

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Damian Singleton – Contract Specialist, Email: dsingleton@sandiego.gov
Ph No. (619) 533-3482 - Fax No. (619) 533-3633
J SORIANO / B DORINGO / LS



CONTRACT DOCUMENTS

FOR

VIA RIALTO DRIVE AT 7425 & 7435 SD REPAIR

VOLUME 1 OF 2

BID NO.:	<u>L-13-5569-DBB-1-A</u>
SAP NO. (WBS/IO/CC):	<u>B-00609</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>CA</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

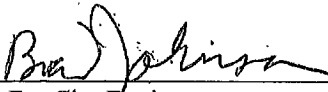
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE FIRMS ONLY.

BID DUE DATE:

**1:30 PM
MAY 14, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

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

3/28/13
Date

Seal:



TABLE OF CONTENTS

1. NOTICE INVITING BIDS.....	4-16
2. CONTRACT FORMS AGREEMENT.....	17-19
3. CONTRACT/AGREEMENTS ATTACHMENTS	20
1. Performance Bond and Labor and Materialmen’s Bond.....	21-22
2. Drug-Free Workplace.....	23
3. American with Disabilities Act (ADA) Compliance Certification	24
4. Contractor Standards - Pledge of Compliance Certificate.....	25
5. Affidavit of Disposal Certificate	26
4. SUPPLEMENTARY SPECIAL PROVISIONS	27-33
5. SUPPLEMENTARY SPECIAL PROVISIONS – APPENDICES.....	34
A. CEQA Exemption.....	35-36
B. Sample City Invoice	37-38
C. Location Map.....	39-40
D. Via Rialto Revegetation Plan	41-42
E. Long-Term Re-vegetation Maintenance Contract	43-57
F. Coastal Development/Site Development Permit	58-70

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Via Rialto Drive at 7425 & 7435 SD Repair** (Project).
3. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Implementation of the Revegetation, drawing found in Appendix "D". Installation of container plants, removal of invasive non native plant material, hydroseed etc. Additionally, the Contractor shall enter into the "Long Term Maintenance Agreement" found in Appendix "E" and shall be responsible for a success criteria as found in the revegetation plans

3.1. The Work shall be performed in accordance with:

3.1.1. This Notice Inviting Bids.

4. **EQUAL OPPORTUNITY**

4.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force

Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.

4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
 8. The Contractor disseminates its EEO Policy to union and community organizations.
 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.

11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

5. SUBCONTRACTING PARTICIPATION PERCENTAGES.

- 5.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- 5.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

**Total voluntary subcontractor participation percentage for this project is
21.2%.**

6. PRE-BID MEETING:

- 6.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the **Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at 10:00 A.M., on APRIL 17th, 2013.**
- 6.2. All potential bidders are encouraged to attend.
- 6.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting

Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

7.1. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City’s web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

7.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

8. CONSTRUCTION COST: The City’s estimated construction cost for this contract is **\$26,000.00**.

9. LOCATION OF WORK: The location of the Work is as follows:

10. CONTRACT TIME: The Contract Time for completion of the Work shall be **116 Working Day**.

11. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

11.1. The City has determined the following licensing classification for this contract:

- **Class C-27**

12. JOINT VENTURE CONTRACTORS. Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.

13. WAGE RATES: Prevailing wages are not applicable to this contract See Funding Agency Provisions that follow for more information.

14. INSURANCE REQUIREMENTS:

14.1. 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.

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

15. PREQUALIFICATION OF CONTRACTORS:

15.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>

15.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

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

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

17. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.

18. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
19. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
20. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
21. **AWARD PROCESS:**
 - 21.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 21.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
 - 21.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
22. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
23. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
24. **QUESTIONS:**
 - 24.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
 - 24.2. Questions received less than 14 days prior to the date for opening of Bids may not be answered.

- 24.3. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- 24.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
25. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
26. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and 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 and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
27. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 27.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 27.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 27.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 27.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
28. **BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 28.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank

properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

- 28.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- 28.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

29. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 29.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 29.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 29.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 29.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 29.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- 29.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 29.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.

29.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

30. BID RESULTS:

30.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page: <http://www.sandiego.gov/bids-contracts/>, with the name of the newly designated Apparent Low Bidder.

30.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

31. THE CONTRACT:

31.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

31.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. 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.

31.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

31.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

31.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the

next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder 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.

- 32. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder 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 (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder 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 Bidding Documents Proposal, Plans, and Specifications.
- 33. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 33.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 33.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 33.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 33.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 33.5.** 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.
- 33.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 33.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 34. PRE-AWARD ACTIVITIES:**
- 34.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 34.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

35. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for the items of Work such as extended re-vegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance as specified in 2-4, “CONTRACT BONDS,” 7-3, “LIABILITY INSURANCE,” and 7-4 WORKERS’ COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

36. REQUIRED DOCUMENT SCHEDULE:

36.1. The Bidder’s attention is directed to the City’s Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

36.2. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City’s web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	PRIOR TO PRE-CONSTRUCTION MEETING	LOW BIDDER	Contractor’s Experience and Past Project Documentation. See Section 700
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and WESTERN GARDENS LANDSCAPING, INC., herein called "Contractor" for construction of **Via Rialto Drive at 7425 & 7435 SD Repair**; Bid No. **L-13-5569-DBB-1-A**; in the amount of **TWENTY-FIVE THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS AND 50/100 (\$25,286.50)**, which is comprised of the Base Bid.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) Supplemental Agreement.
 - (e) That certain documents entitled [Project Title], on file in the office of the Public Works Department as Document No. **B-00609**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Via Rialto Drive at 7425 & 7435 SD Repair**; Bid No. **L-13-5569-DBB-1-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. 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.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)
AGREEMENT

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By Tony Heinrichs

By Heather L. Stroud

Print Name: _____
Tony Heinrichs

Print Name: Heather L. Stroud
Deputy City Attorney

Date: 8/20/13

Date: 8/20/13

CONTRACTOR

By Greg Vasilieff

Print Name: Greg Vasilieff

Title: President

Date: 6-13-13

City of San Diego License No.: B1996003162

State Contractor's License No.: 662550

CONTRACT/AGREEMENT
ATTACHMENTS

CONTRACT ATTACHMENT
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

WESTERN GARDENS LANDSCAPING, INC. _____, a corporation, as principal, and Indemnity Company of California _____, 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 **TWENTY-FIVE THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS AND 50/100 (\$25,286.50)** for the faithful performance of the annexed contract, and in the sum of **TWENTY-FIVE THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS AND 50/100 (\$25,286.50)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract, **Via Rialto Drive at 7425 & 7435 SD Repair; Bid No. L-13-5569-DBB-1-A**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

CONTRACT ATTACHMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

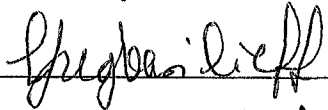
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated June 10, 2013

Approved as to Form and Legality


Western Gardens Landscaping, Inc.

Principal

By 

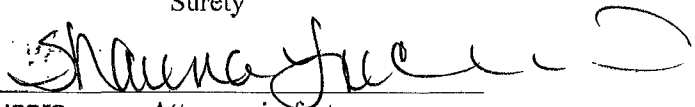
Greg Vasiliuff
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

Indemnity Company of California

Surety

By 
Shauna Lucero, Attorney-in-fact

Approved:

By 
Tony Heinrichs, Director of Public Works

500 S Kraemer Blvd, Suite 300

Local Address of Surety

Brea, CA 92821

Local Address (City, State) of Surety
(714) 784-5539

Local Telephone No. of Surety

Premium \$ **632.00**

Bond No. **387981P**

ACKNOWLEDGMENT

State of California
County of Fresno)

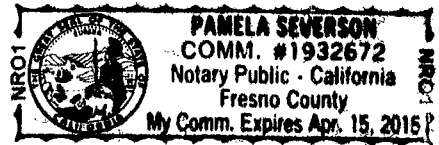
On 10th June, 2013 before me, Pamela Severson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Pamela Severson* (Seal)



RE: Western Gardens

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: *****Shauna Lucero*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

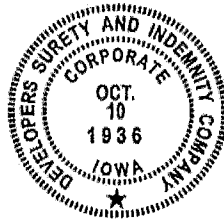
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 16, 2012.

By: *Daniel Young*
Daniel Young, Senior Vice-President

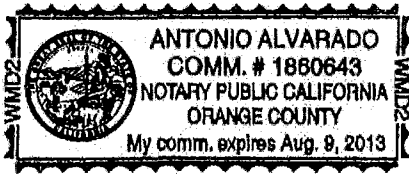
By: *Gregg N. Okura*
Gregg N. Okura, Vice-President



State of California
County of Orange

On November 16, 2012 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 10th day of June, 2013.

