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Alpine, CA 91901

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City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: DAMIAN SINGLETON, Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
H.Huynh/A.James/egz

CONTRACT DOCUMENTS

ORIGINAL



 - Bidding

FOR

Sewer Group 721

BID NO.: _____ K-16-1379-DBB-3
SAP NO. (WBS/IO/CC): _____ B-00460
CLIENT DEPARTMENT: _____ 2000
COUNCIL DISTRICT: _____ 2
PROJECT TYPE: _____ JA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

**2:00 PM
OCTOBER 20, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, 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:

ORIGINAL


For City Engineer

9-14-15
Date

Seal



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **FULL AND OPEN COMPETITION:** This contract may only be bid by Contractors on the City's approved Prequalified Contractor's List (see Notice Inviting Bids, Prequalification of Contractors), regardless of the status for SLBE-ELBE qualification(s). For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
2. **SUMMARY 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 in ATTACHMENT A.
3. **PRE-BID MEETING:**
 - 3.1. 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 Contracts Conference Room, at 1010 Second Avenue 14th Floor, San Diego, CA 92101 at **10:00 AM, on OCTOBER 1, 2015.**
 - 3.2. All potential bidders are encouraged to attend
4. **PREQUALIFICATION OF CONTRACTORS:**
 - 4.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits 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 or a Task Order authorization. Complete information and links to the online prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
 - 4.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
 - 4.3. As a result of the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

INSTRUCTIONS TO BIDDERS

1. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in **electronic format (eBids) EXCLUSIVELY** at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation for the performance of work on **Sewer Group 721** (Project).
 - 1.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.
 - 1.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
 - 1.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
 - 1.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
 - 1.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
 - 1.6. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
 - 1.7. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

1.8. **BIDS MAY BE WITHDRAWN** by the Bidder prior to, but not after, the time fixed for opening of bids.

1.8.1. **Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

1.9. **ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

2. **ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:**

2.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

2.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

2.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

2.4. The Bidder agrees to the construction of the project as described in "Attachment A – Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. 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. The duration of the Contract Price guarantee may be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	6.15%
2.	ELBE participation	16.16%
3.	Total mandatory participation	22.31%

4.2. The Bidders are **required** to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City’s document titled “SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal” available at: <http://www.sandiego.gov/eoc/>

4.3. The Bid may be declared **non-responsive** if the Bidder fails the following mandatory conditions:

4.3.1. Attending the Pre-Bid Meeting as required in the Notice Inviting Bids of these documents.

4.3.2. Bidder’s inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

4.3.3. Bidder’s submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

4.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.

- 5.2. 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.
6. **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.
7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
- 7.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 7.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 7.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 7.3. **Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 7.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4. **Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. **Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6. **Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. **Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 7.8. **Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

7.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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

8. INSURANCE REQUIREMENTS:

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

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

9. 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

Title	Edition	Document Number
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

- 10. CITY'S RESPONSES AND ADDENDA:** The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site 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 eBidding web site at the time of bid submission.
- 11. 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.
- 12. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein.
- 12.1.** Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 12.2.** The Bidder agrees to the construction of **Sewer Group 721**, 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.
- 12.3.** Unit prices shall be entered for all unit-price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceeds two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- 13. SUBCONTRACTOR INFORMATION:**
- 13.1. LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who 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 state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed 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 may 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 for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

13.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

13.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

14. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

15. AWARD PROCESS:

15.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

15.2. 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.

15.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City and approval as to form the City Attorney's Office.

15.4. The low Bid will be determined by Base Bid alone.

16. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement may render the bid **non-responsive** and ineligible for award.

17. 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 Contracts.

18. SUBMISSION OF QUESTIONS:

18.1. 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 solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

18.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.

18.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.

18.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall 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.

19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED: 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.

20. 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 within these documents.

21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

21.1. Bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

- 21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 22.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules may be rejected as being non-responsive.
- 22.3. 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.
- 22.4. 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.
- 22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with section 22.3017 of the San Diego Municipal Code.
- 22.6. 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.
- 22.7. 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.
- 22.8. 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 as detailed herein.

23. BID RESULTS:

- 23.1.** The availability of the bids on the City's eBidding system 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 notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 23.2.** To obtain Bid results, visit the City's eBidding site, request results via e-mail to the "City Contact" person listed in the title page of these documents, or via courier, personal delivery or U.S. Postal service delivery of a request for results accompanied by provide a self-addressed, stamped envelope, referencing bid number and bid tabulations will be mailed. Bid results cannot be given over the telephone.

24. THE CONTRACT:

- 24.1.** 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.
- 24.2.** 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.
- 24.3.** 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.
- 24.4.** 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.
- 24.5.** 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 and approval as to form the City Attorney's Office. 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.

25. 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.

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

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

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

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

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

26.5. 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.

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

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

27. PRE-AWARD ACTIVITIES:

27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.

27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

28. PHASED FUNDING:

For additional Phased Funding Provisions, see Attachment B.

**CONTRACT AGREEMENT AND
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and KTA CONSTRUCTION, INC, herein called "Contractor" for construction of **Sewer Group 721**; Bid No. **K-16-1379-DBB-3**; in the amount of THREE MILLION THREE HUNDRED THREE THOUSAND SIXTEEN DOLLARS AND 00/100 (\$3,303,016.00), which is comprised of the Base Bid alone.

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 Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **Sewer Group 721**, on file in the office of the Public Works Department as Document No. **B-00460**, 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 **Sewer Group 721**, Bid Number **K-16-1379-DBB-3**, 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 AGREEMENT (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - _____ or _____ Municipal Code **§ 22.3102** authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By: *Stephen Samara*
Stephen Samara
Principal Contract Specialist
Public Works Contracting Group

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

Date: 1-28-2016

Date: 1/28/16

CONTRACTOR

By: *C. M. Hansen*

Print Name: Paul M. Hansen

Title: President

Date: 12-7-15

City of San Diego License No.: B1995007394

State Contractor's License No.: 393234

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

PMIA 1503293 1000008298

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

KTA CONSTRUCTION, INC., a corporation, as principal, and The Guarantee Company of North America USA, 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 THREE MILLION THREE HUNDRED THREE THOUSAND SIXTEEN DOLLARS AND 00/100 (\$3,303,016.00) for the faithful performance of the annexed contract, and in the sum of THREE MILLION THREE HUNDRED THREE THOUSAND SIXTEEN DOLLARS AND 00/100 (\$3,303,016.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Sewer Group 721**, Bid Number **K-16-1379-DBB-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of 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.

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

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

Dated December 1, 2015

Approved as to Form

KTA Construction, Inc.

Principal

By 

Paul M. Henderson
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney


By 
Deputy City Attorney

The Guarantee Company of North America USA

Surety

By 
Charlotte Aquino, Attorney-in-fact

Approved:

By: 
Stephen Samara
Principal Contract Specialist
Public Works Contracting Group

1800 Sutter Street, Suite 880

Local Address of Surety

Concord, CA 94520

Local Address (City, State) of Surety

(818) 936-2845

Local Telephone No. of Surety

Premium \$27,621.00

Premium is for contract term and subject to adjustment based on final contract price

Bond No. 12109256

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego



On DEC 01 2015 before me, John Richard Flores JR., Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charlotte Aquino
Name(s) of Signer(s)

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



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public John Richard Flores JR.

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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

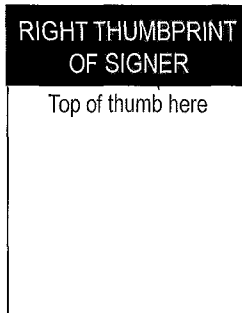
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

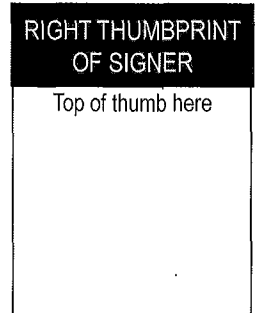
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Surety Company

Signer's Name: _____

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



Signer is Representing:



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Lawrence F. McMahon, Maria Vhanneza Guise, Sarah Myers, Charlotte Aquino, James D. Castle, Jennifer L. Clampert, Janice Martin
Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of December, 2015

Randall Musselman, Secretary

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF San Diego)

On Dec 7, 2015 before me, Brin Ragsdale Notary Public,

Date

(here insert name and title of the officer)

personally appeared Paul M. Henderson

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: Brin Ragsdale (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Sewer Group 701 Number of Pages: _____

Document Date: _____ Other: Contracts

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of Sewer Group 721 consists of the replacement of approximately 10,313 linear feet of concrete and vitrified clay sewer mains with 8-inch PVC and 8-inch Vitrified Clay sewer mains and the abandonment of approximately 150 linear feet of 6-inch concrete sewer mains.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Plans numbered **33022-01-D** through **33022-34-D**, inclusive.

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$2,683,946**.

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

This project is located within the alleys between Newport Avenue and Narragansett Street, from the alley West of Bacon Street to Venice Street. This project is located within the Ocean Beach and Peninsula communities, Council District 2. See Location Map Attached.

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **70 Working Days**. The contractor shall have two crews working simultaneously in order to meet this contract time.

5. **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.

5.1. The City has determined the following licensing classifications for this contract:

Option	Classifications
1	CLASS A
2	CLASS C34
3	CLASS C42

5.2. The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2. The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder must provide the Pre-Award Schedule. This process will continue until the City has selected the Apparent Low Bidder or have decided to reject all Bids.
- 1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Bidder as defined in the City's Municipal Code, §22.3003.
- 1.5. At the City's request, you must meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- 1.6. Your failure to perform the following may result in the Bid being rejected as **non-responsive**:
 1. meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 2. revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 3. execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

BID NUMBER: K-16-1379-DBB-3

CONTRACT OR TASK TITLE: Sewer Group Job 721

CONTRACTOR: KTA Construction Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Design Services/ Construction Services	NTP	FY 17, NOC	\$3,303,016.00
Total:				\$3,303,016.00

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

By: 

Name: HUNG HUYNH
Project Manager

Department Name: PUBLIC WORKS

Date: 12/10/15

CONTRACTOR

By: 

Name: Mike Henderson

Title: Project Manager

Date: 12/9/15

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

- First Phased Funding Schedule Agreement
- Final Phased Funding Schedule Agreement

NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM. Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

BID NUMBER: _____

CONTRACT OR TASK TITLE: _____

CONTRACTOR: _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1				\$
	<u>Additional phases to be added</u>			
	<u>to this form as necessary.</u>			
Total				\$

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Project Manager

Department Name: _____

Title: _____

Date: _____

Date: _____

-END OF PHASED FUNDING SCHEDULE AGREEMENT-

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its 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.

ATTACHMENT D
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ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are 7:30 AM to 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.

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

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

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

The Product Submittal Form is available for download at:

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

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

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

Monument Preservation will be performed by City Public Works Field Engineering Division (PW-FED) Field Survey Section on all Projects, unless permission is obtained for these services in writing by PW-FED.

The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

- a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) file a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

2-11.1.1 General. To the City Supplement, item 2, ADD the following:

Time lapse video robotic cameras must provide a clear view of backfill and compaction operations. When this is not possible if camera is mounted on excavator, camera must be mounted on a portable tower or similar device and repositioned as Work progresses.

2-14.3 Coordination. To the City Supplement, ADD the following:

Other adjacent City project(s) is (are) scheduled for construction for the same time period in the vicinity of Sewer Group 721. See Appendix "F" for approximate location. Coordinate the Work with the adjacent project(s) as listed below:

- a) Water Group Job 914, Sheila Gamueda, (619) 533-4244
- b) Sewer and Water AC Group 834, Meryl Jimenez, (619) 235-1977
- c) Sunset Cliffs Trunk Sewer, Mario Reyes, (619) 533-7426

SECTION 4 - CONTROL OF MATERIALS

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

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

ADD:

4-1.3.7 Testing Under the Direction of the Engineer. When a bid item for Testing under the direction of the Engineer is provided, the Contractor must employ and pay for the services of a qualified third party independent laboratory to perform the required testing. The Contractor will be reimbursed for the cost of testing under this bid item.

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 less than 15 Working Days prior to Bid due date** and on the City’s Product Submittal Form available at:

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplement, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) East of Sunset Cliffs Boulevard from May 29, 2016 to September 7, 2016 (inclusive).

6-7.1 General. To the City Supplement, ADD the following:

5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.
6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

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.

7-3.2.3 Contractors Pollution Liability Insurance.

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

7-3.2.4

Contractors Hazardous Transporters Pollution Liability Insurance.

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

7-3.3

Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein 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.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.4.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

7-3.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

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.

7-3.10

Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.
2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

1. Addendum to Mitigated Negative Declaration (MND).

7-8.6 Water Pollution Control. ADD the following:

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

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

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City will work with you to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by you to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who will perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project.

Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 days in advance, coordinating access for vehicular and pedestrian traffic to

businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction Meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDSShare site:

<http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx>.

4. You shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) Your contact information is made available on any outreach materials or;
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDSShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDSShare site within 24 hours.

Copies of email communications shall be saved, individually, on to the City's SDSShare site as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

7-16.1.1 Quality Assurance.

1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.) on your behalf shall:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee,
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

7-16.1.2

Submittals.

1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
 - b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
2. You shall use the City's SDSShare site to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2

Community Outreach Services.

7-16.2.1

Public Notice by Contractor.

1. Post Project Identification Signs in accordance with section 7-10.6.2
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 days of the completion of your construction activities where work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.

5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼” Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834 or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.2.3 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event media representatives arrive near or on the construction site(s), You shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.

4. You shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, you shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

7-16.3

Exclusive Community Liaison Services. You shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be to implement 7-16.2, "Community Outreach Services" and as follows:

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Prepare and present of materials in coordination with the Resident Engineer.
3. Respond to community questions and complaints related to your activities.
4. Write, edit, update, or produce brochures, pamphlets and news releases.
5. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDSShare site.
6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
8. Attendance at pre-construction, community and stakeholders meetings.

7-16.3.1

Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) within 15 days of the Award of the Contract.

7-16.4

Payment. The Payment for the Community Outreach Service is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."

7-20 **ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

9-3.7 **Compensation Adjustments for Price Index Fluctuations.** This Contract is subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

203-15 **RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 207 – PIPE

207-9.2.3 **Fittings.** To the City Supplement, ADD the following:

- 8. Flange gaskets shall be 3.2mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full-face type with pre-punched holes free of asbestos material. All insulating flange kits require full face gaskets.

207-17.2.3 Pipe Manufacturer. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe.

207-26.4 Butterfly Valves. To the City Supplement, Paragraph (2), DELETE the last sentence.

To the City Supplement, Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

3. The operator shall be manual with a 2" (50 mm) square operating nut, and shall open the valve when turned counterclockwise.

SECTION 300 – EARTHWORK

300-1.4 Payment. To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

SECTION 302 – ROADWAY SURFACING

302-3 PREPARATORY REPAIR WORK. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 PREPARATORY REPAIR WORK.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.

4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.

- d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.

2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

302-5.1.2 Measurement and Payment. To the City Supplement, DELETE in its entirety.

302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:
Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

SECTION 500 – PIPELINE

500-1.1.1 General. To the City Supplement, (1) (a), ADD the following:

The felt and resin system shall be selected from those listed in the City’s approved material list.

500-1.1.2.1 Initial Submittals. To the City Supplement, ADD the following:

Within 5 Working Days of the Bid opening date, the three apparent low bidders shall submit the following:

- Contractor’s Experience; past project documentation
- Manufacturer Certification
- Authorize Installer Certificates

500-1.1.5 Video Inspection. To the City Supplement, after the last paragraph, ADD the following:

During the pre-installation video the contractor must identify all existing protruding laterals with the existing main and trim them flush to the main prior to rehabilitation. The cost of trimming the existing laterals will be included in the pipe rehabilitation bid item.

500-1.1.9 Measurement and Payment. Third Paragraph, DELETE in its entirety.

500-1.2.4 Sewer Bypassing and Dewatering. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents, the Contractor shall bypass the sewer flow around the Work and dewater the Site in conformance with 704, “SEWAGE SPILL PREVENTION” and 705-2.1, “General.”

500-1.6 Service Laterals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-1.6 Service Lateral Rehabilitation.

500-1.6.1 General.

- a) The rehabilitation shall be accomplished using a fabric or fiberglass tube of particular length and a thermoset resin with physical and chemical properties appropriate for the application without excavation and disturbing surface

improvements. The tube is vacuum impregnated with the resin. Access to an upstream end of the service lateral is made by excavation in the public right of way. Installation of the resin-impregnated tube into the service lateral may be performed either by Type A inversion in accordance with ASTM F1216 or by Type B pull-in in accordance with ASTM F 1743, and may be performed from either the mainline or the excavated end of the lateral.

- b) The cured-in-place liner shall extend the entire length of the lateral from the access point to the mainline. The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface. Once the tube or resin composite is cured, the installation equipment shall be removed and the protruding end in the collector shall be cut using a robotic cutting device. A sewer cleanout in accordance with the Standard Drawing SDS-102 "Sewer Lateral Cleanout (In Driveway, Paved Alley, Sidewalk, or Other Area Subject to Traffic)" or SDS-103 "Sewer Lateral Cleanout Outside Traveled Way" shall be installed at the access point and properly backfilled.

A lateral rehabilitation including the installation of lateral cleanout and backfill process should be completed within 15 Working Days.

- c) The liner shall be extended sufficiently to create a water tight seal at the main and the liner interface.
- d) If there is a SLC in place, then the cured-in-place lateral liner shall have a minimum overlap of 2" over the previously installed SLC sewer main lateral connection.

500-1.6.2 Material.

- a) The tube shall consist of one or more layers of flexible needled felt, or an equivalent material. Where the tube is fabricated from non woven felt, the longitudinal and circumferential joints are made up by seal bonding. The tube shall be capable of conforming to bends, off-set joints, bells, and disfigured pipe sections. The resin and catalyst system as designed for the specific application shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."
- b) The composite of the materials above shall, upon installation inside the host pipe, shall exceed the minimum test standards specified in Table 500-1.4.2 (A).
- c) The thickness of the lateral lining shall be not less than 0.12 inches (3 mm) and not more than 0.18 inches (4.5 mm) for laterals up to and including 8" in diameter. The thickness of the lateral lining shall be in accordance with Table 500-1.1.1.1[A] for laterals larger than 8" in diameter.

500-1.6.3 Installation Procedures (ASTM F1216-98 and ASTM F1743).

- a) The Property Owner of the lateral being reconstructed shall be informed, and the flow stopped, for the period of reconstruction work.

- b) The Contractor shall excavate an access pit at the appropriate upstream point on the service lateral in accordance with the reconstruction length determined by the Engineer.
- c) The Contractor shall always clean and color video the lateral line immediately prior to reconstruction and determine the structural condition of the pipeline. Roots, debris, and protruding service connections shall be removed prior to reconstruction.
- d) The tube shall be inspected for torn or frayed sections. The tube in good condition shall then be vacuum impregnated with the thermoset resin.
- e) No open pans or uncontrolled open-air pouring of resin shall be allowed during tube saturation. Resin shall be contained within the inflation bladder during vacuum impregnation and insertion. The Contractor shall ensure that no public property is exposed to contamination by liquid resin compounds or components.
- f) The saturated tube along with the inflation bladder shall be inserted into the installation equipment and the end closed. The entire installation equipment shall be placed in the pipe access pit and aligned with the exposed end of the pipe.
- g) The resin and tube shall be completely protected during the placement. The resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the placement.
- h) The tube shall be installed from the installation equipment by controlled air, water or steam pressure as in accordance with manufacturer instructions. The installation shall be stopped when the tube extends the entire length of the lateral section to be lined. The tube is held tightly in place against the wall of the host pipe by the pressure until the cure is complete.
- i) When the curing process is complete, the pressure is released and the inflation bladder reverted back into the installation equipment and removed from the access point.
- j) No barriers, coatings, or any material other than the cured tube or resin composite specifically designed for desirable physical and chemical resistance properties shall be left in the host pipe. Any materials used in the installation other than the cured tube or resin composite shall be removed.
- k) Any cured tube or resin composite pipe left protruding from the service connection shall be trimmed back using a hydraulic-powered robotic cutting device specifically designed for cutting cured-in-place pipe made from these materials.
- l) A second color video inspection shall be performed to verify the proper cure of the material, the proper trim of service connection, and the integrity of the seamless pipe.
- m) The bypass pumping system shall be removed and the sewer flows restored to normal flow conditions. The service lateral pipes shall be coupled

together. The excavation shall be properly backfilled. The property owner of the service connection shall be informed when the Work is complete.

500-1.6.4 **Deviations.** If pre-installation inspection reveals conditions in the service lateral to be substantially different than those used in the design of wall thickness, tube construction, tube length, or resin system; then the Contractor shall correct the situation as approved by the Engineer.

500-1.6.5 **Acceptance.** Upon completion, the Contractor shall deliver the video records and written reports to the Engineer. The Engineer shall review the documentation and the Site to determine if the Work is complete and the work may be accepted.

500-1.6.6 **Payment.**

a) Payment for the Sewer Lateral Lining covered under 500-1.6, "Service Laterals Rehabilitation" shall be made per each lateral.

b) The payment for the installation of a sewer cleanout at the access point and televising of the service laterals shall be included in the following Bid items:

Service Lateral Lining with Cleanout up to 7 Feet in Depth
Service Lateral Lining with Cleanout Greater than 7 Feet in Depth

c) Payment for in-situ point repairs shall be included in the bid price for in-situ point repairs and paid for in accordance with 500-1.1.9, "Measurement and Payment" and 500-1.2.7, "Payment."

500-1.7.10 **Payment.** To the City Supplement, DELETE in its entirety.

500-1.10.7 **Payment.** To the City Supplement, DELETE in its entirety.

500-1.13.10 **Payment.** To the City Supplement, DELETE in its entirety.

500-4 **SERVICE LATERAL CONNECTION SEALING.** DELETE in its entirety and SUBSTITUTE with the following:

500-4 **SERVICE LATERAL CONNECTION (SLC) SEALING.**

500-4.1 **General.**

1. SLC is the interface of the house sewer lateral with the main sewer. SLC to rehabilitated sanitary sewer lines shall be sealed, normally without excavation, by the installation of a resin-impregnated, flexible, felt tube or fiberglass tube installed into the existing service lateral. The tube shall form a "tee" section with a full lap inside the main pipe and shall extend continuously from the sewer main into the lateral for a minimum of 4". SLC may be a combination of "tees" or "wyes" of varying angle. The resin shall be cured to form the tube into a hard impermeable pipe-within-a-pipe. When

cured, the SLC shall seal the connection of the lateral to the mainline in a continuous tight-fitting, watertight pipe-within-a-pipe to eliminate any visible leakage between the lateral and mainline and shall provide a leak-proof seal designed for a minimum 50-year life to prevent root intrusion, infiltration, and exfiltration between a liner and a host pipe.

2. Prior to cleaning and pre-rehab video inspection, the Contractor shall submit a detailed operational plan for the proposed cleaning of all roots inside the pipe and around the service connection for the Engineer's approval. After cleaning, the Contractor shall proceed with lining of the pipe and reinstating all live service connections. The service connection openings shall conform to the shape and the size of the inside diameter of the existing service connection. Contractor shall use a wire brush or other methods and equipment as recommended by other lining system providers, or other approved means and methods to provide a smooth opening for connecting the lateral to the newly lined pipeline.
3. The Contractor shall trim all protruding laterals which interfere with the lining installation, as flush with the pipe interior as practicable.

500-4.2 Reference Specification. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof and shall meet the chemical resistance requirements of section 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)."

- 500-4.3 General Corrosion Requirements.**
- a) The finished SLC product shall be fabricated from materials which when cured shall be chemically resistant to withstand internal exposure to domestic sewage and shall meet the chemical resistance requirements of 210-2.3.3, "Chemical Resistance Test (Pickle Jar Test)" and Table 210-2.4.1 (A).
 - b) The SLC product shall be compatible with the lining system materials utilized in the main sewer line.

- 500-4.4 SLC Materials.**
- a) A flexible, felt tube shall be fabricated to neatly fit the internal circumference of the conduit specified by the City. Allowance shall be made for circumferential stretching during insertion.
 - b) The SLC connection shall extend minimum 4" from the mainline into the lateral.
 - c) The Contractor shall furnish a specially designed, unsaturated polyester or vinyl ester resin, and catalyst system compatible with the SLC process that provides cured physical strengths specified herein.

- 500-4.5 Physical Properties.**
- a) The cured SLC shall conform to the minimum structural standards as listed in Table 500-1.4.2 (A).

- b) No cured-in-place pipe rehabilitation technology shall be allowed that requires bonding to the existing pipe for any part of its structural strength.
- c) Design methods are to be derived for various loading parameters and modes of failure. Equations shall be modified to include deformation in the shape of an oval as a design parameter. The design method shall be submitted to the Engineer for approval prior to the Pre-construction Meeting.

500-4.6 Installation Preparation.

- a) The Contractor shall remove internal debris out of the sewer line.
- b) Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the SLC into the pipelines, and it shall be noted so that these conditions can be corrected. A color video and suitable log shall be kept for later reference by the City.
- c) The Contractor, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for SLC is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow without service interruption. The bypass systems shall be approved in advance by the City.
- d) The service lateral shall be inactive during the time of installation.
- e) The Contractor shall clear the line of obstructions that prevent the insertion of the SLC material. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, the Contractor shall make an external point repair excavation to uncover and remove the obstruction. The Contractor shall inform the Engineer prior to the commencement of the Work.
- f) The mainline pipe opening shall be prepared to accept the SLC and the mainline rehabilitated pipe shall be maximized to obtain the best possible connection.
- g) The transition from the mainline pipe to the service lateral shall be smooth and continuous to provide adequate support for the SLC during installation and cure.

500-4.7 SLC Installation.

- a) The resin impregnated tube shall be loaded inside a pressure apparatus. The pressure apparatus, attached to a robotic device, shall be positioned in the mainline pipe at the service connection. The robotic device, together with a television camera, shall be used to align the SLC repair with the service connection opening. Air pressure, supplied to the pressure apparatus through

mainline pipe at the service connection. The robotic device, together with a television camera, shall be used to align the SLC repair with the service connection opening. Air pressure, supplied to the pressure apparatus through an air hose, shall be used to invert the resin impregnated SLC into the lateral pipe. The inversion pressure shall be adjusted to fully invert the SLC into the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process not to over-stress the tube.

- b) The pressure apparatus shall include a bladder which shall inflate in the mainline pipe, effectively seating the SLC repair against the service connection.
- c) After inversion or pull in is completed, recommended pressure is maintained on the impregnated tube for the duration of the curing process. Curing method shall be compatible with the resin selected. An ultraviolet (UV) light cured, heat cured or ambient cured resin system is typically used.
- d) The initial cure shall be deemed to be completed when the SLC has been exposed to the UV light, heat source or held in place for the time period specified by the manufacturer.
- e) The Contractor shall cool the hardened SLC before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- f) The finished SLC shall be free of dry spots, lifts and delamination. The lateral SLC shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes. Frayed ends of the SLC repair shall be removed prior to acceptance.
- g) During the warranty period, any defects which shall affect the integrity of strength of the SLC shall be repaired at the Contractor's expense in a manner mutually agreed upon by the manufacturer, City, and the Contractor.
- h) After the Work is completed, the Contractor shall provide the City with a video disc showing the completed work including the restored conditions.

500-4.8 **Clean-Up.** Upon acceptance of the installation work, the Contractor shall reinstate the Site affected by its operations.

500-4.9 **Payment.** Payment for SLC sealing systems shall be made at the Contract Unit Price or lump sum price in the Bid for each SLC. The Contract Unit Price or lump sum price in the Bid shall include the installation of the SLC sealing system, surface preparation and repairs, preparation and tape submittal of all pre- and post-construction CCTV inspection, bypassing if required, and testing, unless otherwise specified in the Special Provisions.

