

If "no" is checked for all of the numbers in Part C continue to Part D.

1. Does the project only include interior remodels and/or is the project entirely within an existing enclosed structure and does not have the potential to contact storm water? Yes No
2. Does the project only include the construction of overhead or underground utilities without creating new impervious surfaces? Yes No
3. Does the project fall under routine maintenance? Examples include, but are not limited to: roof or exterior structure surface replacement, resurfacing or reconfiguring surface parking lots or existing roadways without expanding the impervious footprint, and routine replacement of damaged pavement (grinding, overlay, and pothole repair). Yes No

PART D: PDP Exempt Requirements.

PDP Exempt projects are required to implement site design and source control BMPs.

If "yes" was checked for any questions in Part D, continue to Part F and check the box labeled "PDP Exempt."

If "no" was checked for all questions in Part D, continue to Part E.

1. Does the project ONLY include new or retrofit sidewalks, bicycle lanes, or trails that:

- Are designed and constructed to direct storm water runoff to adjacent vegetated areas, or other non-erodible permeable areas? Or;
- Are designed and constructed to be hydraulically disconnected from paved streets and roads? Or;
- Are designed and constructed with permeable pavements or surfaces in accordance with the Green Streets guidance in the City's Storm Water Standards manual?

Yes; PDP exempt requirements apply No; next question

2. Does the project ONLY include retrofitting or redeveloping existing paved alleys, streets or roads designed and constructed in accordance with the Green Streets guidance in the City's Storm Water Standards Manual?

Yes; PDP exempt requirements apply No; project not exempt.

PART E: Determine if Project is a Priority Development Project (PDP).

Projects that match one of the definitions below are subject to additional requirements including preparation of a Storm Water Quality Management Plan (SWQMP).

If "yes" is checked for any number in PART E, continue to PART F and check the box labeled "Priority Development Project".

If "no" is checked for every number in PART E, continue to PART F and check the box labeled "Standard Development Project".

1. **New Development that creates 10,000 square feet or more of impervious surfaces collectively over the project site.** This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land.

Yes No

2. **Redevelopment project that creates and/or replaces 5,000 square feet or more of impervious surfaces on an existing site of 10,000 square feet or more of impervious surfaces.** This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land.

Yes No

3. **New development or redevelopment of a restaurant.** Facilities that sell prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC 5812), and where the land development creates and/or replace 5,000 square feet or more of impervious surface.

Yes No

4. **New development or redevelopment on a hillside.** The project creates and/or replaces 5,000 square feet or more of impervious surface (collectively over the project site) and where the development will grade on any natural slope that is twenty-five percent or greater.

Yes No

5. **New development or redevelopment of a parking lot that creates and/or replaces 5,000 square feet or more of impervious surface (collectively over the project site).**

Yes No

6. **New development or redevelopment of streets, roads, highways, freeways, and driveways.** The project creates and/or replaces 5,000 square feet or more of impervious surface (collectively over the project site).

Yes No

- 7. **New development or redevelopment discharging directly to an Environmentally Sensitive Area.** The project creates and/or replaces 2,500 square feet of impervious surface (collectively over project site), and discharges directly to an Environmentally Sensitive Area (ESA). "Discharging directly to" includes flow that is conveyed overland a distance of 200 feet or less from the project to the ESA, or conveyed in a pipe or open channel any distance as an isolated flow from the project to the ESA (i.e. not commingled with flows from adjacent lands). Yes No
- 8. **New development or redevelopment projects of a retail gasoline outlet (RGO) that create and/or replaces 5,000 square feet of impervious surface.** The development project meets the following criteria: (a) 5,000 square feet or more or (b) has a projected Average Daily Traffic (ADT) of 100 or more vehicles per day. Yes No
- 9. **New development or redevelopment projects of an automotive repair shops that creates and/or replaces 5,000 square feet or more of impervious surfaces.** Development projects categorized in any one of Standard Industrial Classification (SIC) codes 5013, 5014, 5541, 7532-7534, or 7536-7539. Yes No
- 10. **Other Pollutant Generating Project.** The project is not covered in the categories above, results in the disturbance of one or more acres of land and is expected to generate pollutants post construction, such as fertilizers and pesticides. This does not include projects creating less than 5,000 sf of impervious surface and where added landscaping does not require regular use of pesticides and fertilizers, such as slope stabilization using native plants. Calculation of the square footage of impervious surface need not include linear pathways that are for infrequent vehicle use, such as emergency maintenance access or bicycle pedestrian use, if they are built with pervious surfaces or if they sheet flow to surrounding pervious surfaces. Yes No

PART F: Select the appropriate category based on the outcomes of PART C through PART E.

