

City of San Diego

CONTRACTOR'S NAME: Dudek
ADDRESS: 605 Third Street, Encinitas, California, 92024
TELEPHONE NO.: 760-942-5147 **FAX NO.:** _____
CITY CONTACT: Antoinette Sanfilippo, Contract Specialist **Email:** ASanfilippo@sandiego.gov
Phone No. (619) 533-3439
S. Paver / R. Bustamante / LJI

CONTRACT DOCUMENTS

FOR

SOLE-SOURCE CONSTRUCTION SERVICES FOR WETLAND RESTORATION AND BIOLOGICAL MONITORING SERVICES FOR THE FAMOSA SLOUGH OFF-SITE SALT MARSH MITIGATION SITE



BID NO.: K-18-1768-SLS-1
SAP NO. (WBS/IO/CC): S-00605
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 2
PROJECT TYPE: CB

ENGINEER OF WORK

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



For City Engineer

6-21-18

Date

Seal



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GENERAL

1. DESCRIPTION OF WORK:

1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this project at the direction of the City Engineer.

1.2. The project includes: remedial restoration design and biological monitoring for the Famosa Slough Off-Site Salt Marsh Mitigation Site as described in **Exhibit E**.

Remedial work includes: conducting a soils treatment pilot study within the problematic areas (Task 1) of which will determine appropriate soil treatment alternatives that will be incorporated into a remedial work plan (Task 2) that formulate a strategy to achieve performance standards of native cover goals within the problematic areas where necessary. Task 3 and 4 will include implementation of Task 2 and include if necessary; export of poor soil and import of native soil, replanting with native container stock, application of salt marsh seed mix, temporary irrigation, biological monitoring, and maintenance of the site to address weeds, trash and other issues that may arise and impede project success.

Dudek shall retain Habitat Restoration Sciences (HRS). HRS shall be retained as a qualified subcontractor to perform all tasks associated with the implementation of salt marsh remediation of the project site including; export/import soil, plant installation, irrigation, and 2 year remedial restoration monitoring and maintenance.

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.

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

3. CONTRACT TIME: The Work, including the plant establishment period, shall be completed within **720 Working Days** from the date of issuance of the NTP unless extended by the Engineer.

4. CONTRACT PRICE: The Contract Price is **\$170,000**. The Contractor shall not perform Work that exceeds this amount, excluding Allowances, without prior written notice from the Engineer that sufficient additional funding has been secured and the work is approved.

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

6. PREVAILING WAGE RATES: Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

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

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

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

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

6.3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its

subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

6.3.1. 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.

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

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

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

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

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

6.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. 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.

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

6.9.2. 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.

6.10. 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.

6.11. 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.

6.12. 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:

6.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

6.12.2. 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).

6.12.3. 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).

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

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

8. INSURANCE REQUIREMENTS:

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

- 8.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements.
- 9. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
- 10. AWARD:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code §22.3007.
- 10.1.** This contract is deemed to be awarded and effective only upon the signing of the Contract by the Mayor or his designee.
- 11. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 12. PROPOSAL FORMS:** The signature of each person signing shall be in longhand.
- 13. AWARD OF CONTRACT:**
- 13.1.** Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.
- 13.2.** The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest of the City.
- 14. THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **10 DAYS** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work.

The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

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

- 15. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.
- 16. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 16.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 16.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 16.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 16.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 16.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 16.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 16.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

AGREEMENT

**FOR
CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
DUDEK**

This sole-source construction services agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **Dudek** (Contractor), for the purpose of designing (when required) and constructing projects at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Construction Services, as set forth in this agreement.
- C. The City has selected the Sole-Source Contractor to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- D. The Contractor is ready, willing, and able to perform the construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

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

AGREEMENT

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. This agreement incorporates the Standard Specifications for Public Works Construction (The 2015 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2015 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.

- D. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 10.
- E. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- F. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- G. The Contractor shall ensure that the Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- H. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- I. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified number of **Working Days** stated in Section 3 herein, from the NTP unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as described herein.
- K. The City shall pay the Contractor for performance of the Work on a time and materials basis not to exceed **One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00)** without a written amendment to this Agreement.
- L. 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.
- M. Prior to the issuance of the NTP, or as required by the City, the Contractor shall:
 - a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted herein or as may be specified in the Supplemental Special Provisions, and
 - b) obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.


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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: Antoinette Ruth Sanfilippo

By: 

Print Name: Antoinette Sanfilippo
Contract Specialist
Public Works Department

Print Name: Bonny Hsu
Deputy City Attorney

Date: Oct 09, 2018

Date: 10/19/18

CONTRACTOR

By: 

Print Name: **Dudek**
Frank Dudek
Title: **Chairman / CEO**

Date: July 12, 2018

City of San Diego License No.: B1992004757

State Contractor's License No.: 842661

PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Dudek, a corporation, as principal, and International Fidelity Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00)** for the faithful performance of the annexed contract, and in the sum of **One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with **Wetland Restoration and Biological Monitoring Services for the Famosa Slough Off-Site Salt Marsh Mitigation Site, Bid Number K-18-1768-SLS-1**, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

Dated July 10, 2018

Approved as to Form

Dudek

Principal

By [Signature]

DUDEK CHAIRMAN/CEO
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By [Signature]
Deputy City Attorney

International Fidelity Insurance Company

Surety

By [Signature]
(Tara Bacon, Attorney-in-fact)

Approved:

2400 E. Katella Ave., Suite 250

Local Address of Surety

By Antoinette Ruth Sanfilippo
Antoinette Sanfilippo
Contract Specialist
Public Works Department

Anaheim, CA 92806

Local Address (City, State) of Surety

714-602-9170

Local Telephone No. of Surety

Premium \$ 3,178.00

Bond No. 0712255

ATTACHMENT A

SCOPE OF WORK

The project includes: remedial restoration design and biological monitoring for the Famosa Slough Off-Site Salt Marsh Mitigation Site as described in **Exhibit E**.

Remedial work includes: conducting a soils treatment pilot study within the problematic areas (Task 1) of which will determine appropriate soil treatment alternatives that will be incorporated into a remedial work plan (Task 2) that formulate a strategy to achieve performance standards of native cover goals within the problematic areas where necessary. Task 3 and 4 will include implementation of Task 2 and include if necessary; export of poor soil and import of native soil, replanting with native container stock, application of salt marsh seed mix, temporary irrigation, biological monitoring, and maintenance of the site to address weeds, trash and other issues that may arise and impede project success.

Dudek shall retain Habitat Restoration Sciences (HRS). HRS shall be retained as a qualified subcontractor to perform all tasks associated with the implementation of salt marsh remediation of the project site including; export/import soil, plant installation, irrigation, and 2 year remedial restoration monitoring and maintenance.

EXHIBIT A

PROPOSAL

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted _____

(2) Signature (Given and surname) of proprietor _____

(3) Place of Business (Street & Number) _____

(4) City and State _____ Zip Code _____

(5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted _____

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted _____

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

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)

- (3) Incorporated under the laws of the State of _____
- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____
- (6) Telephone No. _____ Facsimile No. _____

THE FOLLOWING SECTIONS MUST BE FILLED IN

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

LICENSE CLASSIFICATION _____

LICENSE NO. _____ EXPIRES _____, _____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

TAX IDENTIFICATION NUMBER (TIN): _____

E-Mail Address: _____

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature _____ Title _____

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

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

(NOTARIAL SEAL)

EXHIBIT B

CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT B

CONTRACTOR'S COMPENSATION RATE SCHEDULE

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

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

Habitat Restoration Sciences, Inc.

2018 State Prevailing Wage Standard Schedule of Charges

Professional & Management Personnel

Habitat Management Coordinator/Principal.....	\$210.00/hr
Senior Project Manager	\$160.00/hr
Senior Engineer/ Senior Landscape Architect.....	\$160.00/hr
Engineer/Landscape Architect.....	\$120.00/hr
Senior Habitat Restoration Specialist	\$130.00/hr
Habitat Restoration Specialist.....	\$100.00/hr
Administration/Clerical Support.....	\$65.00/hr

Construction Prevailing Wage Classifications:

Landscape Operating Engineer/Teamster.....	\$145.00/hr
Landscape Irrigation Laborer	\$130.00/hr
Landscape Hydro Seeder	\$130.00/hr
Construction Laborer	\$130.00/hr
Landscape Irrigation Tender.....	\$55.00/hr

Maintenance Prevailing Wage Classifications:

Landscape Supervisor/Project Manager	\$125.00/hr
Landscape Assistant Supervisor	\$105.00/hr
Foreman	\$85.00/hr
Assistant Foreman	\$65.00/hr
Skilled Laborer (QAL, 5+ Years' Experience)	\$50.00/hr
Landscape Maintenance Laborer.....	\$38.00/hr

Equipment/Vehicles

Truck Usage.....	\$125.00/day
Water Trailer/Buffalo	\$75.00/day
Dump Trailer	\$100.00/day
GPS Unit.....	\$90.00/day
Quad/Mule.....	\$100.00/day
ATV with Spray Rig.....	\$150.00/day
Boat / Kubota Zero Turn Mower.....	\$225.00/day
Dingo Equipment/Tractor.....	\$450.00/day
CAT / 906 Loader, Excavator (305.5 or smaller), Skid Steer, etc.....	\$450.00/day
John Deere 450 Dozer / CAT 299 Track Steer (steel track).....	\$540.00/day
CAT 308 Excavator	\$600.00/day
CAT 315 Excavator	\$850.00/day
Water Truck / Dump Truck	\$450.00/day
Chipper / Hydroseeder.....	\$450.00/day
Masticator Attachment.....	\$300.00/day
Roll-off Truck	\$600.00/day plus tipping fees

Emergency and Holidays – Minimum charge of two hours will be billed at 1.5 times the normal rate. Sundays are double time at 2.0 times normal rate.