SECTION 703 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES

703-20 **PAYMENT.** To the City Supplement, Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for waste management shall be included in the applicable Bid items as follows:
 - a) Preparation of Hazardous Waste Management Plan and Reporting (LS).
 - b) Monitoring, Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste (TON).
 - c) Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste (TON).
 - d) Monitoring of Petroleum Contaminated Soil (HR).
 - e) Testing, Sampling, Site Storage and Handling of Petroleum Contaminated Soil (TON).
 - f) Loading, Transportation, and Disposal of Petroleum Contaminated Soil (TON).
 - g) Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste (TON).
 - h) Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste (TON).
 - i) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste (55 Gal DRUMS).
 - j) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste (55 Gal DRUMS).
 - k) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Universal Waste (EACH).
 - l) Testing, Sampling, Site Storage, Handling, Transportation and Recycling/Disposal of Regulated Waste (TON).
 - m) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).
 - n) Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste contamination from the treatment of contaminated ground water (GAL).

SECTION 705 – WATER DISCHARGES

705-2.6.1 General Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”

705-2.6.3 Community Health and Safety Plan. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 Community Health and Safety Plan. See 703-2, "Community Health and Safety Plan."

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared an **Addendum To Mitigated Negative Declaration** for Sewer Group Job 721, as referenced in the Contract **Appendix A**. You must comply with all requirements of the Mitigated Negative Declaration as set forth in the Contract Appendix.

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

ADDENDUM TO MITIGATED NEGATIVE DECLARATION



**ADDENDUM TO
MITIGATED NEGATIVE DECLARATION No. 255100
SCH No. 2011091045**

Project No. 333871

SUBJECT: Sewer Group Job 721: MAYORAL APPROVAL to allow for replace-in-place of approximately 15,505 linear feet (LF) or 2.94 miles of existing six (6) inch concrete and vitrified clay (VC) sewer mains with eight (8) inch PVC sewer main. The project involves open trenching to replace-in-place approximately 3,960 LF at same depth, approximately 6,476 LF at a depth deeper than existing, as well as 149 LF of new open trenching. A small 67 LF segment of sewer will be abandoned in-place. The project would be located entirely within the Ocean Beach Community Planning Area and Council District 2; would be contained entirely within the public right-of-way; and would affect portions of the following streets: Alleys between Newport Avenue and Narragansett Avenue and between Abbott Street and Venice Street. **Applicant:** City of San Diego, Public Works Department – Engineering & Capital Projects, Right of Way Design.

I. PROJECT DESCRIPTION:

The open trench method of construction would be employed to replace the sewer pipeline and appurtenances. Trench depths would vary from 5 to 15 feet deep for the main lines, depending on the topography of the area. The widths of the trenches would be approximately three feet wide. Some of the sewer mains would be replaced deeper than the existing depth to gain more coverage for the main in flatter areas, and to increase the slope of some of the mains.

Additional improvements consist of replacement of sewer manholes, sewer laterals, curb ramps, and other appurtenances, street repair and/or resurfacing. Other components of the proposed project include abandonment and potholing. Abandonment in place shall be completed by plugging both ends of the existing pipe with concrete through existing manholes, without surface or subsurface disturbance. Potholing is employed to verify the reconnection of sewer laterals to mains or to verify utility crossings.

Construction of the project will reduce sewer spills and maintenance requirements, improve reliability and upgrade the system to modern standard. All work would occur within the public right-of-way (ROW) in developed streets and alleys. Active work hours would occur during the daytime, Monday through Friday. The project would comply with the requirements described in the *Standard Specifications for Public Works Construction*, and California Department of Transportation *Manual of Traffic Controls for Construction*

and Maintenance Work Zones. A traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones.*

II. ENVIRONMENTAL SETTING:

The project is located in the public right-of-way, and is not in or adjacent to the City's Multi-Habitat Planning Area (MHPA). The following alleys would be affected by the project: alleys between Newport Avenue and Narragansett Avenue and between Abbott Street and Venice Street.

III. PROJECT BACKGROUND:

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) was prepared by the City of San Diego's Environmental Analysis Section (EAS) and was certified by City Council on November 30, 2011 (Resolution Number R-307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's Municipal Code Section 128.036(b) all addenda for environmental documents certified more than 3 years before the date of application shall be distributed for public review for 14 calendar days along with the previously certified environmental document. This addendum was prepared within three years of certification of the original MND and therefore is not being distributed for a 14 calendar day public review.

Historical Resources (Archaeology)

The Citywide Pipelines Projects MND concluded that pipeline projects located within the public right of way could result in significant environmental impacts relating to historical and paleontological resources. A record search of the California Historical Resources Information System (CHRIS) digital database was reviewed to determine presence or absence of potential resources within the project site. No archaeological resources were identified within the project area.

However, the project alignment is located within the City's Historical Resources Sensitivity Map and would require archaeological monitoring, except for the alley segments between Santa Barbara Street and Venice Street. Compliance with the Mitigation, Monitoring and Reporting Program detailed in Section V would reduce all potential impacts to Historical Resources below a level of CEQA significance.

Paleontological Resources

The MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. Bay Point (high sensitivity rating) and Linda Vista Formations (moderate sensitivity) underlies Sewer Group Job 721. With respect to paleontological fossil resource potential, according to the City's CEQA Significance Thresholds and

Paleontological Guidelines (July 2002), monitoring is required for linear trenching projects located within high sensitivity formations when excavation will be at a depth of 10 feet or greater, when unweathered formations are present at the surface or grading is on, or near a fossil recovery site.

Based on the sensitivity of the affected formations and the proposed excavation depths, portions of Sewer Group Job 721 would result in significant impacts to paleontological resources. To reduce this impact to below a level of significance, new trench excavation and areas deeper than existing would be monitored by a qualified paleontologist or paleontological monitor at a depth of 10 or more feet, or when unweathered formation is present at the surface. Any significant paleontological resources encountered would be recovered and curated in accordance with the Mitigation Monitoring and Reporting Program (MMRP) detailed in Section V.

IV. DETERMINATION:

The City of San Diego previously prepared a (Mitigated) Negative Declaration No. 25500 for the project described in the attached MND and Initial Study.

Based upon a review of the current project, it has been determined that:

- a. There are no new significant environmental impacts not considered in the previous MND;
- b. No substantial changes have occurred with respect to the circumstances under which the project is undertaken; and
- c. There is no new information of substantial importance to the project.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. No public review of this addendum is required.

V. MITIGATION, MONITORING AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to issuance of any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of the project(s) are included VERBATIM, under the heading, "**ENVIRONMENTAL/MITIGATION REQUIREMENTS.**"

3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the “Environmental/Mitigation Requirements” notes are provided.

B. GENERAL REQUIREMENTS – PART II

Post Plan Check (After permit issuance/Prior to start of construction)

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder’s Representative(s), Job Site Superintendent and the following consultants:

*Archaeological Consultants and Native American Monitor
Paleontological Consultants/Monitor*

Note: Failure of all responsible Permit Holder’s representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the Field Engineering Division (858) 627-3200
 - b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call RE and MMC at (858)627-3360
2. **MMRP COMPLIANCE:** This Project No. 333871 shall conform to the mitigation requirements contained in the associated Construction Plans and implemented to the satisfaction of the DSD’s Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc

Note:

Permit Holder’s Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

3. **OTHER AGENCY REQUIREMENTS:** Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

None required for this project

4. **MONITORING EXHIBITS.** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
5. **OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

[List all and only project specific required verification documents and related inspections table below]

<i>Issue Area</i>	<i>Document submittal</i>	<i>Assoc</i>
<i>General</i>	<i>Consultant Qualification Letters</i>	<i>Prior to Pre-construction Meeting</i>
<i>General</i>	<i>Consultant Const. Monitoring Exhibits</i>	<i>Prior to or at Pre-Construction Mtg</i>
<i>Archaeology</i>	<i>Archaeology Reports</i>	<i>Archaeology site observation</i>
<i>Paleontology</i>	<i>Paleontology Reports</i>	<i>Paleontology site observation</i>
<i>Final MMRP</i>	<i>Final monitoring reports</i>	<i>Final MMRP inspection</i>

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

PALEONTOLOGICAL RESOURCES

- I. **Prior to Permit Issuance or Bid Opening/Bid Award**
 - A. Entitlements Plan Check
 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
 - B. Letters of Qualification have been submitted to ADD
 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological

monitoring program, as defined in the City of San Diego Paleontology Guidelines.

2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects) The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur

- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.

- a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
- b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
- c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
- d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's

Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.

- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSV and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
 4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

HISTORICAL RESOURCES (ARCHAEOLOGY)

The project alignment would require archaeological monitoring, except for the alley segments between Santa Barbara Street and Venice Street.

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring

program must have completed the 40-hour HAZWOPER training with certification documentation.

2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 1/4 mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).

- c. MMC shall notify the PI that the AME has been approved.
- 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
- 5. Approval of AME and Construction Schedule

After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 - 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
 - 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
 - 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 - 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVr). The CSVr's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
 - 1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.

2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance can not be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

C. If Human Remains **ARE** determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.

3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.


- b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
- 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

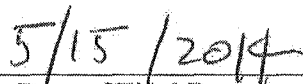
VI. Post Construction

A. Submittal of Draft Monitoring Report

- 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
- 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.

3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

 (FOR)
 Myra Herrmann, Senior Planner
 Development Services Department


 Date of Final Report

Analyst: Myra Herrmann

Attachments:

Figure 1 - Location Map

Mitigated Negative Declaration No. 255100

The Addendum to (Mitigated) Negative Declaration No. 255100 was not distributed for public review pursuant to San Diego Municipal Code (SDMC) Chapter 6, Article 9, Paragraph 69.0211 (Addenda to Environmental Reports). The SDMC requires that addenda to environmental documents certified more than three years previously are to be distributed by Development Services Department (DSD) for a fourteen calendar-day public review period, along with the previously certified environmental document. Therefore, because the original MND 255100 was certified on November 30, 2011, which is within the three year timeline, no additional public review is required. The final Addendum was distributed to the following groups and individuals for public disclosure in accordance with CEQA Section 15164.

VI. DISTRIBUTION

Copies or notice of this addendum were distributed to:

City of San Diego

Mayor's Office

Council Member Ed Harris, District 2 City Attorney's Office (93C)

City Attorney's Office - Shannon Thomas

Development Services Department

Myra Herrmann, EAS

Angela Nazareno, DPM

Sam Johnson, MMC

Historical Resources Board (87)

Public Works Department

Juan Baligad, EPS

Hung Huyng, ROW Design

Library Dept. -- Gov. Documents (81)

Ocean Beach Branch Library (81T)

Other Groups and Individuals

Carmen Lucas (206)

South Coastal Information Center (210)

San Diego Archaeological Center (212)

Save Our Heritage Organization (214)

Ron Christman (215)

Clint Linton (215B)

Frank Brown -- Inter-Tribal Cultural Resources Council (216)

Campo Band of Mission Indians (217)

San Diego County Archaeological Society, Inc. (218)

Kumeyaay Cultural Heritage Preservation (223)

Kumeyaay Cultural Repatriation Committee (225)

Native American Distribution (225 A-S)

San Diego Unified School District (132)

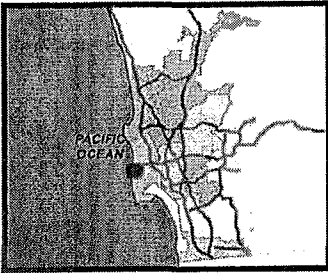
San Diego Natural History Museum (166)

San Diego Gas & Electric (114)

Ocean Beach Planning Board (367)
Ocean Beach Town Council (367A)
Ocean Beach Main Street Association (367B)
The Beacon (367C)

Copies of the addendum, the final MND, and the Mitigation Monitoring and Reporting Program, may be reviewed in the office of the Development Services Department, or purchased for the cost of reproduction.

Sewer Group Job 721



SENIOR PLANNER
 Juan Ballgad
 (619) 533-5473

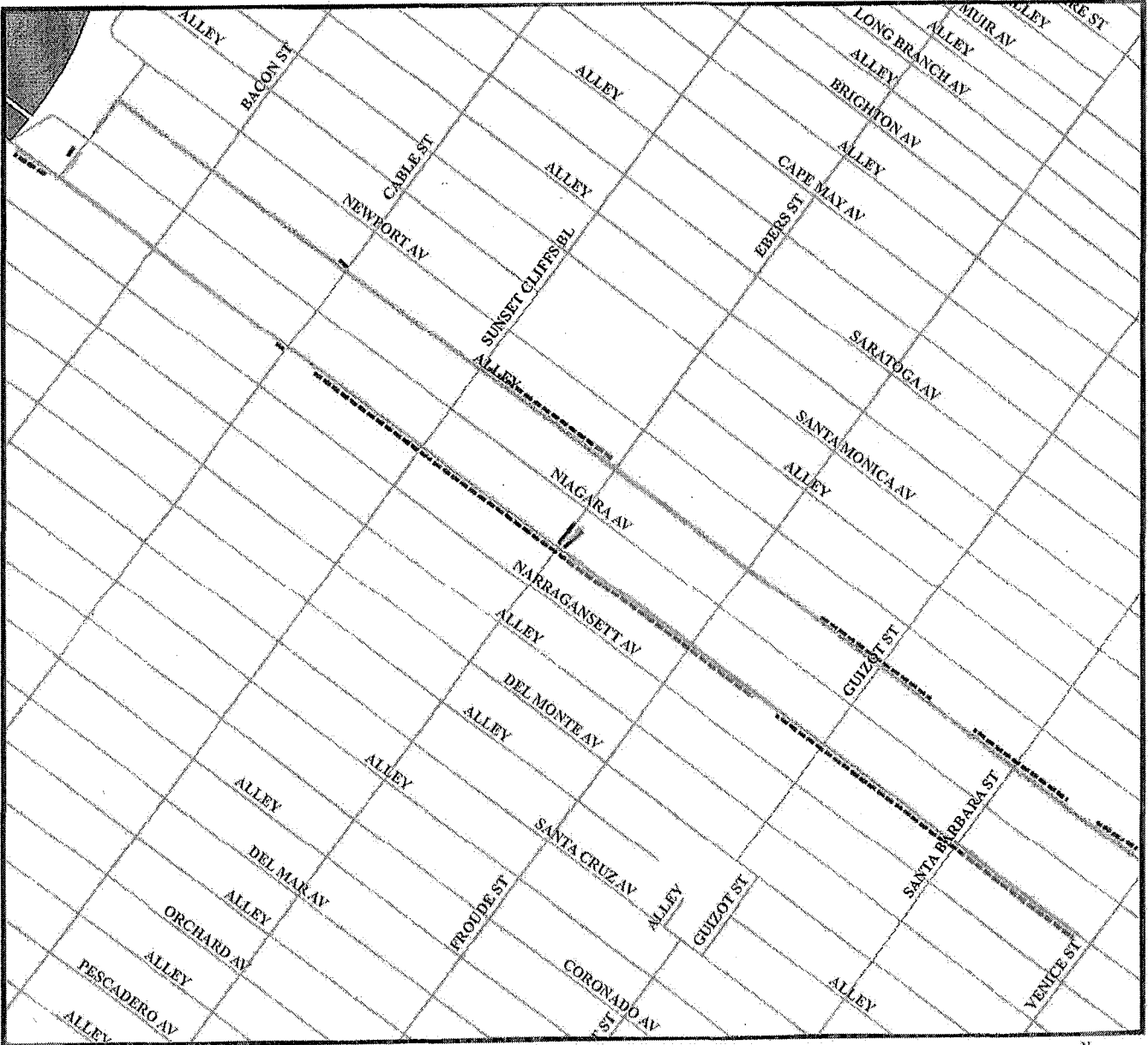
ASSOCIATE PLANNER
 Catherine Rom
 (619) 533-4603



PROJECT MANAGER
 HUNG HUYNH
 (619) 235-1979

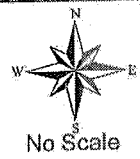
CONSTRUCTION PROJECT
 INFORMATION LINE
 619-533-4207

Project Implementation - EPS



- Sewer Main Replacement
- Deeper than existing
- New Sewer Alignment
- Abandon Sewer

0 155310 620
 Feet
 1 inch = 625 feet



Location Map
Sewer Group 721/Project No. 333871
 City of San Diego – Development Services Department

FIGURE
No. 1



MITIGATED NEGATIVE DECLARATION

Project No. 255100
SCH No. 2011091045

SUBJECT: Citywide Pipeline Projects: COUNCIL APPROVAL to allow for the replacement, rehabilitation, relocation, point repair, new trenching, trenchless construction, and abandonment of water and/or sewer pipeline alignments and associated improvements such as curb ramps, sewer lateral connections, water service connections, manholes, new pavement/slurry, the removal and/or replacement of street trees and the removal and/or replacement of street lights. This environmental document covers the analysis for ~~five~~ four (4) near-term pipeline projects (Harbor Drive Pipeline, Water Group 949, Sewer Group 787, Water Group 914, and Sewer/Water Group 732), as well as any subsequent future pipeline projects. The construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within the City of San Diego Public Right-of-Way (PROW) and/or within public easements and may include planned pipeline construction within private easements from the PROW to the service connection. A signed agreement between the City and the property owner would be required for work conducted on private property. Project types that would be included in the analysis contained herein would consist of sewer and water group jobs, trunk sewers, large diameter water pipeline projects, new and/or replacement manholes, new/or replacement fire hydrants, and other necessary appurtenances. All associated equipment would be staged within the existing PROW adjacent to the work areas. The near-term and future projects covered in the document would not impact *Sensitive Biological Resources* or *Environmentally Sensitive Lands (ESL)* as defined in the Land Development Code and would not encroach into the City's Multi-Habitat Planning Area (MHPA). Applicant: The City of San Diego Engineering and Capital Projects Department AND Public Utilities Department.

Update 10/20/2011

Revisions to this document have been made when compared to the Draft Mitigated Negative Declaration (DMND) dated September 9, 2011. In response to the Comment Letter received from The California Department of Fish and Game, further description and graphics of Water Group 949 as it relates to the MHPA has been added to the Final MND. Please note that Sewer Group 787, which is adjacent to the MHPA, has been removed from the project description and is no longer covered in this MND.

The modifications to the FMND are denoted by ~~strikeout~~ and underline format. In accordance with the California Environmental Quality Act, Section 15073.5 (c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modification does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is identification of new significant environmental impact or the addition of a new mitigation measure required to avoid a significant environmental impact. The addition

of corrected mitigation language within the environmental document does not affect the environmental analysis or conclusions of the MND.

Construction for the near-term and any future projects is anticipated to occur during the daytime hours Monday through Friday, but may occur during the weekend, if necessary. The contractor would comply with all applicable requirements described in the latest edition of the *Standard Specifications for Public Works Construction* ("GREENBOOK") and the latest edition of the *City of San Diego Standard Specifications for Public Works Construction* ("WHITEBOOK"). The City's supplement addresses unique circumstances to the City of San Diego that are not addressed in the GREENBOOK and would therefore take precedence in the event of a conflict. The contractor would also comply with the California Department of Transportation *Manual of Traffic Controls for Construction and Maintenance Work Zones*. If the Average Daily Traffic (ADT) within a given project(s) vicinity is 10,000 ADT or greater, a traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. For proposals subject to 10,000 ADT or less, traffic control may be managed through shop drawings during construction. Construction methods to be employed would consist of, but not be limited to:

Open Trenching: The open trench method of construction would be used for complete replacement and new alignment portions of the project. Trenches are typically four feet wide and are dug with excavations and similar large construction equipment.

Rehabilitation: Rehabilitation of alignment involves installing a new lining in old pipelines. The insertion is done through existing manhole access points and does not require removal of pavement or excavation of soils.

Abandonment: Pipeline abandonment activities would be similar to rehabilitation methods in that no surface/subsurface disturbance would occur. This process may involve slurry or grout material injected into the abandoned lines via manhole access. The top portion of the manhole is then typically removed and the remaining space backfilled and paved over.

Potholing: Potholing would be used to verify reconnection of laterals to main where lines would be raised or realigned (higher than existing depth, but still below ground) or to verify utility crossings. These "potholes" are made by using vacuum type equipment to open up small holes into the street of pavement.

Point Repairs: Point repairs include replacing a portion of a pipe segment by open trench excavation methods in which localized structural defects have been identified. Generally, point repairs are confined to an eight-foot section of pipe.

The following near term project(s) have been reviewed by the City of San Diego, Development Services Department (DSD) for compliance with the Land Development Code and have been determined to be exempt from a Site Development Permit (SDP) and/or a Coastal Development Permit (CDP). These projects would involve excavation in areas having a high resource sensitivity and potential for encountering archaeological and paleontological resources during construction related activities. Therefore, mitigation would be required to reduce potential significant impacts to archaeological and paleontological resources to below a level of significance. With respect to Storm Water, all projects would be reviewed for compliance with the City's Storm Water Standards

Manual. All projects that are not-exempt from the Standard Urban Storm Water Mitigation Plan (SUSMP) would incorporate appropriate Permanent Best Management Practices (BMPs) and construction BMPs into the project design(s) and during construction, as required. As such, all projects would comply with the requirement of the Municipal Storm Water Permit.

HARBOR DRIVE PIPELINE (PROJECT NO. 206100)

The Harbor Drive Pipeline includes the replacement of 4.4 miles of 16-inch cast iron (CI) and asbestos cement (AC) pipe that comprises the Harbor Drive 1st and 2nd Pipelines (HD-1 and HD-2) at a depth no greater than five (5) feet. Facility age and cast iron main replacement are the primary drivers for these projects, but due to the history of AC breaks in the area, approximately 1.0 mile of AC replacement is also included. The project is anticipated to be awarded in Fiscal Year 2013.

HD-1 and HD-2 were built primarily in the 1940's and 1950's and were made out of cast iron or asbestos cement and serve the western most part of the University Heights 390 Zone and the northern section of the Point Loma East 260 Zone. The pipelines also serve as redundancy to each other. Several segments were replaced by various City of San Diego Public Utilities Department projects throughout the years and those segments are not a part of the current scope. Previously replaced segments were 16 inch PVC, except for the bridge crossing which used 24-inch CMLC. The pipeline is located entirely within the PROW, will not require any easements, and is not adjacent to the MHPA or located within any designated historical districts. The following streets would be affected by this project: West Laurel, Pacific Highway, North Harbor Drive (within the roadway, under the bridge and within landscape areas), Nimitz Boulevard, Rosecrans Street, Evergreen Street, Hugo Street, Locust Street, Canon Street, Avenida De Portugal, and Point Loma Avenue.

Mitigation for the Harbor Drive Pipeline: Historical Resources (Archaeological Monitoring)

WATER GROUP 949 (PROJECT NO. 232719)

Water Group 949 would consist of the replacement and installation of 5.27 miles of water mains within the Skyline- Paradise Hills, University, Clairemont Mesa, Southeastern San Diego (Greater Golden Hills) community planning areas. 16,931 Linear Feet (LF) of 16-inch cast iron water mains would be replace-in-place with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. The remaining 10,913 LF of new 16-inch PVC would be installed in new trenches. All work within Regents Road, Site 2 (Figure 8), adjacent to the MHPA would only occur within the developed footprint such as the paved right of way, and concrete sidewalk or slab areas. In addition, all work within 100 feet of the MHPA would observe mitigation such as but not limited to, bird breeding season measures, avoidance of discharge into the MHPA, and avoidance of direct lighting towards the MHPA areas. As such, no impacts to MHPA and/or sensitive resources would occur. The project would also include replacement and reinstallation of valves, water services, fire hydrants, and other appurtenances and would also included the construction of curb ramps, and street resurfacing. Traffic control measures and Best Management Practices (BMPs) would be implemented during construction. Any street tree removal, relocation, and/or trimming would be done under the supervision of the City Arborist. All staging of construction equipment will be located outside of any potentially sensitive areas. The following streets and nearby alleyways would be affected by this project: Tuther Way, Cielo Drive, Woodman Street, Skyline Drive, Regents Road, Hidalgo Avenue, Clairemont Mesa Boulevard, Luna Avenue, B Street, F Street, Ash Street, 25th Street, and 27th Street.

Mitigation Required for Water Group 949: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the University and Clairemont Mesa Community Planning areas that are adjacent (within 100 feet) to the MHPA and Historical Resources (Built Environment) mitigation for the area of the project located within the Greater Golden Hill Historic District.

SEWER GROUP 787 (PROJECT NO. 231928)

Sewer Group 787 would consist of the replacement of 26,436 lineal feet (LF) of existing 16-inch east iron sewer pipe with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. A total of 1,267 LF of new 16-inch PVC sewer alignment would be installed in new trenches. In addition, the project would abandon 1,606 LF of existing 16-inch east iron pipe. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. The project would affect the following streets and nearby alleyways: 42nd Street, Monroe Avenue, Edgware Road, Polk Avenue, Orange Avenue, Menlo Avenue, 47th Street, Dwight Street, Myrtle Avenue, Manzanita Place, Heather Street, Dahlia Street, Poplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, 44th Street, Laurie Lane, and Roseview Place all within the City Heights and Kensington-Talmadge Community Planning Areas.

Mitigation Required for Water Group 787: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the City Heights and Kensington-Talmadge Community Planning areas that are adjacent (within 100 feet) to the MHPA, Historical Resources (Archaeological and Paleontological Monitoring).

WATER GROUP 914 (PROJECT NO. 233447)

Water Group 914 would consist of the replacement and installation of approximately 21,729 lineal feet (LF) of existing 6-inch, 8-inch and 12-inch cast iron pipes and 6-inch asphalt concrete pipes with new 8-inch, 12-inch and 16-inch polyvinyl chloride (PVC) pipe. Also included would be the construction of two underground pressure regulator stations that measure 54 square-feet and 6.5 feet deep each. 17,472 LF would be located in existing trenches and 4,257 LF would be located in new trench lines. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. However two 300 LF parallel line sections (600 LF total) of the water alignment would be installed by trenchless methodology utilizing two (2) 40 square foot launch and receiver pits. The trenchless installation would occur at the intersection of Coronado Avenue and Ebers Street and is designed to avoid a recorded archaeological resource at this intersection. The trenchless methodology would employ directional underground boring that would install the pipe at a depth deeper than the recorded resource. In addition, a 4-inch AC water segment of approximately 520 LF located along Point Loma Avenue between Guizot Street and Santa Barbara Street will be abandoned in place. The project would affect the following streets and nearby alleyways: Point Loma Avenue, Santa Barbara Street, Bermuda Avenue, Pescadero Avenue, Cable Street, Orchard Avenue, Froude Street, Sunset Cliffs Boulevard, Savoy Circle, and Del Monte Avenue all within the Ocean Beach and Peninsula Community Planning Areas.

Mitigation for Water Group 914: Historical Resources (Archaeological Monitoring) and (Built Environment)

SEWER AND WATER GROUP 732 (PROJECT NO. 206610)

Sewer and Water Group Job 732 would consist of the installation of approximately 5,500 total linear feet (LF) of 8 inch Polyvinyl Chloride (PVC) sewer pipe, and approximately 3,000 total linear feet (LF) of 12 inch PVC water pipe. Approximately, 1,035 LF of water pipe would be rehabilitated using trenchless technology in the same trench, with the remainder of the installation accomplished through open trenching. Related work would include construction of new manholes, replacement and re-plumbing of sewer laterals, installation of curb ramps, pavement restoration, traffic control, and storm water best management practices. Construction of the project would affect portions of the following streets and adjacent alleys in the Peninsula Community Plan area: Xenophon Street, Yonge Street, Zola Street, Alcott Street, Browning Street, Plum Street, Willow Street, Evergreen Street, Locust Street, and Rosecrans Street.