- 1. The project is **NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS.**
- 2. The project is a **STANDARD DEVELOPMENT PROJECT.** Site design and source control BMP requirements apply. See the Storm Water Standards Manual for guidance.
- 3. The project is **PDP EXEMPT.** Site design and source control BMP requirements apply. See the Storm Water Standards Manual for guidance.
- 4. The project is a **PRIORITY DEVELOPMENT PROJECT.** Site design, source control, and structural pollutant control BMP requirements apply. See the Storm Water Standards Manual for guidance on determining if project requires a hydromodification plan management

Jong Choi

Senior Engineer - Civil

Name of Owner or Agent (Please Print)

Title

Signature



Date

11/15/17

EXHIBIT O

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

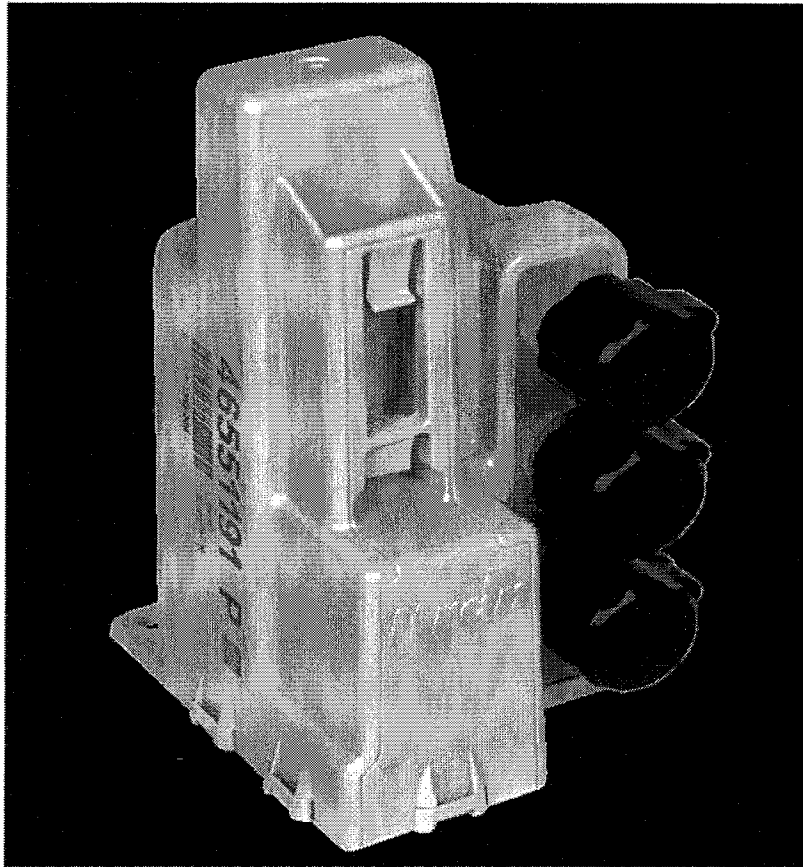
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



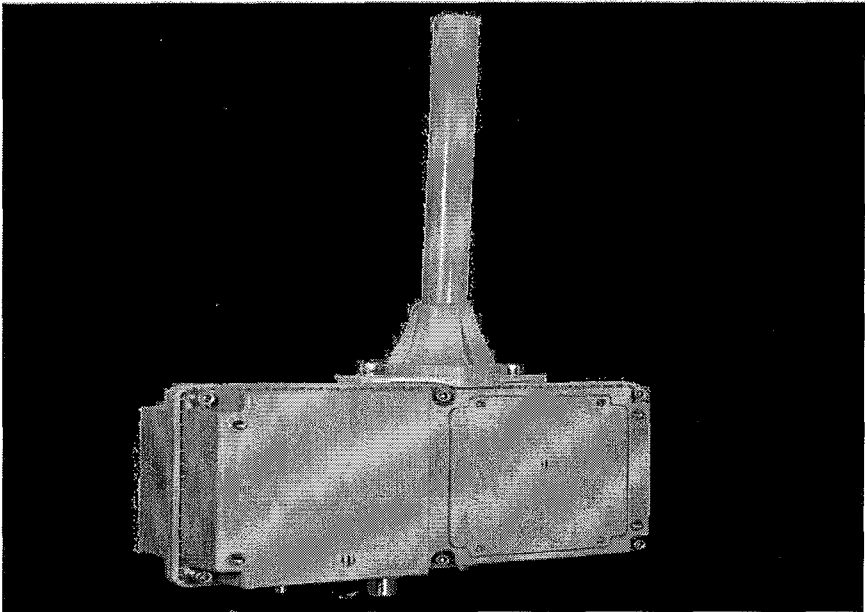
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