Material and Outside Services – Herbicides, subcontractors, rental of special equipment, special fencing or signage materials, etc., are charged at 1.15 times the direct cost.

Travel Expenses –Per Diem where overnight stay is involved is charged at cost.

Invoices, Late Charges. - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.



Effective January 1, 2018
Updated: 11/7/2017

DUDEK
2018 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	\$275.00/hr
Principal Engineer III.....	\$245.00/hr
Principal Engineer II	\$235.00/hr
Principal Engineer I	\$225.00/hr
Program Manager	\$215.00/hr
Senior Project Manager	\$215.00/hr
Project Manager	\$210.00/hr
Senior Engineer III	\$205.00/hr
Senior Engineer II	\$195.00/hr
Senior Engineer I	\$185.00/hr
Project Engineer IV/Technician IV	\$175.00/hr
Project Engineer III/Technician III.....	\$165.00/hr
Project Engineer II/Technician II	\$150.00/hr
Project Engineer I/Technician I	\$135.00/hr
Project Coordinator	\$105.00/hr
Engineering Assistant	\$100.00/hr

ENVIRONMENTAL SERVICES

Principal	\$240.00/hr
Senior Project Manager/Specialist II	\$225.00/hr
Senior Project Manager/Specialist I	\$215.00/hr
Environmental Specialist/Planner VI	\$195.00/hr
Environmental Specialist/Planner V	\$175.00/hr
Environmental Specialist/Planner IV	\$165.00/hr
Environmental Specialist/Planner III	\$155.00/hr
Environmental Specialist/Planner II	\$140.00/hr
Environmental Specialist/Planner I	\$125.00/hr
Analyst III	\$115.00/hr
Analyst II	\$105.00/hr
Analyst I	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II	\$220.00/hr
Senior Project Manager/Coastal Planner I	\$210.00/hr
Environmental Specialist/Coastal Planner VI	\$200.00/hr
Environmental Specialist/Coastal Planner V	\$180.00/hr
Environmental Specialist/Coastal Planner IV	\$170.00/hr
Environmental Specialist/Coastal Planner III	\$160.00/hr
Environmental Specialist/Coastal Planner II	\$150.00/hr
Environmental Specialist/Coastal Planner I	\$140.00/hr

CULTURAL AND PALEONTOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist V	\$185.00/hr
Environmental Specialist/Archaeologist IV.....	\$165.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II	\$135.00/hr
Environmental Specialist/Archaeologist I	\$125.00/hr
Environmental Specialist/Architectural Historian II.....	\$150.00/hr
Environmental Specialist/Architectural Historian I.....	\$125.00/hr
Environmental Specialist/Paleontologist II	\$165.00/hr
Environmental Specialist/Paleontologist I	\$125.00/hr
Paleontological Technician III	\$85.00/hr
Paleontological Technician II	\$75.00/hr
Paleontological Technician I	\$55.00/hr
Cultural Resources Technician II	\$75.00/hr
Cultural Resources Technician I	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$160.00/hr
Construction Manager	\$150.00/hr
Project Manager	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative	\$130.00/hr
Construction Inspector III	\$125.00/hr
Construction Inspector II	\$115.00/hr
Construction Inspector I	\$105.00/hr
Prevailing Wage Inspector	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director	\$205.00/hr
Compliance Manager	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI	\$160.00/hr
Hydrogeologist V/Engineer V	\$150.00/hr
Hydrogeologist IV/Engineer IV	\$140.00/hr
Hydrogeologist III/Engineer III	\$130.00/hr
Hydrogeologist II/Engineer II	\$120.00/hr
Hydrogeologist I/Engineer I	\$110.00/hr
Technician	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$185.00/hr
District Engineer	\$175.00/hr
Operations Manager	\$150.00/hr
District Secretary/Accountant	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator	\$100.00/hr
Grade IV Operator	\$90.00/hr
Grade III Operator	\$85.00/hr
Grade II Operator	\$63.00/hr
Grade I Operator	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist	\$165.00/hr
Senior Designer	\$155.00/hr
Designer	\$145.00/hr
Assistant Designer.....	\$140.00/hr
GIS Programmer I	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III	\$145.00/hr
GIS Specialist II	\$135.00/hr
GIS Specialist I	\$125.00/hr
CADD Operator III	\$135.00/hr
CADD Operator II	\$130.00/hr
CADD Operator I	\$115.00/hr
CADD Drafter	\$105.00/hr
CADD Technician.....	\$100.00/hr

SUPPORT SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration II.....	\$90.00/hr
Clerical Administration I	\$85.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

EXHIBIT C

PROJECT PHOTOS, VICINITY MAP AND AS-BUILT DRAWING



PHOTO POINT #1 - Facing North across salt marsh
(December 23, 2014)



PHOTO POINT #2 - Facing Southwest across access road
(May 27, 2015)



PHOTO POINT #3 - Facing South across salt marsh
(December 23, 2014)

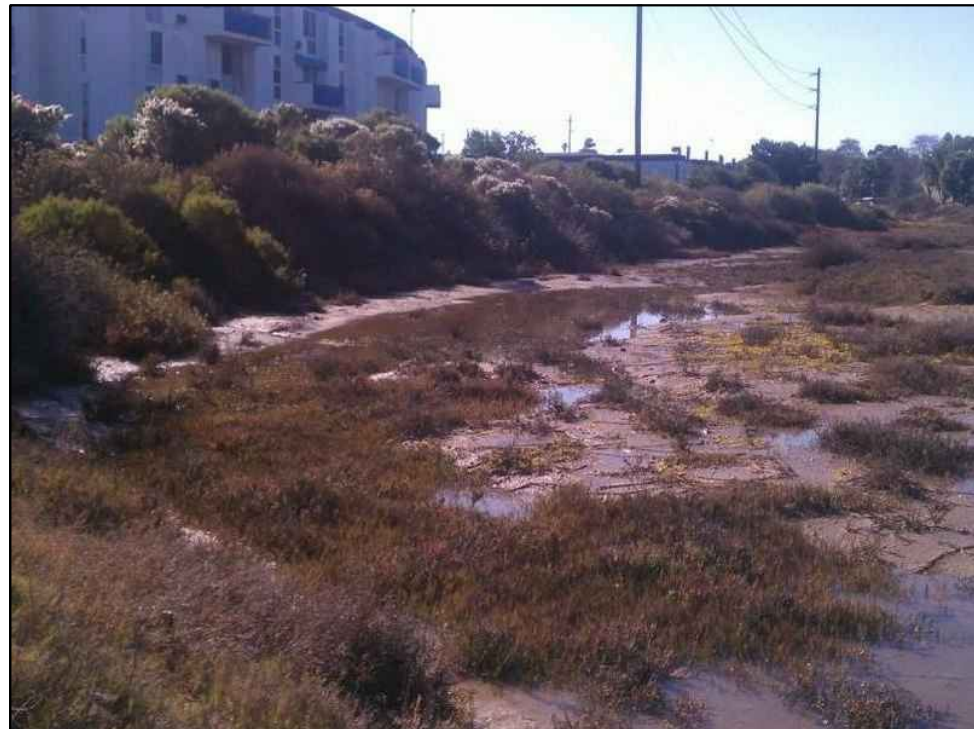


PHOTO POINT #4 - Facing South across salt marsh and transitional slope
(December 23, 2014)