Mitigation Required for Sewer and Water Group 732: Historical Resources (Archaeological and Paleontological Monitoring).SUBSEQUENT PIPELINE PROJECT REVIEW (LONG TERM)

Applications for the replacement, rehabilitation, relocation, point repair, open trenching and abandonment of water and/or sewer pipeline alignments within the City of San Diego PROW as indicated in the Subject block above and in the Project Description discussion of the Initial Study would be analyzed for potential environmental impacts to Historical Resources (Archaeology, Paleontology and the Built Environment) and Land Use (MSCP/MHPA), and reviewed for consistency with this Mitigated Negative Declaration (MND). Where it can be determined that the project is "consistent" with this MND and no additional potential significant impacts would occur pursuant to State CEQA Guideline § 15162 (i.e. the involvement of new significant environmental effects of a substantial increase in the severity of previously identified effects) or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to §15164. Where future projects are found not to be consistent with this MND, then a new Initial Study and project specific MND shall be prepared.

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

The City of San Diego conducted an Initial Study which determined that the near term projects and any future subsequent projects could have a significant environmental effect in the following areas(s): Land Use (MSCP/MHPA Land Use Adjacency), Historical Resources (Built Environment), Historical Resources (Archaeology) and Paleontology. When subsequent projects are submitted to DSD, the Environmental Analysis Section (EAS) will determine which of the project specific mitigation measures listed in Section V. would apply. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. Projects as revised now avoid or mitigate the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION:

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

V. MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP):

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD) (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

B. GENERAL REQUIREMENTS – PART II

Post Plan Check (After permit issuance/Prior to start of construction)

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants as necessary:

Biologist, Archaeologist, Native American Monitor, Historian and Paleontologist

Note: Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the **Field Engineering Division 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call RE and MMC at **858-627-3360**

2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) No. 255100, or for subsequent future projects the associated PTS No., shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.)

Note:

Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

- 3. OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency as applicable.
- 4. MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
- 5. OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

<i>Issue Area</i>	<i>Document submittal</i>	<i>Associated Inspection/Approvals/Note</i>
General	Consultant Qualification Letters	Prior to Pre-construction Mtg.
General	Consultant Const. Monitoring	Prior to or at Pre-Construction Mtg.
Biology	Biology Reports	Limit of Work Verification
Historical	Historical Reports	Historical observation (built envirnmt)
Archaeology	Archaeology Reports	Archaeology observation
Paleontology	Paleontology Reports	Paleontology observation
Final MMRP		Final MMRP Inspection

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

A. LAND USE [MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP) For PROJECTS WITHIN 100 FEET OF THE MHPA]

I. Prior to Permit Issuance

- A. Prior to issuance of any construction permit, the DSD Environmental Designee (ED) shall verify the Applicant has accurately represented the project's design in the Construction Documents (CDs) that are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Land Use Adjacency Guidelines for the Multiple Habitat Planning Area (MHPA), including identifying adjacency as the potential for direct/indirect impacts where applicable. In addition, all CDs where applicable shall show the following:
1. **Land Development / Grading / Boundaries** –MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. The ED shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA..
 2. **Drainage / Toxins** –All new and proposed parking lots and developed area in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
 3. **Staging/storage, equipment maintenance, and trash** –All areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities are within the development footprint. Provide a note on the plans that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative to ensure there is no impact to the MHPA."*
 4. **Barriers** –All new development within or adjacent to the MHPA shall provide fencing or other City approved barriers along the MHPA boundaries to direct public access to appropriate locations, to reduce domestic animal predation, and to direct wildlife to appropriate corridor crossing. Permanent barriers may include, but are not limited to, fencing (6-foot black vinyl coated chain link or equivalent), walls, rocks/boulders, vegetated buffers, and signage for access, litter, and educational purposes.
 5. **Lighting** – All building, site, and landscape lighting adjacent to the MHPA shall be directed away from the preserve using proper placement and adequate shielding to protect sensitive habitat. Where necessary, light from traffic or other incompatible uses, shall be shielded from the MHPA through the utilization of including, but not limited to, earth berms, fences, and/or plant material.
 6. **Invasive Plants** – Plant species within 100 feet of the MHPA shall comply with the Landscape Regulations (LDC142.0400 and per table 142-04F, Revegetation and Irrigation Requirements) and be non invasive. Landscape plans shall include a note that states: *"The ongoing maintenance requirements of the property owner shall*

prohibit the use of any planting that are invasive, per City Regulations, Standards, guidelines, etc., within 100 feet of the MHPA."

7. **Brush Management** –All new development adjacent to the MHPA is set back from the MHPA to provide the required Brush Management Zone (BMZ) 1 area (LDC Sec. 142.0412) within the development area and outside of the MHPA. BMZ 2 may be located within the MHPA and the BMZ 2 management shall be the responsibility of a HOA or other private entity.
8. **Noise**- Due to the site's location adjacent to or within the MHPA, construction noise that exceeds the maximum levels allowed shall be avoided, during the breeding seasons for protected avian species such as: *California Gnatcatcher (3/1-8/15)*; *Least Bell's vireo (3/15-9/15)*; and *Southwestern Willow Flycatcher (5/1-8/30)*. If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall be incorporated. Upon project submittal EAS shall determine which of the following project specific avian protocol surveys shall be required.

COASTAL CALIFORNIA GNATCATCHER

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- a. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN ADJACENT TO THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION

ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- b. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:

1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

LEAST BELL'S VIREO (State Endangered/Federally Endangered)

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 15 AND SEPTEMBER 15, THE BREEDING SEASON OF THE LEAST BELL'S VIREO, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE LEAST BELL'S VIREO. SURVEYS FOR THE THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IF THE LEAST BELL'S VIREO IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED LEAST BELL'S VIREO HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED LEAST BELL'S VIREO OR HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF ANY OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED

UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE LEAST BELL'S VIREO. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED

TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

B. IF LEAST BELL'S VIREO ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 15 AND SEPTEMBER 15 AS FOLLOWS:

- I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR LEAST BELL'S VIREO TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
- II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

SOUTHWESTERN WILLOW FLYCATCHER (Federally Endangered)

1. Prior to the first reconstruction meeting, the City Manager (or appointed designee) shall verify that the following project requirements regarding the southwestern willow flycatcher are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MAY 1 AND SEPTEMBER 1, THE BREEDING SEASON OF THE SOUTHWESTERN WILLOW FLYCATCHER, UNTIL

THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE SOUTHWESTERN WILLOW FLYCATCHER. SURVEYS FOR THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF THE SOUTHWESTERN WILLOW FLYCATCHER IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MAY 1 AND SEPTEMBER 1, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MAY 1 AND SEPTEMBER 1, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN,

NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE SOUTHWESTERN WILLOW FLYCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 1).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. IF SOUTHWESTERN WILLOW FLYCATCHER ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MAY 1 AND SEPTEMBER 1 AS FOLLOWS:
 - I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR SOUTHWESTERN WILLOW FLYCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 - II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

II. Prior to Start of Construction

A. Preconstruction Meeting

The Qualified Biologist/Owners Representative shall incorporate all MHPA construction related requirements, into the project's Biological Monitoring Exhibit (BME).

The Qualified Biologist/Owners Representative is responsible to arrange and perform a focused pre-con with all contractors, subcontractors, and all workers involved in grading or other construction activities that discusses the sensitive nature of the adjacent sensitive biological resources.

III. During Construction

- A. The Qualified Biologist/Owners Representative, shall verify that all construction related activities taking place ~~within or~~ adjacent to the MHPA are consistent with the CDs, the MSCP/MHPA Land Use Adjacency Guidelines. The Qualified Biologist/Owners Representative shall monitor and ensure that:
1. **Land Development /Grading Boundaries** - The MHPA boundary and the limits of grading shall be clearly delineated by a survey crew prior to brushing, clearing, or grading. Limits shall be defined with orange construction fence and a siltation fence (can be combined) under the supervision of the Qualified Biologist/Owners Representative who shall provide a letter of verification to RE/MMC that all limits were marked as required. ~~Within or a~~Adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
 2. **Drainage/Toxics** - No Direct drainage into the MHPA shall occur during or after construction and that filtration devices, swales and/or detention/desiltation basins that drain into the MHPA are functioning properly during construction, and that permanent maintenance after construction is addressed. These systems should be maintained approximately once a year, or as often a needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g. clay compounds) when necessary and appropriate.
 3. **Staging/storage, equipment maintenance, and trash** - Identify all areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities on the monitoring exhibits and verify that they are within the development footprint. Comply with the applicable notes on the plans
 4. **Barriers** - New development adjacent to the MHPA provides city approved barriers along the MHPA boundaries.
 5. **Lighting** - Periodic night inspections are performed to verify that all lighting adjacent to the MHPA is directed away from preserve areas and appropriate placement and shielding is used.
 6. **Invasives** - No invasive plant species are used ~~in or~~ adjacent (within 100 feet) to the MHPA ~~and that within the MHPA, all plant species must be native.~~
 7. **Brush Management** - BMZ1 is within the development footprint and outside of the MHPA, and that maintenance responsibility for the BMZ 2 located within the MHPA is identified as the responsibility of an HOA or other private entity.
 8. **Noise** - For any area of the site that is adjacent to ~~or within~~ the MHPA, construction noise that exceeds the maximum levels allowed, shall be avoided, during the breeding seasons, for protected avian species such as: *California Gnatcatcher* (3/1-8/15); *Least Bell's vireo* (3/15-9/15); and *Southwestern Willow Flycatcher* (5/1-8/30). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall

be incorporated.

IV. Post Construction

A. Preparation and Submittal of Monitoring Report

The Qualified Biologist/Owners Representative shall submit a final biological monitoring report to the RE/MMC within 30 days of the completion of construction that requires monitoring. The report shall incorporate the results of the MMRP/MSCP requirements per the construction documents and the BME to the satisfaction of RE/MMC.

B. HISTORICAL RESOURCES (ARCHAEOLOGY)

Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 1/4 mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM)

and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.

- a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
 3. Identify Areas to be Monitored
 - b. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - c. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - d. MMC shall notify the PI that the AME has been approved.
 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
 5. Approval of AME and Construction Schedule
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are

encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.

3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

- (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can

be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.

2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

C. If Human Remains **ARE** determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

D. If Human Remains are **NOT** Native American

1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for interment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

A. If night and/or weekend work is included in the contract

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

B. If night and/or weekend work becomes necessary during the course of construction

1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
2. The RE, or BI, as appropriate, shall notify MMC immediately.

C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

C. PALEONTOLOGICAL RESOURCES

I. **Prior to Permit Issuance or Bid Opening/Bid Award**

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the

project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.

2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. c. MMC shall notify the PI that the PME has been approved.
- d. 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction

documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

5. Approval of PME and Construction Schedule

After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.

- (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects**
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVr and submit to MMC via the RE via fax by 8AM on the next business day.

- b. Discoveries
 - All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
 - If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
 - C. All other procedures described above shall apply, as appropriate.

V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
 - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring.
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
 - The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
 - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 - 4. MMC shall provide written verification to the PI of the approved report.
 - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
 - 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
 - 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
 - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.

4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

D. HISTORICAL RESOURCES (BUILT ENVIRONMENT)

When a future project requires implementation of this mitigation measure, the following paragraph shall be included in the subsequent environmental document and applicable Historic District name, boundary and district guidelines, if applicable shall be inserted as noted below in [brackets]:

The project is located within the [[insert District name]] Historic District, bounded by [[enter District boundary]] All work within the District boundary must be consistent with the City's Historical Resources Regulations, the U.S. Secretary of the Interior's Standards and the [[enter district guidelines if applicable]] District Design Guidelines. The following mitigation measures are required within the District boundary and shall ensure consistency with these regulations, Standards and guidelines.

- A. Prior to beginning any work at the site, a Pre Construction meeting that includes Historic Resources and MMC staff shall be held at the project site to review these mitigation measures and requirements within the District boundary.
- B. A Historic Sidewalk Stamp Inventory prepared by a qualified historic consultant or archaeologist and approved by HRB staff is required prior to the Pre-Construction (Pre-Con) meeting. The Inventory shall include photo documentation of all existing stamps within the project area keyed to a project site plan.
- C. Existing sidewalk stamps shall be preserved in place. Where existing sidewalk stamps must be impacted to accommodate right-of-way improvements, the following actions are required:
 1. A mold of the sidewalk stamp will be made to allow reconstruction of the stamp if destroyed during relocation.
 2. The sidewalk stamp shall be saw-cut to preserve the stamp in its entirety; relocated as near as possible to the original location; and set in the same orientation.
 3. If the sidewalk stamp is destroyed during relocation, a new sidewalk stamp shall be made from the mold taken and relocated as near as possible to the original location and set in the same orientation.
- D. No new sidewalk stamps shall be added by any contractor working on the project.
- E. Existing historic sidewalk, parkway and street widths shall be maintained. Any work that requires alteration of these widths shall be approved by Historic Resources staff.
- F. Existing historic curb heights and appearance shall be maintained. Any work that requires alteration of the existing height or appearance shall be approved by Historic Resources staff.

- G. Sections of sidewalk which may be impacted by the project shall be replaced in-kind to match the historic color, texture and scoring pattern of the original sidewalks. If the original color, scoring pattern or texture is not present at the location of the impact, the historically appropriate color, texture and scoring pattern found throughout the district shall be used.
- H. Truncated domes used at corner curb ramps shall be dark-gray in color.
- I. Existing historic lighting, such as acorn lighting shall remain. New lighting shall be consistent with existing lighting fixtures, or fixtures specified in any applicable District Design Guidelines.
- J. Existing mature street trees shall remain. New street trees shall be consistent with the prevalent mature species in the District and/or species specified in any applicable District Design Guidelines.
- K. Any walls located within the right-of-way or on private property are considered historic and may not be impacted without prior review and approval by Historic Resources staff.

VI. PUBLIC REVIEW DISTRIBUTION:

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

United States Government

- Fish and Wildlife Service (23)
- MCAS Miramar (13)
- Naval Facilities Engineering Command Southwest (8)

State of California

- Department of Fish and Game (32A)
- State Clearing House (46)
- Resources Agency (43)
- Native American Heritage Commission (56)
- State Historic Preservation Officer (41)
- Regional Water Quality Control Board (44)
- Water Resources (45)
- Water Resources Control Board (55)
- Coastal Commission (48)
- Caltrans District 11 (31)

County of San Diego

- Department of Environmental Health (75)
- Planning and Land Use (68)
- Water Authority (73)

City of San Diego

- Office of the Mayor (91)
- Council President Young, District 4 (MS 10A)
- Councilmember Lightner, District 1 (MS 10A)
- Councilmember Faulconer, District 2 (MS 10A)
- Councilmember Gloria, District 3 (MS 10A)
- Councilmember DeMaio, District 5 (MS 10A)

Councilmember Zapf, District 6 (MS 10A)
Councilmember Emerald, District 7 (MS 10A)
Councilmember Alvarez, District 8 (MS 10A)
Historical Resource Board (87)
City Attorney (MS 56A)
 Shannon Thomas (MS 93C)
Engineering and Capital Projects
 Marc Cass (MS 908A)
 Allison Sherwood (MS 908A)
 Matthew DeBeliso (MS 908A)
 Akram Bassyouni (MS 908A)
 Michael Ninh (MS 908A)
 Roman Anissi (MS 908A)
 Daniel Tittle (MS 908A)
Development Services Department
 Myra Herrmann (MS 501)
 Kristen Forburger (MS 401)
 Jeanne Krosch (MS 401)
 Kelley Stanco (MS 501)
Library Dept.-Gov. Documents MS 17 (81)
 Balboa Branch Library (81B)
 Beckwourth Branch Library (81C)
 Benjamin Branch Library (81D)
 Carmel Mountain Ranch Branch (81E)
 Carmel Valley Branch Library (81F)
 City Heights/Weingart Branch Library (81G)
 Clairemont Branch Library (81H)
 College-Rolando Branch Library (81I)
 Kensington-Normal Heights Branch Library (81K)
 La Jolla/Riford branch Library (81L)
 Linda Vista Branch Library (81M)
 Logan Heights Branch Library (81N)
 Malcolm X Library & Performing Arts Center (81O)
 Mira Mesa Branch Library (81P)
 Mission Hills Branch Library (81Q)
 Mission Valley Branch Library (81R)
 North Clairemont Branch Library (81S)
 North Park Branch Library (81T)
 Oak Park Branch Library (81U)
 Ocean Beach Branch Library (81V)
 Otay Mesa-Nestor Branch Library (81W)
 Pacific Beach/Taylor Branch Library (81X)
 Paradise Hills Branch Library (81Y)
 Point Loma/Hervey Branch Library (81Z)
 Rancho Bernardo Branch Library (81AA)
 Rancho Pefiasquitos Branch Library (81BB)
 San Carlos Branch Library (81DD)
 San Ysidro Branch Library (81EE)
 Scripps Miramar Ranch Branch Library (81FF)

Serra Mesa Branch Library (81GG)
 Skyline Hills Branch Library (81HH)
 Tierrasanta Branch Library (81II)
 University Community Branch Library (81JJ)
 University Heights Branch Library (81KK)
 Malcolm A. Love Library (457)

Other Interested Individuals or Groups

Community Planning Groups

Community Planners Committee (194)
 Balboa Park Committee (226 + 226A)
 Black Mountain Ranch --Subarea I (226C)
 Otay Mesa - Nestor Planning Committee (228)
 Otay Mesa Planning Committee (235)
 Clairemont Mesa Planning Committee (248)
 Greater Golden Hill Planning Committee (259)
 Serra Mesa Planning Group (263A)
 Kearny Mesa Community Planning Group (265)
 Linda Vista Community Planning Committee (267)
 La Jolla Community Planning Association (275)
 City Heights Area Planning Committee (287)
 Kensington-Talmadge Planning Committee (290)
 Normal Heights Community Planning Committee (291)
 Eastern Area Planning Committee (302)
 North Bay Community Planning Group (307)
 Mira Mesa Community Planning Group (310)
 Mission Beach Precise Planning Board (325)
 Mission Valley Unified Planning Organization (331)
 Navajo Community Planners Inc. (336)
 Carmel Valley Community Planning Board (350)
 Del Mar Mesa Community Planning Board (361)
 Greater North Park Planning Committee (363)
 Ocean Beach Planning Board (367)
 Old Town Community Planning Committee (368)
 Pacific Beach Community Planning Committee (375)
 Pacific Highlands Ranch -- Subarea III (377A)
 Rancho Peñasquitos Planning Board (380)
 Peninsula Community Planning Board (390)
 Rancho Bernardo Community Planning Board (400)
 Sabre Springs Community Planning Group (406B)
 Sabre Springs Community Planning Group (407)
 San Pasqual - Lake Hodges Planning Group (426)
 San Ysidro Planning and Development Group (433)
 Scripps Ranch Community Planning Group (437)
 Miramar Ranch North Planning Committee (439)
 Skyline - Paradise Hills Planning Committee (443)
 Torrey Hills Community Planning Board (444A)
 Southeastern San Diego Planning Committee (449)
 Encanto Neighborhoods Community Planning Group (449A)

College Area Community Council (456)
Tierrasanta Community Council (462)
Torrey Highlands – Subarea IV (467)
Torrey Pines Community Planning Group (469)
University City Community Planning Group (480)
Uptown Planners (498)

Town/Community Councils - PUBLIC NOTICE ONLY

Town Council Presidents Association (197)
Harborview Community Council (246)
Carmel Mountain Ranch Community Council (344)
Clairemont Town Council (257)
Serra Mesa Community Council (264)
Rolando Community Council (288)
Oak Park Community Council (298)
Webster Community Council (301)
Darnell Community Council (306)
La Jolla Town Council (273)
Mission Beach Town Council (326)
Mission Valley Community Council (328 C)
San Carlos Area Council (338)
Ocean Beach Town Council, Inc. (367 A)
Pacific Beach Town Council (374)
Rancho Penasquitos Community Council (378)
Rancho Bernardo Community Council, Inc. (398)
Rancho Penasquitos Town Council (383)
United Border Community Town Council (434)
San Dieguito Planning Group (412)
Murphy Canyon Community Council (463)

Other Interested Individuals or Groups

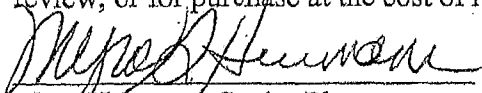
San Diego Unified Port District (109)
San Diego County Regional Airport Authority (110)
San Diego transit Corporation (112)
San Diego Gas & Electric (114)
Metropolitan Transit Systems (115)
San Diego Unified School District (125/132)
San Ysidro Unified School District (127)
San Diego Community College District (133)
The Beach and Bay Beacon News (137)
Sierra Club (165)
San Diego Canyonlands (165A)
San Diego Natural History Museum (166)
San Diego Audubon Society (167)
Jim Peugh (167A)
California Native Plant Society (170)
San Diego Coastkeeper (173)
Endangered Habitat League (182 and 182A)
South Coastal Information Center @ San Diego State University (210)

San Diego Historical Society (211)
Carmen Lucas (206)
Clint Linton (215b)
San Diego Archaeological Center (212)
Save Our Heritage Organization (214)
Ron Christman (215)
Louie Guassac (215A)
San Diego County Archaeological Society (218)
Kumeyaay Cultural Heritage Preservation (223)
Kumeyaay Cultural Repatriation Committee (225)
Native American Distribution (NOTICE ONLY 225A-T)
San Diego Historical Society (211)
Theresa Acerro (230)
Unified Port of San Diego (240)
Centre City Development Corporation (242)
Centre City Advisory Committee (243)
Balboa Avenue CAC (246)
Theresa Quiros (294)
Fairmount Park Neighborhood Association (303)
John Stump (304)
San Diego Baykeeper (319)
Debbie Knight (320)
Mission Hills Heritage (497)

VII. RESULTS OF PUBLIC REVIEW:

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

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


Myra Herrmann, Senior Planner
Development Services Department

September 14, 2011
Date of Draft Report

October 24, 2011
Date of Final Report

Analysts; J. Szymanski/M. Herrmann

Attachments:

- Figure 1 - Harbor Drive Pipeline Location Map
- Figure 2 - Water Group 949 Site 1 Location Map
- Figure 3- Water Group 949 Site 2 Location Map
- Figure 4- Water Group 949 Site 3 Location Map
- Figure 5- Sewer Group 787 Location Map
- Figure 6- Water Group 914 Location Map
- Figure 7- Sewer and Water Group 732 Location Map
- Figure 8- Water Group 949-Site 2 with the MHPA
- Initial Study Checklist



STATE OF CALIFORNIA
 Governor's Office of Planning and Research
 State Clearinghouse and Planning Unit

Edmund G. Brown Jr.
 Governor



Ken Alex
 Director

RESPONSE TO COMMENTS

CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

October 14, 2011

Jeffrey Szymanski
 City of San Diego
 1222 First Avenue, MS-501
 San Diego, CA 92101

Subject: Citywide Pipeline Projects 2011
 SCE#: 2011091045

Dear Jeffrey Szymanski:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on October 13, 2011, and the comments from the responding agency(ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,


Scott Morgan
 Director, State Clearinghouse

Enclosures
 cc: Resources Agency

1400 TENTH STREET P.O. BOX 8044 SACRAMENTO, CALIFORNIA 95812-8044
 TEL (916) 445-0613 FAX (916) 823-8018 www.opr.ca.gov

1. Comment acknowledged no response is necessary.

SCH# 2011091045
Project Title Citywide Pipeline Projects 2011
Lead Agency San Diego, City of

RESPONSE TO COMMENTS

CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

Type MND Mitigated Negative Declaration
Description Council Approval to allow the replacement, rehabilitation, relocation, point repair, new trenching, trenchless construction, and abandonment of water and/or sewer alignments and associated improvements such as curb ramps, sewer lateral connections, water service connections, manholes, new pavement/surry, the removal and/or replacement of street trees and the removal and/or replacement of street lights. The construction footprint, including staging areas and other areas (such as access) should be located within the City of San Diego Public Right-of-Way and/or within public easements. The proposal may include planned pipeline construction within private easements from the PROW to the service connection. A signed agreement between the City and the property owner would be required for work conducted on private property. Project types that would be included in the analysis contained herein would consist of sewer and water group jobs, trunk sewers, large diameter water pipeline projects, manholes and other necessary appurtenances. All associated equipment would be staged in existing right-of-ways adjacent to the proposed work areas." The proposed project would not impact Sensitive Biological Resources or Environmentally Sensitive Lands (ESL) as defined by the Land Development Code and would not encroach into the City's Multi-Habitat Planning Area (MHPA). Applicant: The City of San Diego Engineering and Capital Projects Department AND Public Utilities Department.

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Lead Agency Contact

Name Jeffrey Szymanski
Agency City of San Diego
Phone 619 446 5324 **Fax**
email
Address 1222 First Avenue, MS-501
City San Diego **State** CA **Zip** 92101

Project Location

County San Diego
City San Diego
Region
Lat / Long
Cross Streets Citywide
Parcel No.
Township **Range** **Section** **Base**

Proximity to:

Highways
Airports
Railways
Waterways
Schools
Land Use Citywide

Project Issues Archaeologic-Historic; Landuse; Other Issues

Reviewing Agencies Resources Agency; California Coastal Commission; Department of Fish and Game, Region 5; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; Caltrans, Division of Aeronautics; California Highway Patrol; Caltrans, District 11; CA Department of Public Health; State Water Resources Control Board, Division of Financial Assistance; Regional Water Quality Control Board, Region 9; Native American Heritage Commission; Public Utilities Commission

Note: Blanks in data fields result from insufficient information provided by lead agency.

#

Date Received 09/14/2011 Start of Review 09/14/2011 End of Review 10/13/2011

RESPONSE TO COMMENTS

CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

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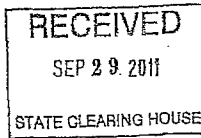
Note: Blanks in data fields result from insufficient information provided by lead agency.

5
DEPARTMENT OF TRANSPORTATION
DISTRICT 11
PLANNING DIVISION
4050 TAYLOR STREET, MS 240
SAN DIEGO, CA 92110
PHONE (619) 688-6960
FAX (619) 688-4299
TTY 711
www.dot.ca.gov

EDMUND G. BROWN Jr., Governor



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RESPONSE TO COMMENTS

DEPARTMENT OF TRANSPORTATION (9/28/2011)

September 28, 2011

Mr. Jeffrey Szymanski
City of San Diego Development Services Center
1222 First Avenue MS 501
San Diego, CA 92101

11-SD-Var
PM Various
Citywide Pipeline Projects 2011
SCH# 2011091045

clear
10/2/11
Q

Dear Mr. Szymanski:

The California Department of Transportation (Caltrans) appreciates the opportunity to comment on the Draft Mitigated Negative Declaration (MND) for the North-South District Interconnection System Project (Project). The project is identified in the MND to cross State Route 52 (SR-52) and State Route 94 (SR-94). Caltrans would like to submit the following comments:

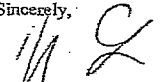
2. Any work performed within Caltrans Right-of-Way (R/W) will require an approved encroachment permit by Caltrans. All Caltrans standards for utility encroachments shall be met.

3. Additionally, any work performed within Caltrans R/W must provide an approved final environmental document including the California Environmental Quality Act (CEQA) determination addressing any environmental impacts within the Caltrans' R/W, and any corresponding technical studies. If these materials are not included with the encroachment permit application, the applicant will be required to acquire and provide these to Caltrans before the permit application will be accepted. Identification of avoidance and/or mitigation measures will be a condition of the encroachment permit approval as well as procurement of any necessary regulatory and resource agency permits.

Additional information regarding encroachment permits may be obtained by contacting the Caltrans Permits Office at (619) 688-6158. Early coordination with Caltrans is strongly advised for all encroachment permit.

If you have any questions on the comments Caltrans has provided, please contact Marisa Hampton of the Development Review Branch at (619) 688-6954.