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary

CONTRACTOR CERTIFICATION

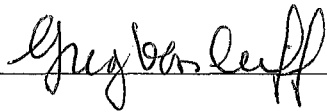
DRUG-FREE WORKPLACE

PROJECT TITLE: Via Rialto Drive at 7425 & 7435 SD Repair

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;

Western Gardens Landscaping, Inc.
(Name under which business is conducted)

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

Signed 
Printed Name GREG VASILIEFF
Title President

CONTRACTOR CERTIFICATION

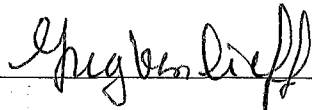
AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Via Rialto Drive at 7425 & 7435 SD Repair

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;

Western Gardens Landscaping, Inc.
(Name under which business is conducted)

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

Signed 

Printed Name GREG VASILIEFF

Title President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Via Rialto Drive at 7425 & 7435 SD Repair

I declare under penalty of perjury that I am authorized to make this certification on behalf of Western Gardens Landscaping Inc as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 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 § 22.3224.

Dated this 13th Day of June, 2013.

Signed Greg Vasiliuff

Printed Name GREG VASILIEFF

Title President

AFFIDAVIT OF DISPOSAL

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

Via Rialto Drive at 7425 &7435 SD Repair
(Name of Project)

as particularly described in said contract and identified as Bid No. **L-13-5569-DBB-1-A**; SAP No. (WBS/CC/IO) **B-00609** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
 - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
-

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplements, ADD the following:

The Normal Working Hours are 8:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

SECTION 4 - CONTROL OF MATERIALS

4-1.6 Trade Names or Equals. ADD the following:

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must 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. Payment for insurance is included in the various items of Work as bid by you, and 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 must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must 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 must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense must be outside the policy limits. Policy coverage must 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 must 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 must 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 must 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 must 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 must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer’s Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer’s Estimate is less than \$1,000,000 must 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 must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must 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 must 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 must pay for all deductibles and self-insured retentions. You must 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 must 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 must follow the form of the primary policy or policies e.g., all endorsements.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you must 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 must 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 require 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 must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation.

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

7-8.6 Water Pollution Control. ADD the following:

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

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

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplements, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, “PAYROLL RECORDS” and 2-16, “CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.”

SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING

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

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Emergency CEQA Exemption (Project No. 133188)** and a **Coastal Development/Site Development Permit (Project No. 222828)** for **Via Rialto Drive at 7425 & 7435 SD Repair**, as referenced in the Contract Appendix “A” and Appendix “F”.

Compliance with the City’s environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
CEQA Exemption

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: 222828

PROJECT TITLE: Via Rialto Storm drain Repair

PROJECT LOCATION-SPECIFIC: The Via Rialto Storm Drain is located in a canyon approximately 60 feet down slope from a single family home at 7435 Caminito Rialto. The site is in the La Jolla Shores Planned District and is zoned SF (Single Family). It is also located within the Coastal Overlay Zone (Non-Appealable Area 2) and the La Jolla Community Plan Area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Coastal Development Permit and Site Development Permit for previous emergency work to repair a failed storm water drain. As a result of past heavy rains a portion of the existing storm drain was washed out and on January 11, 2010, the City Engineer requested to perform emergency repair work to the failed storm water drain and eroded steep slope. On January 15, 2010, Development Services staff issued a Determination of Emergency Environmental Exemption and Emergency Coastal Development No. 673200. The emergency work was completed in May, 2010. The emergency work restored the storm water drain which included installation of a new 5-foot by 5-foot manhole/cleanout at the failure location, removal and replacement of 55 feet of damaged CMP storm water drain with high density polyethylene (HDPE) storm pipe, lining of the existing storm drain from the street to the inlet to the new manhole/cleanout, and installation of a headwall with an energy dissipater at the outlet. Revegetation of the slope has not been completed; however, a Revegetation Plan is included as part of the Coastal Development and Site Development Permits. The current project includes the emergency repair work that has already been completed plus the proposed revegetation plan.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Engineering and Capital Projects Department. Contact Kerry Santoro, 600 B St, Ste 800 San Diego CA, 92101 619-533-5406.

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
() EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
(X) CATEGORICAL EXEMPTIONS: 15302 (REPLACEMENT OR RECONSTRUCTION) AND 15301(EXISTING FACILITIES)
() STATUTORY EXEMPTION:
(X) OTHER: 15061(b)(3) (GENERAL RULE)

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an Initial Study which determined that the project would not result in significant environmental impacts and meets the criteria set forth in CEQA Sections 15301, 15302, and 15061(b)(3) (General Rule). The only physical change associated with the project is the implementation of the revegetation plan. Since the revegetation would not result in a significant effect on the environment the project would be exempt from CEQA in accordance with Section 15061(b)(3). Furthermore, since the project replaced an existing storm drain with a new storm pipe without increasing capacity and would return the surrounding vegetation to preexisting conditions the project is exempt from CEQA Sections 15301 and 15302. These CEQA sections allow for the replacement of damaged public facilities with new facilities serving the same purpose without increasing capacity. Therefore, the Via Rialto Storm Drain project is exempt from CEQA and the exceptions listed in CEQA Section 15300.2 would not apply.

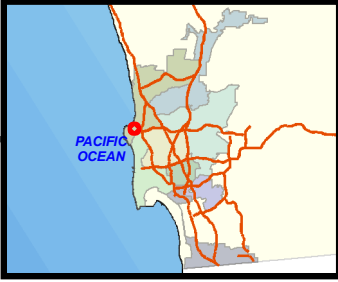
APPENDIX B

Sample City Invoice

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC):											
City Purchase Order No. :						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

APPENDIX C

Location Map



VIA RIALTO STORM DRAIN REPAIR

SENIOR ENGINEER
JAMAL BATTA
 (619) 533-7482

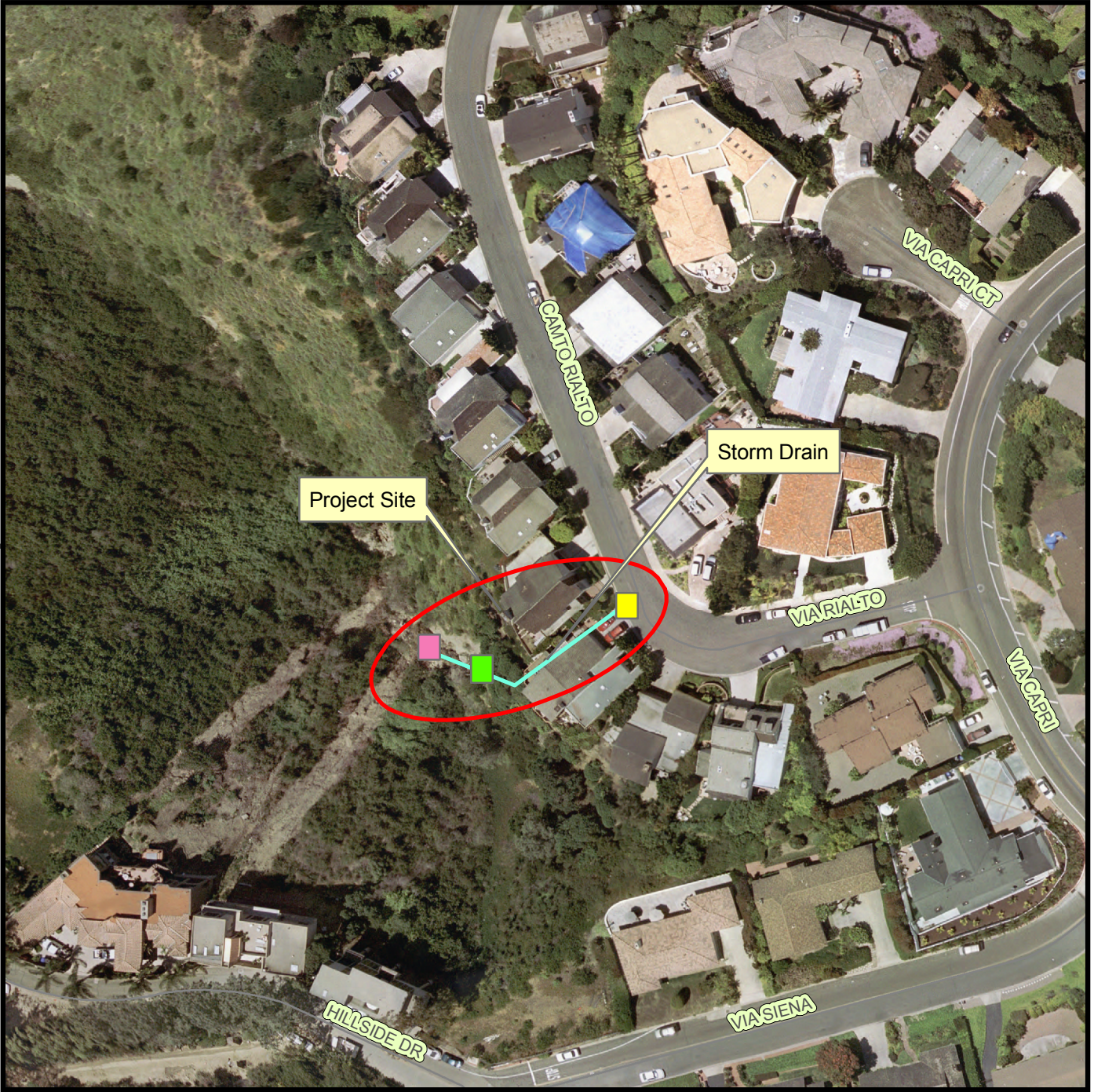
PROJECT MANAGER
JEFF SORIANO
 (619) 533-5140

PROJECT ENGINEER
RON FOX
 (619) 533-7505

PUBLIC INFORMATION OFFICER
 (619) 533-4207



Division Name - ROWD



LEGEND

 Via Rialto Storm Drain



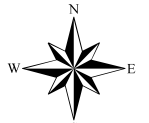
Inlet



Manhole/Cleanout for maintenance



Outlet



No Scale

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduced with permission granted by RAND McNALLY & COMPANY, Inc. to SanGIS. This map is copyrighted by RAND McNALLY & COMPANY, Inc. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND McNALLY & COMPANY, Inc.