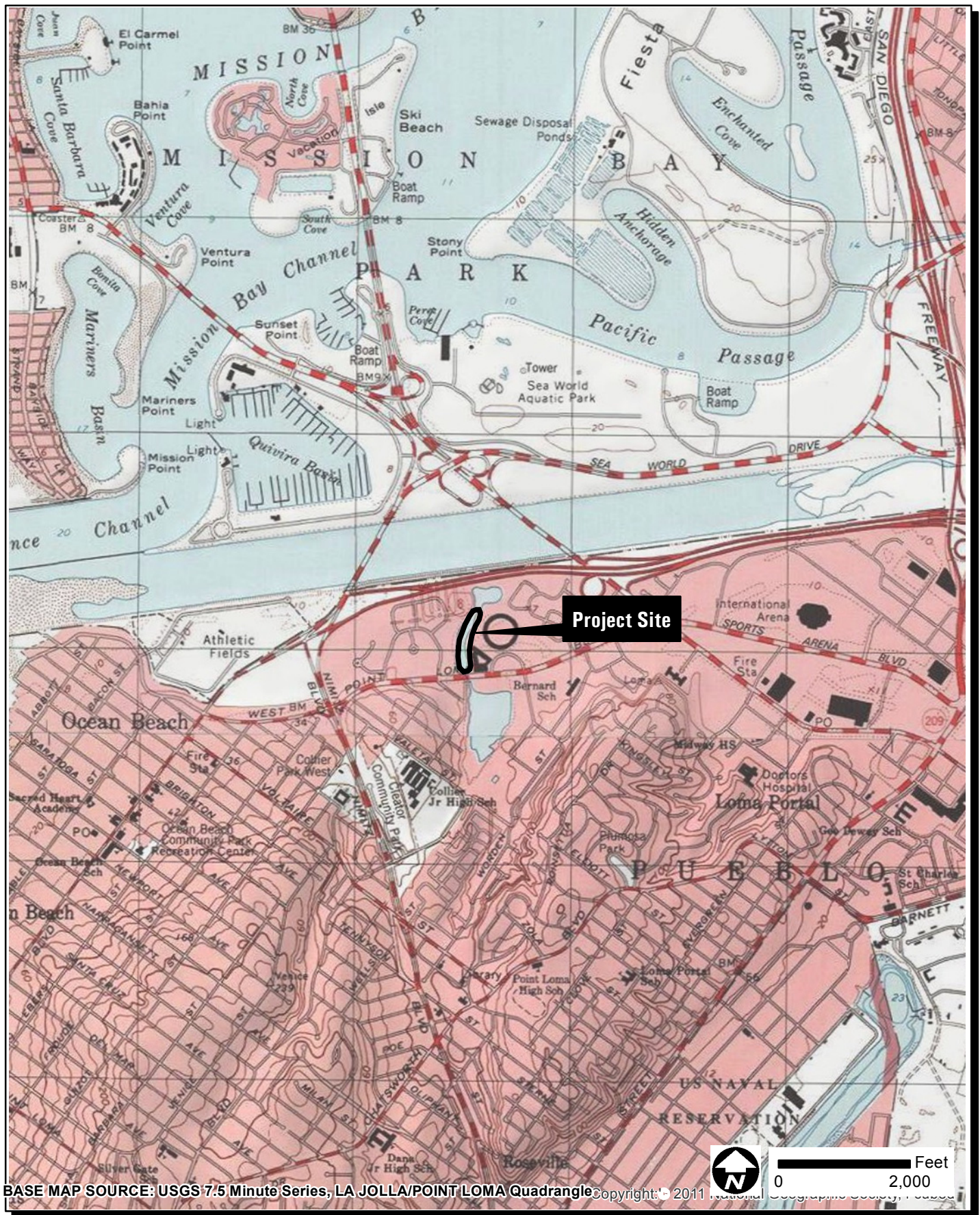
PHOTO POINT #5 - Facing North across transitional slope and salt marsh
(December 23, 2014)



PHOTO POINT #6 - Facing Northeast across access road and salt marsh
(May 27, 2015)

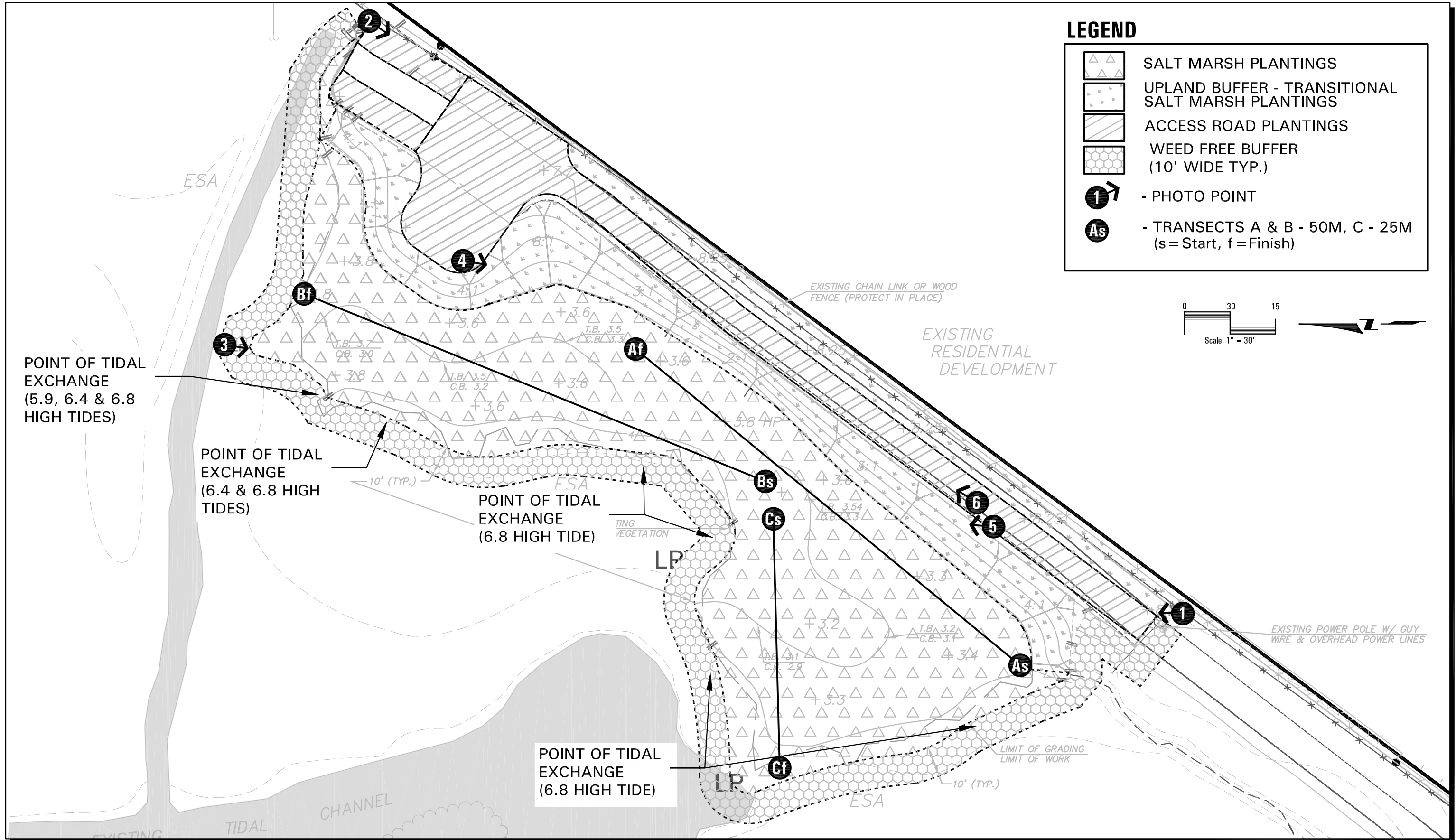
Year Ten Wetland Mitigation Monitoring Report for the Sorrento Creek Maintenance Dredging Project, Famosa Slough Off-Site Salt Marsh Mitigation Area

Current Views from Established Photo Points



Tenth Annual Wetland Mitigation Monitoring Report for the Sorrento Creek Maintenance Dredging Project, Famosa Slough Off-Site Salt Marsh Mitigation Area
Vicinity Map

FIGURE
2



Year Six Wetland Mitigation Monitoring Report for the Sorrento Creek Maintenance Dredging Project, Famosa Slough Off-Site Salt Marsh Mitigation Area
Mitigation Area with Photo Points and Transect Locations

FIGURE 3

EXHIBIT D
MITIGATED NEGATIVE DECLARATION



Land Development
Review Division
(619) 446-5460

Mitigated Negative Declaration

LDR No. 96-7762
SCH No. 2000041113

SUBJECT: Sorrento Creek Drainage Channel. SENSITIVE COASTAL RESOURCE PERMIT/
COASTAL DEVELOPMENT PERMIT No. 96-7762 for emergency and annual sediment
and vegetation removal within Sorrento, Los Penasquitos and Carroll/Soledad Canyon Creek
Channels. Applicant: City of San Diego, Engineering and Capital Projects Department.

- I. **PROJECT DESCRIPTION:** See attached Initial Study.
- II. **ENVIRONMENTAL SETTING:** See attached Initial Study.
- III. **DETERMINATION:**

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following area: **Biology**. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. The project as revised now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. **DOCUMENTATION:**

The attached Initial Study documents the reasons to support the above Determination.

V. **MITIGATION, MONITORING AND REPORTING PROGRAM:**

As conditions of the permits and as shown in the Construction Plans and Specifications, the following mitigation measures are required to reduce potentially adverse impacts associated with **BIOLOGICAL RESOURCES** to below a level of significance:

A Conceptual Creation and Enhancement Plan is outlined below. It addresses the mitigation from the project impacts to coastal salt marsh. Mitigation will occur in Famosa Slough as there are no available locations in Los Penasquitos Lagoon. This Plan is consistent with the Famosa Slough Enhancement Plan, 1993. A detailed Creation and Enhancement Plan shall be prepared based on the framework describe below and shall consist of:

1. **PROJECT RESPONSIBILITIES**

The Applicant (Engineering and Capital Projects Department) shall be responsible for obtaining all necessary permits and hiring a revegetation contractor and a qualified and experienced project biologist to implement the installation, maintenance, and monitoring programs. **ALL WORK SHALL BE COORDINATED** with the City Park and Recreation and Planning and Development Review Departments.

The Contractor shall be responsible for all grading and contouring, clearing and grubbing, installation of plant materials, and any necessary maintenance activities or remedial actions required during installation and the initial 120-day establishment period. The Biologist shall conduct construction monitoring and the five year mitigation monitoring program. The Applicant shall be responsible for hiring a landscape maintenance contractor to carry out the long-term five-year maintenance requirements.

The Biologist shall be responsible for monitoring the revegetation effort, and for the preparation of annual reports documenting the status of the project. The Biologist also shall assist the Applicant with any decisions regarding the need for specific remedial actions during the monitoring period.