Sincerely,

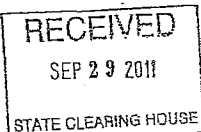

JACOB ARMSTRONG, Chief
Development Review Branch

"Caltrans improves mobility across California"

2. The comment letter has been forwarded to the applicant department and it is acknowledged that any work conducted within the Caltrans R/W will require an approved encroachment permit by Caltrans.
3. The applicant department acknowledges that they must provide the certified CEQA document to Caltrans prior to the approval of an encroachment permit.

NATIVE AMERICAN HERITAGE COMMISSION
455 CAPITOL MALL, ROOM 354
SACRAMENTO, CA 95814
(916) 653-8251
Fax (916) 657-5390
Web Site www.nahc.ca.gov
na_nahc@exchell.net

clear
10/13/2011
8



September 27, 2011

Mr. Jeffrey Szymanski, Environmental Planner
City of San Diego Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

Re: SCH#2011091045; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the "Citywide Pipeline Projects 2011, City Project No. 255100," located in the City of San Diego, San Diego County, California.

Dear Mr. Szymanski:

The Native American Heritage Commission (NAHC), the State of California 'Trustee Agency' for the protection and preservation of Native American cultural resources pursuant to California Public Resources Code §21070 and affirmed by the Third Appellate Court in the case of EPIC v. Johnson (1985: 170 Cal App. 3rd 604). The NAHC wishes to comment on the proposed project.

This letter includes state and federal statutes relating to Native American historic properties of religious and cultural significance to American Indian tribes and interested Native American individuals as 'consulting parties' under both state and federal law. State law also addresses the freedom of Native American Religious Expression in Public Resources Code §5097.9.

The California Environmental Quality Act (CEQA – CA Public Resources Code 21000-21177, amendments effective 3/18/2010) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the CEQA Guidelines defines a significant impact on the environment as 'a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ...objects of historic or aesthetic significance.' In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE), and if so, to mitigate that effect. The NAHC Sacred Lands File (SLF) search resulted as follows: **Native American cultural resources were identified in several areas of the City of San Diego.**

The NAHC "Sacred Sites," as defined by the Native American Heritage Commission and the California Legislature in California Public Resources Code §§5097.94(a) and 5097.96. Items in the NAHC Sacred Lands Inventory are confidential and exempt from the Public Records Act pursuant to California Government Code §6254 (r).

Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries of cultural resources or burial sites once a project is underway. Culturally affiliated tribes and individuals may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). We strongly urge that you

RESPONSE TO COMMENTS

NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011)

- Comment noted. Staff acknowledges that Native American cultural resources have been identified within several areas of the City of San Diego. Archaeological and Native American monitoring has been included as mitigation within the MND and would preclude a substantial adverse change in the significance of historical resources.
- Comment noted. The draft MND was sent to all individuals on the recommended list from the NAHC, with the exception of the Inter-Tribal Cultural Resource Council. This new group will be included in the distribution of the final MND and will also added to the City's list for distribution of draft environmental documents which include a discussion of archaeological and/or Native American cultural resources.

7
make contact with the list of Native American Contacts on the attached list of Native American contacts, to see if your proposed project might impact Native American cultural resources and to obtain their recommendations concerning the proposed project. Pursuant to CA Public Resources Code § 5097.95, the NAHC requests that the Native American consulting parties be provided pertinent project information. Consultation with Native American communities is also a matter of environmental justice as defined by California Government Code §65040.12(e). Pursuant to CA Public Resources Code §5097.95, the NAHC requests that pertinent project information be provided consulting tribal parties. The NAHC recommends *avoidance* as defined by CEQA Guidelines §15370(a) to pursuing a project that would damage or destroy Native American cultural resources and Section 2183.2 that requires documentation, data recovery of cultural resources.

2
Consultation with tribes and interested Native American consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 *et seq*), 36 CFR Part 800.3 (f) (2) & .5, the President's Council on Environmental Quality (CSQ, 42 U.S.C 4371 *et seq*, and NAGPRA (25 U.S.C. 3001-3013) as appropriate. The 1992 *Secretary of the Interior's Standards for the Treatment of Historic Properties* were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including cultural landscapes. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful, supportive guides for Section 106 consultation. The aforementioned Secretary of the Interior's *Standards* include recommendations for all 'lead agencies' to consider the historic context of proposed projects and to "research" the cultural landscape that might include the 'area of potential effect.'

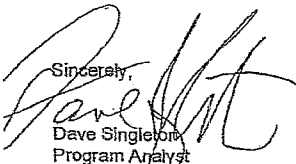
7
Confidentiality of "historic properties of religious and cultural significance" should also be considered as protected by California Government Code §6254(r) and may also be protected under Section 304 of the NHPA or at the Secretary of the Interior discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C., 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APEs and possibility threatened by proposed project activity.

8
Furthermore, Public Resources Code Section 5097.98, California Government Code §27491 and Health & Safety Code Section 7050.5 provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery'.

9
To be effective, consultation on specific projects must be the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors, in the opinion of the NAHC. Regarding tribal consultation, a relationship built around regular meetings and informal involvement with local tribes will lead to more qualitative consultation tribal input on specific projects.

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

6. Please see Response to Comment 5. In addition, the MND includes mitigation requirements that would require the preparation of background research including a ¼ mile radius archaeological record search at the South Coastal Information Center prior to the commencement of construction. The record search of the surrounding area would provide the historic context and inform the consultant of the cultural landscape for the APE of the project.
7. Comment acknowledged.
8. Please see Section III and IV of the MMRP under Historical Resources (Archaeology). Mitigation measures are in place in case of discovery of human remains and archaeological resources during construction that would ensure compliance with Public Resources Code Section 5097.98, California Government Code §27491 and Health and Safety Code Section 7050.5
9. Comment noted. The City has gone to great efforts to establish and maintain productive working relationships with the Native American community.

Sincerely,

Dave Singleton
Program Analyst
Cc: State Clearinghouse

Attachment: Native American Contact List

RESPONSE TO COMMENTS

NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

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Jamul Indian Village
Kenneth Meza, Chairperson
P.O. Box 612
Jamul, CA 91935
amulrez@sctdv.net
(619) 669-4785
(619) 669-48178 - Fax

Inaja Band of Mission Indians
Rebecca Osuna, Spokesperson
2005 S. Escondido Blvd.
Escondido, CA 92025
(760) 737-7628
(760) 747-8568 Fax

Mesa Grande Band of Mission Indians
Mark Romero, Chairperson
P.O. Box 270
Santa Ysabel, CA 92070
mesagrandeband@msn.com
(760) 782-3818
(760) 782-9092 Fax

Kumeyaay Cultural Repatriation Committee
Steve Banegas, Spokesperson
1095 Barona Road
Lakeside, CA 92040
(619) 742-5587 - cell
(619) 742-5587
(619) 443-0681 FAX

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Kumeyaay Cultural Heritage Preservation
Paul Cuero
36190 Church Road, Suite 5
Campo, CA 91906
(619) 478-9046
(619) 478-9505
(619) 478-5818 Fax

Ewiiapaayp Tribal Office
Will Micklin, Executive Director
4054 Willows Road
Alpine, CA 91901
wmicklin@leaningrock.net
(619) 445-6315 - voice
(619) 445-9126 - fax

Kwaaymii Laguna Band of Mission Indians
Carmen Lucas
P.O. Box 775
Pine Valley, CA 91962
(619) 709-4207

Ewiiapaayp Tribal Office
Michael Garcia, Vice Chairperson
4054 Willows Road
Alpine, CA 91901
michaalg@leaningrock.net
(619) 445-6315 - voice
(619) 445-9126 - fax

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is applicable for contacting local Native Americans with regard to cultural resources for the proposed CH#2011081045; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the Citywide Pipelines Projects 2011; located in the City of San Diego, San Diego California.

ona Group of the Capitan Grande
vin Romero, Chairperson
15 Barona Road Diegueno
eside , CA 92040
@barona-nsn.gov
9) 443-6612
1-443-0681

Sycuan Band of the Kumeyaay Nation
Danny Tucker, Chairperson
5459 Sycuan Road Diegueno/Kumeyaay
El Cajon , CA 92021
ssilva@sycuan-nsn.gov
619 445-2613
619 445-1927 Fax

Posta Band of Mission Indians
endolyn Parada, Chairperson
Box 1120 Diegueno/Kumeyaay
ulevard , CA 91905
arada@lapostacasino.
9) 478-2113
3-478-2125

Viejas Band of Kumeyaay Indians
Anthony R. Pico, Chairperson
PO Box 908 Diegueno/Kumeyaay
Alpine , CA 91903
jrothauff@viejas-nsn.gov
(619) 445-3810
(619) 445-5337 Fax

n Pasqual Band of Mission Indians
an E. Lawson, Chairperson
Box 365 Diegueno
ley Center, CA 92082
eni@sanpasqualband.com
30) 749-3200
30) 749-3876 Fax

Kumeyaay Cultural Historic Committee
Ron Christman
56 Viejas Grade Road Diegueno/Kumeyaay
Alpine , CA 92001
(619) 445-0385

ay Nation of Santa Ysabel
gil Perez, Spokesman
Box 130 Diegueno
inta Ysabel, CA 92070
andietaylor@yahoo.com
30) 765-0845
30) 765-0320 Fax

Campo Kumeyaay Nation
Monique LaChappa, Chairperson
36190 Church Road, Suite 1 Diegueno/Kumeyaay
Campo , CA 91906
mlachappa@campo-nsn.gov
(619) 478-9046
(619) 478-5818 Fax

RESPONSE TO COMMENTS

NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

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st is current only as of the date of this document.

ution of this list does not relieve any person of the statutory responsibility as defined in Section 7056.5 of the Health and Safety Code,
n 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

st is applicable for contacting local Native Americans with regard to cultural resources for the proposed
#2011091045; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the Citywide Pipelines Projects 2011; located
City of San Diego; San Diego California.

Yai Nation of Santa Ysabel
Jill Linton, Director of Cultural Resources
P.O. Box 507 Diegueno/Kumeyaay
Santa Ysabel, CA 92070
jllinton73@aol.com
760) 803-5694
jllinton73@aol.com

Kumeyaay Cultural Repatriation Committee
Bernice Paipa, Vice Spokesperson
P.O. Box 1120 Diegueno/Kumeyaay
Boulevard, CA 91905
(619) 478-2113

NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

Manzanita Band of the Kumeyaay Nation
Dorothy J. Elliott, Chairperson
P.O. Box 1302 Diegueno/Kumeyaay
Boulevard, CA 91905
619) 766-4930
619) 766-4957 - FAX

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Kumeyaay Diegueno Land Conservancy
M. Louis Guassac
P.O. Box 1992 Diegueno/Kumeyaay
Alpine, CA 91903
lguassac@onebox.com
(619) 952-8430

Inter-Tribal Cultural Resource Council
Frank Brown, Coordinator
240 Brown Road Diegueno/Kumeyaay
Alpine, CA 91901
FIREFIGHTER69TFF@AOL.
COM
(619) 884-8437

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is applicable for contacting local Native Americans with regard to cultural resources for the proposed CH#2011081045; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the Citywide Pipelines Projects 2011; located in the City of San Diego; San Diego California.

State Water Resources Control Board

OCT 10 2011

Jeffrey Szymanski, Associate Planner
City of San Diego, Development Services Department
1222 First Avenue MS 501
San Diego, CA 92101

Dear Mr. Szymanski,

IS/MND) FOR THE CITY OF SAN DIEGO (CITY); CITYWIDE PIPELINE PROJECTS 2011
(PROJECT); SAN DIEGO COUNTY; STATE CLEARINGHOUSE NO.2011091045

We understand the City maybe pursuing Clean Water State Revolving Fund (CWSRF) financing for this Project. As a funding agency and a State agency with jurisdiction by law to preserve, enhance, and restore the quality of California's water resources, the State Water Resources Control Board (State Water Board) is providing the following information for the environmental document prepared for the Project.

- 10 Please provide us with the following documents applicable to the proposed Project: (1) 2 copies of the draft and final IS/MND, (2) the resolution adopting/certifying the IS/MND making California Environmental Quality Act (CEQA) findings, (3) all comments received during the review period and the City's response to those comments, (4) the adopted Mitigation Monitoring and Reporting Program, and (5) the Notice of Determination filed with the Governor's Office of Planning and Research State Clearinghouse. In addition, we would appreciate notices of any hearings or meetings held regarding environmental review of any projects to be funded by the State Water Board.

The State Water Board, Division of Financial Assistance, is responsible for administering CWSRF funds. The primary purpose for the CWSRF Program is to implement the Clean Water Act and various state laws by providing financial assistance for wastewater treatment facilities necessary to prevent water pollution, recycle water, correct nonpoint source and storm drainage pollution problems, and provide for estuary enhancement, and thereby protect and promote health, safety and welfare of the inhabitants of the state. The CWSRF Program provides low-interest funding equal to one-half the most recent State General Obligation Bond Rates with a 20-year term. Applications are accepted and processed continuously. Please refer to the State Water Board's CWSRF website at www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.shtml.

The CWSRF Program is partially funded by the U.S. Environmental Protection Agency and requires additional "CEQA-Plus" environmental documentation and review. Four enclosures are included that further explain the environmental review process and some additional federal requirements in the CWSRF Program. The State Water Board is required to consult directly with agencies responsible for implementing federal environmental laws and regulations. Any environmental issues raised by federal agencies or their representatives will need to be resolved prior to State Water Board approval of a CWSRF funding commitment for the proposed Project.

CHARLES R. HOPPIN, CHAIRMAN | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

RECYCLED PAPER

10. This comment does not address the adequacy of the CEQA document; therefore no response is necessary. The comment letter has been forwarded to the applicant City Department that is preparing the "CEQA-Plus" materials required for the CWSRF Program.

It is important to note that prior to a CWSRF funding commitment, projects are subject to provisions of the Federal Endangered Species Act, and must obtain Section 7 clearance from the U.S. Fish and Wildlife Service (USFWS), and/or National Marine Fisheries Service (NMFS) for any potential effects to special status species. Please be advised that the State Water Board will consult with USFWS, and/or NMFS regarding all federal special status species the Project has the potential to impact if the Project is to be funded under the CWSRF Program.

The City will need to identify whether the Project will involve any direct effects from construction activities or indirect effects, such as growth inducement, that may affect federally listed threatened, endangered, or candidate species that are known, or have a potential to occur on-site, in the surrounding areas, or in the service area, and to identify applicable conservation measures to reduce such effects.

In addition, CWSRF projects must comply with federal laws pertaining to cultural resources, specifically Section 106 of the National Historic Preservation Act. The State Water Board has responsibility for ensuring compliance with Section 106 and the State Water Board's Cultural Resources Officer (CRO) must consult directly with the California State Historic Preservation Officer (SHPO). SHPO consultation is initiated when sufficient information is provided by the CWSRF applicant. Please contact the CRO, Ms. Cookie Him, at (916) 341-5690, to find out more about the requirements, and to initiate the Section 106 process if the City decides to pursue CWSRF financing. Note that the City will need to identify the Area of potential Effects (APE), including construction and staging areas and the depth of any excavation. The APE is three-dimensional and includes all areas that may be affected by the Project. The APE includes the surface area and extends below ground to the depth of any Project excavations. The records search request should be made for an area larger than the APE. The appropriate area varies for different projects but should be drawn large enough to provide information on what types of sites may exist in the vicinity.

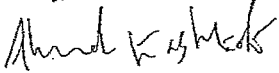
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Other federal requirements pertinent to the Project under the CWSRF Program include the following:

- A. Compliance with the federal Clean Air Act: (a) Provide air quality studies that may have been done for the Project; and (b) if the Project is in a nonattainment area or attainment area subject to a maintenance plan; (i) provide a summary of the estimated emissions (in tons per year) that are expected from both the construction and operation of the Project for each federal criteria pollutant in a nonattainment or maintenance area, and indicate if the nonattainment designation is moderate, serious, or severe (if applicable); (ii) if emissions are above the federal de minimis levels, but the Project is sized to meet only the needs of current population projections that are used in the approved State Implementation Plan for air quality, quantitatively indicate how the proposed capacity increase was calculated using population projections.
- B. Compliance with the Coastal Zone Management Act: identify whether the Project is within a coastal zone and the status of any coordination with the California Coastal Commission.
- C. Protection of Wetlands: identify any portion of the proposed Project area that may contain areas that should be evaluated for wetlands or U.S. waters delineation by the U.S. Army Corps of Engineers (USACE), or require a permit from the USACE, and identify the status of coordination with the USACE.
- D. Compliance with the Migratory Bird Treaty Act: List any birds protected under this Act that may be impacted by the Project and identify conservation measures to minimize impacts

The State Water Board has no comments at this time. Thank you for the opportunity to review the City's IS/MND. If you have any questions or concerns, please feel free to contact me at (916) 341-5855 or akashkoli@waterboards.ca.gov, or Terry Singleton at (916) 341-5686 or TSingleton@waterboards.ca.gov.

Sincerely,



Ahmad Kashkoli
Environmental Scientist

cc: State Clearinghouse w/o enclosures
(Re: SCH# 2011091045)
P. O. Box 3044
Sacramento, CA 95812-3044

bcc: Lisa Lee, DFA
Cookie Hirn, DFA
Ahmad Kashkoli, DFA
Pete Mizera, DFA

Enclosures (4)

1. SRF & CEQA-Plus Requirements
2. Quick Reference Guide to CEQA Requirements for State Revolving Fund Loans
3. Instructions and Guidance for "Environmental Compliance Information"
4. Basic Criteria for Cultural Resources Reports

STATE WATER RESOURCES CONTROL BOARD (9/10/2011)

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Edmund G. Brown Jr.
Governor

STATE OF CALIFORNIA
Governor's Office of Planning and Research
State Clearinghouse and Planning Unit



Ken Alex
Director

RESPONSE TO COMMENTS

CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

October 14, 2011

Jeffrey Szymanski
City of San Diego
1222 First Avenue, MS-501
San Diego, CA 92101

Subject: Citywide Pipeline Projects 2011
SCE#: 2011091045

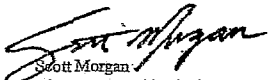
Dear Jeffrey Szymanski:

The enclosed comment (s) on your Mitigated Negative Declaration was (were) received by the State Clearinghouse after the end of the state review period, which closed on October 13, 2011. We are forwarding these comments to you because they provide information or raise issues that should be addressed in your final environmental document.

The California Environmental Quality Act does not require Lead Agencies to respond to late comments. However, we encourage you to incorporate these additional comments into your final environmental document and to consider them prior to taking final action on the proposed project.

Please contact the State Clearinghouse at (916) 445-0613 if you have any questions concerning the environmental review process. If you have a question regarding the above-named project, please refer to the ten-digit State Clearinghouse number (2011091045) when contacting this office.

Sincerely,


Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

11. The City acknowledges that the comment letter from The California Department of Fish and Game (CDFG) was received after the end of the state review period ended.

12. The City responses to the CDFG comment letter are included herein.

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95612-3044
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

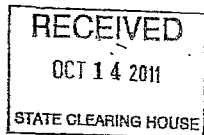


State of California - The Natural Resources Agency
 DEPARTMENT OF FISH AND GAME
 South Coast Region
 3883 Ruffin Road
 San Diego, CA 92123
 (858) 467-4201
 www.dfg.ca.gov

EDMUND G. BROWN, JR., Governor
 CHARLTON H. BONHAM, Director



late
 10/13/2011
 e



October 11, 2011

Mr. Jeffery Szymanski
 City of San Diego
 Development Services Center
 1222 First Avenue, MS 501
 San Diego, CA 92101

Subject: Comments on the Draft Mitigated Negative Declaration for Citywide Pipeline Projects, City of San Diego, San Diego County, California (Project No. 255100; SCH #2011091045)

Dear Mr. Szymanski:

The Department of Fish and Game (Department) has reviewed the above-referenced draft Mitigated Negative Declaration (MND), dated September 14, 2011. The comments provided herein are based on information provided in the draft MND, our knowledge of sensitive and declining vegetation communities in the County of San Diego, and our participation in regional conservation planning efforts.

The following statements and comments have been prepared pursuant to the Department's authority as Trustee Agency with jurisdiction over natural resources affected by the project (CEQA Guidelines §15386) and pursuant to our authority as a Responsible Agency under CEQA Guidelines Section 15381 over those aspects of the proposed project that come under the purview of the California Endangered Species Act (Fish and Game Code §2050 et seq.) and Fish and Game Code Section 1600 et seq. The Department also administers the Natural Community Conservation Planning Program (NCCP). The City of San Diego (City) participates in the NCCP program by implementing its approved Multiple Species Conservation Program (MSCP) Subarea Plan.

The proposed project covers five near-term pipeline projects (Harbor Drive Pipeline, Water Group 949, Sewer Group 787, Water Group 914, and Sewer/Water Group 732), as well as any subsequent future pipeline projects. The project description specifies that the construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within City Public Right-of-Way (PROW) and/or within public easements and may include planned pipeline construction with private easements from the PROW to the service connection. The types of projects evaluated in the analysis consists of sewer and water group jobs, trunk sewers, large diameter water pipeline projects, manholes and other necessary appurtenances. The project scope defines that all associated equipment would be staged in existing PROW adjacent to the proposed work area(s). The project analysis concludes that no impact would occur to Sensitive Biological Resources or Environmentally Sensitive Lands as defined by the Land Development Code and the project would not encroach into the City's Multi-Habitat Planning Area (MHPA).

RESPONSE TO COMMENTS

CALIFORNIA DEPARTMENT OF FISH AND GAME (10/13/2011)

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Conserving California's Wildlife Since 1870

We offer our recommendations and comments to assist the City in avoiding, minimizing, and adequately mitigating project related impacts to biological resources, and to ensure that the project is consistent with ongoing regional habitat planning efforts.

- 3.
1. The initial study references that along with the environmental analysis that covers the five near-term pipeline projects, any subsequent future pipeline projects would be reviewed for consistency with the analysis covered in the Citywide Pipeline Project MND. Further, the initial study states "Where it can be determined that the project is "consistent" with the MND and no additional potential significant impacts would occur pursuant to State CEQA Guideline §15162 (i.e., the involvement of new significant environmental effects of a substantial increase in the severity of previously identified effects) or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to §15164. Where future projects are found not to be consistent with this MND, then a new Initial Study and project specific MND shall be prepared." From a substantive and procedural context of CEQA, the Department considers the application of all forthcoming analysis covering "any subsequent future pipeline projects" as tiering upon the project MND; consequently we consider the City's environmental determination problematic. Lacking supplemental guidance from the lead agency, the Department interprets this approach as essentially "tiering" upon this MND as all similar types of "future pipeline projects" will be processed under an addendum to the adopted document. If it is the City's intent to tier upon this MND and apply it to those future pipeline projects, we would focus attention to CEQA Guidelines, Section 15152(b) and Public Resources Code, Sections 21093-21094, which defines tiering as being appropriate when the sequence of analysis is from an environmental impact report (EIR) prepared for a general plan, policy, or program to an EIR or negative declaration for another plan, policy or program of lesser scope, or to a site-specific EIR or negative declaration. Additionally, we would highlight Public Resources Code, Section 21166 which precludes any future projects with significant impact from tiering.

Based on the relevant CEQA sections cited above, the City's approach to essentially "tier" upon this MND has not been fully supported in the analysis. The presumption provided in the initial study is that at the time when the City can determine that any forthcoming project is "consistent" with the baseline analysis provided in the project MND, any subsequent CEQA analysis/processing would be limited to preparing an Addendum to this MND. In contrast, when considering CEQA Guidelines, Section 15162(a), we believe that it has been misapplied as currently explained in the processing guidance provided in this MND (i.e., §15162 is being applied to cover future projects when clearly the intent of §15162 is limited to a single project). Therefore, we request that the City reevaluate the statutory mandates under the CEQA and the circumstances for when any subsequent future pipeline projects could be processed from an adopted environmental document.

- 4.
2. The biological resources analysis determined that for those five near-term projects that are located within the public right-of-way no significant project-related impacts on biological resources would occur. Compliance with CEQA is predicated on a complete and accurate description of the "environmental setting" that may be affected by the proposed project. We feel there is limited information in adequately defining (1) over-all width of the PROW (e.g., are there areas of the PROW that extend outside existing paved roadways); (2) proximity to environmentally sensitive lands to the PROW; and (3) accurate environmental baseline conditions of all proposed staging areas (which should include a qualified biologist evaluating those existing site conditions). Absent a complete and accurate description of the existing physical conditions in and around all of the projects, we believe relying on the current environmental determination in this MND could result in an incomplete or inaccurate

CALIFORNIA DEPARTMENT OF FISH AND GAME (10/13/2011) continued

13. The discussion within CEQA Guidelines section 15152(B) discusses tiering documents in terms of EIRs; however, the section does not definitively state that tiering documents require the preparation of an EIR and often times the term EIR is used universally to refer to MNDs and NDs. (See also Guidelines section 15152 (b): "Agencies are encouraged to tier the environmental analyses which they prepare for separate but related projects ...") Please refer to CEQA Guidelines section 15064 (Determining the Significance of the Environmental Effects Caused by a Project) which clearly states when the preparation of an EIR would be required. In accordance with CEQA Guidelines section 15064(a)(1) a draft EIR is prepared when there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment. Guidelines section 15064 (f)(3) also provides: "(3) If the lead agency determines there is no substantial evidence that the project may have a significant effect on the environment, the lead agency shall prepare a negative declaration (*Friends of B Street v. City of Hayward* (1980) 106 Cal. App. 3d 988).

In accordance with CEQA Guidelines section 15063 the City conducted an Initial Study of the Citywide Pipeline project and it was determined that the project, with mitigation, would not result in significant unmitigated impacts and an MND was prepared.

In addition, the comment letter from CDFG states that Public Resources Code, section 21166 precludes future projects with significant impacts from tiering. As mentioned above, an Initial Study was conducted and significant impacts were not identified which could not be mitigated to below a level of significance.

The MND analyzes Citywide pipeline projects on a "programmatic" level (i.e., as a whole at a broad level of detail), but also analyzes the proposed projects on a site-specific basis where appropriate. As stated in the draft MND subsequent pipeline projects located within the developed public right of way will be reviewed and where it can be determined that the project is consistent with the MND pursuant to CEQA Guidelines section 15162 any necessary CEQA document will be prepared or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to CEQA Guidelines section 15164. Pursuant to CEQA Guidelines section 15162 the Lead Agency has the ability to analyze proposed projects with previously certified environmental documents and neither CEQA Guidelines sections 15162 or 15164 limit the application to an individual project. In fact, CEQA Guidelines section 15162 (b) states: "if changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation."

The City has utilized this procedure numerous times in the past without challenge. We note that CDFG has used the programmatic MND procedure in the past as well. However, we welcome your additional input on this issue as we continue to evaluate the statutory mandates under CEQA and the circumstances for when any subsequent future pipeline projects could be processed from an approved environmental document as you requested we do in your October 11, 2011 comment letter.

analysis of project-related environmental impacts by the City. Also, the initial study discusses that near-term projects may be located in close proximity to, or adjacent to the City's MHPA, but not within the MHPA. The CEQA is intended to foster informed public decision making, therefore we believe that it would have been appropriate to include corresponding figures in the initial study that depict the MHPA boundaries in relationship to all of the anticipated construction-related activities. There is the intent provided in the MND to avoid any direct, indirect and cumulatively significant impacts to environmentally sensitive lands, however whether there is sufficient information provided in the environmental analysis to demonstrate that condition remains in question. Additionally, in evaluating the MHPA Land Use Adjacency Guidelines that were provided in the MND, there are a number of referrals for development within or adjacent to the MHPA. If it is correct that the near-term projects would entirely avoid the MHPA then it appears appropriate for the mitigation language to specifically state that condition.