APPENDIX D

Via Rialto Revegetation Plan

APPENDIX E

LONG-TERM RE-VEGETATION MAINTENANCE AGREEMENT

LONG-TERM REVEGETATION MAINTENANCE CONTRACT

This Long-Term Revegetation Maintenance Contract [Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and [insert name of the Contractor, to be identified after award] [Contractor], who may be individually or collectively referred to herein as a “Party” or the “Parties.”

RECITALS

- A. Concurrent with the Contract execution, the Parties entered into an agreement [Agreement] for the construction of **Via Rialto Drive at 7425 &7435 SD Repair** [Project], WBS No. **B-00609**, Bid No. **L-13-5569-DBB-1-A**.
- B. In accordance with the Agreement, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Via Rialto Storm Drain Revegetation/Restoration Planting** [Maintenance Requirements].
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this contract i.e., Maintenance Requirements.

NOW, THEREFORE, 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:

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this contract by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this contract are incorporated into this contract by this reference.
- C. **Contract Term.** This contract shall be effective on the date the Notice of Completion for the Agreement is executed, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This contract is subject to the terms and conditions of the Agreement included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOCP Section except as follows.

SECTION 1: SCOPE OF WORK

- 1.1 **General.** The Contractor shall fulfill the Project’s Maintenance Requirements [Work] as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in the written in Exhibit A, at the direction of the City.

1.2 Work Schedule. After receiving notification from the City, the Contractor shall create a comprehensive schedule of Work for performance of this contract [Schedule] for the City's approval. The Schedule shall include routine work and inspection and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

1.3 Commencement of Work & Maintenance Period. The Contract shall begin on the date indicated in the field notification to be issued by City to the Contractor in accordance with the Project's Agreement [Field Notification], and shall continue for **25** months. A copy of the Field Notification shall be attached hereto as Exhibit B.

1.4 Performance of Work. The Work shall be performed in accordance with the manufacturer's recommendations.

1.5 License. The Contractor shall hold the following licenses in good standing:

- a) C-27 State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a C-27 State Contractor's License.
- b) Pest Control Advisor's License. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
- c) Registration with the County Agriculture Commission.
- d) Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
- e) City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. See Exhibit C.

1.6 Hours of Performance. The Contractor shall perform the Work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday [Working Hours]. The City may, in its sole discretion, grant permission to Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to area residents, shall not begin before 7:00 a.m.

SECTION 2: ADMINISTRATION

2.1 Contract Administrator. The **Developmental Service Department** is the Contract Administrator for the Contract. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this contract and the Contractor's performance of the Work rendered hereunder. When this contract refers to communications to or with City, those communications shall be with the City, unless the City or this contract specifies otherwise. Further, when this contract requires an act or approval by City, that act or approval will be performed by the City.

- 2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this contract with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls from the City shall be returned within a 1 hour period.
- 2.3 Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4 Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this contract.
- 2.5 Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

PART 3: WORK SITE MAINTENANCE

- 3.1 Use of Chemicals.** The Contractor shall submit to City for approval sample labels and MSDS for all chemical herbicides, rodenticides and pesticides proposed for use under this contract. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this contract. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2 Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. The Contractor's failure to properly manage and conserve water may result in deductions or other penalties.

If Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for Contractor's failure to follow water conservation regulations imposed by the City, the State of California, the County Water Authority, or other legal entity shall be Contractor's responsibility and may be deducted from the monthly payment.

- 3.3 Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site unless specified otherwise.
- 3.4 Satisfactory Progression.** If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this contract shall not exceed \$[the Contractor's lump sum bid amount for this long-term maintenance contract; will be established during the award process] [Contract Price].
- 4.2 Wage Rates.** Refer to the Agreement for Prevailing wages requirements for this contract.
- 4.3 Method of Payment and Reports.** The payments will be made monthly as a linear percentage of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Agreement shall constitute a basis for withholding of payment by the City.
- 4.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

The item(s) of the work subject to this maintenance coverage as specified in Exhibit A [Maintenance Items] have been determined to be in compliance with the Agreement and this contract.

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Agreement, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

- 4.5** Notwithstanding sections 3.3 and 3.4, the Contractor may request that the City pay all or some of the compensation for the Contract at a time earlier than provided in those sections if the Contractor provides a surety bond acceptable to the City which secures performance of the Contract for the full remaining term. Early payment under this section and acceptability of such bond shall be at the City's sole discretion.

SECTION 5: BONDS AND INSURANCE

- 5.1 Contract Bonds.** Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this contract.

5.2 Insurance. At all times during the term of this contract, the Contractor shall maintain insurance coverage as specified in the Agreement, Section 7-3, "LIABILITY INSURANCE."

The Contractor shall not begin the Work under this contract until it has complied with the following:

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Agreement, Section 7-3, "LIABILITY INSURANCE" for:
 1. Commercial General Liability
 2. Commercial Automobile Liability
 3. Worker's Compensation

The Contractor shall submit copies of any policy upon request by the City.

- b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY INSURANCE."

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this contract.

SECTION 6: MISCELLANEOUS

6.1 Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.

6.2 City Standard Provisions. This contract is subject to the following standard provisions. See The WHITEBOOK for details.

1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

3. The City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance.
 4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249).
 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.
 6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 6.3 Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this contract.
- 6.4 Assignment.** The Contractor shall not assign the obligations under this contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.
- 6.5 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this contract that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 6.6 Covenants and Conditions.** All provisions of this contract expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7 Jurisdiction, Venue, and Attorney's Fees.** The venue for any suit or proceeding concerning this contract, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.
- 6.8 Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.

- 6.9 Integration.** This Contract and the exhibits, attachments, and references incorporated into this contract fully express all understandings of the Parties concerning the matters covered in this contract. No change, alteration, or modification of the terms or conditions of this contract, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this contract agreed to by both Parties. All prior negotiations and agreements are merged into this contract.
- 6.10 Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this contract, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this contract, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12 Severability.** The unenforceability, invalidity, or illegality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal.
- 6.13 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this contract, and the decision of whether to seek advice of counsel with respect to this contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.
- 6.14 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

Project Manager: To ensure that all signatures and at least one section of contract appear on the same page.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with Resolution No. R-***insert number of Resolution authorizing advertising and award of underlying construction contract***, and by Contractor.

Dated this _____ day of _____, **[insert year]**.

THE CITY OF SAN DIEGO

By: _____

Mayor or designee

I HEREBY CERTIFY I can legally bind **[name of Contractor to be determined during DBB or RFP award process]** and that I have read this entire contract, this _____ day of _____, **[insert year]**.

By: _____

Printed Name: _____

Title: _____

I HEREBY APPROVE the form and legality of the foregoing Contract this _____ day of _____, ***insert year***.

Jan I. Goldsmith, City Attorney

By: _____

Printed Name: _____

Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed [Revegetation Area] is shown on those Specifications and Drawings located in Appendix “D” [Revegetation Plan], which are incorporated into this contract by this reference as though fully set forth herein.
- II. **Description of Work.** shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan found in Appendix E, at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation by Driwater 90-Day time release Gel-Pac Delivery systems, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a safe, attractive and useable condition and to maintain the plant material in good ecologically healthy and viable condition.
- III. **Method of Performing Work.**
 - A. Refer to appendix “D” revegetation plan for additional requirements not described below.
 - B. **Pruning Shrubs and Ground Cover Plants.** Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to: i) maintain plants in a healthy, growing condition; ii) maintain plant growth within reasonable bounds; iii) prevent encroachment of passage ways, walks, streets, or view of signs; and iv) prevent encroachment in any manner deemed objectionable by City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds two inches in diameter with an approved pruning paint when required by City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.
 - C. **Tree Maintenance.** Contractor shall maintain all trees in the revegetation area in their natural shapes. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by City. The Contractor is responsible for tree pruning that can be accomplished with a 12’ pole saw by a worker standing on the ground. The Contractor shall not top trees.
 1. **Potential Hazards.** The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.

2. Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from the Contract payment. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
 3. Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application [Fertilizer Schedule]. The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this contract. All fertilization shall first be approved by the Project Biologist.
1. Contractor shall notify City at least forty-eight (48) hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this contract. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor's copy shall be signed by City, on site, before any fertilizer may be used.
 2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
 3. If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including i) iron chelate; ii) soil sulfur; iii) gypsum; or iv) surfactant enzymes such as Sarvon or Naiad.
 4. Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.
- E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within four (4) days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.
1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
 2. Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.
- G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within four (4) days of the loss of plant material due to any cause.
1. Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
 2. If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
 3. City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.
- H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.
- I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this contract. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1. Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this contract. Immediately after working in streets, park walks, gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.
2. Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

EXHIBIT B

FIELD NOTIFICATION

[Inset a copy of the Engineer's Field Notification which establishes the commencement date of the monitoring program, see City Supplement, section 700-2.12]

EXHIBIT C
LICENSE DATA SHEET

State Contractor License Classification and Number: _____

Name of License Holder: _____

Expiration Date: _____

Pest Control Applicator's Name: _____

License Number: _____

Expiration Date: _____

Pest Control Advisor's Name: _____

License Number: _____

Expiration Date: _____

City of San Diego Business License Number: _____

Expiration Date: _____

APPENDIX F

Coastal Development/Site Development Permit

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION 501

PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON JUN 06, 2012
DOCUMENT NUMBER 2012-0330649
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 9:44 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: B-00609.07.01

COASTAL DEVELOPMENT PERMIT NO. 79264
SITE DEVELOPMENT PERMIT NO. 79265
VIA RIALTO STORM DRAIN REPAIR PROJECT NO. 222828
PLANNING COMMISSION

This Coastal Development Permit No. 79264 and Site Development Permit No. 79265 is granted by the Hearing Officer of the City of San Diego, Owner and to the City of San Diego Engineering and Capital Projects Department, Permittee, pursuant to San Diego Municipal Code [SDMC] sections 126.0710 and 143.0110. The site is located at 7435 Caminito Rialto in the SF (Single Family) Zone of the La Jolla Shores Planned District within the La Jolla Community Plan Area, Coastal Overlay Zone (Non-Appealable Area 2), and the Coastal Height Limitation Overlay Zone. The project site is legally described as Lot 32, Block 16, Swann's Addition of Map 482.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee for an existing storm water drain that was part of an emergency repair and replacement and revegetation of an eroded slope. The project is located approximately 60 feet down slope from 7435 Caminito Rialto in the described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated April 26, 2012, on file in the Development Services Department.

The project includes:

- a. An existing concrete headwall to dissipate water flow;
- b. Revegetation of slope;
- c. Landscaping (planting and landscape related improvements);

d. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
7. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

8. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" conditions(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

9. The Owner/Permittee shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify Owner/Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Owner/Permittee shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Owner/Permittee shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Owner/Permittee regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Owner/Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Owner/Permittee.

LANDSCAPE REQUIREMENTS:

10. Prior to approval of 100% completion of construction documents by the Permittee Department, construction documents shall be submitted to the Development Services Department for processing of final review and approval. Construction Documents shall be prepared in accordance with the Land Development Code - Landscape Standards to include the revegetation and hydroseeding of all disturbed land and shall be in substantial conformance to this permit (including Environmental conditions) and Exhibit "A," on file in the Office of the Development Services Department.

11. The Permittee Department shall be responsible for the establishment and maintenance of all landscape improvements shown on the approved plans, consistent with the Landscape Standards and Exhibit "A," Revegetation Plan, dated November 30, 2011.

12. If any required landscape (including existing or new plantings, hardscape, landscape features, etc.) indicated on the approved construction document plans is damaged or removed during demolition or construction, it shall be repaired and/or replaced in kind and equivalent size per the approved documents to the satisfaction of the Development Services Department Mitigation Monitoring Coordination staff within 30 days of the damage.

13. The Permittee Department shall be responsible for the installation and maintenance of all landscape improvements consistent with the Land Development Code: Landscape Regulations and the Land Development Manual: Landscape Standards. Invasive species are prohibited from being planted adjacent to any canyon, water course, wet land or native habitats within the city limits of San Diego. Invasive plants are those which rapidly self propagate by air born seeds or trailing as noted in Section 1.3 of the Landscape Standards.

14. Construction documents for grading shall include the following note: "Installation of landscaping associated with these construction documents shall require a minimum short-term establishment period of 120 days for all native/naturalized slope restoration and a minimum long-term establishment/maintenance period of 25 months". Final approval of the required landscaping shall be to the satisfaction of the Mitigation Monitoring Coordination Section of the Development Services Department.

15. The Permittee Department shall be responsible for eradicating from the project area all prohibited plant species as listed in the Land Development Manual Landscape Standards and identified on "Exhibit A".

INFORMATION ONLY:

- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Planning Commission of the City of San Diego on and Resolution Number 4788-PC).

Permit Type/PTS Approval No.: CDP No. 79264/SDP No. 79265
Date of Approval: April 26, 2012

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES
DEPARTMENT




Helene Deisher
Development Project Manager

**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

City of San Diego
Engineering and Capital Projects Dept
Owner/Permittee

By 
Jeff Soriano
Associate Civil Engineer

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

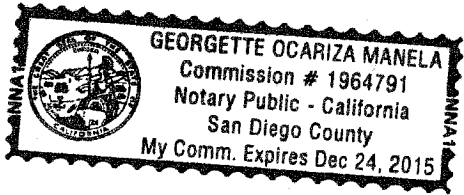
CIVIL CODE § 1189

State of California

County of San Diego

On June 4, 2012 before me, Georgette Ocariza Manela, Notary Public

personally appeared Helene Deisher



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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above OPTIONAL

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

Description of Attached Document

Title or Type of Document: Via Rialto Storm Drain Repair - PTS #: 222828

Document Date: April 26, 2012 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer -- Title(s): Corporate Officer -- Title(s):

Individual Individual

Partner -- Limited General Partner -- Limited General

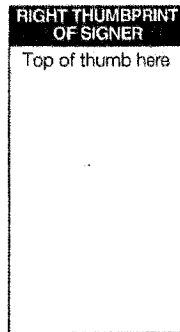
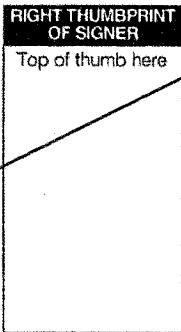
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: Other:

Signer Is Representing: Signer Is Representing:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

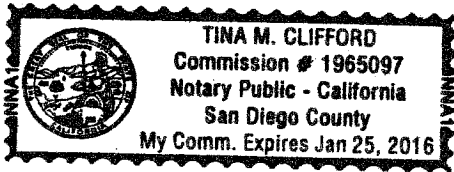
State of California

County of San Diego }

On May 29 2012 before me, Tina M. Clifford, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey Soriano
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Tina M Clifford
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

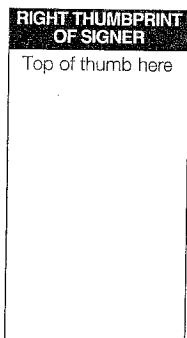
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

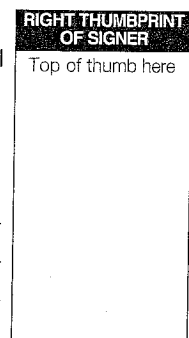
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

PLANNING COMMISSION RESOLUTION NO. 4788-PC
COASTAL DEVELOPMENT PERMIT NO. 79264
SITE DEVELOPMENT PERMIT NO. 79265
VIA RIALTO STORM DRAIN REPAIR - PROJECT NO. 222828

WHEREAS, the CITY OF SAN DIEGO, Owner and the CITY OF SAN DIEGO ENGINEERING AND CAPITAL PROJECTS DEPARTMENT, Permittee filed an application with the City of San Diego for emergency replacement of a storm drain and slope revegetation (as described in and by reference to the approved Exhibit "A" and corresponding conditions of approval for the associated Coastal Development Permit No. 79264 and Site Development Permit No. 79265) on portions of a 0.065 acre site;

WHEREAS, the project site is located down slope of a single family residence at 7435 Caminito Rialto in the SF (Single Family) Zone of the La Jolla Shores Planned District within the La Jolla Community Plan Area, Coastal Overlay Zone (Non-Appealable Area 2) and the Coastal Height Limitation Overlay Zone;

WHEREAS, the project site is legally described as Lot 32, Block 16, Swann's Addition of Map 482;

WHEREAS, on January 15, 2010, the City of San Diego, as Lead Agency, through the Development Services Department, made and issued an Environmental Determination that the project is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et. seq.) under CEQA Guideline Section 15269 Emergency Projects;

WHEREAS, on November 29, 2011, City of San Diego, as Lead Agency, through the Development Services Department, made and issued an Environmental Determination considering a revegetation plan determined the work to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 1561(b)(3), 15301 (Existing Facilities) and 15302 (Replacement/Reconstruction). An appeal of the CEQA categorical exemption determination was made on December 5, 2011, by CREED-21 and the City Council denied the CEQA appeal on January 31, 2012;

WHEREAS, on February 15, 2012, the Hearing Officer of the City of San Diego considered and approved Coastal Development Permit No. 79264 and Site Development Permit No. 79265 pursuant to the Land Development Code of the City of San Diego;

WHEREAS, on February 24, 2012, the Hearing Officer's decision to approve the project was appealed to the Planning Commission by CREED-21, Briggs Law Corporation;

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of San Diego as follows:

That the Planning Commission denies the appeal of the project and upholds the Hearing Officer's decision to adopt the following written Findings, dated April 26, 2012.