The City Park and Recreation Department shall provide oversight responsibilities to assure that the Plan is implemented in accordance with the goals of the Famosa Slough Enhancement Plan. Copies of all permits from local, state, and federal agencies shall be submitted to the City Park and Recreation Department at least 30 days prior to implementation of the Creation and Enhancement Plan.

A Mitigation, Monitoring, and Reporting Program, a minimum of five years, shall be incorporated into the Coastal Salt Marsh Creation and Enhancement Plan described in Section 4.0. The monitoring program and maintenance of the revegetation area, including weed eradication and the establishment of a suitable "weed free" buffer area, will be the responsibility of the Applicant. If success criteria are met prior to the end of the five-year period, no further work will be required. However, qualitative monitoring shall continue for the entire 5 year period even after success standards are achieved.

2. SITE PREPARATION AND INSTALLATION REQUIREMENTS:

Prior to grading and clearing/grubbing activities, the mitigation/restoration site limits must be surveyed and staked by the Applicant and Biologist to designate the limits of the work areas. The Biologist shall flag all existing native vegetation patches to be preserved within the project limits. The Contractor shall only utilize the designated access area. Non-native species shall also be flagged for removal. Existing native vegetation shall be salvaged for later installation as recommended by the Project Biologist. All work must be approved by the City Park and Recreation Department.

A. Areas designated for salt marsh creation shall be excavated and contoured to match the topography and hydrology of the adjacent salt marsh. Excavated soils will be removed, as well as any debris such as concrete rubble, trash, and construction materials. Approval of finish grading should be coordinated with the Project Biologist. No grading shall occur within coastal saltmarsh enhancement areas.

B. The goal of the clearing, grubbing and establishing a "weed-free" buffer around the creation and enhancement areas is to assure a suitable planting area within the existing degraded area and optimize success. Clearing and grubbing activities will include the removal and disposal of all non-native vegetation and debris located at the revegetation site. All materials should be disposed of in an approved manner. The Project Biologist shall periodically monitor all site clearing and grubbing activities. No equipment will be allowed to be operated in ponded or flowing water, except as necessary to grade the area to tidal level. The Contractor shall coordinate with the Project Biologist regarding identification of exotic/weed species to be removed and existing native vegetation to be salvaged.

The "weed-free" buffer area shall be a minimum of 100 feet (or as recommended by the Project Biologist in collaboration with the City Park and Recreation Department) surrounding the revegetation site and shall be maintained as part of the 5-year Mitigation, Monitoring, and Reporting period.

surrounding the revegetation site and shall be maintained as part of the 5-year Mitigation, Monitoring, and Reporting period.

C. Perimeter Fencing and Signage: Temporary fencing such as snow fence shall be placed on the landward side of the saltmarsh creation site to assure successful revegetation efforts are protected as much as possible from unauthorized entry. Signs shall be posted on the perimeter, every 100 feet indicating that this area is part of a saltmarsh creation effort, with a phone number of who to call. Final wording of the signs shall be determined between the Applicant, Biologist and the City Department of Park and Recreation. No fence shall be required around the saltmarsh enhancement area(s).

3. **PLANT MATERIALS AND INSTALLATION SPECIFICATIONS:**

Implementation of the Coastal Salt Marsh Creation and Enhancement Plan must be coordinated with the Applicant, the Project Biologist, the Contractor, City Park and Recreation and Planning and Development Review Departments. The Plan must be approved by the City Park and Recreation Department prior to implementation. The contracting nursery to supply container plant material should be given a minimum time of 8 months lead time to prepare plant material for the project, in order to assure species availability from commercial sources, however, the seed supplier should be contacted to confirm availability and the need for pretreatment of selected seed species.

time issue

A. **Species composition and Plant Materials**

Species to be planted will be similar to those which occur in the areas adjacent to the salt marsh mitigation site in Famosa Channel. Plant container sizes have been selected to help support plant survival and establishment.

- Coastal Salt Marsh: Table 1 shows the species to be installed at the saltmarsh creation site and in selected areas of the enhancement site as recommended by the Project Biologist.

TABLE 1. RECOMMEND SPECIES FOR COASTAL SALT MARSH CREATION AND ENHANCEMENT

Botanical Name	Common Name	Container Size	On center spacing	Remarks (cover percentages are relative cover)
✓ <i>Batis maritima</i>	Saltwort	1 gallon	3 ft.	5% target cover
✓ <i>Distichlis spicata</i>	Saltgrass	6"x 6" plug	5 ft.	10% targetcover; from flats
✓ <i>Frankenia salina</i>	Alkali heath	1 gallon	3 ft.	20% target cover
✓ <i>Jaumea carnosa</i>	Jaumea	6"x 6" plug	6 ft.	10%; from flats
✓ <i>Limonium californicum var. mexicanum</i>	Western marsh-rosemary	1 gallon	2 ft.	1% target cover
✓ <i>Monanthocloe littoralis</i>	Shoregrass	1 gallon	4 ft.	5% target cover as appropriate
✓ <i>Salicornia subterminalis</i>	Parish's glasswort	1 gallon	3 ft.	10% target cover
✓ <i>Salicornia virginica*</i>	Woody glasswort	1 gallon	3 ft.	30% target cover as appropriate
✓ <i>Suaeda taxifolia</i>	Woolly sea-blight	1 gallon	3 ft.	10% target cover

NOTES:

1. Plant material to be installed in a non-irrigated condition between the months of November 15 through February 28.
 2. Container plant material and seed used for the restoration efforts mentioned above should originate from local sources (i.e. local genetic stock collected from the local area). Container plant material and seed used for the restoration efforts mentioned above should originate from local sources (i.e. local genetic stock collected from the local area). All saltmarsh container plants shall be salt acclimated at the nursery prior to delivery to 90% of existing soil salinity level that is present at the creation site.
 3. Seed should be collected or secured from local sources, based upon seasonal availability, to facilitate installation between November 15 and February 28 of the year of implementation, and to take advantage of the winter rainy season to help foster germination.
 - *4. This species is an aggressive self-colonizer and will not be used initially. If needed will be used pending results of monitoring report and data collection.
- Upland buffer: Table 2 shows species to be used to establish an upland buffer on transition slopes created at the edge of the saltmarsh creation site as recommended by the Project Biologist.

TABLE 2. RECOMMENDED SPECIES FOR UPLAND BUFFER VEGETATION

Botanical Name	Common Name	Container Size	On center spacing	Remarks (cover percentages are relative cover)
<i>Artemisia californica</i>	California sagebrush	1 gallon	4 ft.	30% target cover
<i>Encelia californica</i>	Encelia	1 gallon	4 ft.	15% target cover
<i>Juncus acutus</i>	Spiny rush	1 gallon	3 ft.	15% target cover

Other upland plant species that will be included are: Isomeris (*Cleome isomeris*), Spurge (*Euphorbia misera*), Boxthorn (*Lycium californicum*), Jojoba (*Simmondsia chinensis*), Mohave Yucca (*Yucca schidigera*), White sage (*Salvia apiana*), Our Lord's Candle (*Yucca whipplei*), and Dudleya (*Dudleya pulverulenta*).

B. **Planting Arrangement:** A container plant installation plan shall be included as part of the final landscape construction drawings and specifications to be prepared following approval of this Plan by the Project Biologist in collaboration with the City of San Diego (Park and Recreation and Planning and Development Review Departments). Upland buffer species will be installed along the fringe areas and in the "weed-free" buffer area, as appropriate.

C. **Planting Procedure:** The standard procedure for planting container stock shall be to dig a hole about twice the width of the rootball of the plant. The plants should be positioned so that the plants are above the surrounding grade to allow for settling. The depth of the hole shall equal the height of the rootball to ensure the rootball rests on undisturbed native soil. For upland buffer plant installation the hole shall be filled with water and allowed to drain prior to plant installation. The plant shall be

positioned so that the surface of the soil in the container is 1-inch above native grades. Finally, soil shall be backfilled around the rootball of the plant. Plants shall be irrigated by hand to the full depth of the rootball immediately after installation. Each upland container plant shall have a 2-inch thick mulch layer installed in a two-foot diameter around the rootball. No mulch shall be installed around saltmarsh container plants.

- D. **Timing of Plant Installation:** Appropriate timing of planting may decrease or eliminate the need for supplemental watering and will increase the survival of the plants. The best survival rates are achieved when native species are planted between 15 November and 28 February. This time frame will minimize the need for temporary irrigation. Saltmarsh plants shall be installed during periods of low tide. Saltmarsh plant installation shall begin approximately 1 week after the full moon and continue until approximately 1 week before the new moon to avoid extreme tidal fluctuations. A preliminary schedule of installation activities are shown on Table 3.

TABLE 3. PRELIMINARY SCHEDULE OF ACTIVITIES

TASK	DATES
Site preparation	August, 2000
Plant Installation	January, 2001
Site Seeding	January, 2001
120-day establishment period	February-May 2001 (4 months)
Assessment of Revegetation Effort	September, 2001
Completion of Installation Letter Report	Per recommendation of Project Biologist
First Annual monitoring Report Due	December 2001
Interim Monitoring Report	June, 2002
Remedial efforts, if necessary	January, 2002
18-mo. monitoring report	June, 2002
Second Annual monitoring report due	December 2002
Third Annual monitoring report due	December 2003
Fourth Annual monitoring report due	December 2004
Fifth Annual monitoring report due	December 2005
Note: Actual dates are contingent upon resource agency permit process.	