15. 3. The initial study identifies that construction for the near-term projects is anticipated to occur during the daytime hours. Should there be any potential for construction activities to occur during evening hours then the mitigation measures that are currently provided in the MND for addressing indirect effects to MHPA preserve lands should be revised to include conditions that specify that all auxiliary construction-related lighting shall be shielded in proximity to the MHPA.

The Department requests the opportunity to review any revision to MND prior to finalization to ensure that the comments and recommendations, contained herein, are adequately addressed. We appreciate the opportunity to comment on the MND for this project and to assist the City in further minimizing and mitigating project impacts to biological resources. If you have questions or comments regarding this letter, please contact Paul Schlitt of the Department at (858) 637-5510.

Sincerely,



Edmund Pert
Regional Manager
South Coast Region

cc: State Clearinghouse, Sacramento
Patrick Gower, USFWS, Carlsbad
Paul Schlitt, San Diego

RESPONSE TO COMMENTS

CALIFORNIA DEPARTMENT OF FISH AND GAME (10/13/2011) continued

14. The MND and Initial Study Checklist have been updated to include a thorough description of the projects that are adjacent to the MHPA. In addition, a graphic have been added for Group Job 949 - Site 2 which depicts the project location in relation to the MHPA. The Land Use Adjacency Guidelines (LUAGL) provides additional assurances that development adjacent to the MHPA would not result in direct or indirect edge effects from construction related activities. No projects have been or will be implemented under this MND which are within the MHPA. The LUAGL measures would be implemented when a pipeline project is within 100 feet from the edge of the MHPA and would be monitored for compliance by a qualified biological consultant. The MHPA LUAGL measures in the MND have been modified to eliminate references to "within the MHPA." Please note however, that many existing paved public right-of-ways may cross over areas mapped within the MHPA but would not result in any direct impacts to the MHPA. Please note that Sewer Group 787, which is adjacent to the MHPA, has been removed from this project.
15. Please see section A. I. 5. of the Land Use MMRP in the MND which requires adequate shielding to protect sensitive habitat. In addition, section A. III. A. 3. of the Land Use MMRP in the MND requires that periodic night inspections be conducted to verify that all lighting adjacent to the MHPA be directed away from the Preserve.



San Diego County Archaeological Society, Inc.

Environmental Review Committee

5 October 2011

RESPONSE TO COMMENTS

SAN DIEGO COUNTY ARCHAEOLOGICAL SOCIETY, INC (10/5/2011)

To: Mr. Jeffrey Szymanski
Development Services Department
City of San Diego
1222 First Avenue, Mail Station 501
San Diego, California 92101

Subject: Draft Mitigated Negative Declaration
Citywide Pipeline Project -- 2011
Project No. 255100

Dear Mr. Szymanski:

I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society.

Based on the information in the DMND and initial study, we have the following comments:

16. 1. It is not clear why Water Group 949 does not include archaeological monitoring mitigation measures for some or all of the portions where the line is installed in new trenches.
17. 2. The last sentence of cultural resources mitigation measure IV.5.d appears to be missing one or more words. The portion in question currently reads "...appropriate treatment measures the human remains and buried with Native American human remains..."

Thank you for the opportunity to review and comment upon this DMND.

Sincerely,


James W. Royle, Jr., Chairperson
Environmental Review Committee

cc: SDCAS President
File

P.O. Box 81106 • San Diego, CA 92138-1106 • (858) 538-0935

16. Water Group 949 would be located in three different areas within the City of San Diego: Skyline-Paradise Hills, University/Clairemont Mesa, and Greater Golden Hill/ Barrio Logan. New trenching would only occur in the Clairemont Mesa area, and existing previously excavated trenches would be utilized in the Greater Golden Hill/Barrio Logan and Skyline-Paradise Hills areas of the City. The University/Clairemont Mesa area is not located on the City of San Diego's Historical Sensitivity Map and therefore archaeological monitoring would not be required for this project segment. As mentioned previously, the existing trenches would be utilized in the other areas where native soils have already been disturbed. Therefore, archaeological monitoring would not be required in these areas.
17. Comment noted. Staff has reviewed the section from the MMRP and determined that the language in subsection "d" came directly from the Public Resources Code and three words were somehow omitted when this section of the City MMRP was created. The missing words have been added to section IV.C.5.d of the archaeological MMRP and shown in underline format. The master MMRP has been updated and EAS staff have been notified of the revision for future environmental documents.

RINCON BAND OF LUISEÑO INDIANS

Culture Committee

P.O. Box 68 · Valley Center 92082 · (760) 297-2621 (760) 297-2629 fax



RESPONSE TO COMMENTS

September 28, 2011

RINCON BAND OF LUISENO INDIANS (9/28/2011)

To whom it may concern

On behalf of the Rincon Band of Luiseno Indians, I have received your letter. We thank you for informing us of the projects you propose and for including us in your research for cultural resource identification on the property. However the area is not in the Luiseno Tribe's territory. We highly recommend that you seek the assistance of the tribes that are located in the area of potential effect.

18.

Although the Rincon Band of Luiseno Indians does not have cultural significance in this area; we would like to recommend the following guidelines. The first recommendation is to contact the tribes in the territory to receive instructions on how to handle any findings appropriately according to their custom and tradition. Second to have Native American site monitors on site to identify artifacts that may be found during any ground disturbance in order to have the artifacts handled with dignity and respect; should human remains be discovered follow the California Resource Code 5097.98 and the procedures in this section.

19.

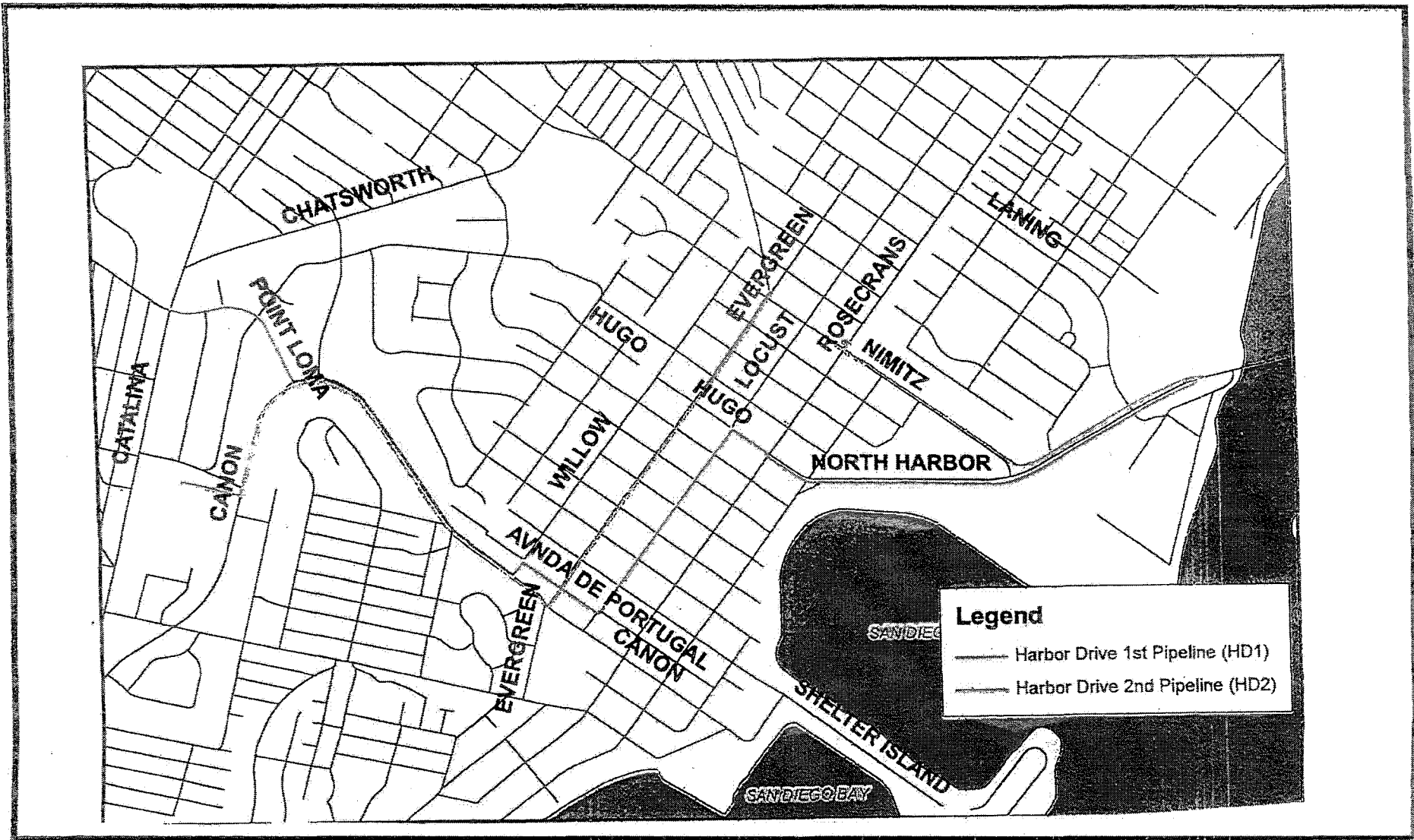
Once again thank you for informing of your project and keeping Native Americans informed of these projects. We wish you success in your endeavors and hope the project is completed with the satisfaction of all parties involved.

Sincerely,

Reese Duro
Rincon Culture Committee Chair

- 18. Comment noted. Please see Response to Comment 5. The draft MND was sent to all individuals on the recommended list from the NAHC, with the exception of the Inter-Tribal Cultural Resource Council, this group will be included in the distribution of the final MND.
- 19. Please see section B of the General Requirements of the MND and Section A. 1. of the Historical Resources section of the MMRP which requires Native American monitors to be present on-site during all construction related activities.

Bo Mazzetti Tribal Chairman	Stephanie Spencer Vice Chairwoman	Charlie Kolb Council Member	Steve Stallings Council Member	Laurie Gonzales Council Member
--------------------------------	--------------------------------------	--------------------------------	-----------------------------------	-----------------------------------



Citywide Pipeline Projects-Project No. 255100

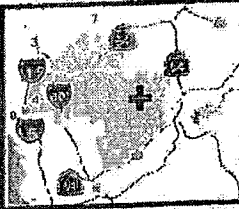
Harbor Drive Pipeline / Project No. 206100

City of San Diego – Development Services Department

FIGURE
No. 1

LOCATION MAP / ORTHO PHOTOGRAPHY MAP

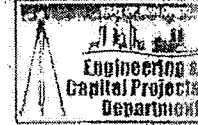
WATER GROUP JOB 949 SITE 1



SENIOR ENGINEER
RANIA AMEN
(619) 533-5492

PROJECT MANAGER
AKRAM BASSYOUNI
(619) 533-6902

PROJECT ENGINEER
CECILIA MARISTELA
(619) 533-7420



Project Implementation & Technical Services (PITS)
CIP Preliminary Engineering & Program Coordination



Legend

Water Group Job 949 Site 1



No Scale

S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drawing\Water & Sewer Projects\Water Projects\Water Group Job 949 Site 1\CIP Tracking\Location Maps



Citywide Pipe Line Project- Project No.

255100 e-Bidding Sewer Group 721

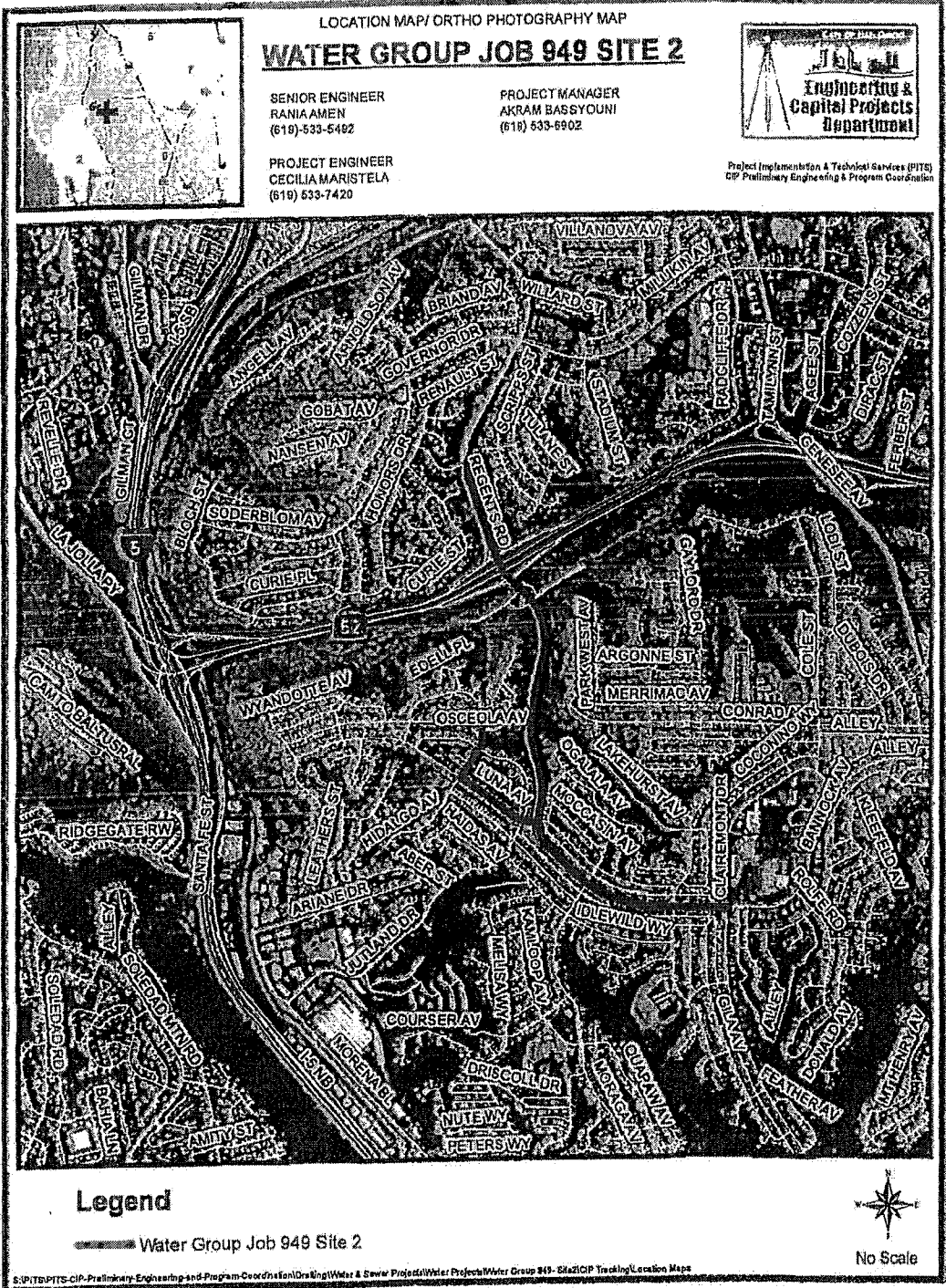
Appendix A - Addendum To Mitigated Negative Declaration (Rev. July 2015)

Water Group 949 Site 1/Project No. 232719

FIGURE

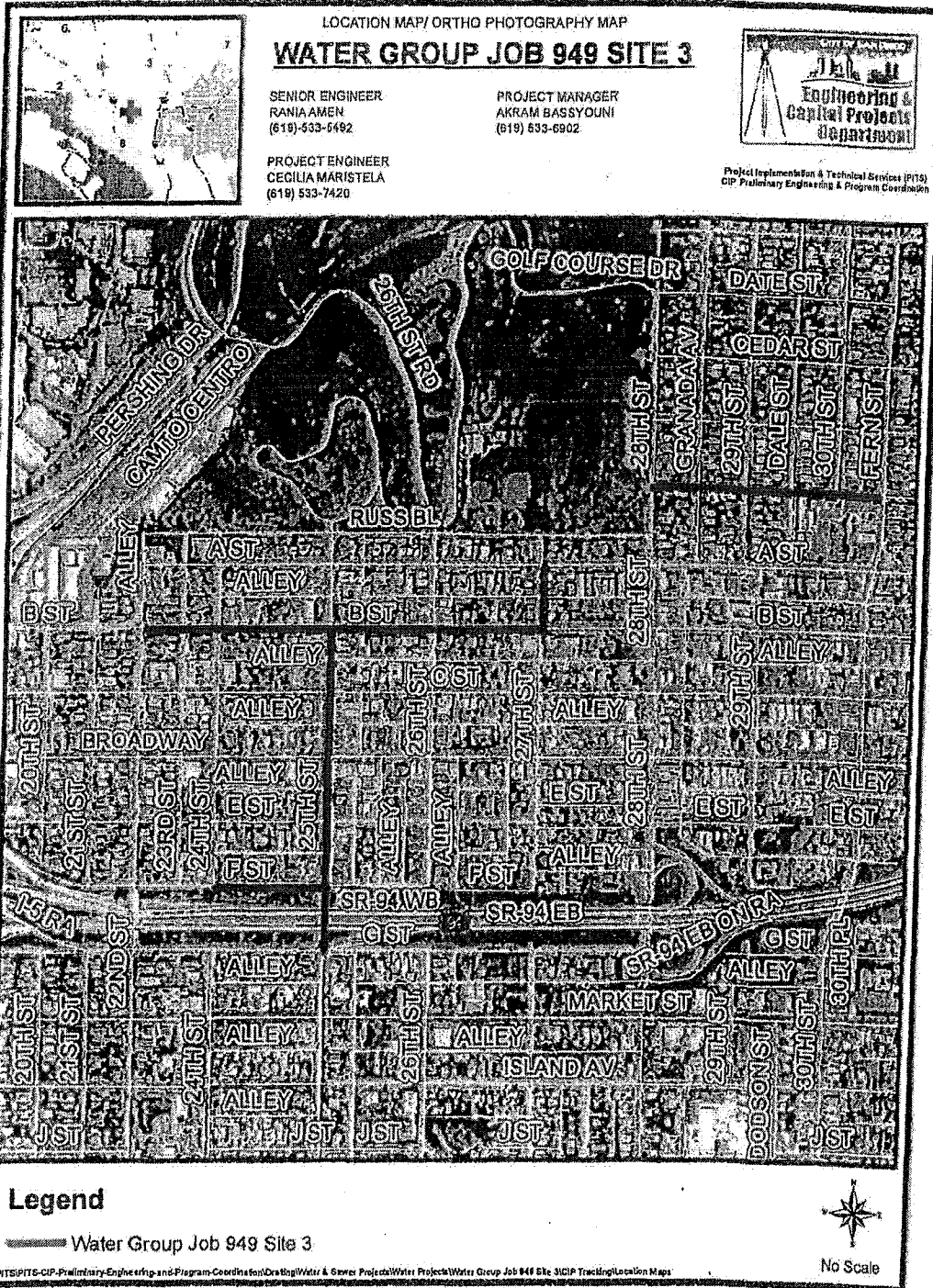
No. 2

138 | Page



Citywide Pipeline Project-Project No. 255100
 -Bidding Sewer Group 721
 Appendix A - Addendum To Mitigated Negative Declaration (Rev. July 2015)
Water Group 949 Site 2/Project No. 232719
 City of San Diego - Development Services

FIGURE
No. 3
 139 | Page



Citywide Pipeline Project-Project No.

255100 e-Bidding Sewer Group 721

Appendix A - Addendum To Mitigated Negative Declaration (Rev. July 2015)

Water Group 949 Site 3/Project No. 232719

FIGURE

No. 4

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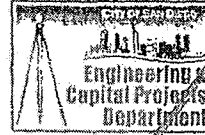
Sewer Group 787

SENIOR ENGINEER
Carl Spier
619-533-5126

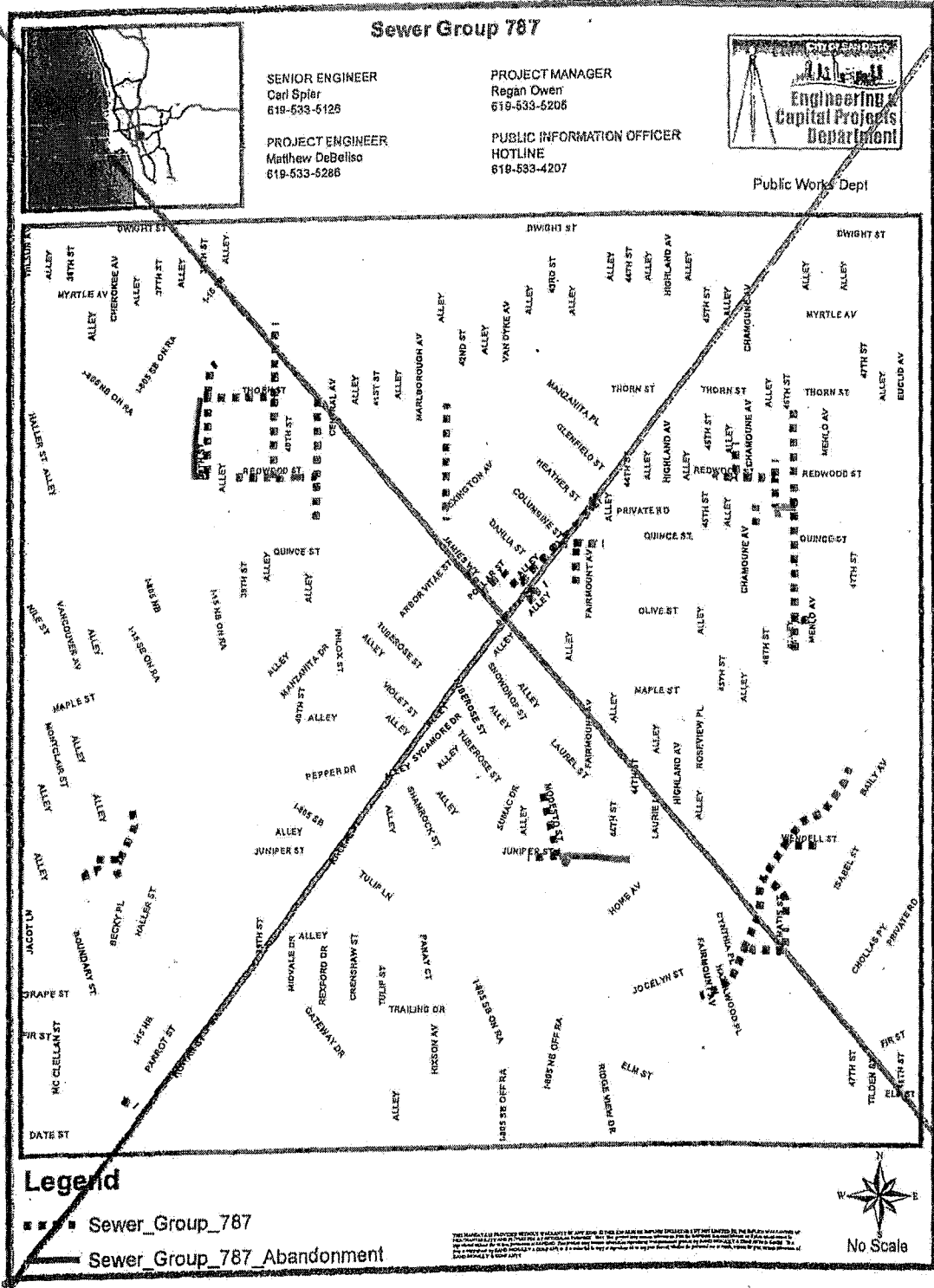
PROJECT MANAGER
Regan Owen
619-533-5206

PROJECT ENGINEER
Matthew DeBeliso
619-533-5286

PUBLIC INFORMATION OFFICER
HOTLINE
619-533-4207



Public Works Dept



Legend

- Sewer_Group_787
- Sewer_Group_787_Abandonment

THIS MAP IS A PROPERTY OF THE CITY OF SAN DIEGO AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE CITY OF SAN DIEGO AND ITS ENGINEERS AND ARCHITECTS ASSOCIATES, INC. (E&A) ACCEPT NO LIABILITY FOR ANY DAMAGE OR LOSS OF PROFITS, BUSINESS, OR REVENUE, OR FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS MAP. THE CITY OF SAN DIEGO AND E&A MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THIS MAP FOR ANY PARTICULAR PURPOSE. THE CITY OF SAN DIEGO AND E&A SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF PROFITS, BUSINESS, OR REVENUE, OR FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS MAP.



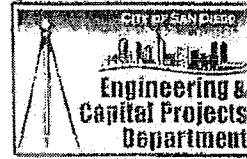
Citywide Pipeline Project-Project No. 255100
Bidding Sewer Group 721
Appendix A - Addendum To Mitigated Negative Declaration (Rev. July 2015)
Sewer Group 787 /Project No. 231928

FIGURE
~~No. 5~~
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**WATER GROUP 914
WATER MAIN REPLACEMENT**

SENIOR ENGINEER
WENDY GAMBOA
(619) 235-1971
PROJECT ENGINEER
ROBERTO VEJAR-PARRA
(619) 633-5402

PROJECT MANAGER
MICHAEL NINH
(619) 633-7443
PUBLIC INFORMATION
HOTLINE
(619) 533-4207



OCEAN BEACH / PENINSULA
LEGEND

- REPLACE IN PLACE EXIST. WATER MAIN
- PROP. NEW WATER MAIN
- PROP. TRENCHLESS WATER
- PROP. NEW PRESSURE REGULATOR STATION (PRS)
- EXISTING WATER MAINS

COUNCIL DISTRICT: 02

WBS NO.: B-00126 (W)



SanGIS



Citywide Pipeline Projects-Project No.