Coastal Development Permit - Section 126.0708

A. 1. The proposed coastal development will not encroach upon any existing physical access way that is legally used by the public or any proposed public access way identified in a Local Coastal Program land use plan; and the proposed coastal development will enhance and protect public views to and along the ocean and other scenic coastal areas as specified in the Local Coastal Program Land Use Plan.

The emergency repairs and replacement of a failed storm water drain and slope revegetation down slope from a single family residence at 7435 Caminito Rialto has not resulted in the obstruction of views to scenic resources from public viewing areas, as identified in the La Jolla Community Plan and Local Coastal Program Land Use Plan (LCP) (February, 2004). Neither has the development encroached upon

any existing physical access way that is legally used by the general public or any other public access way as identified in the LCP.

2. The proposed coastal development will not adversely affect environmentally sensitive lands.

The project is located on a steep slope in an unnamed canyon west of Caminito Rialto, near Via Rialto. Steep slope are environmentally sensitive lands. The existing corrugated metal pipe (CMP) storm water drain conveying storm water runoff from the inlet along Caminito Rialto and into the canyon below 7435 Caminito Rialto failed resulting in erosion of the canyon slope. Due to the potential for slope failure and an imminent threat to the public health and safety of the residence 60 feet above the failed storm drain, the City of San Diego issued an Emergency Coastal Development Permit and an environmental exemption pursuant to California Environmental Quality Act (CEQA) State Guidelines, Section 15269 (Emergency Projects) to repair the failed storm drain. The project included construction of a new cleanout near the top of the slope and a new concrete headwall and concrete blocks at the base of the canyon to dissipate the flow of the storm water runoff. The overall siting and design of the emergency work and revegetation of the eroded slope does not adversely affect environmentally sensitive lands.

3. The proposed coastal development is in conformity with the certified Local Coastal Program land use plan and complies with all regulations of the certified Implementation Program.

The La Jolla Community Plan and Local Coastal Program Land Use Plan (February, 2004) land use designation for the development is low medium residential. Storm water systems are essential public services that are allowed in the land use designation for the site, therefore the development is in conformance with the certified Local Coastal Program in affect for the site.

4. For every Coastal Development Permit issued for any coastal development between the nearest public road and the sea or the shoreline of any body of water located within the Coastal Overlay Zone the coastal development is in conformity with the public access and public recreation policies of Chapter 3 of the California Coastal Act.

The proposed development is approximately 0.67 miles east of the Pacific Ocean; none of the development is located between the nearest public road, the sea or the shoreline of any body of water within the Coastal Overlay Zone.

Site Development Permit - Section 126.0504

A. 1. The proposed development will not adversely affect the applicable land use plan.

The La Jolla Community Plan and Local Coastal Program Land Use Plan (February, 2004) land use designation for the development is low medium residential. Storm water systems are essential public services that are allowed in the land use designation for the site. The project, therefore, does not adversely affect the applicable land use plan in effect for the site.

2. The proposed development will not be detrimental to the public health, safety, and welfare; and

The project is for emergency work which has been completed and to revegetate the eroded slope. The existing CMP storm water drain conveying storm water runoff from the inlet along Caminito Rialto and into the canyon below 7435 Caminito Rialto failed resulting in erosion of the canyon slope. Due to the potential for slope failure and an imminent threat to the public health and safety of the single family residence above, the City of San Diego issued an Emergency Coastal Development Permit and an environmentally exemption pursuant to California Environmental Quality Act (CEQA) State Guidelines, Section 15269 (Emergency Projects) to repair the failed storm water drain. The project included construction of a new cleanout near the top of the slope and a new concrete headwall and concrete blocks at the base of the canyon to dissipate the flow of the storm water runoff. The emergency work conducted protected the public from the imminent failure of the storm water drain, as such; the project facilitated the protection of the public health, safety and welfare.

3. the proposed development will comply with the applicable regulations of the Land Development Code, including any allowable deviations pursuant to the Land Development Code.

The emergency repair work occurred within the urban canyon down slope of 7435 Caminito Rialto. The project complies with the applicable regulations of the Land Development Code (LDC) in effect for the site. No mitigation is required and no deviations to the LDC are requested.

B. Supplemental Findings--Environmentally Sensitive Lands

1. The site is physically suitable for the design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands.

The project is located on a steep slope in an unnamed canyon west of Caminito Rialto, near Via Rialto. Steep slope are environmentally sensitive lands. The existing CMP storm drain conveying storm water runoff from the inlet along Caminito Rialto and into the canyon below 7435 Caminito Rialto failed resulting in erosion of the canyon slope. Due to the potential for slope failure and an imminent threat to the public health and safety of the residence 60 feet above the failed storm drain, the City of San Diego issued an Emergency Coastal Development Permit and an environmental exemption pursuant to California Environmental Quality Act (CEQA) State Guidelines, Section 15269 (Emergency Projects) to repair the failed storm drain. The location of the storm water drain is a preexisting condition and the emergency work was necessary to restore the storm drain and to stabilize the slope.

2. The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards;

The revegetation and erosion control plans to stabilize the slope, as well, as the emergency work performed repairing and replacing the failed portions of the storm water drain and slope resulted in minimal disturbance and alteration of the natural landforms, and will not result in undue risks from geological and erosional forces or flood hazards. The newly constructed storm drain and associated improvements are not potential fire hazards.

3. The proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands;

The emergency work has been completed and the siting and design resulted in no impacts on any adjacent environmentally sensitive lands by including revegetation and erosion control plans to stabilize the slope.

4. The proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan;

The project is not located within or adjacent to the Multi-Habitat Planning Area (MHPA) of the City's Multiple Species Conservation Program (MSCP). The emergency work was consistent with the MSCP by implementing Best Management Practices (BMPs) to control erosion. As part of this permit approval the site work will also include re vegetation.

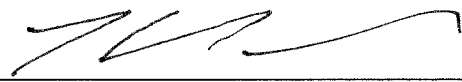
5. The proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply; and

The development is approximately 0.67 miles from any beach or the shoreline. The project includes both revegetation and erosion plans to address any potential erosional impacts. Therefore, the development does not contribute to the erosion of public beaches or adversely impact local shoreline sand supply.

6. The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development.

No mitigation is required for the project.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Hearing Officer of the City of San Diego for Coastal Development Permit No. 79264 and Site Development Permit No. 79265 is hereby GRANTED by the Planning Commission to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Coastal Development Permit No. 79264 and Site Development Permit No. 79265, a copy of which is attached hereto and made a part hereof.



Helene Deisher
Development Project Manager
Development Services

Adopted on: April 26, 2012
Resolution No. 4788-PC

WBS No. B-00609.07.01

ORIGINAL

City of San Diego

CITY CONTACT: Damian Singleton – Contract Specialist, Email: dsingleton@sandiego.gov
Phone No. (619) 533-3482 - Fax No. (619) 533-3633



ADDENDUM "A"

FOR

VIA RIALTO DRIVE AT 7425 & 7435 SD REPAIR

BID NO.:	<u>L-13-5569-DBB-1-A</u>
SAP NO. (WBS/IO/CC):	<u>B-00609</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>CA</u>

BID DUE DATE:

**1:30 PM
MAY 14, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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



For City Engineer

5-1-13

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. CLARIFICATIONS

1. To VOLUME 1, Engineer of Work page, footer, page 2, **REVISE** to read:

Bid No. L-13-5569-DBB-1-A
Via Rialto Drive at 7425 & 7435 SD Repair

C. VOLUME 1

1. To NOTICE INVITING BIDS, Item 9, "Location of Work", page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- 9. LOCATION OF WORK:** The location of the Work is as follows:

**Within canyon space behind the home at
7435 Caminito Rialto, La Jolla, CA 92037**

2. To NOTICE INVITING BIDS, Item 10, "Contract Time", page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- 10. CONTRACT TIME:** The Contract Time for completion of the Work shall be **30 Working Days**.