- E. **Irrigation Requirements:** A temporary irrigation system will be required for the saltmarsh creation site and upland buffer plantings. A spray and/or drip irrigation system will be designed to provide adequate supplemental irrigation to all installed container plants. The irrigation schedule shall be the responsibility of the maintenance contractor in consultation with the Project Biologist.
- F. **Replacement Planting:** All dead, dying, and unhealthy container plants will be replaced by the installation contractor at the beginning of the second winter after initial container plant installation. Thereafter, no replacement plantings will be required unless mortality exceeds the maximum allowable plant mortality as defined in annual performance criteria. Replacement plants shall be of the same size and species as originally installed.

4. COASTAL SALT MARSH CREATION AND ENHANCEMENT PLAN

The purpose of the Coastal Salt Marsh Creation and Enhancement Plan is to provide guidelines for maintenance for the restoration site both during the initial establishment period and during the long-term maintenance/monitoring period. Because the goal of this Plan is to create a natural

system that can support itself with little or no maintenance, the primary maintenance effort is concentrated in the first few seasons to growth to adequately establish the plant materials.

A. 120-day Establishment Period

The contractor will be responsible for the maintenance of the restoration/revegetation site for a minimum of 120 days after installation. A retention amount equal to 10 percent of the overall construction contract shall be withheld until the end of this program. Maintenance visits shall be conducted on a weekly basis throughout the plant establishment period. Maintenance activities will include all items described in Section 5 and plant replacement as described in Section 3.F. At the end of the 120-day establishment period, the Applicant, Project Biologist (in collaboration with the City of San Diego Park and Recreation and Planning and Development Review Departments) will review the mitigation area to determine the completion of the Plant Establishment Period. Any punch-list items developed during this review will be completed by the Contractor prior to final acceptance of the mitigation site. Once finally accepted, retention monies will be paid.

- B. A Contractor will be retained by the Applicant to complete the maintenance activities throughout the five year mitigation monitoring and maintenance period. Maintenance visits will be conducted twice a month for the first six months, once per month for the remainder of the first year, and quarterly thereafter. Maintenance activities will include all items described in section 5.0. Plant replacement will be conducted per the direction of the Project Biologist and the City and as defined in Section 3.F.

Maintenance shall be conducted at an appropriate level of intensity for the entire 5-year period unless otherwise recommended by the Project Biologist and the City of San Diego Park & Recreation Department.

5.0 MAINTENANCE ACTIVITIES

- A. No maintenance (cleaning, refueling, etc.) service or construction vehicles will be allowed in Famosa Slough including the restoration site after the completion of the site preparation activities. No power equipment fluids will be changed or added while the equipment is within Famosa Slough, including the ~~restoration site~~.
- B. The revegetated area shall be spray irrigated during the drier parts of the year, primarily the summer months. Irrigation should continue as-needed and as recommended by the Project Biologist. The duration of irrigation shall be minimized to the greatest extent feasible.
- C. The site will not be fertilized. The upland buffer vegetation will not be pruned.
- D. Non-native species may invade the revegetation site and become a problem before or during the establishment of native saltmarsh vegetation. Weedy, invasive, non-native species such as tamarisk (*Tamarix* sp.), pampas grass (*Cortaderia atacamensis*), rabbitfoot beardgrass (*Polypogon monspeliensis*), spearscale (*Atriplex triangularis*), and tree tobacco (*Nicotiana glauca*) should be hand removed as soon as they begin to invade and before they become too large for hand extraction. Please refer to Page 185 of the Famosa Slough Enhancement Plan for additional exotic removal information.

6.0 GENERAL HABITAT MAINTENANCE GUIDELINES

- A. Weed Control: All non-native seedlings and resprouts should be removed or treated prior to seed-set. Weed control measures shall include the following: 1) hand removal; 2) cutting or mowing, and 3) chemical control. Please refer to Page 185 of the Famosa Slough Enhancement Plan for additional exotic removal information.

Hand removal of weeds is the most desirable method of control and shall be used whenever possible. Weeds such as Russian thistle, cocklebur, field mustard, and castor bean should be hand removed before seed-set.

Cutting or mowing is the most practical method for rabbitfoot grass but requires that maintenance personnel be able to accurately differentiate between native and non-native plant species. Because this species is fast growing, it is critical that it is controlled before out competing native species. No mechanized equipment will be allowed during the sensitive bird breeding season from March 1 to August 31.

Chemical control, if necessary, shall be used only upon the recommendation of the Project Biologist in collaboration with the City Park and Recreation Department, for species that spread by runners that root at each node such as African brass buttons (*Cotula coronopifolia*) or other exotic species that cannot be completely removed by hand.

- B. **Irrigation:** The irrigation system for the habitat enhancement area should be temporary in nature and will be removed from the site once the plantings are established. The maintenance contractor shall determine the irrigation schedule on a monthly basis in consultation with the Project Biologist. Similarly, the maintenance contractor shall determine the timing for the cessation of irrigation in consultation with the Project Biologist. Irrigation components, such as valves and sprinkler heads, may be salvaged for re-use elsewhere at the end of the establishment period. Irrigation will not be implemented for two years prior to the final monitoring report (years 4 & 5). See Special Condition No. 2 of ACOE Permit No. 97-20160-DZ.
- C. **Clearing and Trash Removal.** Pruning or clearing of any native vegetation will not be allowed within the mitigation sites. Deadwood and leaf litter of native shrubs shall not be removed. Leaf litter provide valuable micro habitats for invertebrates, reptiles, small mammals, and birds. In addition, the decomposition of leaf litter is essential for the replenishment of soil nutrients and minerals.
- Trash will be removed from the mitigation site by hand on a regular basis - no less than one-month intervals for the first year and quarterly thereafter. Trash consists of all man-made materials, equipment, or debris dumped, thrown, or washed into the mitigation sites by tidal flow.
- D. **Reseeding:** The Contractor shall be held liable for reseeding if weeds are not removed in a "timely manner", thus preventing the establishment of the intended species. A "timely manner" should be understood to be within one week of written recommendation by the Project Biologist. More frequent weeding will be performed as necessary to keep weeds at manageable levels.

7.0 BIOLOGICAL MONITORING:

- A. **Qualitative Monitoring:** The restoration effort should be visually assessed in the September following the first planting to determine mortality of individuals and initial success of the seeding. The number and species of dead plants should be recorded, along with percent cover. Thereafter, monitoring shall consist of a field check during the spring by the Project Biologist to assess species composition, percent cover, size of the individuals, and use of the restored area by wildlife species. Fall monitoring should be conducted to determine mortality as described above. Permanent photo-documentation stations will be established to record the progress of the mitigation over the 5-year monitoring period.

Monitoring will occur will occur at the following intervals: Months 4, 9 and 12 for the first year; Month 18 month; second third, fourth, and fifth years.

For each monitoring period, an interim and annual report outlining the results shall be submitted by the Applicant to the resource agencies (including the U.S. Army Corps of Engineers) and the City of San Diego, Engineering and Capital Projects, Park and Recreation and Planning and Development Review Departments, following completion of each year's anniversary (refer to Table 3, Schedule of Activities). The monitoring reports shall describe the status of the site, identify all shortcomings of the creation and enhancement effort, and recommend remedial measures necessary for the successful completion of the mitigation project.

- B. **Quantitative Monitoring:** The restoration effort shall be quantitatively evaluated once per year in the spring during the years three through five, to determine compliance with the performance standards. Data shall be collected on a percent cover (species composition), soil salinity, etc. Cover shall be measured using line intercept transects (30 meter lengths) at the rate of two transects and quadrants per each revegetation type. Results shall be included in the year-end results.

8.0 PERFORMANCE CRITERIA

The following performance standards for planted material shall be the basis for determining success:

A. **First Year Performance Standards:**

100 percent survival of all container plant species.
(No measure of vegetation cover will be made during the first year because 100 percent replacement of all dead, dying, or unhealthy plants is required of the Installation Contractor.)

B. **Second Year Performance Standards:**

90 percent survival of all originally installed container plants (Replacement of additional mortality may be waived in each year if mortality is balanced by natural recruitment of native saltmarsh species is present)
30 percent of all cover species combined
5% non-native and 0% aggressive non-native species

C. **Third Year Performance Standards:**

90 percent survival of all originally installed container plants
45 percent of all cover species combined
5% non-native and 0% aggressive non-native species

D. **Fourth Year Performance Standards:**

90 percent survival of all originally installed container plants
60 percent of all cover species combined
5% non-native and 0% aggressive non-native species

E. **Fifth Year Performance Standards:**

90 percent survival of all originally installed container plants
75 percent of all cover species combined
5% non-native and 0% aggressive non-native species

9.0 COMPLETION OF MITIGATION

At the end of the fifth year (or sooner if success is achieved and accepted by the Resource Agencies and the City of San Diego), a final report will be submitted to the resource agencies (California Department of Fish and Game, U.S. Army Corps of Engineers, and U.S. Fish and Wildlife Service), the California Coastal Commission) and the City of San Diego Engineering and Capital Projects, Park and Recreation, Planning and Development Review Departments, evaluating the final results of the restoration project. The report shall make a determination of whether the requirements of the mitigation program have been achieved. At that time, if a 75 percent coverage has not been met, the Applicant must consult with the resource agencies and the City of San Diego), a final report will be submitted to the agencies (California Department of Fish and Game, U.S. Army Corps of Engineers, and U.S. Fish and Wildlife Service), the California Coastal Commission) and the City of San Diego Engineering and Capital Projects, Park and Recreation, and Planning and Development Review Departments. This consultation will take place to determine whether the mitigation effort has been acceptable. The Applicant understands that failure of any significant portion of the mitigation effort may result in a requirement to replace or revegetate that portion of the site and extensions to the long-term maintenance and monitoring period.