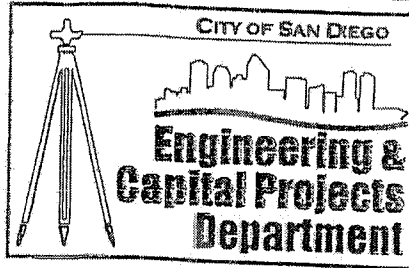
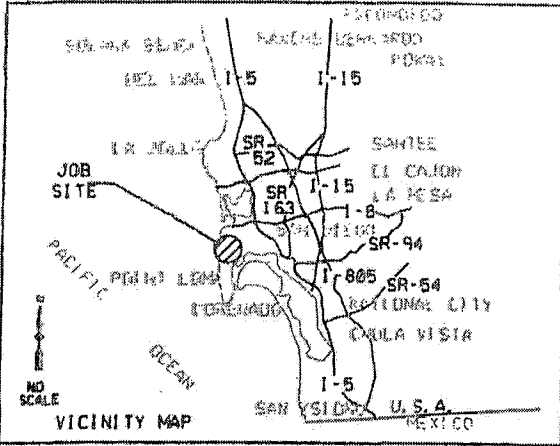
e-Bidding Sewer Group 721

255100 Appendix A - Addendum To Mitigated Negative Declaration (Rev. July 2015)

Water Group 914 /Project No. 233447

FIGURE

No. 6

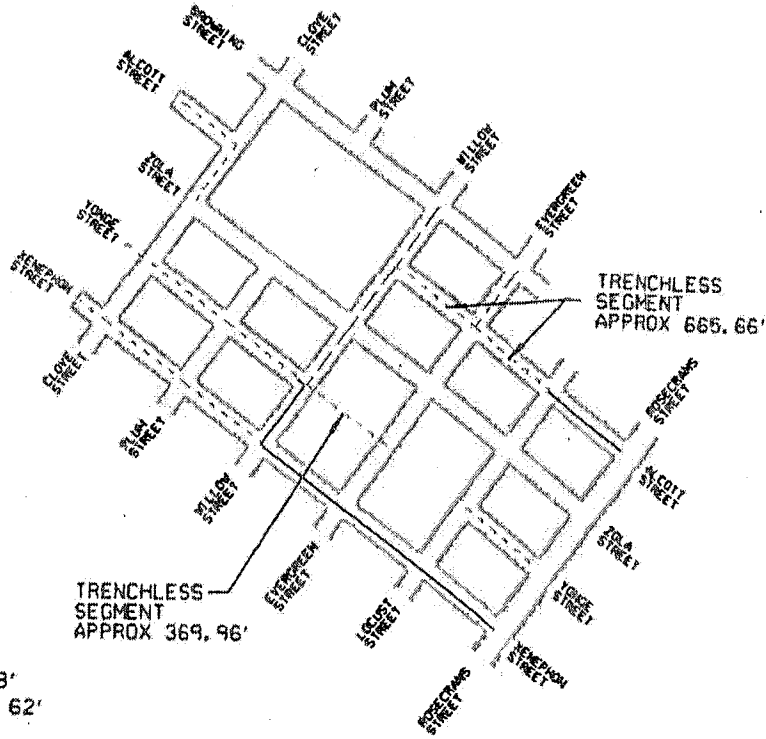


PROJECT ENGINEER
 DANIEL TITTLE
 ☎ 533-7468

SENIOR ENGINEER
 CARL SPIER
 ☎ 533-5126

PROJECT MANAGER
 HUNG HUYNH
 ☎ 235-1979

SEWER & WATER MAIN
 REPLACEMENT
 GROUP 732
 SITE MAP



NOTE: SEWER MAINS
 TYPICAL METHODS 4, 459, 38'
 TRENCHLESS APPROX 1, 035.62'

LEGEND:
 ——— WATER MAIN REPLACEMENT
 - - - - - SEWER MAIN REPLACEMENT
 ——— WATER & SEWER MAIN REPLACEMENT

06-21-11 OEM



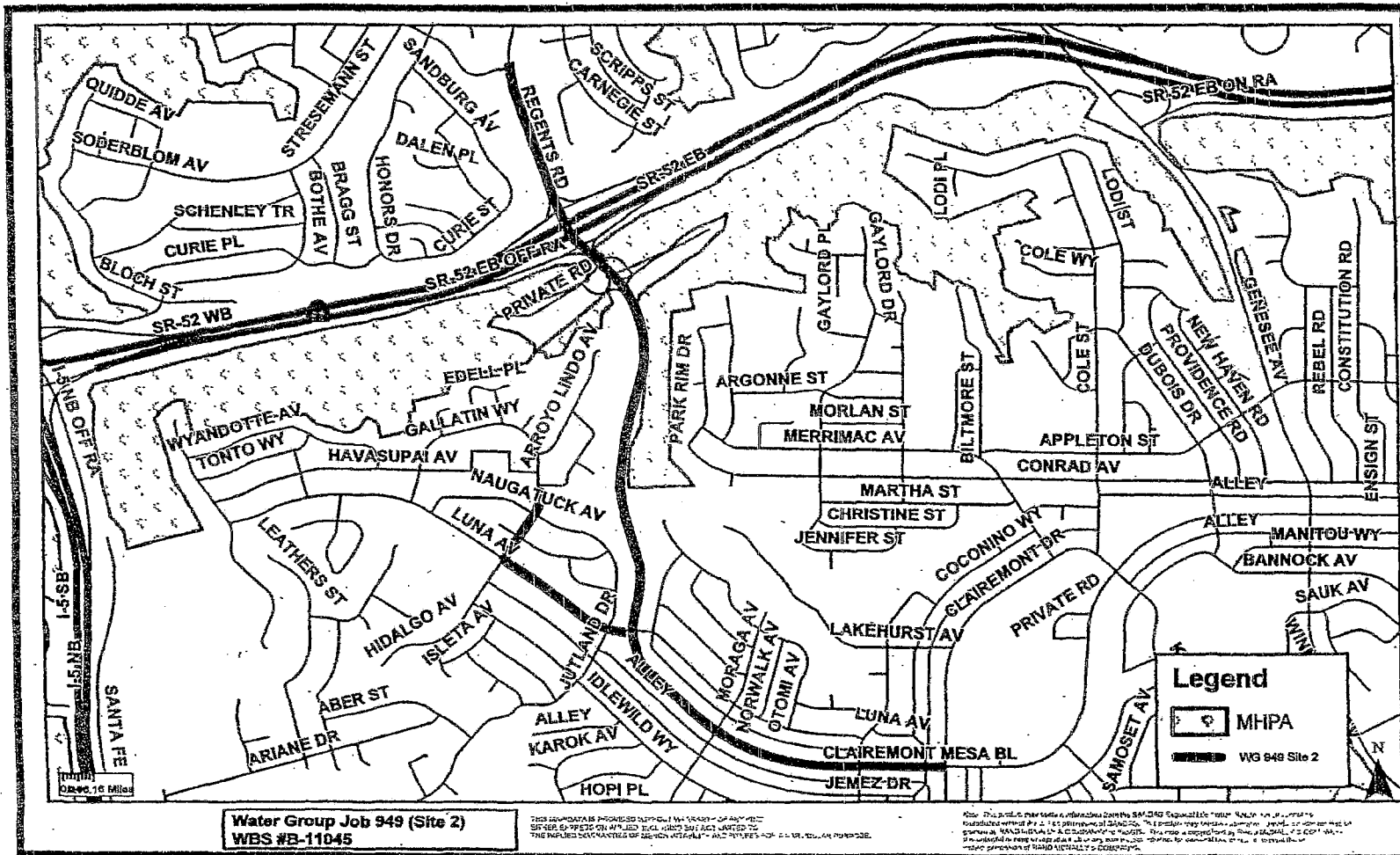
Citywide Pipeline Projects-Project No.

255100 e-Bidding Sewer Group 721
 Appendix A - Addendum To Mitigated Negative Declaration (Rev. July 2015)
 Water and Sewer Group 732/Project No. 206610

FIGURE

No. 7

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Citywide Pipeline Project-Project No. 255100

Water 949 Site 2/ Project No. 232719

City of San Diego – Development Services Department

FIGURE
No. 8

INITIAL STUDY CHECKLIST

1. Project Title/Project number: Citywide Pipeline Projects
2. Lead agency name and address: City of San Diego, Development Services Department, 1222 First Avenue, MS 501, San Diego, CA 92101.
3. Contact person and phone number: Jeff Szymanski, Associate Planner, 619-446-5324
4. Project location: Near-term and future projects would be located within various public right-of-ways (PROW) within any community planning areas in the City of San Diego. All project sites and areas of potential affect would not support *Sensitive Biological Resources* as defined in the Land Development Code (LDC) §143.0110. Project locations may be within the State Coastal Zone and/or within the City of San Diego's Coastal Zone and/or within Designated Historic Districts. Project locations and the associated areas of potential affect may be adjacent to, but not encroach into the Multi-Habitat Planning Area (MHPA). Specific locations for near-term projects analyzed in this document are included below under Item 8 – Description of Project.
5. Project Applicant/Sponsor's name and address: City of San Diego, Engineering & Capital Projects Department, ~~City of San Diego Public Utilities Department - Water Department and City of San Diego Metropolitan Waste Water Division (MWWWD).~~
6. General Plan designation: City of San Diego Public Right-of-Way (PROW) land is not a designated land use in the General Plan. However, Right-of-Way is categorized as Road/Freeways/Transportation Facilities in the General Plan.
7. Zoning: Near-term and future projects would take place within various Public Right-of-ways and public easements within the City of San Diego. Adjacent zoning may include, but would not be limited to Open Space, Residential, Agricultural, Commercial, and Industrial.
8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.): COUNCIL APPROVAL to allow for the replacement, rehabilitation, relocation, point repair, new trenching, trenchless construction, and abandonment of water and/or sewer pipeline alignments and associated improvements such as curb ramps, sewer lateral connections, water service connections, manholes, new pavement/slurry, the removal and/or replacement of street trees and the removal and/or replacement of street lights. This environmental document covers the analysis for ~~five~~ four (5) (4) near-term pipeline projects (Harbor Drive Pipeline, Water Group 949, ~~Sewer Group 787~~, Water Group 914, and Sewer/Water Group 732), as well as any subsequent future pipeline projects. The construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within the City of San Diego Public Right-of-Way (PROW) and/or within public easements and may include planned pipeline construction within private easements from the PROW to the service connection. A signed agreement between the City and the property owner would be required for work conducted on private property. Project types that would be included in the analysis contained herein would consist of sewer and water group jobs, trunk sewers, large diameter water pipeline

projects, new and/or replacement manholes, new/or replacement fire hydrants, and other necessary appurtenances. All associated equipment would be staged within the existing PROW adjacent to the work areas. The near-term and future projects covered in the document would not impact *Sensitive Biological Resources* or *Environmentally Sensitive Lands (ESL)* as defined in the Land Development Code and would not encroach into the City's Multi-Habitat Planning Area (MHPA).

Construction for the near-term and any future projects is anticipated to occur during the daytime hours Monday through Friday, but may occur during the weekend, if necessary. The contractor would comply with all applicable requirements described in the latest edition of the *Standard Specifications for Public Works Construction ("GREENBOOK")* and the latest edition of the *City of San Diego Standard Specifications for Public Works Construction ("WHITEBOOK")*. The City's supplement addresses unique circumstances to the City of San Diego that are not addressed in the GREENBOOK and would therefore take precedence in the event of a conflict. The contractor would also comply with the California Department of Transportation *Manual of Traffic Controls for Construction and Maintenance Work Zones*. If the Average Daily Traffic (ADT) within a given project(s) vicinity is 10,000 ADT or greater, a traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. For proposals subject to 10,000 ADT or less, traffic control may be managed through shop drawings during construction. Construction methods to be employed would consist of, but not be limited to:

Open Trenching: The open trench method of construction would be used for complete replacement and new alignment portions of the project. Trenches are typically four feet wide and are dug with excavations and similar large construction equipment.

Rehabilitation: Rehabilitation of alignment involves installing a new lining in old pipelines. The insertion is done through existing manhole access points and does not require removal of pavement or excavation of soils.

Abandonment: Pipeline abandonment activities would be similar to rehabilitation methods in that no surface/subsurface disturbance would occur. This process may involve slurry or grout material injected into the abandoned lines via manhole access. The top portion of the manhole is then typically removed and the remaining space backfilled and paved over.

Potholing: Potholing would be used to verify reconnection of laterals to main where lines would be raised or realigned (higher than existing depth, but still below ground) or to verify utility crossings. These "potholes" are made by using vacuum type equipment to open up small holes into the street of pavement.

Point Repairs: Point repairs include replacing a portion of a pipe segment by open trench excavation methods in which localized structural defects have been identified. Generally, point repairs are confined to an eight-foot section of pipe.

The following near term project(s) have been reviewed by the City of San Diego, Development Services Department (DSD) for compliance with the Land Development Code and have been determined to be exempt from a Site Development Permit (SDP) and/or a Coastal Development Permit (CDP). These projects would involve excavation in

areas having a high resource sensitivity and potential for encountering archaeological and paleontological resources during construction related activities. Therefore, mitigation would be required to reduce potential significant impacts to archaeological and paleontological resources to below a level of significance. With respect to Storm Water, all projects would be reviewed for compliance with the City's Storm Water Standards Manual. All projects that are not-exempt from the Standard Urban Storm Water Mitigation Plan (SUSMP) would incorporate appropriate Permanent Best Management Practices (BMPs) and construction BMPs into the project design(s) and during construction, as required. As such, all projects would comply with the requirement of the Municipal Storm Water Permit.

HARBOR DRIVE PIPELINE (PROJECT NO. 206100)

The Harbor Drive Pipeline includes the replacement of 4.4 miles of 16-inch cast iron (CI) and asbestos cement (AC) pipe that comprises the Harbor Drive 1st and 2nd Pipelines (HD-1 and HD-2) at a depth no greater than five (5) feet. Facility age and cast iron main replacement are the primary drivers for these projects, but due to the history of AC breaks in the area, approximately 1.0 mile of AC replacement is also included. The project is anticipated to be awarded in Fiscal Year 2013.

HD-1 and HD-2 were built primarily in the 1940's and 1950's and were made out of cast iron or asbestos cement and serve the western most part of the University Heights 390 Zone and the northern section of the Point Loma East 260 Zone. The pipelines also serve as redundancy to each other. Several segments were replaced by various City of San Diego Public Utilities Department projects throughout the years and those segments are not a part of the current scope. Previously replaced segments were 16 inch PVC, except for the bridge crossing which used 24-inch CMLC. The pipeline is located entirely within the PROW, will not require any easements, and is not adjacent to the MHPA or located within any designated historical districts. The following streets would be affected by this project: West Laurel, Pacific Highway, North Harbor Drive (within the roadway, under the bridge and within landscape areas), Nimitz Boulevard, Rosecrans Street, Evergreen Street, Hugo Street, Locust Street, Canon Street, Avenida De Portugal, and Point Loma Avenue.

WATER GROUP 949 (PROJECT NO. 232719)

Water Group 949 would consist of the replacement and installation of 5.27 miles of water mains within the Skyline- Paradise Hills, University, Clairemont Mesa, Southeastern San Diego (Greater Golden Hills) community planning areas. 16,931 Linear Feet (LF) of 16-inch cast iron water mains would be replace-in-place with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. The remaining 10,913 LF of new 16-inch PVC would be installed in new trenches All work within Regents Road, Site 2 (Figure 8), adjacent to the MHPA would only occur within the developed footprint such as the paved right of way, and concrete sidewalk or slab areas. In addition, all work within 100 feet of the MHPA would observe mitigation such as but not limited to bird breeding season measures, avoidance of discharge to the MHPA, and avoidance of direct lighting towards the MHPA areas. As such, no impacts to MHPA and/or sensitive resources would occur. The project would also include replacement and reinstallation of valves, water services, fire hydrants, and other appurtenances and would also included the construction of curb ramps, and street resurfacing. Traffic control

measures and Best Management Practices (BMPs) would be implemented during construction. Any street tree removal, relocation, and/or trimming would be done under the supervision of the City Arborist. All staging of construction equipment will be located outside of any potentially sensitive areas. The following streets and nearby alleyways would be affected by this project: Tuther Way, Cielo Drive, Woodman Street, Skyline Drive, Regents Road, Hidalgo Avenue, Clairemont Mesa Boulevard, Luna Avenue, B Street, F Street, Ash Street, 25th Street, and 27th Street.

SEWER GROUP 787 (PROJECT NO. 231928)

~~Sewer Group 787 would consist of the replacement of 26,436 lineal feet (LF) of existing 16-inch cast iron sewer pipe with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. A total of 1,267 LF of new 16-inch PVC sewer alignment would be installed in new trenches. In addition, the project would abandon 1,606 LF of existing 16-inch cast iron pipe. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. The project would affect the following streets and nearby alleyways: 42nd Street, Monroe Avenue, Edgware Road, Polk Avenue, Orange Avenue, Menlo Avenue, 47TH Street, Dwight Street, Myrtle Avenue, Manzanita Place, Heather Street, Dahlia Street, Poplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, 44TH Street, Laurie Lane, and Roseview Place all within the City Heights and Kensington-Talmadge Community Planning Areas.~~

WATER GROUP 914 (PROJECT NO. 233447)

Water Group 914 would consist of the replacement and installation of approximately 21,729 lineal feet (LF) of existing 6-inch, 8-inch and 12-inch cast iron pipes and 6-inch asphalt concrete pipes with new 8-inch, 12-inch and 16-inch polyvinyl chloride (PVC) pipe. Also included would be the construction of two underground pressure regulator stations that measure 54 square-feet and 6.5 feet deep each. 17,472 LF would be located in existing trenches and 4,257 LF would be located in new trench lines. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. However two 300 LF parallel line sections (600 LF total) of the water alignment would be installed by trenchless methodology utilizing two (2) 40 square foot launch and receiver pits. The trenchless installation would occur at the intersection of Coronado Avenue and Ebers Street and is designed to avoid a recorded archaeological resource at this intersection. The trenchless methodology would employ directional underground boring that would install the pipe at a depth deeper than the recorded resource. In addition, a 4-inch AC water segment of approximately 520 LF located along Point Loma Avenue between Guizot Street and Santa Barbara Street will be abandoned in place. The project would affect the following streets and nearby alleyways: Point Loma Avenue, Santa Barbara Street, Bermuda Avenue, Pescadero Avenue, Cable Street, Orchard Avenue, Froude Street, Sunset Cliffs Boulevard, Savoy Circle, and Del Monte Avenue all within the Ocean Beach and Peninsula Community Planning Areas.

SEWER AND WATER GROUP 732 (PROJECT NO. 206610)

Sewer and Water Group Job 732 would consist of the installation of approximately 5,500 total linear feet (LF) of 8 inch Polyvinyl Chloride (PVC) sewer pipe, and approximately

3,000 total linear feet (LF) of 12 inch PVC water pipe. Approximately, 1,035 LF of water pipe would be rehabilitated using trenchless technology in the same trench, with the remainder of the installation accomplished through open trenching. Related work would include construction of new manholes, replacement and re-plumbing of sewer laterals, installation of curb ramps, pavement restoration, traffic control, and storm water best management practices. Construction of the project would affect portions of the following streets and adjacent alleys in the Peninsula Community Plan area: Xenophon Street, Yonge Street, Zola Street, Alcott Street, Browning Street, Plum Street, Willow Street, Evergreen Street, Locust Street, and Rosecrans Street.

SUBSEQUENT PIPELINE PROJECT REVIEW (LONG TERM)

Applications for the replacement, rehabilitation, relocation, point repair, open trenching and abandonment of water and/or sewer pipeline alignments within the City of San Diego PROW as indicated in the Subject block above and in the Project Description discussion of the Initial Study would be analyzed for potential environmental impacts to Historical Resources (Archaeology, Paleontology and the Built Environment) and Land Use (MSCP/MHPA), and reviewed for consistency with this Mitigated Negative Declaration (MND). Where it can be determined that the project is "consistent" with this MND and no additional potential significant impacts would occur pursuant to State CEQA Guideline § 15162 (i.e. the involvement of new significant environmental effects of a substantial increase in the severity of previously identified effects) or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to §15164. Where future projects are found not to be consistent with this MND, then a new Initial Study and project specific MND shall be prepared.

9. Surrounding land uses and setting. Briefly describe the project's surroundings: The scope of the MND is city-wide and future projects would be located within the Right-of-Way, which is categorized as Road/Freeways/Transportation Facilities in the General Plan. Surrounding land uses would vary depending on the location proposed.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Transportation/Traffic |
| <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Utilities/Service System |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Noise | <input checked="" type="checkbox"/> Mandatory Findings Significance |

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial evaluation:

- The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required.
- Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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I) AESTHETICS – Would the project:

- a) Have a substantial adverse effect on a scenic vista?

Near-term or future projects would involve the replacement, rehabilitation, relocation, point repair, new trenching, and abandonment of water and/or sewer alignments and associated improvements such as curb ramps, pedestrian ramps, lateral connections, manholes all located below the existing PROW. It is not anticipated that removal and/or replacement of street trees and the removal and/or replacement of street lights; therefore scenic vistas would not be impacted.

- b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Near-term or future projects may involve work that could affect street trees, historic buildings or a scenic state highway; however, any work of this type would be reviewed by qualified historical staff to ensure that construction related activities not impact the integrity of the any scenic resources. Additionally, any associated street improvements, if located within a historic district, would be required to comply with the mitigation measures incorporated in Section V of this MND.

- c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Please see I.b.

- d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

The scope of development for near-term and/or future projects would predominantly be located below existing grade, with the possible exception of any associated street improvements (e.g. curb ramps, pedestrian ramps, street trees, etc.). The removal and/or replacement of street lights within any particular project alignment would not create a new source of substantial light or glare. Additionally, no associated street improvements would involve the use of highly reflective materials. Therefore, the project would not have the potential to create substantial light or glare impacts.

II) AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:

- a) Converts Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

Near-term and/or future pipeline alignments would be located within the developed PROW which would not be classified as farmland by the Farmland Mapping and Monitoring Program (FMMP). Any adjacent areas in agricultural production would not be affected by near-term and/or future pipeline projects. Therefore, the project in and of itself would not result in the conversion of farmland to non-agricultural uses.

- b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

Please see II.a

- c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

The public right of way and land surrounding any near-term and/or future pipeline alignments is not zoned as forest land as all areas are within the urbanized boundaries of the City of San Diego. Therefore, the project would not conflict with existing zoning for forest land.

- d) Result in the loss of forest land or conversion of forest land to non-forest use?

The project is located within the developed public right of way and the land surrounding any near-term and/or future pipeline alignments is not designated forest land as all areas are within the urbanized boundaries of the City of San Diego. Therefore, the project would not convert forest land to a non-forest use.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project would not involve a change in land use and would not impact farmland or forestland.

III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied on to make the following determinations - Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Near-term and/or future pipeline alignments would not involve any future actions that would generate air quality emissions as a result of the proposed use (e.g. vehicle miles traveled, etc). However, emission would occur during the construction phase of the project and could increase the amount of harmful pollutants entering the air basin. The emissions would be minimal and would only occur temporarily during construction. Additionally, the construction equipment typically involved in water/sewer projects is small-scale and generates relatively few emissions. When appropriate, dust suppression methods would be included as project components. As such, any near-term and/or future projects would not be inconsistent with the region's air quality plan.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Please see III.a

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and implementation of Best Management Practices would reduce potential impacts related to construction activities to

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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below a level of significance. Therefore, any near-term and/or future pipeline alignments would not result in a cumulatively considerable net increase of any criteria pollutant for which the project is non-attainment in the region under applicable federal or state ambient air quality standards.

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d) Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Construction operations could temporarily increase the emissions of harmful pollutants, which could affect sensitive receptors adjacent to the project. However, construction emissions would be temporary and it is anticipated that implementation of construction BMPs would reduce potential impacts related to construction activities to minimal levels. Therefore, any near-term and/or future pipeline projects would not expose sensitive receptors to substantial pollutant concentrations.

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| e) Create objectionable odors affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors would dissipate into the atmosphere upon release and would only remain temporarily in proximity to the construction equipment and vehicles. Therefore, any near-term and/or future pipeline projects would not create substantial amounts of objectionable odors affecting a substantial number of people.

IV. BIOLOGICAL RESOURCES – Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Near-term and/or future pipeline projects would be limited to development proposals that do not impact Sensitive Biological Resources. Any near-term and/or future actions that would impact Sensitive Biological Resources would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Have a substantial adverse effect on any riparian habitat or other community identified in local or | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

See IV. b)

- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Any near-term and/or future pipeline projects would be located in the developed public right of way where wetlands would not be present, either within or adjacent to the project's boundaries. Therefore, any near-term and/or future pipeline projects do not have the potential to impact these resources. Any near-term and/or future actions that would impact wetland resources would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Any near-term and/or future pipeline projects would not result in adverse impacts on wildlife movement in the project's areas. As previously mentioned above, these projects would be located in the developed public right of way which would not contain wildlife corridors.

- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Any near-term and/or future pipeline projects would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Any near-term and/or future pipeline projects may involve associated street improvements such as the replacement of street trees. However, trees that are covered under any kind of a preservation policy or ordinance would not be part of any future actions. Additionally, future project areas would lack any sensitive biological resources and would not require the removal of any unique or

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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sensitive trees. As such, the project would not result in conflict with local policies protecting biological resources.

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|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|

Near-term and/or future pipeline projects may be located in close proximity to, or adjacent to the City's Multi-Habitat Planning Area (MHPA), but not within the MHPA. MHPA Land Use Adjacency mitigation has been incorporated into the Mitigation, Monitoring and Reporting Program (MMRP) to mitigate indirect impacts to the MHPA. Therefore, the project does not have the potential to impact any habitat conservation plans and would not result in indirect impacts to the MHPA.

V. CULTURAL RESOURCES – Would the project:

- | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

The purpose and intent of the *Historical Resources Regulations of the Land Development Code (Chapter 14, Division 3, and Article 2)* is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises.

CEQA requires that before approving discretionary projects, the Lead Agency must identify and examine the significant adverse environmental effects, which may result from that project. A project that may cause a substantial adverse change in the significance of a historical resource may have a significant effect on the environment (Sections 15064.5(b) and 21084.1). A substantial adverse change is defined as demolition, destruction, relocation, or alteration activities, which would impair historical significance (Sections 15064.5(b)(1)). Any historical resource listed in, or eligible to be listed in the California Register of Historical Resources, including archaeological resources, is considered to be historically or culturally significant.

Near-term and/or future pipeline projects may include future actions that would be analyzed for the potential to impact archaeological resources. For those proposals that include ground disturbing activities and are located within mapped areas of the City that indicate a potential for the discovery of archaeological resource, monitoring would be required. As such, when required, archaeological monitoring would reduce potential impacts to archaeological resources to below a level of significance.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Any near-term or future project which is located within a designated historical district would be subject to review by qualified historical staff to determine whether the project would have an adverse effect on the district requiring specific mitigation, as detailed in Section V., of the MND or if the project requires further review in accordance with the Historical Resources Regulations. A project which would adversely affect a designated historical district because it could not comply with the Secretary of the Interior Standards or implement the required MMRP would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Near-term and/or future pipeline projects would include work that requiring trenching in areas where there is a potential for archaeological resources to be encountered. As such, the requirement for archaeological monitoring has been included in the MMRP. Projects that would have a direct impact on a recorded or designated archaeological site which requires Phase 2 Testing and mitigation measures (e.g. Archaeology Data Recovery Program) would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA. Projects which could be found to be adequately covered under this MND and only require monitoring would not result in a significant adverse change in the significance of a resource pursuant to §15064.5 with implementation of the MMRP identified in Section V., of the MND.

- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Near-term and/or future pipeline projects may include work that is underlain by sensitive fossil bearing formations which could be impacted if trenching is anticipated at depths greater than 10 feet. Therefore, based on the sensitivity of the affected formation and the proposed excavation depths, the project could result in significant impacts to paleontological resources.

To reduce this impact to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated. Paleontological monitoring would be required and would reduce potential impacts to below a level of significance.

- d) Disturb any human remains, including those interred outside of formal cemeteries?

A potential to encounter human remains during construction activity within the City's public right-of-way exists for any near-term or future pipeline alignment project; especially in areas where work would occur within high sensitivity areas for archaeological resources which can include Native American remains. Mitigation measures addressing the unanticipated discovery

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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of Native American human remains are included in Section V of the MMRP. Implementation of these measures would reduce potential unanticipated impacts to below a level of significance.

For projects that are not covered under this environmental document (e.g., meet the criteria for a Statutory or Categorical Exemption under CEQA), then standard language regarding the unanticipated discovery of human remains of unknown origin found in the *City of San Diego Standard Specifications for Public Works Construction ("WHITEBOOK")* would take precedence. Upon notification by the Contractor of the discovery of human remains of unknown origin, these requirements require that the Engineer shall immediately notify the San Diego County Coroner to start the investigation process, in accordance with the California Health and Safety Code §§7050.5 and 7051 and the California Public Resources Code.

VI. GEOLOGY AND SOILS – Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Near-term and/or future pipeline projects would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. Therefore, risks from rupture of a known earthquake fault would be below a level of significance.

- | | | | | |
|------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| ii) Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Near-term and/or future pipeline projects would not expose people or structures to strong seismic ground shaking. The design of the proposed project and any subsequent projects would utilize proper engineering design and standard construction practices to ensure that the potential for impacts from ground shaking would be below a level of significance.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| iii) Seismic-related ground failure, including | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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liquefaction?

The design of any near-term and/or future pipeline projects would utilize proper engineering design standard construction practices to ensure that the potential for impacts from seismic-related ground failure, including liquefaction would be below a level of significance.

- iv) Landslides?

Near-term and/or future pipeline projects would not include actions that would expose people or structures to the risk of loss, injury, or death involving landslides. Pipeline design for projects covered under this MND would utilize proper engineering design and standard construction practices to ensure that the potential for impacts would be below a level of significance.

- b) Result in substantial soil erosion or the loss of topsoil?