3. To APPENDIX D, "Via Rialto Revegetation Plan", page 42, **DELETE** in its entirety and **SUBSTITUTE** with page 4 of 4 of this Addendum.

Tony Heinrichs, Director
Public Works Department

Dated: *May 1, 2013*
San Diego, California

TH/bd/ds/rir/lr/



GENERAL VEGETATION NOTES:

1. REVEGETATION OF THE PROJECT AREA SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SAN DIEGO LANDSCAPE STANDARDS.
2. REVEGETATION OF THE SITE IS TO BE PERFORMED WITH A COMBINATION OF A LIMITED QUANTITY OF NATIVE CONTAINER PLANTINGS AND AN APPLICATION OF A NATIVE SEED MIX HYDROSEED SLURRY.
3. THESE PLANS ARE TO BE USED AS A GENERAL GUIDE WITH THE FINAL PLANT LAYOUT TO BE DETERMINED ON-SITE BY THE PROJECT BIOLOGIST.
4. SEED MIX AND/OR CONTAINER STOCK USED FOR EROSION CONTROL AND ON SLOPES SHALL ACHIEVE 50 PERCENT (OR AS APPROVED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE BASED ON SITE CONDITIONS IF LESSER % COVERAGE) SOIL COVERAGE WITHIN 25 MONTHS OF BEING INSTALLED AFTER THE 120 DAY PLANT ESTABLISHMENT PERIOD (PEP). AT THE END OF YEAR 1, PLANT COVERAGE SHALL MEET 25 PERCENT COVERAGE, AS VERIFIED BY THE PROJECT BIOLOGIST (TABLE 1).
5. INVASIVE PLANT SPECIES INCLUDING BUT NOT LIMITED TO THOSE LISTED IN THE CITY'S LANDSCAPE STANDARDS ARE PROHIBITED; AND NATIVE PLANT SPECIES SHALL BE USED IN NATURALIZED AREAS.
6. REVEGETATION AND EROSION CONTROL TIMING - ALL REQUIRED REVEGETATION AND EROSION CONTROL SHALL BE COMPLETED WITHIN 30 DAYS OF THE COMPLETION OF GRADING OR DISTURBANCE TO AVOID POTENTIAL IMPACTS TO NESTING BIRD SPECIES AND TO TAKE ADVANTAGE OF COOLER SEASONAL TEMPERATURES AND INCREASED PRECIPITATION.
7. CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL ABOVE GROUND EROSION CONTROL BMPs DAMAGED DURING THE 120 PEP AND 25 MONTH MAINTENANCE AND MONITORING PERIOD. ANY ABOVE GRADE EROSION CONTROL MEASURES SUCH AS BUT NOT LIMITED TO SILT FENCING, GRAVEL BAGS AND/OR FIBER ROLLS SHALL BE REMOVED BY THE CONTRACTOR AND AS DIRECTED BY THE PROJECT BIOLOGIST FOLLOWING ACCEPTANCE OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD BY CITY REPRESENTATIVE AND PROJECT BIOLOGIST.
8. CONTRACTOR SHALL REMOVE ALL TRASH AND/OR DEBRIS FROM THE REVEGETATION SITE PRIOR TO AND FOLLOWING THE REVEGETATION INSTALLATION, AND UNTIL THE END OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD.

SITE PREPARATION:

1. NON-NATIVE HERBACEOUS, SHRUB, AND TREE SPECIES CURRENTLY OCCUPYING AREAS OF THE PROJECT AREA THAT WERE PREVIOUSLY DISTURBED SHALL BE REMOVED OR TREATED WITH HERBICIDE. SEVERAL NON-NATIVE SPECIES MAY NEED TO BE TREATED IN PLACE RATHER THAN REMOVED, DUE TO THE REMOTE LOCATIONS AND DIFFICULT ACCESS TO REACH CERTAIN NON-NATIVE INDIVIDUALS.
2. NON-NATIVE SPECIES WITH LARGE CANOPY STRUCTURES THAT OVERHANG POTENTIAL RESTORATION AREAS MAY BE TRIMMED OR PRUNED TO PROVIDE INCREASED LIGHT AND LIMIT SEED-DROP ONTO NEARBY AREAS. ALL TRIMMING OF NON-NATIVE CANOPY TREES SHALL BE PERFORMED IN THE PRESENCE OF THE PROJECT BIOLOGIST TO ENSURE THAT THERE ARE NO IMPACTS TO NESTING BIRDS IF TRIMMING IS PERFORMED BETWEEN THE MONTHS OF FEBRUARY AND SEPTEMBER.
3. ALL NON-NATIVE SPECIES TO BE TREATED, REMOVED, TRIMMED, OR PRUNED WILL BE FLAGGED IN ADVANCE BY THE PROJECT BIOLOGIST. THE APPLICANT'S LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE PROJECT BIOLOGIST REGARDING IDENTIFICATION OF EXOTIC WEED SPECIES TO BE REMOVED/TREATED.
4. CURRENTLY SEVERAL STRAW WATTLES OCCUR ON-SITE IN SEVERAL OF THE MID TO LOWER ELEVATION AREAS. IF THE STRAW WATTLES ARE IN A SERVICEABLE CONDITION AT THE TIME OF RESTORATION IMPLEMENTATION, THEY SHOULD REMAIN IN PLACE. IF THEY ARE DEGRADED HOWEVER, THEY SHOULD BE REPLACED PRIOR TO PLANTING AND HYDROSEEDING THE AREA, AND SHALL REMAIN UNTIL VEGETATION HAS BEEN ESTABLISHED. NO ADDITIONAL EROSION CONTROL MEASURES ARE ANTICIPATED AT THIS TIME.

IRRIGATION:

1. THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT HAS PREVIOUSLY AGREED THAT A TEMPORARY IRRIGATION SYSTEM WILL NOT BE REQUIRED FOR THE VIA RIALTO REVEGETATION PROJECT DUE TO THE LACK OF A SUITABLE POINT OF CONNECTION, STEEP SLOPES, AND SEVERE EROSION POTENTIAL OF THE SITE.
2. EACH CONTAINER PLANTING SHOULD BE INSTALLED WITH TWO DRIWATER 90-DAY TIME RELEASE GEL-PAC DELIVERY SYSTEMS TO PROVIDE WATER DURING PLANT ESTABLISHMENT. INSTALLATION INSTRUCTIONS FOR DRIWATER GEL-PACS ARE PROVIDED IN THE FOLLOWING CONTAINER PLANT PROCEDURES SECTION.
3. DRIWATER GEL-PACS MUST BE INSPECTED MONTHLY BY THE MAINTENANCE CONTRACTOR. GEL-PACS MUST BE RE-LOADED APPROXIMATELY EVERY OTHER MONTH FOR THE FIRST YEAR OF PLANT ESTABLISHMENT BETWEEN THE MONTHS OF APRIL THROUGH NOVEMBER, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
4. ADDITIONALLY, AN APPLICATION OF WEED-FREE MULCH SHOULD BE APPLIED TO EACH PLANTING BASIN TO HELP DECREASE SOIL TEMPERATURES AND RETAIN MOISTURE.

SEED MIXES:

1. THE SEED MIX IN TABLES IDENTIFIED SHALL BE APPLIED IN ALL NON HARDSCAPED AREAS DISTURBED BY THE PROJECT. THE SEED SHALL BE INSTALLED VIA HYDROSEED METHODS, UNLESS OTHERWISE DIRECTED BY THE PROJECT BIOLOGIST.
2. ALL SEEDS SHALL MEET THE MINIMUM % PURE LIVE SEED AS NOTED IN TABLES. IF MINIMUM % PURE LIVE SEED COUNT CANNOT BE MET CONTRACTOR TO COORDINATE AND OBTAIN WRITTEN APPROVAL FROM THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE.
3. ALL SEEDS SHALL ORIGINATE FROM WITHIN A 25 MILE RADIUS OF THE PROJECT SITE OR CONTRACTOR TO PROVIDE EVIDENCE THAT THE SEED IS NOT AVAILABLE AND NOTIFY THE CITY REPRESENTATIVE AND THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE.