10.0 SEASONAL RESTRICTIONS

- A. Channel clearing shall only be done between September 15 to March 15 of any given year, to avoid the nesting period of any resident or migratory birds. The limits are: 1) Carroll/Soledad Canyon Creek (1,400 feet long by 30 feet wide and 3 feet deep), 2) Los Penasquitos (1,200 feet long by 100 feet wide by 5 feet deep); and 3) Sorrento Creek (1,800 feet long by 100 feet wide and 5 feet deep). Access shall be at: 1) west end of Estuary Way through the private parking lot; 2) west side of Sorrento Valley Road; and 3) east side of Sorrento Valley Road through J&W Redwood. All work will be done at least one hour after sunrise to sunset.
- B. No construction or maintenance work at Famosa Slough shall occur during the light-footed clapper rail and Belding's savannah sparrow breeding season (March 1 - August 31). A clapper rail and savannah sparrow survey shall be conducted if activities must occur during this period. The Applicant must receive concurrence from the U.S. Fish & Wildlife Service and Army Corps of Engineers that the light-footed clapper rail and/or savannah sparrow are not present and that the proposed activities would not affect local clapper rail or savannah sparrow populations.

11.0 EROSION CONTROL

The Applicant shall prepare submit a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the California State Water Resources Control Board. The SWPPP shall utilize erosion and pollution control measures to prevent increased silt from entering the Los Penasquitos Lagoon. Any impacts from siltation or erosion shall be mitigated by implementation of the SWPPP and Best Management Practices. Sediment and erosion control measures shall include but are not limited to fiber rolls, silt fencing, gravel bags, etc. Erosion control measures shall also be implemented for the Famosa Slough Channel to protect channel waters from sedimentation.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

Federal Government

U.S. Fish & Wildlife Service (23)
 U.S. Army Corps of Engineers (26)
 Environmental Protection Agency, Rebecca Tuden, (19)

State of California

CALTRANS (31)
 California Department of Fish & Game (32, 32A)
 California Parks and Recreation Department (40, 474)
 Regional Water Quality Control Board (44)
 State Clearinghouse; 15 copies (46a)
 California Coastal Commission (47)
 California State Coastal Conservancy (54)
 California State Lands Commission (62)

County of San Diego

Department of Planning and Land Use (68)

City of San Diego

Mayor Susan Golding (MS 10A)
 District 1: Councilmember Harry Mathis (MS 10A)
 District 5: Councilmember Barbara Warden (MS 10A)
 Peninsula Community Services Center, Naval Training Center
 Library Department (81; MS 17)
 Park and Recreation Board (83)
 Real Estate Assets Department (85)
 Engineering & Capital Projects Department (86)
 Patti Boekamp, (MS 9B)
 Jennifer Maxwell, (MS 18)
 Metropolitan Wastewater Department
 Isam Hireish, (MS 902)
 Mike Elling (MS 905)
 Planning and Development Review
 Michelle Sokolowski, Project Management (MS 501)
 Keith Greer, MSCP Planning (MS CAB 5)
 Gary Hess (MS4A)
 Bernie Turgeon (MS CAB 5)
 Park and Recreation Department
 Robin Stribley, Wetland Advisory Board (MS 44) (2 copies)
 Jeff Harkness (MS 804A)
 Bill Lawrence, Los Penasquitos Canyon Preserve (MS 35)
 Historical Site Board (87)
 Office of the City Attorney (MS 59)

City of Del Mar (96)

Others

Friends of Famosa Slough (324) (2 copies)
 San Diego Gas & Electric Company (114)
 Metropolitan Transit Development Board (115)
 SANDAG (108)
 UCSD Library (134)
 Sierra Club (165, 165A)
 San Diego Natural History Museum (166)
 San Diego Audubon Society (167)

Environmental Health Coalition (169)
 California Native Plant Society (170)
 Citizens Coordinate for Century III (179)
 The Southwest Center for Biological Diversity (176)
 Dr. Florence Shipek (208)
 Dr. Lynne Christianson (208A)
 San Diego State University (210)
 Save Our Heritage Organization (214)
 Ron Christman (215)
 Louie Guassac (215A)
 San Diego County Archaeological Society (218)
 Kumeyaay Cultural Repatriation Society (225)
 Barona Group of Capitan Grande Band of Mission Indians (225A)
 Campo Band of Mission Indians (225B)
 Cuyapaipe band of Mission Indians (225C)
 Inaja and Cosmit Band of Mission Indians (225D)
 Jamul Indian Village (225E)
 La Posta Band of Mission Indians (225F)
 Manzanita Band of Mission Indians (225G)
 Sycuan Band of Mission Indians (225H)
 Viejas Group of Capitan Grande Band of Mission Indians (225I)
 Mesa Grande Band of Mission Indians (225J)
 San Pasqual Band of Mission Indians (225K)
 Santa Ysabel Band of Diegueno Indians (225L)
 La Jolla Band of Mission Indians (225M)
 Pala Band of Mission Indians (225N)
 Pauma Band of Mission Indians (225O)
 Pechanga Band of Mission Indians (225P)
 San Luiseno Band of Mission Indians/Rincon (225Q)
 Los Coyotes Band of Indians (225R)
 Endangered Habitats League (182)
 Carmel Valley Community Planning Board (350)
 Pardee Construction Company (345)
 The Baldwin Company (357)
 Del Mar Terrace Property Owners Association (467)
 Opal Trueblood (362)
 Los Penasquitos Canyon Preserve (360)
 Torrey Pines Community Planning Group (469)
 Los Penasquitos Lagoon Foundation (384)

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- () Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (X) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft Mitigated Negative Declaration, the Monitoring and Reporting Program and any Initial Study material are available in the office of the Land Development Review Division for review, or for purchase at the cost of reproduction.



Cathy Cibit, Senior Planner
Planning & Development Review

4-18-00
Date of Draft Report

7-7-00
Date of Final Report

Analyst: Cibit

EXHIBIT E

DUDEK PROPOSAL FOR REMEDIAL RESTORATION DESIGN AND BIOLOGICAL MONITORING SERVICES

May 16, 2018

7643-00

Carrie Purcell
Principal Planner
City of San Diego, Public Works Department
525 B Street, MS 908A,
San Diego, CA 92101

Subject: Proposal for Remedial Restoration Design and Biological Monitoring Services for the Sorrento Creek Maintenance Dredging Project - Famosa Slough Off-Site Salt Marsh Mitigation Area located in the City of San Diego, California.

Dear Ms. Purcell:

Dudek is submitting this proposal to provide remedial restoration design and biological monitoring for the Sorrento Creek Maintenance Dredging Project - Famosa Slough Off-Site Salt Marsh Mitigation Area (Famosa Slough Mitigation Project) located in the City of San Diego, California. Remedial work is proposed for the Famosa Slough Mitigation Project to promote native salt marsh vegetation establishment in areas consistently underperforming over the course of the project. Remedial work shall be implemented with the goal of achieving the ultimate (Year Five) performance standards established in the *Conceptual Salt Marsh Mitigation Plan for the Sorrento Creek Maintenance Dredging Project, 2004* (Dudek; Conceptual Plan) and facilitate resource agency signoff.

A proposal to provide native revegetation consulting services for the remedial work described herein is attached separately. Due to the nature of the soil issues, Dudek is proposing a two-step approach. Step one is to implement a pilot study to determine the appropriate mix of spoil amendments and additives that will most effectively modify the soil properties to alleviate capillary movement of salt to the soil surface and provide a growth medium for successful native salt marsh vegetation community establishment as envisioned in the approved conceptual plan. The second step would be to implement the best alternative based on the results of the pilot study.

PROJECT UNDERSTANDING

The Famosa Slough Mitigation Project serves to mitigate for impacts to non-tidal salt marsh (primarily alkali heath (*Frankenia salina*)) that occurred during the initial dredging for the Sorrento Creek flood control channel in upper Los Penasquitos Lagoon. The Sorrento Creek flood control channel project was obligated to the requirements of the approved Conceptual Plan, City of San Diego Biological Guidelines, and project permits issued by the Army Corps of Engineers (404

Ms. Carrie Purcell

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permit number 97-20160), California Department of Fish and Wildlife (1601 Streambed Alteration Agreement number 5-265-97) and the Regional Water Quality Control Board (WDR No. 96-32).

The Famosa Slough Project was installed in March of 2005 and provided re-establishment compensatory mitigation for the entire 2:1 mitigation ratio. The mitigation site was maintained and monitored, per the requirements of the Conceptual Plan through the required five-year maintenance and monitoring period, which concluded in July 2010. At the end of the five-year maintenance and monitoring period, the project achieved all established success criteria except minimum native cover in the salt marsh area. The deficiency of native salt marsh cover was unacceptable by ACOE.