Construction of the near-term and/or future pipeline projects covered under this MND would take place within the developed public right of way. Any disturbances to streets and alleys would be replaced in kind. Additionally, appropriate BMPs aimed at preventing soil erosion would be incorporated during construction and design of the project. As such, project implementation would not result in a substantial amount of soil erosion or loss of topsoil.

- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Near-term and/or future pipeline projects are located entirely within the City's PROW (See project descriptions). It is possible, that any near-term and/or future projects may be located throughout the City within the Public Right-of-Way and may be located within various Geologic Hazard Categories. However, proper engineering design and utilization of standard construction practices would ensure that the potential for impacts would be less than significant.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

The design of any near-term and/or future pipeline projects would utilize proper engineering design and utilization of standard construction practices would ensure that the potential for impacts would be less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The design of any near-term and/or future pipeline projects covered under this MND would utilize proper engineering design and standard construction practices to ensure that the potential for impacts would be below a level of significance.

VII. GREENHOUSE GAS EMISSIONS - Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The City of San Diego is utilizing the California Air Pollution Control Officers Association (CAPCOA) report "CEQA and Climate Change" (CAPCOA 2009) to determine whether a GHG analysis would be required for submitted projects. The CAPCOA report references a 900 metric ton guideline as a conservative threshold for requiring further analysis and possible mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use associated with projects, and other factors.

CAPCOA identifies project types that are estimated to emit approximately 900 metric tons of GHG's annually. This 900 metric ton threshold is roughly equivalent to 35,000 square feet of office space, 11,000 square feet of retail, 50 single-family residential units, 70 multi-family residential units and 6,300 square feet of supermarkets.

Since any future pipeline projects covered in this CEQA document do not fit in the categories listed above, a GHG modeling analysis would be conducted for each project.

A GHG modeling analysis was conducted for each near-term project also covered in the MND. This modeling was conducted to determine the level of GHG emissions. The Roadway Construction Emissions Model is a spreadsheet program created by the Sacramento Metropolitan Air Quality Management District to analyze construction related GHGs and was utilized to quantify the project's GHG emissions. The model utilizes project information (e.g. total construction months, project type, construction equipment, grading quantities and the total disturbance area, etc.) to quantify GHG emissions from heavy-duty construction equipment, haul trucks, and worker commute trips associated with linear construction projects.

Harbor Drive project: Results of the Roadway Construction Emissions Model output demonstrated that during the 6 months of construction the project would generate approximately 250 metric tons of emissions per year. On an annualized basis, the output would be approximately 500 metric tons per year. The output for the project falls well below the 900 metric ton per year figure. Therefore, based

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

Sewer/Water Job 732: Results of the Roadway Construction Emissions Model output demonstrated that the project duration of 6 months, and assuming a May start date, this project would produce 162.5 metric tons of CO2 in the first year and 0 metric tons of CO2 the second year. The output for the project falls well below the 900 metric ton figure. Therefore, based upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

~~**Sewer Group 787:** Results of the Roadway Construction Emissions Model output demonstrated that this project would produce a total of 555.9 metric tons of CO2 during the 19 month construction period. Assuming a September start, 117.0 metric tons would be generated in the second year, and 87.8 metric tons of CO2 would be generated in the third year. The project's estimated GHG emissions results are well below the 900 metric tons of CO2 and; therefore, impacts are less than CEQA significant and mitigation would not be required.~~

Water Group 914: Results of the Roadway Construction Emissions Model output demonstrated that this project's duration is 14 months and assuming a September start date the project would produce 141.5 metric tons of CO2 in the first year, and 353.7 metric tons of CO2 in the second year. The project's estimated GHG emissions results are well below the 900 metric tons of CO2 and; therefore, impacts are less than CEQA significant and mitigation would not be required.

Water Group 949: Results of the Roadway Construction Emissions Model output demonstrated that the project duration of 6 months, and assuming a May start date, the project would produce 162.5 metric tons of CO2 in the first year and 0 metric tons of CO2 the second year. The output for the project falls well below the 900 metric ton figure. Therefore, based upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

For a determination of whether future projects would be consistent with this MND, the Roadway Construction Emissions Model can be utilized. If the output is less than 900 metric tons of GHG annually, then no further analysis is needed and the project would be consistent with the GHG analysis in this document. If, however, the output from the Roadway Construction Emission Model is greater than 900 metric tons annually, then a formal GHG Analysis would be conducted incorporating appropriate mitigation measures. If the analysis indicates project implementation would result in 900 metric tons or more annually, then the project would not be consistent with the GHG analysis in this MND as the project would be required to incorporate mitigation to reduce its GHG output by 30% compared to the California Air Resources Board (CARB) 2020 business-as-usual forecast and a new Initial Study and MND would be prepared pursuant to CEQA.

- b) Conflict with an applicable plan, policy, or regulation adopted for the

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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purpose of reducing the emissions of greenhouse gases?

Please see VII.a. It is anticipated that the any near-term and/or future pipeline projects would not conflict with any applicable plans, policies, or regulations related to greenhouse gases.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

- a) Create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials?

Construction of any near-term and/or future pipeline projects covered under this MND may require the use of hazardous materials (e.g., fuels, lubricants, solvents, etc.) which would require proper storage, handling, use and disposal; however, these conditions would not occur during routine construction within the PROW. Construction specifications would include requirements for the contractor regarding where routine handling or disposal of hazardous materials could occur and what measures to implement in the event of a spill from equipment. Compliance with contract specifications would ensure that potential hazards are minimized to below a level of significance.

- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Any near-term and/or future project alignments covered under this MND have the potential to traverse properties which could contain Leaking Underground Storage Tank (LUST) cleanup sites, permitted UST's, or contaminated sites located within a 1,000 feet from the project alignments; however, in the event that construction activities encounter underground contamination, the contractor would be required to implement § 803 of the City's "WHITEBOOK" for "Encountering or Releasing Hazardous Substances or Petroleum Products" of the City of San Diego Standard Specifications for Public Works Construction which is included in all construction documents and would ensure the proper handling and disposal of any contaminated soils in accordance with all applicable local, state and federal regulations. Compliance with these requirements would minimize the risk to the public and the environmental; therefore, impacts would remain less than significant.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Several of the near-term projects are located within a ¼ mile radius of an existing or proposed school

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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and would involve trenching activities that could result in the release of hazardous emissions if unanticipated contamination is encountered within the PROW. The same would be true for any future projects that may be proposed within ¼ mile of an existing or proposed school and would involve trenching activities that could result in the release of hazardous emissions if unanticipated contamination is encountered. In both cases, §803 of the City of San Diego's "WHITEBOOK" is included in all construction documents to ensure that appropriate protocols are followed pursuant to County DEH requirements should any hazardous conditions be encountered. As such, impacts regarding the handling or discovery of hazardous materials, substances or waste within close proximity of a school would be below a level of significance with implementation of the measures required pursuant to the contract specifications and County DEH oversight.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Although none of the near-term project alignments covered in the document are identified on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, future projects could be located within close proximity to hazardous materials sites or within 1,000 feet from leaking USTs. However, as previously outlined in VIII a-c above, specific measures have been or will be incorporated into the contract specifications to address any contaminated soils encountered during construction related activities in accordance with local, state, and federal regulations. Therefore, with implementation of measures contained in the contract specifications, potential hazards would be reduced to below a level of significance.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Several near-term projects covered in this MND (Harbor Drive Pipeline, Water Group 914, and Sewer/Water Group 732) are located within or in close proximity to the Airport Influence Area (AIA) of the San Diego International Airport's Airport Land Use Compatibility Plan (ALUCP). This geographically demarcated area that surrounds Lindbergh Field ensures that factors such as noise, land use, safety and airspace protection are considered anytime a land use decision is made. Since these near-term projects and any future projects are linear underground projects, construction of these types of projects would not introduce any new features that would result in a safety hazard for people residing in or working in the area or create a flight hazard.

- f) For a project within the vicinity of a private airstrip, would the project

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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result in a safety hazard for people residing or working in the project area?

None of the near-term or future project alignments would be located within the vicinity of a private airstrip; no provide airstrips are located with the jurisdictional boundaries of the City of San Diego; therefore, no impact would result under this category.

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Construction of any near-term or future projects would temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction which would allow emergency plans to be employed. Therefore, the project would not physically interfere with an adopted emergency response plan or emergency evacuation plan.

- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Construction of any near-term or future projects would be located within the City's Public Right-of-Way and would not be located within or adjacent wildlands that could pose a threat of wildland fires. Additionally, sewer and water infrastructure projects would not introduce any new features that would increase the risk of fire.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

- a) Violate any water quality standards or waste discharge requirements?

Potential impacts to existing water quality standards associated with the any near-term and/or future projects would include minimal short-term construction-related erosion/sedimentation, but would not include any long term operational storm water impacts. Any near-term and/or future projects would be required to comply with the City's Storm Water Standards Manual. Depending on the area of disturbance, projects would have to comply with either a Water Pollution Control Plan (WPCP) or Storm Water Pollution Prevention Plan (SWPPP). These plans would prevent or effectively minimize short-term water quality impacts during construction activities. Therefore, the proposed project would not violate any existing water quality standards or discharge requirements.

- b) Substantially deplete groundwater supplies or interfere substantially

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Any near-term and/or future projects do not propose the use of groundwater. Furthermore, these projects would not introduce a substantially large amount of new impervious surfaces over ground that could interfere with groundwater recharge. Therefore, construction of these projects would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?

Any near-term and/or future projects would be located below the surface of the developed public right of way within paved streets. Upon completion of the installation of the utility lines the streets would be returned to their preexisting conditions. Therefore these projects would not substantially alter any existing drainage patterns.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?

Please see IX.c.

- e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Conformance to BMPs outlined in an approved WPCP and compliance with the City Stormwater Standards would prevent or effectively minimize short-term construction runoff impacts from any near-term and/or future pipeline projects covered under the MND. Additionally, these projects would not result in a substantial increase in impervious surface, and therefore, would not contribute runoff water that would exceed the capacity of existing storm water systems.

- f) Otherwise substantially degrade water quality?

Conformance to BMPs outlined in an approved WPCP and compliance with the City Stormwater Standards would prevent or effectively minimize short-term construction runoff impacts from any near-term and/or future pipeline projects covered under the MND. See IX-a.

- g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

The near-term and/or future pipeline projects would not include the construction of any housing.

- h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?

The near-term and/or future pipeline projects would not impede the direction of flows or substantially impact a 100-year flood hazard area.

- i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

The near-term and/or future pipeline projects would not include any new features that would increase the risk associated with flooding beyond those of any existing conditions.

- j) Inundation by seiche, tsunami, or mudflow?

The near-term and/or future pipeline projects would not include any new features that would increase the risk associated with seiche, tsunami, or mudflow beyond those of any existing conditions.

X. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure and would not introduce new features that could divide an established community.

- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure and would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project and would not conflict with any land use plans.

- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure located entirely within the developed public right of way. Although some projects could be located within proximity to the City's MHPA which is covered by the MSCP Subarea Plan, no conflicts are anticipated because implementation of the MHPA Land Use Adjacency Guidelines would be required for any project located within 100 feet from the MHPA. Measures to reduce potential indirect impacts to the City's MHPA have been included in the MMRP contained within Section V. of the MND.

XI. MINERAL RESOURCES – Would the project?

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Areas surrounding the near-term project alignments are not being used for the recovery of mineral resources. Similarly, these areas are also not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Additionally, any future projects submitted for review in accordance with this MND would be evaluated based on their proximity to areas where mineral resources could be affected. At this time however, it is not anticipated that any future pipeline project, which would be located entirely within the PROW would result in the loss of

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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availability of a known mineral resource of value to the region and the state.

- b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Areas surrounding the near-term project alignments have not been delineated as being used for the recovery of mineral resources or designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Additionally, any future projects submitted for review in accordance with this MND would be evaluated based on their proximity to areas where mineral resources could be affected. At this time however, it is not anticipated that any future pipeline project, which would be located entirely within the PROW would result in the loss of availability of a locally important mineral resource recovery site.

XII. NOISE – Would the project result in:

- a) Exposure of persons to, or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Any near-term or future pipeline projects covered under this MND would not in and of itself result in the generation of operational noise levels in excess of existing standards. However, some construction related noise would result, but would be temporary and transitory in nature and strictly regulated under San Diego Municipal Code Section 59.5.0404, "Noise Abatement and Control" which places limits on the hours of construction operations and standard decibels which cannot be exceeded. Therefore, people would not be exposed to noise levels in excess of those covered by existing noise regulations.

- b) Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels?

Any near-term or future pipeline projects covered under this MND would result in negligible ground disturbing vibrations during construction based on the type of equipment being used and the construction methodology being employed for each project type. Noise occurring during construction activities would be temporary and transitory in nature and would be strictly regulated under San Diego Municipal Code Section 59.5.0404, "Noise Abatement and Control" which places limits on the hours of construction operations and standard decibels which cannot be exceeded. Therefore, people would not be exposed to excessive ground disturbing vibration levels after completion of each project.

- c) A substantial permanent increase in ambient noise levels in the project

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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vicinity above levels existing without the project?

Any near-term or future pipeline projects covered under this MND all occur within the developed PROW would not permanently increase the ambient noise levels beyond those which exist without the project. Please see XII.a & b.

- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?

A portion of one near-term project would be located along Harbor Drive where the existing noise environment is already high due to its proximity to Lindbergh Field and from high traffic patterns surrounding the airport and nearby businesses. Other near-term and/or future projects covered under this MND may occur City-wide and result in temporary construction related noise impacts; however, the increase in noise due to construction activities would be temporary in nature and strictly regulated in accordance with the Municipal Code. These temporary and periodic construction related noise increased would not be considered substantial and therefore, the increase in ambient noise levels would be less than significant. Please see XII.a.

- e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?

Several near-term projects covered in this MND (Harbor Drive Pipeline, Water Group 914, and Sewer/Water Group 732) are located within 2 miles of a public airport; specifically to the Airport Influence Area (AIA) of the San Diego International Airport's Airport Land Use Compatibility Plan (ALUCP). This geographically demarcated area that surrounds Lindbergh Field ensures that factors such as noise, land use, safety and airspace protection are considered anytime a land use decision is made. Although these near-term projects and any future projects are linear underground projects, construction would not in and of itself expose people residing in the area or construction workers to excessive noise levels beyond those that may currently exist. For projects within proximity to Lindbergh Field and heavily traveled roadways, the ambient noise level is already loud. Strict compliance with OSHA standards for worker safety would ensure that exposure to excessive noise levels would not occur for all other near-term and/or future pipeline projects.

- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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None of the near-term projects are located within proximity to a private airstrip and it's not anticipated that any future projects would be either; mainly because no private airstrips are located in the urbanized areas within the City's jurisdictional boundaries. Therefore no impacts in this category would occur.

XIII. POPULATION AND HOUSING – Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The near-term and/or future pipeline projects would replace, rehabilitate and install new utility infrastructure. These upgrades are intended to improve currently outdated sewer and water systems in order to keep up with current demand. These projects would not extend any existing roadways into undeveloped areas or introduce any new roadways that could induce population growth and therefore, no impact would occur.

- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

The near-term and/or future pipeline projects would replace, rehabilitate and install new utility infrastructure. These upgrades are intended to improve currently outdated sewer and water systems in order to keep up with current demand. These projects would not displace any housing.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

See XIII b).

XIV. PUBLIC SERVICES

- a) Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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performance objectives for any of the public services:

- | | | | | |
|--------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| i) Fire Protection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Any near-term or future pipeline project would not physically alter any fire protection facilities. Replacement and installation of utility infrastructure would not require any new or altered fire protection services. Future projects may require a Traffic Control Plan to ensure major disruptions to traffic flow do not occur. Disruptions to response times are not anticipated.

- | | | | | |
|-----------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| ii) Police Protection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Any near-term or future pipeline project would not physically alter any fire protection facilities. Replacement and installation of utility infrastructure would not require any new or altered police protection services. Future projects may require a Traffic Control Plan to ensure major disruptions to traffic flow do not occur. Disruptions to response times are not anticipated.

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|--------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| iii) Schools | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

Any near-term or future pipeline project would not physically alter any schools. Additionally, these projects would not include construction of future housing or induce growth that could increase demand for schools in the area.

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| v) Parks | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Any near-term or future pipeline project would not physically alter any parks. Therefore, these projects would not create demand for new parks or other recreational facilities.

- | | | | | |
|-----------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| vi) Other public facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Any near-term or future pipeline project would not result in the increased demand for electricity, gas, or other public facilities. These projects would improve the sewer and water utility system to keep up with current and projected demand.

XV. RECREATION –

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Implementation of the near-term and/or future pipeline projects would replace and improve utility infrastructure. The improved infrastructure would not allow for increased access to existing recreation areas. These projects would not directly generate additional trips to existing recreation areas or induce future growth that would result in additional trips to these facilities. Therefore, these

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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projects would not increase the use of existing recreational areas such that substantial physical deterioration of the facility would occur or be accelerated.

- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

Implementation of the near-term and/or future pipeline projects would replace and improve utility infrastructure and would not include the construction of recreational facilities or require the construction or expansion of recreational facilities.

XVI. TRANSPORTATION/TRAFFIC – Would the project?

- a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Construction of the near-term and/or future pipeline projects would temporarily affect traffic circulation within the project's Area of Potential Effect (APE). However, an approved Traffic Control Plan would be implemented during construction so that traffic circulation would not be substantially impacted. Therefore, these projects would not result in an increase of traffic which is substantial in relation to existing traffic capacities.

- b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Construction of the near-term and/or future pipeline projects would temporarily affect traffic circulation within the project's APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that traffic would not exceed cumulative or

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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individual levels of service.

- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

The near-term and any future projects covered under this MND would not include any tall structures or new features that could affect air traffic patterns or introduce new safety hazards related to air traffic.

- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The near-term and any future projects covered under this MND would not include any tall structures or design features that would increase hazards in the area. All projects would be designed to meet City standards and therefore would meet existing levels of service.

- e) Result in inadequate emergency access?

Construction of the near-term or any future project would temporarily affect traffic circulation within the project's APE. However, an approved Traffic Control Plan would be implemented during construction so that there would be adequate emergency access.

- f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

Construction of the near-term or any future project would temporarily impact circulation during construction activities as it relates to traffic, pedestrians, public transit and bicycles. However, the preparation of a Traffic Control Plan would ensure that any disruption to these services would not be significant.

XVII. UTILITIES AND SERVICE SYSTEMS— Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Construction of the near-term or any future projects covered under this MND would facilitate the treatment of wastewater and would not exceed the requirements of the Regional Water Quality Control Board.

- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Construction of the near-term or any future projects covered under this MND would result in improvements to water and sewer pipeline infrastructure. Use of this MND is limited to projects that would not result in a significant unmitigated impact to the environment.

- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Construction of the near-term or any future projects covered under this MND would not result in an increase in impervious surfaces as the scope is completely within the City Right-of-Way. Therefore, these projects would not require the construction of new storm water drainage facilities or expansion of existing facilities.

- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Construction of the near-term or any future projects covered under this MND would not increase the demand for water. These projects would improve the existing water pipelines system throughout the City.

- e) Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

See XVII c)

- f) Be served by a landfill with sufficient

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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permitted capacity to accommodate the project's solid waste disposal needs?

Construction of the near-term or any future projects covered under this MND would not result in the demolition of structures. Construction of these projects would likely generate minimal waste. This waste would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Demolition or construction materials which can be recycled shall comply with the City's Construction and Demolition Debris Ordinance. Operation of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area.

- g) Comply with federal, state, and local statutes and regulation related to solid waste?

See XVII f). Any solid waste generated during construction related activities would be recycled or disposed of in accordance with all applicable local state and feral regulations.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE –

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Any near-term and/or future pipeline projects covered under this MND would be located within the developed public right of way and would not impact any *Sensitive Biological Resources*. Projects that would be located adjacent to the MHPA would be required to incorporate MHPA Land Use Adjacency measures to reduce any potential indirect impacts. As such, indirect impacts would be mitigated to below a level of significance. With respect to historical resources, mitigation for archaeology, paleontology and the built environment have been incorporated into the MND. Each project would be analyzed and a determination made regarding which mitigation measures would be applied in the subsequent environmental document and would be required to comply with the mitigation measures further detailed in Section V of this MND. As a result, project implementation would not result in a significant impact to these resources.

- b) Does the project have impacts that are

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable futures projects)?

When viewed in connection with the effects of the near-term projects and any future pipeline projects on a Citywide basis, construction trenching has the potential to impact archaeological and paleontological resources which could incrementally contribute to a cumulative loss of non-renewable resources. However, with implementation of the mitigation measures found in Section V of the MND, this incremental impact would be reduced to below a level of significance.

Although any near-term and/or future projects could be located within a designated historical district, no direct or cumulative impact is anticipated because each project would be subject to review in accordance with the City’s Historical Resources Guidelines, and for consistency with the Secretary of the Interior Standards and this environmental document. Measures to reduce potential indirect impacts for projects located within a historic district would be incorporated into each subsequent environmental document when applicable to the conditions and environmental setting of the alignment. Therefore, no cumulative impact would result under these project types.

Because the near-term and/or future projects would not be located in areas where biological resources could be encountered and would not result in a cumulative loss of resources. Measures to reduce potential indirect impacts for projects located adjacent to the City’s MHPA would be incorporated into each subsequent environmental document when applicable to the conditions and environmental setting of the alignment. Implementation of the MHPA Land Use Adjacency Guidelines is consistent with the MSCP Subarea Plan & FEIR which addressed the cumulative loss of sensitive biological resources and edge effects on the MHPA from future development. Therefore, no cumulative impact would result under these project types.

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

As stated previously, potentially significant impacts have been identified for Paleontological Resources, Archaeological Resources, Historical Resources (Historic Districts) and MHPA Land Use Adjacency. However, mitigation has been included in Section V of this MND to reduce impacts to below a level of significance. As such, project implementation would not result in substantial adverse impact to human beings.

INITIAL STUDY CHECKLIST

REFERENCES

I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan.
- Community Plan.
- Local Coastal Plan.

II. AGRICULTURAL RESOURCES & FOREST RESOURCES

- City of San Diego General Plan.
- U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.
- California Agricultural Land Evaluation and Site Assessment Model (1997)
- Site Specific Report:

III. AIR QUALITY

- California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
- Regional Air Quality Strategies (RAQS) - APCD.
- Site Specific Report:

IV. BIOLOGY

- City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
- City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.
- Community Plan - Resource Element.
- California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.
- California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.
- City of San Diego Land Development Code Biology Guidelines.
- Site Specific Report:

V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)

City of San Diego Historical Resources Guidelines.

City of San Diego Archaeology Library.

Historical Resources Board List.

Community Historical Survey:

Site Specific Report:

VI. GEOLOGY/SOILS

City of San Diego Seismic Safety Study.

U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975.

Site Specific Report:

VII. GREENHOUSE GAS EMISSIONS

Site Specific Report: 'Roadway Construction Emissions Models' conducted for each near-term project (2010 & 2011).

VIII. HAZARDS AND HAZARDOUS MATERIALS

San Diego County Hazardous Materials Environmental Assessment Listing

San Diego County Hazardous Materials Management Division

FAA Determination

State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.

Airport Land Use Compatibility Plan.

Site Specific Report:

IX. HYDROLOGY/WATER QUALITY

Flood Insurance Rate Map (FIRM).

Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.

Clean Water Act Section 303(b) list, http://www.swrcb.ca.gov/tmdl/303d_lists.html.

Site Specific Report:

X. LAND USE AND PLANNING

- City of San Diego General Plan.
- Community Plan.
- Airport Land Use Compatibility Plan: Lindberg Field
- City of San Diego Zoning Maps
- FAA Determination

XI. MINERAL RESOURCES

- California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.
- Division of Mines and Geology, Special Report 153 - Significant Resources Maps.
- California Geological Survey - SMARA Mineral Land Classification Maps.
- Site Specific Report:

XII. NOISE

- Community Plan
- San Diego International Airport Master Plan CNEL Maps.
- MCAS Miramar ACLUP
- Brown Field Airport Master Plan CNEL Maps.
- Montgomery Field CNEL Maps.
- San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- City of San Diego General Plan.
- Site Specific Report:

XIII. PALEONTOLOGICAL RESOURCES

- City of San Diego Paleontological Guidelines.
- Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.
- Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2

Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.

- Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977.
- Site Specific Report:

XIV. POPULATION / HOUSING

- City of San Diego General Plan.
- Community Plan.
- Series 11 Population Forecasts, SANDAG.
- Other:

XV. PUBLIC SERVICES

- City of San Diego General Plan.
- Community Plan.

XVI. RECREATIONAL RESOURCES

- City of San Diego General Plan.
- Community Plan.
- Department of Park and Recreation
- City of San Diego - San Diego Regional Bicycling Map
- Additional Resources:

XVII. TRANSPORTATION / CIRCULATION

- City of San Diego General Plan.
- Community Plan.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- San Diego Region Weekday Traffic Volumes, SANDAG.
- Site Specific Report:

XVIII. UTILITIES

- City of San Diego General Plan.
- Community Plan.

____ Site Specific Report:

XIX. WATER CONSERVATION

____ City of San Diego General Plan.

____ Community Plan.

____ Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset Magazine.

____ Site Specific Report:

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

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3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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2. Construction and maintenance related activities (see Tab 2).
 - b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
 - c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
 - d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
 - e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
 - f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
 - g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"); a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

- b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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7. FEE AND DEPOSIT SCHEDULES

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

**Larry Gardner
Water Department Director**

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

METER SHOP (619) 527-7449

NS REQ	FAC#
DATE	BY

Application Date	Requested Install Date:
------------------	-------------------------

Meter Information

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use:		Check Box If Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

Fire Hydrant Meter Removal Request	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ()	Pager: ()

<input type="checkbox"/>	City Meter	<input type="checkbox"/>	Private Meter
Contract Acct #:		Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #		Meter Size: 05	Meter Make and Style: 6-7
Backflow #		Backflow Size:	Backflow Make and Style:
Name: e-Bidding Sewer Group 721		Signature: Appendix B - Fire Hydrant Meter Program (Rev. July 2015)	Date: 193 Page

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing
Backfilling
Combination Cleaners (Vactors)
Compaction
Concrete Cutters
Construction Trailers
Cross Connection Testing
Dust Control
Flushing Water Mains
Hydro Blasting
Hydro Seeing
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at *(Meter Location Address)* ends in 60 days and will be removed on or after *(Date Authorization Expires)*. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please contact the Water Department, or mail your request for an extension to:

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) _____ - _____.