HYDROSEEDING PROCEDURES:

1. AREAS TO BE HYDROSEEDED SHALL INCLUDE ACCESS PATHS, THE EARTHEN STAIRWAY, CUT SLOPES, AND ALL OTHER AREAS DEVOID OF VEGETATION WITHIN THE LIMITS OF THE PROJECT. AN AREA APPROXIMATELY 0.10-ACRE IN SIZE HAS BEEN IDENTIFIED FOR HYDROSEEDING.
2. HYDROSEEDING SHALL BE PERFORMED AFTER ALL CONTAINER PLANTINGS HAVE BEEN INSTALLED IN ORDER TO LIMIT DISTURBANCE OF THE INTACT HYDROSEED MATRIX.
3. SEEDING SHALL OCCUR ONLY AFTER THE PROJECT BIOLOGIST HAS OBSERVED AND APPROVED THAT THE SITE HAS BEEN PROPERLY PREPARED.
4. COCOFLEX ET-FGM SHALL BE APPLIED AT THE MINIMUM RATE OF 3,500 POUNDS PER ACRE OR AS DIRECTED BY THE PROJECT BIOLOGIST.
5. HYDROPOST COMPOST SHALL BE APPLIED AT THE MINIMUM RATE OF 2,000 POUNDS PER ACRE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
6. HUMATE TRI-C ORGANIC SOIL CONDITIONER SHALL BE APPLIED AT THE MINIMUM RATE OF 500 POUNDS PER ACRE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
7. SOILBUSTER PELLETIZED CALCIUM SULFATE GYPSUM ALTERNATIVE SHALL BE APPLIED AT THE MINIMUM RATE OF 1,200 POUNDS PER ACRE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
8. EQUIPMENT USED FOR THE APPLICATION OF SLURRY SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENEOUSLY MIX THE SLURRY. THE SLURRY MIX SHALL BE DYED GREEN. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY.
9. HYDROSEED SHALL BE APPLIED BETWEEN OCTOBER 1 AND FEBRUARY 15 DURING RAINY SEASON.

CONTAINER PLANT PROCEDURES:

1. IN ADDITION TO HYDROSEED IN THE TABLES, CONTRACTOR SHALL SUPPLY AND PLANT UP TO 50 (1) GALLON CONTAINER PLANTS PER ACRES OF NATIVE PLANTS AS SHOWN IN TYPICAL #1 AT THE RECOMMENDATION AND UNDER THE DIRECTION OF THE PROJECT BIOLOGIST. PROJECT BIOLOGIST SHALL CONSIDER THE 120 PEP, 25 MONTH MAINTENANCE AND MONITORING PERIOD, SUCCESS CRITERIA, IN THE EVENT THAT ADDITIONAL CONTAINER PLANTS ARE RECOMMENDED BY THE BIOLOGIST FOR INSTALLATION.
2. CONTAINER PLANTS SHALL BE PROCURED FROM A NURSERY QUALIFIED TO PROPAGATE AND CARE FOR PLANT SPECIES. SOURCE FOR ANY NATIVE CONTAINER PLANT MATERIALS SHALL ORIGINATE WITHIN 25 MILES FROM THE COAST WITHIN SAN DIEGO COUNTY TO THE EXTENT PRACTICAL, OR AS DETERMINED BY THE PROJECT BIOLOGIST.
3. CONTAINER PLANT MATERIAL MUST BE DELIVERED TO THE PROJECT SITE AT THE APPROPRIATE TIME AND IN A HEALTHY AND VIGOROUS CONDITION. THE PROJECT BIOLOGIST WILL REJECT PLANT MATERIAL DELIVERED PRIOR TO ITS PLANTING DATE. SPECIMENS SHOWING EVIDENCE OF DISEASE, MISHANDLING, DEFECTS OR DAMAGE, OVER OR UNDERWATERING, OR OTHER DEFICIENCY AT THE TIME OF DELIVERY WILL BE REJECTED.
4. CONTAINER PLANTS WILL BE PLACED FOR PLANTING BY THE PROJECT BIOLOGIST IN THE REVEGETATION AREAS. THE SUGGESTED CONTAINER PLANT INSTALLATION PROCEDURE SHALL BE AS DIRECTED BY THE PROJECT BIOLOGIST.
5. EACH PLANTING HOLE WILL BE EXCAVATED TO A WIDTH THAT IS TWICE THE SIZE OF THE CONTAINER. THE DEPTH OF EACH HOLE SHALL BE EQUAL TO THE DEPTH OF THE ROOTBALL. APPROXIMATELY ONE GALLON OF WEED-FREE TOPSOIL SHOULD BE DEPOSITED INTO THE PIT, FOLLOWED BY TWO DRIWATER DELIVERY TUBES, AND CONTAINER PLANTING. THE PLANT SHALL THEN BE POSITIONED SO THAT THE SURFACE OF THE ROOTBALL IS AT GROUND LEVEL.
6. THE HOLE SHALL BE BACKFILLED WITH AN EQUAL COMBINATION OF NATIVE SOIL AND WEED-FREE TOPSOIL, AND AN EARTHEN WATERING BASIN SHALL BE CREATED IN A TWO FOOT DIAMETER AROUND EACH ROOTBALL. THE PLANT SHALL THEN BE WATERED IN BY HAND IMMEDIATELY AFTER PLANTING.
7. TWO DRIWATER 90-DAY GEL-PACS SHOULD IMMEDIATELY BE INSTALLED INTO THE DELIVERY TUBE AND CAPPED TO PREVENT DISTURBANCE BY ANIMALS IN THE CANYON.

MAINTENANCE REQUIREMENTS:

1. REVEGETATION AREA SHALL BE MAINTAINED FOR A PERIOD OF NOT LESS THAN 25 MONTHS (TABLE 2). ALL REVEGETATED AREAS SHALL BE MAINTAINED BY THE PERMITTEE UNTIL FINAL APPROVAL BY THE CITY. THE MAINTENANCE PERIOD BEGINS ON THE FIRST DAY FOLLOWING ACCEPTANCE (AT END OF 120 DAY PEP) AND MAY BE EXTENDED AT THE DETERMINATION OF THE CITY REPRESENTATIVE.
2. PRIOR TO FINAL APPROVAL, THE CITY REPRESENTATIVE MAY REQUIRE CORRECTIVE ACTION INCLUDING BUT NOT LIMITED TO REPLANTING AND THE REPAIR OF ANY SOIL EROSION OR SLOPE SLIPPAGE, IN CONSULTATION WITH THE PROJECT BIOLOGIST.
3. THE 120 PEP FOLLOWS HYDROSEED APPLICATION. THE PEP AND START OF 25 MONTHS MAINTENANCE AS WELL AS ACCEPTANCE FOLLOWING THE MAINTENANCE PERIOD IS DETERMINED BY CITY REPRESENTATIVE IN CONSULTATION WITH PROJECT BIOLOGIST.
4. ALL PLANTS WILL BE GUARANTEED THROUGHOUT A 120-DAY PEP. WHERE MICRO-HABITAT CONDITIONS ARE MORE FAVORABLE FOR GROWTH OF A DIFFERENT NATIVE SPECIES OF SIMILAR CHARACTER, PLANT SUBSTITUTIONS, AS DIRECTED BY THE PROJECT BIOLOGIST, MAY BE MADE FROM THE LIST OF PLANTS ORIGINALLY SELECTED FOR ON-SITE PLANTING.
5. WEEDING AND/OR HERBICIDE APPLICATION SHALL BE DONE REGULARLY BY THE CONTRACTOR. WEEDING SHALL BE DONE AT A MINIMUM OF BIWEEKLY UNTIL THE END OF THE

NOTES COMMON TO PLANTING AREAS

- * CONTAINER PLANT TAGS SHALL BE SUBMITTED TO THE PROJECT BIOLOGIST PRIOR TO INSTALLATION OF CONTAINER STOCK.
- * CONTAINER PLANTS SHALL BE PLACED WITHIN REVEGETATION CORRIDOR AT THE LOCATIONS RECOMMENDED AND UNDER THE DIRECTION OF THE PROJECT BIOLOGIST.
- ** SEED TAGS SHALL BE SUBMITTED TO THE PROJECT BIOLOGIST PRIOR TO APPLICATION OF SEED.
- ** THE SEED MIX IS COMPRISED OF NATIVE PLANT SPECIES. ANY POTENTIAL SUBSTITUTIONS MUST BE APPROVED BY THE PROJECT BIOLOGIST PRIOR TO APPLICATION OF SEED.
- *** % PLS IS THE MINIMUM PERCENT PURE LIVE SEED PER POUND OF SEED. THE PERCENTAGE IS CALCULATED BY MULTIPLYING THE PERCENT SEED PURITY BY PERCENT SEED GERMINATION, WHICH SHALL BE THE METHOD USED BY THE PROJECT BIOLOGIST TO DETERMINE SEED QUALITY, UNLESS THE BIOLOGIST SPECIFICALLY REQUEST THE %PLS METHOD TO BE USED.