Inappropriate soils were identified as the cause for native salt marsh vegetation cover deficiencies. The predominately sandy soil texture and lack of organics promotes excessive capillary movement of water up through the soil horizon and evaporation from the soil surface, leaving behind salts and creating a hypersaline condition for establishing plants. During the course of the five-year monitoring and maintenance period, remedial measures were implemented, but did not rectify the deficits in native vegetation development. Remedial measures included; supplemental planting, incorporating organic matter into surface soils, and lowering surface elevations to increase the area of tidal inundation.

Biological monitoring was extended after the conclusion of the five-year period to track progress of native cover development, which did not substantially improve. No natural recruitment of native salt marsh species has been recorded onsite. Increases in native cover have occurred from growth of installed individuals. Although small areas of the site developed adequate salt marsh cover, the majority of the site continues to struggle. In order to achieve the target native salt marsh cover intended by the Conceptual Plan and Project permits, the following scope of work is proposed.

SCOPE OF WORK

The most cost effective approach to limit capillary movement of salt through the soil profile is to amend existing site soils to change the texture and organic content of the top 6 inches of soil, essentially capping the sandy soils. The amended soil cap is intended to promote successful establishment of native salt marsh cover, as proposed by the Conceptual Plan and Project permits. Remedial work is proposed for 0.28 acre of the 0.37-acre salt marsh creation area. Remedial work includes excavating the top 3 inches of sandy soils, importing and incorporating 3 inches of clay and topper organic amendment into the top 3 inches of existing site soil, replanting the site with native container stock, installation of a salt marsh seed mix, and installation of a temporary irrigation system to support plant establishment. The intent of this approach is to maintain the

Ms. Carrie Purcell

Subject: Proposal for Remedial Restoration Design and Biological Monitoring for the Sorrento Creek Maintenance Dredging Project - Famosa Slough Off-Site Salt Marsh Mitigation Area located in the City of San Diego, California.

existing ground elevations and contours that currently provide appropriate tidal inundation. Although target native cover may achieve the necessary cover requirements sooner, biological monitoring and contractor maintenance is proposed for a three-year period to allow an adequate timeframe for salt marsh cover establishment.

Prior to implementing a remedial work plan, it is recommended that a pilot study be implemented to determine the effectiveness of the approach. The pilot study will test a series of soil amendment alternatives and identify a treatment strategy that will successfully improve soil conditions to promote successful vegetation development for implementation on a project wide remedial work plan. The proposed pilot study will be conducted by a qualified Dudek biologist specializing in habitat restoration, installation and maintenance will be conducted by HRS, a full-service, A-General Engineering, C-27 landscaping and restoration firm specializing in restoration, and natural resource management and maintenance.

This scope of work also includes generating a remedial work plan, which outlines proposed remedial work and provides proper notification to the applicable resource agencies. The memo will include a brief project description, schedule for completion, plant palette of replacement plants, maintenance and monitoring recommendation, and resource protection measures to be implemented.

Task 1 Soil Treatment Pilot Study

Dudek will implement a pilot study that includes analysis of existing soils on site and constructing a series of test plots to observe the effectiveness of soil treatment alternatives. Soil treatment alternatives will be developed based on the results of soil analysis. Three soil samples will be collected and submitted for agricultural suitability and textural analysis including; two soil samples from underperforming areas of the project site and one sample from the healthy vegetated tidal salt marsh reference site adjacent to the project site. A suite of soil treatment alternatives will be developed based on soil nutrient deficiencies and toxicities identified from testing, and comparison to healthy reference soil results.

Dudek and HRS propose to conduct manual probing of the project site to determine the extent and distribution of buried debris such as concrete blocks and other inert building debris that would have an impact on the treatment methods (soil import) and project cost (haul-off and disposal volume).

Test plots will include establishing up to four two-square meter plots with a different soil treatment in each. Based on preliminary analysis, it is anticipated that treatment will include amendment

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products that increase the percentage of organics in the soil to alter soil texture. Following soil amending, plots will be planted and seeded with native salt marsh vegetation. Success will be evaluated primarily on seedling recruitment and survival as well as container plant health and vigor throughout the summer test period.

Each plot will be watered upon planting, and biweekly for months one and two, and monthly for the remainder of the study. It is anticipated that the pilot study will be conducted for 4-6 months, with evaluation of success based on container plant health, evidence of germination and survival from applied seeds, and results from post-study soil testing. Results of the pilot study will provide recommendations for soil treatment for a site wide remedial work plan. It is recommended that the pilot study be implemented in the late spring (June) of 2018, allowing for completion in the fall-early winter and implementation of the site wide remedial work in the early winter of 2018.

A total of 6 monitoring visits are included in this scope of work, including:

- Pre-study soil sample collection (1 visit)
- Installation supervision and monitoring (2 visits)
- Progress Monitoring visits; Month One and Three (2 visits)
- Final evaluation and post-study soil sample collection (1 visit)

A monitoring report summarizing project progress shall be provided after every site visit with a final memo provided at the completion of the pilot study. The final memo shall describe the methods and materials used during implementation, summarize contractor maintenance, provide results of the test plots and provide recommendations to be implemented with the remedial work plan.

Task 2 Remedial Work Plan

Dudek will prepare a remedial work plan to provide the regulating resource agencies a description of proposed remedial work for the Famosa Slough Project based on the findings of the pilot project. The work plan will include a remedial restoration strategy to achieve performance standards established in the Conceptual Plan and Project permits, specifically for the achievement of native cover goals.

The remedial work plan will be generated in memo format and will include; a brief project background, reference to existing project permits and regulatory requirements, a rationale for remedial work, and provide specific strategies for implementation of the proposed work. The implementation plan will describe specific methods for remedial restoration including earthwork,

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plant salvage and container planting, supplemental irrigation, site protection measures, and an extended contractor maintenance and biological monitoring program. Specific details to guide installation, including; a soil import specification, plant palettes, specific requirements for long-term maintenance and monitoring, and supportive maps and graphics will also be included.

Assumptions

- This scope of work does not include submittal or processing of additional permit applications or amendments, additional biological surveys or studies, and preparation of construction documents.

Task 3: Site Remediation

The selected treatment plan from the pilot study that demonstrates the best seedling recruitment and survival will be implemented across 0.28 acre of the 0.37-acre project site where sandy soils are present and inhibiting native recruitment and plant survival. Implementation will include; removal and export of the top 3 inches of soil, importing and incorporating 3 inches of clay and topsoil organic amendment into the existing site soil, replanting the site with native container stock, application of a salt marsh seed mix, and installation of a temporary irrigation system to support plant establishment. This proposal assumes the City will pay all water costs from the existing water meter on W. Point Loma Boulevard.

Site remediation under this scope of work includes one year of maintenance to address weeds, trash and other issues that may arise and impede project success. Additional maintenance after one year can be provided at an additional cost.

Task 4: Remedial Restoration Monitoring (Installation and Post-Installation)

Dudek will conduct biological monitoring for the remedial installation phase and for one year following installation. Monitoring shall be conducted to provide guidance and oversight to ensure the contractor follows the intent of work proposed in the remedial work plan and track restoration progress for the first year following installation.

Installation monitoring shall provide supervision and direction during remedial work, as described in the remedial work plan. Monitoring shall be conducted during all restoration activities including; plant salvage, soil excavation and export, soil import and fine grading, irrigation layout and activation, BMP installation, container plant and salvaged plant installation, monthly inspections for the first 120-days following installation (plant establishment period) and quarterly monitoring for the remainder of Year One. Monitoring visits shall be conducted at all installation milestone events to provide contractor direction and include recommendations for project

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compliance. A total of 14 visits are included in this scope of work, with 7 during the remedial installation phase and 7 for the one-year maintenance and monitoring phase:

Milestone inspections shall include:

- Remedial Installation Phase (7 visits proposed to complete all milestone events)
 - Pre-construction orientation and environmental training
 - Inspect perimeter controls, and monitor container plant salvage, soil excavation and installation of temporary best management practices (BMPs)
 - Inspect import soil and monitor initial placement
 - Monitor soil import, fine grading and BMP installation
 - Inspect establishment of an irrigation point of connection (POC), verification of irrigation system assembly and irrigation system spray coverage check
 - Container plant inspection (Verification of health and quantity of delivered container plants)
 - Confirm layout of container plant prior to installation
 - Plant installation review and seed application verification
 - Post-installation walk through (City/Contractor/Project Biologist)
- Monthly monitoring for the post-installation 120-day plant establishment period (PEP) and Quarterly monitoring for the remainder of Year One (7 visits)

Following successful completion of installation, a final walk through will be conducted with the City to verify compliance with remedial work plan requirements. A brief memo will be provided to the City documenting completion of remedial work.

All monitoring visits during the maintenance phase will include a site walkthrough and characterization of the project area. General observations will be noted, such as evidence of tidal fluctuation and inundation, wildlife use, vegetation cover development from planted container plants and natural recruitment, prevalence of weeds, condition and function of the irrigation system, any general maintenance issues, or any deficiencies requiring corrective action. A site observation report summarizing observations and providing recommendations for contractor maintenance towards achievement of project goals will be provided following all long-term monitoring visits (7 total). Site photos and descriptive maps will be included to assist in the interpretation of recommendations, as needed. An estimate of total native cover compared to the Project established performance standards will be provided with each report.

Ms. Carrie Purcell

Subject: Proposal for Remedial Restoration Design and Biological Monitoring for the Sorrento Creek Maintenance Dredging Project - Famosa Slough Off-Site Salt Marsh Mitigation Area located in the City of San Diego, California.