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

APPENDIX D
SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		Contractor's Name:	
Project Name:		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	Invoice No.
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:
RE Phone#:	Fax#:	Contact Name:	Billing Period: (to

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	Total Billed	\$ -

SUMMARY

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

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

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

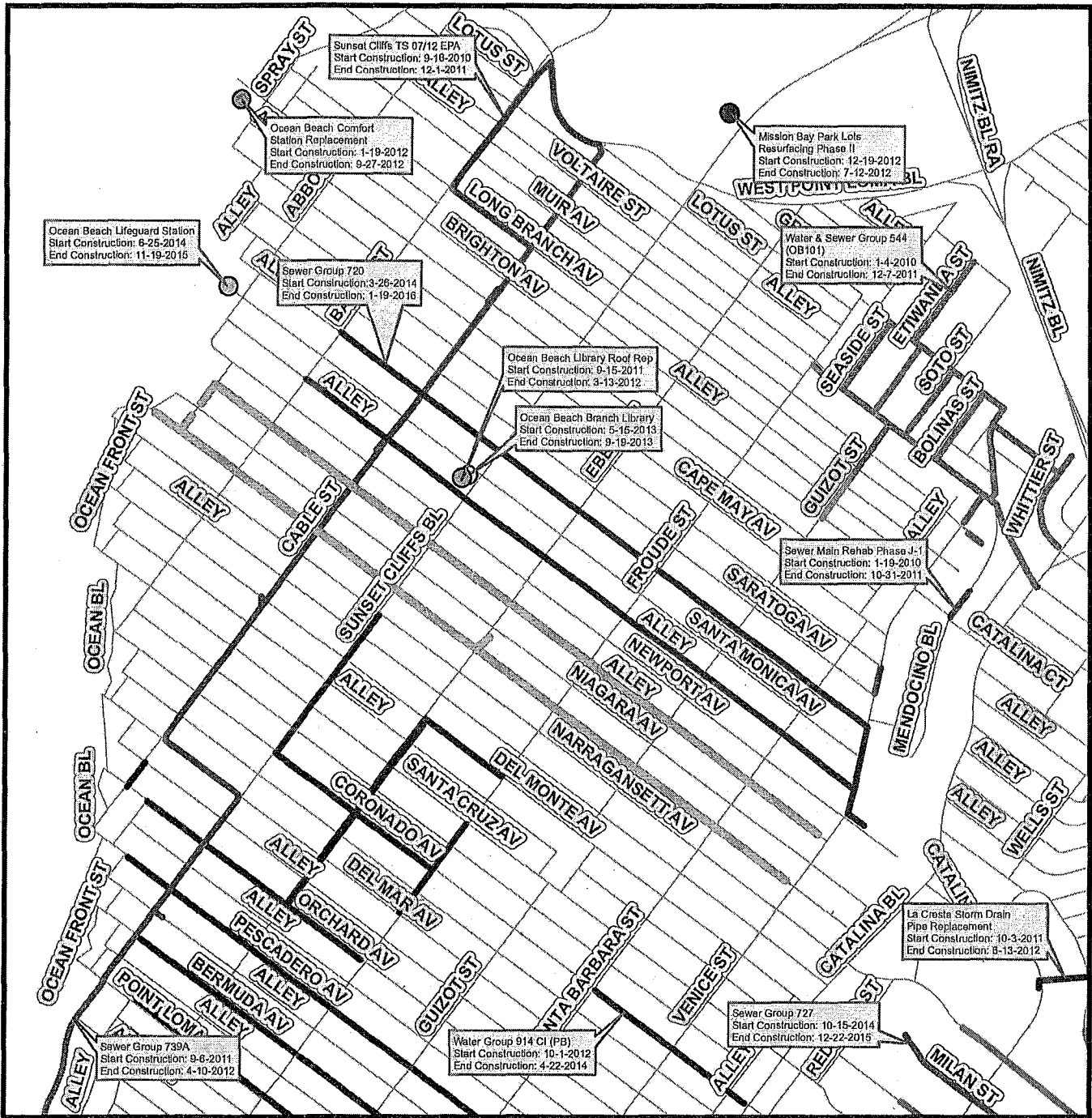
Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

APPENDIX E
LOCATION MAP

APPENDIX F
ADJACENT PROJECTS

PREDESIGN PROJECT COORDINATION MAP
SEWER GROUP JOB 721



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 express written permission of SANDAG. SANDAG is not responsible for any errors or omissions in this product. SANDAG is not responsible for any damages or liabilities arising from the use of this product.

Legend			
	Sewer Group Job 721		Ocean Beach Branch Library
	La Cresta Storm Drain Pipe Replacement		Ocean Beach Library Roof Rep
	Sewer Group 720		Ocean Beach Comfort Station Replacement
	Sewer Group 727		Ocean Beach Lifeguard Station
	Sewer Group 739A		
	Sewer Main Rehab Phase J-1		
	Sunset Cliffs TS 07/12 EPA		
	Water & Sewer Group 544 (OB101)		
	Water Group 914 CI (PB)		
	Mission Bay Pk Lots Resurfacing Phase II		



S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Water & Sewer Projects\Sewer Projects\Sewer Group Job 721\CIP Tracking\Project Coordination Map

APPENDIX G
HYDROSTATIC DISCHARGE FORM

Hydrostatic Discharge Requirements Certification (Discharge Events ≥ 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf), and as follows:

Discharged water has been dechlorinated to below **0.1 (mg/l)** level; and effluent has been maintained between **6 and 9 (pH)** based on:

Is Discharge Within Limits?

Comment/Action Taken

Event #	Discharge Date	Item Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	Is Discharge Within Limits?		Comment/Action Taken
							YES	NO	
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							

Qualified Personnel Conducting Tests (Print Name):

SAP No.(s):

***Signed:**

Project Name:

* By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

Have any thresholds been exceeded? Per Order No. R9-2010-0003, would this be a reportable discharge and must be reported **within 24 hours** of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

APPENDIX H
HAZARDOUS LABEL/FORMS

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -	
B	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)		CAS Number
E	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
F	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
G	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
H	ACTIONS TAKEN		
I	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) <input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____ <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____ <input type="checkbox"/> NOTKNOWN (explain) _____		
J	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
K	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
L	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type) _____ SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____		

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____
ADDRESS _____ 24 HRL. PHONE () _____
CITY _____ STATE _____ ZIP _____
EPA ID NO. _____ MANIFEST DOCUMENT NO. _____
EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____
PROPER DOT SHIPPING NAME _____
TECHNICAL NAME (S) _____
UN/NA NO. WITH PREFIX _____
PHYSICAL STATE | HAZARDOUS PROPERTIES FLAMMABLE TOXIC
 SOLID LIQUID | CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

APPENDIX I

MANHOLE REHABILITATION SAMPLE DATA TEMPLATE

APPENDIX J

SAMPLE ARCHAEOLOGY / PALEONTOLOGICAL INVOICES

(FOR ARCHAEOLOGY / PALEONTOLOGICAL ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Field Engineering Division
9485 Aero Drive

San Diego, CA 92123-1801

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX K
SAMPLE OF PUBLIC NOTICES



CONSTRUCTION NOTICE

PROJECT NAME

Trenching on your street is complete.

What you need to know:

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench caps for some time -even after construction activities have concluded on your street.

Street resurfacing:

- Your Streets will be resurfaced once the entire pipeline project is complete.
- Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due to the City's slurry seal moratorium.

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.



ATTACHMENT F
INTENTIONALLY LEFT BLANK

CERTIFICATIONS AND FORMS

Instruction to Bidders, Section 1 - The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

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.

**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

The bidder, being first duly sworn, deposes and says that he or she is authorized by 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.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

AFFIDAVIT OF DISPOSAL

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

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

Sewer Group 721

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-1379-DBB-3**; SAP No. (WBS/IO/CC) **B-00460**, 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

BID ITEMS

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY ***
TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY
SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$
2.	1	LS	541214	3-3.2.2.1	Certified Payroll	 	\$
3.	1	AL	237310	7-10.2.6	Portable Changeable Message Signs (PCMS) - Type I	 	\$10,000.00
4.	1	LS	237310	7-10.2.6	Traffic Control	 	\$
5.	1	LS	238990	7-9.1.1	Video Recording of Existing Conditions	 	\$
6.	1	LS	237310	9-3.4.1	Mobilization	 	\$
7.	1	AL		9-3.5	Field Orders - Type II	 	\$30,000.00
8.	2	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$
9.	1	EA	237310	301-1.7	Adjusting Storm Drain Inlet Frame & Cover to Grade	\$	\$
10.	3,590	SF	237310	302-1.12	Cold Mill AC Pavement (>1 1/2 - 3")	\$	\$
11.	5	TON	237310	302-3.2	Asphalt Pavement Repair	\$	\$
12.	1,500	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Striping	\$	\$
13.	2,000	SF	237310	302-5.1.2	Damaged AC Pavement Replacement	\$	\$
14.	500	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$	\$
15.	1	TON	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay and Striping	\$	\$
16.	1,700	SF	237310	302-6.8	Concrete Pavement Replacement (Alley)	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
17.	14	EA	237310	303-5.10.2	Curb Ramp Type D with Detectable Warning Tiles	\$	\$
18.	1	EA	237310	303-5.10.2	Curb Ramp Type A with Detectable Warning Tiles	\$	\$
19.	2	EA	237310	303-5.10.2	Curb Ramp Type C2 with Detectable Warning Tiles	\$	\$
20.	3,240	SF	237310	303-5.9	Alley Apron	\$	\$
21.	100	LF	237310	303-5.9	Additional Curb and Gutter	\$	\$
22.	200	SF	237310	303-5.9	Additional Sidewalk Removal and Replacement	\$	\$
23.	1	LS	237110	306-1.1.6	Trench Shoring	\$	\$
24.	100	CY	237110	306-1.2.1.1	Additional Bedding	\$	\$
25.	200	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
26.	100	TON	237110	306-1.6	Imported Backfill	\$	\$
27.	8,403	LF	237110	306-1.6	8-Inch PVC Sewer Main	\$	\$
28.	1,526	LF	237110	306-1.6	8-Inch PVC Sewer Main, Special Strength SDR-26	\$	\$
29.	246	LF	237110	306-1.6	8-Inch VC Sewer Main	\$	\$
30.	143	LF	237110	306-1.6	Concrete Encased 8-Inch VC Sewer Main	\$	\$
31.	2	EA	237110	306-1.6	Sewer Main Cleanout	\$	\$
32.	36	EA	237110	306-1.8.6	Manholes (4' x 3'), PVC Lined	\$	\$
33.	3	EA	237110	306-1.8.6	Connection to Existing Manhole and Rechanneling	\$	\$
34.	3	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Street)	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
35.	444	EA	237110	306-1.9.1	4-Inch Sewer Lateral & Cleanout (Alley)	\$	\$
36.	10	EA	237110	306-1.9.1	Sewer Lateral Connection	\$	\$
37.	125	LF	237110	306-5.3	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	\$	\$
38.	1	EA	237110	306-5.3	Abandon Existing Manhole Outside of Trench	\$	\$
39.	10,318	LF	237110	306-9.7	Cleaning and Video Inspecting Pipelines	\$	\$
40.	10,318	LF	237110	306-9.7	Video Inspecting Pipelines and Culverts for Acceptance	\$	\$
41.	1	EA	237110	500-2.10.2	Rehabilitate Existing Manhole	\$	\$
42.	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	\$	\$
43.	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	\$	\$
44.	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)	\$	\$
45.	1	AL	237110	705-2.7	Dewatering Permit and Discharge Fees - Type I	\$	\$50,000.00
46.	1	AL	238990	705-2.7	Equipment & Set Up for Treatment of Contaminated Water Containing Non-hazardous Materials - Type I	\$	\$15,000.00
47.	1	AL	238990	705-2.7	Equipment & Set Up for Treatment of Contaminated Water Containing Hazardous Substances - Type I	\$	\$20,000.00
48.	1	LS	238990	705-2.7	Dewatering – Non-Hazardous Contaminated Water	\$	\$
49.	1	LS	238990	705-2.7	Dewatering – Hazardous Contaminated Water	\$	\$
50.	5	DAYS	541690	707-1	Suspension of Work - Resources	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
51.	10,318	LF	541690	707-2	Archeological and Native American Monitoring Program	\$	\$	
52.	10,318	LF	541690	707-3	Paleontological Monitoring Program	\$	\$	
53.	1	AL	541330	707-4	Archeological and Native American Mitigation and Curation	 	\$15,000.00	
54.	50	CY	541330	707-5	Paleontological Mitigation and Excavation	\$	\$	
ESTIMATED TOTAL BASE BID:							\$	

LIST OF SUBCONTRACTORS

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY ***
TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY
SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY ***
TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY
SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

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

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

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders
Guarantee of Good Faith (Bid Security) for further
instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING
ACTIONS**
- C. EQUAL BENEFITS ORDINANCE - CERTIFICATION
OF COMPLIANCE**

**Bids will not be accepted until ALL forms are submitted
as part of the bid submittal**

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and
_____ as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20_____

(Principal) (SEAL)

(Surety) (SEAL)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: _____

Certified By _____ Title _____
Name

_____ Date _____
Signature

USE ADDITIONAL FORMS AS NECESSARY

**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:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

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

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

Name/Title of Signatory	Signature	Date
-------------------------	-----------	------

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved -- Reason:
---------------	--------------	-----------------------------------	--

(Rev 02/15/2011)

City of San Diego

CITY CONTACT: DAMIAN SINGLETON, Email: DSingleton@sandiego.gov

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

ADDENDUM "A"



FOR



Sewer Group 721

BID NO.: _____ K-16-1379-DBB-3
SAP NO. (WBS/IO/CC): _____ B-00460
CLIENT DEPARTMENT: _____ 2000
COUNCIL DISTRICT: _____ 2
PROJECT TYPE: _____ JA

BID DUE DATE:

**OCTOBER 20, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, 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

10-7-15
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. e-BIDDING DOCUMENT

1. To Attachment A, Scope of Work, page 24, Item 2, Construction Cost, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$3,473,671.00**.
2. To Attachment A, Scope of Work, page 24, Item 4, Contract Time, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be 140 Working Days. ("70 Working Days" is strictly required to have the full length of main installed and in use with Beneficial Occupancy/Beneficial Use (BO/BU)). The contractor shall have a minimum of two crews working simultaneously in order to meet this contract time.
3. To Attachment E, Supplementary Special Provisions, Section 7, Responsibilities of the Contractor, page 48, Sub-items "7-16.3, Exclusive Community Liaison Services" through "7-16.3.1, Exclusive Community Liaison Work Plan", **DELETE** in their entirety.
4. To Attachment E, Supplementary Special Provisions, Section 7, Responsibilities of the Contractor, page 48, Sub-item "7-16.4, Payment", **DELETE** in its entirety and **SUBSTITUTE** with the following:

7-16.4 Payment. The Payment for the Community Outreach Service is included in the various Bid items.
5. To Certifications and Forms, pages 227 through 230, "BID ITEMS", **DELETE** in its entirety and **SUBSTITUTE** with pages 4 through 7 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *October 9, 2015*
San Diego, California

JN/ALJ/egz

BID ITEMS

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY ***
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Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$
2.	1	LS	541214	3-3.2.2.1	Certified Payroll		\$
3.	1	AL	237310	7-10.2.6	Portable Changeable Message Signs (PCMS) - Type I		\$10,000.00
4.	1	LS	237310	7-10.2.6	Traffic Control		\$
5.	1	LS	238990	7-9.1.1	Video Recording of Existing Conditions		\$
6.	1	LS	237310	9-3.4.1	Mobilization		\$50,000.00
7.	1	AL		9-3.5	Field Orders - Type II		\$30,000.00
8.	2	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$
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14.	500	SF	237310	302-5.2.1	Pavement Restoration Adjacent to Trench	\$	\$
15.	1	TON	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay and Striping	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
16.	53,640	SF	237310	302-6.8	Concrete Pavement Replacement (Alley)	\$	\$
17.	8	EA	237310	303-5.10.2	Curb Ramp Type D with Detectable Warning Tiles	\$	\$
18.	1	EA	237310	303-5.10.2	Curb Ramp Type A with Detectable Warning Tiles	\$	\$
19.	2	EA	237310	303-5.10.2	Curb Ramp Type C2 with Detectable Warning Tiles	\$	\$
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28.	1,526	LF	237110	306-1.6	8-Inch PVC Sewer Main, Special Strength SDR-26	\$	\$
29.	246	LF	237110	306-1.6	8-Inch VC Sewer Main	\$	\$
30.	143	LF	237110	306-1.6	Concrete Encased 8-Inch VC Sewer Main	\$	\$
31.	2	EA	237110	306-1.6	Sewer Main Cleanout	\$	\$
32.	36	EA	237110	306-1.8.6	Manholes (4' x 3'), PVC Lined	\$	\$
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43.	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$
44.	1	LS	237110	704-4	Sewage Bypass and Pumping Plan (Diversion Plan)	 	\$
45.	1	AL	237110	705-2.7	Dewatering Permit and Discharge Fees - Type I	 	\$50,000.00
46.	1	AL	238990	705-2.7	Equipment & Set-up for Treatment of Contaminated Water Containing Non-hazardous materials - Type I	 	\$15,000.00
47.	1	AL	238990	705-2.7	Equipment & Set-up for Treatment of Contaminated Water Containing Hazardous Substances - Type I	 	\$20,000.00
48.	1	LS	238990	705-2.7	Dewatering - Non-hazardous Contaminated Water	 	\$
49.	1	LS	238990	705-2.7	Dewatering - Hazardous Contaminated Water	 	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
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52.	10,318	LF	541690	707-3	Paleontological Monitoring Program	\$	\$	
53.	1	AL	541330	707-4	Archeological and Native American Mitigation and Curation -- Type 1	 	\$15,000.00	
54.	50	CY	541330	707-5	Paleontological Mitigation and Excavation	\$	\$	
55.	6	EA	237310	303-5.10.2	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles	\$	\$	
ESTIMATED TOTAL BASE BID							\$	

Bid Results for Project Sewer Group 721 (K-16-1979-DBB-3)
 Issued on 09/23/2015
 Bid Due on October 20, 2015 2:00 PM (Pacific)
 Exported on 10/20/2015

Vendor ID	Company Name	Address	City	Zip Code	Country	Contact	Phone	FAX	Email	Vendor Type
291284	KTA Construction, Inc.	821 Tavern Rd.	Alpine	91301	United States	Mike Henderson	619-562-9464	619-562-1685	adam@ktaconstruction.com	CADIR, Local

Response	Response Title	Responding Phone	Responder Email
Mike Henderson	President	619-562-9464	adam@ktaconstruction.com

Bid Format	Submitted Date	Status	Confirmation #	Ranking
Electronic	October 20, 2015 1:53:35 PM (Pacific)	Submitted	66107	0

File Title	File Name	File Type
Bid Bond	721 bid Bond.pdf	General Attachments
Equal Benefits Ordinance Certificate	721 Equal Ben Ord.pdf	General Attachments
Contractors Certification of Pending Action	721 Cert of Pending Actions.pdf	General Attachments
Bid Bond	721 bid Bond.pdf	Bid Bond

Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$30,000.00	\$30,000.00
2	Main Bid	541214	Certified Payroll	LS	1	\$100.00	\$100.00
3	Main Bid	237310	Portable Changeable Message Signs (PCMS) - Type I	AL	1	\$10,000.00	\$10,000.00
4	Main Bid	237310	Traffic Control	LS	1	\$10,000.00	\$10,000.00
5	Main Bid	238990	Video Recording of Existing Conditions	LS	1	\$2,000.00	\$2,000.00
6	Main Bid	237310	Mobilization	LS	1	\$50,000.00	\$50,000.00
7	Main Bid	237310	Field Orders - Type II	AL	1	\$30,000.00	\$30,000.00
8	Main Bid	237310	Adjusting Existing Gate Valve Cover to Grade	EA	2	\$500.00	\$1,000.00
9	Main Bid	237310	Adjusting Storm Drain Inlet Frame & Cover to Grade	EA	1	\$750.00	\$750.00
10	Main Bid	237310	Cold Mill AC Pavement (>1 1/2 - 3")	SF	3590	\$1.20	\$4,308.00
11	Main Bid	237310	Asphalt Pavement Repair	TON	5	\$700.00	\$3,500.00
12	Main Bid	237310	Rubber Polymer Modified Slurry Type II and Striping	SF	10000	\$3.00	\$30,000.00
13	Main Bid	237310	Damaged AC Pavement Replacement	SF	2000	\$7.00	\$14,000.00
14	Main Bid	237310	Pavement Restoration Adjacent to Trench	SF	500	\$15.00	\$7,500.00
15	Main Bid	237310	1-1/2 Inch Asphalt Concrete Overlay and Striping	TON	1	\$1,200.00	\$1,200.00
16	Main Bid	237310	Concrete Pavement Replacement (Alley)	SF	53640	\$12.00	\$643,680.00
17	Main Bid	237310	Curb Ramp Type D with Detectable Warning Tiles	EA	8	\$2,000.00	\$16,000.00
18	Main Bid	237310	Curb Ramp Type A with Detectable Warning Tiles	EA	1	\$2,500.00	\$2,500.00
19	Main Bid	237310	Curb Ramp Type C2 with Detectable Warning Tiles	EA	2	\$2,700.00	\$5,400.00
20	Main Bid	237310	Alley Apron	SF	3240	\$15.00	\$48,600.00
21	Main Bid	237310	Additional Curb and Gutter	LF	100	\$45.00	\$4,500.00
22	Main Bid	237310	Additional Sidewalk Removal and Replacement	SF	200	\$12.00	\$2,400.00
23	Main Bid	237110	Trench Shoring	LS	1	\$50,000.00	\$50,000.00
24	Main Bid	237110	Additional Bedding	CY	100	\$100.00	\$10,000.00
25	Main Bid	237310	Temporary Resurfacing	TON	200	\$100.00	\$20,000.00
26	Main Bid	237110	Imported Backfill	TON	100	\$50.00	\$5,000.00
27	Main Bid	237110	8-Inch PVC Sewer Main	LF	8403	\$129.00	\$1,083,987.00
28	Main Bid	237110	8-Inch PVC Sewer Main, Special Strength SDR-26	LF	1526	\$130.00	\$198,380.00
29	Main Bid	237110	8-Inch VC Sewer Main	LF	246	\$145.00	\$35,670.00
30	Main Bid	237110	Concrete Encased 8-Inch VC Sewer Main	LF	143	\$35.00	\$5,005.00
31	Main Bid	237110	Sewer Main Cleanout	EA	2	\$500.00	\$1,000.00
32	Main Bid	237110	Manholes (4' x 3'), PVC Lined	EA	36	\$6,000.00	\$216,000.00
33	Main Bid	237110	Connection to Existing Manhole and Rechanneling	EA	3	\$2,000.00	\$6,000.00
34	Main Bid	237110	4-Inch Sewer Lateral & Cleanout (Street)	EA	3	\$2,500.00	\$7,500.00
35	Main Bid	237110	4-Inch Sewer Lateral & Cleanout (Alley)	EA	444	\$1,140.00	\$506,160.00
36	Main Bid	237110	Sewer Lateral Connection	EA	10	\$900.00	\$9,000.00
37	Main Bid	237110	Abandon and Fill Existing 6-Inch Sewer Main Outside of Trench Limit	LF	125	\$40.00	\$5,000.00
38	Main Bid	237110	Abandon Existing Manhole Outside of Trench	EA	1	\$1,200.00	\$1,200.00
39	Main Bid	237110	Cleaning and Video Inspecting Pipelines	LF	10318	\$2.00	\$20,636.00
40	Main Bid	237110	Video Inspecting Pipelines and Culverts for Acceptance	LF	10318	\$1.00	\$10,318.00
41	Main Bid	237110	Rehabilitate Existing Manhole	EA	1	\$6,000.00	\$6,000.00
42	Main Bid	541330	Water Pollution Control Program Development	LS	1	\$500.00	\$500.00
43	Main Bid	237990	Water Pollution Control Program Implementation	LS	1	\$2,000.00	\$2,000.00
44	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$1,000.00	\$1,000.00
45	Main Bid	237110	Dewatering Permit and Discharge Fees - Type I	AL	1	\$50,000.00	\$50,000.00
46	Main Bid	238990	Equipment & Set-up for Treatment of Contaminated Water Containing Non-hazardous materials - Type I	AL	1	\$15,000.00	\$15,000.00
47	Main Bid	238990	Equipment & Set-up for Treatment of Contaminated Water Containing Hazardous Substances - Type I	AL	1	\$20,000.00	\$20,000.00
48	Main Bid	238990	Dewatering - Non-hazardous Contaminated Water	LS	1	\$15,000.00	\$15,000.00
49	Main Bid	238990	Dewatering - Hazardous Contaminated Water	LS	1	\$15,000.00	\$15,000.00
50	Main Bid	541690	Suspension of Work - Resources	DAYS	5	\$100.00	\$500.00
51	Main Bid	541690	Archeological and Native American Monitoring Program	LF	10318	\$2.00	\$20,636.00
52	Main Bid	541690	Paleontological Monitoring Program	LF	10318	\$2.00	\$20,636.00
53	Main Bid	541330	Archeological and Native American Mitigation and Curation - Type 1	AL	1	\$15,000.00	\$15,000.00
54	Main Bid	541330	Paleontological Mitigation and Excavation	CY	50	\$5.00	\$250.00

55	Main Bld	237310	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles	EA	6	\$2	00	\$13,200.00	
								Subtotal	\$3,303,016.00
								Total	\$3,303,016.00

Subcontractors										
Name	Description	License Num	Amount	Type	Address	Address 2	City	Zip Code	Country	
Loveless & Linton Consulting-Archaeological	Archeo, Native American, and Paleo Monitoring	0	\$73,600.00	CAU,FEM,SLBE,DBE,CADIR,SDB,WOSB	1286 University Ave	#391	San Diego	92103	United States	
Easy Flow	CCTV and Clean Sewer Main	960845	\$36,113.00	CAU,MALE,ELBE,CADIR	14275 Crystal View Lane		Poway	92064	United States	
JPS Legal Video	Preconstruction Video	0	\$1,510.00		455 S. Oakhurst Dr. #6		Beverly Hills	90212	United States	
Payco Specialties Inc.	Striping	298637	\$2,700.00	SLBE	120 North Second Ave		Chula Vista	91910	United States	
old castle precast Inc	Manholes	891107	\$158,760.00		2735 Cactus Rd.		San Diego	92154	United States	
YBS CONCRETE INC.	Concrete Flatwork	885270	\$512,720.00	CADIR,ELBE,LAT,MALE	821 KUHN DR, STE 204		CHULA VISTA	91914	United States	
McGrath Consulting	WPCP	0	\$495.00	ELBE	PO BOX 20205		El Cajon	92040	United States	
Kirk Paving, Inc.	AC Paving	749206	\$23,636.20	PQUAL,SLBE	8722 Winter Gardens Blvd.		Lakeside	92040	United States	
Cell-Crete Corporation	Pipe Abandonment	243404	\$4,630.00		135 E Railroad ave		Monrovia	91016	United States	
T.L. Scanlan Construction	Trench Repair	757925	\$89,500.00	CAU,MALE,ELBE,CADIR,PQUAL	2308 Shavlene Way		Alpine	91901	United States	

Self Performance
0.2735

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS.

That KTA Construction, Inc. as Principal, and
The Guarantee Company of North America USA as Surety, are
held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10%
OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required
under the bidding schedule(s) of the OWNER's Contract Documents entitled

Sewer Group 721, K-16-1379-DBB-3

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time
and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form
of agreement bound with said Contract Documents, furnishes the required certificates of insurance,
and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null
and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond
by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in
such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 12th day of October, 2015

KTA Construction, Inc. (SEAL) The Guarantee Company of North America USA (SEAL)
(Principal) (Surety)

By: [Signature]
(Signature)

By: [Signature]
(Signature)
Sarah Myers, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On OCT 12 2015
Date

before me,

Maria Guise

, Notary Public,

Insert Name of Notary exactly as it appears on the official seal

personally appeared

Sarah Myers

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~is~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~it~~/~~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

Signature of Notary Public Maria Guise



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 the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing:

Surety Company

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing:



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Lawrence F. McMahon, Maria Vhanneza Gulse, Sarah Myers, Charlotte Aquino, James D. Castle, Jennifer L. Clampert, Janice Martin
Alliant Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12th day of October, 2015

Randall Musselman, Secretary

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: KTA Construction Inc.

Certified By Paul M. Henderson Title President

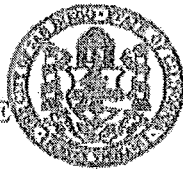
Name

(Signature) Date 10-20-15

Signature

USE ADDITIONAL FORMS AS NECESSARY

**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: KTA Construction Inc. Contact Name: Mike Henderson
 Company Address: 821 Tavern Rd. Contact Phone: (619) 502-9104
Atana CA 91901 Contact Email: Mike@ktaconstruction.com

CONTRACT INFORMATION

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

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

Paul Henderson / President _____ 6/11/15 _____
 Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

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

(Rev 02/15/2011)