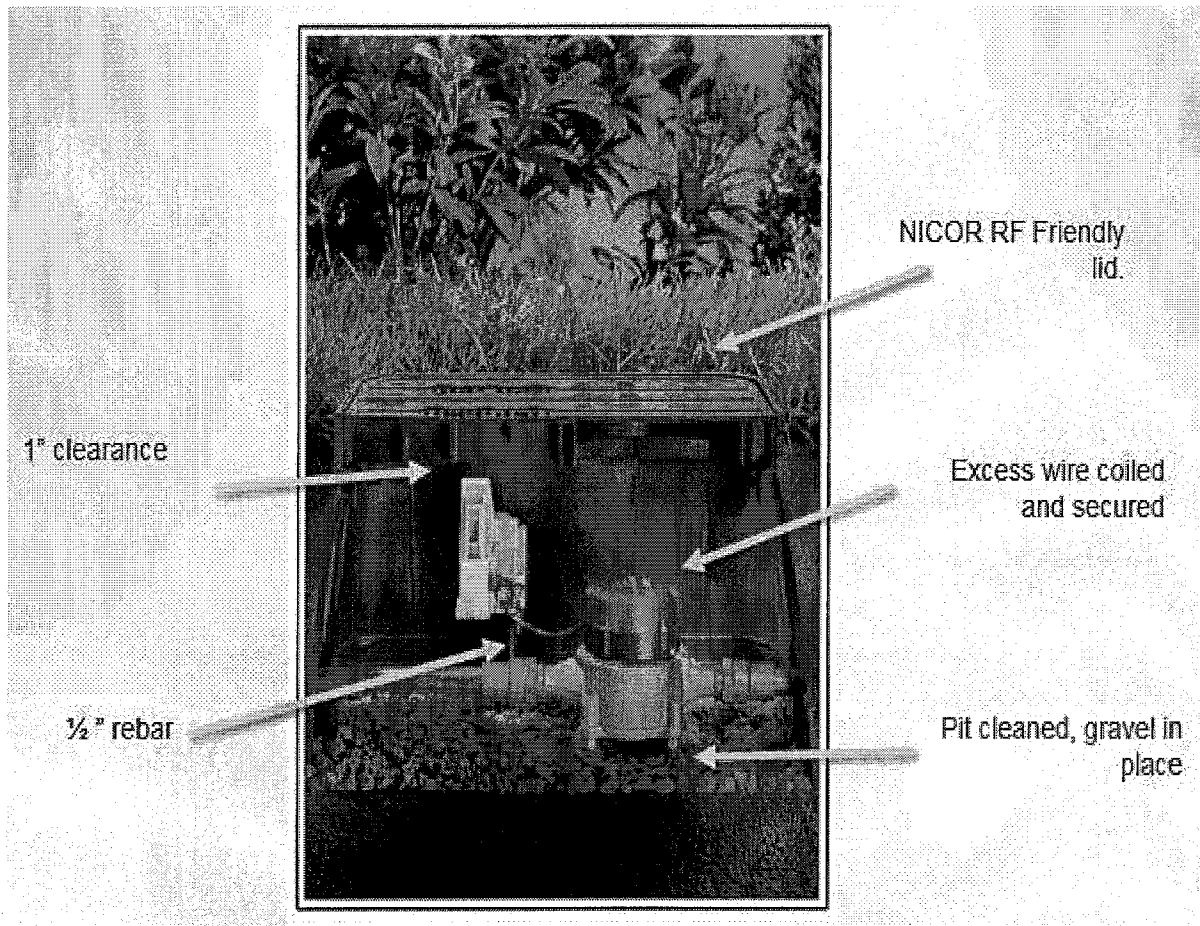
Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

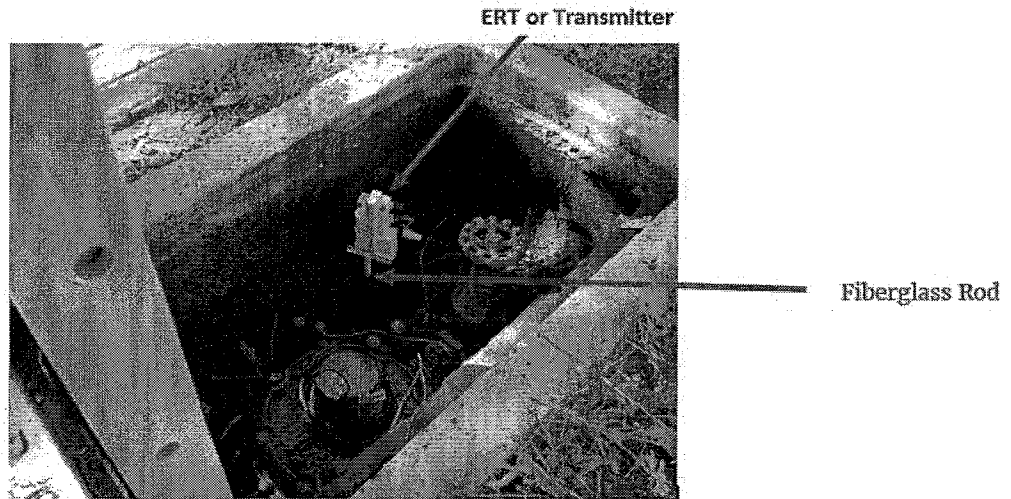


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6

The antenna was drilled into the lid and now it is removed



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.