Additional monitoring past the one-year maintenance period and coordination with regulating resource agencies for project sign off is not included in this scope of work, but can be provided at an additional cost.


COST ESTIMATE

The pilot project scope of work (Task 1) for both Dudek and HRS will be billed on a time-and-materials basis not to exceed \$23,800.00 (Dudek: \$7,300.00, HRS: \$16,500.00). Subsequent installation, maintenance and monitoring by Dudek and HRS (Tasks 2-4) will be billed on a time-and-materials basis not to exceed \$146,196.00 (Dudek Tasks 2 & 4: \$15,395, HRS Task 3: \$130,801). The grand total for Tasks 1-4 is \$169,996.

Dudek and HRS work will be billed in accordance with our 2018 standard schedule of charges. HRS work is billed at prevailing wage rates. Direct costs and HRS cost do not include a markup. This cost estimate is based on labor hours, and direct costs associated with each required task as shown in each respective scope of work and the Dudek Cost Estimate Spreadsheet. The scope of work and cost estimate described above reflects our current understanding of the project requirements.

We sincerely appreciate this opportunity to provide joint biological and contracting services for this project and would be happy to discuss project in greater depth. Please feel free to contact me at 760.479.4274 or via email at sfraser@dudek.com if you have any questions.

Sincerely,



Stuart Fraser,
Habitat Restoration Specialist/RLA # 5301

*Att.: Cost Breakdown Spreadsheets
2018 Standard Schedule of Charges*

*cc: Sean Paver, City of San Diego
Rebecca Alvidrez, City of San Diego
Michael Sweesy, Dudek
Kyle Matthews, HRS*

EXHIBIT F

SAMPLE CITY INVOICE WITH SPEND CURVE

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
	Total Authorized Amount (including approved Change Order)				\$ -		\$ -		\$ -	Total Billed	\$ -

SUMMARY

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D)	\$ -
F. Less Total Previous Payments	\$ -
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

**I certify that the materials
have been received by me in
the quality and quantity specified**

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

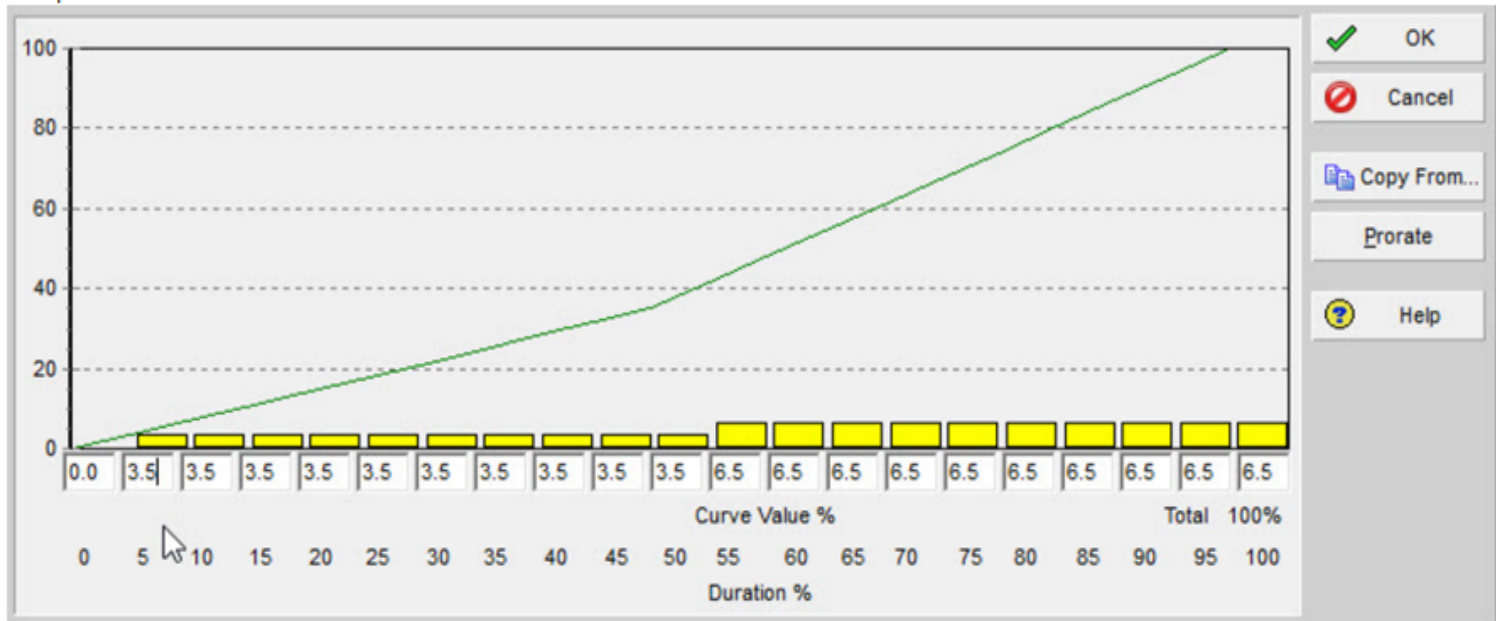
Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value
Duration % Increment

0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

Sample Screenshot from Primavera P6



ATTACHMENT B

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ATTACHMENT C

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ATTACHMENT D

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ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - 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 7:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid **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 3 – CHANGES IN WORK

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

ADD:
3-5.1

Claims.

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

3-5.1.1 **Initiation of Claim.**

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

3-5.1.1.1 **Claim Certification Submittal.**

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:

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

3-5.1.2 Initial Determination.

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

3-5.1.3 Settlement Meeting.

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

3-5.1.4 City's Final Determination.

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

3-5.1.5 Mandatory Assistance.

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

- b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.5.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.5, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

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

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

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

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

**ADD:
3-5.4**

Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

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

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

11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid** and on the City's Product Submittal Form available at:

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

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

6-1.1 Construction Schedule. To the "WHITEBOOK", item 5, 9, 20, and 22, DELETE in their entirety and SUBSTITUTE with the following:

5. Monthly progress payments are contingent upon the submittal of an updated Schedule and cash flow forecast as discussed in item 22 of 6-1.1, "Construction Schedule" to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.

9. Inclusive to the Contract Time, include 15 Working Days to the Schedule for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
20. The **120 Calendar Day** for the Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".
22. With every pay request, submit the following:
 - a) An updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in **Exhibit F – Sample City Invoice with Spend Curve** and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly. See "Cash Flow Curve Fitting Example" at the location below:

<https://www.sandiego.gov/publicworks/edocref>

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared a **Mitigated Negative Declaration (MND)** for **Sorrento Creek Drainage Channel, Project No. S-00605** as referenced in the Contract Exhibit. You shall comply with all requirements of the **MND** as set forth in **Exhibit D**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

7-3 INSURANCE.

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

7-3.1

Policies and Procedures.

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

7-3.2

Types of Insurance.

7-3.2.1

Commercial General Liability Insurance.

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

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

7-3.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

7-3.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

7-4 NOT USED. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

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

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

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

7-4.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**ADD:
7-6**

THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-8.6

Water Pollution Control. To the "WHITEBOOK", ADD the following:

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

7-13.4

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 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

7-21.1 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.

SECTION 9 - MEASUREMENT AND PAYMENT

ADD:

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

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

SECTION 217 – BEDDING AND BACKFILL MATERIALS

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

TABLE 217-2.2

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

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

SECTION 600 - ACCESS

**ADD:
600-1**

GENERAL. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

802-2.1 Project Biologist. To the "WHITEBOOK", ADD the following:

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

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

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

CERTIFICATIONS AND FORMS

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

Equal Benefits Ordinance Certification

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

AFFIDAVIT OF DISPOSAL

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

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

**WETLAND RESTORATION AND BIOLOGICAL MONITORING SERVICES FOR THE FAMOSA SLOUGH
OFF-SITE SALT MARSH MITIGATION SITE**

(Project Title)

as particularly described in said contract and identified as Proposal No. **K-18-1768-SLS-1**, SAP No. (WBS/IO/CC) **S-00605**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____

Contractor

ATTEST:

State of _____ County of _____

On this _____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____
_____ known to me to be the _____

Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
6/13/16	Carlsbad, CA	Construction defects where Dudek served as Const Mgr on a City of Carlsbad project	Y	Discovery is continuing	Likely to settle
3/28/17	Riverside, CA	AIG files an intervener's cross-complaint against Dudek and other consultants/contractors.	Y	Discovery is ongoing	Likely to settle
3/27/18	Sacramento, CA	Employment discrimination	Y	Discovery is ongoing	Likely to settle

Contractor Name: Dudek

Certified By Christine Moore Title CFO
Name

Christine Moore Date 7/5/18
Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Dudek			
Legal Name		DBA	
605 3rd Street	Encinitas	CA	92024
Street Address	City	State	Zip
Chris Moore, CFO	760-489-4872		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	N/A	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)	
Interest in the transaction		

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

Christine Moore, CFO Christine Moore 7/5/18
 Print Name, Title Signature Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Habitat Restoration Sciences, Inc.</u> Address: <u>1217 Distribution Way</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>760 479 4210</u> Email: <u>kmatthews@hrs.dudek.com</u>	Contractor	#842661	landscape construction and maintenance	\$130,801	OBE	N/A	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							