CONTAINER PLANT MATERIALS

Species	Common Name	Unit Size	Quantity
Artemisia californica	California sagebrush	1-gallon	7
Encelia californica	California encelia	1-gallon	10
Eriogonum fasciculatum	flat-top buckwheat	1-gallon	4
Heteromeles arbutifolia	toyon	1-gallon	8
Rhus integrifolia	lemonadeberry	1-gallon	11
Salvia mellifera	black sage	1-gallon	4
Total:			44

HYDROSEED SLURRY COMPONENTS

Product	Lbs./Acre
CocoFlex ET -FGM Extended Term Flexible Growth Medium	3,500
Hydropost Compost	2,000
HumateTri-C Organic Soil Conditioner	500
SoilBuster Pelletized Calcium Sulfate Gypsum Alternative	1,200

HYDROSEED SEED PALETTE

Species	Common Name	Density Lbs./Acre	Minimum % PLS*	Lbs. PLS/Acre	Total Lbs. PLS for 0.10 Acre
Artemisia californica	California sagebrush	6	7.5	0.45	0.05
Bromus carinatus "Cucamonga"	Cucamonga brome	5	76	3.80	0.38
Eriogonum fasciculatum	flat-top buckwheat	12	6.5	0.78	0.08
Eschscholzia californica	California poppy	1	73.5	0.74	0.07
Leymus triticoides	beardless wild ryegrass	3	72	2.16	0.22
Lotus scoparius var. scoparius	coastal deerweed	4	54	2.16	0.22
Lupinus succulentus	arroyo lupine	6	83.3	5.00	0.50
Salvia mellifera	black sage	4	35	1.40	0.14
Trifolium tridentatum	tomcatlover	4	80.75	3.23	0.32
Vulpia microstachys	small fescue	4	66.5	2.66	0.27
Total:		49 Lbs./Acre		22.37 Lbs./Acre	2.24 Lbs./Acre

* PURE LIVE SEED

TABLE 1: SUCCESS CRITERIA*

PARAMETER	PERCENT VEGETATION COVER	PLANT SURVIVAL
	HYDROSEED	CONTAINER PLANTS**
PERFORMANCE STANDARD-IMPACT AREA	YEAR 1: 25 MONTHS:	25 PERCENT 50 PERCENT
		100 PERCENT 80 PERCENT

* SEE GENERAL REVEGETATION NOTE #4 IF LOWER PERCENT APPROVED BY PROJECT BIOLOGIST.

** CONTAINER PLANTS NOT MEETING PLANT SURVIVAL SUCCESS CRITERIA, AS VERIFIED AND RECOMMENDED BY THE PROJECT BIOLOGIST, SHALL BE REPLACED AND MAINTAINED AT CONTRACTOR'S EXPENSE UNTIL THE SUCCESS CRITERIA HAS BEEN MET.

TABLE 2: SUMMARY AND SCHEDULE FOR MAINTENANCE, MONITORING, AND REPORTING FOR PROJECT

PERIOD	ACTIVITY FOR PROJECT BIOLOGIST/CONTRACTOR	BIOLOGIST SITE VISIT FREQUENCY	SUBMITTALS/CHECKLIST	REPORTING FREQUENCY
REVEGETATION INSTALLATION	PROJECT BIOLOGIST WILL BE RESPONSIBLE FOR MONITORING/ LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE.	AS NEEDED OR AT LEAST ONCE EVERY TWO WEEKS.	SITE OBSERVATION REPORTS (S.O.R.) PREPARED BY THE BIOLOGIST (BASED ON THE REVEGETATION PLAN CRITERIA)	AT SUCCESSFUL INSTALLATION (AS DETERMINED BY THE PROJECT BIOLOGIST)
120 DAY PEP	PROJECT BIOLOGIST WILL BE RESPONSIBLE FOR MONITORING/ LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE.	MONTHS 1 & 2. BIWEEKLY, MONTHS 3 & 4 - AT LEAST ONCE A MONTH	S.O.R.'S PREPARED BY THE BIOLOGIST (BASED ON THE REVEGETATION PLAN CRITERIA)	AT THE END OF PEP**
25-MONTH LONG TERM MAINTENANCE & MONITORING	PROJECT BIOLOGIST WILL BE RESPONSIBLE FOR MONITORING/ LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE.	EVERY 3 MONTHS	S.O.R.'S PREPARED BY THE BIOLOGIST (BASED ON THE REVEGETATION PLAN CRITERIA)	EVERY 3 MONTHS YEAR 1** 25 MONTHS**

NOTE: IF 25 MONTH SUCCESS CRITERIA ARE NOT MET, THE M&M PROGRAM WILL BE EXTENDED AS REQUIRED, QUARTERLY MAINTENANCE AND MONITORING WITH YEARLY REPORTING SHALL CONTINUE AS NEEDED.

** PEP, 1 YEAR AND 25 MONTH FINAL REPORT(S) REQUIRED TO INCLUDE ABOVE INFORMATION.

VIA RIALTO STORM DRAIN REPAIR PROJECT (WBS B-00609.02.02)

REVEGETATION PLAN



BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, 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 bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(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, bidder(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 _____

BIDDING DOCUMENTS

(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 Western Gardens Landscaping Inc.

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


(Signature)

Greg Vasilieff
(Printed Name)

President
(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 4616 Pannonia Rd.

(5) City and State Carlsbad, CA. Zip Code 92008

(6) Telephone No. 760-720-1459 Facsimile No. 760-720-7211

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION ~~662550~~ C-27

LICENSE NO. 662550 EXPIRES 1/31/2015

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): 33-0560320

E-Mail Address: greg@westerngardens.net

BIDDING DOCUMENTS

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 *[Handwritten Signature]* Title President

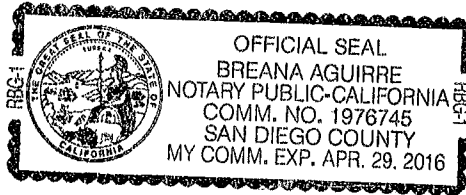
SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____.

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

(NOTARIAL SEAL)

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 9th day
of May, 2013, by Gueorgy N. Varsiliev proved
to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.
[Signature]



BIDDING DOCUMENTS

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

State of California

County of San Diego) ss.

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

Signed: [Signature]
Title: President

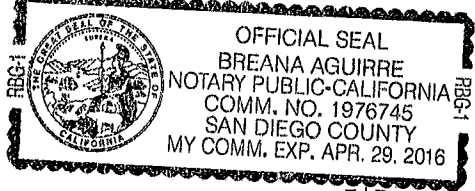
State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 9th day of May, 2013, by Gregory N. Vasilief, who provided to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]

Notary Public

(SEAL)



BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Western Gardens Landscaping, Inc.

Certified By Greg Vasiliuff Title President
Name

Greg Vasiliuff Date 5/8/13
Signature

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION

Company Name: <u>Western Gardens Landscaping, Inc.</u>	Contact Name: <u>Greg Vasilieff</u>
Company Address: <u>4616 Pannonia Rd.</u>	Contact Phone: <u>760-720-1459</u>
<u>Carlsbad, CA 92008</u>	Contact Email: <u>greg@westerngardens.net</u>

CONTRACT INFORMATION

Contract Title: <u>Via Rialto Dr. at 7425 and 7435</u>	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

<u>Greg Vasilieff / President</u>	<u>Greg Vasilieff</u>	<u>5/8/13</u>
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **Via Rialto Drive at 7425 & 7435 SD Repair**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	561730	2-4.1	Bonds	 	\$ 736.5
2	1	LS	561730	9-3.4.1	Mobilization	 	\$ 6,000
3	1	AL		9-3.5	Field Order (Type II Allowance)	 	\$2,500.00
4	1	LS	561730	700-2.15	Revegetation and Erosion Control	 	\$ 5,000
5	1	LS	561730	700-2.15	Revegetation Maintenance and Monitoring Program	 	\$ 10,000
6	1	LS	541330	701-13.9.5	Water Pollution Program Development	 	\$ 825
7	1	LS	237990	701-13.9.5	Water Pollution Program Implementation	 	\$ 225
ESTIMATED TOTAL BASE BID							\$ 25,286.50

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

Twenty Five Thousand Two Hundred Eighty Six Dollars and Fifty Cents .

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: Addendum A

BIDDING DOCUMENTS

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

Greg Vasilieff / President
Marie Vasilieff / CFO
Robert Vasilieff / Vice President
Peter Vasilieff / Secretary

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

Bidder: Western Gardens Landscaping, Inc.

Title: Corporation

Business Address: 4616 Pannonia Rd. / Carlsbad, CA 92008

Place of Business:

Place of Residence:

Signature: Greg Vasilieff

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>GST Erosion Control Division</u> Address: <u>2280 Micro Place</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-745-2610</u>	Erosion Control	Water Pollution Program Development/Implement	\$1,050	SLBE	city of San Diego	
Name: <u>Plant-TEK Inco</u> Address: <u>2011 P. El Rin Forest Lane</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>760-471-6420</u>	Pest Control Advisor	Pesticide/Herbicide Treatment	\$300			
Name: <u>Hydro-Plant, Inc.</u> Address: <u>356 S. Pacific St.</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078</u> Phone: <u>760-744-7360</u>	Hydroseeding	Hydroseeding	\$800			

08.50

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

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

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

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

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